

**COLLECTIVE BARGAINING AGREEMENT**  
**between**  
**SEATTLE PUBLIC SCHOOLS**  
**and**  
**SEATTLE EDUCATION ASSOCIATION**  
**CERTIFICATED NON-SUPERVISORY EMPLOYEES**

**2004 - 2009**

**Corrected Version**

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PREAMBLE

**COLLECTIVE BARGAINING AGREEMENT**  
**between**  
**SEATTLE PUBLIC SCHOOLS**  
**and**  
**SEATTLE EDUCATION ASSOCIATION**  
**CERTIFICATED NON-SUPERVISORY EMPLOYEES**

**2004 - 2009**

**PREAMBLE**

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

## PREAMBLE

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

## **ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENTS**

### **ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENTS**

#### **SECTION A: PURPOSE**

1. This Agreement is entered into this 1st day of September, 2004, by and between the Seattle Public Schools (aka Seattle School District #1), hereinafter called the "SPS", and the Seattle Education Association, hereinafter called the "SEA."
2. The SPS and the SEA, as the exclusive representative of the certificated non-supervisory educational employees, have a mutual responsibility to bargain in good faith in an effort to reach agreement in accordance with Chapter 41.59 RCW.
3. The SPS and the SEA have reached certain understandings that they desire to confirm in this Agreement.

#### **SECTION B: STATUS OF THE AGREEMENTS**

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

## **ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENTS**

- b. The Board shall make a written individual employee contract with each employee in conformity with the provisions of this Agreement and the laws of the State.
  - c. As an Equal Opportunity Employer, the SPS shall continue to seek to obtain applications for employment from men and women in accordance with its Affirmative Action program. During the period of 2005 through 2009 the parties shall meet with a representative group of staff of color to discuss how, together, we can attract and retain staff of color.
  - d. Employees will be on the Certificated Non-Supervisory Employees Salary Schedule based on verification of credits and experience.
5. Unless otherwise provided herein, this Agreement shall not be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from individual salaries or employee benefits.

### **SECTION C: DURATION**

1. The term of this Agreement shall be for five years, effective September 1, 2004 and shall continue in force through August 31, 2009, provided either party may reopen for renegotiation any item subject to renegotiation during the term of this Agreement as specified elsewhere in this Agreement.
2. Except as otherwise provided in this Agreement, this Agreement is complete in and of itself and sets forth all terms and conditions of all the agreements between the SPS and the SEA pursuant to Chapter 41.59 RCW.
3. The SPS will appropriately maintain and/or modify SPS policies, rules, regulations, procedures and/or practices in order to implement the provisions of this Agreement.
4. Policies, rules, regulations, procedures and practices of the SPS in effect on the effective date of this Agreement dealing with matters of wages, hours, and terms and conditions of employment, published by the SPS, and not in conflict with the provisions of this Agreement shall remain in full force during the term of this Agreement, unless modified by mutual agreement of the SPS and the SEA. The SPS reserves the right to make, adopt, and implement other policies, rules, regulations and procedures not in conflict with this Agreement.

### **SECTION D: RENEGOTIATIONS**

1. This Agreement may be altered, changed, added to, deleted from, or modified only in writing following the voluntary, mutual consent of the SPS and the SEA. Neither party shall be required to negotiate on any issue during the term of this Agreement except as provided in this Agreement.
2. The parties agree that should there be changes in legislation, administrative code, or funding either party may initiate negotiations over the impact of the changes. Further, either party may initiate negotiations over matters related to efforts to implement the intent of the Preamble of this Agreement to close the achievement gap or any provision of this Agreement that either party feels thwarts this effort.
3. If any provisions or any applications of this Agreement shall be found contrary to law, the provisions or application shall not be valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement. Adjustment or modification of any provisions of this Agreement found to be contrary to law will be subject to bargaining provisions of Chapter 41.59 RCW.

## **ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENTS**

4. Should either party desire to change, modify or terminate this Agreement after its expiration date of August 31, 2009, 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 2009. Thereafter, representatives of the SEA and the SPS shall meet at reasonable times and shall bargain in good faith in an effort to reach agreement with respect to wages, hours, and terms and conditions of employment as provided in Chapter 41.59 RCW. Collective bargaining shall be conducted at the times mutually agreeable to the bargaining team named by each party.
5. Copies of this Agreement entitled "Collective Bargaining Agreement between SPS and the SEA for 2004-2009" 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.
  - a. The SPS shall distribute Agreements to all newly employed certificated non-supervisory employees.
  - b. The cost of printing the Agreement shall be shared by the SPS and the SEA. The SPS and the SEA will mutually agree to any proposed format changes to the Agreement prior to final publication.
  - c. The cost of distributing Agreements to current employees shall be borne by the SEA.
  - d. There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the SPS and one by the SEA.
6. The SPS shall furnish upon request of officers or authorized representatives of the SEA any and all disclosable information, statistics, and records which the SEA and the SPS mutually agree are relevant to negotiations or are necessary for the organization to fulfill its legal representation responsibility.
7. Any requests beyond what is relevant to negotiations or necessary for the organization to fulfill its legal responsibility that necessitate extensive use of staff and data processing time beyond that normally allocated and budgeted in developing and producing information, statistics and records normally utilized by the SPS must be carefully evaluated to keep expenditures within budgeted allocations. Requests beyond budgeted allocations shall be honored but the costs incurred shall be reimbursed by the SEA.
8. Calendar Negotiations: The parties agree that on or about October 1 but before December 1 of each year they will commence negotiations regarding the school calendars for the subsequent school year and beyond, if possible. 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.

## **SECTION E: COMMUNICATION RIGHTS AND PRIVILEGES**

1. The SEA shall have the right to post notices of its activities and matters of organizational concern on a bulletin board to be provided in each school building by the SPS.
2. The SEA may use SPS school buildings for meetings and to transact official business on school property at all reasonable times when custodians are normally on duty before and after school hours, provided that this shall not interfere with nor interrupt normal school operations as determined in consultation with the building principal/program manager or supervisor.

## **ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENTS**

3. Any officer or authorized representative of the SEA, so designated by the SEA and identified to the Superintendent, shall have the right to visit SPS buildings, individual employees, or groups of employees represented by the SEA, at reasonable times when employees are not on duty, such as before and after work hours and at lunch time, during the employees planning time, or at other times by special arrangement through the principal or his/her designee, provided that this shall not interfere with nor interrupt normal school or business operations. In all instances, the authorized representative or representatives shall report to the school office and follow the normal sign-in procedures for visitors before they proceed through the building to any room. All the visits must not interfere with any employee's activities while on duty nor disrupt the orderly educational process of the school or program.
4. The SPS and the SEA agree that having the SEA included in the SPS's email program is an important element of building quality communications. 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.

### **SECTION F: CONTRACT WAIVERS**

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

1. The requests must be for the purpose of implementing strategies for increasing academic achievement and tied to the building's/program's transformation plan.
2. The requests must include: (See Appendix P 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 vote of the SEA-represented staff must vote to support the request);
  - c. Rationale for the waiver: specifically how will the waiver assist in increasing academic achievement, how will the building or program staff evaluate the effectiveness of the change and how will any negative impact on SEA members or other effected staff be mitigated or addressed;
  - d. Timelines - Waiver Requests must be submitted to SEA and the Education Director/Program Director by the 15th of each month so the respective committees can process and make recommendations to their appropriate decision making bodies. A copy of the request will be forwarded to the Director of Human Resources;
  - e. Duration of Waiver - Waiver requests may be for up to three years. Schools must review the waiver each year, and if the SEA-represented staff determine they wish to continue the waiver, they will notify the SEA and Education 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 Director of Human Resources.
  - f. Costs (if applicable);

## **ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENTS**

- g. Effect of waiver on other areas of the Agreement, other bargaining units' contracts, or other programs/buildings;
- h. After the building has conducted its process, the Waiver Request Form must be signed by the SEA representative and the building principal.

The Waiver Request must be submitted to the Education Director and SEA concurrently, and will be granted only if both the SPS and the SEA agree. A copy will be forwarded to the Director of Human Resources.

### **SECTION G: PAYROLL DEDUCTIONS**

1. It shall be an exclusive right of employees who are members of the SEA and who are covered by this Agreement pursuant to Article I,B,1 of this Agreement, within thirty (30) days of employment and/or actively going to work, to sign and deliver to the SEA an assignment authorizing payroll deduction of membership dues and/or fees in the SEA and to state and national organizations with which it is affiliated. The authorization shall then be submitted to the SPS Payroll Services by the SEA. The SPS Payroll Services shall process the authorization to make it effective at the earliest payroll period, and no later than forty-five (45) days after submission of the authorization by the SEA to the SPS Payroll Services. This authorization shall be on a continuing basis. A table of prorated annual dues and/or fees shall be supplied by the SEA to the SPS Payroll Services for use with new employees who join the corps during the year.
2. Authorization by employees for dues and/or fees to the SEA shall continue in effect unless the authorization is revoked by formal notice in writing that is delivered to the SPS Payroll Services by the certificated employee who will also deliver or mail a copy of the formal written revocation to the SEA. The revocations of dues deductions may be made at the end of the SEA's dues period on 10/01 of each year and/or at the end of the Agreement.
  - a. The SEA's authorization of payroll deduction form shall clearly state that it shall be understood by the employee signing the authorization that continuation of dues and/or fees deductions and maintenance of membership is a binding condition for authorizing payroll deduction and that exceptions during the year will be based on hardship or emergency and shall be adjudicated by the SEA.
  - b. The SEA shall be responsible for notice to state and national organizations with which it is affiliated and who have also been receiving dues and/or fees under the authorization of payroll deduction which is being revoked.
3. The deduction of membership dues and/or fees shall be made monthly for regular warrants. The SPS agrees to remit monthly all monies so deducted to the SEA accompanied by a list of employees from whose pay the deductions have been made. The SEA shall be responsible for remitting a portion of dues and/or fees to the state and national organizations with which it is affiliated when the dues have been authorized by the employee on an assignment of payroll deduction. The SPS shall be absolved by the SEA of all responsibility for accuracy and accounting of state or national professional organization dues and/or fees.
4. Employees who are members of the School Employees Credit Union of Washington may authorize payroll deduction for Credit Union activities by presenting an authorization for the deductions to the Credit Union.

## **ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENTS**

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

### **SECTION H: SEA SECURITY**

1. It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all employees who are beneficiaries of this Agreement. The terms and conditions of this Agreement in regard to SEA membership or the payment of an agency shop fee or alternatives as provided in accordance with RCW 41.59.100 are set forth below.
2. Employees may elect to become members of the SEA or may pay an agency shop fee equivalent to the dues of the SEA. Employees who fail to authorize payroll deductions will have the agency shop fee deducted from their salary and paid to the SEA, pursuant to Chapter 41.59 RCW.
3. In order to safeguard the right of employees based on a bona fide religious objection, the teachings or tenets of a church or religious body of which the employee is a member, the employee may pay an amount of money equivalent to the agency shop fee to a non-religious charity designated by the SEA, pursuant to Chapter 41.59.100 RCW.
4. The SEA agrees to indemnify and save the SPS harmless against any liability which may arise by reason of any action taken by the SPS to comply with the provisions of the Section above, including reimbursement for any legal fees or expenses incurred in connection therewith. The SPS agrees to notify the SEA promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of this item and, if the SEA so requests in writing, to surrender claims, demands, suits or other forms of liability.
5. Membership in the SEA, the legally recognized organization authorized to negotiate with the SPS, shall be in compliance with Chapter 41.59 RCW and membership shall be nondiscriminatory with regard to race, creed, religion, gender, sexual orientation, marital status, age, disability, or national origin.
6. The SPS shall furnish the SEA a listing by name of all employees employed by the SPS and their school/work location by September of each year. A list of corrections and changes to this list shall be furnished to the SEA at monthly or other agreed-upon periods thereafter.



## **ARTICLE II: PARTNERSHIP FOR CLOSING THE ACHIEVEMENT GAP**

### **ARTICLE II: PARTNERSHIP FOR CLOSING THE ACHIEVEMENT GAP**

The SEA and the Seattle Public Schools continue to strive for a relationship that is focused on providing the best possible learning environment for students. The organizational structures described below will help to advance collaboration as we work toward this goal.

#### **SECTION A: Organizational Structure**

The proposed organizational structure for effective collaboration consists of:

- The Partnership Committee
- The Leadership Committee
- The Labor-Management Committee
- Building/Program Leadership Teams

##### 1. Partnership Committee

The SPS and SEA will create a partners committee consisting of 5 appointees of SPS and 5 appointees of the SEA. The purpose of the committee will be to address the issues of the achievement gap. There is not the luxury of time - each day that passes without every effort being made to insure 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. The principles and beliefs set forth in the Preamble of this contract will guide the work of the committee.

The Partnership Committee will:

- a. Define the factors that will be used to focus effort and resources on a school/program(s). 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 such as, ITBS, DRA, CBAs, SAT, WASL, PSAT, APP completion rates; length of time attending SPS, and the percentage of students on track to graduate. Determine whether the school/program(s) as presently configured would be sustainable in the longer term.
- b. Identify the resources, human and financial, available to initiate the planning and visioning for a school or group of schools. Paraprofessionals, SAEOPS and Certificated staff are all part of the process. Insure that there are the resources available to sustain the effort for three to five years. Some examples of what the support could look like are: time for planning, resources to bring in expertise not readily available from within the SPS or SEA, time for training and additional time for engaging community and parent/guardians, and support for curriculum alignment and adaptation.
- c. SPS and SEA commit to clearing the path and addressing challenges to improvement and innovation, developed by the staff on site. Either party may open negotiations if a consensus solution has not been reached to resolve the issues or remove an impediment to student success.
- d. Given that the effort to eliminate the achievement gap will be substantial, SPS and SEA will seek financial and professional support for these efforts from external sources. Funding and expertise from external sources will be used to temporarily augment and accelerate these processes while SPS is realigning internal resources to sustain success.

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- e. Together, SPS and SEA will develop, train and implement a parent/guardian and community engagement process that supports school staffs in reaching out to community resources and the parents/guardians of the students we serve. Schools will become places that welcome and engage parents/guardians and community support in the education of Seattle's students.
- f. This committee will develop a process that monitors progress, evaluates the use of resources, intervenes where necessary, and adjusts plans, resources and timelines. The monitoring and assessment process will include input from the community. Clear measures of success will be determined. Monitoring of effort will continue beyond the provision of start-up resources. We have a commitment to maintain gains and continue to improve.
- g. The Partnership Committee will monitor and control the following contract adjustments for those schools engaged in closing the achievement gap work set forth above. The need to create stability of staff in schools engaged in focused change is a priority of the parties. The following modifications of this contract are made for those designated schools.
  - 1) Reduction in Force (RIF): In the event of the SPS needing to implement a RIF, staff in designated schools will be exempt from layoff for one year. If there are RIF's in two consecutive years, the staff in a designated school will not be RIF'd in a greater percentage than the overall RIF in the SPS (rounded to the nearest .5 FTE) in the second year. Individuals who would have been RIF'd but for this exemption are committed to remain in the school for the next year so long as job categories they are eligible for exist in their school. If there is a catastrophic RIF caused by double levy failure or similarly devastating impact caused by State cuts in support to SPS, these exemptions found above will be null and void and all employees will be considered eligible to be RIF'd.
  - 2) Displacement: In the event that a designated school has such a significant loss in enrollment that the school's contingency funds are not sufficient to absorb the decline, the SPS will hold the building harmless for up to one (1) FTE above the contingency for one (1) year. The building staff will identify the cause of the decline in enrollment and adjust their plans as necessary. Individuals who would have been displaced but for this exemption are committed to remain in the school for the next year so long as job categories for which they are eligible exist in their school.
  - 3) Programs that use itinerant staff will develop a staffing assignment process which stabilizes the assignment of the specialists assigned to a designated school. Where possible, the program will assign the same specialist to multiple designated schools which are planning and working together.
  - 4) Paraprofessional and SAEOP staffs are considered staff for the purpose of these exemptions and modifications to RIF and displacement and assignment.
  - 5) In addition to TRI payments received by all staff, staff in designated schools shall be eligible for incentive pay, of an amount to be determined by the parties upon completion of three years service to the students of the designated school. Funding for this provision is dependent on the ability of the SPS and SEA to solicit outside resources for that purpose or for the State to provide additional resources to support this provision. The effectiveness of this provision in attracting and retaining staff will be measured each year. The incentive commitments will not be made unless the SPS has received the funds.

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- 6) Funding for hiring incentives to attract qualified candidates for hard-to-fill positions, as identified by the partner's committee, will be sought from outside sources. The priority use of these resources will be to attract and retain staff at these designated schools. If additional funding is available, the hiring incentives will be extended to hiring staff for hard-to-fill positions at any school in the SPS. The partner's committee will determine the size of the hiring incentives. Acceptance of a hiring incentive will obligate the employee to remain in the designated school for a minimum of three (3) years, so long as the employee receives satisfactory evaluations and is not released for performance or involuntarily transferred by the SPS.
2. The Leadership Committee
    - a. The Leadership Committee will be a forum for 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, legislative policies, as well as other policies, imminent decisions, trouble spots, and the SPS/SEA 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 regularly and/or on an ad hoc basis at mutually convenient times determined by the Superintendent and the SEA President or their designees.
  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 Director of Human Resources, including the Labor Relations Director and representatives from among the Education Directors appointed by the Chief Academic Officer 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
    - a. For purposes of collaborative site-based decision making, each building/program will establish its own committee structure. However, at a minimum, each school must form a Building Leadership Team and each program will determine a decision-making process that meets the needs of the 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 for each building shall consist of at least:
      - 1) The principal, and

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- 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.
  - 3) To the extent possible, the Building Leadership Team will reflect the racial and ethnic composition of the school staff and school community. The Building Leadership Team must be selected by a process that is supported by the SEA-represented staff at the school. The structure of the BLT will be reviewed with the staff each year. The documents created will be provided to the SEA and Education Director with a copy forwarded to the Director of Human Resources.
- c. The primary function of a Building 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 are to oversee the facilitation and development of:
- 1) An Academic Achievement Plan (aka Transformation Plan), including the configuration and structure of the school's classes and/or program offerings.
  - 2) A school-wide professional development plan to support the Academic Achievement Plan.
  - 3) The school's budget.
- d. 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. Buildings 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.
- e. 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 Academic Achievement Plan, while recognizing that the principal has the right to make the final decision.
- f. To ensure staff participation in collaborative decision making, buildings need to establish processes for that involvement. Buildings may wish to identify committees or other means to accomplish the work of the school (e.g., health, safety, hiring, budget) and assist with the responsibilities assigned to the Building Leadership Team.
- g. Processes for establishment of building committees and the membership of the committees must be approved by a majority of staff at the school. Failing such support, the building committees and membership shall be determined by the Building Leadership Team.

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- h. The Building Leadership Team and building 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.
  - i. 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.
5. Instructional Councils, Cabinets or Faculty Representatives:
- a. Instructional Councils, Cabinets or other faculty representative organizations in instructional settings are considered an appropriate means to encourage staff involvement in providing leadership in the development, implementation, and evaluation of instructional strategies. In non-instructional settings where staff meetings are held, support personnel may place appropriate items on the agenda of their staff meetings.
  - b. The faculty representative organizations shall make recommendations to the building principals/program managers in the following areas:
    - 1) Goals, objectives and standards in instruction and conduct;
    - 2) Program development, implementation and program evaluation;
    - 3) Scheduling and allocation of personnel;
    - 4) Budget allocations; and,
    - 5) An instructional program that is based upon input from local citizen groups, academic sources, SPS philosophy, and consistent with SPS goals.
  - c. The recommendations of the faculty representative organization within an instructional setting shall become the accepted rules, regulations and procedures for that building upon approval of the building principal/program manager.
  - d. The building principal/program manager shall respond in writing to all written recommendations of the faculty representative organization in meetings with that organization.
  - e. The faculty representative organization shall use established administrative channels of the building when recommending changes in existing rules, regulations and procedures.
  - f. Membership in the faculty representative organization shall be determined at the building level through consultation between the faculty and building administration. Membership in the faculty representative organization at the secondary levels shall include as a minimum the following: curricular department heads or team leaders, head counselor, head librarian, at least one (1) representative of Special Programs, Bilingual Education, or Special Education at the building level, and the building principal/program manager or his/her designee. At least one (1) member of the faculty representative organization shall be an ethnic minority person.

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- g. In providing orderly procedures for the introduction and evaluation of building level experimental and innovative programs in instructional settings, the faculty representative organization shall be utilized and shall prepare recommendations for implementation and evaluation. In making the recommendations, the faculty representative organization shall ensure that the building staff has participated during the planning and development of this program. The evaluation of a program shall determine the effectiveness of the program.
- h. Officers of the faculty representative organization shall be selected by members of the organization.
- i. The faculty representative organization shall meet during the employee workday.
- j. A representative from each of the categories of Special Education will serve on the SPS Teacher Advisory Committee subject to minority representation. These representatives are selected by the members for each Special Education category. These representatives shall serve in an advisory capacity to the Special Education Department. The members of the advisory committee may place items on the agenda. The SEA Special Education Committee may appoint a representative to serve as a member of the Committee.

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

- 1. SEA-represented staff assigned to buildings/programs will decide by consensus, or at minimum by a 2/3 vote, how to schedule and use:
  - a. The equivalent of two (2) scheduled TRI 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 Transformation Plan, the SPS's Five Year Plan, to improve student learning and academic achievement, to decrease disproportionality. The dates and purpose will be decided by the building/program staff.
  - b. Three (3) calendar waiver days for professional development;
  - c. Two (2) Learning Improvement Days for professional development;
  - d. Five (½) half-day early releases, for purposes of school-wide staff development or site-based decision making to support the Transformation Plan;
  - e. 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 Transformation Plan 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.
- 2. A third TRI day is scheduled before the first student day for the purpose of building business and classroom/worksite preparation.
- 3. A fourth TRI day is a SPS scheduled and planned day for professional development.

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4. There is an expectation by the parties that all employees, including part-time employees, will fully participate in these mandatory days. An employee who, due to illness or injury, is unable to attend a mandatory day activity shall complete a leave slip for time missed. It is the employee's responsibility to arrange for and acquire the information or training that was provided on the mandatory time. Curricula or policy decisions made by the staff while an employee is absent will be adhered to by the employee.
5. Staff may substitute an alternative TRI activity if they are unable to attend activities during the scheduled TRI day(s)/hours because of illness or personal emergency or if previous experience in the topic or alternative instructional needs suggest a better use for the TRI hours. A request to substitute because of prior experience or alternative instructional needs requires prior approval by the BLT. Substitutions because of illness or personal emergency will be developed and approved by the BLT on the return of the individual. Absence from professional development or site decision activities on TRI, LID, waiver or early release days will be charged to paid or unpaid leaves as appropriate, unless an alternative is agreed to between the individual and principal/supervisor. Any alternative must be consistent with the original purpose of the days.
6. The SPS shall provide \$3000 per building to support stipends for site-based decision making.
7. When referencing building/program/department decision making, principals, program managers and staff are included in the decision-making process.

## **SECTION C: PROFESSIONAL DEVELOPMENT & STEERING COMMITTEE**

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

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

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- f. The Steering committee may form joint sub-committees or task forces as needs are identified. These sub-committees or task forces will be provided with clear guidance as to task, role, timing and support.
2. Professional Development for Substitute Educators, SAEOPS and Paraprofessionals
    - a. The funding from one (1) FTE BDST position 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. The position will be funded for three (3) years and evaluated for effectiveness. By March 15, 2007 the parties will determine if the position warrants continued funding.
    - b. An advisory committee of up to five (5) individuals, selected by SEA and up to five (5) individuals selected by SPS will be formed to assist in designing and prioritizing the professional development opportunities for Substitute Educators, SAEOPS and Paraprofessionals. The Director of Instructional Services will review the work of the advisory committee.
    - c. The funding from three (3) BDST positions (\$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. By March 15, 2007 the program will be evaluated for effectiveness and a decision to renew or modify the support made.
  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. During fall 2004 the parties will develop the program and establish the parameters for participation and success. To the extent possible the program will commence summer 2005. 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. Funding for this effort will come from a combination of sources. To the extent that there are qualified applicants for this program, up to 2/3rds of the money set aside for sabbaticals will be used for support of the individuals selected for this program. Second, to the extent that there are bilingual instructional assistants who seek certification as teachers or ESA professionals, up to \$150,000 per year beginning fall of the 2005-06 school year through the 2007-08 school year will be made available as a result of the bilingual grievance settlement of 2003-04. 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.



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

### 4. Race matters and cultural literacy:

SPS and SEA will collaborate on the appointment and support of three task forces charged with planning and developing:

- a. Adult learning models designed to infuse all staff development and decision-making processes with culturally relevant techniques, processes and norms. The goal is to insure 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; (10 to 15 people)
- b. Guidelines and processes designed to integrate culturally relevant materials and assessments into all new instructional material adoptions. Identify a process for infusing culturally relevant material into existing curriculum. (15 to 20 people) and;
- c. Understanding and skills to increase the ability of school staff to communicate with parents/guardians, students, and school communities. (15 to 20)

Under the guidance of the Professional Development Steering Committee these taskforces will begin work in the fall of 2004 with a target of May 2005 of having preliminary outlines for review by SEA and the SPS. By May 2005 the taskforces will identify a timeline for implementation of their recommendations, a process for implementation including increasing the capacity of SPS employees to do this work, a method of ongoing evaluation of the effectiveness, a process for how the goals will become integrated into ongoing programs and the cost of implementation. Implementation will begin no later than the summer of 2006. The parties will receive regular updates as to the progress of these taskforces.

