

FULL
CONTRACT
DOCUMENTS
2018-2019



Compensation

1. Duration: one year; CBA expires August 31, 2019
2. A 10.5% across the board raise for all SAEOPs, Paraprofessionals, and substitutes.
3. A 10.5% total increase in compensation on the certificated salary scale, distributed as evenly as possible. Each cell is comprised of:
 - Base Pay
 - Contract days
 - Responsibility Pay
 - Tech Pay (4 days) (see stipend form)
4. Stipends and flat rates held constant at 17-18 level

Personal and Parental Leave

Article VI.

11. Adoption Leave. Maintain and clarify current contract language to reflect practice including placement of adopted child.

New addition:

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

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

13. Convert two sick leave days to personal days effective 19-20 school year.

14. Add state law language on parental leave

Classified Professional Development

1. SEA and SPS will convene a committee on paid time in 2018-19 to design mentorship and onboarding programs for SAEOPs and Paraprofessionals beginning in the 2019-20 school year. At least \$50,000 will be committed to program implementation for the 2018-19 and '19-20 school year.
2. The Substitute, SAEOP and Paraprofessional Advisory Committee of the SEA Professional Development Steering Committee, or appropriate other subcommittees, will convene on paid time in 2018-19 in order to re-evaluate and redesign professional development offerings as warranted to meet identified needs, including supporting staff in meeting the new paraeducator requirements and supporting SAEOP members in obtaining PSP certificates.
 1. Increase compensation for SAEOP Professional Certificates from \$40 per month to \$55 per month.
 2. Add \$40,000 to current funds used to incentivize professional development among paraprofessionals. SEA and SPS will jointly determine how to utilize these funds in alignment with any professional development redesign agreed to by the parties.
3. Upon request and if funds and personnel are available, newly hired SAEOPs may be provided with a job alike mentor from among retired SAEOPs.

Racial Equity

General

- A. Racial Equity Teams (not “equity” teams)
- B. Change all references of Race & Equity to "Racial Equity"
- C. Contract language regarding “Level 1 schools and stipend allocation” shall be removed (it is outdated and doesn’t apply)
- D. The “Race Equity Analysis Tool” will be examined for revisions and updates.
- E. Continue and expand training on Board Policy 0030.
- F. Partnership Committee: explore ways/review current efforts to provide mentors of color to new educators of color who would like one
- G. Ongoing implicit bias training for all educators district wide, including JSCEE staff

BLT/RET

- A. SEA and SPS will review the racial equity analysis tool and modify as appropriate for BLTs and PLTs to use in development of their CSIPs, Budget and PD plans
- B. The BLT/PLT will use the Racial Equity analysis tool when developing the proposed CSIP, Budget and Professional Development plan.
- C. Building PD plans will be expected to reflect Racial Equity commitments, as evidenced Continuous School Improvement Plans.
- D. RET, in collaboration with the BLT/PLT, will facilitate a review of the CSIP as it pertains to EOG goals
- E. Where there is a RET, at least one member shall serve on the BLT/PLT
 - a. *Building RETs determine whether election by RET members or appointment by RET members is more appropriate based on the standard practice with other teams at their school*

Racial Equity Teams

- A. At least 10 more RET per year.
- B. Partnership Committee must have representation from the SEA CRE and SPS DREA, as appointed by SEA CRE and DREA, respectively
- C. Continue with 5 Saturday Institutes for new teams and 2 gatherings with all RETs (cohort 1-4+)
- D. SEA CRE designs Saturday trainings for Racial Equity Teams in collaboration with DREA
- E. Partnership committee continue, guided by recommendation from CRE and DREA, to approve the yearly payment of the RET stipend based on requirements of racial equity teams being met
- F. RET led by an educator or co-led by educator and admin

SECTION K: SCHOOL COUNSELORS AND SCHOOL SOCIAL WORKERS

1. ~~Pursuant to rules established by the State Board of Education, a~~ All school counselors employed by the Seattle Public Schools shall hold a valid Educational Staff Associate (ESA) Counseling Certificate. The District will implement a counseling program as established in . The purpose and role of the school counselor is to plan, organize, and deliver a comprehensive school guidance and counseling program that personalizes education and supports, promotes, and enhances the academic, personal, social, and career development of all students, based on the national standards for school counseling programs of the American School Counselor Association. Counselors will not be required to be the test coordinator at their school. As outlined in Article IX, Section A. 4, Counselors will not have any more duties assigned before the student day, during lunch time, or after the student day, than other certificated staff in the building.
2. (Reference RCW XXX for School Social Worker)
3. Each school Counselor or school Social Worker shall be accountable to the principal/program manager of the building to which he/she is assigned.
4. Each secondary school shall be allotted five (5) days for each full-time equivalent school Counselor or school Social Worker at per diem pay. These days shall be assigned to the building school Counselors and school Social Workers by the building Principal/Program Manager after discussion with the counseling staff.
5. Each secondary school Counselor or school Social Worker will have five (5) additional days at per diem pay a year for working on scheduling, registration, and other counseling activities.
6. Except in unusual circumstances there shall be no more than one (1) part-time school Counselor or school Social Worker in any one (1) secondary building. Part-time secondary school Counselors and school Social Workers shall retain their preparation periods.
7. Secondary school Counselors ~~are assigned on a ratio of approximately 400:1. will be allocated at a ratio of 375:1. Allocations will be based on AAFTE and rounded to the nearest .2 FTE.~~
8. Middle School and Elementary School Counselors and school Social Workers shall hold either a valid Educational Staff Associate (ESA) Counseling or School Social Workers Certificate. Whenever feasible, Elementary School Counselors and school Social Workers shall be assigned to one (1) building.

9. School Counselors and school Social Workers may attend professional meetings and conferences during school hours as recommended by and approved by the appropriate building Principal/Program Manager.
10. 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 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 additional FTE per year will be added on top of the weighted staffing standards. The SEA and SPS agree to reopen negotiations if the ratio of District allocation nurses equals 1:1000.
3. 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. Loss of time at sites will be commensurate with the percentage of time assigned to the schools.
4. 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.
5. 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.
6. When substitute nurses are employed, they shall be paid at the same rate as the substitute.
7. Nurses shall be freed from responsibility to building professional development activities on workdays prior to students' arrival, although they may elect to participate.
8. A pool of five days per nursing site will be shared among nurses as determined by the PLT. In addition nurses will receive three (3) days compensation at per diem per site prior to the beginning of school. These days will be used by the nurses to fulfill their responsibilities in developing and implementing health plans for students with illnesses, immunization compliance, health room setup, and other beginning-of-school-year activities. Days will be paid at per diem and will not be pro-rated by FTE. Instead, on a per school basis, nurses will be permitted to work three full days before the start of school, based on the standard working day outlined in Article IX, Section A of the CBA.
9. 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.)
10. The District will make provisions to collect medications for disposal from nurses.
11. Upon request of a nurse or the department, a cell phone will be provided to a nurse for the purpose of monitoring and managing student health needs.

MOU: SPS will add an additional 5 nurse FTE in 2018-19, for a total of 47.6 FTE, not including 504, Level B, etc.

ESA Placement

MOU

The Human Resources Department evaluates the verified work experience and education for each staff member hired into Educational S A clinical positions, such as nurses, OT/PTs, SLPS and psychologist. The District has been crediting these staff members for their private sector and non-K-12 experience once verified for placement on the District's certificated non-supervisory salary schedule.

The attached form outlines the process for verification.

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENTS

Need to Change Language in CERT, PARA and SAEOP CBA.

SECTION A: PURPOSE

1. This Agreement is entered into this 1st day of September, **2018**, 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; 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; audiologist; 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. **The rights and privileges afforded the Association as specifically enumerated in this Agreement shall not be granted to any competing labor organization or any organization seeking to represent or otherwise communicate with employees represented by the Association.**
5. 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.
 - 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. Yearly, 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.
 6. SEA and SPS agree to review annually all newly or recently created non-represented non-supervisory positions and discuss whether those positions share a community of interest with other SEA represented positions and should therefore be placed in the appropriate bargaining unit represented by SEA. Positions previously reviewed by PERC are excluded unless they have been subject to changed circumstances. Either party reserves the right to submit to areas of disagreement to PERC.

SECTION C: DURATION

1. The term of this Agreement shall be effective **September 1, 2018 through August 31, 20??**, 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.
4. Unless mutually agreed otherwise in writing, should either party desire to change, modify or terminate this Agreement after its expiration date of ~~August 31, 2018~~, 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 2018. 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 ~~2015-2018~~" shall be printed by the SEA after the Agreement has been ratified and signed, and shall be distributed by the SEA to all certificated non-supervisory employees represented by the SEA or they may choose to post the Agreement online and send a link to each of their members.
 - a. The SPS shall post the Agreement on the District website and provide the link to all newly employed certificated non-supervisory employees.
 - b. The SPS and the SEA will mutually agree to any proposed format changes to the Agreement prior to posting it online.
 - c. There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the SPS and one by the SEA.
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 to negotiate all calendars during the negotiation process. The parties agree that on or about October 1 but before December 1 of the final year of the agreement, they will commence negotiations regarding the school calendars for the subsequent school year. The parties also agree that the tentatively agreed upon calendars resulting from these negotiations are to be ready for presentation and recommended adoption to the School Board and SEA membership by no later than January 31.

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

- a. First day of school. The first Wednesday in September.
- b. State In-Service Day. As recognized by the State (typically the second Friday in October).

- c. Winter Break. At least ten weekdays, ending after New Year's Day. If New Year's Day falls or is observed on a Monday, students will return to school on the next day (Tuesday).
- d. Mid-Winter Break. President's Day and the following four workdays.
- e. Spring Break. Five days starting the second Monday in April.
- f. Snow Make-Up Days. At least three snow days shall be scheduled, including the day between semesters, and the first two days following the last day of school in June. Additional snow make-up days may be added in June as necessary.
- g. Holidays. Labor Day (when school begins before this day in September), Veteran's Day (November), Thanksgiving Day (November), the day after Thanksgiving (November), Martin Luther King Jr. Day (January), President's Day (February), and Memorial Day (May).
- h. TRI Days. The four days immediately preceding the start of school, except for the Friday before Labor Day.
- i. November. Three consecutive days for conferences immediately preceding Thanksgiving Day.

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

SECTION G: 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 thirty (30) days ~~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, by notification in writing to WEA by the employee. SEA will notify SPS Payroll Services that a member has revoked their membership.~~ The Association's "authorization of payroll deduction" form shall clearly state that it shall be understood by the employee signing the authorization that continuation of dues and/or fees deductions and maintenance of membership are binding conditions for authorizing payroll deduction, and that exceptions during the year will be based on hardship or emergency and shall be adjudicated by the Association. The Association 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.

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

3. The deduction of membership dues and/or fees shall be made monthly 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 SEA members may authorize payroll deduction for the Washington Education Association – Political Action Committee (WEA-PAC). The rules for SEA membership dues outlined in this section shall also apply to WEA-PAC payroll deductions.

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

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

7. These provisions shall be applied without cost to the employee or Association

8. 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. (*MOVE). 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. 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.
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, gender expression or identity, marital status, age, disability, use of a trained guide dog or service animal, veteran or military status 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.

Each month, the SPS shall furnish SEA with the name, work location, and contact information for all newly hired staff within that month, in addition to Article 1, Section H, 6.
- 7.
8. SEA will have one continuous hour of presentation time at New Hire Orientation.
 - a. 30 minutes is dedicated to SEA to be used at their discretion, then,
 - b. 30 minutes will be used for partnership work between SEA and SPS. This could include, but is not limited to, Peer Assistance and Review, Racial Equity Teams, Building Leadership Teams, Professional Development, PGES, and TPEP.
 - c. The Association will be placed on the agenda for any District orientation programs scheduled for newly hired employees. SEA may place Association information and forms in all new-hire District packets.

SECTION D: TIME, RESPONSIBILITY AND INCENTIVE

7. All new to profession (provisional 1) certificated employees will receive an additional ~~three~~ (3) four (4) compensated mandatory days for new employee induction.

8. All provisional teachers (P2 and P3), beginning in 2019-2020, are eligible for 32 hours of continuing foundational course work.

9. ~~8.~~-Hold Harmless for Both Parties: In the event the SPS's maintenance and operations levy does not pass (double levy failure), the provisions for the TRI Supplemental Responsibility contracts shall be null and void for the following school year and thereafter (until and unless the maintenance and operation levy passes) provided (a) the SPS and SEA meet and negotiate regarding continuance of any of these responsibilities, additional time and compensation and (b) if agreement is not reached by the parties in a timely manner, the SPS shall have no obligation to continue the responsibility stipend but will have a responsibility to work with SEA regarding which additional responsibilities will no longer be required or will be modified to a reasonable level because of the loss of the responsibility stipend.

