Collective Bargaining Agreement

between

Seattle Public Schools

and

Seattle Education Association

Certificated Non-Supervisory Employees

2019-2022

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Superintendent of Schools
Denise Juneau

In witness whereof, the parties hereto have executed this Agreement on this 8th day of 11, 2019.

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TABLE OF CONTENTS
2019-2022
SEA/SPS COLLECTIVE BARGAINING AGREEMENT

PREAMBLE		**1**
ARTICLE I: PURPOSE, RECOGNITION, AND TERMS OF AGREEMENT		**3**
SECTION A:	Purpose	3
SECTION B:	Status of the Agreements	3
SECTION C:	Duration	4
SECTION D:	Renegotiations	4
SECTION E:	Communication Rights & Privileges	6
SECTION F:	Contract Waivers	6
SECTION G:	Payroll Deductions	7
SECTION H:	SEA Security	8
ARTICLE II: PARTNERSHIP FOR ENSURING EDUCATIONAL AND RACIAL EQUITY		**10**
SECTION A:	Organizational Structure	10
SECTION B:	Decisions Regarding Use of Time for Professional Development & Decision Making	16
SECTION C:	Professional Development Steering Committee	17
SECTION D:	Professional Growth and Educator Support (PGES) Committee	21
SECTION E:	Creative Approach Schools	22
SECTION F:	The Assessment Committee	24
ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES		**25**
SECTION A:	Administration Responsibility and Authority	25
SECTION B:	Nondiscrimination Rights	25
SECTION C:	Representation Rights and Due Process	25
SECTION D:	Employee Personnel Files	26
SECTION E:	Academic Freedom	27
SECTION F:	Classroom Control	28
SECTION G:	Employee Protection	29
SECTION H:	Safety and Security	29
SECTION I:	No Reprisal for Disclosing Misdeeds	33
SECTION J:	Mediators	33
ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS		**34**
SECTION A:	Compensation	34
SECTION B:	Basic Employment Contracts & Employee Responsibilities	34
SECTION C:	Types of Employee Contracts	36
SECTION D:	Responsibility and Incentive Supplemental Contract	37
SECTION E:	Mandatory Extra Contractual Days	39
SECTION F:	Technology Learning Time	40
SECTION G:	Supplemental Contracts for Stipended Assignments	40
SECTION H:	Salary Schedule Placement	45
SECTION I:	Miscellaneous Salary Provisions	48
ARTICLE V: SUBSTITUTES		**51**
ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES		**55**
SECTION A:	Short Term Leaves	55
SECTION B:	Long Term Uncompensated Leaves	60
SECTION C:	Leave for SEA Officers	63

ARTICLE VII: EMPLOYEE BENEFITS & PROTECTION **65**

SECTION A: Group Insurance Provisions 65
SECTION B: Liability Coverage and Hold Harmless Provisions 66
SECTION C: Protection of Employees, Students and Property 66
SECTION D: Travel Allowances 68
SECTION E: Transportation of Students 68
SECTION F: Tax Sheltered Annuities 68
SECTION G: Transit Passes 68

ARTICLE VIII: STAFFING–QUALIFICATIONS-BASED HIRING FOR CERTIFICATED NON-SUPERVISORY EMPLOYEES **69**

SECTION A: Staffing Decisions 69
SECTION B: Three-Phase Staffing Process 69
SECTION C: Site-Based Hiring Process 71
SECTION D: Hiring Process for Certificated Non-Supervisory Personnel Other Than Teachers 73
SECTION E: Retention and Support for Educators of Color 74
SECTION F: Transfer and Mid-Year Transfers 74
SECTION G: Administrative Transfer Procedures 74
SECTION H: Special Staffing Issues at Schools Requiring SPS Intervention 76
SECTION I: Program Movement or Closure 76
SECTION J: Employees Covered Under Section 504 of the Rehabilitation Act of 1973 77
SECTION K: Affirmative Action 77

ARTICLE IX: WORKDAY, WORKLOAD, ASSIGNMENT AND SCHEDULING OF EMPLOYEES **78**

SECTION A: Length of Workday 78
SECTION B: Employee Load 80
SECTION C: Preparation-Conference-Planning Time 81
SECTION D: Class-Size & Staffing Ratios 82
SECTION E: Elementary Specialists 83
SECTION F: Special Education Staffing Ratios, Relief and Workload Issues 84
SECTION G: Covering Classes and Substitute Rebate and Reimbursement 92
SECTION H: School Facilities, Teaching Stations & Itinerant Workspace 93
SECTION I: Kindergarten Instruction 95
SECTION J: Bilingual Education 95
SECTION K: School Counselors & Social Workers 97
SECTION L: Educational Staff Associates (Audiologist, Assistive Technology, OT, PT, Psychologist, SLP) 98
SECTION M: School Libraries 100
SECTION N: World Languages 101
SECTION O: School Nurses 102
SECTION P: Career and Technical Education Chapter Advisors 103
SECTION Q: Assistive Technology 103
SECTION R: Dual Language Immersion 103
SECTION S: Adapted Physical Education 103