- 5. In order to enable employees to continue improving their professional competence, the SPS shall offer in-service courses subject to available funding.
- 6. Professional in-service courses will address themselves to specific needs of the SPS and be relevant to the employee's present or planned future responsibility. Professional Development courses shall be made available at no cost except for material and transportation fees connected with participation in the course. A penalty fee may be charged for enrollees who do not complete a course.
- 7. The employee and building principal/program manager or supervisor should examine the Professional Development courses offered for the purpose of relating the courses to be taken to the employee's current or planned professional assignment.
- 8. Any professional in-service course may be taken for personal enrichment purposes on a space-available basis.
- 9. All material, tuition, or transportation fees for college extension courses shall be paid by the employee.
- 10. Where feasible and possible, in-service courses shall be designed and offered for clock hours or college extension credit, with clock hours or tuition cost paid by the employee.
- 11. Courses shall be offered in the geographical location most convenient for those employees participating.

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12. Courses shall be offered at times which are as convenient as possible for the majority of those employees participating.
13. Sufficient time shall be allowed for employees to reach professional classes, even if participants must leave their buildings early, though not earlier than the regular dismissal of classes.
14. Workshops and/or Professional Development Training Programs initiated and established by administration with required attendance normally shall be conducted at times so as to minimize disruption of the school program within schools and with a minimum time requirement for those employees involved. Some professional development resulting from legal requirements of the SPS will be planned to meet those legal requirements. Workshops and Professional Development Training Programs, other than regular professional development programs which occur at times when the employee is not otherwise compensated, shall be compensated in accordance with the provisions of Article IV,G.
15. Budgetary planning will include consideration of compensation for staff members who are asked to participate in workshops and professional development conferences which call for significant or substantial time in excess of the employee school workday.
16. When new teaching skills are required within existing Special Education programs, the SPS shall provide and/or facilitate training at no cost to the employee. If new skills are required for new Special Education programs, the SPS shall provide for or facilitate the training.
  - a. Certificated non-supervisory employees who serve students with disabilities and prepare IEP's shall be provided one (1) extra day, paid at the appropriate in-service rate, for the purpose of attending a Special Education IEP Workshop. This workshop shall be conducted prior to 11/01 and shall be coordinated by the Special Education Department with an agenda that provides in-service opportunity tied to the development of IEP's.
  - b. In addition, the employees who are responsible for preparing IEP's are entitled to at least twenty (20) additional hours paid at per diem, for the purpose of preparing IEP's. To access this payment the employee must be current in IEP preparation.
17. The SPS and the SEA agree to abide by the provisions of RCW 28A.415.250 with reference to the Mentor Teacher Program.
18. Each school will establish a process for determining the use of the staff development days. The plan for the utilization of the staff development days must fulfill the needs and requirements of the SPS. Employees shall be afforded authentic participation in the development of the plan for utilization of the staff development days.
19. Mentoring and support for induction. The STAR review, conducted by the UW, SEA and SPS, submitted recommendations for continuing improvement of the STAR process. The following are issues that will be addressed by the Steering Committee during the life of this Agreement.
  - a. Expansion of the mentoring model to include employees during their first 5 years of employment.
  - b. Develop a complementary building-based mentor program for all employees new to the SPS.
  - c. Develop a Masters in Teaching and Learning to expand leadership capacity and instructional leadership at the building level.
  - d. Identify and develop other ways to increase capacity of building staff to help colleagues.

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- e. Develop and support the efforts of employees achieving their Professional Certification, including negotiating with higher education institutions to provide the classes, credits and content within the SPS and with SPS employees providing the instruction.
- f. The needs of substitute educators new to the SPS or new to teaching or their long-term assignment will be addressed.

### SECTION D: THE STAR PROGRAM

1. Overview: The SPS Board of Education, Administration and the SEA are continuously striving to provide the highest possible quality of education. The Board, Administration, and SEA recognize that for students to succeed in learning, teachers must succeed in teaching and, therefore, agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved staff development opportunities and peer assistance. The Board, Administration and SEA commit to undertake strategies to accomplish the above goals. These include a commitment to long-range staff development. Long-term strategies include developing an Educators Academy available to all SPS staff.
  - a. A seven member group (STAR Panel) directs the program. The SEA appoints four members and the Superintendent of the SPS appoints three.
  - b. The STAR Panel selects the consulting teachers who will be assigned to STAR participants.
  - c. Newly-employed teachers will be assigned a consulting teacher for at least their first year.
  - d. Experienced teachers (intervention participants) assigned to the STAR Program receive assistance until the STAR Panel determines that no further assistance is needed or will be productive.
  - e. All contractual and legal rights of employees assigned to the STAR Program are honored.
  - f. The terms of the STAR Program will supersede the terms of the Collective Bargaining Agreement if there is a conflict between the two documents.
  - g. The STAR Program may be terminated at any time by either the Superintendent or the SEA President with 90 days written notice to the other party.
2. The STAR Program:

The STAR Program consists of two components, one for newly-hired teachers and one for experienced teachers. The term “teachers” as used in this Program shall encompass all certificated non-supervisory staff represented by the SEA.

  - a. Newly-Hired Staff Component: The newly-hired staff component of the STAR Program offers all newly-hired teachers the support, advice, and direction necessary to make their first year’s experience in the SPS as successful as possible. Consulting teachers work with newly-hired teachers and coach, assist and assess their classroom performance.
  - b. Intervention Staff Component: The intervention staff component of the STAR Program offers all available resources within the school system to help experienced teachers who

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are having serious difficulties in the performance of their professional duties. In close cooperation with the building principal, the STAR consulting teacher works to identify weaknesses in teaching skills, develops specific performance goals, offers support, and monitors progress of each intervention participant. Other school system personnel assist in the program when requested by the STAR Panel.

The following aspects of the STAR Program demonstrate the relationships and interaction among various team members:

- 1) Prior to working with a teacher identified for intervention, the consulting teacher meets with the building principal or program manager to discuss the case. The building principal or program manager identifies problems and offers suggestions for improvement.
  - 2) The consulting teacher meets with the participating teacher to discuss the STAR Program intervention and goal setting process.
  - 3) The consulting teacher observes the participating teacher and assesses teaching performance to determine performance goals.
  - 4) The building principal or program manager, consulting teacher, and program participant meet to establish mutually agreed upon specific performance goals necessary to raise the participant's performance to a successful level. If specific subject or program related concerns are involved, program consultants and supervisors may also be included in this conference.
  - 5) During the participant's involvement in the STAR Program various developmental strategies may be employed. The consulting teacher frequently observes the participant, having both pre-observation and post-observation conferences as often as practical. Subject area consultants and/or other specialists may be included as frequently as deemed necessary by the consulting teacher. The participant may also request assistance from such specialists.
  - 6) The consulting teacher communicates regularly with the building principal regarding the progress of the program participant and to discuss reports prior to submitting them to the STAR Panel.
  - 7) The STAR Panel, at its own discretion, may request a discussion regarding the progress and program status of STAR Program participants. In addition, any of the parties involved with the STAR participant may request a discussion with the STAR Panel regarding the progress and program status of STAR Program participants. This includes building principals or program managers, consulting teachers, STAR participants, or other school system personnel who are involved with the STAR participant. The STAR Panel will decide whether a discussion is warranted and which parties shall participate in the requested discussion.
  - 8) The intervention teacher may be offered career assistance services if deemed appropriate by the consulting teacher.
3. The STAR Panel:

The STAR Panel is composed of four members appointed by the SEA and three members appointed by the Superintendent of the SPS. The chair rotates annually between the two parties, with a Panel year defined as September 1st - August 31st. To meet, at least five members of the Panel must be present. The Panel will attempt to operate by consensus, but

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failing consensus all actions taken by the Panel must be approved by at least five affirmative votes. The major responsibilities of the STAR Panel are as follows:

- a. STAR Program - The STAR Panel determines the specific details of the STAR Program. The Panel establishes operational procedures, develops all necessary forms and documents, and generally manages the STAR program. The STAR Panel will be provided the staffing needed to perform these duties.
  - b. STAR Program Consulting Teachers - The Panel selects the STAR program consulting teachers based on criteria established elsewhere in this document. These teachers are trained to offer peer assistance and trained in the specific details of the STAR Program. The Panel continuously monitors and evaluates the effectiveness of STAR Program consulting teachers and makes decisions regarding their continuation in the program.
  - c. STAR Program Participants - Newly-hired Staff Participants - Specific guidelines for classroom observations, conferences, in-service, and interim reports based on statutorily-required and bargained performance criteria, are developed by the STAR Panel.
  - d. Intervention Staff Participants - The Panel reviews and acts upon "Recommendation for Intervention" forms. If the Panel agrees to include a teacher in the STAR Program, the Panel notifies the teacher and the building principal and assigns a STAR Program consulting teacher.
4. Status Reports and Evaluations - The STAR Panel monitors the progress of each participant by reviewing status reports and evaluations regularly submitted by STAR consulting teachers. While participating in the STAR Program, building principals will evaluate employees, consistent with SPS policies and the Collective Bargaining Agreement. While participating in the STAR Program, no employee will be placed on probation.
  5. The STAR Panel is updated at regular intervals on the progress being made by STAR participants. A Final Report is completed by the consulting teacher and is submitted for review by the STAR Panel. When the Panel receives this report from a consulting teacher stating that a STAR program participant needs no further assistance or that further assistance will not be productive, the panel, if it concurs, completes and forwards an "Exit from STAR Program" form for inclusion in the participant's personnel file. A copy of this form is sent to the participant as well. This form will contain the following information:
    - a. Date the teacher began in the STAR program.
    - b. Date the teacher exited the STAR program.
    - c. Whether the teacher exited the STAR Program satisfactorily or unsatisfactorily.
    - d. The goals which were mutually established by the consulting teacher and the participant.
    - e. A listing of all meetings or site visits involving the consulting teacher and the teacher, including a log of dates and times met.
    - f. After this material has been in the former participant's personnel file for five years, the former participant may, upon written request to the Executive Director of Human Resources, have the information listed above removed from her/his personnel file.
  6. The STAR Consulting Teacher Selection Criteria:
    - a. Demonstrates outstanding professional and/or teaching ability.

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- b. Demonstrates ability to work successfully with racially, culturally and linguistically different groups.
- c. Demonstrates talent in written and oral communications.
- d. Demonstrates leadership ability or potential within her/his profession.
- e. Demonstrates ability to work cooperatively and effectively with other professional staff members.
- f. Has extensive knowledge of a variety of classroom management and instructional techniques.

### 7. Selection Process:

There is an application form specifically for the position of STAR consulting teacher. An announcement will be posted annually throughout the SPS for this position with an application deadline. Applications will be accepted at any time and kept on file for future consideration based on the expansion and/or needs of the Program. In addition to submitting a properly completed application form, each applicant is required to submit a minimum of three and a maximum of five references directly to the STAR Panel. These references may be submitted from the following individuals:

- a. A reference from her/his building principal or immediate supervisor if the teacher is not assigned to a school building.
- b. A reference from a union representative.
- c. References from two other teachers from her/his building or program if the teacher is not assigned to a school building.

The STAR Panel reviews the application and identifies teachers for further consideration. The STAR Panel will conduct interviews with the finalists. The Panel selects teachers from this group of applicants. All applications and references are treated with the strictest confidentiality and will not be disclosed except as required by law.

### 8. Assignment Status:

Applicants who are not accepted as consulting teachers are notified in writing. Those who are selected by the STAR Panel as consulting teachers will:

- a. Continue in their current assignment until the STAR Panel determines the need for a consulting teacher. Identification by the Panel as a consulting teacher is not a guarantee of an active assignment.
- b. Upon assignment, work full-time as a consulting teacher until the Panel determines the service is no longer needed. Generally, assignments will be for the school year and will not continue more than three years. Once an individual has served as a consulting teacher, the individual may reapply to be a consulting teacher after returning to her/his regular duties for a period of three years.
- c. Have a right to return to their most recent teaching assignment regardless of the length of the consulting teacher assignment, and to receive any supplemental contracts that they held at the time of their assignment. If the duty-service for which the supplemental

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contract was issued is no longer in existence, there is no obligation on the part of the SPS to provide another supplemental contract.

- d. Supplemental contracts held by consulting teachers before assignment to the STAR Program will be ended upon assignment and payment will be prorated if the services under the contract have begun.
  - e. Upon assignment in the STAR program, consulting teachers will receive a supplemental contract for services as an assigned consulting teacher at the rate of \$5,875 per year. Partial years will be prorated. Consulting teachers will work a 185-day year and will be compensated for additional assigned STAR program-related work beyond this period on a per diem basis. The per diem amount shall be based on their regular rate of pay and the STAR program supplemental contract.
9. The STAR Participant – Newly -hired staff participants:
- a. All newly-hired teachers who have not previously participated in the STAR program will participate for at least one year for the purpose of professional development and evaluation. The STAR Panel will have the authority to excuse a teacher from the program because of special job-related considerations.
  - b. Upon satisfactory exit from the STAR program, newly-hired participants will be guaranteed a continuing contract if funded, open positions exist within their categories for the following year.
10. Intervention Staff Participants:
- The process of enrolling a teacher as a STAR Program participant is initiated whenever a building principal or program manager, or SEA-represented employee believes that a teacher is experiencing serious difficulty in the performance of professional duties and could benefit by intervention from a STAR consulting teacher.
11. A candidate is recommended for selection as a STAR intervention participant by their building principal, program manager, or immediate supervisor, by an SEA-represented employee at their worksite, or by candidate self-nomination. If the building principal, program manager, or immediate supervisor is the initiating party, she/he will complete the "Recommendation for Intervention" form, and discuss the recommendation with the candidate.
12. If an SEA-represented employee is the initiating party, she/he shall, in writing, recommend to an SEA Building designee that the employee be considered a candidate for participation in the STAR Program. (The SEA designee shall be democratically elected by a majority of the SEA-represented employees at that worksite.) If the SEA site designee concurs with this recommendation, she or he completes a "Recommendation for Intervention" form and informs the candidate.
13. In either case, for the recommendation to continue receiving consideration, both the building principal, program manager, or immediate supervisor and the SEA Site designee must agree that the candidate is in need of intervention assistance. They both sign the "Recommendation for Intervention" form and forward it to the STAR Panel. If this is not the case, no further action will be taken at that time to include the candidate in the STAR Program.
- a. If a candidate wishes to self-nominate, she/he will complete a "Recommendation for Intervention" form and forward it to the STAR Panel, noting the self-nomination on the form.

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- b. Once a candidate has been recommended to the STAR Panel, she or he may submit a written statement commenting on their recommendation.
  - c. The STAR Panel will review and act upon the recommendation. If the Panel agrees to include a teacher in the program, the panel will notify the teacher and the building principal, program manager, or immediate supervisor. The Panel will assign a STAR consulting teacher to the new program participant. The teacher's participation is voluntary, but both the SEA and the SPS strongly encourage individuals to participate. If a teacher chooses not to participate in the STAR Program, this will be documented in the teacher's personnel file on a form created by the STAR Panel.
  - d. While a teacher is participating in the STAR Program, she/he cannot be administratively transferred unless approved by the STAR Panel. The STAR Panel may initiate an administrative transfer if it is likely to increase the participant's chance for success in the Program.
14. Career Assistance Services:
- STAR Program participants may receive career assistance services, including individual career counseling. These services will be provided by an outside contractor chosen by the STAR Panel. Consulting teachers may recommend career assistance services for participating teachers to the STAR Panel. The STAR Panel will decide whether such services shall be provided and for what period of time after reviewing the consulting teacher's recommendation and consulting with the participant's building principal or program manager.
15. Seattle School's Educator Academy: The Academy shall be charged with the creation and delivery of a comprehensive staff development program for the continuing education and professional development of SEA-represented employees. Such programs shall:
- a. Promote peer instruction.
  - b. Provide instruction from leading educators, trainers and facilitators from outside Seattle Schools.
  - c. Provide in-service opportunities, clock hour programs and facilitate the delivery of low-cost college credit programs which reflect the needs defined by SEA-represented employees and specifically designed to facilitate the delivery of quality education in an ethnically diverse, urban setting.
  - d. Provide classroom instruction, laboratory learning opportunities and exposure to technological innovations.
  - e. Encourage and facilitate opportunities for Seattle educators to engage in team building, planning, and the development of innovative instructional programs and school/program design.
16. Governed cooperatively by an Academy Governance Committee (AGC) comprised of:
- a. A majority of SEA members who shall be appointed by the SEA President.
  - b. SPS administration representatives appointed by the Superintendent.
  - c. Parent/Community and Higher Education representatives appointed by AGC and SPS administration.



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- d. Located in a Seattle school facility and staffed in accord with the procedures developed by the AGC.

17. Background:

The STAR Program is a collaborative effort between the SEA and the Seattle Public Schools, which was negotiated in the fall of 1991. Both parties recognize that implementation of the STAR Program is contingent upon funding, primarily from sources outside the Seattle Public Schools. It is further understood that both the newly-hired and intervention components of the STAR program must be implemented at the same time and that, at a minimum, a five-year funding commitment is needed to begin the Program. The Academy concept outlined in this document need not be implemented initially, but is vital to the long-term success of the STAR Program.

18. STAR Program Review:

The SPS or SEA may initiate a formal or informal review of the STAR Program at any time.

## **ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES**

## **ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES**

### **SECTION A: ADMINISTRATIVE RESPONSIBILITY AND AUTHORITY**

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

### **SECTION B: NONDISCRIMINATION RIGHTS**

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

1. The SPS is committed to treat all sexual harassment complaints with respect and confidentiality regarding the personal privacy of all concerned parties.
2. Retaliatory action against anyone filing a complaint of sexual harassment is strictly prohibited.
3. There shall be no discrimination against any employee in respect to assignment, promotion or condition of work due to high position on the salary schedule.

### **SECTION C: REPRESENTATION RIGHTS AND DUE PROCESS**

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

### **ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES**

from these provisions, except that subsequent discussions of the evaluation following the receipt of the written evaluation may involve representation pursuant to these provisions.

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

### **SECTION D: EMPLOYEE PERSONNEL FILES**

1. There shall be only two files established for maintenance of employee 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. 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.
5. The limitations in this section shall not be applied in a manner that would require the SPS to violate State or federal law.

### **ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES**

6. Materials placed in the employee's SPS personnel file after the employee's employment is approved by the Board are available for review by the employee under the rules, regulations, and procedures of the SPS.
7. All materials related to an employee's evaluation, discipline, or complaints held at the work location, except for the building copy of the formal evaluation, shall either be transferred to the SPS personnel file or shall be destroyed at the end of the work year, except that the observation report form (see Appendix J and J2) for those employees determined to be unsatisfactory and/or in need of improvement or a performance improvement plan may be retained in the building until the employee's performance has improved as set forth in the observation report form. However, observation report forms for those employees determined to be in need of improvement may not be retained at the building beyond twelve (12) months following the completion of the next school year's performance evaluation.
8. College/university credentials that are confidential shall be handled as directed by the college/university after employment is approved by the SPS Board.
9. Materials reviewed by an employee and judged by the employee to be derogatory to his/her conduct, service, character, or personality may be:
  - a. Answered and/or refuted by the employee in writing. The written response shall be permanently attached to the materials and shall become a part of his/her written personnel records.
  - b. Pursued by use of the grievance procedure.
10. Material judged through the grievance procedure to need adjustment shall be modified or removed as appropriate.

### **SECTION E: ACADEMIC FREEDOM**

1. The exercise of full rights of citizenship is guaranteed by the SPS for employees. Toward that end the employee must be free to think and to express ideas, free from undue pressure of authority, and free to act within his/her professional group. The freedom must be unrestricted except as it conflicts with the basic responsibility to utilize properly the current SPS authorized course of study and SPS rules and regulations which each member of the profession must accept.
2. The principle of academic freedom for employees shall not supersede the basic responsibilities of the employee to the education profession. These responsibilities include:
  - a. A commitment to support the Constitution of the United States;
  - b. A concern for the welfare, growth, and development of children; and,
  - c. An insistence upon objective scholarship.
3. The professional staff shall assist in designing the curriculum, in conformity with the laws of Washington and the rules and regulations of the State Board of Education.
4. Free interchange of ideas leading to clearer understandings at the maturity level of pupils must be expected as a part of effective teaching. Any challenge of members of the professional staff relative to the use of educational materials on the basis of suitability, upon their presentation of ideas involving morality or patriotism, or upon their literary merit, shall be resolved through utilizing established administrative channels.

### **ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES**

5. No single instructional philosophy or technique is prescribed by the SPS for the instruction of a Special Education student.
6. The SPS agrees to conform to the School Board policy concerning ownership provisions of copyright materials.

### **SECTION F: CLASSROOM CONTROL**

1. The SPS shall support and uphold employees in their efforts to maintain a sound learning environment. Using professional judgment the employee shall request assistance if a student substantially disrupts the classroom environment and shall provide written information/requests for assistance as required. It shall be the responsibility of the appropriate administrator to provide assistance in an immediate or timely fashion consistent with the circumstances.
2. Consistent with SPS discipline procedures, the principal and certificated employees of each building shall confer at least annually for the purpose of developing, or reviewing, or both, building discipline standards and the uniform enforcement of those standards. (WAC 180-40-225(1b))
3. Employees are required by law to maintain a suitable environment for learning, and administrators have the responsibility for maintaining and facilitating the educational program. A student who by his/her behavior is substantially disrupting the classroom environment may be removed from a class pending action by the SPS, subject to the provisions of SPS regulations and procedures in accordance with State law and Chapter 180-40 WAC. Students shall be removed from the classroom only for the violation of established rules as set forth in the SPS Statement of Rights and Responsibilities, the laws of the State of Washington, Washington Administrative Code Chapter 180-40, or the rules and regulations of the SPS and the Federal Government.
4. A student may be removed immediately from a class, subject or activity by a certificated teacher and sent to the building principal/program manager or other designated school authority provided the teacher has good and sufficient reason to believe the student's presence poses an immediate and continuing danger to the student, other students, or school personnel or is an immediate and continuing threat of substantial disruption of the class, subject, activity or educational process of the student's school, according to Chapter 180-40 WAC as now or hereafter amended.
5. The student shall remain out of the class, subject or activity only until the danger or threat ceases or until the building principal/program manager or other designated school authority acts to impose discipline or short-term suspension, initiates a long-term suspension or expulsion, or imposes an emergency expulsion.
6. The building administrator will utilize written recommendations from employees in his/her deliberations relative to potential student classroom suspensions and expulsions.
7. When a student is returned to school following temporary removal or suspension from school or from a class, subject or school activity, the administrator, in consultation with the employee(s), shall specify in writing the conditions, if any, for the student to return.
8. Prior to the time the student is returned to the class(s), subject(s) or activity(s), the building principal/program manager or school authority shall notify the teacher who removed the student of the action which has been taken or initiated.

### **ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES**

9. Parents and/or guardians shall be adequately informed of the classroom behavior of their children so they may take corrective measures where necessary.
10. The SPS will continue to provide classes and programs for students who are unable to profit from the regular educational program.
11. All visitors shall obtain the approval of the principal/program manager or his/her designee, prior to entering a classroom. The principal/program manager will contact the employee regarding the pending visit and will respect a request to postpone the visit if the timing would be disruptive to the activity taking place at the time. Visitors will be encouraged to contact the teacher to schedule the visit. Each school shall develop a plan to accommodate visitors during the spring assignment process. Prior to the adoption of the plan, the principal/program manager shall seek input from staff and parents. This does not apply to classroom visits by SPS personnel.

### **SECTION G: EMPLOYEE PROTECTION**

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

### **SECTION H: SAFETY AND SECURITY**

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

### ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES

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.

### ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES

- 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 readmittance after successfully completing a behavioral modification program.



### ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES

- 3) The SPS will reassign these students on an even basis across the SPS in appropriate individual schools and classrooms when they are readmitted to a regular school, unless there are extenuating circumstances.
  - 4) The SPS will provide the principal and SEA written reasons for the extenuating circumstances.
  - 5) The principal will be responsible for distribution to impacted staff.
  - 6) The principal or designee will immediately and thoroughly investigate oral and/or written reports regarding weapons, explosives and firecrackers and/or assaultive behavior.
  - 7) The principal or designee will take prompt and reasonable action to protect employees and students and their property.
  - 8) The principal or designee will report all incidents of weapons possession and/or serious assaultive behaviors to Safety & Security.
  - 9) The student's parents or guardians will be promptly informed of the incident.
  - 10) Students who have been expelled for offenses relating to weapons or serious assaultive behaviors must participate in and successfully complete an approved behavioral modification program prior to readmittance to a new regular Seattle Public School.
  - 11) Every effort will be made to secure involvement and support of a parent, guardian or responsible adult.
  - 12) The enrollment of juvenile sex offenders shall be in schools where victims or victims' siblings are not in attendance.
  - 13) SPS policy regarding gangs on school grounds will provide for student suspension and/or expulsion.
- b. Special Education: In the event a Special Education student is emergency expelled for misconduct related to the disability, the SPS, if necessary:
- 1) Will file in the appropriate court a petition for a temporary restraining order and preliminary and permanent injunctions asking that the court authorize continued exclusion from school pending consideration of appropriate placement.
  - 2) Receiving certificated employees will be immediately given all information properly available concerning students expelled for weapons, dangerous devices, or serious assaults, including the intervention and behavior modification program or equivalent, related to the weapons/suspension prior to admittance to classrooms.
6. Disruptive Non-students: The SPS will recommend to the appropriate prosecuting attorneys that any individual on school premises under the influence of alcohol or who has possession of drugs or other non-prescribed narcotic substances and/or who physically or verbally abuses or intimidates or interferes with an employee performing his/her 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.