SECTION E: SUPPLEMENTAL CONTRACTS FOR STIPENDED ASSIGNMENTS

1. As professional staff members, all certificated non-supervisory employees who work in schools perform certain duties that contribute to the activity program, to the guidance program, and to the good climate and efficient operation of the school as well as their assignment duties. Compensation for those duties is paid according to Certificated Non-Supervisory Employees Salary Schedule and through TRI compensation. Some special and supplemental assignments make heavy time demands beyond the school day or call for unusual diligence, effort, responsibility, or skill. The special or supplemental assignments are made on a yearly basis in accordance with RCW 28A.405.240 through Supplemental Contracts and are paid according to the Compensation Schedule for Supplemental Assignments.
2. Duties which are compensated on the Compensation Schedule for Special and Supplemental Assignments involve one or more of the following criteria:
 - a. Special skills, responsibility, effort, or diligence;
 - b. Extra days of duty served beyond the contract year;
 - c. Extra duties regularly extending substantially beyond the work day as defined in Article IX, A of this Agreement; and,
 - d. Responsibility for leadership of other adult professional employees.
3. The special and supplemental assignments vary in terms of required time, effort, and skill for their execution. Relevant factors to determine the amount of the compensation on the Schedule are as follows
 - a. Professional training and experience required;
 - 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 working with the employee in his/her leadership role.
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 extracurricular and special assignments at the building level. With the exception of the Level 1 School Teacher Stipend, 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 CSIP where appropriate; or,
 - 5) The opportunity to provide leadership experience and/or professional growth for other qualified employees in the building/program.
 - c. 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 **employee, not reappointed,** 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.
 - 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. Career Ladder Positions~~

- ~~A. Teachers who apply for the following positions must have a summative evaluation rating of Distinguished and a most recent state student growth impact rating that is "average" or higher; or have a summative evaluation rating of Proficient and state student growth impact rating of "high."~~

- ~~1. Demonstration Teacher~~
- ~~2. Mentor Teacher~~
- ~~3. Master Teacher~~
- ~~4. Content Demonstration Teacher~~
- ~~5. STAR Mentor Teacher~~
- ~~6. Evaluation Support Consulting Teacher~~
- ~~7. Academic Coach~~
- ~~8. Consulting Teacher~~
- ~~9. Curriculum Specialist~~

10. Special Education Program Specialist

- ~~b. Building-based Career Ladder positions include Demonstration Teachers, Mentor Teachers and Master Teachers, and Content Demonstration Teachers. Starting 2016-17, Demonstration and Mentor Teachers will be renamed Building Level Career Ladder Teachers and the job descriptions will be blended. Current Demonstration, Mentor and Master Teachers will continue in their two year appointments under the new job description. All schools and programs will be eligible for career ladder positions.~~

~~1. To be considered for Career Ladder positions, an employee, in addition to meeting position-specific criteria, must:~~

- ~~i. Have a summative evaluation rating of Distinguished and a state student growth impact rating that is “average” or higher; or have a summative evaluation rating of Proficient and state student growth impact rating of “high”.~~
- ~~ii. Agree to have his/her student growth and academic goals reviewed more closely.~~
- ~~iii. Show that he/she achieved high student growth over two years.~~
- ~~iv. Show that he/she achieved goals developed under TPEP guidelines.~~
- ~~v. Have prior experience as a Demonstration or Mentor Teacher to apply for a Master Teacher position.~~
- ~~vi. In the case of positions at a high needs school, have taught at least two years in a school defined as high needs when the employee taught there.~~

~~2. Eligible candidates will apply for positions within their building using the Site-Based Process. The principal will make the final offer. Content Demonstration Teachers will be hired at the District level.~~

~~3. In the event that a school has no qualified candidates, and there is an open certificated position, the school may advertise the Career Ladder position to all eligible candidates within SPS.~~

~~4. Positions will be two year appointments and an employee may re-apply.~~

~~5. Each school will be allotted ten (10) substitute days for the year. For schools who have a Career Ladder Master Teacher, an additional four (4) substitute days will be allotted and used to support the Career Ladder Program goals of an individual school.~~

~~6. Content Demonstration Teachers will have eight (8) substitute days allotted each year.~~

~~e. District-based Career Ladder Positions~~

~~Curriculum Specialists, Special Education Program, Specialists, Academic Coaches, and Consulting Teachers will be four (4) year positions and an employee may reapply. In order to reapply, an employee must be overall Proficient and be Distinguished in at least one domain on his or her most recent summative evaluation. Evaluation Support and Consulting Teachers (ESCTs) do not need to reapply for their positions. An employee selected by SEA will be part of the hiring teams for all District-based Career Ladder positions.~~

8 Career Ladder Program

1. Beginning in 2018-2019, the Career Ladder Program will become part of the larger Professional Growth & Educator Support system. The program is intended to explicitly recognize importance of teacher leadership in building instructional capacity at the school and district level and promoting teacher professional growth along a continuum of practice.

:

A. Eligibility and Hiring - School Based Career Ladder Positions

- 1) Career Ladder Positions are stipend roles that entail additional duties beyond a certificated contract.

Career Ladder Positions

- a) Career Ladder Teacher (Elementary and Secondary)
- b) Career Ladder Therapist, Counselor, Psychologist, or Nurse (ESAs)
- c) Content Demonstration Teacher (hired at district-level)
- d) Master Teacher – no new Master CLT positions will be hired after the 2018-2019 school year. All current Master Teachers may complete their two year term.

2)

- 3) Teachers who apply for the following Career Ladder positions must have an evaluation rating of proficient or higher in all eight TPEP criteria and a state student growth impact rating that is “average” or higher on their most recent comprehensive evaluation.

Teachers who are currently on a focused evaluation must still meet the above criteria. They must also have a rating of proficient or higher or higher in their identified focused criteria and a state student growth impact rating that is “average” or higher on their most recent focused evaluation.

Certificated teachers who are not classroom teachers must have a Distinguished overall rating on their most recent comprehensive evaluation.

- 4) A single Career Ladder stipend may not be shared amongst more than two individual teachers.
- 5) In order to support career ladder work, each school will be allotted (10) substitute days for the year. Content Demonstration Teachers will have (8) substitute days allotted each year. Schools that continue to have a Master Career Ladder Teacher during school year 18-19 and 19-20, an additional (4) substitute days are allotted.

- 6) -
- 7) Eligible candidates will apply within their building for one of the positions listed above using the Site-Based Hiring Process. Additionally, the hiring team will screen applications and resumes. (Article). The principal will follow the hiring process (Content Demonstration Teachers and Foundational Coursework Facilitators will be hired at the District level and the program manager will make the final offer).
- 8) Positions will be two-years appointments and an employee who previously held the position may re-apply.

B. Elementary Career Ladder Teachers

- 1) Building-based Career Ladder Teachers at the elementary level may:
 - a) Support the implementation of the site-based CSIP/Professional Development plan through job-embedded staff development focused on school initiatives in support of student learning.
 - b) Provide onsite induction support for teachers new to the school and/or teachers moving to new grade levels or content (as needed)
 - c) Serve as a resource in support of professional learning communities or other collaborative teams
 - d) Model instruction or serve as a “lab site” classroom for teachers within the school, or across the district (site visits)
 - e) Provide support for eVAL and TPEP/Danielson
 - f) Serve as school leads for new curriculum roll-outs

C. Secondary Career Ladder Teachers

At the secondary level, because of the larger staff sizes and content specialization, some of the Elementary CLT roles will be handled by department chairs.

- 1) Building-Based Career Ladder Teachers at the secondary level may:
 - a) Support the implementation of the site-based CSIP/Professional Development plan through job-embedded staff development focused on school initiatives in support of student learning.
 - b) Serve as a resource in support of professional learning communities or other collaborative teams

- c) Model instruction or serve as a “lab site” classroom for teachers within the school, or across the district (site visits)
- d) Provide support for eVAL and TPEP/Danielson

D. Central Office Career Ladder Positions

1. Candidates must meet Career Ladder eligibility in order to be considered. The following are considered Central Office Career Ladder positions:
 - Academic Coach
 - PAR Consulting Teacher (formerly STAR/ESCT)
 - Consulting Teacher
 - Curriculum Specialist
 - Special Education Program Specialist
2. Positions will be four (4) year positions and an employee may reapply. In order to reapply, an employee must be overall Proficient and be Distinguished in at least one domain on his or her most recent summative evaluation.
3. The hiring team must include at least two staff from buildings who are performing similar professional tasks and are knowledgeable about the requirements of the position.

E. Special Education ESA Career Ladder Program and Supports

1. SPS and SEA agree to form a Special Education ESA Supports Committee to develop a system of supports for:
 - i. Audiologists and Speech Language Pathologists
 - ii. Occupational Therapists and Physical Therapists
 - iii. School Psychologists
 - iv. Nurses
2. The Sp.Ed. ESA Supports Committee will consist of the following 11 members:
 - i. 4ESA Team Leads (one from each of the three groups above, appointed by SEA)
 - ii. 2 Building-Assigned ESA Staff (appointed by SEA)
 - iii. 1 Sp.Ed. ESA Supervisor

- iv. 4 Central Office Representatives (appointed by SPS)
- 3. Over the course of the 2018-19 school year, the committee will work to redesign and/or develop the following components of support:
 - 2) Revise the Sp.Ed. ESA Team Lead job descriptions to reflect the belief that staff development (not administrative tasks) must be the primary function of this role, including (but not limited to) the following duties within their respective disciplines:
 - i. Observing practice of building-based peers and providing regular, actionable feedback;
 - ii. Coordinating and implementing Induction Support for new to school setting ESA staff;
 - iii. Coordinating and implementing Intervention Support for ESA staff who are not currently meeting the performance schedule;
 - iv. Identifying and communicating best practice within the discipline;
 - v. Coordinating ongoing Professional Development and managing the PD Budget in partnership with Program Leadership Teams (PLTs) and Sp.Ed. ESA Supervisor;
 - vi. Coordinating and directing the professional development work of the Career Ladder ESAs and the ESA Mentors within their discipline.
 - 3) While the Team Lead Position is not itself a Career Ladder Position, clarifying this role is an essential step in fully integrating the Career Ladder ESAs into a system of ESA Supports.
 - 4) Set the baseline for the team lead release time FTE necessary to adequately perform the roles functions identified in the revised job description (see above).
 - 5) Balance team lead release time across the four teams and identify the parameters that will be used to inform that balancing going forward.
 - 6) Identify interests around ESA Team Lead tenure (Should there be term-limits? What might be lost? And if so, what would the parameters for those term-limits be?). Develop a shared vision around this to be included in Team Lead job description.
 - 7) Suggest needed budget, if any, for shifting administrative/technical tasks away from the Team Lead role (e.g. Administrative Assistant FTE).
 - 8) Revise the Career Ladder ESA and ESA Mentor job descriptions.
- e. **The Compensation Schedule for Special and Supplemental Assignment shall be shown in Appendix E of this Agreement.**

- b. 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.
- c. 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.
- d. 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.
- e. Substitutes 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.

- j. 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.
- k. 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.
- l. There will be \$2,000 allotted for stipends for each elementary school beyond the stipends listed in Appendix E.

The Professional Committee will review the CLT program at the secondary level including secondary teachers to gather feedback and make adjustments and recommendations

PGE PAR CLT brick vote (striking all mentions of dept. Head)

SEA	SPS
24.4.0	10.0.0

Article 2 changes for PAR

ARTICLE II: PARTNERSHIP FOR CLOSING THE ACHIEVEMENT GAP

Article II Changes for PGES

SECTION D: THE STAR PROGRAM

At the start of the 2018-2019 school year, the STAR mentor program will be renamed the Consulting Teacher Program and will be directed by Professional Growth & Educator Support Committee (PGES).

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 teacher induction and peer assistance programs that support the development of highly capable practitioners who positively affect student learning. Programs would offer high quality mentoring, and a variety of professional development opportunities. Research of effective induction programs suggests a greater degree of teacher efficacy as well as a higher rate of teacher retention. Mentoring is a means to a larger end: that of creating a strong, improvement-oriented profession within school districts, schools, and associations. Mentoring beginning teachers is an important component of an induction program, a critical building block for successful education reform in Closing the Educational Gap. The Board, Administration and SEA commit to support the STAR Panel as they undertake strategies to accomplish the above goals.

1. General criteria:

- a. A seven member group (STAR Panel) directs the program. The SEA appoints four members, one of which will be a STAR Mentor Teacher, and the Superintendent of the SPS appoints three.
- b. The STAR Panel selects the mentor teachers who will be assigned to STAR participants.
- c. Teachers new to the profession will be assigned a mentor teacher for at least their first year. The STAR panel, with the input of the mentors, will determine the level of support mentor teachers will provide the first year and beyond for each teacher. Experienced teachers new to the district will participate in the teacher induction program on a needs basis. SPS and SEA recognize that in order to provide equity to all students, some new teachers may need additional time with mentor teachers to provide a successful experience when working in high poverty and/or high needs schools.
- d. Experienced teachers requesting peer assistance may apply to the STAR Program to receive support. The STAR Panel reviews requests and determines the level of support. On an average, the STAR Program will attempt to give nine (9) hours of support over a three (3) month period for each experienced teacher.
- e. All contractual and legal rights of employees assigned to the STAR Program are honored.