ARTICLE X: GRIEVANCE PROCEDURE **104**

SECTION A: Purpose 104
SECTION B: Definitions 104
SECTION C: Initial Grievance Provisions 104
SECTION D: Grievance Procedure 105
SECTION E: Expedited Arbitration 106
SECTION F: Powers of the Arbitrator 106
SECTION G: Expenses of Arbitration 106
SECTION H: Supplemental Conditions 106

ARTICLE XI: EVALUATION **108**

SECTION A:	Introduction	108
SECTION B:	Peer Assistance and Review (PAR)	108
SECTION C:	Definitions	110
SECTION D:	General Terms & Procedures for Evaluations of Certificated Employees	112
SECTION E:	Summative Performance Rating and Student Growth Measures for Classroom Teachers	118
SECTION F:	Response to Final Summative Evaluations	120
SECTION G:	Certificated Employees Returned to a Comprehensive Evaluation	122
SECTION H:	Consulting Teacher Program	122
SECTION I:	Standard Process of Probation for Certificated Employees	124
SECTION J:	Grievances	126

ARTICLE XII: LAYOFF AND RECALL **127**

SECTION A:	Conditions Necessary for Layoff	127
SECTION B:	Seniority	127
SECTION C:	Displacement and Layoff Guidelines	130
SECTION D:	Certificated Employee Layoffs	131
SECTION E:	Recall from Layoff: Provisions for Reemployment of Laid off Employees	131
SECTION F:	Employment Notification	132
SECTION G:	Recall from Layoff and Seniority	132

ARTICLE XIII: NO–STRIKE CLAUSE **133**

ARTICLE XIV: MEMORANDUMS OF UNDERSTANDING **134**

APPENDICES

A-1	Certificated Non-Supervisory Employees Salary Schedule 2019-2020	136
A-2	Certificated Non-Supervisory Employees Salary Schedule 2020-2021	139
A-3	Certificated Non-Supervisory Employees Salary Schedule 2021-2022	142
B-1	Substitute Salary Schedule 2019-2020	145
B-2	Substitute Salary Schedule 2020-2021	146
B-3	Substitute Salary Schedule 2021-2022	147
C-1	Certificated Non-Supervisory Staff Extra-Time Hourly Rates 2019-2020	148
C-2	Certificated Non-Supervisory Staff Extra-Time Hourly Rates 2020-2021	149
C-3	Certificated Non-Supervisory Staff Extra-Time Hourly Rates 2021-2022	150
D-1	Certificated Contract	151
D-2	Responsibility/Incentive Contract	153
D-3	Special & Supplemental Assignments -Supplemental Contract	154
E	Certificated Stipend Salary Schedule 2019-2020, 2020-2021, 2021-2022	155
F	School Year Calendar 2019-2020	161
G	Teachers' Responsibilities	162
H	Danielson's Framework for Teaching Rubrics	163
I	Washington State Criteria Student Growth Rubrics	170
J	Certificated Teacher Classroom Observation Form	172
K	Comprehensive Evaluation – Danielson – Certificated Classroom Teacher	178
L-1	Professional Growth Support Document	180
L-2	Performance Improvement Plan	183
M-1	Professional Growth Support Document – ESA	188
M-2	Performance Improvement Plan – ESA	190
N	Performance Schedule for Teachers on Provisional Contracts	194
O	Guidelines for Evaluation of Substitute Teachers	195

P	Substitute Evaluation Form	196
Q	Best Practice for Substitute Teachers	197
R	SEA/SPS Contract Waiver Request Form	199
S	Certificated Employees Attestation Form to Receive a Maximum of 32 Hours Supplemental Pay for Education Technology Professional Learning	201
T	Special Education Relief Fund Request Form	204
U	Substitute Incident Report Form	206
V	Letter of Agreement: Recess	207
W	MOU: Consulting Teacher Evaluations	208
X	MOU: Special Education – Secondary Focus/Service Model 2	210
Y	MOU: Adaptive Physical Education	211
Z	MOU: Assistive Technology	212
AA	MOU: Audiology	213
BB	MOU: Counselors	214
CC	MOU: Dual Language Immersion	216
DD	MOU: Early Release	218
EE	MOU: English Language Learner	220
FF	MOU: Educational Staff Associates Evaluation	221
GG	MOU: Libraries	222
HH	MOU: Nurses	223
II	MOU: Occupational Therapist and Physical	224
JJ	MOU: Personal Leave	225
KK	MOU: Pre-Kindergarten	226
LL	MOU: Program Specialist	227
MM	MOU: Psychologist	228
NN	MOU: Racial Equity	229
OO	MOU: Hiring and Retaining Educators of Color	230
PP	MOU: Safety, Security and Employee Responsibilities	231
QQ	MOU: School Employees Benefits Board (SEBB) Program	232
RR	MOU: Special Education	235
SS	MOU: Special Education, Nursing, ESA Team Lead	236
TT	MOU: Speech Language Pathologists (SLP)	237
UU	MOU: Substitute General and Filling High Need Substitute Positions	238
VV	MOU: Vision	240
WW	MOU: Dropping Substitute Assignments	241