### **ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES**

8. Searches: Bargaining Unit employees will not be required to search a student, a student's possessions, or a student's locker. Employees may be assigned to supervise other students while search is in progress.
9. Health and Safety Needs:
  - a. The August 21, 2003 Memorandum of Understanding Establishing a Joint Health and Safety Committee will remain in effect for the duration of this Agreement.
  - b. The SPS shall provide a safe and healthy workplace per State law, WAC 296-24-020.
  - c. Teaching stations shall be equipped for the purpose of communicating in emergency situations.
10. HIV/AIDS, Hepatitis B Training and Inoculation Requirements:
  - a. The SPS will advise the SEA of those employee groups which will receive special Hepatitis B training and who will be offered pre-exposure inoculations.
  - b. The SPS will provide HIV/AIDS - Hepatitis B training as required by law.

### **SECTION I: NO REPRISAL FOR DISCLOSING MISDEEDS**

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

## **ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS**

## **ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS**

### **SECTION A: BASIC EMPLOYMENT CONTRACT AND EMPLOYEE RESPONSIBILITIES**

1. Employees receive a basic contract for 182 days of work.
2. All employees shall fulfill their contracted number of days during the regular school calendar, unless otherwise agreed to between the employee and his/her supervisor so long as State requirements are met.
3. The requirements for fulfilling the basic contract are as follows - Plan for and deliver or support quality instruction for students:
  - a. Plan daily lessons and implement SPS curriculum as outlined in the site's Transformation Plan, SPS curriculum documents, and State EALRs, including use of various instructional strategies and resources. Specialists plan and provide meaningful program activities that support student progress toward building, SPS and State EALR goals.
  - b. Provide meaningful and engaging instruction during available instructional time.
  - c. Administer assessments and use the results to inform instructional planning, modify lessons or instructional style to meet individual needs of students.
  - d. Maintain in a timely manner all required reports including such items as grade books, attendance, necessary data collection and anecdotal record keeping.
  - e. Adhere to Washington Administrative Code, State and federal requirements and SPS policy (for example: Vocational Education Programs, Special Education Programs, and 504 Plans).
  - f. Create and provide a culturally responsive learning environment that acknowledges all students.
  - g. Participate in staff meetings. Within a building/program, employee and departmental or grade level meetings are necessary to provide and receive information that may include sharing in decisions related to site issues. Building/programs will decide how best to use staff and departmental/grade meeting time to address issues identified by the staff or administration. Emergency meetings will be called whenever conditions require.
  - h. Communicate with parents/guardian.
  - i. Parent/guardian involvement is an essential element of student growth and positive community relationships.
  - j. Employees will participate in site decisions for parent/guardian communications and meetings.
  - k. Employees will maintain contact with parents/guardians, return phone calls, notes, or e-mails, and be proactive when dealing with student concerns (such as discipline, low achievement, etc.).



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- a. Contracts must be returned by the staff members within fourteen (14) calendar days of date of issuance. If not returned by that date, a contract will be presumed to be rejected unless other arrangements have been made with the Director of Human Resources.
  - b. Staff members can only be released from their individual certificated non-supervisory contract upon approval of the SPS Board of Directors.
2. Non-Continuing Contracts
- a. Certificated employees hired by the SPS to replace employees who have been granted official SPS leaves shall be contracted not to exceed one (1) year in accordance with RCW 28A.405.900 and shall receive fringe benefits in accordance with this Agreement. Employees on non-continuing contracts will be evaluated as if they were employees with provisional contracts.
  - b. The SPS will annually review the status of all individuals who are on non-continuing contracts. If the number of individuals who are on non-continuing contracts exceeds the number of employees on leave, the SPS will offer provisional or continuing contracts to a number of non-continuing contracted employees. The number of employees who will be offered provisional or continuing contracts shall be equal to the difference between the number of non-continuing employees and the number of employees on leave, who have a guaranteed right to be placed in the displacement pool when they return from leave. The SPS will provide the SEA with a list of those employees who have been offered provisional or continuing contracts. The list shall be provided to the SEA by March 16th of each year. The following procedure will be followed:
    - 1) In January or early February, principals/program managers are asked to make recommendations for conversion of their non-continuing contracted employees.
    - 2) Employees on non-continuing contracts who are not recommended are immediately balanced against a person on leave who has the same category as they do.
    - 3) The remaining employees on leave are analyzed, by categories, to determine how many there are in the various teaching areas; i.e., special education, elementary education, etc.
  - c. Each person on a non-continuing contract is balanced against a person on leave who has the same category. If there are more non-continuing contracts with the same categories than there are people on leave, employees are converted to either a provisional 1, provisional 2, or continuing contract (depending upon experience).
  - d. Conversions are based upon the following criteria:
    - 1) principal/program manager recommendation
    - 2) date of employment
    - 3) diversity
    - 4) SPS need
    - 5) certification flexibility
    - 6) unique skills and expertise
  - e. In March, during the staffing process, principals/program managers shall staff their recommended non-continuing contracts into their vacancies. These staff will then receive provisional or continuing contracts based upon years of experience in Washington State retroactive to their start date in the current school year.

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

## SECTION C: BASIS FOR TRI AND BASIC SALARY

1. The compensation for SPS employees shall be for the services rendered pursuant to the employee's contract.
2. The SPS will bring certificated TRI payments to the 5th place among the 11 comparison school districts by the 2008 - 2009 contract year. The SEA and SPS have agreed on the comparison districts and the methodology that will be used to compare TRI pay; this information is found in Appendix B.
3. Salary
  - a. It is the intent of the parties to comply with the limitations imposed by State laws, State appropriations acts and the appropriate LEAP documents. No provisions of this Agreement shall be interpreted or applied so as to place the SPS in breach of the salary limitations imposed by State law or subject the SPS to a State funding penalty.
  - b. The salary schedule for 2004-05 has been negotiated and is appended.

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- 1) For each subsequent year (2005-06, 2006-07, 2007-08 and 2008-09) the negotiated Certificated Non-supervisory Employee Salary Schedule will be increased by the percentage, if any, the Legislature provides for increases through the annual State Allocation Model. The same percentage increase, if any, will be applied to the Special and Supplemental Assignment Schedule (Appendix F) and Certificated Non-Supervisory Staff Extra-Time Hourly Rates (Appendix D).
  - 2) Prior to effectuating the annual salary adjustment noted above, the SPS will consult with SEA concerning the appropriate amounts and mechanics. If the parties are unable to agree on the amount and mechanics for implementation, the subject of adjustments will be treated as a negotiable matter and the SPS's pass-through commitment will be deemed null and void except as agreed in subsequent negotiations.
- c. Increments and lane changes will be granted each year through 2008-09.
- d. Roll-up or Carry Forward
- 1) In April of each year though 2008-09 the SPS in consultation with SEA will determine whether there remains additional pass-through capacity or negative capacity for annual salaries within the State's State-funded salary lid law.
  - 2) If the SPS, in consultation with the SEA, determines that one-tenth of one percent (0.1%) or more salary capacity is available, either salary adjustments will be implemented to reach full salary capacity for the current year or the amount available will be carried forward to adjust compensation in the subsequent year.
  - 3) If the SPS, in consultation with SEA, determines that less than one-tenth of one percent (0.1%) is available, no adjustment will be made.
  - 4) Prior to effectuating roll-up or carry forward adjustments, the SPS will consult with SEA concerning the appropriate amounts and mechanics. If the parties are unable to agree on the amount and mechanics for implementation, the subject of adjustments will be treated as a negotiable matter and the SPS's roll-up or carry forward commitment will be deemed null and void except as agreed in subsequent negotiations.
- e. Salaries are open for negotiation for 2006-07 and subsequent years to address any salary increases for substitute educators.

### SECTION D: TIME, RESPONSIBILITY AND INCENTIVE

The SPS and SEA believe:

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

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



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- k. Working with computers and other technology as related to educational uses;
  - l. Attending SPS and/or school-connected meetings and governance such as PTSA, etc.;
  - m. Participating in the development of a school plan or other building activities or committees;
  - n. Participating in a reasonable number of IEP and Section 504 meetings and communicating with parents/guardian and students.
6. The mandatory portion of the supplemental responsibility contract (TRI) covers participation in scheduled meetings and professional development as follows:
- a. Under the supplemental responsibility contract the employee will be required to participate in the following scheduled activities:
    - 1) One (1) SPS scheduled TRI day. The SPS may choose to provide flexibility on the use of all or part of the day.
    - 2) Two (2) building directed TRI days or the equivalent in hours (for these purposes a day is 8 hours).
    - 3) One (1) TRI day is calendared before the first student day.
  - b. Part-time staff will receive a full day's pay for any full days worked. Part-time staff will submit time sheets for the portion of scheduled TRI hours that exceeds their FTE, when they work the time. For example a .5 FTE staff member will receive a .5 of the total TRI supplemental salary; in addition the staff member will receive 4 hours per diem pay for the additional time he/she will work under the TRI provision. (TRI Days are 8 hour days.)
  - c. All employees with regular contracts (provisional, continuing or leave-replacement contracts) are eligible for full TRI supplemental contracts prorated for their FTE. Building Designated Substitute Teachers and each Long-Term Substitute who has agreed to teach a special education class for which they do not have an endorsement are entitled to a full TRI supplemental contract prorated for their FTE and the portion of the year they are under contract or are a Long-Term Substitute.
  - d. Each employee is responsible for maintaining a personal record of work in case the State auditor requests verification of having met the responsibility contract. This record is not submitted to the SPS.
  - e. The Time Responsibility and Incentive Salary Schedule and Index found in Appendix C will be increased as follows:
    - 1) The Bachelors Degree/Step 0 TRI payment for 2004-05 is \$2883. The amount is the base salary that is applied to the TRI index found in Appendix B to generate the 2004-05 TRI Schedule.
    - 2) For 2005-06 TRI compensation will be increased by adding to the 2004-05 TRI base an amount equal to 1.5% of the 2005-06 regular salary schedule base salary (BA only/Step 0. This new amount will then be applied to the TRI index found in Appendix B to generate the 2005-06 TRI Salary Schedule. The 2006-07 TRI compensation increase will be 3.5% of the 2006-07 regular salary schedule base salary added to the 2005-06 TRI base. This new amount will then be applied to the TRI index found in Appendix B to generate the 2006-07 TRI Schedule. The 2007-08 TRI

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compensation increase will be 3.0% of the 2007-08 regular salary schedule base salary added to the 2006-07 TRI base. This new amount will then be applied to the TRI index found in Appendix B to generate the 2007-08 TRI Schedule.

- 3) The TRI increase for the 2008-2009 school year will be an across-the-board amount that brings Seattle's TRI Salary Schedule to the 5th highest TRI of the 11 comparative districts (Appendix B). The criteria used to measure TRI for these negotiations and establish the framework for measuring TRI for 2008-09 is found in Appendix B. If there are disputes that the parties cannot resolve regarding the computations for the 2008-09 TRI schedule, either may submit the matter to arbitration for resolution concerning the appropriate computations.
7. Employees new to the SPS will receive additional three (3) mandatory days compensation scheduled by the SPS for employee orientation. Retire/rehires or staff returning to the SPS after an absence of less than 5 years are not provided this time.
8. Hold Harmless for Both Parties: In the event the SPS's maintenance and operations levy does not pass (double levy failure), the provisions for the TRI Supplemental Responsibility contracts shall be null and void for the following school year and thereafter (until and unless the maintenance and operation levy passes) provided (a) the SPS and SEA meet and negotiate regarding continuance of any of these responsibilities, additional time and compensation and (b) if agreement is not reached by the parties in a timely manner, the SPS shall have no obligation to continue the responsibility stipend but will have a responsibility to work with SEA regarding which additional responsibilities will no longer be required or will be modified to a reasonable level because of the loss of the responsibility stipend.

## SECTION E: SUPPLEMENTAL CONTRACTS FOR STIPENDED ASSIGNMENTS

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

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- b. Responsibilities as described in the job description;
  - c. Number of students supervised;
  - d. Extra time and days required over and above the work day and work year of employees and;
  - e. Number of other adults supervised.
4. Activity coordinators, deans, house administrators and head counselors shall not have any additional supplemental assignments. The building principal/program manager should seek to balance other extra curricular and special assignments at the building level. No employee may have more than two (2) compensated supplemental assignments except as provided in b) below. Assignments shall not have overlapping times, except department heads may have an overlapping compensated supplemental assignment for one (1) sports season during the school year.
- a. Any employee who has more than two (2) compensated supplemental assignments shall submit to the building principal/program manager a list of those compensated supplemental assignments which he/she currently holds, in preference order.
  - b. The building principal/program manager shall attempt to reallocate compensated supplemental assignments other than the top two (2) selected by the employee. If no qualified employee in the building who is eligible to hold a supplemental assignment is willing to accept the assignment, the assignment shall be returned to the employee currently holding that assignment.
5. Appointments to supplemental assignments are on a yearly basis in accordance with RCW 28A.405.240. An employee appointed to an assignment shall normally be reappointed to the assignment for the forthcoming school year, provided that:
- a. Employees holding supplemental assignments shall have their appointment to a supplemental assignment reviewed each year by the building principal/program manager. This review will be based on the written job description or posting.
  - b. Every five (5) years from the date of initial appointment each supplemental assignment will be reviewed by the principal/program manager. The appointment will be reviewed using the following considerations. An employee may exercise an exception to this review by declaring his/her intent to retire. An employee may use the retirement exception once for any given supplemental assignment.
    - 1) General female/male and racial minority/majority balance of supplemental assignments throughout the building;
    - 2) Established education requirements needed for the assignment, as stated on the job description;
    - 3) Established experience requirements needed for the assignment, as stated on the job description;
    - 4) Progress of the department/assigned area in meeting building/program goals established by the building Academic Achievement Plan/Transformation Plan where appropriate; or,

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- 5) The opportunity to provide leadership experience and/or professional growth for other qualified employees in the building/program.
  - c. Assignments to a specialized or supplemental assignment will be made to non-certificated staff only if a qualified certificated staff person is not available for the assignment.
  - d. Any employee not reappointed shall be given notification of his/her removal by the first Monday in June of the current school year. An exception to the June date is allowed when the activity is not offered due to insufficient participation, reorganization, financial reasons, or when the employee is not reassigned to the building. In the case of an exception to the June date being used, the principal/supervisor will notify the employee at the earliest possible time thereafter.
6. Employees who are not reappointed to a supplemental assignment shall have a conference with the building principal/program manager and shall receive a written explanation including the reasons from the building principal/program manager by the close of the current school year.
- a. The written explanations shall include a just and sufficient cause only when the non-reappointment is a result of the yearly review and not the result of the provisions set forth in Article IV,E,5,b above.
  - b. Employees not reappointed shall have the right to utilization of the grievance process.
  - c. Appointments for positions are finalized through issuance of the Supplemental Contract. The SPS shall issue Supplemental Contracts for the next year as early as possible. Assignments are confirmed through prompt return of the signed Supplemental Employee Contract.
  - d. When an employee in a stipend position is absent for more than twenty (20) consecutive days without pay, he/she shall not receive the stipend pay for the period of time during which substitute service is rendered. An employee from within the school or from another school who substitutes for another employee in a stipend position shall receive the stipend pay after twenty (20) consecutive days of service retroactive to the first day of service.
7. Appointments to the positions of department head, team leader, head counselor, dean, house administrator and subject matter specialist shall be made by the process described below from a list of candidates who have applied through the Site-Based Hiring Process.
- a. Human Resources shall advertise all openings in the weekly job postings and on the SPS's web site.
  - b. Applications will be filed with the school/program that has the opening and the Site-Based Hiring Process will be followed.
  - c. Applicants will be interviewed using the Site-Based Process. Recommendations will be forwarded to Human Resources, who will make the final offer.
  - d. In the event there is no vacancy in a building in the subject area/grade level or department in which a stipend is available, the stipend will be publicized within the building. Current employees interested in the position will notify the school and the Site-Based Hiring Process will be utilized.

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- e. If a stipend position is filled by someone who is already in the building or program, the position created by this movement may be filled using the candidate pool who applied for the stipend position.
8. The Compensation Schedule for Special and Supplemental Assignment for 2004-05 shall be shown in Appendix F of this Agreement.
    - a. Supplemental assignments will be reported by building principals/program managers to Human Resources as early as possible. Every reasonable effort will be made to begin stipend payments for school year assignments on the 10/01 payroll. Assignments that are dependent on the 10/01 student enrollment count, e.g., department head, team leader, will be paid retroactively on the November payroll.
    - b. Once a department head or team leader stipend is established on the basis of the 10/01 classification report, that amount will not be changed either up or down due to enrollment changes for the remainder of the school year.
    - c. Copies of job descriptions for all positions on the Compensation Schedule for Special and Supplemental Assignments are available in Human Resources and at each work site.
    - d. Substitute teachers shall be provided as needed for coaches who receive approval of the appropriate building and SPS administrators to attend tournaments and championship interscholastic sports events.
    - e. Each senior high school will receive three (3) periods of released time or its equivalent. These released periods shall be assigned by the building principal/program manager for utilization by department heads and/or other staff in order to assist the instructional program of the school in accordance with the building decision-making process.
    - f. Per Diem Days: Each secondary and middle school shall be allotted twenty-five (25) extra days of duty per year for the use of its curriculum area departments. Individuals who serve these days shall be paid at their per diem rate. An individual employee, a department head, or a group of department heads, Building Leadership Team or the faculty representative organization may submit a proposal for utilizing the time available to their school, subject to approval by the building principal/program manager.
    - g. Per Diem Days: Per diem for any supplemental assignment of an employee who is assigned additional days beyond those specified in his/her contract shall be his/her contract salary, excluding stipends, divided by the number of days specified in his/her contract.
    - h. Substitute Days: Secondary and Middle Schools shall have available, upon written request to the building principal/program manager, substitute days for the purpose of releasing department heads, team leaders, and other employees for observing and assisting in improvement of instruction in accordance with Article XI and other approved activities on the basis of one (1) day for every three (3) non-supervisory certificated employees in the school.
    - i. Compensation for supplemental assignment will be determined through the procedures of Human Resources in accordance with appropriate pay schedules. Supplemental assignments will be reported to Human Resources as early as possible by the responsible administrator and will be processed for payment in the next appropriate payroll.

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- j. The SPS contribution for elementary stipends listed in Appendix F shall not be reduced should other SPS programs or outside agencies provide other stipends or paid positions to a building or program.
- k. This Agreement will continue the additional \$1,000 for stipends for elementary schools added per the 2000-01 extension of the Collective Bargaining Agreement.
- l. During the 2005-06 through 2007-08 period the parties will initiate a review of all stipends (amount, activities, governance and leadership), their purpose, effectiveness and the formula used to distribute these resources to buildings. The parties will negotiate over any recommended choices or redistribution of existing resources.

### SECTION F: SALARY SCHEDULE PLACEMENT

- 1. The employee's position on lanes of the salary schedule shall be determined by totaling the number of acceptable credits and degrees. All employees hired as of October 1, 1990 and employees re-hired by the SPS as of October 1, 1990 (who have been gone for five (5) years or more) will be placed on the salary schedule in accordance with their Bachelor's Degree and actual educational credits earned after the granting of that degree. Effective 10/01/90 additional credit hours earned after the granting of the Bachelor's Degree and credit for experience shall be applicable for advanced placement on the salary schedule provided that the credits and experience were recognized by the Office of the Superintendent of Public Instruction (OSPI) in accordance with applicable provisions of WAC 392-121. If an employee holds two (2) or more Bachelor's degrees, eligible credits for advanced placement on the salary schedule shall be those credits earned after the granting of the employee's first Bachelor's Degree in any field.
- 2. An employee shall present all official transcripts in envelopes sealed by the college/university as soon as possible after a contract is offered. Transcripts for Human Resources are required in addition to transcripts sent to the Superintendent of Public Instruction, Olympia, Washington, for certification purposes. Submission of transcripts to Human Resources as college credits are earned is required for accurate salary placement.
  - a. A statement of evaluation of credits to be used to establish salary placement shall be sent to each employee new to Seattle Schools after his/her transcripts have been received and evaluated by Human Resources.
  - b. Acceptable Credits: All acceptable credits will be subject to the restrictions provided in Article IV,F,1, above:
    - 1) College Credit: All education-related credits earned through colleges/universities accredited by the National Council for the Accreditation of Teacher Education and/or by the American Association of Collegiate Registration and Admission Offices (AACRAO) shall be acceptable for advancement on the Certificated Non-Supervisory Employees Salary Schedule. Other college/university credit shall count toward advancement on the Certificated Non-Supervisory Employees Salary Schedule, provided the institution is reported in the publication "ACCREDITED INSTITUTIONS OF POST-SECONDARY EDUCATION" published by the American Council on Education as having a rating of good or better.
    - 2) Foreign Colleges and Universities: Credits earned from foreign universities and colleges accepted by an accredited American college/university shall be counted toward advancement on the Certificated Non-Supervisory Employees Salary Schedule.

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- 3) In-service and Workshop Credit: Professional in-service credit earned and reported prior to 10/01/79 which was earned while attending Seattle Public School Staff Development Training Programs, shall be acceptable for advancement on the Certificated Non-Supervisory Employees Salary Schedule.
  - 4) Professional In-Service Credit: Professional in-service credit earned and reported prior to 10/01/79 may be granted for certain types of curriculum committee activities, professional association workshops, study conferences, or the like, upon approval of the Professional Development Office. The number of credits may vary depending upon the activity.
  - 5) Community College Credit Including Physical Education and Activity Courses: Undergraduate work done while attending an accredited community college shall be accepted for salary purposes if the community college work is accepted by the college/university where the B.A. degree is earned.
  - 6) Community college credits earned in accredited community colleges after a B.A. degree has been granted will be accepted at full credit value for salary purposes, following the established rules for the acceptance of college credits. The credits earned must be listed in the University of Washington College Transfer Guide, or must otherwise be applicable to a Bachelor's or more advanced degree program.
  - 7) Vocational teachers will be awarded salary credit for earned academic credits from vocational institutions accredited by the Superintendent of Public Instruction and/or the Northwest Association of Schools and Colleges.
  - 8) For classes offered in community colleges in programs other than those listed in the College Transfer Program, credit will be granted where there is a direct relationship of the courses to the applicant's primary instructional or administrative responsibility, or if they improve or update an individual's skills, knowledge or understanding so as to enable the employee to perform instructional or administrative duties more effectively.
  - 9) Non-acceptable credits include duplicate courses.
  - 10) Effective 09/01/90, each ten (10) clock hours earned after 08/31/87 through in-service or continuing education which meet State Board of Education approval standards and are approved by the SPS Human Resources Department will count as one (1) in-service credit as defined by WAC 180-85-030 and WAC 392-121-257. Clock hour credits may not be used to earn a B.A. or higher academic degree. Official documentation of clock hours earned must be provided by the approved agency which offered training.
  - 11) Employees hired (or rehired) after December 31, 1991 will not be placed in the salary lane which recognizes a B.A. level degree and 135 quarter hour credits unless the employees are eligible for grandfathering in this column in accordance with the guidelines of the State Department of Public Instruction. Eligibility to move from lanes: 100, 200, 300 or 500 to lane 700 (BA and 135 credits) expires August 31, 2005.
3. Experience Credit
- a. Effective 10/01/90, for purposes of calculating experience credit, nine (9) to twelve (12) months of full-time (contract) teaching during one (1) year will constitute a school year, except that two (2) full semesters in separate years may be counted as one (1) school year. Effective 10/01/90, part-time employment which required certification and was

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completed under contract will be calculated by dividing the total number of full-time equivalent days served by one hundred eighty (180) and rounding to the nearest tenth (10th).

- b. Seattle teaching experience credit, as defined in Item 3,a above, shall be granted to employees hired into SPS for the following:
  - 1) Teaching in approved public, private or parochial preschools or elementary schools and if the employee was certificated. Only schools within the United States or its territories which appear to be patterned after the public school system will be considered except as provided in Item b,5 below.
  - 2) Teaching experience as defined in Item 3,a above which is gained in the Armed Forces Dependent Schools.
  - 3) Twelve (12) months of active military service or a major fraction thereof (182 days or more) may be counted as a year of prior service at full credit for salary purposes, except that no employee may be given credit on the salary schedule for more than two (2) years of active military service, including both prior service and service while on leave from the Seattle School SPS. Allowable credit is not to exceed the maximum in their salary lane. Military credit can be given only for active service in the armed forces of the United States.
  - 4) Classroom teaching experience as defined in Item 3,a above gained in the Peace Corps or VISTA shall be accepted.
  - 5) Experience credit for full-time teaching in private or public schools in and under the auspices of foreign countries outside of the United States and its territories will be granted for experience on the basis of two (2) full years of teaching for one (1) year of Seattle salary experience credit, provided that the person was certified or eligible for certification under the laws of that particular country at the time of the experience. Verification of the experience and/or certification is not always possible. The SPS reserves the right to accept or reject on a case-by-case basis, any experience and/or education claimed. Reasonable evidence or verification is required.
  - 6) Effective 10/01/90, prior experience for those employed in the fields covered by the Educational Staff Associate (ESA) Certificates may be counted for salary purposes only for those who will serve in these fields for the SPS. Prior public school experience for the fields covered by the ESA Certificates will carry full SPS credit. Other prior service in these areas may carry salary credit if the assignment involved school age children and the person was properly trained in his/her field at the time the service was given. The prior service will be granted on the basis of one (1) full calendar year of experience for each year of experience allowed. Effective 09/01/92, ESA certificated employees will be given salary credit for prior experience as certificated teachers according to the same guidelines used for SPS employees with teaching certificates. This credit will include applicable substitute experience.
  - 7) Employment in public or private vocational-technical schools, community/junior colleges, and universities in positions which, in the judgment of the SPS, are comparable to those which require certification in K-12 schools will be evaluated for experience credit.
  - 8) Experience credit for full-time vocational instructors will be granted up to a maximum of six (6) calendar years of state-accepted occupational experience acquired after the instructor meets the minimum vocational certification requirements.



