

Staffing Tips:

Displacement of Certificated Staff: Per our Collective Bargaining Agreement (CBA), displacement is by District seniority within the affected category at your school. If a school/program loses a position, it is not necessarily the person who holds that position who must leave. It is the least senior person by category. Staff may also volunteer to be displaced, in lieu of someone else.

Displaced staff do not lose their jobs with the District; they are guaranteed a position if they have a contract for next year. However, they must apply for other positions. If they do not find one, the District's Human Resources will assist them in Phase II, beginning in August. (See Article VIII pp.75-76 of the Certificated CBA. The CBA is also at www.seattlewea.org)

Certificated Reduction of FTE or Displacement: To retain full -time employment with the District displacement must be a .5 FTE or a full 1.0 FTE displacement. If you accept a reduction to a .6, .7, .8 or .9 FTE you are accepting a reduction in your continuing contract FTE. As of the 2005-06 school year employees with less than a 1.0 FTE will not receive full-time benefits.

Certificated Seniority: This is your length of service (at .5 or more) as a Cert in Seattle and any other public schools in Washington. Employees who go from Classified to Certificated are credited with seniority for displacement and lay-off / recall purposes equal to their years of work accrued in SPS classified seniority. There is no such thing as school seniority.

Certificated Layoffs. If Cert layoffs occur, written layoff notices must be given to certificated employees by May 15. Layoff and recall is by **District-wide** seniority by category. There will be a joint SEA/SSD meeting for employees who are laid off.

Displacement of Classified staff occurs by job title and seniority in a building. A classified employee who has their hours, or work year, or pay grade reduced has the right to return to a comparable position for 2 years, if the request is made to Human Resources in writing. You can accept a displacement rather than take a reduction of hours.

Classified Seniority: This is your years of service in any capacity in the District. A year of service is granted if you are compensated for at least 1584 hours, so part timers earn less seniority each year.

Classified Staffing: The staffing language allows retained staff to apply for vacant positions with the same verified job title, work year and FTE without giving up their current position.

Classified Layoffs: If there are any layoffs, it is in District-wide seniority order within job title. Typically, most employees are recalled in the Fall. There will be a joint SEA/SSD meeting for employees who are laid off.

Use of Tutors: Tutors may not be hired to replace or supplant any paraprofessionals or any other employees. Tutors are assigned to students, not teachers, and may work with up to 3 children at once. They may not be assigned non-instructional duties such as playground, bus, lunch, copying, planning, etc. They can tutor only. These protections are in place in order to prevent the District from using tutors (who are part time and low paid) instead of career paraprofessionals. Similar protections prevent teachers from being replaced by paraprofessionals, etc. (SEA-SSD Memorandum of Understanding on Hourly Tutors)

Right to Return: Displaced Certificated employees have the right to return to their former location if a position becomes available within two years. **Tip:** Put in writing to your Human Resources Team (published on the SPS website) your request to return, so it doesn't fall through the cracks. To maintain your right for the **second** year, you **must** put it in writing to Human Resources by Feb 1.

Quitting or Retiring? **NOW** is the time to let your Principal and Human Resources know. Though you are not required to provide this notice, it is the professional courtesy, if you know at this time that you are not returning. By notifying Administration early you will prevent your colleagues District-wide from unnecessarily being displaced or laid off. You will save them from applying for other jobs and many headaches and heartache.

Non-Continuing Contract Conversions for the Next Year: New Certificated staff with non-continuing (1 year) contracts must get a recommendation regarding conversion from their Principal. The recommendation to Human Resources is either to give you a contract next year, or not. It must be based on sufficient observations, using the evaluation criteria, and be objective. You are given a copy to sign. If you haven't heard anything yet, ask your Principal now.

Who gets what position/schedule at school? Only after the school has made a **collaborative decision** as to what programs and classes will be offered (the Plan), and a determination is made by seniority as to who (if anyone) will be displaced, the question of who gets what positions/schedules can be addressed. The Certificated CBA states, "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.**

At a minimum, "staff participation" means that if there are openings, the entire staff should have an opportunity to apply. There should be a known process for "applying" and a dialog between the Principal and **all affected staff** (not the whole staff). For example, if there is a second grade opening, anyone in the school should be able to "apply". The Principal should talk with them before making his/her decision. Particularly in a secondary school, the affected staff must know the preliminary schedule in order to intelligently discuss their possible assignment. No one should be moved from his/her existing position/schedule without authentic dialog. Finally, the Principal's decision cannot be arbitrary, capricious, or retaliatory. It must be based on reason and consistent with the Academic Achievement or Transformation Plan. Seniority is not a factor, unless the principal wishes to use it as a factor. This applies to Classified and Certificated staff.

Decision Making: Article II of all 3 Agreements describes the collaborative decision-making process, which is led by Building Leadership Teams. Each school is to have a written document describing the process, developed by the BLT that is acceptable to the staff.