COLLECTIVE BARGAINING AGREEMENT
between
SEATTLE PUBLIC SCHOOLS
and
SEATTLE EDUCATION ASSOCIATION

CERTIFICATED NON-SUPERVISORY EMPLOYEES

2019-2022

PREAMBLE

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

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

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

4. We are committed to ensuring racial equity in our educational system, unapologetically addressing the needs of students of color who are furthest from educational justice and working to undo the legacies of racism in our educational system. We believe that we can do this by creating and supporting a system that has:

    a. High expectations of and by students and adults

    b. High support from SEA and SPS

    c. High success for students and staff

    d. High trust in parents/guardians, students and staff

    e. High engagement of community and families

    f. High degree of openness

    g. High personalization to meet the unique needs of both students and staff

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

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

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

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

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

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

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

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

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

h. We recognize that simply raising achievement of all students will not in and of itself eliminate the achievement gap. We share the goal and expectation that students will meet SPS standards. For students who are furthest from educational justice we will provide the necessary additional support to help them meet the goals.

i. We will work together to secure adequate funding for Seattle Public Schools that will provide the environment, the class size/caseloads, and the compensation that will attract and retain quality educators who are racially, gender and linguistically diverse and who also reflect the diversity of our students.

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

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

SECTION A: PURPOSE

1. This Agreement is entered into this 1st day of September 2019, by and between the Seattle Public Schools (aka Seattle School District #1), hereinafter called “SPS”, and the Seattle Education Association, hereinafter called "SEA."

2. SEA and SPS, 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. SEA and SPS have reached certain understandings that they desire to confirm in this Agreement.

SECTION B: STATUS OF THE AGREEMENTS

1. SPS recognizes 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 SEA and SPS, 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 SEA as defined in item 1 above.

3. Throughout this Agreement certain rights are accorded to and certain functions are ascribed to SEA. 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 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.

ARTICLE I: PURPOSE, RECOGNITION AND TERMS OF AGREEMENT

c. As an Equal Opportunity Employer, 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.

6. 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.

7. 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 areas of disagreement to PERC.

SECTION C: DURATION

1. The term of this Agreement shall be effective September 1, 2019 through August 31, 2022, 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 SEA and SPS pursuant to Chapter 41.59 RCW.

3. 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 SPS in effect on the effective date of this Agreement dealing with matters of wages, hours, and terms and conditions of employment, published by 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 SEA and SPS. 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 SEA and SPS. 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, 2022, 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.

Thereafter, representatives of SEA and 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 SEA for 2019-2022" shall be printed by SEA after the Agreement has been ratified and signed and shall be distributed by SEA to all certificated non-supervisory employees represented by SEA or they may choose to post the Agreement online and send a link to each of their members.

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

    b. SEA and SPS 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 SPS and one by SEA.

6. SPS shall furnish upon request of officers or authorized representatives of SEA any and all disclosable information, statistics, and records which SEA and 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 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 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. In 2019-2020, SEA and SPS agree to establish a joint workgroup to address equity and inclusive considerations related to religious and cultural observations and practices in developing student and work calendars. Recommendations on the student and work calendars are due by January 31, 2020.

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

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

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

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

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

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

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

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

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

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

SECTION E: COMMUNICATION RIGHTS AND PRIVILEGES

1. 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 SPS.

2. 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 SEA, so designated by SEA and identified to the Superintendent, shall have the right to visit SPS buildings, individual employees, or groups of employees represented by 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 their 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. SEA and SPS 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. SEA will take the necessary steps to ensure that all communications are accurate and in line with its duties as bargaining representative. SPS shall incur no additional cost as a result of SEA use of email. This means that 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 F: CONTRACT WAIVERS

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

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

2. The requests must include: (See Appendix R SEA/SPS Contract Waiver Request Form)

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

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

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

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

e. Costs (if applicable);