- ~~f. While participating in the STAR Program, building principals will supervise employees, consistent with SPS policies and the Collective Bargaining Agreement.~~
- ~~g. In the event of adverse developments which necessitate layoffs, the STAR program would be modified on an equal and consistent basis with other like programs such as centrally funded coaches. (See Article XII, Section A)~~

~~2. The STAR Program:~~

~~The STAR Program consists of two components, one for teachers new to the profession 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. Teacher Induction Component: The STAR Program offers all newly hired teachers the support, advice, and direction necessary to make their experience for their first year and beyond in the SPS as successful as possible.~~

~~1) Teachers New to the Profession: Upon employment, teachers will be assigned a STAR Mentor Teacher for at least one (1) full year. The STAR~~

~~Panel will differentiate services as needed and work to achieve a caseload ratio of 1:15. The District will cap the number of STAR Mentors at thirteen (13). If there are more than 200 new teachers, SEA and SPS will reopen negotiations to discuss this matter.~~

~~2) Experienced Teachers: Experienced teachers new to the district will be notified of opportunities to participate in the teacher induction program.~~

~~b. Peer Assistance Component: Experienced teachers requesting peer assistance may apply to the STAR Program to receive support. Examples of request could include a teacher whose assignment has changed, or is seeking opportunities to enhance his/her practice.~~

~~1) The applicant completes a Peer Assistance Request form and submits to STAR Panel.~~

~~2) The STAR Panel reviews requests and determines the level of support given recognizing a mentor teacher's total case load will not exceed a ratio of 1:20.~~

~~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 Panel year is defined as September 1st – August 31st, co-chaired by SEA and SPS members. To have a quorum, at least five (5) members of the Panel must be present. The Panel will attempt to operate by consensus, but failing consensus all actions taken by the Panel must be approved by at least five (5) 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, and is responsible for the continuous improvement of the program such as revision or development of all necessary procedures, forms and documents. It generally manages the STAR program. The STAR Panel will be provided the staffing needed to perform these duties.~~
 - ~~b. STAR Program Mentor Teachers – The Panel selects the STAR program mentor teachers based on criteria established in Article II, Section D.6. These teachers are trained to offer peer mentoring/assistance and trained in the specific details of the STAR Program. The Panel continuously monitors and evaluates the effectiveness of the STAR Program.~~
 - ~~c. STAR Program Participants – Teachers new to the profession shall receive classroom observations, classroom visitations, conferences, professional development, and opportunities to set goals and reflect on their practice. Teacher logs will reflect Charlotte Danielson’s self-reflection rubric, goals, and personal reflections. The development of these forms and rubrics are the responsibility of the STAR Panel.~~
- ~~4. Program Review – The STAR Panel monitors the efficacy of program implementation.~~
- ~~5. The STAR Panel is updated at regular intervals on the level of participation being made by STAR participants in regards to the components of the program. Once program components have been completed, an exit slip will be submitted to the panel for sign-off and inclusion in the participant’s personnel file.~~
- ~~6. The STAR Mentor Teacher Selection Criteria:~~
 - ~~a. Demonstrates strong professional practice and knowledge of instruction. Any new STAR Mentor Teacher must meet the same eligibility criteria for career ladder positions as outlined in Article IV, Section E.8.~~
 - ~~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 that support culturally responsive learning and teaching environments.~~
 - ~~g. Demonstrates knowledge of adult learning and mentoring principles.~~
 - ~~h. Has taught for at least five (5) years, with at least two (2) years of teaching within the Seattle School District.~~
- ~~7. Selection Process:~~
 - ~~a. There is an application form specifically for the position of STAR Mentor teacher. As positions become available they will be posted throughout the SPS with an application deadline. Applications will be 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 current references directly to the STAR Panel from the following individuals:~~
 - ~~1) A reference from her/his building principal or immediate supervisor if the teacher is not assigned to a school or building.~~

- ~~1. 2) A reference from a union representative.~~
- ~~2. 3) References from two other teachers from her/his building or program if the teacher is not assigned to a school building.~~

~~b. The STAR Panel reviews the application and identifies teachers for further consideration. The STAR Panel will conduct an interview process 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 mentor teachers are notified in writing. Those who are selected by the STAR Panel as mentor teachers will:~~

~~a. Upon assignment, work full time as a mentor teacher. Generally, assignments will be for the school year and will not continue more than four (4) years. Once an individual has served as a mentor teacher, the individual may reapply to be a mentor teacher after returning to her/his regular duties for a period of three years.~~

~~b. Have a right to return to their most recent teaching assignment if they were hired prior to September 1, 2009, regardless of the length of the mentor 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 contract was issued is no longer in existence, there is no obligation on the part of the SPS to provide another supplemental contract. STAR mentor teachers hired beginning September 1, 2009 will not have the right to return to the same position although they are guaranteed a similar position within the district.~~

~~c. Supplemental contracts held by mentor 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.~~

~~d. Upon assignment in the STAR program, mentor teachers will receive a supplemental contract for services as an assigned consulting teacher. Partial years will be prorated. Mentor 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.~~

~~e. Other successful applicants may be given the opportunity to be placed in a pool for future consideration in the event a position in their category becomes available.~~

~~9. STAR Program Review:~~

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

NEW SECTION E: Professional Growth and Educator Support System (PGES)

The following shared vision will guide the work of the PGE Committee:

1. Seattle Public School Educators believe that education is a civil right. Our *Professional Growth and Educator Support System* (PGES) is transparent, collaborative, and equitable. The system is designed and managed by those who work closest with students. The purpose ensures professional learning is fair, growth oriented, and centered on quality student learning for all.
2. The parties agree that the Professional Growth and Educator Support (PGE) Committee will monitor and guide the implementation of all components of the Professional Growth and Educator Support System (PGES), including:
 - a. Foundational Coursework
 - b. Career Ladder Program
 - c. Consulting Teachers (formerly STAR and ESCTs)
 - d. The PAR Panel (Peer Assistance and Review Panel)
 - e. The state-mandated teacher evaluation system (TPEP) and the state online evaluation tool (eVAL)

The committee will gather feedback and recommend adjustments to the system and applicable forms and quick guides, as needed.

3. The PGES Committee will consist of 12 members (6 selected by SEA and 6 selected by SPS).
4. The following operating beliefs will guide the PGES Committee:
 - a. The purpose of evaluation is to help strengthen educators in their practice to maintain a professional standard,
 - b. Our Professional Growth System should be grounded in racial equity, cultural responsiveness, identity safety and strategies to eliminate the opportunity gap.
 - c. Schools are lifelong learning communities, where continuous professional development and growth are practiced,
 - d. Data are one source of information to assist educators in reflecting on student learning, classroom environment and instruction. A clear understanding of both the usefulness and limitations of data is critical to evaluation and goal setting.
 - e. A safe learning environment for students and teachers is one where innovation is encouraged and professional judgement is respected. Concise and consistent communication among all parties involved in evaluation is critical.

1. 5. Upon mutual agreement, the parties may select a different OSPI approved instructional framework.

ARTICLE XI: EVALUATION

ARTICLE XI: EVALUATION

SECTION A: INTRODUCTION

1. The SPS and SEA agree that the evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. Outstanding performance should be recognized, opportunities for continuous professional development should be provided to all staff members, and resources should be effectively allocated to provide support for performance improvement.
2. The SPS and SEA agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110 “(1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.”
3. 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.
4. 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 an evaluation system that is conducted in a manner that fosters open and candid communication, that recognizes all factors that affect performance, and by a mutual commitment to assist all employees to meet or exceed performance expectations.
5. Individual employees and their evaluators shall jointly set goals for professional development and establish performance expectations that are consistent with the individual school’s Continuous School Improvement Plan (CSIP), the SPS’s educational philosophy, this Collective Bargaining Agreement, OSPI guidelines, and State law.
6. The SPS and SEA agree that within the requirements and expectations of the instructional framework, teachers will be allowed to exercise their professional judgment in selecting instructional strategies that are aligned to school CSIPs, district goals and meet student needs.

Section B: Peer Assistance and Review (PAR)

1. The Professional Growth & Educator Support Committee (PG&E Committee) oversees the PAR Panel and all elements of the PAR System.
2. PAR Panel

- a. During the 2018-2019 School year, there will be a PAR Panel composed of 6 SEA members and 6 PASS (Principal's Association of Seattle Schools) members. In 2019-2020 there will be 8 SEA and 8 PASS members. These will be representative of elementary, middle and high school. SEA and SPS will each appoint a non-voting, due process observer who will be present for PAR Panel presentations and will be part of each monthly meeting. SEA and PASS will each appoint a co-chair.
- b. PAR Panel members have term limits of three years that are rotationally balanced to manage entering/leaving of members. Beginning 2019-2020, two members will be designated as the "first cohort" and will have a one-year term. Three members will be identified as the "second cohort" and have a two-year term. Three members will be identified as the "third cohort" and will have a three-year term (this will include the four new Panel members added in 2019-2020). The co-chairs will determine these cohorts.
- c. The parties will work to ensure that the panel reflects the racial and cultural diversity of Seattle Public School students.
- d. The parties will work to identify qualified educators whose experience reflects work in:
 - 1. racially and culturally diverse settings
 - 2. diverse grade bands (ES, MS and HS levels)
 - 3. diverse programs and content areas
- e. Final approval of the PAR panel membership is made by the Superintendent.

3. Role

- A. The **PAR Panel** only reviews performance evaluation issues and does not handle discipline/grievance issues.
- B. The PAR Panel will review all PAR cases other than those where the teacher is evaluated as proficient or, in the case of a provisional teacher, is on the performance schedule.
- C. All recommendations to the superintendent related to classroom teacher contract renewal and/or non-renewal will be made by the **PAR Panel** through a consensus-based decision-making process.
- D. The Consulting Teacher will provide a summative report and recommendation of one of the following for all teachers by May 1:
 - i. Ready to Exit 1:1 CT Support
 - ii. Needs Short-Term 1:1 CT Support
 - iii. Requires Intensive 1:1 CT Support

- E. The evaluator will make a summative evaluation by May 1 based on evidence collected for any classroom teacher who is off schedule (for those new to profession or district) or below proficient (for those on continuing contracts).
- F. The PAR Panel convenes, reviews cases, issues recommendations, and conducts any requested hearings following receipt of the summative report and summative evaluation and no later than five working days prior to May 15th.
- G. The PAR Panel will make one of the following recommendations in each case:
 - i. Exit from PAR
 - ii. Provide continued PAR support
 - iii. Non-renewal
- H. Teachers have the right to a hearing in front of the PAR Panel following receipt of a PAR Panel recommendation of non-renewal, following which the PAR Panel will make a final recommendation no later than five working days prior to May 15th.
- I. In the case of non-renewal, the PAR Panel makes their recommendations to the Superintendent.
- J. The Superintendent under RCW 28A.410 retains the final decision regarding non-renewal.

7. How Staff qualify for CT support:

b. Provisional:

- 1. New to the profession teachers, in their first year, will be assigned a CT.
- 2. A second year of CT support may be offered at the recommendation of the PAR Panel.
- 3. Third year Provisional teachers will be assigned a CT if concerns are raised following their first observation.

c. Continuing Contract Teachers:

- 1. A first basic or unsatisfactory rating will qualify a continuing teacher into the PAR program and qualify them for CT support, except that:
 - a. For the 18-19 school year, continuing contract teachers off the performance schedule as of June 2018 will be assigned a CT but will have the option of whether or not to enter PAR.

SECTION C: DEFINITIONS

- 1) Artifacts shall mean any products generated, developed, or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

- 2) Classroom Teacher shall mean a contracted certificated employee who provides instruction to regularly recurring and specifically defined groups of students.
- 3) Component shall mean the sub-section of each criterion.
- 4) Comprehensive Summative Evaluation shall mean the required annual performance evaluation for certificated employees. This evaluation includes the employee's body of work throughout the course of the school year. For classroom teachers, this encompasses all eight criteria and student growth rubrics embedded in criteria 3, 6, and 8, and also includes a student growth impact rating separate from the final summative score of eight criteria. For non-classroom certificated employees, this encompasses all four domains. The comprehensive evaluation must be completed at least once every four years.
- 5) Criterion shall mean one of the eight (8) state defined categories to be scored in accordance with TPEP.
- 6) eVAL shall refer to the online evaluation system that supports the professional growth and evaluation process that is aligned to TPEP which all evaluators and classroom teachers shall use.
- 7) Evaluator shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements with an emphasis on developing rater reliability.
- 8) Evidence shall mean examples (e.g. relevant conversations, certificated employee report of events/practice) or observable practices of the certificated employee's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio, but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the authentic course of professional practice throughout the year. Anonymous sources shall not be used as evidence.
- 9) Final Summative Evaluation Rating shall mean the overall rating – corresponding to the summative score for teachers on comprehensive evaluation – which ranges from Level 1 (Unsatisfactory) to Level 4 (Distinguished). (Used only for classroom teachers).
- 10) Final Summative Score for teachers on comprehensive evaluations shall mean the sum of all 8 criterion scores and is determined by the OSPI approved scoring band, which determines the final summative evaluation rating, and for teachers on focused evaluations shall mean the final score on the focused criterion. (Used for classroom teachers only).
- 11) Focused Summative Evaluation shall mean the required annual performance evaluation for continuing status certificated employees who have received a final summative evaluation rating of proficient or distinguished on their most recent comprehensive summative evaluation. A focused evaluation will specify one criterion (for classroom teachers) or one domain (for non-classroom certificated employees) to be evaluated throughout the school year. Classroom teachers on focused evaluations will not receive a student growth impact rating but will monitor growth and achievement during the year. A focused evaluation must be performed in any year that a comprehensive evaluation is not required. (see section G of this Article).
- 12) Formal Observation shall mean an observation that is scheduled and includes a pre-observation and post-observation conference. Formal observations and subsequent report will be on the observable components of the Charlotte Danielson Framework embedded in TPEP for classroom teachers, or the appropriate framework rubrics for non-classroom certificated employees.

- 13) Non-classroom Certificated Employee shall mean a contracted certificated employee who does not fall under the Classroom Teacher definition above, shall include but not be limited to ESA's (Educational Staff Associates), Counselors, Teacher-Librarians, Instructional Coaches, Consulting Teachers, Curriculum Specialists, House Administrators, and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students.
- 14) Not Judged Satisfactory shall mean receiving an evaluation rating of:
- a) Level 1: (Unsatisfactory)
 - b) Level 2: (Basic) if the certificated employee has continuing status with more than five (5) years

of certificated experience and if the Level 2 (Basic) comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.