## **ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS**

- c. Beginning with the 1965-66 school year, an employee who has been a member of the SPS, resigned, taught elsewhere, and has returned to the SPS shall be given Seattle experience credit for the intervening experience if this experience conforms to the rules for granting credit and the employee is not at maximum of his/her salary lane.
- d. No experience credit may be granted in an amount to place the employee above the maximum salary for his/her salary lane.
- e. Any employee who has taught in the SPS on contract the equivalent of a full semester, less a maximum of ten (10) days absence for any cause, shall be entitled to an annual increment for the following year, provided he/she has not reached the maximum of his/her classification.
- f. If an employee has received a contract late in the school year and does not teach the number of days required to earn an increment, he/she may add days taught as a substitute in the SPS that same school year to the days taught on contract. In this event, the minimum days teaching required to earn an increment is 81.
- g. Seattle teaching experience credit is granted to employees elected to the SPS for substitute teaching in the SPS by adding all days of substitute teaching in the SPS together and dividing by 180. A total of 180 days taught (full time) equals one year, with fractions of .5 or more counted as a full year. For Certificated Non-Supervisory employees hired after October 1, 1990, consistent with SPI practices, the SPS will accept documented substitute time from Washington State public and private preschools, elementary schools and secondary schools in positions which require certification. Certificated substitute experience in public schools outside of Washington State may be acceptable if properly documented, subject to approval by Human Resources.

## **SECTION G: MISCELLANEOUS SALARY PROVISIONS**

- 1. Summer Semester Programs:
  - a. Positions in the summer semester programs shall be established through the classification procedures of Human Resources. Once an employee has accepted a summer school assignment and begun teaching he/she may be dismissed only for just cause or elimination of the assignment.
  - b. Employees in the summer semester programs will be paid an hourly rate for the position they hold in the summer semester program, as follows:
    - 1) Regular teaching employees will be compensated at their actual hourly rate in effect at the end of the regular school year immediately past, or the average hourly rate for a teaching position, depending on which rate is highest.
    - 2) New employees, including any summer semester employees who worked as substitute employees during the school year immediately past, and regular non-teaching employees will be compensated at the average hourly rate for a teaching position in effect at the end of the regular school year immediately past.
  - c. A Summer Semester Committee including up to 6 persons appointed by the Superintendent with an equal number appointed by the President of the SEA shall be responsible for making recommendations for summer semester programs and shall complete an annual evaluation provided to the Superintendent and the SEA President. The Superintendent and the President of the SEA shall meet to discuss the annual report and what actions should be taken by the SPS.

## ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

- d. First priority for hiring to the regular academic summer semester shall be given to qualified applicants who did not work in the regular academic summer school during the preceding summer.
2. Compensation for Special Summer Project Assignments and Workshops: Salaries for employees who are participants in special summer projects or workshop assignments shall be as follows:
    - a. All salaries are to be determined through the regular classification procedures by Human Resources according to job requirements in the following areas: required training, required experience, job responsibility, and work environment conditions. No other commitments will be honored by Payroll Services.
    - b. Employees whose summer project or workshop assignments involve the same or similar kinds of duties and responsibilities as their regular school year assignments shall be paid a per diem rate based on their individual contract salary, divided by the number of days specified in their individual contracts.
  3. Compensation for Professional Development Instruction: Professional development compensation shall be dependent upon the program offered by the SPS. Instructors who are SPS employees shall be compensated at the rate shown on the Compensation Schedule for Special and Supplemental Assignments.
  4. Payment Regulations:
    - a. One-twelfth (1/12) of the annual salary of the employee shall be paid on the first duty day of October and of each succeeding month. If individual contracts corrected on the basis of credits submitted are issued subsequent to 10/01, the corrected salary shall be paid pro rata for the remaining payments for that school year. If the regularly scheduled payment day occurs when employees are not on duty, warrants will be distributed to the employees on the first SPS business day of the month.
    - b. Summer payments of the annual salary shall be mailed to the employee on the first SPS business day of the month.
    - c. Special summer payments to pay employees for work in the summer programs shall be made once each in the months of July, August, and September.
    - d. Pro rata payments for changes of salary, special assignment payrolls, and requests for special payments that are received in Payroll Services on or before the 15th of the month will be processed with the first subsequent monthly payroll and paid on the first SPS business day of the month.
    - e. Contract Adjustments: A set of all official transcripts shall be sent in a sealed envelope from the college or university to Human Resources as soon as possible after a contract is offered. Transcripts required for Human Resources to determine contract adjustments, if any, are in addition to transcripts sent to the Office of the Superintendent of Public Instruction (OSPI) for certification purposes. Upon completion of additional college or university work, the employee shall have the transcript sent to Human Resources to assure proper placement on the SPS Salary Schedule.
    - f. Individual Contract Changes: The deadline for filing of credits in Human Resources for employees currently employed and for salary adjustments for the current school year is the last school day in October. The deadline for the earning of the credits is August 31. Credits earned during the first semester, or later, may not be counted for salary purposes

#### ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

until the following year. No in-service workshop or professional in-service credits earned or reported after October 1, 1979 shall be accepted or counted for salary advancement.

Further clarifications to these deadlines are as follows:

- 1) Employees whose transcripts for credits or degrees earned through August 31 which, for any reason, have not reached Human Resources by the October deadline (the last school day in October) may send in their transcripts after the deadline, but for current school year salary adjustment purposes no later than the last school day of the first semester. Late transcripts received after the October deadline will be evaluated for current salary increases, but any earned increase will be granted for the second semester only.
  - 2) No transcripts of credit or degrees will be accepted after the last school day of the first semester for current school year salary adjustments. Transcripts of credits or degrees received after this time will not apply until the following school year.
  - 3) The deadline for earning credits remains 08/31 for salary adjustments for the current year. The only exception to this regulation would occur on those occasions when the SPS schedules an employee's workshop during the last week of August, and which may extend into September. Credits earned in this workshop and reported prior to 10/01 will be credited toward that contract year for salary and adjustments.
  - 4) Salary adjustments for employees currently employed are made as soon as possible after credits justifying the change are received. Credits received by 08/01 make possible salary adjustments in October warrants. Credits received after 08/01 and on or before the last teaching day in October make possible salary adjustments by 12/01 but not later than 02/01 retroactive to the beginning of the school year.
  - 5) Employees who have earned additional college credits, whatever the date, and whether or not they would affect salary, are urged to submit these credits as early as possible so that their records may be up to date at all times.
  - 6) Transcripts must be official, contain the college registrar's stamp, and may be sent directly to Human Resources. If sent or brought in by the employee, they must be enclosed in envelopes sealed by the college. Unsealed transcripts will not be accepted for salary purposes at any time. It is the employee's responsibility to order these; they are never requested from a college by the SPS. Official transcripts for Human Resources are required in addition to transcripts sent to the Superintendent of Public Instruction in Olympia by the educator or the college. The SPS will not forward transcripts to the Superintendent of Public Instruction in Olympia for certification purposes.
  - 7) Vocational academic credits must be listed on either an official, sealed transcript or listed on an official certificate from a vocational institution accredited by the Superintendent of Public Instruction and/or the Northwest Association of Schools and Colleges. The official certificate must recognize successful completion of the course(s) and must list the number of clock hours completed. This official certificate must be enclosed in an envelope sealed by the vocational institution.
- g. Salary overpayments due to error shall be repaid according to a monthly installment schedule mutually agreed upon by the employee and the SPS. The employee shall be notified by the SPS of his/her right to SEA representation at all meetings relating to overpayments of salary. In the event that the employee and the SPS do not agree on a repayment schedule, the SPS shall implement a repayment plan, subject to the provisions of Article X.

## ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

### SECTION H: TRAFFIC EDUCATION

1. The compensation schedule for traffic education instructors shall be as indicated in the Compensation Schedule for Special and Supplemental Assignment in the Appendices of this Agreement.
2. There shall be no differential in rate of pay among classroom, simulator, or in-car instructors. Differentials in salary and pay increment shall be based on the following:
  - a) Increment credit shall be granted for classroom, simulator or in-car experience gained in another Washington school district.
  - b) Increment considerations are based on the following:
    - 1) Instruct four (4) sections of academic diversified study and instruction of at least thirty (30) hours per section.
    - 2) Instruct twelve (12) sections of simulation laboratory consisting of ten (10) hours per section.
    - 3) Instruct 180 hours on-street instruction [thirty (30) students, six (6) hours each or the equivalent thereof].
3. As professional employees the driving instructors shall have a representative voice in curriculum matters and in policies relating to the operation of the program.
4. Complete automobile insurance covering students, instructors, vehicles, observers, or other persons authorized by the instructor to be in the vehicle shall be provided by the SPS. This coverage shall include:
  - a) Public liability and property damage;
  - b) Collision;
  - c) Fire, theft and comprehensive;
  - d) Medical payments; and,
  - e) Uninsured motorist.
5. Under no circumstances shall any authorized person in the vehicle be required to pay his/her own medical expenses.
6. Absence due to injury incurred in the course of the employee's employment shall not be charged against the employee's sick/emergency leave days and shall be at full pay upon medical verification by Human Resources.
7. Under no circumstances shall an instructor be held liable for damages arising in the course of his/her service unless the damages are a result of the instructor's gross negligence, intentional or wanton misconduct, knowing violation of law or criminal act.
8. Instructors shall be paid for any Traffic Education Office scheduled hour during which they are present and prepared to work, but are unable to do so due to student absence or vehicular failure. A maximum of one (1) hour will be paid for any scheduled lesson.

**ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS**

9. Insofar as possible, all traffic education instructors henceforth shall be hired from the regular non-supervisory certificated employees of the SPS.

## ARTICLE V: SUBSTITUTE TEACHERS

### ARTICLE V: SUBSTITUTE TEACHERS

The SPS shall provide every substitute teacher hired into the SPS at the beginning of the school year or thereafter a copy of the Agreement, Substitute Handbook, SPS Rules and Regulations Affecting Substitute Teachers, a map showing school locations, a list of all school buildings (including addresses and phone numbers) and the phone number of Human Resources. As a reference for all SPS personnel, "The Best Practices Guideline for Substitute Teachers" is found in Appendix N.

1. Types of Substitute Teachers:
  - a. Senior Substitute Educator : A person eligible to substitute for the SPS, who has served four (4) or more years as a SPS substitute educator or regular employee and who is willing to accept any assignment for which he/she is qualified, shall be called a senior substitute and shall have first priority in assignment. To maintain this designation a Senior Substitute must work 45 days in the prior year and accept assignments for which they are called. (Note, to be eligible to self-pay for medical insurances the senior substitute must work at least 90 days in the prior year).
  - b. Regular Substitute Teacher: A person eligible to substitute for the SPS, who has served fewer than four (4) years as a SPS substitute or regular employee and who is willing to accept any assignment for which he/she is qualified, shall be called a regular substitute.
  - c. Building Designated Substitute Teacher: A person who is specifically employed or assigned as a Building Designated Substitute Teacher for a given school year to serve every day as a substitute teacher at a specified school or cluster of schools.
  - d. Long-Term Substitute Teacher: A substitute who remains in a single assignment of sixty (60) or more consecutive workdays.
2. Assignment of Substitute Teachers:
  - a. Substitute teachers shall receive consideration for 16-day and/or 60-day assignments, provided an unassigned contracted teacher serving in the contracted substitute pool cannot fill the vacancy.
  - b. Except in unusual circumstances, the SPS shall not use substitute teachers on a continuing basis for more than ninety (90) student days in lieu of regular certificated non-supervisory employees.
  - c. Except in unusual circumstances, building principals/program managers shall not require a substitute teacher to supervise another class during scheduled Preparation-Conference-Planning (PCP) time. In the event that a substitute teacher does supervise another class during his/her scheduled PCP time, he/she shall receive additional compensation from the funds the building has that are generated from the "lack of substitute funds" prorated to the daily rate for the PCP time lost.
  - d. Should two (2) or more substitute teachers be called for the same assignment, the SPS shall pay each substitute teacher called for the full rate of pay for the initial day of the assignment.
  - e. A one-half (.5) day substitute teacher assignment shall consist of up to three and one-half (3.5) clock hours.

## ARTICLE V: SUBSTITUTE TEACHERS

- f. An assignment of over three (3) consecutive class periods (or the equivalent if a school has adopted an alternative schedule) at the secondary level or more than three and one-half (3.5) clock hours at the elementary level shall count as a full day of service, except that any student contact period of fifteen (15) or less minutes before or between classes shall not be considered a violation of Item e above.
  - g. In the event a substitute teacher is assigned to two or more buildings in one day, the employee will be paid the contractual mileage.
3. Teacher Request for a Specific Substitute Teacher: A request for a specific substitute teacher, made by a regular full-time or part-time teacher, shall be honored, if possible, provided:
- a. The name of the substitute teacher requested appears on the Substitute Roster and the substitute teacher is available for the assignment; and,
  - b. The Substitute Services' dispatcher receives the request the day preceding the absence of the regular instructor, either by telephone prior to 7:00 p.m. or in writing. Substitute Services will make a reasonable effort to honor requests made after 7:00 p.m.
4. There shall be four (4) classifications of substitute teacher assignments:
- a. Daily assignments up to and including fifteen (15) consecutive workdays. The base rate of pay for daily substitute teacher assignments shall be as indicated in the Salary Schedule for Substitute Teachers in the Appendices of this Agreement.
  - b. Sixteen (16) consecutive workdays or longer assignments. Any assignments that exceed fifteen (15) consecutive workdays shall be paid at the contract teacher rate retroactive to the first day of assignment, except that, when Human Resources knows the assignment to be greater than fifteen (15) consecutive workdays, the contract teacher rate will be paid from the beginning of the assignment.
  - c. After 60 consecutive workdays in the same assignment certificated substitutes shall be eligible for medical and dental benefits. Coverage shall begin on the first of the following month if the eligibility begins between the 1<sup>st</sup> and 15<sup>th</sup> of the month. If eligibility begins after the 15<sup>th</sup> 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 so long as the benefits do not extend beyond the end of a budget year.
  - d. Building Designated Substitute Teachers will be paid at the teacher contract rate. They are also entitled to medical and dental insurance benefits, ROPE, and TRI days funded at the same rate as all other regular certificated non-supervisory contracted employees.
5. Leaves for Substitute Teachers:
- a. Substitute teachers serving in one (1) single assignment up to and including twenty (20) consecutive workdays shall be credited with one (1) day of Sick/Emergency Leave for each twenty (20) consecutive work days in that assignment. This Sick/Emergency Leave shall accumulate from year to year and apply to all substitute assignments of twenty-one (21) consecutive workdays or more.
  - b. Substitute teachers who serve in assignments of twenty-one (21) or more consecutive workdays shall be entitled to Bereavement Leave.

## ARTICLE V: SUBSTITUTE TEACHERS

6. Medical insurance eligibility: When the insurance providers allow participation, senior substitute educators 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 senior substitute may elect medical only or a medical, dental and vision plan. Eligibility shall be for the subsequent year, following the substitute having worked at least 90 days in the prior year. Senior substitutes may enroll during the fall open enrollment period. If not selected in the fall open enrollment period, the senior substitute has waived their right to enroll for that year.** Each senior substitute teacher electing to participate shall make written arrangements, including payment schedule, with the SPS's Payroll Service.
7. Substitute teachers may participate in the hiring process described in Article VIII, Staffing.
8. Pay for Extra Work Upon Opening of School: Certificated substitute teachers who work in excess of eight (8) hours the day prior to the opening of school or the first day of school shall be paid on an hourly basis for the extra work. The extra pay shall be equal to one-eighth of the daily rate for each hour worked in excess of eight. Payment for this work is conditioned upon the extra work being approved in advance by the principal/program manager.



## **ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES**

### **ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES**

#### **SECTION A: SHORT TERM COMPENSATED AND UNCOMPENSATED LEAVES AND SABBATICALS**

An employee who anticipates the necessity for taking a short-term leave shall make proper application and/or notify his/her building principal/program manager or immediate supervisor at least three (3) working days before taking the leave. In cases of personal emergency or personal illness, when it is not possible to give the advance notification, the employee shall notify his/her building principal/program manager or immediate supervisor as soon as possible. Upon return from short-term leave, the employee must complete the proper forms and submit them for approval to his/her building principal/program manager or immediate supervisor to assure that administrative salary and payroll processing can be completed. 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/Emergency Leave
  - a. At the beginning of each school year, each employee shall be credited with an advance sick/emergency leave allowance equal to twelve (12) days, to be used for absence caused by illness, injury, medical disability (including that caused by childbearing), poor health, child care to the extent required by law, or an emergency caused by family illness where no reasonable alternative is available to the employee, subject to the same conditions as other personal emergency leave. 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/emergency leave shall be deemed earned during the first month of employment if work commences on or before the 15th day of the month.
  - c. When an employee is quarantined by a Health Officer of Competent Jurisdiction, the employee may utilize his/her sick leave; provided however, that the quarantine is a result of the fact that the employee is ill, the employee has a communicable disease, or the employee is unable to be inoculated because he/she is 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 emergency leave.
  - d. Employees may accrue sick leave in accordance with State law. Employees may cash out sick leave in accordance with State law.
  - e. Sick/Emergency Leave may, except under exceptional conditions described below, 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, subject to the same conditions as other personal emergency leave. An employee's position will be held for their return to work for as long as the employee is off work on sick/emergency leave plus a twenty-five (25) workday grace period after the exhaustion of their accrued sick/emergency leave. Employees who are or will be out of their assignments on sick leave for ten (10) consecutive days must notify Human Resources at that time of the estimated length of the absence. If the need for leave will be ongoing, a written application for Leave for Health Condition shall be made with Human Resources.
  - f. For the purposes of the FMLA, the twelve (12) weeks of eligibility period begins with the first day of sick leave use for a purpose allowed under FMLA. SPS may require an employee to provide medical verification.

## ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES

- g. Personal/Emergency Leave: Up to two (2) days per year of Sick/Emergency Leave shall be available to employees for hardships or other pressing needs and will be granted in 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. Alternatively, one or both of these days shall be available for purposes of religious observance.
- h. The conditions for granting personal emergency leave for hardships or pressing needs are as follows:
  - 1) The situation must be suddenly precipitated, or must be of a nature that pre-planning is not possible, or that pre-planning could not have eliminated the need for the leave; and,
  - 2) The situation must be one which is serious and unavoidable and of major importance, not one of mere convenience.
  - 3) The procedures for obtaining personal leave are as follows:
    - a. The employee must notify his/her principal/program manager and must call Human Resources and arrange for a substitute, if appropriate.
    - b. Employees shall provide their supervisor and the Substitute Office with as much advance notice of their impending use of personal leave as possible, but not less than five (5) working days notice except for bona fide emergencies beyond the employee's control.
    - c. Fridays and Mondays, particularly those associated with a holiday weekend, are generally those days which have the highest demand for substitutes and often the Substitute Office cannot fill all requests for substitutes. Employees are encouraged not to request personal leave on Fridays or in conjunction with holiday weekends. In the case of an emergency, the SPS will attempt to provide a substitute, but in the cases where no substitutes are available, the buildings will not be reimbursed by the SPS for the lack of substitutes.
    - d. Prior to or on return from leave, the employee must obtain, complete and submit to his/her immediate supervisor the Seattle Public Schools Employee Leave Report form for his/her signature and administrative processing.
- i. Sick/Emergency Leave Buy Back
  - 1) Employees who retire shall be entitled, upon written request to the SPS's Payroll Services, to compensation for all unused Sick/Emergency Leave up to the one hundred and eighty-two (182) day maximum at the ratio of 4:1 at their per diem rate.
  - 2) 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/Emergency Leave accumulated in excess of sixty (60) days which was earned but unused during the previous calendar year.
  - 3) The continuation of the Sick/Emergency Leave Buy Back Program is contingent upon maintenance of the authorization in RCW 28A.400.210.
- j. Leave Sharing: The SPS agrees to maintain a leave sharing plan that conforms to law.

## ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES

### 2. Worker's Compensation:

Employees who are on a leave of absence due to injuries or occupational illness which resulted from the employee performing contracted professional duties shall be provided by the SPS, as a self-insured employer for Worker's Compensation, continuation of salary without loss of sick leave during the period of disability caused by an injury on duty in compliance with the terms of the Industrial Insurance Laws of the State of Washington. The injuries or occupational illness occurring as a result of the employee performing contracted professional services are subject to certification by a duly qualified physician. Effective with claims made on or after 9/1/2006 the employee will be eligible for continuation of salary without loss of pay for sixty days exclusive of using earned leaves to bring the total compensation to 100% of pre-disability compensation. After 60 days the employee may use remaining accumulated leaves to bring total compensation to 100% of pre-disability until the leave runs out. After sixty (60) days or when earned leaves run out, whichever occurs later, the employee will receive the statutory benefit.

- a. The employee shall promptly complete a Self-Insurer Accident Report claim form with the assistance of the supervisor of the work location where the injury occurred, in accordance with SPS insurance procedures. The employee shall file a claim for occupational illness on an appropriate form, in accordance with SPS and State insurance procedures.
- b. The employee shall conform to the requirements of the Industrial Insurance Laws of the State of Washington by providing to the SPS monthly reports from the attending physician which documents a medical condition which prevents the employee from performing any contracted professional duties.
- c. The employee shall return to contracted professional duties when deemed fit by the employee's attending physician in accordance with the Industrial Insurance Laws, with the concurrence of the SPS's appointed medical officer. At the time of return to work, Time Loss Compensation benefits for absence due to injury on duty or occupational illness shall cease.

### 3. 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 emergency factors or long distances are involved, the employee may request up to two (2) additional days leave. The requests should be sent to the employee's immediate supervisor.

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

### 4. Attendance at the Legislature:

Upon specific request of a Washington State legislative committee and his/her professional organization which is sent to Human Resources and approved by the appropriate executive level administrator, an employee may be absent for one (1) day only to give information at a committee meeting at the Legislature. In the event a hearing is postponed or extended, upon

## ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES

request an additional day or days may be approved. When the leave is approved, the employee will receive full pay and he/she or the organization he/she represents pay for the substitute's salary.

### 5. Jury Service:

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

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

### 6. Mandatory Court or Subpoenaed Appearances:

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

- a. When the employee's appearance is essential to or on behalf of SPS interests, leave shall be with full pay.
- b. For appearances in which the employee's appearance is adversarial to SPS interests, leave shall be without pay.
- c. For appearances unrelated to SPS interests but in which the employee is a party, leave shall be with full pay, provided that the employee shall pay to the SPS the full cost of his/her 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.

### 7. Adoption Leave:

Adoption Leave shall be granted with pay on a temporary basis upon application to Human Resources to either or both parents in order to complete the adoption process, providing the leave does not exceed an aggregate of seven (7) 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.

### 8. Attendance at Meetings and Conferences:

- a. Categories of leaves which are permitted without salary deductions under this section are as follows:
  - 1) Substitute teacher and necessary expenses paid by the SPS. This category applies to employees authorized by the Board to represent the SPS at important educational conferences.

## ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES

- 2) Substitute teachers paid by the SPS; necessary expenses paid by the employee or outside agency. This category applies to employees authorized by the Board to represent the SPS at important educational conferences.
  - 3) The SEA will be provided a pool of three hundred and twenty (320) substitute days during each school year paid for by the SPS, provided that no expenses shall be paid for by the SPS. 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 the officers is of direct benefit to the SPS and is enacted in full accordance with the law.
  - 4) Substitute teachers paid by the employee or his/her sponsor; no expenses paid by the SPS. This category applies to employees or members of the organization sponsoring the conference or meeting and who have been authorized to represent their local organization. Reimbursement to the SPS for the cost of the substitute is required.
- b. Categories of leaves which are permitted with salary deductions under this section are as follows:
- 1) Up to two (2) weeks leave (10 working days) for other causes (without pay) may be granted upon application to the building principal/program manger and approval by the appropriate executive level administrator/department director for reasons which are compelling and of substantial value to the employee and cause no serious disruption to the educational program.
  - 2) Leaves beyond ten (10) working days will be submitted to the appropriate executive level administrator for regular SPS processing.
9. Inclement Weather Leave:
- a. Any leave requested for days which are normally contracted but fall on days that school is not open due to inclement weather shall not be charged to the employee.
  - b. The SPS shall distribute a copy of its inclement weather/school closure policy to all employees on an annual basis.
  - c. After a decision has been made to close a building for the remainder of the day, the principal/program manager or his/her designee shall inform the employees.
  - d. Principals/program managers shall use a reasonable standard to release employees after students are dismissed.
  - e. Principals/program managers will initially request volunteers to meet the operational needs of the building before requesting employees to remain.
10. Sabbatical Leave:
- a. The purpose of the Sabbatical Leave program in the Seattle Schools is to encourage employees to engage in programs of professional improvement by offering them a stipend to help meet a part of the financial outlay involved in advanced study. Programs that will provide the employee with endorsements or enhancements in hard to fill assignments will receive preference. SEA and SPS annually will determine hard to fill assignments.

## ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES

- b. The Sabbatical Leave program shall be available to all employees represented by SEA. The SPS shall not discriminate against Sabbatical Leave applicants due to position on the salary schedule or class of employee.
- c. The employee's Sabbatical Leave activity is identified as a leave for study purposes involving enrollment in a recognized university or college program.
- d. Application for Sabbatical Leave shall be secured from and returned to Human Resources. The SPS Leave Committee, which shall include three (3) persons appointed by the SEA, will present their recommendations relative to Sabbatical Leaves to Human Resources for final processing. Detailed information regarding the application process and deadlines is included in the application forms which are available in Human Resources, and shall be consistent with the Agreement.
- e. The deadline date to apply for Sabbatical Leave is March 1 or the next regularly scheduled business day. Decisions regarding whether you receive a sabbatical will be conveyed to applicants on or about April 1. The deadline for notification may be extended by SEA/SPS in unusual budget situations.
- f. Eligibility for Sabbatical Leave shall be determined by the following criteria:
  - 1) At least seven (7) years of full-time contract or contract equivalent service, four of which are consecutive immediately prior to the leave, in the SPS as an employee. A leave of absence (without pay) of less than one (1) semester will not invalidate the application. When requesting sabbaticals to acquire an endorsement in a hard to fill position, the seven (7) year service requirement will be reduced to five (5) years.
  - 2) The total number of Sabbatical Leaves that may be granted in one (1) year shall not exceed \$308,000 as adjusted annually. During the 2005–2006, 2006–2007 and 2007-2008 school years up to two-thirds of the budgeted allocation for Sabbatical Leaves may be utilized to support the program to assist SEA-represented classified employees in acquiring a teaching or ESA certificate. During the 2004-2005 year, if budgeted funds have not all been allocated to traditional sabbaticals, the remaining funds may be used to initiate the certification program early. The program, found in Article II Section C, will be administered in accordance with the procedures and policies established by the SEA/SPS. Continuation of the certification program beyond 2007-2008 will be determined during the 2007–2008 year prior to February 1, 2008. The level of Sabbatical Leave funding is established at \$308,000 for 2004-05 and will be increased each year by the percent the certificated State-allocated base salary increases.
  - 3) The process for recommending Sabbatical Leave applicants for Board approval shall include evaluating the applicant's proposed plan according to the following criteria; this criteria and process will be reviewed by the Professional Development Steering Committee which will recommend amendment(s), if any to the SEA/SPS:
    - a) The value of the applicant's plan to the SPS as evaluated by his/her division head;
    - b) The clarity of the plan in the applicant's written proposal;
    - c) The plan in relation to the applicant's present or near future assignments;
    - d) The consideration of fellowship or scholarship grants already awarded to the applicant at the time of submission of his/her sabbatical proposal.

## **ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES**

- g. The terms of the Sabbatical Leave shall be as follows:
- 1) The stipend for employees granted Sabbatical Leave shall be fifty percent (50%) of the employee's contract salary for the period during which the Sabbatical Leave is taken.
  - 2) The amount received from supplementary scholarship grants shall not affect the amount of the SPS sabbatical stipend.
  - 3) An employee on Sabbatical Leave may engage in employment other than that associated with his/her pursuance of an advanced degree of additional college work, i.e., teaching fellowships, teaching assistantships, etc., without a reduction in sabbatical stipend, provided that the Director of Human Resources or designee approves the employment plans.
  - 4) The employee agrees that the plan as approved shall be followed unless changes are approved in advance by the Director of Human Resources.
  - 5) Study plans require a minimum of eight (8) hours per quarter of study in an institution of higher education, including those registered for thesis or dissertation. Credits must be earned during the period of the leave itself, not during summer terms.
  - 6) The employee agrees to make a written report to the Professional Development Office on return from Sabbatical Leave.
  - 7) The employee agrees to return for two (2) years of employment following Sabbatical Leave. Failure to return for the full first year will cause return of the entire amount of the stipend to the SPS. Termination at any time during the second year of the employment obligation period will be cause for one-half (1/2) of the stipend to be returned. Employees on Sabbatical Leave who are terminated or non-renewed and are not rehired because of insufficient funding shall not be required to return any portion of their Sabbatical Leave stipend.
  - 8) Employees returning from Sabbatical Leave shall normally be returned to the same positions. If a change of position is requested by the employee, if the position has become non-existent, or if it is necessary to fill the positions with a more senior employee, an employee returning from Sabbatical Leave shall return to a comparable position.
  - 9) The SPS agrees to maintain the seniority and salary rights of the employee during the period of leave.
  - 10) An employee shall not be eligible to apply for another Sabbatical Leave until seven (7) years of contract service have elapsed after the former leave, unless the leave was for less than a full academic year, in which case he/she shall be eligible for leave equal to the unused portion of the academic year.

### **SECTION B: LONG TERM UNCOMPENSATED LEAVES**

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

## ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES

- a. An employee who is unable to perform his/her duties because of medical disability shall be eligible for, upon his/her 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 notify Human Resources at that time. Thereafter, if the need for leave is ongoing, written application for Leave for Health Condition shall be made to Human Resources. Approval will be granted if the employee has provided medical verification. When deemed appropriate by the SPS, 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. Leaves for Health Condition will be granted, without pay, for up to one (1) year at a time and may be renewed for up to one (1) year upon written request and with medical verification to Human Resources. An employee who has been granted Leave for Health Condition for two years or less will be returned to service, when cleared by their physician, by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay. If no assignment is available, the employee will be placed in the displacement pool for the upcoming school year. The employee's return to service must be approved by Human Resources, the employee's personal physician, and when deemed appropriate, a SPS appointed medical officer.
  - d. Leaves for Health Conditions for more than two years may be approved by Human Resources. An employee who has been on leave for more than two years may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee's right to return is based on the availability of a position for which they are qualified and for which there is no qualified employee in the displacement pool. Employees who have been on leave for more than 3 years will also go through new employee orientation, when available, and be assigned a mentor, when available, to assist in the transition back to employment.
  - e. Seniority is retained but not accumulated, while on Unpaid Leave for Health Condition. No increment is allowed for the year(s) when an employee is on Leave for Health Condition.
  - f. An employee whose performance has been evaluated unsatisfactory, placed on a plan of improvement or placed on probation prior to Leave for Health Condition will be returned with the same status and same supervisor and same position, if possible, if the position exists upon completion of the leave.
  - g. Employees using leave for a year may continue insurance coverage by self-paying the entire premium, if allowed by the insurance carrier.
2. Child Care Leave:
- a. Child Care Leave, without pay, will be granted for the remainder of a school year or until the end of the next school year and shall be exclusive of rights under FMLA or the period of physical disability (childbearing leave). Other arrangements for returning from leave during a school year may be agreed to by the supervisor, Human Resources and the employee.
  - b. An employee requesting to return from Child Care Leave must file a written request with Human Resources:



## ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES

- 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 a continuing contract and who have completed two (2) full years with SPS immediately prior to the leave. These leaves are for one year. Exceptions to the one year limitation may be granted for leaves to serve in the Peace Corps, childcare or other programs with specific terms. These leaves may be granted for professional growth or education, employment opportunities (other than teaching in another school district, state or foreign country), serving in a public office, study or travel, professional experience or other purposes approved by Human Resources.
  - b. Employees using leave for a year may continue insurance coverage by self-paying the entire premium, if allowed by the insurance carrier.
  - c. The employee granted the leave must intend to return to the SPS.
  - d. In times of financial difficulty Human Resources shall extend leaves to those employees requesting them on a case by case basis.
  - e. Deadline for Notification of Intent to take a leave: Any employee desiring a leave of absence has the responsibility to inform Human Resources in writing as early as possible but no later than March 1st prior to the year the leave is desired. Approval or rejection of the request will be provided within 20 work days of receipt of a completed application by Human Resources.
  - f. Deadline for Notification of Intent to Return: On or before March 1 of the year the leave of absence occurs, Human Resources must receive written confirmation of an employee's intent to return. An employee's failure to confirm his/her return will be considered a resignation from employment from the SPS.
4. Placement Upon Return from Leave:
- a. An employee who has been on leave for two 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.

## **ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES**

- b. An employee who has been on leave for more than two years may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee's right to return is based on the availability of a position for which they are qualified and for which there is no qualified employee in the displacement pool. Employees who have been on leave for more than three (3) 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.
  - c. An employee whose performance has been evaluated unsatisfactory, placed on a plan of improvement or placed on probation prior to being granted leave will be returned with the same status and same supervisor, and same position, if possible, if the leave is for one year or less and the position exists upon completion of the leave.
  - d. On returning from leave, the employee will receive experience credit and earned clock hours or credits for those leaves and classes that are accepted for experience or salary schedule credit by OSPI. Accumulated sick leave will be restored upon return from leave.
  - e. An employee seeking election to public office shall take a leave of absence without pay for the time his/her campaign duties interfere with the orderly performance of his/her SPS duties and responsibilities. In no event shall the leave of absence begin later than the opening of school in September for a candidate for an office, the election for which will be held either in the primary or general election. Excluded from this requirement are elections for offices that do not create a conflict of interest or positions which do not interfere with the performance of the employee's position. When an employee is elected to or appointed to a salaried public office or position that precludes rendering normal contractual service to the SPS, he/she shall resign from the corps 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.

Military training duty up to fifteen (15) calendar days leave per year will be granted with pay for reservists ordered to active training duty, provided, that any reservist shall present evidence to the SPS that he/she 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.

### **SECTION C: LEAVE FOR SEA OFFICERS**

- 1. The SPS shall make appropriate leave provisions for officers of the SEA to carry out activities necessary for the organization to fulfill its legal responsibility of bargaining representative of employees. The SPS and the SEA recognize that these leave provisions for SEA officers are provided to meet the organization's representation responsibilities. Financial arrangements for this leave shall be consistent with the provisions of Chapter 41.59 RCW. The SEA shall provide legal defense including attorneys and agrees to indemnify and to defend the SPS and its representatives and hold each and all of them harmless from any and all claims, liabilities or costs which arise out of entering into or enforcement of this Section. The SPS agrees not to bring suit to invalidate this Section.

## ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES

### Leave Provisions for Officers:

- a. The president and executive vice-president of the SEA shall be provided leave for the school years for which he/she is 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 the leave of absence on behalf of the employee(s). The SPS shall acknowledge the request in writing. The SPS shall make retirement contributions on the employee's behalf in accordance with applicable laws and regulations contingent upon being fully reimbursed by the SEA.
- d. Officers who are granted a leave of absence in accordance with this Section C shall retain their seniority rights and shall be entitled to a salary increment if they would have otherwise been eligible for the advancement on the salary schedule and any other contractual considerations granted to other employees covered by the Collective Bargaining Agreement. [This is retroactive to (1992-93) for Teachers' Retirement System Plan I, (TRS-II, TRS-III).]

### 3. Conditions for Released Time:

The officers of the SEA who have been provided leave pursuant to Chapter 41.59 RCW shall resume duties with the SPS at the conclusion of the term of office, unless re-elected to the same or another office. Upon return to duty, the officers who have been released shall be entitled to a position comparable to his/her 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/emergency leave, retirement, and seniority rights for the officers during the period of the leave.

### 4. Special Requests for Released Time:

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

## **ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES**

approved the SPS shall provide leave, subject to reimbursement to the SPS for the full cost of the substitute, when necessary.

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

## ARTICLE VII: EMPLOYEE BENEFITS AND PROTECTION

### ARTICLE VII: EMPLOYEE BENEFITS AND PROTECTION

#### SECTION A: GROUP INSURANCE PROVISIONS

1. The SPS shall make funds available to contribute toward premiums of SPS-approved group insurance programs.
  - a. Employees eligible for participation in the SPS-approved insurance programs are defined as those who hold a .5 FTE or greater position.
  - b. The SPS contribution to the Group Insurance Pool shall be based on the full State monthly allocation figure for insurance benefits.
  - c. Employees offered employment after November 1, 2004 will receive an allocation of insurance contribution based on the employees' FTE. Those employees who were a .5 FTE or greater before 11/1/2004 will continue to receive a full insurance contribution until 9/1/2005 at which time employees with .5 to .74 FTE will receive 75% of the full contribution and those employees with .75 FTE or greater will receive a full contribution. On 9/1/2006 employees who work .5 FTE or greater will receive their pro rata contribution toward insurance benefits.
  - d. During the two year transition period employees with .5 or greater FTE contracts will be allowed to increase their FTE in their program or building when partial FTE for which they are qualified becomes available. The employee will be able to place themselves into the displacement pool during the two years, if adequate vacancies are anticipated, and seek a position that increases their FTE.
  - e. Employees who arrange and are approved for a job share will receive pro rata benefits.
  - f. Buildings that create partial jobs (displacements of .5 or 1.0 FTE are not covered by this provision) resulting in situations where an existing employee is not able to maintain their full FTE will be responsible for maintaining the employee's benefits at the FTE they held prior to the change. (Example: a building decided it needs only a .8 teacher, there is not ability of a 1.0 teacher to pick up the .2 through displacement, and the building would be responsible to pay the .2 in benefit costs). This would not apply to a situation where an employee has voluntarily reduced their 1.0 FTE nor would it apply to situations where the employee could be assigned to another job which maintained 1.0 FTE but chose not to do so.
  - g. During the 2004-05 school year SEA will review available insurance programs and determine if there is a significant benefit in modifying providers for SEA-represented employees.
  - h. The parties have further agreed that it is their intent to comply with any limitations imposed by State laws. No provision of this Agreement shall be interpreted or applied so as to place the SPS in breach of State law or subject the SPS to a State funding penalty.
2. Pooling. It is the intent of SPS as per agreement with the SEA to provide the SPS's contribution to the Group Insurance Fund for certificated employees of the SPS to the fullest extent allowed by the Group Insurance Fund Pool. The SPS recognizes that the total amount contributed to the pool for any individual may not be fully utilized due to some employees selecting less coverage than would be paid by the SPS. Therefore, the SPS will identify any unutilized portion of the contributed amount for group insurance and distribute such amount, if any, to enrollees whose coverage exceeds the full share rate.

## **ARTICLE VII: EMPLOYEE BENEFITS AND PROTECTION**

- a. Beginning with the 10/01 pay warrants, the SPS's maximum contribution rate to the pool shall be the State monthly allocation figure for insurance benefits.
- b. Any unutilized portion of the Group Insurance Fund Pool for certificated employees of the SPS shall be computed by the SPS based on the 12/01 payroll, with adjustments made for projected changes in certificated employees' participation in group insurance programs.
- c. Figures used by the SPS to compute the cost of projected premium increases and projected changes in employee participation in insurance programs shall be developed by the SPS in consultation with the SEA.
- d. The unutilized amount will be divided among individual enrollees whose participation in SPS insurance programs as of 12/01 exceeds the maximum average enrollee share on an equitable basis as determined by the SPS, after consultation with the SEA. The resulting figure will be effective for the pay periods beginning 01/01 through 08/31, provided that in no case shall any individual receive more than the amount necessary to pay for SPS insurance programs selected by the individual.

### **SECTION B: LIABILITY COVERAGE AND HOLD HARMLESS PROVISIONS**

1. The SPS shall hold harmless and shall provide five hundred thousand dollars (\$500,000) liability protection for each employee covered by this Agreement in case of suit, actions, or claims against the employee and/or the SPS arising from or out of the employee's performance or failure of performance of duties as agent for the SPS, provided that:
  - a. The SPS shall not be obligated to hold harmless or defend employees in connection with acts or omissions outside those performed as an agent of the SPS or in connection with an employee's gross negligence, intentional or wanton misconduct, knowing violation of law or criminal act; and,
  - b. The employee agrees to give notice as soon as possible to an attorney of the SPS's General Counsel of any suit, claim, or action brought against the employee.
2. The SPS agrees to adopt such methods as it and the SPS insurance carrier may deem appropriate to inform itself and to correct safety and health hazards and deficiencies relating to school property, activities and procedures. The SEA agrees that it will support and assist the SPS in all efforts to be informed of and to correct safety and health hazards and deficiencies.
3. Specifications for staff coverage in the SPS's Liability Protection shall be developed by the SPS Insurance Review Committee involving employee representatives.

### **SECTION C: PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY**

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

1. Preservation of Order in the Schools:
  - a. An employee is authorized to use force, but no more force than is necessary, upon or toward a student or other person on or around school premises whenever the employee

## ARTICLE VII: EMPLOYEE BENEFITS AND PROTECTION

is about to be injured, or when the employee lawfully comes to the aid of another about to be injured, or to prevent a malicious trespass, or other malicious interference with that real or personal property which lawfully is in his/her 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. The SPS shall provide legal counsel to an employee against whom a lawsuit is instituted and which suit arises out of his/her proper exercise of that force authorized in Item 1,a above, or other SPS regulations. Furthermore, the SPS shall assist an employee in obtaining counsel to represent him/her when he/she has been assaulted in or around the school premises or as a result of him/her performing his/her professional duty.
  - c. To the extent required by law, SPS Self-Insured Employer Worker's Compensation benefits in accord with the Industrial Insurance laws of the State of Washington shall reimburse an employee for medical, surgical, hospital, disability, or rehabilitation costs incurred as the result of an injury sustained in the course of the employee's employment or as a direct result of the employee performing his/her responsibilities.
  - d. The SPS or its insurer shall reimburse an employee for any certified loss of or damage to personal property necessarily used in the course of duty or in transporting him/her to or from his/her place of assignment when the loss or damage is willfully and maliciously inflicted by students or persons known or unknown on school premises or while the employee is on duty, subject to the conditions below. Willfully and maliciously inflicted loss or damage shall include loss or damage caused by hit and run.
    - 1) The SPS shall reimburse first-dollar losses up to the limit of the employee's insurance deductible, not to exceed two-hundred and fifty dollars (\$250). The SPS shall pay hit and run losses up to the limit of the employee's collision insurance not to exceed two hundred and fifty dollars (\$250).
    - 2) The SPS shall provide an additional sum of \$7000 annually. This sum of money shall be used to provide reimbursement to employees who have a deductible of more than \$250 but not more than \$500. If, for example, an employee incurs a loss of \$450 and he/she has 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.

## **ARTICLE VII: EMPLOYEE BENEFITS AND PROTECTION**

- 5) The use of personal equipment for instructional purposes must have the prior approval of the building principal/ program manager or supervisor.
  - 6) There must be proof submitted that the employee either has no insurance or that his/her insurance does not cover the damage or loss in question. An employee must exhaust his/her own insurance recovery possibility before being eligible for reimbursement under this Section.
  - 7) There must be filed with the SPS General Counsel's Office within twenty (20) days after the damage or loss, a Notice of Loss and Claim for Reimbursement form.
3. Reporting Procedures:
- An employee shall immediately report any assault suffered by him/her in connection with SPS employment to his/her building principal/program manager or other immediate supervisor and cooperate fully in the completion of written and oral reporting procedures. Furthermore, to qualify for benefits under Items b, c and d above, he/she shall permit the SPS or its authorized representative to examine all medical records pertaining to the injury for which recovery is sought. This does not preclude an employee calling 911 prior to notifying the SPS.
4. The SPS and any of its employees involved in the investigation and reporting of assaults and injuries resulting there from shall comply with any reasonable request of an employee for information in its or their possession which relate to the assault or persons involved in it.

### **SECTION D: TRAVEL ALLOWANCES**

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

### **SECTION E: TRANSPORTATION OF STUDENTS**

1. Employees are not required to furnish transportation for students participating in school activities.
2. Employees who sponsor and obtain SPS approval of school activities utilizing private transportation should assure themselves that:
  - a. The drivers are appropriately licensed and carry adequate insurance;
  - b. The vehicles to be used are in good operating condition; and,
  - c. Parent requests for student participation on the trips are on file before departure.

### **SECTION F: TAX SHELTERED ANNUITIES**

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



## **ARTICLE VII: EMPLOYEE BENEFITS AND PROTECTION**

### **SECTION G: ROPE**

The ROPE program is described in the Memorandum of Understanding Concerning 2001-2004 Reimbursement of Out-of-Pocket Expenditures. The ROPE program expires at the conclusion of 2004-05. Reimbursement requests for 2004-05 expenditures must be submitted by June 30, 2005.

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

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

**SECTION A: STAFFING DECISIONS**

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

**SECTION B: TWO-PHASE STAFFING PROCESS:**

1. Eligibility for Vacancies, Phase I:
  - a. Phase I: September 1-June 15: Any certificated teacher or certificated staff other than teachers, from within or outside of the SPS (including new recruits), is eligible to be considered on the basis of his/her qualifications for any opening for which the teacher is certified. Hiring packets must be in Human Resources by June 15 or by the last workday if June 15 is on a weekend, otherwise the position will be made available through Phase II hiring.
  - b. With the direction from Human Resources, schools will have the opportunity to retain remaining non-continuing contracted staff during spring staffing, if site funding is available and the principal recommends the conversion.
  - c. If a non-continuing contracted employee receives a satisfactory recommendation from the principal, and if funding is available at the building/program for the following year, the employee shall be offered a provisional contract and retained in the building/program for the following school year.
  - d. Employees with non-continuing contracts, who have been recommended by their principal/supervisor, may be hired to the SPS's unassigned pool if they teach in a critical shortage area and budget and staffing projections indicate a need.
  - e. If no displaced pool candidates are available for identified open positions, Phase I will remain in effect for those positions.
  - f. For purposes of this section, "displaced" staff are defined as staff who:
    - 1) Are involuntarily removed from a building or program as a result of being least senior in their category because the number of staff exceeds the building's requirements for the following year.
    - 2) Volunteer to leave the building or program either because the number of staff exceeds the building's requirements for the following year or the school direction has changed and the displacement removes the need to displace someone else. If there are more volunteers than necessary, the most senior volunteer will be offered the opportunity to move.
    - 3) Volunteer to leave a school or program that SEA and the SPS have mutually agreed is undergoing a significant change in direction.
    - 4) Volunteer to leave a "school requiring SPS intervention" as described in Article VIII, G, below.

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- 5) Are involuntarily removed due to a building or program closure.
- 6) Are returning from leave.
- 7) Are new recruits to the SPS who have been offered contracts and need assignments.

2. Eligibility for Vacancies, Phase II:

- a. Phase II: June 15th - until all displaced staff has been placed. Phase II requires that principals and building leadership teams consider the remaining unassigned staff for openings.
- b. All Requests to Staff Vacant Positions (RSVP's) received after June 1 and any other positions remaining unfilled by June 15 of the current school year will be subject to Phase II's displaced pool selection or assignment.
- c. The SPS will schedule a Job Fair prior to the last day of the school year to provide an opportunity for schools and remaining unassigned staff to meet to discuss openings and recommend employees for selection. Staff recommended by more than one school will have the opportunity to choose their assignment, provided the hiring packets are received within 24 hours of each other.
- d. Before the Job Fair all displaced employees who hold a 504 status granted by the SPS will be contacted and told what vacancies remain. They may choose a position, in seniority order, after making contact with the principal.
- e. After the 504 placements, and before others, employees from closed schools or from programs that are undergoing a significant change in direction (and mutually agreed to by SEA/SPS) may choose a position in seniority order after making contact with the principal.
- f. Principals and hiring teams will be required to review the files of displaced staff and new recruits who qualify for remaining vacancies and to request meetings with them to discuss their current opening(s).
- g. All individuals remaining in the displaced pool on July 1st, including new recruits, will have a temporary assignment prior to the opening of school. These temporary assignments will be in vacant positions for which they qualify or, if no position for which they qualify exists, they may be placed on temporary assignments in buildings to assist as a substitute on contract until another position for which they are qualified is available.
- h. At the start of the school year unassigned staff placed as temporary substitutes into vacant positions for which they are qualified but do not hold the right category will receive consideration for permanent placement in the positions.
- i. Except as provided elsewhere, any contracted teacher who is displaced from a building, and no position for which he/she is qualified is available, he/she will be designated a substitute-on-contract (SOC) at full pay and benefits until he/she is assigned a position.
- j. An employee who is displaced shall have the right to return to his/her immediate previous work location if that former assignment becomes available within two years of the teacher's being displaced. Employees must notify Human Resources in writing by February 1st of the current year if they wish to exercise their right to return the second year.