- 15) Performance Expectations: The minimum expectations for satisfactory performance established by the state of Washington in RCW.28A.405.100 for all certificated employees

a. Teachers with Provisional Status—New to Teaching:

The Performance Schedule for provisional teachers shall mean the adopted performance expectations schedule that requires minimum final summative evaluation score for provisional teachers (as identified in RCW 28A.405.220) (Year 1-score of 16; Year 2-score of 18; Year 3- score of 20).

b. Teachers with Provisional Status—with 4 or more years teaching experience must have a final summative score of 22 or higher, and a final summative evaluation rating of 3-proficient or higher.

c. Teachers with Continuing Status – must have a final summative score of 22 or higher, and a final summative evaluation rating of 3-proficient or higher.

d. Non-classroom Certificated Employees – New to Profession:

The Performance Schedule for provisional non-classroom certificated employees shall mean the adopted performance expectations schedule that requires minimum final summative evaluation ratings for provisional certificated employees (as identified in RCW 28A.405.220)

(Year 1- proficient in one domain; Year 2- proficient in two domains; Year 3- proficient in three domains).

5. Non-classroom Certificated Employees with Provisional Status—with 4 or more years experience must have a final summative evaluation rating of 3-proficient or above in all four (4) domains.

6. Non-classroom Certificated Employees with Continuing Status- must have a final summative evaluation rating of 3-proficient or above in all four (4) domains for a comprehensive evaluation, and a final summative evaluation rating of 3-proficient or above in one (1) domain for a focused evaluation.
16. Preponderance of Evidence shall be based on the certificated employee's overall body of work collected throughout the school year and reflect the scope of the components within a criterion (for classroom teachers) or domain (for non-classroom certificated employees). It shall not be based on a single component in isolation or based upon a single observation.
17. Provisional Certificated Employees include the following: Employees new to teaching or other certificated job categories, employees new to Washington, and employees who have come to Seattle from another Washington school district. Provisional certificated employees are referred to as P1s, P2s, or P3s, depending on their experience, certificated employment history in the state of Washington, and/or in the district. Employees will undergo a Human Resources assessment to determine placement on the provisional ladder (P1, P2, P3).
18. SMART Goal shall mean that the goal is specific, measurable, attainable, relevant and time bound.
19. Student Growth Data shall mean the change in student achievement between two points in time. Assessments used to demonstrate growth must be relevant and may include classroom-based, school-based, district-based, and/or state-based measures. Any assessments associated with team growth goals must be relevant and appropriate.
20. Student Growth Impact Rating refers to the overall rating from Student Growth Rubrics ("SGR") 3.1,3.2, 6.1, 6.2 and 8.1. This rating is only calculated for classroom teachers evaluated on the Comprehensive Evaluation cycle. (See Appendix I)
21. TPEP (Teacher Principal Evaluation Project) shall refer to the evaluation system for Classroom Teachers which was established by RCW 28A.405.100 and implemented beginning with the 2013-14 school year.

SECTION D: GENERAL TERMS & PROCEDURES FOR EVALUATIONS OF CERTIFICATED EMPLOYEES

The district will continue to develop and improve a calibration system and provide training to monitor and support consistent application of PG&E with an emphasis on rater reliability.

1. All contracted certificated employees must receive an annual performance evaluation of either a comprehensive evaluation or a focused evaluation. All certificated employees shall receive a comprehensive summative evaluation at least once every four years.

a. For Classroom Teachers:

i. All certificated classroom teachers must receive annual performance evaluations as provided in section 12 of RCW 28A.405.100.

ii. A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating.

b. For Non-Classroom Certificated Employees:

i. The components of PG&E for non- classroom teachers are based on the Charlotte Danielson's, Enhancing Professional Practice: A Framework for Teaching (ASCD 2007), which includes evaluative criteria, four domains, a four level rating system of Distinguished-4, Proficient-3, Basic-2, and Unsatisfactory-1. Each job category will use the SEA and SPS jointly developed rubric for its job category.

ii. A comprehensive summative evaluation assesses all four domains of the rubric for each job category.

2. Annual Comprehensive Summative Evaluation: The following categories of certificated employees shall receive an annual comprehensive summative evaluation.

- a. Certificated employees who are provisional employees under RCW 28A.405.220
- b. Any certificated employees who received a comprehensive summative evaluation performance rating of 1- Unsatisfactory or 2- Basic in the previous school year.
- ~~c. For 2015-2017 the district evaluators will decide which of the remaining experienced certificated employees who have yet to be on a comprehensive summative evaluation, so that by the school year 2016-2017 all certificated employees who have been employed by SPS since 2013 will have been on a comprehensive summative evaluation at least once.~~
- d. By certificated employee or evaluator decision (see Section H of this article)

3. Annual Focused Summative Evaluation; After successful completion of a comprehensive summative evaluation, a continuing certificated employee will:

a. Return to a focused evaluation.

b. A certificated employee will remain on the Focused Evaluation until the designated time (year) they are determined to have a comprehensive evaluation, unless moved to a comprehensive evaluation as noted in section G of this Article.

c. For Classroom Teachers: a focused evaluation includes an assessment of one of the eight criteria selected for a performance rating and an associated student growth rubric as adopted by OSPI plus professional growth activities specifically linked to the selected criteria.

i. The criterion area to be evaluated shall be proposed by the teacher at the first goal setting conference, and must be approved by the evaluator. A group of teachers or PLC may focus on the same evaluation criteria.

ii. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.

iii. If the employee chooses criterion 8, they must also submit a SMART goal consistent with the language in the 8.1 rubric (develop measures, monitor growth). One does not additionally need to choose the student growth component in criterion 3 or 6.

iv. The evaluator must assign a summative evaluation rating for the focused evaluation (selected criterion) using the methodology adopted by OSPI for the Charlotte Danielson framework. This shall be completed on the Focused Evaluation Form

d. For Non-Classroom Certificated Employees:

- i. The focused evaluation allows for the employee to concentrate and set goals in one domain. The employee will only be evaluated and rated on that one domain for the time the employee is using the focused evaluation.
- ii. The domain area to be evaluated shall be proposed by the non-classroom certificated employee at the first goal setting conference, and must be approved by the evaluator. A PLC may focus on the same evaluation criteria.

4. By October 15, each certificated employee shall be given a copy of the evaluation criteria procedures and timelines, and any other relevant forms appropriate to the certificated employee's job category. At this time, a certificated employee will be notified of their assigned evaluator and whether the certificated employee's annual performance evaluation will be a comprehensive or focused evaluation.

5. Evaluation training: Certificated employees will be offered consistent and accurate training in the PG&E process each year.

6. Designation of evaluator:

a. Within each school building/program, the principal/manager or designee will be responsible for completing an annual performance evaluation for every employee whose major portion of assignment is in that building/program. The evaluator must be trained to use the instructional framework.

b. A certificated employee who serves equal time in two (2) buildings may receive two evaluations or only one evaluation depending upon the preference of the employee. If a concern is identified in either building, the employee will receive an evaluation from each supervisor.

c. Employees assigned to a building (or buildings) from central administration will be evaluated by their supervisor, with input from the building principal or designee. With agreement from the building administrator and district supervisor, an ESA employee may be evaluated by the building administrator in lieu of their district supervisor.

- i. Any ESA who is off the performance schedule will be evaluated by an evaluator with an ESA credential. The District shall make a reasonable effort to provide a

second evaluator certified in the ESA's field of work or to consult with an outside expert in the ESA's field of work.

d. Non-classroom certificated employees assigned to a building from central administration will be evaluated by their supervisor, with input from the building principal or his/her designated administrator.

7. Goal Setting Conference:

By November 15th of each year, the evaluator will meet with each certificated employee. The purpose of this meeting is for certificated employees to reflect on their practice and set goals for the year:

a. For Classroom Teachers: goals shall be based upon the eight TPEP criteria, and will include student growth goals. Teachers on comprehensive evaluation will set student growth goals for the classroom (SG 6.1) (determined by the individual or department/grade level team) and the subgroup (SG 3.1), as well as team goal (SG 8.1) on a goal-setting form. Goals may be nested. Teachers on a focus evaluation will choose one criterion and one of the student growth goals to address. (See Section D.3.c. in this article).

i. Each goal must identify more than one measure of student growth data, and may include classroom-based, school based, district-based, and/or state measures. Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. In consultation with the evaluator, it will include teacher initiated and mutually agreed upon formal and informal assessments of student progress. Nothing precludes an administrator from offering alternative suggestions of ways to assess the goal.

b. For Non-Classroom Certificated Employees: goals shall be based upon the appropriate Charlotte Danielson rubric for each job category. The evaluator and the certificated employee will mutually set two professional growth goal(s) (SMART) and agree to the manner in which they will be measured.

8. Observations:

During each school year all certificated employees shall be observed for the purposes of evaluation at least twice in the performance of their duties. The evaluator is always required to share timely feedback on performance and to provide appropriate supports.

a. Observations For Provisional Certificated Employees on Comprehensive Evaluations

i. For P1 and P2 Provisional employees, the evaluator will conduct at least two (2) formal observations of the employee's performance for a minimum total of sixty (60) minutes of observation. At least one (1) observation must be for a period of thirty (30) minutes.

ii. For P1, P2, and P3 Provisional employees, the first observation will be no less than thirty (30) minutes. For employees new to the district, the first observation will occur during the first ninety (90) calendar days of employment.

iii. For P3 employees, the evaluator will conduct at least three (3) observations for a minimum total of ninety (90) minutes. At least two (2) such observations will be formal.

iv. A pre-observation conference to discuss professional activities to be observed will be held prior to each formal observation.

v. The evaluator must schedule a post observation conference within five (5) working days of the formal observation and provide the employee with a copy of the written observation report within five (5) working days of the post observation conference. The observation report will include information regarding the observable components of the lesson and may include information or artifacts from the pre and/or post conference.

vi. The employee may respond to the observer/evaluator regarding the Observation Report in writing within five (5) working days of receiving the report. Any response made by the employee will be attached to and filed with the Observation Report.

vii. Information gathered during informal observations may be included in the summative evaluation. Within 5 days of the observation, documentation must be provided in writing to the employee for any concerns that are to be included in the summative evaluation.

viii. If concerns are raised, reasonable time will be provided to allow an opportunity to improve. If a second formal observation is scheduled, it will be no sooner than 20 workdays after the first formal observation; however, this provision will not apply in situations where the evaluator's opportunity to observe is compromised, if the certificated employee requests additional observations, or if the employee is on probation.

b. Observations for Continuing Certificated Employees on Comprehensive Evaluations

The evaluator will conduct at least two (2) observations of the employee's performance for a minimum total of sixty (60) minutes of observation. At least one (1) observation must be formal and for a period of thirty (30) minutes.

i. A formal observation will occur before winter break or during the first 90 calendar days of employment, whichever is later.

ii. A pre-observation conference to discuss professional activities to be observed will be held prior to the first required formal observation. For any subsequent

observation, a pre-observation conference may be requested by either the teacher or the evaluator.

iii. The evaluator must schedule a post observation conference within five (5) working days of the observation and provide the employee with a copy of the written observation report within five (5) working days of the post observation conference. The observation report (Appendix H) will include information regarding the observable components of the lesson and may include information or artifacts from the pre and/or post conference.

iv. The employee may respond to the observer /evaluator regarding the Observation Report in writing within five (5) working days of receiving the report. Any response made by the employee will be attached to and filed with the Observation Report.

v. Information gathered during informal observations may be included in the summative evaluation. Within 5 days of the observation, documentation must be provided in writing to the employee for any concerns that are to be included in the summative evaluation.

vi. If concerns are raised, reasonable time will be provided to allow an opportunity to improve. If a second formal observation is scheduled, it will be no sooner than 20 workdays after the first formal observation; however, this provision will not apply in situations where the evaluator's opportunity to observe is compromised, if the certificated employee requests additional observations, or if the employee is on probation.

c. Observations for Continuing Certificated Employees on Focused Evaluations

i. The evaluator will conduct at least two (2) observations of the employee's performance for a minimum total of sixty (60) minutes of observation. At least one of these observations will be scheduled in advance. The evaluator and the certificated employee will plan so that the observations will be based on their focused criterion/domain

ii. A pre and a post-observation conference may be requested by either the teacher or evaluator.

iii. The evaluator must promptly document the results of the observation in writing, and provide the employee with a copy of the written observation feedback within five (5) work days after such report is prepared.

iv. The employee may respond to the observer regarding the written observation feedback within five (5) work days of receiving the observation feedback. Any response made by the employee will be attached to and filed with the evaluator's written observation feedback.

v. Information gathered during informal observations may be included in the summative evaluation. Within 5 days of the observation, documentation must be provided in writing to the employee for any concerns that are to be included in the summative evaluation.

vi. If concerns are raised, reasonable time will be provided to allow an opportunity to improve. This provision will not apply in situations where the evaluator's opportunity to observe is compromised.

9. Annual Summative Evaluation and Conference for Comprehensive and Focused:

All certificated employees will receive an annual performance evaluation and final summative evaluation performance rating. Evaluations must be completed by June 10.

a. No later than June 5th the evaluator and certificated employee shall meet to discuss the certificated employee's final summative evaluation performance rating. In order to determine the final summative performance rating the evaluator will start from the premise that the certificated employee is proficient. The performance rating must be determined by the preponderance of evidence based on an analysis of the certificated employee's overall body of work/performance over the course of the year.

b. The certificated employee may provide additional evidence for each criterion (or domain for non-classroom certificated employees) to be scored. Certificated employees will only be required to provide 2-4 pieces of evidence for each criterion (or domain for non-classroom certificated employees).

i. For Classroom Teachers: If the evaluator assigns the teacher a criterion score below a three (3), the evaluator shall provide evidence to support the criterion score(s). The evaluator shall identify the individual component(s) of concern within a criterion and show corresponding evidence. If an evaluator does not rate a classroom teacher Distinguished in a criterion and the teacher believes they are, the teacher will have the burden of proof. The evaluator/teacher shall identify the individual component(s) of distinction within a criterion and show corresponding evidence. The evaluator shall consider evidence that a teacher collected and provided within the relevant criterion. See section E of this article.

ii. For Non-Classroom Certificated Employees: If an evaluator believes that an employee is Basic or Unsatisfactory in a domain, the evaluator will have the burden of proof to show evidence for the rating. The evaluator shall identify the individual component(s) of concern within a domain and show corresponding evidence. If an evaluator does not rate an employee Distinguished in a domain and the employee believes they are, the employee will have the burden of proof. The employee shall identify the individual component(s) of distinction within a domain and show corresponding evidence. The evaluator shall consider evidence that a certificated employee collected and provided within the relevant domain(s).

All non-classroom certificated employees will have the same rights as teachers listed in this article including but not limited to: ESCT support, professional growth documents, performance improvement plans, and the probation process.

c. The evaluator will refer to the performance expectations/schedule as outlined in section C of this article and complete a Comprehensive Summative Evaluation Form and/or a Focused Evaluation Form and provide a copy to the certificated employee and a copy to Human Resources to be placed in the employee's personnel file. Each certificated employee shall sign the evaluation form to indicate receipt. The signature of the certificated employee does not imply that the employee agrees with its contents. Certificated employees shall have the right to attach additional comments or a rebuttal to their Final Summative Evaluation.

d. The Annual Summative Evaluation and evaluation conferences conducted by the evaluator in the evaluation process are specifically excluded from the representation provisions of Article III, Section C, except that the subsequent discussion of the evaluation following the receipt of the written evaluation may involve representation pursuant to these provisions

SECTION E: SUMMATIVE PERFORMANCE RATING and STUDENT GROWTH MEASURES FOR CLASSROOM TEACHERS

1. Final Criterion Scoring for a Comprehensive Evaluation:

a. The evaluator will give a final score to each criterion as follows: 4-Distinguished, 3-Proficient, 2-Basic, and 1 Unsatisfactory.

b. A 3-Proficient final criterion score is assumed the professional standard of excellence. Classroom teachers are assumed to be 3-Proficient and evidence is collected in the normal course of professional practice.

c. If the preponderance of evidence reflecting the scope of the components within a criterion leads an evaluator to believe that an employee is Basic or Unsatisfactory in a criterion, the evaluator will have the burden of proof to show evidence for the rating. If an evaluator does not rate an employee Distinguished in a criterion and the employee believes he/she is, the employee will have the burden of proof.

d. To modify a final criterion score to above a 3, the evaluator or teacher shall identify the component(s) of distinction within a criterion and show corresponding evidence.

e. To modify a final criterion score to below a 3, the evaluator shall identify the component(s) of concern within a criterion and show corresponding evidence.

f. In the event that the preponderance of evidence leads an evaluator to believe that a teacher is evenly divided between two criterion scores, the higher of the two criterion scores shall be given and used as the final criterion score.

g. The evaluator shall consider evidence that a teacher collected and provided within the relevant criterion.

2. Comprehensive Summative Evaluation Performance Rating

a. The final summative comprehensive performance evaluation rating assumes that a Level 3, Proficient is the professional standard of excellence. (Refer to Performances Expectations section C of this Article)

b. Following state guidelines, a classroom teacher shall receive a final criterion score for each of the eight (8) state evaluation criteria. The final summative score is determined by totaling the eight (8) criterion-level scores. For teachers with a continuing status, total scores and corresponding performance ratings are as follows:

i. 29-32: Level 4, Distinguished: Professional practice at Level 4 is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. To achieve this rating, a teacher would need to have received a majority of distinguished ratings on the criterion scores. A teacher at this level must show evidence of average to high impact on student growth. Ongoing, reflective teaching is demonstrated through the highest level of expertise and commitment to all students' learning, challenging professional growth, and collaborative practice

ii. 22-28: Level 3, Proficient: Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice. Teaching at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching is strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional development.

iii. 15-21: Level 2, Basic: Professional practice at Level 2 shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is inconsistent over a period of time due to lack of experience, expertise, and/or commitment. This level may be considered minimally competent for teachers early in their career but insufficient for more experienced teachers. This level requires specific support.

iv. 8-14: Level 1, Unsatisfactory: Professional practice at level 1 shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching practice. This level requires immediate intervention

c. Student Growth Impact Rating (See Appendix K)

Embedded in the instructional framework are five (5) components designated as student growth components. A student growth goal is specific, measurable, attainable, relevant, and time bound. These components are embedded in criteria as:

- i. 3.1 Establish Student Growth Criteria (RE: individual or sub groups)
- ii. 3.2 Achievement of Student Growth Goals (RE: individual or sub groups)

- iii. 6.1 Establish Student Growth Goals using multiple Student Data Elements (RE: whole class based on standards)

- iv. 6.2 Achievement of Student Growth Goals (RE: whole class based on standards)

- v. 8.1 Establish Team Student Growth Goals

The Student Growth Impact Rating is generated by combining the five (5) student growth component scores from criteria 3, 6, and 8. Evaluators add up the raw score (1-4) on these components and the employee is given a total score:

- i. 18-20—High
 - ii. 13-17—Average
 - iii. 5-12—Low
- d. If a teacher receives a 4 – Distinguished summative score and a Low student growth impact rating, they must be automatically moved to the 3 – Proficient level for their overall summative performance rating.

3. Student Growth Inquiry Process

A “Low” Student Growth Impact Rating triggers a comprehensive evaluation (in the following year) and a student growth inquiry regardless of the Summative Performance Rating. In addition, one (1) or more of the following must be initiated by the evaluator:

- a. Examine student growth data in conjunction with other evidence including observation artifacts and other student and teacher information based on appropriate classroom, school, district and state-based tools and practices; and/or
- b. Examine extenuating circumstances which may include one (1) or more of the following : goal setting process, content and expectations, student attendance, extent to which curriculum, standards and assessment are aligned; and/or
- c. Schedule monthly conferences with the evaluator focused on improving student growth to include one (1) or more of the following topics: student growth goal revisions,

- refinement and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation; and/or
- d. Create and implement a professional development plan to address student growth areas.
- e. In addition, the teacher and evaluator can access and consult on how to use up to \$500 of the improvement fund (as detailed in Article II, Section C, 21).

4. Final Criterion Scoring for Focused Summative Evaluation:

A Focused Evaluation is used when a teacher is not evaluated using a Comprehensive Summative Evaluation, and will include evaluation of one of the eight state criteria. The evaluator must assign a summative evaluation rating for the focused evaluation (selected criterion) using the methodology adopted by OSPI for the Charlotte Danielson framework embedded in TPEP.

~~SPS and SEA agree to develop a Peer Assistance and Review (PAR) program using an interest-based bargaining process during the term of this collective bargaining agreement. The PAR program will focus on supporting and elevating the teaching profession by providing peer feedback and calibrated review during the evaluation process. A working group will enter into a facilitated process with an agreed-upon facilitator, no later than sixty (60) days after the ratification of this contract, in which the parties work to design authentic indicators of teacher performance and discuss the role of assessments in teacher evaluation.~~

~~The working group will work with the National Education Association (NEA) and the Montgomery County Public Schools to ensure the process and outcomes are aligned with best practices in district/union collaboration aimed at supporting and elevating quality teaching.~~

~~SPS and SEA agree to eliminate Article XI, Section F, District-Determined Student Growth Ratings, for the term of this contract.~~

~~SPS and SEA agree that a focus on student performance on tested subjects should not diminish our efforts to raise student achievement in non-tested subjects.~~

~~1. When state or district summative assessments are administered in the spring, the results of those assessments will be used by the district to calculate student growth ratings in the fall after scores from the previous spring are available.~~

~~a. District-determined student growth ratings apply only to teachers of tested subjects for whom a common state or district summative assessment aligned to state standards is administered in the spring.~~

~~b. District-determined student growth ratings are independent of, and in addition to, the State-mandated Student Growth Impact Rating determined by the teacher's evaluator using the student growth rubric.~~

~~c. Student growth ratings will be based on a two-year rolling average.~~

d. The District will calculate each teacher's rating by using a valid, reliable and transparent methodology as agreed upon by SEA and SPS. SEA and SPS will, in partnership, continue to examine and refine the methodology.

e. Students must be enrolled 80% of the time and must be in attendance 80% of that time to have their assessment results counted in the district-determined student growth rating.

f. To ensure that teachers of challenging student populations are assessed fairly, the district's student growth methodology will factor in the student composition of teachers' classrooms, including the proportion of English learners, students who qualify for free/reduced lunches, and students with disabilities.

g. For teachers of subjects that are assessed by the state, the final rating will be contingent on the receipt of final state assessment data; a written report will be issued to each teacher within 30 days of the district's receipt of the final assessment report from the state.

h. The aggregate performance of a teacher's students on each assessment will be rated according to a 100-point scale signifying the following:

1) Low growth: less than 35

2) Average growth: 35-65

3) High growth: more than 65

i. Teachers of tested subjects who receive a low district-determined student growth rating will be observed both formally and informally in the first ninety (90) days and will participate in a student growth reflective inquiry process regardless of their Summative Performance Rating. In order to support the teacher's reflective practice, one (1) or more of the following must be initiated by the evaluator:

1) Examine student growth data in conjunction with other evidence including observation artifacts and other student and teacher information based on appropriate classroom, school, district and state-based tools and practices; and/or

2) Examine extenuating circumstances which may include one (1) or more of the following: goal setting process, content and expectations, student attendance, extent to which curriculum, standards and assessment are aligned; and/or

3) Schedule monthly conferences focused on improving student growth to include one (1) or more of the following topics: student growth goal

~~revisions, refinement and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation; and/or~~

~~4) Create and implement a professional development plan to address student growth areas; and/or~~

~~5) Return to the comprehensive evaluation if principal determines it is the appropriate evaluation cycle.~~

~~j. In addition, the teacher and evaluator can access and consult on how to use up to \$500 of the improvement fund (as detailed in Article II, Section C, 21).~~

~~k. A district-determined low student growth rating based on summative assessments will not impact a teacher's overall Summative Performance Rating as determined by the evaluator.~~

~~l. The District Determined Growth Score shall remain confidential as a part of the evaluation system.~~

SECTION G: RESPONSE TO FINAL SUMMATIVE EVALUATIONS Comprehensive Evaluation:

1. Employees with Provisional Status

1. Any second or third year certificated employee with provisional status, who has a comprehensive summative evaluation rating of Level 4 – Distinguished may be converted to continuing status.
2. Certificated employees with provisional status, whose final summative evaluation rating fails to meet the performance expectation/schedule as identified in Definitions, Section C, of this Article, will not have their contracts renewed.
3. A rating of one (1) on any single criterion will require may result in non-renewal ~~of a provisional certificated employee to be non-renewed.~~

2. Employees with Continuing Status

- a. To be considered for Career Ladder positions, a certificated employee, in addition to meeting position specific criteria, must have a comprehensive summative performance evaluation rating of Distinguished. Classroom teachers must have a student growth impact rating equal to Average or High; or have a comprehensive summative performance evaluation rating of Proficient and a student growth impact rating equal to High.

b. When an employee with continuing status receives a comprehensive summative evaluation rating of Level 2 (Basic) for the first time in the most recent consecutive three-year time period:

- i. The employee, and the evaluator must collaboratively create a Professional Growth Support Document using the template included in the appendices of this contract.
- ii. The Professional Growth Support Document will identify appropriate, specific supports, which address the specific concerns identified in the comprehensive summative evaluation.
- iii. A Consulting Teacher will be assigned to support the employee.

The specific supports identified may include, but are not limited to the following menu of available supports:

~~a) Request the support of an Evaluation Support Consulting Teacher (ESCT), if Evaluation Support Team's capacity allows~~

a) Professional development sessions focused on areas needing support

b) PLCs focused on areas needing support

c) Other building-level supports as available (peers, CLTs, teams, coaches)

d) A targeted support fund of up to \$500, which will be under the guidance of the employee's evaluation. Funds may be used for items such as additional one-to-one consultations with instructional coaches and/or school-based mentor or master teachers; release time to plan collaboratively with a mentor or to observe exemplary practice; internal or external professional development offerings that are focused on areas identified in the employee's evaluation as in need of improvement; or for other expenditures approved by the evaluator.

c. The following comprehensive summative evaluation ratings, for employees with continuing status, mean an employee's work is not judged satisfactory:

i. Level 1 (Unsatisfactory); or

ii. Level 2 (Basic); if the certificated employee has continuing status with more than five (5) years of certificated experience and if the Level 2 (Basic) comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.

d. Certificated employees with continuing status, whose work is not judged satisfactory in their comprehensive summative evaluation, by the performance expectations established by RCW.28A.405.100:

i. Will be issued a Performance Improvement Plan (PIP) that identifies appropriate, specific supports that address the specific concerns identified in the comprehensive summative evaluation. This plan shall be reasonable and specific and will include the specific evaluative criteria that must be met, and the measures and benchmarks that will be used to determine the teacher's success or failure.

The specific supports identified may include, but are not limited to the following menu of available supports:

a) Professional development sessions focused on areas needing support

b) PLCs focused on areas needing support

c) A targeted support fund of up to \$500, which will be under the guidance of the employee's evaluator. Funds may be used for items such as additional one-to-one consultations with instructional coaches and/or school-based mentor or master teachers; release time to plan collaboratively with a mentor or to observe exemplary practice; internal or external professional development offerings that are focused on areas identified in the Performance Improvement Plan.

ii. Will be offered the support of a Consulting Teacher Evaluation Support
Consulting Teacher (ESCT)

iii. May be placed on probation.

e. When a continuing contract employee with continuing status and five (5) or more years of experience receives a comprehensive summative evaluation performance rating below level 2 for two consecutive years, the District shall, within ten (10) days of the completion of the second comprehensive summative evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

Focused Evaluation:

The score from the comprehensive evaluation is carried through the focused evaluation period for teachers who have completed the comprehensive evaluation and have received a level 3 Proficient or level 4 Distinguished, and have been moved to the focused evaluation cycle.