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- k. Employees may only transfer once during the current school year unless a transfer would result in a promotion involving a stipend. Positions accepted prior to the start of the school year for the upcoming school year are final.
- l. Schools will submit a plan describing the hiring process to be used during the summer months. The plan will be turned in to Human Resources in the school's staffing packet submitted in March.
- m. SPS responsibility regarding notification of vacancies:
  - 1) Request to Staff a Vacant Position (RSVPs): Principals/program managers shall file a RSVP upon knowledge that a vacancy has occurred. The SPS shall not unreasonably delay in establishing a permanent position in order to hold or save a position or potential position for a particular unassigned employee or other potential applicants. Delays for necessary and unavoidable or otherwise justifiable reasons shall be approved/disapproved by the administrative supervisors.
  - 2) Principals/program managers shall make every reasonable effort to establish teaching schedules to avoid assignments and the establishment of RSVP's that require more than one (1) category. Any assignment will be reviewed by Human Resources and, if deemed appropriate, Human Resources will request the approval/disapproval of the administrative supervisor before processing.
- n. The SPS must provide notification of vacancies one week prior to the closing date for applications.
  - 1) Candidates on leave shall receive information describing their rights and responsibilities in interviewing for a position. The employee must provide the SPS with a reliable means for contacting them or their designee.
  - 2) The SPS shall send a notice and directions to the SPS's web site concerning job postings for the next school year (sometime in April) to candidates on leave. Thereafter job announcements and standardized application procedures will be available on the internal electronic mail system. Candidates are responsible for monitoring the SPS's web site and job postings to identify current openings.
  - 3) Candidates are responsible for submitting site-based applications to schools and participating in interviews.

**SECTION C: SITE-BASED HIRING PROCESS**

- 1. The hiring process must have the following features:
  - a. All members of the hiring teams will participate in a joint SEA/SPS interview training session which includes communication of the legal constraints against discrimination based on age, race, gender and other factors. Participation in Waiver Training conducted prior to 9/1/94 meets this requirement.
  - b. The hiring team will screen applications and resumes. The SPS will verify appropriate certification for candidates recommended by the school.
  - c. If there are qualified internal candidates for a position, a hiring team will interview at least two for vacant positions.

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

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- b. SPS and SEA can agree at any time to bypass the hiring process in exceptional cases.
- 6. During the first school year in a new position, a teacher cannot be reassigned to another position other than that for which he/she was hired, without mutual agreement between the principal, the hiring team and the teacher.

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

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

**SECTION E: MID-YEAR TRANSFERS**

- 1. Employees may apply for advertised positions and transfer at any time of the school year, if selected, but may only transfer once per year. If an employee has not transferred during the current school year, they may apply for and accept any position that is offered to them at any time.
- 2. Employees who accept a position in the spring for the following school year must remain in the new position for the entire year.
- 3. Employees may apply and be selected for a stipend position at any time of year if it constitutes a promotional opportunity.

**SECTION F: ADMINISTRATIVE TRANSFER PROCEDURES**

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

- 1. Guidelines for Administrative Transfers: The SPS has the legal responsibility to establish the educational programs, services and staff in accordance with the SPS's basic educational goals and program continuity consistent with the financial resources available. The SPS has the authority to make necessary adjustments in the SPS's educational programs, services and staff to be consistent with financial resources available and the provisions of this Agreement.
  - a. The appropriateness of the assignment of employees has a significant impact on the morale of the employee and his/her effectiveness in the total educational program.

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- b. The SPS shall comply with Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Amendments, Section 504 of the Rehabilitation Act of 1973, and the Affirmative Action goals of the SPS in placing and transferring employees.
  - c. The SPS and SEA may agree that it is in the best interest of the employee, the site, students and the SPS to transfer an employee from his/her assignment or building. When there is such agreement by SPS and SEA the decision is not grievable.
2. Transfer by Administrative Decision:
- a. Employees who are transferred by administrative decision for the following year shall be notified in writing as soon as practicable, but no later than 06/01 of the school year. Employees who are to be transferred at other times shall be given at least one (1) week's notice. The written notification shall include the reasons for the transfer.
  - b. The building principal/program manager will confer with the individual tentatively selected for administrative transfer, shall provide tentative notice of transfer in writing, and shall provide the employee with an opportunity to comment.
  - c. Criteria listed in Item 1 above shall be utilized for administrative transfer.
  - d. An employee who is selected to transfer as a result of administrative decision after the beginning of the school year shall be assigned to a position as expeditiously as possible. Unless there are some unusual circumstances, he/she will remain in the original assignment until a position is available.
  - e. Employees who are on probation are prohibited from transferring from one site or assignment to another site or assignment without the approval of the principal/program managers of the schools/buildings and/or the appropriate education directors. The SPS will notify the SEA of any proposed transfers.
3. Impact of School Closure: Movement/Transfer of Equipment, Teaching Materials, Personnel and Programs:
- a. Employees from closed schools will be responsible for transporting their personal materials and equipment to their new work location; for example: self-made teaching materials, gifts, and items purchased by the employee. However, the SPS will transport the above-mentioned materials on an exception basis for handicapped employees.
  - b. Employees from closed schools may personally transport SPS-owned personal-use items, such as: pens, scissors, rulers, binders and staplers, to their new work locations after filling out an inventory list and submitting it to the building principal/program manager.
  - c. The SPS will develop a process whereby employees from closed schools will be given the opportunity to request the transfer of SPS textual materials and/or equipment they presently use to their new SPS locations. Textual materials and/or equipment approved for transfer will be transported to the employees' new assignments by the SPS.
  - d. Every effort shall be made to have the materials of transferring employees from closed schools transported by the SPS to their new work locations by August 17.
  - e. It will be a top priority of the SPS to have essential equipment, supplies and textual materials assigned and available in all buildings by August 17.

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- f. In the event that an employee, who has been reassigned as a result of school closure or relocation of programs, performs duties as mutually determined are necessary by the employee and the SPS which are associated with school closure or relocation of programs, he/she will be compensated for duties performed beyond his/her contracted work year at his/her per diem rate.

**SECTION G: SPECIAL STAFFING ISSUES AT SCHOOLS REQUIRING SPS INTERVENTION**

1. This provision will be reviewed by the Partner's committee during the 2004 –2005 school year to reconcile it with the intent and direction being taken to close the achievement gap.
2. A school requiring special SPS intervention is a school identified by the SPS as qualifying for additional support or resources according to the SPS's review process.
3. The principal and staff at each school requiring special intervention will identify by January 31st any professional development or training that will be required of staff to participate successfully in implementing the building's Academic Achievement or Transformation Plan.
4. By the end of February of the current academic year individual staff members will make a choice and state their intention to commit to successfully complete the training by September (or by a later date defined in the Academic Achievement or Transformation Plan) or not to remain at that school.
5. If a new category is required by the school's Academic Achievement or Transformation Plan, adequate time will be allowed to complete necessary training.
6. A teacher who completes the training shall retain a position at the building for the following year (possibly including training required to earn a new category).
7. Staff members choosing to participate in the training must also commit to make the adjustment in curriculum or instruction as required by the Academic Achievement or Transformation Plan adopted for the following academic year.
8. Staff members who choose not to remain at that school will be prepared to participate in the site-based hiring process. The positions that they have chosen to vacate will be filled through this hiring process as well.
9. A staff member who chooses not to remain at the school requiring special assistance is eligible to apply for open positions elsewhere in the SPS. Staff members will qualify for the displaced pool under the terms described in Section B above.

**SECTION H: PROGRAM MOVEMENT OR CLOSURE**

1. Instructional staff associated with a program that moves from one work site to another are assumed to move with the program. A teacher who prefers to stay at the original site may do so, if there is a vacancy for which he/she is qualified/certified and if he/she commits to the training or changes in curriculum as the Academic Achievement or Transformation Plan requires for the next year. A teacher who chooses not to move with the program or to accept a position at the original site (or for whom no vacancy is available) will be displaced and must apply and compete for other positions in the SPS.
2. If a program is terminated and then reinstated within two (2) school years, teachers who were in that program shall have first priority for the re-openings. The teacher will successfully complete



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the training as required in the school's Academic Achievement or Transformation Plan and will revise curriculum and instructional methods to reflect the new direction of the program.

3. Prior to terminating a program or the closure of a school, any displaced teacher may choose from the following options: to remain at the original site if there is a vacancy for which he/she is qualified/certified and if he/she commits to the training or changes in curriculum as required in the Academic Achievement or Transformation Plan for the next year or shall select or be placed in a vacancy during Phase II, after those needing 504 accommodation have been placed.

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

The SPS shall comply with Section 504 of the Rehabilitation Act of 1973 when placing or transferring employees. In addition to the selection rights of all employees during the year and in Phase I, displaced employees covered under Section 504 who require transfers or adjustments of their assignments will select an assignment for which they qualify during Phase II of the Two-Phase Staffing Process after they have met with the building principal.

**SECTION J: AFFIRMATIVE ACTION**

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

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

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

### SECTION A: LENGTH OF SCHOOL WORKDAY

1. The standard working day in the building or on site for classroom teachers and non-teaching certificated non-supervisory employees shall begin thirty (30) minutes before the beginning of the student day and shall not be more than seven (7) hours total for secondary schools and six and one-half (6.5) hours total for elementary schools, exclusive of the one-half hour (30 minute) duty-free lunch period, and shall include Preparation-Conference-Planning time. The Preparation-Conference-Planning time shall not be scheduled during the thirty (30) minutes preceding the student day or the thirty (30) minutes following the student day. These standard working day schedules would not necessarily hold for schools where staff and administrators have developed and arranged special variations in curriculum, instructional methods and staff organization.
2. Employees will be expected, in addition to performing duties during the regularly scheduled on-site hours, to participate in activities and to perform duties related to the functioning of the total school, such as faculty meetings, organizational meetings, the guidance and counseling of students, parent contacts and meetings, and those duties associated with school activities not covered by currently stipended positions.
  - a. These duties may be performed at irregularly scheduled times and shall be divided equally among all employees in a building.
  - b. Participation in faculty, instructional council, departmental, team/grade level, safety, and technology meetings, will not exceed one hour outside the defined workday unless mutually agreed upon by the participants. **Building scheduled faculty meetings (emergencies excepted) shall not exceed one per week.**
  - c. Employees with compensated special or supplemental assignments shall increase their workday on or off the site to fulfill their supplemental responsibilities.
3. Employees who report to a staff organization and/or are assigned to and maintain an office in the John Stanford Center or one of its branches will be on duty for eight (8) hours. This category includes employees in programs such as Curriculum and Instruction, School to Work Program, Bilingual Education, Special Education, Special Programs, and whose responsibility is primarily support for the classroom teacher or school staff as a consultant specialist, instructional coach or other similar titles.
4. Certificated personnel who are assigned to a school building on a part-time basis, temporary and/or substitute certificated non-supervisory employees are expected to conform to the normal workday as defined above in the assignment to which they are placed.
5. Exceptions to Items 1, 2, 3 and 4 above may be granted for SEA activity or, at the discretion of the building principal/program manager, for attendance at professional activities or for urgent personal business. Other employees who do not work in the school setting may arrange with the immediate supervisor to attend to similar activities.
6. Visitations by employees to the homes of their students shall be at the option of the employee, with the approval of the building principal/program manager.

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

### **SECTION B: EMPLOYEE LOAD**

1. Elementary teachers will be assigned by the building principal/program manager to combination or split grades as required by the actual student enrollment in a specific school. An employee will be assigned to a combination or split-grade class by the building principal/program manager only after discussion with the employee regarding the necessity of the assignment.
2. In the process of organizing elementary school classrooms at the beginning of the school year, the basic class size in combination or split-grade assignments shall be at least one (1) less than the average class size limits of those combined grade levels for a particular school. This doesn't apply to staff who make the choice to split with a co-teacher or multi-age classrooms (where the building has adopted that mode of instruction in whole or part).
3. Combination or split-grade assignments as differentiated from multi-age organization shall not be given to beginning teachers (first year in teaching).
4. The SPS will consider as a reasonable maximum, secondary teacher assignments of no more than three (3) different curriculum course preparations in no more than two (2) subject fields. To the extent possible departments will balance the number of preparations between employees and avoid piling on large numbers of preps and subject matters on teachers new to the profession.
5. Variations to the above conditions shall be made by the building principal/ program manager after discussion and mutual agreement between a teacher, an affected grade level, a department, the certificated teaching staff (faculty) or the BLT/Instructional Council. The written record of the arrangement shall be retained on file in the school office and shall be binding on all affected parties for one semester/year as appropriate.
6. Employees who are assigned to two (2) buildings shall be scheduled in such a manner as to provide a thirty (30) minute duty-free lunch period plus necessary travel time between buildings. Mileage allowance shall be provided for travel between the two work locations pursuant to Article VII,D of this Contract. The employee shall keep a mileage report. One building is to pay for the mileage accrued for the first half of the year and the second building pays for the mileage accrued the last half of the year, unless the affected principals agree to alternate means for the reimbursement.
7. When the need is mutually agreed upon between the building principal/program manager and the employee, employees who are transferred from one work location to another during the school year shall be provided with one (1) work day to vacate and relocate before the assignment is to begin, except when the transfer occurs at semester times.

### **SECTION C: PREPARATION-CONFERENCE-PLANNING TIME**

1. All teachers shall plan with the building administration in their schools to organize their work day to include Preparation-Conference-Planning (PCP) time. Elementary teachers shall have a minimum of 150 minutes per week of PCP time within the employee workday. All secondary teachers shall plan with the building administration to have PCP time to the equivalent of one (1) full class period per day. The PCP time shall not be scheduled during the thirty (30) minutes preceding the student day or the thirty (30) minutes following the student day. The faculty representative organization shall be responsible for working with building administration to develop plans for PCP time when the faculty delegates this responsibility.
2. The primary purpose of PCP time periods in elementary, middle and secondary schools is for the individual teacher to prepare, plan and conference; however, PCP time shall also be used for period conferences, departmental meetings and other cooperative group planning.

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

3. Teachers on a part-time contract shall be entitled to prorated PCP time in a ratio equal to the percentage of time they work.
4. PCP time for teachers scheduled to teach two (2) half-day kindergartens is to be at least 150 minutes per week excluding a 30-minute duty-free lunch and the 30 minutes before and after school as required by law.
5. Preparation-Conference-Planning (PCP) teachers may be assigned on an itinerant basis.

### **SECTION D: CLASS-SIZE & STAFFING RATIOS**

1. SPS Averages and Building ranges: The SPS recognizes that a reasonable school class-size ratio is desirable. However, any application of a rigid numerical limitation on class size within schools restricts the staff and the building principal/program manager in their flexibility in seeking an ideal learning environment. The SPS and SEA believe that class-size ratio must reflect individual school needs and unique problems. Staff and building administrators are encouraged to develop cooperatively and to explore continually special variations in curriculum, instructional methods and staff organization to endeavor to achieve an optimum for instruction in their school.
2. However, the SPS will maintain the following SPS-wide averages and building ranges:
  - a. Maintain an average SPS ratio of students to full-time equivalent teachers at no more than 26:1 for grades K-3, 28:1 for grades 4-5, and 150:1 for grades 6-12 (when grade 6 is conducted using a secondary model), exclusive of Special Education and Bilingual.
  - b. Elementary Class Size Building Ranges: The SPS will take actions to limit class size to a building range of 28 or less for grades K-3 and of 32 or less for grades 4-5; the same building ranges shall apply to self-contained programs except Special Education and Bilingual. In the event that the maximum number in either range is exceeded in a building, the SPS shall provide relief in the form of additional certificated non-supervisory staff.
  - c. Weighted Student Formula: SEA will be an active participant in the development of the Weighted Student Formula and budget allocations to buildings. SPS shall make all final decisions with respect to the Weighted Student Formula and budget allocations to buildings as per Article III, General Rights and Responsibilities.
3. Elementary/Secondary Regular Programs:

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

  - a. Secondary Class Size: Take actions to limit class size to thirty-two (32) students for core classes in grades 6-12 (28 for grade 6 when the site uses an elementary model for grade 6). These limits would not necessarily hold when staff have, through their decision-making process, adopted a whole school model that results in a variation in curriculum, instructional methods and staff organization. An example would be the adoption of a block schedule. The appropriate executive level administrator will be notified by the building principal/program manager of assignments which exceed the guidelines to address the overload. The preferred solution is to reduce class size to the negotiated levels. Failing that option, other assistance may be identified in consultation with and agreement between the appropriate executive level administrator, principal and the

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

impacted teacher, the SEA representative may be involved in this discussion. The individual teacher will be compensated for any days after October 1 during which he/she has an overload.

- b. Secondary Daily Limits: Maintain a staffing guideline of 150 students per teacher per day (when using a block or modified schedule, the total students served by a teacher each week would be 150), with the exception of special classes and programs where the individual class size has been exceeded in grades 6-12. The appropriate executive level administrator will be notified by the building principal/program manager of assignments which exceed the guidelines. The preferred solution is to reduce class size to the negotiated levels. Failing that option, other assistance may be identified in consultation with and agreement between the appropriate executive level administrator, principal and the impacted teacher. The SEA representative may be involved in this discussion. The individual teacher will be compensated for any days after October 1 during which he/she has an overload.
- c. Class size for non-core classes will be limited by space, safety, equipment needs, ability to supervise, and effective instruction. If non-core classes have been incorporated into an integrated/cluster curriculum, then class-size limits could apply. The principal will consult with staff in departments offering non-core classes concerning these issues. If requested by the teacher, the SEA representative may be involved in this discussion.
- d. Elementary Class Size Individual Classrooms: Take actions to limit individual regular academic class size for grades K-3 to twenty-six (26) and for grades 4-5 (and grade 6 when operated in an elementary model) to twenty-eight (28). These limits would not necessarily hold when staff have, through their decision-making process, adopted a whole school model that results in a variation in curriculum, instructional methods and staff organization. In situations in which the limit is exceeded in a regular class in grades K-3 by two (2) students or in grades 4-5 by four (4) students, following the October 1st enrollment count the SPS will address the overload. The preferred solution is to reduce class size to the negotiated levels; failing that option other assistance may be identified in consultation with and agreement between the appropriate executive level administrator, principal and the impacted teacher. The SEA representative may be involved in this discussion. The individual teacher will be compensated for any days after October 1 during which he/she has an overload.
- e. Maintain staffing in special programs for students with disabilities at levels to provide exceptional children an opportunity to achieve to the best of their ability. Staffing guidelines for various programs will be in conformity with the students' educational needs, State standards and State funding.
- f. When possible, IEP identified students will be assigned in a way that results in an equitable apportionment, with special consideration for the nature and extent of the disability, among the classroom teachers at each school.
- g. As soon as relevant information about an IEP student is received by the SPS's Special Education office and the school, it will be shared with the teachers to whom that student is assigned.

### **SECTION E: ELEMENTARY SPECIALISTS**

- 1. The SPS recognizes that specialists, such as those for music and physical education, provide instruction at the elementary level which is beneficial to the instructional program.

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

2. In order to provide increased specialization in physical education, music, or other subject matter areas at the elementary level, while at the same time providing for quality program and schedule flexibility, Elementary Specialists will be assigned no more than (40) sections per week to provide for the 150 minutes per week allocated to classroom teachers as Preparation-Conference-Planning (PCP). If a school provides more planning time for classroom teachers, the cost of doing so is the responsibility of the building.
3. To promote equity between classroom teachers and Elementary Specialists, class size for Elementary Specialists shall be subject to the same limits as for all other classroom teachers as specified in Article IX, Section D,3,d of the Collective Bargaining Agreement. When creating building schedules, schools must give consideration to the daily schedule of the Elementary Specialist including Preparation-Conference-Planning time and recess, if applicable.

### **SECTION F: SPECIAL EDUCATION STAFFING RATIOS AND RELIEF**

1. The parties recognize the complexity and dynamic nature of Special Education staffing due to the ever-changing composition of the student population served, the extensive legal regulation of program requirements, the incidence of mid-year referrals, the clustering of students, and the limitations of facilities, resources and funding.
2. In a good faith effort to quantify and stabilize Special Education staffing, the SPS agrees to the staffing arrangements set forth below. At the same time, the SEA acknowledges that the SPS's Special Education programs do not lend themselves to immutable staffing formulas or inflexible staffing requirements.
3. The following continuum of service levels will be utilized by the SPS to reflect the number of students served per classroom teacher. It is recognized that staffing by school may actually be lower subject to local building options, severity of handicapping conditions, combination of conditions and/or of levels, and individual student service requirements. Both parties recognize that variations among different programs will exist where staff and administrators have developed and arranged special variations in curriculum instructional methods and staff organizations. Also, both parties recognize exceptions such as the presence of low incidence/high need students who may require the adjustment of staffing upward and that the presence of high incidence/low need students may allow for staffing adjustments downward. The following staffing guidelines will be used in schools as a means for staffing teachers in Special Education:
  - a. Resource room support for students spending the majority of the instructional day outside Special Education and requiring support in curriculum content, methods, pacing and/or strategies. Staffing: Elementary/Secondary 22:1.
  - b. Self-Contained support for students spending the majority of the instructional day in a Special Education classroom in one building and requiring moderate to significant modifications to curriculum content, pacing, methods and instructional strategies. Staffing: Preschool 12:1; Primary 13:1; Intermediate 14:1; Middle School 15:1; and High School 20:1.
  - c. Self-Contained Specialty class for students with severe handicapping conditions requiring full-day instruction in Special Education and very significant modification to curriculum content, methods, pacing, instructional strategies and/or requiring special adaptive devices. Staffing: Elementary/Secondary: 9:1:1. Beginning 2005-06 Elementary and Middle School EBD classrooms are staffed at 10:1:2.
  - d. Self-Contained Specialty class for students with exceptional complex disabilities requiring an intense level of service to modify curriculum, meet medical behavioral and physical

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

needs. Students may require specific adaptive technology, medical interventions and/or supplemental adult supervision. Staffing: Elementary/Secondary 6:1:2 Beginning 2005-06 Elementary/Secondary will be staffed at 8:1:2.

4. There shall be a Task Force comprised of 4 representatives of SEA and 4 representatives of SPS. The task force will meet to determine how to address the range of needs and impacts of 4b classrooms to insure safety and effective learning environments. The task force will make its recommendations by February 28, 2005 to SPS and SEA. The task force will have access up to \$250,000, beginning in 2005-06 to use to address its recommendations. The task force may consider different configurations or structures to meet the student and staff needs while living within the staffing guideline and SPS budget. Any unassigned funds will be placed in the DSU fund. Individual classrooms will continue to have access to DSU funds on the same basis as any other special education classroom or specialist. The task force will reconvene in March 2006 to review the effectiveness of the recommendations and suggest modifications as appropriate.
5. Where staffing situations at the building level are deemed by staff members to constitute an unjustified variation from the staffing guidelines, the staff concern and possible remedy shall be reviewed by the appropriate executive level administrator and the building staff.
6. The Direct Service Unit (DSU) Committee shall have two (2) functions:
  - a. Function outlined in Article IX, Section F,9 and,
  - b. To review and make recommendations concerning disputes arising from the operation of this program. The recommendations are not to affect or in any way obligate the use of monies in the Special Education Relief Fund. This process shall be the exclusive dispute resolution mechanism.
7. It is recognized that some students in Special Education may present severely aggressive, disruptive and/or acting out behaviors. In situations where the students pose a significant problem for classroom management and documentation is available as to the specific behaviors of concern--their intensity, their frequency, and interventions attempted--options for support shall be made available either by a school or SPS-based student support team upon written request by the classroom teacher. Options for relief to be considered, based on available resources and funding, include, but are not limited to:
  - a. Instructional support in the form of behavioral and intervention strategies;
  - b. Support for parent/family as appropriate;
  - c. Support from a SPS appointed Severe Behavior Disorder (SBD) Specialist;
  - d. Increased individualization of program/alternate placement.
  - e. Short-term Instructional Assistant assigned to that particular situation.

Any changes in services or program remain subject to IEP process requirements. It is recognized that the intent of this provision is to provide support to the classroom and not as a means for evaluating teachers.
8. Excess Cost Protection
  - a. The parties agree that the above guidelines are not intended to, nor shall they operate to, increase the SPS's costs above the costs which would otherwise be incurred by the SPS. In the event of such excess costs, the guidelines will be deemed inoperative, and the

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

SPS shall so notify the SEA. The SEA may, by written notice to the SPS, demand that the SPS meet to negotiate new Agreement provisions. The SPS agrees to commence negotiations within ten (10) days of the receipt of the demand.

- b. When special education teachers are asked to write IEP's for substitute teachers and those IEP's place the special education teacher over the WSF caseload limit, the special education teacher will be eligible for additional compensation within the substitute's IEP allocation.
9. Special Education Relief Fund:
- a. A Joint Committee for Special Education Direct Service Units (DSU's):
  - b. A joint committee shall be convened each school year to review staff requests and make recommendations for expenditure of funds appropriated for the purpose of Article IX, Section F,6.
  - c. The Committee shall be appointed no later than 9/1 in each year and shall be composed of four (4) representatives appointed by the SPS and four (4) representatives appointed by the SEA. Beginning in September 2005 a special DSU meeting will be held within the first three weeks of school to address safety issues, if any, in Level 4B classrooms.
  - d. The Committee shall hold its first regular meeting by no later than 10/15 in each year and shall continue to meet on a prearranged schedule agreeable to the Committee members. However, the committee will meet outside of its scheduled meetings to provide relief to impacted staff and students as soon as possible.
  - e. Relief Funds: The SPS will provide a fund of: \$450,000 for the school year. The purpose of the fund is to alleviate problems beyond regular baseline staffing in the area of Special Education self-contained/resource classrooms and to provide assistance when related services personnel have excessive caseloads. The following procedures shall apply for the identification of problems and recommendation of proposed resolution:
    - 1) Problems associated with employee workload, as identified by a certificated non-supervisory employee serving students with disabilities, shall be first brought to the attention of the building principal/program manager.
    - 2) If a solution is not achieved at the building level, the employee may, by no later than May 1 each year, refer the problem(s) to the Joint Committee.
    - 3) Recommendations of the Committee shall be made to the appropriate administrator, with the final decision to be made by the Superintendent or designee.
    - 4) All Committee recommendations for additional staff must be received by the appropriate administrator by May 15 of each year.
    - 5) Costs associated with the final decision shall be paid for from the DSU fund.
10. Information provided to assist staff in meeting student needs:
- a. A handbook of administrative guidelines of SPS rules, regulations, and procedures will be maintained and modified as appropriate by the SPS, utilizing recommendations from a SPS-wide Special Education Committee which shall be representative of each Special Education category.