~~The final focused criterion/domain score will be considered the final summative score for focused evaluations and final summative evaluation rating.~~

~~1. Certificated employees with continuing status, who receive a focused final summative rating of Level 2 (Basic):~~

~~a. Will be moved to the comprehensive cycle~~

~~b. The evaluator is required to collaborate with the employee to identify appropriate, specific supports, which address the specific concerns identified in the focused summative evaluation.~~

~~c. The employee may request that the evaluator create, collaboratively with the employee, a Professional Growth Support Document to formally identify supports and access additional district-level supports, using the template included in the appendices of this contract.~~

~~d. The specific supports identified may include, but are not limited to the following menu of available supports:~~

~~i. Informal Supports~~

~~a) Professional development sessions focused on areas needing support~~

~~b) Building-level supports as available (peers, teams, coaches~~

~~ii. Formal Supports (available only with Professional Growth Support Document)~~

~~a) All informal supports above~~

~~b) Request the Support of an Evaluation Support Consulting Teacher (ESCT), if Evaluation Support Team's capacity allows~~

~~2. Certificated employees with continuing status, who receive a focused final summative rating of Level 1 (Unsatisfactory):~~

~~a. Will be moved to a comprehensive cycle.~~

~~b. The evaluator and employee are required to collaborate to create a Professional Growth Support Document, using the template included in the appendices of this contract that identifies appropriate, specific supports to address the specific concerns identified in the focused summative evaluation, before November 15.~~

~~The specific supports identified may include, but are not limited to the following menu of available supports:~~

- i. Professional development sessions focused on areas needing support
- ii. Other building-level supports as available (peers, teams, coaches)
- iii. A targeted support fund of up to \$500 that will be under the guidance of the employee's evaluator. Funds may be used for items such as additional one-to-one consultations with instructional coaches and/or school-based mentor or master teachers; release time to plan collaboratively with a mentor or to observe exemplary practice; internal or external professional development offerings that are focused on areas identified in the Professional Growth Support Document

c. Will be offered the support of an ~~Evaluation Support Consulting Teacher~~ Consulting Teacher.

SECTION H: CERTIFICATED EMPLOYEES RETURNED TO A COMPREHENSIVE EVALUATION

1. Every four (4) years every certificated employee with continuing status must receive a Comprehensive Summative Evaluation.
2. A certificated employee may be transferred from a focused evaluation to a comprehensive summative evaluation for the following school year, at any time, under the following conditions:
 - a. At the request of the certificated employee
 - b. At the direction of the certificated employee's evaluator
 - e.g. An employee has a change of assignment (different subject, grade level, or building) and an administrator chooses to move the employee to support the employee in their new assignment
 - c. If the employee received a Final Summative Evaluation Rating of Level 1 or Level 2 in the prior school year. (See Response to Final Summative Evaluation Section G of this Article)
 - d. If the certificated teacher receives a "Low" TPEP Student Growth Impact Rating.
3. A certificated employee may be transferred from a focused evaluation to a comprehensive summative evaluation within a given school year prior to December 15 February 15th.
 - a. If the evaluator identifies areas of concern beyond the focused criterion/domain, or if the certificated employee's performance is consistently below proficiency in that criterion/domain, the evaluator will notify the certificated employee that they are being returned to a comprehensive evaluation.
 - b. If the reason for the return to a Comprehensive Evaluation is due to performance concerns, the evaluator must cite the components of the criterion/domain that are of concern along with evidence that supports cited concerns.

4. The decision to move an employee to a Comprehensive Evaluation is not grievable, but a meeting of the employee, his/her SEA representative, the evaluator and the SPS Executive Director of Schools may be called by the employee to discuss the reasons for the change.
5. Certificated employees who are moved to a Comprehensive Evaluation may be provided with a Professional Growth Support Document.

SECTION I: THE EVALUATION SUPPORT CONSULTING TEACHER (ESCT) PROGRAM

ESCTs provide individualized instructional support to teachers who have received either a Professional Growth Support Document or Plan of Improvement (PIP) as a result of the evaluation process. The partnership between the ESCT and the teacher is confidential and guided by the areas of concern identified in either the Professional Growth Support Document or Performance Improvement Plan. ESCTs visit participating teachers' classroom, collaboratively generate strategies to address the areas of concern outlined in the plan, and facilitate reflective conversations around instructional growth and student learning.

1. The Evaluation Support Consulting Teacher program offers resources within the school system to help experienced teachers who are having serious difficulties in the performance of their professional duties. In close cooperation with the building principal, the Evaluation Support Consulting Teacher offers support, and monitors progress of each intervention participant to identify next steps toward the criteria detailed in the Professional Growth Support Document or Plan of Improvement (PIP). Other school system personnel assist in the program when requested by the Consulting Teacher.
2. The following aspects of the Evaluation Support Consulting Teacher Program demonstrate the relationships between and interaction among various team members.
 - a. When a certificated employee qualifies to receive the support of an ESCT as a result of the evaluation process, the evaluator will inform the certificated employee identified for intervention that an ESCT will be contacting them to offer support.
 - b. After a certificated employee has been informed by their evaluator that they qualify for ESCT support, the ESCT will contact the participating certificated employee and arrange to meet with them individually to discuss the intervention process, the parameters of the program, and the types of available support.
 - c. Following the initial contact meeting between the participating certificated employee and the ESCT, the ESCT will meet with both the building principal or program manager and the participating certificated employee to review the draft version of the Professional Growth Support Document or Plan of Improvement (PIP) created by the evaluator. The building principal or program manager will identify problems and offer suggestions for improvement.
 - d. The ESCT will visit the participating certificated employee's workplace to collect data to share with the certificated employee to inform reflective conversations and develop next steps.

e. During the participant's involvement in the Evaluation Support Program, various developmental strategies may be employed. The ESCT will frequently visit the participant's classroom, having both pre and post reflective conversations as often as practical. ESCTs will not be present when an evaluator is performing a formal observation.

f. The ESCT will collaborate with subject area consultants and/or other specialists as necessary. The participant may also request assistance from such specialists.

g. The ESCT will attend pre and/or post conferences between the building principal and participating certificated employee as scheduling permits. The ESCT will help to clarify the evaluator's expectations and suggestions by asking questions and/or reframing them for the participating certificated employee. The ESCT may also suggest additional strategies as appropriate.

h. During the intervention process, the building principal may communicate with the ESCT as regularly as necessary regarding the goals and areas being worked on with the participant. The building principal may also share concerns, strategies, and specific areas of focus with the ESCT.

i. The ESCT may communicate with the building principal regarding the goals and areas being worked on with the participant as often as needed. The ESCT is not part of the evaluation process, and will not share evaluative feedback with the building principal under any circumstances.

j. Evaluation of the participating certificated employee will follow the agreed-upon timelines in the Performance Improvement Plan and will be the responsibility of the principal or program manager.

k. Certificated employees who successfully complete their Professional Growth Support Document or Performance Improvement Plan may receive continued ESCT support as program capacity allows.

3. The district will employ four ESCT FTE. If the number of certificated employees in the district rises above 3,700 or below 2,300, the district and the SEA will reopen negotiations to discuss if FTE should be raised or lowered for the following year.

Section J : Consulting Teacher Program

In the 2018-2019 school year, The Evaluation Support Consulting Teacher Program and the Staff, Training, Assistance, and Reflection (STAR) Program will be renamed as the Consulting Teacher (CT) program.

I. Consulting Teacher (CT) Role

A. Overview: CTs have two distinct functions within the SPS Professional Growth & Educator Support System (PGES).

1. Mentoring and Coaching Role :

- a. CTs provide individualized coaching and instructional support to new to profession teachers as well as those teachers with continuing status who have received either a Professional Growth Support Document (PGSD) or Plan of Improvement (PIP) as a result of the evaluation process.
- b. In the mentoring/coaching role, CTs perform regular classroom visits to collect formative data, collaborate with the participating teacher to generate strategies to address next steps based on growth towards either the SPS focus components or components of concern, and facilitate reflective conversations around instructional growth and student learning.

2. Assessment Role

CTs will perform at least two Data Collection Observations to inform the final CT recommendation.

- a. The evidence collected during Data Collection Observations will be used in the writing of the CT Data Reports as well as the CT Mid-Year and Summative Assessments. CT Assessments will be shared with the PAR panel in an anonymous form using only grade level, content area, and context identifiers (no teacher or building names will be included).
- b. The final recommendations from the CT Summative Assessment are only shared with the administrator after the administrator has submitted their final summative evaluation. The CT will not share evaluative feedback with the building evaluator - In the relationship with the building evaluator, the Consulting Teacher is only discussing target standards, support provided (time, topics, task), and available resources. The building evaluator may share input with the CT at any time

3. Caseloads for Consulting Teachers

1. The PAR Panel will differentiate services as needed and work to achieve a caseload ratio of 1:15.

A. Consulting Teacher Selection, Process, and Program Review

1. Consulting Teacher Selection Criteria

- i. Demonstrates strong professional practice and knowledge of instruction. Any new Consulting Teacher must meet the same eligibility criteria for career ladder positions.
- ii. Demonstrates the ability to work successfully with racially, culturally and linguistically different groups.
- iii. Demonstrates talent in written and oral communications.
- iv. Demonstrates leadership ability or potential within the profession.

- v. Demonstrates ability to work cooperatively and effectively with other professional staff members.
- vi. Has extensive knowledge of a variety of classroom management and instructional techniques that support culturally responsive learning and teaching environments.
- vii. Demonstrates knowledge of adult learning and mentoring principles.
- viii. Has taught for at least five (5) years, with at least two (2) years of teaching within Seattle Public Schools.

2. Consulting Teacher Selection Process

- i. There is an application form specifically for the position of Consulting Teacher. As positions become available they will be posted throughout SPS with an application deadline. In addition to submitting a properly completed application form, each applicant is required to submit current references from the following individuals:
 - a) A reference from their building principal or immediate supervisor if the teacher is not assigned to a school or building.
 - b) A reference from a Seattle Education Association representative.
 - c) References from two other teachers from their building or program if the teacher is not assigned a school building
- ii. Those who are selected will:
 - a) Upon assignment, work as full-time consulting teachers. Generally, assignments will be for the school year and will not continue for more than five (5) years. Once an individual has served as a consulting teacher, the individual may reapply to be a mentor teacher after returning to their regular duties as a classroom teacher for a period of three (3) years.
 - b) Supplemental contracts held by mentor teachers before assignment to the Consulting Teacher Program will be ended upon assignment and payment will be prorated if the services under the contract have begun.
 - c) Upon assignment to the program, consulting teachers will receive a supplemental contract for services as an assigned consulting teacher. Partial years will be prorated. Consulting teachers will work a 185-day year and are compensated for additional work assigned.

3. Consulting Teacher Tenure

- 1. The intention the Consulting Teacher Program is to provide mentoring/coaching and assessment from a peer, and for this to happen it is essential that CTs are close to

recent classroom practice. For this reason, the Consulting Teacher role is not intended to be a long-term position.

However, mentoring/coaching is also a complex and acquired skill, and it benefits our clients, and the CTs themselves, to have the time to develop and apply this acquired skill.

Given these intentions:

- i. Consulting teachers may continue in their role for up to five (5) years (dependent on program need).
 - ii. Teachers must return to the classroom for at least Three (3) years before being eligible to reapply to be a Consulting Teacher
2. During the initial three years of rolling out of the new Professional Growth and Educator Support System, it will be essential that there is stability in the Consulting Teacher Program. For this reason, SPS and SEA have agreed:
- i. The tenure of all current STAR Consulting Teachers be extended for up to three additional years—beyond the remaining balance their original tenure—up to a maximum of five (5) years total.

This will allow for a tiered transition beginning in 2020-21 as new Consulting Teachers are hired (see table below for example scenarios).

<u>Number of Years as STAR CT</u>	<u>Years of Service Remaining (Given 3-year Addition)</u>	<u>Likely Transition Year</u>
<u>1 or 2</u>	<u>5 years</u>	<u>2022-23</u>
<u>3</u>	<u>4 Years</u>	<u>2021-22</u>
<u>4+</u>	<u>3 Years</u>	<u>2020-21</u>

- ii. The tenure of all current Evaluation Support Consulting Teachers be set at Five (5) years beginning in the 2018-2019 school year.
- iii. During the 2020-2021 school year, the PG&E Committee will revisit and revise the transition plan for the Consulting Teacher Program—based on the makeup of the CT team that time—to ensure program continuity and prevent there from being any year in which disproportionate number of CTs exit simultaneously. This will help to set up a sustainable cyclical pattern of CT hiring moving forward.

4. Consulting Teacher Program Review

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

SECTION K: STANDARD PROCESS OF PROBATION FOR CERTIFICATED EMPLOYEES

1. The Superintendent may, at any time after October 15, place a contracted certificated employee on probation if his/her performance is judged to be unsatisfactory based on the appropriate Evaluation Criteria and at least two (2) observations prior to winter break.
2. A certificated employee's work is not judged satisfactory, and therefore shall be placed on probation, when he/she is rated:
 - a. Level 1 (Unsatisfactory); or
 - b. Level 2 (Basic); if the certificated employee is a continuing contract employee under RCW 28A.405.210 with more than five (5) years of certificated experience and if the level 2 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.
3. Prior to the Superintendent placing any employee on probation, the evaluator must complete an Evaluation Form (~~Appendix N~~) in eVAL by no later than January 15th. ~~A copy of the Evaluation Form will be provided to the employee~~
4. A mid-year evaluation rating of 2-Basic shall not constitute a second Basic comprehensive summative evaluation performance rating under paragraph 2 above.
5. A mid-year evaluation rating of 1-Unsatisfactory may lead to PIP and probation in the same year provided that:
 - a. Evaluation ratings from previous years shall be considered in the PIP/probation decision; and,
 - b. Reasonable notice and opportunity to improve have been provided to the employee in the current year.
6. Any employee who is to be placed on probation will be notified in writing by the Superintendent. 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.

7. At the beginning of probation the certificated employee will be provided with a draft of the specific and reasonable program (including the specific components of concern within the criterion/domain) for improvement pursuant to RCW 28A.405.100. The employee will meet with the principal/supervisor within five (5) work days following the receipt of the draft plan for the purpose of discussing and providing input to the plan. The principal/program manager has the responsibility to complete the final plan. The principal/program manager will provide the employee with the final plan within five (5) work days after that meeting. Any objection to the plan will be made at the time the final plan is provided to the employee. If there is a disagreement, an SEA representative will collaborate with a designee of the Superintendent to develop the parts of the plan in question.

8. During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.

9. The probationer must be removed from probation if he/she has demonstrated improvement to the satisfaction of the principal/program manager in those areas specifically detailed in his/her initial notice of deficiency and subsequently detailed in his/her plan of improvement.

10. Upon recommendation of the evaluator, the Superintendent must remove the employee from probationary status if a satisfactory performance improvement has been observed and documented.

11. Non-renewal of any employee's contract will be accomplished in accordance with the procedures established by applicable law.

12. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th, of less than level 2 (RCW 28A.405.100).

SECTION K: GRIEVANCES

1. Procedural Disputes:

3. 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:

- a. All other disputes (including findings made and conclusions reached by the evaluator) will not be subject to the grievance provisions in Article X, except that continuing contract employees with performance judged to be Proficient or Distinguished and provisional employees who have met the performance schedule on the annual performance evaluation form (Appendix N) 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. PAR Panel recommendations will not be subject to grievance procedure.

c. CT findings will not be subject to the grievance procedure.

d. Any employee who remains dissatisfied with the results of this review will have the right to remove the annual performance evaluation form (Appendix N) 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

Special Education

1. In the case of unfilled positions, staff who are assigned case management for students not on their caseloads will have those students counted for purposes of determining overage pay. Such students will be weighted according to the ratio of their identified service placement. (New Article IX F.1.d)
2. Special education certificated staff will receive overage from the date on which the overage first occurs. Overage necessitating FTE changes will be implemented quarterly unless existing part-time staff in the school or building wish to increase their FTE, in which case the change will be made on a monthly basis. (new Article IX. F. 1. c)
3. Special Education Instructional Assistants' priority is to meet the needs of students with IEPs. Schools will not regularly assign Special Education Instructional Assistants as the primary supervisor of general education-only students. Special Education Instructional Assistants may also support General Education-only students during the normal course of their supervision of students with special needs. (add to Cert CBA IX.F.3; add to Para CBA IV.C)
4. Modify Cert CBA Article IX.F.3.g: "In addition, certificated Special Education employees, including clinical ESA staff, who are responsible for preparing IEP's and special education evaluations are entitled to a \$2500 annual prorated stipend, paid in two installments, ~~thirty (30) additional hours paid at per diem, in recognition of the workload associated with preparing and completing IEPs and special education evaluations~~, meeting compliance requirements, and supervising students as required by the IEP. ~~for the purpose of preparing IEP's.~~ To access this payment the employee must be current in their responsibility for IEP preparation and completion. In addition, when a Special Education ~~teacher~~ Case Manager goes above and beyond the recognized service caseload they will receive additional compensation of \$75 per IEP."
5. Increase pay for SPS ASL Interpreters to be competitive. MOU
6. Modify Cert CBA IX.F as follows to set teaming expectation for Satellite as well as Continuum Schools:
 - 3) ~~In a continuum~~ School Special Education teams consist of Special Education teachers, Special Education Paraeducators, ESAs and building administrators. School Special Education teams will work as a collaborative team to plan and provide services and may flexibly determine staffing for certificated and classified staff based on student needs. Special Education Paraprofessionals will maintain their current primary classroom assignment with flexibility to support inclusion of Special Education students and/or grouping of Special Education students outside of and between Special Education classrooms.
7. Starting in 2018-19, the Special Education department shall allocate a Team Lead stipend for up to 25 designated Elementary Schools which have a Resource room and two or more intensive service models and a high number of IEPs. (New Article IX.F.3.j)
8. MOU: SPS will create and provide additional training to a pool of Special Educational Instructional Assistants to be deployed to meet urgent needs as determined by the Special Education Relief Fund Committee. Instructional Assistants who volunteer and are selected for this pool can expect that their assignment may change frequently. Instructional Assistants in this pool will be paid a 6% premium.
9. Add new Article IX.F.3.e: Certificated Special Education staff will have access to a fund of up to \$50,000 for the purpose of professional development.
10. Modify Article IX.F.3.i: "All employees involved in the special education student riser process (including visiting schools, participating in meetings, and transfer of files) will be paid at their workshop hourly rate for any time beyond their contractual day. The Special Education Department will fund up to two days of release, per teacher of intensive students, in support of the riser process. Teacher submits request for release time to Principal and Special Education Department. "
11. Set pre-K medically fragile ratio same as K-12 medically fragile ratio (6:1:2)

Effective Onboarding

1. MOU: The parties recognize the critical need for training for Paraprofessionals working in Special Education settings. The District, in coordination with appropriate SEA Committees, will begin developing intensive trainings with the goal of beginning to offer such training in the Spring of 2018-19.

Policy recommendations or Special Education Joint Labor Management topics:

1. Create a pre K joint labor management subcommittee
2. Create a Deaf and Hard of Hearing joint labor management subcommittee

MOU: The parties agree to collaboratively work through the Special Education Joint Labor Management Committee to examine the complexity of serving moderate to intensive student IEP needs in the secondary Focus/Service Model 2 pathway in 2018-19. For SY 2018-19, the District will allocate the equivalent of an additional twenty (20) instructional assistants to secondary SM2 classrooms (initially staffed at 9:1:1) in recognition of a continuum of student needs in secondary moderate to intensive settings. These IAs will be assigned no later than October 1.

MOU on ASL interpreters

The memorandum of understanding confirms that the District has determined that the Certified Sign Language Interpreter classification, currently placed on the Paraprofessional Salary Schedule PA3, level 22, has been reclassified to Paraprofessional Salary Schedule, PA5, level 22. This schedule change modifies the annual assignment from 203 days per year to 204 days per year, and increases the work hours from seven (7) hours per day to eight (8) hours per day. This classification change is effective for the 2018-2019 school year.

Signed.....

Transfers & Contracts

1. Voluntary transfers:
 - b. For building based positions, voluntary transfers end on August 1 of each year, unless the two principals waive the deadline.
 - c. Building based staff hired to central office positions after August 1st may not transfer to the central office until the building-based assignment is staffed. If the building-based assignment is not filled, the transfer will be effective by no later than 60 days after the hire date. At any time, the principal may waive these requirements and allow the transfer even if the position is unfilled. Stipends will be paid retroactively to the original hire date..
2. Types of Employee Contracts
 - a. Modify Article IV, section B, (1) to read:
 - i. Contracts are presumed accepted by the employee after fourteen (14) days after issuance, unless other arrangements have been made with the Assistant Superintendent of Human Resources.
 - ii. Employees may resign their contract through July 1. Thereafter, the employee may only be released from contract by the SPS Board of Directors.

Article V – Substitutes

1. Change definition of long term sub: d. Long-Term Substitutes: A substitute who remains in a single assignment of forty-five (45) days or more consecutive work days.
2. When open substitute assignments are reasonably expected to last forty-five (45) days or more, the substitute shall be placed and staffed in the position on contract, with contract pay, healthcare and welfare benefits and retirement.
3. After forty-five (45) consecutive work days in the same assignment or after working 45 consecutive days in a school, daily certificated/classified substitutes shall be eligible for medical, dental, and vision benefits.
4. Healthcare benefit eligibility starts after 45 days for continuous assignment.
 - a. SPS will make a good faith effort to anticipate when assignments are likely to reach 45 days and begin healthcare eligibility upon that determination.
 - b. A continuous assignment can either be a single assignment or multiple assignments in the same school. covered above
 - c. A 1:1 assignment of a parapro to a student will be considered continuous regardless of any change in school that may occur. so long as the paraprofessional stays in the same assignment with the same student.
 - d. Substitutes selected for a “hard to fill” pool will be considered to be in a continuous assignment.
 - e. Substitutes will be informed of the eligibility requirements for qualifying for healthcare benefits and are encouraged to indicate their interest in qualifying for healthcare coverage to the Substitute Office. *not contract language -- this can be put in the sub handbook, and subs referred to the website for eligibility information. Monica already keeps a file for staff interested in longer term assignments.*
5. Substitutes on Medicare may purchase dental, vision and other supplemental coverage.
6. SPS may designate a pool of certificated and classified substitutes who agree to be assigned to “hard to fill” positions.

7. Orientation and Training:

SEA and SPS, through the substitute professional development committee will collaborate to design effective onboarding for substitutes, and to develop and plan professional development, training, and orientation of substitutes aligned to District goals and address racial equity, including the:

- a. Summer paid professional development day for substitutes (from the current \$40K)
 - b. Half day paid orientation training for new substitutes (new cost). A one-hour training will be jointly developed and launched by October 1, 2018.
8. Senior subs have 48 hours to fill a job; after that job made generally available:
Art V .1.a. First priority shall mean that any position posted more than 48 hours in advance of the job start time will be open only to senior substitutes ~~only~~ for a period of 48 hours with the exception that positions jointly designated as hard to fill by SEA and SPS will be open to all substitutes upon posting. All jobs are open to all substitutes in the last 48 hours before a job begins.
9. Subs may be interviewed in Phase 1 at request of hiring team

Article V.8

Substitutes may participate in the hiring process described in Article VIII, Staffing. Substitutes will be given consideration over outside candidates for all certificated positions in their categories. Consideration means that all qualified substitute applicants will be forwarded to the hiring teams and the most qualified substitute applicant, as deemed by the hiring team, may be one of the two internal applicants. Additionally, at the request of the hiring team, a qualified substitute may be interviewed during Phase 1.

Article VIII.B.1

Phase I

Vacant certificated positions will be advertised and available only for SPS certificated staff with contracts, including displaced staff, in order to allow for transfer opportunities. At the request of the hiring team, qualified substitutes may be interviewed during Phase 1. Positions in critical shortage areas where there are no displaced teachers will be identified by SPS and SEA for advertising as Phase 3 vacancies, open to all applicants

10. Align the Para and SAEOP contracts regarding sick leave accrual in long term assignments with the Certificated contract
11. Daily substitutes who work 90 days or more in a school year will be credited with sick leave accrual at the rate of 1 day per 20 for the year.
12. LOA Value statement on SEBB and funding, expanding pathways to healthcare, assisting employees in accessing those pathways, valuing our partnership with substitutes

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 Washington Library Media Association's annual conference and other annual meetings of professional organizations under the provisions of Article VI, A.12 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. Each elementary librarian must be allotted time beyond planning and passing time, each week in each school to which they are assigned, to perform duties necessary to maintain the school or schools' library collection and resources.
6. 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 center. Librarians shall not provide a substantial amount of PCP time, (not more than ½ their time) during their librarian assignment if staffed at 1.0 FTE. Those working a .5 FTE assignment will not be required to do PCP.
 - b. All library staff is directly responsible to the Librarian.
7. Five (5) additional days per school, 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.
8. SEA and SPS agree to establish a committee of staff and parents to explore and make recommendations on how funding of libraries and librarians could be distributed equitably throughout the district.

The Joint Dual Language/Immersion Committee MOU

MOU to create the Joint Dual Language/Immersion Program Committee will be a collaborative team of SPS and SEA members who discuss and design Dual Language/Immersion Program specific professional development for both certificated and classified staff; explore recruitment and retention efforts for highly qualified bilingual/biliterate staff; track student data across SPS Dual Language/Immersion Programs to monitor program needs and recommend adjustments as needed, consistent with the CAL principles, provide guidance and support for Dual Language/Immersion Program effectiveness and best practices across SPS.

- a. The Joint Dual Language/Immersion Program Committee will consist of an SEA member from each school, and 3 SPS staff. The committee meeting agendas will be jointly decided by SEA and SPS representatives and committee progress will be monitored by both SEA and SPS leadership.”**

Memorandum of Understanding

The Seattle Education Association and the Seattle Public Schools acknowledge and agree that they have reached a tentative agreement on August 31, 2018, on the terms and conditions for the 2018-2019 Collective Bargaining Agreement. In recognition that the 2015-2018 Collective Bargaining Agreement expired on August 31, 2018, the parties agree to mutually extend all terms and conditions of the 2015-2018 Collective Bargaining Agreement through the close of business September 9, 2018.

Joint Committee on highest needs schools and students

1. SEA and SPS agree to partner to create a Joint Committee that will explore how to best support the highest need schools and students. The committee will identify high leverage strategies learned from Community Schools, Restorative Justice, the African American Male Advisory Committee, Flight Schools and other research based school transformation efforts. This committee will convene no later than 90 days after the ratification of this contract and will prepare recommendations to be shared with the SEA/SPS Partnership Committee and the Superintendent before the conclusion of the 2019-2020 school year.
2. The concepts of Level 1 and Intervention Schools are no longer applicable and will be removed from all sections of the CBA.