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

- b. In order to facilitate the educational assessment and programming of students with disabilities, and to provide health/medical and legal safeguards for the students and employees, the following information shall, to the extent possible, be made available within the receiving building prior to student placement:
  - 1) Student Services Assessment Report and Summary;
  - 2) Medical records;
  - 3) Specialized Education Services Report(s), if applicable;
  - 4) Parent Appraisal;
  - 5) Student's initial and current IEP's;
  - 6) Former educational program and social information; and,
  - 7) Notice of any critical condition.

### **SECTION G: COVERING CLASSES AND SUBSTITUTE TEACHER REBATE AND REIMBURSEMENT**

1. Requests initiated by the building principal/program manager or his/her designee to cover classes not regularly assigned may be made only as deemed necessary by the building principal/program manager or his/her designee in emergencies when arrangements for regular substitute teachers cannot be made, either because of a time factor or unavailability of a qualified substitute teacher. See Section 4 below, Substitute Teacher's Rebate and Reimbursement, for details regarding substitute rebate and reimbursement when a substitute teacher is not available and another teacher or teachers in the building cover the absent teacher's class or classes.
  - a. Arrangements for class coverage may be made between employees with the approval of the building principal/program manager.
  - b. To facilitate specific professional programs, arrangements to utilize other staff members to cover classes may be initiated by the staff with approval of the building principal/program manager.
2. Practicum students and non-certificated personnel may be used to cover classes only in emergency situations as described in Section G, Item 1 above. Except in unusual circumstances, practicum students and non-certificated personnel shall not cover classes other than those to which they are regularly assigned. In exceptional situations, the building principal/program manager or his/her designee shall make the decision for an arrangement and shall accept ultimate responsibility.
3. No Special Education teacher shall be required to teach a program for which he/she does not have the appropriate training and/or experience as determined by the SPS.
4. Substitute Teachers Rebate and Reimbursement: The SPS shall rebate to each building/program/office a sum equivalent to a substitute teacher's daily rate of pay for each occurrence during the school year that the SPS is unable to provide a substitute teacher to a building/program/office which has, following the normal process, notified the Substitute Services of their need for substitute services. The rebate shall be provided to affected buildings/program/offices on a quarterly basis.

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5. Each building will have an emergency substitute process in place that equitably distributes the responsibility for covering teaching assignments when a substitute teacher is not available. Each school will determine a reimbursement policy for SEA-represented non-supervisory certificated staff substituting for other SEA-represented staff consistent with the following guidelines:

For certificated non-supervisory staff substituting for other certificated non-supervisory staff:

- a. All schools will determine a reimbursement policy for substituting based on the daily rate of pay for a substitute. Building staff will, through the building decision-making process, determine pay based on blocks of time, such as periods, the entire day, or percent of a class. Reimbursement will not be based on an hourly rate of pay.
- b. This compensation is similar to the stipend for additional duties.
- c. The building staff may determine if a stipend will be paid out of the money reimbursed to the building for bookkeeping within a building.
- d. Based on the school's reimbursement policy, staff who substitute when a regular substitute teacher is not available shall complete a Certificated Substitute Reimbursement Form on a quarterly basis.

For certificated non-supervisory staff when a paraprofessional substitute is not provided:

The certificated staff will be reimbursed at the rate of pay for a paraprofessional substitute

6. A Certificated Substitute Reimbursement Form will be completed on a quarterly basis.

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

1. Employees shall serve only in properly maintained, adequate facilities which provide standard heating, ventilation, and lighting. The facility shall meet all health and safety standards for employees.
2. When it is necessary to assign employees to relocatable structures (portables), the building principal/program manager will discuss the assignment with the employee.
3. Kindergarten classes shall not be assigned to relocatable structures unless the facility is specifically suitable for the classes. The determination shall be made by the building principal/program manager after discussion with the faculty and the affected kindergarten teachers.
4. Classrooms that are used for eating areas at lunch due to no central feeding location at the school site will be cleaned daily.
5. Movement of Employees Within the Program
  - a. In assigning classrooms and teaching stations, an employee shall not be assigned to more than two (2) teaching station assignments nor be required to "float" for two (2) consecutive years without agreement by the employee and the building principal/program manager.
  - b. Assignment to more than one (1) teaching station shall be made in accordance with the following conditions:

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

- 1) For educationally sound reasons, such as implementation of flexibility in programming;
- 2) With as little disruption to the instructional program and personnel as possible.
- c. With classrooms between which the employee must travel to be located as conveniently near one another as possible. Whenever possible, the SPS shall make the following provisions for the "floating employee":
  - 1) Adequate storage in each classroom in which the employee works, e.g., file and desk drawer, table with drawers, or a section of a cabinet;
  - 2) Equipment and materials located within each room, e.g., books, basic laboratory equipment, and audio-visual equipment so only the employee must move;
  - 3) A private desk and file cabinet for the "floating employee" away from students, not necessarily in an individual office, but some place where only building staff members are admitted.
6. The SPS shall provide a teaching station for the itinerant teaching personnel with required equipment and in an appropriate location as determined in consultation among the employee, supervisor and building principal/program manager.
  - a. Student Service personnel and itinerant Special Education personnel shall be provided an adequate working space for each particular building.
  - b. The working space shall be reserved for the personnel during the time they are regularly scheduled into the building.
  - c. The needs for privacy and/or the protection of materials shall be met.
  - d. The employees shall be provided access to a telephone where private conversations are possible.
  - e. After discussion with the employee, the building principal is responsible for making these arrangements. The building principal and the program manager will work to resolve conflicts regarding space.

### **SECTION I: KINDERGARTEN INSTRUCTION**

1. All kindergarten teachers shall be provided Preparation-Conference-Planning (PCP) time consistent with Article IX,C of this Agreement.
2. All kindergarten teachers shall be provided with one (1) ten (10) minute break in the morning and one (1) ten (10) minute break in the afternoon. Time for the breaks shall be mutually agreed upon with the building administrator. Supervision of students within the class shall be provided during the breaks as arranged by the building administrator with the teacher.
3. The SPS shall strive to provide suitable kindergarten classrooms appropriately equipped for effective learning. Building principals/program managers and employees will discuss room assignments in the light of available facilities in the building as indicated in Article IX,H of this Contract.

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

4. Kindergarten teachers who are assigned to two (2) buildings shall be scheduled in such a manner as to provide a thirty (30) minute duty-free lunch period plus necessary travel time between buildings.
5. Kindergarten teachers assigned to two (2) buildings shall be provided one (1) full day of released time each month. The released time will provide the teacher an opportunity to remain a full day in one (1) of the buildings for the purpose of preparing instructional materials and for conferring with staff and parents.
6. The contract year for one-half (.5) day kindergarten teachers shall include one (1) teacher duty day without students present at the beginning and end of the academic year.
7. A teacher assigned to a split kindergarten/first grade class shall have only one (1) session of kindergarten in addition to the first grade.
8. The total number of minutes of instructional time shall be consistent for all half-time kindergartens and consistent for all full-time kindergartens throughout the SPS.

## **SECTION J: BILINGUAL EDUCATION**

1. Bilingual Education programs shall have clearly defined goals, objectives and measurable achievements for the level of instruction.
2. Bilingual teachers shall cooperatively plan and hold appropriate meetings with SPS administrators regarding their programs.
3. Elementary Bilingual self-contained (BOC) students shall be included in total enrollment count for each building in determining staffing for clerical and PCP based on a school's enrollment.
4. The SPS will ensure that the SPS Bilingual staffing level, when compared to the statewide average Bilingual staffing level, will be no less than the relationship of the SPS regular program staffing level compared to the statewide average regular program staffing level.
5. Bilingual teachers will be staffed at a ratio of 1 teacher for each 70 students at the elementary level and 1 teacher for each 45 students at the Middle School and High School level. By 2008-2009 the Bilingual Instructional Assistants will be staffed at 1 assistant for each 28 students.
6. Thirty (30) hours of extra time, calculated at the average teacher rate will be instituted at each school/program to mitigate some of workload responsibilities that increased as a result of changes in paperwork, recordkeeping and delivery models. The Bilingual Department at each site will decide the use of these monies.
7. Bilingual Relief Fund

### **Committee regarding Bilingual Staffing**

- a. A Joint Committee shall be convened to review staff requests and make recommendations for expenditure of funds appropriated under Item d below.
- b. The Committee shall be appointed by no later than October 1 of each year and shall be composed of three (3) representatives appointed by the SPS and three (3) representatives appointed by the SEA.
- c. The Committee shall hold its first meeting by no later than October 15 of each year and shall continue to meet on a pre-arranged schedule agreeable to the Committee

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

members. The Committee should make itself available to provide relief to impacted staff and students as soon as possible.

- d. The SPS will provide a fund of \$200,000 during 2004-05, \$250,000 for 2005-06 and \$300,000 for 2006-07 and each year thereafter. The purpose of the fund is to alleviate problems beyond regular baseline staffing in the area of Bilingual self-contained classrooms and to provide assistance when related services personnel have excessive caseloads. The following procedures shall apply for the identification of problems and recommendation of proposed resolution.
  - 1) Problems associated with employee workload, as identified by a certificated non-supervisory employee serving bilingual students, shall be first brought to the attention of the building principal/program manager.
  - 2) If a solution is not achieved at the building level, the employee may, by no later than March 2 of each year, refer the problem(s) to the Joint Committee,
  - 3) Recommendations of the Joint Committee shall be made to the appropriate line administrator, with the final decision to be made by the Superintendent.
- e. All Joint Committee recommendations for additional staff must be received by the appropriate line administrator by March 16 of each year.
- f. Costs associated with the final decision shall be made from the above-referenced fund.

### **SECTION K: SCHOOL COUNSELORS AND SOCIAL WORKERS**

1. Pursuant to rules established by the State Board of Education, all school counselors employed by the Seattle Public Schools shall hold a valid Educational Staff Associate (ESA) Counseling Certificate. High School Counselors shall also hold valid teachers' credentials in the State of Washington and have at least one (1) year of successful classroom experience.
2. Each counselor shall be accountable to the principal/program manager of the building to which he/she is assigned.
3. Each secondary school shall be allotted five (5) days for each full-time equivalent counselor at per diem pay. These days shall be assigned to the building counselors by the building principal/program manager after discussion with the counseling staff.
4. Each secondary counselor will have five (5) additional days at per diem pay a year for working on scheduling, registration, and other counseling activities.
5. Except in unusual circumstances there shall be no more than one (1) part-time counselor in any one (1) secondary building. Part-time secondary counselors shall retain their preparation periods.
6. Secondary counselors are assigned on a ratio of approximately 400:1.
7. Middle School and Elementary counselors shall hold either a valid Educational Staff Associate (ESA) Counseling or School Social Workers Certificate. Whenever feasible elementary counselors shall be assigned to one (1) building.
8. Counselors may attend professional meetings and conferences during school hours as recommended by and approved by the appropriate building principal/program manager.

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

9. Nothing in this provision prevents the SPS from determining that an ESA certificated School Social Worker be hired at the high school level to fulfill duties appropriate to the certificate.

### **SECTION L: STUDENT SERVICES**

1. Pursuant to rules established by the State Board of Education, all school psychologists and social workers employed by the Seattle Public Schools shall hold valid Educational Staff Associate (ESA) Certificates.
2. These Student Service personnel shall have SPS-wide supervision provided by a responsible individual in the Central Administration. Requests for service are initiated by the building principal/program manager or his/her designee.
3. Periodic meetings of the school psychologists, counselors and social workers will be established by the appropriate line administrators for the purpose of planning and consulting to meet the needs of students.
4. School psychologists may attend professional meetings and conferences during school hours as recommended by and approved by the appropriate line administrators.

### **SECTION M: SCHOOL LIBRARIES**

1. A major goal of the SPS is to provide a full program of instruction to meet the needs of all students. In an effort to meet this goal, the SPS shall continue to maintain and staff library and learning resource center facilities. Continuous access to library collections and flexible scheduling of facilities shall be a major component of the plans.
2. The SPS shall adhere to appropriate State laws and regulations relative to library services within the public schools of the State of Washington.
3. Elementary and secondary librarians will arrange cooperative meetings during the employee's work day at their respective levels for purposes of discussing books, materials or other business pertinent to professional librarians. These meetings shall be cooperatively planned and implemented by the supervisor of libraries and a committee including at least four (4) librarians.
  - a. Coordination for the meetings will be through the appropriate SPS administrator's office.
  - b. Arrangements will be made at each building for the libraries to remain open.
  - c. Librarians shall be eligible for consideration for attendance at the annual meeting of the Washington State Association of School Libraries held in the spring and the State Librarian Workshop held in the fall under the provisions of Article VI,A,8 of this Contract.
4. The Library Catalog Unit shall be staffed and equipped so that library materials received by the SPS can be delivered to the buildings promptly. Unreasonable delays shall be a subject for discussion by librarians with the Library Supervisor and the appropriate Assistant Superintendent.
5. The Librarian shall be a member of the faculty representative organization in each school.
  - a. All librarians should allow time in their daily schedule for conferencing with faculty members to implement the most efficient use of the library as a learning and resource

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

center. Librarians shall not provide a substantial amount of PCP time, (not more than ½ their time) during their librarian assignment.

- b. All library staff is directly responsible to the Librarian.
6. Additional days, as indicated in Items a and b below, shall be made available for the academic year at per diem rate to be used in the opening and closing of the facilities. One (1) or two (2) of the available days may be utilized during winter or spring vacation to complete tasks that cannot be carried out during the school year:
  - a. Five (5) days shall be made available for each full-time equivalent (FTE) librarian assigned to one (1) building.
  - b. Eight (8) days shall be made available for each librarian assigned to two (2) buildings; four (4) days per building. Exceptions to the four (4) days per building rule may occur by mutual agreement between the employee and the building principals/program managers.

### **SECTION N: FOREIGN LANGUAGE**

1. Foreign languages in the Seattle Public Schools shall be taught by teachers adequately prepared in the language offered.
2. Foreign language programs shall have clearly defined goals, objectives and measurable achievements for the level of instruction.
3. Foreign language teachers shall cooperatively plan and hold appropriate meetings with SPS administrators regarding their programs.

### **SECTION O: SCHOOL NURSES**

1. All school nurses within the Seattle Public Schools shall hold valid Educational Staff Associate (ESA) Certificates issued by the State Superintendent of Public Instruction and a Washington Nurses License.
2. One-half (.5) day released time or the equivalent amount of monies shall be provided monthly for all school nurses to meet under the direction of the Health Services Supervisor for the purpose of professional development on matters that will assist in meeting the needs of the students within the SPS, or to provide staff development for school nurses.
3. The SPS Student Health Services administration, Governance Council and the school nursing staff will continue to examine the SCHOOL HEALTH SERVICES REGULATIONS AND PROCEDURES HANDBOOK.
4. Nurses shall be provided with a duty-free lunch period of thirty (30) minutes. The school nurse may, at his/her own option, choose to schedule his/her lunch break to provide health care during the students' lunch period.
5. When substitute nurses are employed, they shall be paid at the same rate as the substitute teacher.
6. Nurses shall be freed from responsibility to building professional development activities on the 2 learning improvement days and the District TRI day, although they may elect to participate. In addition nurses will receive 2 days compensation at per diem prior to the beginning of school. These days will be used by the nurses to fulfill their responsibilities in developing and

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

implementing health plans for students with life threatening illnesses. These two days are pro-rata according to FTE.

7. 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.)



## **ARTICLE X: GRIEVANCE PROVISIONS**

## **ARTICLE X: GRIEVANCE PROVISIONS**

### **SECTION A: PURPOSE**

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

### **SECTION B: DEFINITIONS**

As used in these grievance provisions:

1. "Grievance" means a claim based upon an event or condition which affects the conditions or circumstances under which an employee works, allegedly caused by the misinterpretation or inequitable application of written SPS regulations, rules, procedures, or SPS practices and/or the provisions of this Agreement.
2. "Grievant" means an employee or employees of the SPS covered by this Agreement having a grievance or the SEA.
3. "SEA" has the meaning attributed to an employee organization in Chapter 41.59 RCW.
4. "Day" means a calendar day.
5. "Working day" means a day on the student calendar excluding holidays and winter and spring vacations.

### **SECTION C: INITIAL GRIEVANCE PROVISIONS**

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

1. To expedite resolution, the grievance shall be initiated within sixty (60) days following the events or occurrences upon which it is based, except that grievances related to salary may be filed at any time the situation is discovered.
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 Formal Steps 1 and 2, failure of the appropriate SPS administrator to hold the grievance conference within the prescribed time limits shall be cause for the grievant to proceed to the next step by submitting a Grievance Review Request.
4. If, after a hearing, further investigation and data are required before an administrator can respond in writing, the administrator shall contact the grievant, inform the grievant of the need for additional time to respond, and request agreement for a time extension.
5. The time limits prescribed in these provisions may be extended by a written mutual agreement between the grievant and person or persons by whom the grievance is being considered.
6. Failure of the grievant to submit a timely Grievance Review Request for the next step or to submit a timely Demand for Arbitration within the time limits shall result in the grievance being dropped unless the time limits have been extended by mutual agreement as provided above.

## **ARTICLE X: GRIEVANCE PROVISIONS**

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 SPS administrator to have been changed at Step 2 shall be deemed withdrawn and resubmitted at Step 1.

### **SECTION D: GRIEVANCE PROCEDURE**

1. **Required Informal Discussion:** An employee shall first take up a complaint or problem with his/her immediate administrative supervisor in private informal discussion(s) and every effort shall be made to adjust the complaint or deal with the problem in an informal manner. The informal conference shall occur within ten (10) working days of the employee's request for the conference.
2. **Formal Step 1:** If the employee is dissatisfied with the outcome of the informal private discussion(s), he/she may, within ten (10) working days after the informal conference, initiate the formal grievance procedure at Step 1 by presenting a Grievance Review Request form to the Department of Labor Relations (or its successor) with a copy to the immediate supervisor.
  - a. Every effort should be made in the formal Step 1 conference to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution.
  - b. The formal conference shall occur within fifteen (15) working days of the receipt of the written request by the Department of Labor Relations.
  - c. A written response shall be given or addressed and mailed to the grievant by the immediate administrative supervisor within ten (10) working days after the formal conference, and copies shall be filed with the Department of Labor Relations and the SEA.
3. **Formal Step 2:** If the grievance is not adjusted to the satisfaction of the grievant under Step 1 within ten (10) working days after receipt of the copy of the Step 1 response by the SEA, the grievant may, within that time constraint, request review, conference and action at Step 2 by submitting a completed Grievance Review Request form to the Department of Labor Relations.
  - a. The Department of Labor Relations will assign the grievance to an appropriate Central administrator for review and formal conference at Step 2.
  - b. The formal conference at Step 2 shall occur within fifteen (15) working days of the receipt of the Grievance Review Request by the Department of Labor Relations.
  - c. A written response shall be mailed/given to the grievant by the designated Central administrator within ten (10) working days after the formal conference, and copies shall be filed with the Department of Labor Relations and the SEA.

## **ARTICLE X: GRIEVANCE PROVISIONS**

4. Formal Step 3: If the grievance is not adjusted to the satisfaction of the grievant under Step 2 within sixty (60) days after receipt of the copy of the Step 2 response by the SEA, the SEA may, within that time constraint, submit the grievance to final and binding arbitration by filing a written notice of intention to arbitrate (Demand) with a copy to the Department of Labor Relations. The arbitration shall be conducted by an arbitrator under the rules and administration of the American Arbitration Association (AAA). If the SEA does not notify the SPS and the AAA of intention to arbitrate (Demand) (Section 7 of AAA Rules) within sixty (60) days after receipt of the copy of the Step 2 response by the SEA, the grievance shall be deemed withdrawn. During arbitration under this step, neither the SPS nor the grievant will be permitted to assert any grounds not previously disclosed to the other party.

### **SECTION E: EXPEDITED ARBITRATION**

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

### **SECTION F: POWERS OF THE ARBITRATOR**

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

1. The arbitrator shall have no power to alter, add to, subtract from, or modify the terms of this Agreement between the SPS and the SEA or the rules, regulations, policies or resolutions of the SPS.
2. The arbitrator is empowered to include in his/her 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 administration.

### **SECTION H: SUPPLEMENTAL CONDITIONS**

1. All individuals who might possibly contribute to the acceptable adjustment of a grievance are urged to provide any relevant information they may have to the grievant and/or SPS administration, with full assurance that no reprisal will follow by reason of their involvement in the grievance.
2. All documents/communications/records dealing with the processing of grievances shall be filed separately from the grievant's personnel file.

## **ARTICLE X: GRIEVANCE PROVISIONS**

3. At each step of the procedure for adjusting grievances the grievant may request to be accompanied by a representative of the SEA, provided that any employee at any time may present his/her grievance to the appropriate SPS administrator and have the grievance adjusted without the intervention of the SEA, as long as the SEA has been given a reasonable opportunity to be present at any grievance adjustment hearing and to make its views known, and as long as that adjustment is not inconsistent with the terms of this Agreement, pursuant to RCW 41.59.090.
4. No known agent of an organization in competition with the SEA shall be allowed to process or monitor grievances unless the agent is the grievant or possesses relevant information which may contribute to adjustment of the grievance.
5. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
6. The Labor Relations Department may maintain a grievance file which holds documents relevant to the grievance.

## **ARTICLE XI: EVALUATION**

### **ARTICLE XI: EVALUATION**

The parties agree that during the 2004-2005 school year they will revise the current evaluation and professional growth documents and process. The SPS and SEA will have the opportunity to ratify the proposed changes prior to their implementation.

The following parameters will guide the work of the task force:

1. The task force will be 12 people, 6 selected by SEA and 6 selected by SPS. Representatives from the bargaining team will be on this task force.
2. Some operating beliefs that will be reflected in the task force's work will be that schools are lifelong learning communities, that staff are willing and capable of professional growth, that data is one source of information to assist in reflecting on instructional content and style, that a safe environment is one where innovation, willingness to be open about need to improve, and where trying and learning from strategies that do not work is better than not risking.
3. Data generated while participating in the professional growth cycle is not used in the performance cycle.
4. The focus of the evaluation and professional growth system will be oriented toward the vast majority of staff who perform their jobs competently, caringly and continuously. The purpose of every evaluation is to help strengthen every employee in their practice.
5. The process for identifying needs for improvement, creating plans for improvement, and if necessary moving to probation will be designed to provide clarity of performance assessment, expectations for improvement and the support the individual will receive. These steps will be designed collaboratively if the individual seeks SEA assistance.
6. The professional standards will be reviewed and adapted to make them more useful in professional growth, collaborative goal setting, and the mentoring of staff. Further, the professional standards will be reconciled with the evaluation standards so that one document, one set of standards is used to provide benchmarks for growth and benchmarks for performance evaluation.
7. The task force will insure that the professional growth standards are aligned with the criteria that staff new to the profession must meet as part of the professional certification process.
8. While engaged in professional growth, goals may be in collaboration with colleagues and will be collaboratively set with the principal/supervisor. Appropriate joint training will be provided to support this form of goal setting.
9. Critical to both performance evaluation and goal setting is a clear understanding of both the usefulness and limitations of data. The task force will develop templates for considering multiple sources of student performance data including classroom based assessments, standardized tests, pre and post tests, attendance, discipline data, mobility, and completion (course or year) rates for students. The task force will identify and develop training on how to interpret data and relate it to instructional practice. Data will not be used as a bludgeon, nor will it be ignored.

## **ARTICLE XI: EVALUATION**

10. The task force will develop a timeline, budget and process for the successful implementation of their recommendations. How to bring employees and supervisors together to a common understanding of the beliefs and practices that support this change is a responsibility of the task force. The goal will be for all staff to have made a transition to the new model by the end of the Collective Bargaining Agreement. The task force will consider shortening the time before an employee is placed on the professional growth level. Once an employee is eligible for professional growth cycle remaining on either the short or long form performance evaluation will no longer be an option.
11. Before December the task force will consider modifying the timelines (for example having PGC's staggered throughout the year) and the evaluation process to eliminate the need for a summative evaluation for employees on the professional growth cycle, replacing it with the submission of a form that indicates the employee completed a year on the professional growth cycle. Agreement will be signed to modify the contract to go into effect the spring of 2005.

### **SECTION A: INTRODUCTION**

1. The SPS and SEA agree that outstanding performance should be recognized, that opportunities for continuous professional development should be provided to all staff members, and that resources should be effectively allocated to provide support for performance improvement.
2. The SPS and SEA agree that the highest goals for student achievement are met when teachers, educational staff, administrators, parents, students and the entire community understand and fulfill their shared responsibility for the educational success of all students. The SPS and SEA are jointly committed to pursuing this vision of shared responsibility on the part of all stakeholders.
3. The SPS and SEA agree that a meaningful and effective evaluation process is based on the principles of mutual respect, shared accountability, and continuous improvement. The SPS and SEA agree that these principles will be advanced by evaluations that are conducted in a manner that fosters open and candid communication, recognition of all factors that affect performance, and a mutual commitment to assist all employees to meet or exceed performance expectations.
4. The SPS and SEA agree that the evaluator and staff member should share a common understanding of performance goals and expectations, both on an individual level and in the context of school and SPS educational goals. Individual employees and their evaluators shall jointly set goals for professional development and establish performance expectations that are consistent with the individual school's Academic Achievement Plan, the SPS's educational philosophy, this Collective Bargaining Agreement, and State law.