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

SECTION A: LENGTH OF SCHOOL WORKDAY

4. ~~Elementary School Day. The elementary contractual day remains a seven and one-half (7.5) hour workday. The standard working day in the building or on site for elementary classroom teachers and non-teaching certificated non-supervisory employees shall be seven and one-half hours (7.5) hours inclusive of the thirty (30) minutes before the beginning of the student day and the thirty (30) minute duty-free lunch period, and shall include Preparation-Conference-Planning (PCP) time during the student day, as well as a period of twenty (20) to thirty (30) minutes after the student day in order to bring the total contractual work time to seven (7) hours. Additionally, thirty (30) minutes of teacher self-directed time shall be worked either preceding or following the prescribed working hours bringing the total working day to seven and one-half (7.5) hours. The PCP time shall not be scheduled during the thirty (30) minutes preceding the student day or during the contractual time following the student day.~~

~~The staff at each school, through the BLT decision making process, will determine when the additional one-half (1/2) hour will be added to the schedule. Individual staff members may discuss with the principal exceptions that could help accommodate their needs.~~

~~Beginning in 2017-18, The elementary contractual day will remain a seven and one-half (7.5) hour workday. The standard working day in the building or on site for elementary classroom teachers and non-teaching certificated non-supervisory employees shall be seven and one-half (7.5) hours inclusive of the thirty (30) minutes before the beginning of the student day and the thirty (30) minute duty-free lunch period, and shall include Preparation-Conference-Planning (PCP) time during the student day, as well as a period of thirty (30) minutes after the student day in order to bring the total contractual work time to seven and one-half (7.5) hours. The PCP time shall not be scheduled during the thirty (30) minutes preceding the student day or during the contractual time following the student day.~~

2. ~~K-8 School Day. Beginning in 2017-18, a~~ All K-8s will follow the elementary school schedule with equivalent student instructional minutes and equivalent staff work hours for elementary and middle school staff working at K-8 sites. PCP minutes will be assigned according to the elementary and middle school schedules, as referenced in Article IX, Section E (elementary) and Article IX, Section C (middle school/high school).
3. ~~Secondary School Day. The standard working day in the building or on site for secondary classroom teachers and non-teaching certificated non-supervisory employees shall be seven and one-half (7½) hours inclusive of the thirty (30) minutes before the beginning of the student day and the thirty (30) minute duty-free lunch period, and shall include PCP time, as well as the thirty (30) minutes after the student day in order to bring the total contractual work time to seven and one-half (7 ½) hours. 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.~~

~~Beginning in 2017-18, the standard working day in the building or on site for secondary classroom teachers and non-teaching certificated non-supervisory employees shall be seven and one-half (7.5) hours inclusive of the twenty (20) minutes before the beginning of the student day and the thirty (30) minute duty-free lunch period, and shall include PCP time, as well as the twenty (20) minutes after the student day in order to bring the total contractual work time to seven and one-half (7.5) hours. 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.~~

4. These standard elementary, K-8, and secondary 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. This includes schools that staff

certain individuals related to specialized job titles to assist with an extended learning day for students. All employees in these positions must agree on the altered schedule.

5. K-12 Collaboration Time. ~~Beginning in 2017-18, the~~ The District will schedule one ~~sixty (60)~~ seventy-five 75 minute late arrival or early dismissal per week for the purpose of providing professional collaborative time, common planning time, and technological proficiency. Late arrival or early dismissal will be determined by SPS with input from SEA Executive Board. ~~Common planning time, collaboration time, and tech time will be determined using interest-based bargaining, as described by the school day MOU and Article IX, Section P.~~
 - ~~a. Schools may designate no more than one early release/late arrival per month for common planning. All remaining early release/late arrival days are designated and reserved as collaboration days as set forth in this Agreement in Article IX, Section P.~~
 - b. Early release will occur every Wednesday except for the first week of school.
 - c. Common Planning Time is teacher-directed time for educators to plan and prepare together with colleagues.
 - d. Starting in 2019-20, the first early release day of each month will be for common planning time scheduled so as to allow "job alike" collaboration with colleagues across the District. There will be ten such early releases in the 2018-19 school year. Schools, with input from their BLTs, must establish a plan to ensure SAEOPs, Paraprofessionals, and other staff are able to attend out-of-building PD on job-alike days. Upon SAEOP and Parapro notification to principals of job-alike PD plans they will be released to attend, in accordance with this plan.
 - e. Starting in 2019-20, the second early release day of each month will be for Collaboration Time. There will be ten such early release days in 2018-19. Collaboration time will be focused on student achievement and aligned with the SPS Strategic Plan. Certificated employees will be expected to meet in small or large groups that will focus on areas that include, but are not limited to: discussing instructional practices and meeting academic standards; sharing student and/or class dilemmas; collectively assessing student work; generating student growth objectives and discussing progress toward meeting them; collaborating around special education and ELL services; analyzing student data; further developing cultural competency; discussing current research and/or professionally-relevant books; and participating in Critical Friend Groups.
 - f. Eight of the remaining early releases will be for building determined professional development (see Article xxx)
 - g. Eight of the remaining early releases will be for common planning time dedicated to eliminating opportunity gaps. Educators will collaboratively analyze disproportionality within their grade level, department or school. Disproportionality could be related to academics, access to advanced learning or enrichment opportunities, over-identification of students of color in SPED, disproportionality in discipline etc. Educators will work together to analyze individual, institutional and structural racism that may be contributing to the school wide disproportionality and make plans to redesign instruction or supports/interventions that will address disproportionality.
 - h. For SAEOPs and Paraprofessionals, decisions about how to use early release time on days other than job alike days will be made in collaboration between the building principal and classified staff and may include participating in school-based professional development or collaboration, as well as attending to other duties that are associated with their positions.
 - i.
6. ~~24 Credit Reopener: Upon thirty (30) day notice by the District, to be given no later than April 30, 2016, the District and the SEA agree to meet for the purpose of negotiating the 2017-18 school year implementation of the 24 credit requirement set forth by the Washington State Board of Education as described in WAC 180.51.068.~~
7. 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; and no more than two meetings per month may be used primarily for business or professional development. One building scheduled faculty meeting will be allocated each year to allow staff to work on Safe Schools. Other meetings will be used for teacher-directed collaboration time or for Professional Learning Communities (PLC) pursuant to site-based decision-making process, and consistent with the CSIP and school's efforts to ensure equity in discipline, learning and opportunity for all students, for individual teacher planning time, teacher-directed collaboration time, PLCs, Safe Schools requirements, or a combination.
- b.
- c. Employees with compensated special or supplemental assignments shall increase their workday on or off the site to fulfill their supplemental responsibilities.
- d. Employees will not be required to meet during their preparation time during the student day without twenty-four hours' notice.
- e. Because of technology tools deployed by the District, parents have an expectation of access to classroom information. Facilitated by the BLT and using the site-based decision making process, schools will determine what is acceptable practice and workload for employees to communicate to parents.
8. 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. These employees may flex their time when during the contractual year they are conducting professional development, training, or other work beyond their regular scheduled hours with prior approval from their immediate supervisor. No employee will be forced to work outside their contractual year without agreeing and being paid their daily rate.
9. 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.
10. 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.
11. 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.
12. Employees may work with their principal/supervisor to schedule flexible hours to accommodate family and/or personal needs so long as: 1) there is no impact to the student day, instructional time, or program services; 2) the employee arrives at least ten (10) minutes prior to the start of

the student day; and 3) there are no additional costs for the building or for SPS. The principal/supervisor has sole discretion in determining whether the flexible schedule meets the above requirements. If a flexible schedule has been approved and the principal/supervisor later determines that the flexible schedule no longer meets the above requirements, he/she may require the employee to meet the building's regular schedule.

13. Executive Directors of Schools will work with buildings to establish best practices regarding parent visitations and emails. These district best practices will be communicated to families each year. BLTs may request a meeting with the area Executive Director to discuss issues concerning the workload associated with parent/guardian communication that the building believes is excessive. The area Executive Director will develop a plan with the staff that will ensure that teachers get to focus on teaching and learning. Individual employees may request that an administrator remind parents/guardians of the agreed upon best practices.

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 two (2) less than the average class size limits of those combined grade levels for a particular school. This does not 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 until they are proficient in three domains of the evaluation. Except for first year teachers, exceptions can be approved by the Executive Director of Schools.
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. Secondary teachers will not teach more than five (5) class periods per day without volunteering and being compensated for giving up their PCP time. To the extent possible, departments will balance the number of preparations between employees. Schools will avoid giving teachers new to the profession more than two different curriculum course preparations. An exception to this last rule may happen when the new employee is the only person in their job category at the school or when the number of preparations in any given department would cause the District to have to compensate an employee for extra preparation time.
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, Section D of this Contract. The employee shall keep a mileage report. The affected principals will agree to means for 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.

8. The SEA will be given advance notice of any new programs, initiatives, curriculum, or significant changes to existing programs. A workload analysis should be discussed in the Labor-Management Committee, prior to implementation in the SPS. The SEA will have the opportunity to discuss with the District all concerns regarding increased employee workload that may be created by implementation of programs or proposals. The Committee will be part of the labor/management meetings and both parties may bring representatives (e.g. teachers, principals, instructional assistants, office personnel, etc.) to discuss the impact. When professional development is involved, discussions will be in collaboration with the professional development steering committee. The proponent will give all affected parties (e.g. SEA, SPS, building staff) reasonable notice so that any issues can be resolved in a timely manner.

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 and elementary teachers assigned to K-8 schools shall have a minimum of ~~450~~ 160 minutes per week of PCP time within the employee workday. ~~for the 2015-16 and 2016-17 school years, increasing to a minimum of 165 minutes per week beginning in the 2017-18 school year.~~ 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 contractual time 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.
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. Preparation-Conference-Planning (PCP) teachers may be assigned on an itinerant basis, although the District recognizes that best practice has teachers assigned to one site.
5. Buildings may choose, by a 2/3 vote of the building's SEA represented staff who work in the building at least two days a week, to schedule extended blocks of PCP time on some days in exchange for no PCP time on other days so long as: 1) the scheduled PCP time meets the minimum weekly standard set forth above; 2) there is no loss of instructional time; 3) there is no impact to the number of daily class periods approved by the Superintendent's designee; and 4) there are no additional costs to either the building or SPS. Any building that chooses to provide extended blocks of PCP time must provide SEA and SPS a copy of its PCP schedule. A vote will need to be conducted yearly. When tabulating the vote count, abstentions are not counted as part of the vote; the yes votes must be 2/3 of the vote when totaling the yes and no votes together.
6. Due to the impact of early release days, elementary schools (and the elementary portion of K-8 schools) may adopt schedules according to their established building decision-making processes that do not necessarily provide that each teacher has a PCP period on each work day. [not new – this was agreed to in 2017 by SEA and SPS and approved by the SEA Rep Assembly]

SECTION E: ELEMENTARY SPECIALISTS

1. The SPS recognizes that specialists provide instruction at the elementary level which is beneficial to the instructional program.
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 and Elementary Specialists assigned to K-8 schools will be assigned no more than (40) sections per week to provide for the ~~450~~ 160 minutes per week ~~for the 2015-16 and 2016-17 school years, increasing to 165 minutes per week beginning in the 2017-18 school year,~~ 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.
4. 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. The specialists will be involved in the scheduling of classes and their PCP and the specialists and administrator should strive to achieve consensus.
5. Elementary Specialists will work with the principal to develop a schedule that includes a sufficient amount of passing time between classes.

SECTION P: ELEMENTARY AND K-8 COLLABORATION TIME

~~All elementary and K-8 employees will receive an additional hour per week of paid collaboration time that is focused on student achievement and aligned with the SPS Strategic Plan. Building staff will determine how best to schedule this additional collaboration time. Certificated employees will be expected to meet in small or large groups that will focus on areas that include, but are not limited to: discussing instructional practices and meeting academic standards; sharing student and/or class dilemmas; collectively assessing student work; generating student growth objectives and discussing progress toward meeting them; collaborating around special education and ELL services; analyzing student data; further developing cultural competency; discussing current research and/or professionally relevant books; and participating in Critical Friend Groups. The District recognizes employees as professionals and therefore will not require any written documentation regarding collaboration time, although certificated staff will communicate with building administration regarding collaboration time.~~

~~Beginning in 2017-18, one hour per week of paid collaboration time will be incorporated into the seven and one half (7.5) hour elementary and K-8 school day, and added into the secondary day. Non-supervisory certificated employees will receive an hour per week for work conducted outside of the regular workday as a result of collaboration time conducted within the existing work day. This time will be focused on student achievement and aligned with the SPS Strategic Plan. Certificated employees will be expected to meet in small or large groups that will focus on areas that include, but are not limited to: discussing instructional practices and meeting academic standards; sharing student and/or class dilemmas; collectively assessing student work; generating student growth objectives and discussing progress toward meeting them; collaborating around special education and ELL services; analyzing student data; further developing cultural competency; discussing current research and/or professionally relevant books; and participating in Critical Friend Groups. The District recognizes employees as professionals and therefore will not require any written documentation regarding collaboration time, although certificated staff will communicate with building administration regarding collaboration time.~~

~~Additionally, eight (8) hours of technology time will be available for all certificated non-supervisory staff in 2017-18. Technological training time will be made available for eight (8) one hour periods during the~~

~~school day—although technological training may occur at any time during the school year. A form confirming that training has been completed must be submitted to be paid. No more than eight (8) hours of technology time may be earned by any individual employee. If the 2016-17 Buildings, Technology and Academics/Athletics levy is rejected by the voters, the eight (8) hours of tech time described above will be converted to common planning time.~~