### **SECTION B: GENERAL TERMS OF THE EVALUATION PROCESS**

1. Establishment of "Professional Growth Cycle" and "Performance Cycle":  

Enhancing the total learning environment and improving academic achievement for students are the paramount purposes to be served by the evaluation process. The evaluation process will best serve these purposes by focusing on the continuous professional growth and development of individual employees. To this end, two complementary cycles of professional development/ evaluation, "Performance" and "Professional Growth," have been established.

## ARTICLE XI: EVALUATION

2. Annual Evaluation:
  - a. As required by State law, all educational staff, regardless of the cycle in which they participate, will receive an evaluation annually no later than the last work day of May (see "Evaluation Form," Appendix I). For non-continuing, provisional and probationary employees the evaluator will complete the evaluation form no later than May 15.
  - b. All employees will be observed by their evaluators regardless of the evaluation cycle used. The evaluator will complete an Evaluation Form and provide a copy to the employee as well as a copy for the employee's personnel file. The employee may add his/her comments to the Evaluation Form.
  - c. Regardless of the evaluation system being used there is an expectation that principals/supervisors visit classrooms/worksites on a regular basis and provide feedback to employees.
3. Designation of evaluator:
  - a. Within each school building, the principal or his/her designated administrator will be responsible for completing an annual Evaluation Form for every employee whose major portion of assignment is in that building, according to the evaluation processes described in this article. However, employees assigned to a building from central administration will be evaluated by their supervisor, with input from the building principal.
  - b. An employee who serves equal time in two (2) buildings will receive only one evaluation. In these cases, the SPS will designate the evaluator by no later than November 15. The evaluation may include input from both principal(s)/program administrator(s), but the employee will receive only one annual evaluation. In cases where the assignment is consistent over a number of years, the designation of evaluator may alternate between buildings/programs on an annual basis.
  - c. An employee who is assigned to more than two buildings by central administration will be evaluated by his/her supervisor, with input from the building principals.
4. Evaluation information meetings:

No later than November 1, the supervisor will conduct an initial meeting or series of meetings with individual employees or groups of employees to discuss the evaluation process and Evaluative Criteria. The purpose of the meeting(s) will be to communicate performance goals and expectations and to identify resources and support needed to achieve these goals in the context of the school's Academic Achievement Plan. Supervisors and employees will make a good faith effort to meet with the employees who missed the initial evaluation information meeting(s). Supervisors will conduct evaluation information meetings with employees hired after October 15 within 40 days of their hire date.
5. Student Achievement as a factor in teacher performance evaluation.
  - a. The principal/program manager will meet with individual employees to set annual goals linked to the school's Academic Achievement Plan. This meeting will take place by November 15 of the school year for professional growth cycle or performance cycle employees.
  - b. During the goal setting process the principal/program manager and the certificated employee should review and discuss:

## ARTICLE XI: EVALUATION

- 1) The employee's reflections on previous strategies and outcomes and the plan for this year;
  - 2) The classroom evidence used to assess student progress (including student IEP's, special education assessments or data pertinent to support personnel duties);
  - 3) SPS, State and performance data used to set student achievement goals (i.e., WASL, ITBS, DWA, DRA);
  - 4) Classroom data used by the employee in previous years including SPS curriculum-based assessments;
  - 5) SPS, school and teacher trend data;
  - 6) Opportunities for professional development and use of resources available to the school;
  - 7) Strategies for positive coaching by peers, administrators and others.
- c. The principal/program manager and the employee will mutually agree to the manner in which growth in student achievement will be measured for purposes of employee evaluation. The certificated employee and principal/program manager will note mitigating circumstances during the goal setting session or at any time before May 15, and revise goals as appropriate. In cases where mutual agreement cannot be reached at the building level, the matter can be referred by either party to a joint SPS/SEA committee for resolution. The employee will not forfeit the right to use the grievance procedure when using this mediation process.
- d. Certificated employees will use a variety of assessment tools to monitor the achievement of students. These may include portfolios (collected classroom evidence like daily assignments, tests, major projects, writing samples, artwork, audio tapes); common indicators (tests) relative to State and SPS standards; special education IEP's and assessments; 504 plans; and data relative to support personnel duties.
- e. Evaluations of certificated employees will include the contractually mandated criteria as well as student achievement as required by the SPS/SEA Collective Bargaining Agreement. A certificated employee may receive an unsatisfactory evaluation if student achievement does not meet the level agreed upon in the goal setting process, and the employee's performance is deficient in at least two of the evaluative criteria. The following are to be considered when determining if goals have been met:
- 1) Progress toward standards established by the SPS and the State will be the criteria for determining satisfactory student achievement.
  - 2) Classroom evidence will be the primary source for demonstrating progress to the standards.



## ARTICLE XI: EVALUATION

### SECTION C: PERFORMANCE CYCLE

1. The Performance Cycle is a process established to ensure that every certificated employee is performing satisfactorily or better according to the Evaluation Criteria (see "Observation Report Form," Appendix J1 and J2) set forth in State law and this Agreement. The purpose is to ensure effective service to all students.
2. The Performance Cycle will be used for:
  - a. All beginning or experienced employees who are new to the SPS and have fewer than four consecutive years of satisfactory or better evaluations.
  - b. All employees with non-continuing or provisional contracts.
  - c. Any experienced employee returned to the Performance Cycle from the Professional Growth Cycle according to the procedure described in Article XI: Section D, Subsection 4.
  - d. Any experienced employee already using the Professional Growth Cycle who wishes to return to the Performance Cycle must inform their evaluator by October 1<sup>st</sup>.
3. Observations:
  - a. The evaluator will conduct two (2) observations of the employee's performance for a minimum total of sixty (60) minutes of observation. The evaluator will complete an Observation Report Form (Appendix J1 and J2) according to Section 4.b below.
  - b. The first observation will be no less than thirty (30) minutes and will occur before winter break for continuing contract employees and during the first 90 calendar days of employment for all non-continuing and provisional contract employees.
4. Pre- and post-observation conferences:
  - a. A pre-observation conference to discuss professional activities to be observed will be held prior to the first required observation and will be optional for any subsequent observations.
  - b. Within three (3) working days following the observation (or series of observations), the evaluator will schedule a post-observation conference with the employee. Within three (3) working days following the conference, the evaluator will provide the employee with a written report prepared on the Observation Report Form (Appendix J1 and J2).
  - c. The employee may respond to the observer regarding the Observation Report in writing within three (3) working days of receiving the report. Any response made by the employee will be attached to and filed with the Observation Report.
5. Extension of the Performance Cycle:

The Performance Cycle may be extended if an employee was:

  - a. placed on probation but his/her contract was renewed; or
  - b. returned to the Performance Cycle from the Professional Growth Cycle;
  - c. rated unsatisfactory on an annual evaluation; or

## ARTICLE XI: EVALUATION

- d. rated satisfactory overall, but performance in one or more of the Evaluation Criteria was cited as an area requiring significant improvement in the annual evaluation.

### SECTION D: PROFESSIONAL GROWTH CYCLE

1. The Professional Growth Cycle process encourages continuous professional growth through goal setting, development of a professional growth plan, and periodic review of progress. Both the evaluator and the employee will receive training in these skills to support the Professional Growth Cycle process.
  - a. The Professional Growth Cycle may be used for continuing contract employees who have obtained satisfactory performance evaluations for four consecutive years. At the discretion of the Human Resources Director, up to three consecutive years of satisfactory evaluations from another school district in the State of Washington or previous experience within the SPS as a non-continuing contract employee may be counted as a portion of the four required satisfactory or better evaluations. Eligible employees may choose to use the Professional Growth Cycle. It is not mandatory. All current Professional Growth Cycle employees who wish to return to the Performance Cycle must notify their evaluator by October 1.
  - b. Employees in the Professional Growth Cycle must make a good faith effort to achieve the goals established in the plan; however, there will be no consequences if an employee does not achieve the stated goals as long as their performance remains satisfactory based on the eight Evaluation Criteria.
2. Professional Growth Plan Development:
  - a. Prior to November 15 of the first year of the Professional Growth Cycle, the employee will assess his/her own professional development and consider specific goals to be included in the Professional Growth Plan. The employee will then design an initial Professional Growth Plan, including: statement of goals and/or areas of focus and how the goals support the Academic Achievement Plan; strategies for achieving the goals; means of gathering data and measuring growth toward goals; time lines for completion of plan components; and identification of resources needed to implement the plan. The employee may identify, obtain commitment(s), and make any necessary arrangements with others (e.g., supervisors, colleagues, curricular specialists, etc.) to assist with implementation of the plan.
  - b. No later than November 15 of the first year of the Professional Growth Cycle, the employee will arrange a conference with his/her evaluator to discuss the initial Professional Growth Plan. The evaluator will review the Professional Growth Plan designed by the employee, recommend areas of assistance to the employee, and discuss resources (if any) for implementation. The employee will then record and initial the final plan on the Professional Growth Plan Form, have the plan initialed by the evaluator, and provide a copy to the evaluator.
  - c. Prior to the end of each school year, the employee will review his/her Professional Growth Plan, gather data and/or evidence for growth measurement, assess progress, and make any appropriate revisions to the plan.

## ARTICLE XI: EVALUATION

- d. Prior to the end of the school year, the employee will arrange a conference with his/her evaluator to discuss the employee's review and assessment of the Professional Growth Plan. The evaluator will review the employee's growth measurements, the employee's assessment of his/her progress and revisions to the plan. The evaluator will also make recommendations that may be of assistance to the employee and discuss resources (if any) for continuous improvement. The employee will then record and initial the finalized information on the Professional Growth Plan Form, have the form initialed by the evaluator, and provide a copy to the evaluator.
  - e. One or more mid-year review conferences may be held by mutual agreement at the request of either the employee or the evaluator.
3. Annual Evaluation for the Professional Growth Cycle:
    - a. As required by State law, evaluators must conduct at least thirty (30) minutes of observation(s) of the employee in the course of the Professional Growth Cycle to ensure that all Evaluation Criteria are met as set forth in State law and this Agreement. Observation(s) of the employee may be conducted inside or outside of the classroom; the thirty (30) minutes need not be continuous; no post-observation conference is required, and no report is required. However, either the evaluator or the employee may request a conference or written report.
    - b. In accordance with State law, a copy of the Professional Growth Plan will not be retained in the employee's personnel file.
  4. Return to Performance Cycle:
    - a. An employee may be removed from the Professional Growth Cycle when the evaluator has reason to believe that the employee is not performing satisfactorily according to one or more of the Evaluation Criteria. In such cases, the evaluator will have attempted informal interventions through the goal setting process. At the time the evaluator notifies the employee in writing of the decision to move the employee to the Performance Cycle the evaluator will meet to collaboratively develop a plan of improvement designed to assist the employee in meeting standards. If at any time the evaluator determines the employee is again meeting standards he/she will notify the employee in writing of the employees return to the Professional Growth Cycle. The Education Director and the SEA will be notified of the intent to remove an employee from the Professional Growth Cycle. The decision to move an employee to the Performance Cycle is not grievable, but a meeting of the employee, his/her SEA representative, the supervisor and the Education Director may be called by the employee to discuss the reasons for the change.

## SECTION E: SUBSTITUTE TEACHER EVALUATION

1. All substitute teachers other than those with continuing contracts will be evaluated in accordance with the Guidelines for Evaluation of Substitute Teachers (Appendix L) and the Substitute Teacher Evaluation Form (Appendix M). However, substitutes assigned to a building and long-term substitutes may, upon mutual agreement with their principal/program manger or assigned administrator, be evaluated under Sections B, C, or D of this Article. In the absence of mutual agreement, long-term substitutes and substitutes assigned to buildings will be evaluated under the Guidelines for Evaluation of Substitutes.
2. Human Resources will maintain all individual evaluations of a substitute for the school year. These evaluations will become a part of the employee's permanent personnel file.

## **ARTICLE XI: EVALUATION**

3. The evaluator for a long-term substitute or a substitute assigned to a building will be designated according to provisions in Section B Subsection 3 of this Article ("Designation of Evaluator").
4. The Evaluation Review taking place in 2004-05 will consider the Evaluation process and forms for Substitute Educators.

### **SECTION F: PROBATION**

1. The Superintendent may, at any time after October 15, place an employee on probation if his/her performance is judged to be unsatisfactory based on the Evaluation Criteria and at least two (2) observations prior to winter break.
2. Prior to the Superintendent placing any employee on probation, the evaluator must complete an Evaluation Form (Appendix I) by no later than January 15. A copy of the Evaluation Form will be provided to the employee.
3. Any employee who is to be placed on probation will be notified in writing by the Superintendent no later than January 20. The notice will comply with RCW 28A.405.100. The SPS will provide a copy of the Superintendent's letter placing an employee on probation to the Executive Director of the SEA.
4. At the beginning of probation (on or before January 20), the employee will be provided with a draft of the specific and reasonable program for improvement pursuant to RCW 28A.405.100. The employee will meet with the principal/supervisor within five (5) working days following the receipt of the draft plan for the purpose of discussing and finalizing the draft plan. The supervisor will provide the employee with the final plan within five (5) working days after that meeting.
5. Probation will end no later than May 1.
6. During probation the evaluator will meet with the employee at least twice per month to supervise and make written evaluations of the employee's performance, including progress made, if any.
7. Upon recommendation of the evaluator, the SPS's Human Resources Executive Director may remove the employee from probationary status at any time before May 1 if satisfactory performance improvement has been observed and documented.
8. Non-renewal of any employee will be accomplished in accordance with the procedures established by applicable law.

### **SECTION G: GRIEVANCES**

1. Procedural Disputes:
  - a. Disputes concerning exclusively a departure by the SPS from the procedural requirements of this Article XI (Evaluation) will be subject to Article X (Grievance Provisions).
  - b. An arbitrator will have the authority to direct appropriate remedies in cases properly subject to arbitration.
2. Non Procedural Disputes:

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- a. All other disputes (including findings made and conclusions reached by the building principal/program manager or supervisor) will not be subject to the grievance provisions in Article X, except that employees with performance judged to be satisfactory on the annual performance evaluation form (Appendix I) may use the grievance provisions of Article X through Step 2 for the purpose of obtaining a review of the findings made and conclusions reached.
  - b. Any employee who remains dissatisfied with the results of this review will have the right to remove the annual performance evaluation form (Appendix I) from his/her personnel file after a period of four (4) years from the date of the Step 2 grievance response.
3. In cases of notice of probable cause for discharge, adverse change in contract status, or non-renewal of contract, any pending grievance under Article X will be discontinued and the grievant may pursue the statutory review procedures. An arbitrator will have the authority to direct appropriate remedies in cases properly subject.

## **ARTICLE XII: LAYOFF AND RECALL**

## **ARTICLE XII: LAYOFF AND RECALL**

### **SECTION A: CONDITIONS NECESSARY FOR LAYOFF**

1. The SPS has the legal responsibility to establish the educational programs, services and staff in accordance with the SPS's basic educational goals and program continuity consistent with the financial resources available. The SPS has the authority to make necessary adjustments in the SPS's staff to be consistent with financial resources available and the programs and services which it determines to provide, subject to the provisions of this Agreement.
2. Adverse developments which can necessitate layoffs include:
  - a. Failure of a special levy election;
  - b. Large insufficiencies in State funding; or,
  - c. Large reductions in categorical funds or projects.
3. In such cases where large-scale layoffs are necessary, the SPS shall minimize the number of employees to be laid off by reducing cash reserves in a prudent manner to replace depleted revenues and by reducing expenditures in a prudent manner in areas of capital outlay, travel, contractual services, books and supplies. The SPS may reduce the levels of employees as necessary to remain within reasonably secure revenues for the following fiscal year, but in so doing, shall give priority to those programs and services which relate to instruction and welfare of the students.
4. In the event of layoffs determined for other reasons such as declining enrollment, changes in programs and priorities within and among programs, adoptions of a different manner of providing services, and non-large funding losses and insufficiencies, the SPS shall provide the SEA with a listing which includes the names, teaching categories, and seniority of all employees to be laid off prior to the employees' receipt of layoff notification. Except in unusual circumstances, the notice shall be provided at least twenty-four (24) hours prior to the employees' receipt of lay-off notices. The SPS and the SEA will immediately meet to review the changes.
5. The performance ratings (evaluation) of employees shall not be a factor in determining the order of layoff under this Section.
6. Vacancies created by retirements, resignations, leaves and discharges will be taken into consideration in determining the number of available certificated positions prior to the following school year.
7. The SPS will provide the SEA with a master copy of the Bargaining Unit seniority list and two (2) copies of the building seniority list given each principal/program manager prior to the beginning of the staff adjustment process.

### **SECTION B: SENIORITY**

1. Seniority is the length of regular contract service an employee has with the SPS and includes length of service transferred from other Washington public schools.
  - a. Service from another Washington public school will be calculated on the same basis that is used to calculate service for those who have served in Seattle only.
  - b. A year of service is earned by fulfilling the number of days specified in the Contract.

## ARTICLE XII: LAYOFF AND RECALL

- c. Seniority for any employees who are contracted following the beginning of the school year will be computed by dividing the number of days worked by the number of days specified in the Contract. For purposes of computing seniority, a day consists of working one-half (.5) day or more. For employees working less than one-half (.5) day, seniority will be computed on the basis of full-time equivalency.
- d. A day of seniority is based upon a day for which pay is received. Therefore, the following are excluded:
  - 1) Absences for other causes; and,
  - 2) All unpaid leaves except Military Leave which interrupt an employee's service.
2. Seniority includes Washington school district service prior to resignation or leave and excludes substitute service.
3. It is the intention of the parties that this Article be consistent with the SPS Affirmative Action efforts in hiring.
4. Employment Categories: The following employment categories are established to ensure the qualifications of employees assigned to retained positions:
  - a. Kindergarten teachers
  - b. Elementary teachers (Grades 1-3)
  - c. Elementary teachers (Grades 4-6)
  - d. Middle School and High School by subject matter area or department. A subject matter area or department is a category defined but not limited to one (1) of the following: Art, Business Education, Foreign Language, Home Economics, Industrial Arts, Language Arts, Mathematics, Music, Physical Education, Science and Social Studies. Each subject matter area or department represents a category and the specific subject a teacher is qualified to teach must be listed under each subject matter area or department.
  - e. Middle School Generalist
  - f. Support service certificated specialists, such as one (1) or more of the following: counselors, librarians, physical education specialists, school psychologists, social workers, traffic education, work experience, speech language pathologist, music specialists, reading specialists, nurses.
  - g. Special Categories: A category specifically identified by the SPS which is unique or essential to maintaining at least a minimum school program or function. Examples of programs under this category are Bilingual Education, Special Education, occupational therapists, and physical therapists.
  - h. Each employee shall select categories for which he/she is qualified, in preference order. Categories granted prior to 09/01/82 shall continue so long as the qualifying criteria in existence prior to that date are met. Any new categories or changes in categories subsequent to 09/01/82 must meet the following criteria:
    - 1) A major in that category; or,
    - 2) A minor in that category within the last six (6) years; or,

## **ARTICLE XII: LAYOFF AND RECALL**

- 3) One (1) year of experience (minimum .8 FTE) in the chosen category within the last six (6) years or two (2) or more years experience (minimum .4 FTE) within the last six (6) years to accumulate to a minimum of .8 FTE.
- 4) Any category lost because of the expiration of the six (6) year time limit may be updated and regained for an additional six (6) years by completion of three (3) college credit hours or equivalent SPS-approved in-service.
- 5) Seniority credit for purposes of displacement, transfer and layoff and recall when transferring from classified unit to certificated unit:

Upon the completion of the first year of certificated service, the employee will be credited with seniority equal to their years of accrued SPS classified seniority.

- 6) Seniority credit for non-supervisory certificated employees hired after September 1, 1991, will include credit for certificated substitute service in the Washington State public school districts, subject to the following provisions:
  - a) Only Washington State public school district certificated substitute service will be recognized.
  - b) Seniority credit for substitute service will be computed on the basis of total full-time equivalent certificated substitute days, divided by 180 days.

### **SECTION C: DISPLACEMENT AND LAYOFF GUIDELINES**

Guidelines for displacement and layoff shall be as follows:

1. Displacement of staff from buildings, layoff, and recall shall be by seniority, within categories, subject matter areas, or departments.
2. Employees are designated "displaced" if they are involuntarily removed from a building because the number of staff with continuing contracts in that category at the building exceeds the building's requirements for the following year but the number of staff the SPS will require in that category the following year is sufficient to warrant retention of the employee in a "displaced pool" eligible to seek vacant positions under the terms of Article VIII, Staffing. Displaced employees retain the rights and protections described in Article VIII, Staffing. Seniority within categories determines whether an employee is "displaced" or "laid off".
3. Employees are designated "laid off" if they are involuntarily removed from a building because the number of staff with continuing contracts in that category in the SPS exceeds the SPS's requirements in that category for the following year and the employee does not have sufficient seniority to be retained in the "displacement pool".
4. The SPS shall comply with Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Amendment, and Section 504 of the Rehabilitation Act when implementing layoffs.

### **SECTION D: CERTIFICATED EMPLOYEE LAYOFFS**

Retentions and layoffs shall be determined as follows:

1. Certification: Possession of any valid Washington State certification which may be required for the position(s) under consideration shall be a requisite for retention.



## **ARTICLE XII: LAYOFF AND RECALL**

2. Selection Within Employment Categories: Certificated employees shall be considered for retention in available positions within the categories or specialties which they have designated as preferences in accordance with Article XII,B,4 of this Agreement.
3. Length of service of certificated employees shall be the basis for retention within the employment categories.
4. Employees who do not meet the seniority requirement for the first preference listed will be considered, on a seniority basis, for their other listed preferences.

### **SECTION E: RECALL FROM LAYOFF: PROVISIONS FOR REEMPLOYMENT OF LAID OFF EMPLOYEES**

1. All employees laid off as a result of program or staff adjustments will be placed in an employment pool from which they will have priority for reemployment.
2. The SPS shall maintain a roster of certificated employees who were laid off from positions. Persons on the list will be ranked in order of seniority within categories. The SPS shall make every reasonable effort to recall laid off employees to employment at the earliest possible date after determination that an appropriate vacancy exists.
3. If a position becomes vacant and if no qualified internal candidate accepts the position (see Article VIII, Staffing), the most senior person holding that category is recalled. Internal candidates include anyone eligible to participate in internal open hiring (as described in Article VIII). The exceptions are that:
  - a. To the extent that the employee's immediately previous assignment is available, the employee shall automatically be placed in his/her immediately previous assignment.
  - b. The employee shall have the right to return to his/her immediately previous work location whenever a position is available, but no later than the second week of school.
4. Recall shall be determined as follows:
  - a. Certification: Possession of any valid Washington State Certification which may be required for the position(s) under consideration shall be a requisite for reemployment.
  - b. Each individual shall be considered for reemployment in any of the categories the employee indicated as preferences.
  - c. Reemployment will be made on a seniority basis, within categories.
  - d. The employee shall have the right to refuse the first and second offer of employment. Refusing the third offer shall result in the individual's name being placed on the bottom of the rehire list.
  - e. Employees reemployed to a position in a 30% or more ethnic minority populated school shall have training and/or experience with multi-ethnic or multi-cultural situations. If such employees are not available within the pool and no person will or can take the training and/or experience prior to the opening of school, other persons will be selected with consideration of appropriate in-service training and/or orientation.
5. It shall be the responsibility of each individual placed in the re-employment pool to notify Human Resources in writing between June 1 and June 30 if the individual wishes to remain in the re-

## **ARTICLE XII: LAYOFF AND RECALL**

employment pool for the second year. If the notification is not received, the name of the individual(s) shall be dropped from the employment pool.

6. Individuals not re-employed before the start of the fall school term, upon application, shall be placed on the substitute teacher roster. Laid off employees may renew annually their position within the substitute teacher roster.
7. It is recognized that certificated employees of the SPS holding administrative or supervisory positions and not included in the bargaining unit covered by this Agreement may be eligible, under applicable Board policy and administrative procedures, for retention in one or more of the employment categories.
8. Any laid off individual shall, upon re-employment, retain full seniority rights and all other rights as though his/her employment relationship with the SPS had not been broken.

### **SECTION F: EMPLOYMENT NOTIFICATION**

1. All laid off employees shall be responsible for notifying Human Resources of a telephone number through which they can be reached.
2. Any laid off employee may assign his/her power of attorney to the SEA who will thereby be authorized to accept or reject an assignment on the employee's behalf.
3. Laid off employees will be contacted by telephone to be offered re-employment and shall respond within twenty-four (24) hours following receipt of the offer.
4. Employees may authorize Human Resources to accept or reject an assignment on their behalf.

### **SECTION G: RECALL FROM LAYOFF AND SENIORITY**

1. All employees recalled from layoff shall receive full seniority credit retroactive to the first date of the semester if recalled prior to October 31.
2. The recall period for laid-off employees shall be renewable on an annual basis by the former employee for a two (2) year length of time.

ARTICLE XIII: NO-STRIKE CLAUSE

**ARTICLE XIII: NO-STRIKE CLAUSE**

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

# **APPENDIXES**