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

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

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

SECTION G: PAYROLL DEDUCTIONS

1. It shall be an exclusive right of employees who are members of 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 SEA an assignment authorizing payroll deduction of membership dues and/or fees in SEA and to state and national organizations with which it is affiliated. The authorization shall be submitted to SPS Payroll Services by SEA. SPS Payroll Services shall process the authorization to make it effective at the earliest payroll period, and no later than thirty (30) days after submission of the authorization by SEA to SPS Payroll Services. This authorization may be on a continuing basis. A table of prorated annual dues and/or fees shall be supplied by SEA to 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 SEA shall continue in effect unless the authorization is revoked by notification in writing to WEA by the employee. SEA will notify SPS Payroll Services that a member has revoked their membership. The Association's "authorization of payroll deduction" form shall clearly state that it shall be understood by the employee signing the authorization that continuation of dues and/or fees, deductions and maintenance of membership are required conditions for authorizing payroll deduction.

   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 authorization of any payroll deduction is voluntary on the part of the employee.

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

3. The deduction of membership dues and/or fees shall be made monthly for regular warrants. SPS agrees to remit monthly all monies deducted to SEA accompanied by a list of employees from whose pay the deductions have been made. 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. SPS shall be absolved by 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. SEA agrees to indemnify and save SPS harmless against any liability which may arise by reason on any action taken by SPS to comply with the provisions of this Article I.G including reimbursement for any legal fees or expenses incurred in connection therewith. SPS agrees to notify SEA promptly, in writing, of any claim, demand, suit or other form of liability in regard to this Section and, if SEA so requests in writing, to surrender claims, demands, suits or other forms of liability.

SECTION H: SEA SECURITY

1. SPS agrees to notify 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 SEA so requests in writing, to surrender claims, demands, suits or other forms of liability. SEA agrees to indemnify and save SPS harmless against any liability which may arise by reason of any action taken by SPS to comply with the provisions of the Section above, including reimbursement for any legal fees or expenses incurred in connection therewith.

2. Membership in SEA, the legally recognized organization authorized to negotiate with 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.

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

4. 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, 3.

5. 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,

    b. 30-minutes will be used for partnership work between SEA and SPS, including but 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. Such orientation will be on paid time. SEA may place Association information and forms in all new-hire District packets.

ARTICLE II: PARTNERSHIP FOR ENSURING EDUCATIONAL AND RACIAL EQUITY

ARTICLE II: PARTNERSHIP FOR ENSURING EDUCATIONAL AND RACIAL EQUITY

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

SECTION A: Organizational Structure

The proposed organizational structure for effective collaboration consists of:

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

1. Partnership Committee

The SPS and the SEA will create a Partnership Committee consisting of 5 appointees of SPS, (one of which is appointed by the Department of Racial Equity Advancement), 5 appointees of the SEA, (one of which is appointed by the Seattle Education Association Center for Racial Equity), and 3 non-voting community members selected by the parties using agreed upon selection criteria, after the initial convening of the Committee. Each member must commit to serve for a 12-month period. The parties will make their best efforts to assure that the Committee reflects racial and ethnic diversity. The purpose of the committee is to ensure racial equity in our educational system, unapologetically address the needs of students of color who are furthest from educational justice, and to undo the legacies of racism in our educational system, consistent with Board Policy No. 0030 – Ensuring Educational and Racial Equity.

The Partnership Committee will:

a. Convene monthly.

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

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

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

e. In May of each year, the committee will give a written report to the Leadership Committee that will discuss the District's progress in ensuring racial equity and eliminating disproportionate discipline and include recommended strategies for use at the District, program and school level. The District will provide to the Committee disaggregated student data on discipline and graduation rates by race/ethnicity, age, gender, and ELL or special education status.

f. Disproportionate discipline and the achievement and opportunity gaps are present in every school and need to be addressed everywhere as soon as possible.

g. Review the work of Building Racial Equity Teams and make recommendations regarding how to share their learnings and best practices.

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

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

j. Ensure that ongoing training on implicit bias and Board Policy No. 0030 – Ensuring Educational and Racial Equity, is provided to all staff.

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

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

2. The Leadership Committee

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

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

c. The Committee will define the factors that will be used to focus effort and resources on a school/program. These factors will include but not be limited to such data as the mobility of students and staff; poverty levels; discipline and attendance records; retention rates; unfilled substitute educator requests; student dropout rates; second language students; experience level of the staff; standardized and classroom based assessments, state as well as common District assessments: AP and IB course completion rates; length of time attending SPS; and the percentage of students on track to graduate. The Committee will determine whether the school/program(s) as currently configured would be sustainable in the longer term. The Leadership Committee may have subgroups to work on these areas.

3. The Labor-Management Committee

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

b. The Committee will include SEA staff appointed by the SEA Executive Director and Human Resources staff appointed by the Assistant Superintendent for Human Resources, including the Labor Relations Executive Director and representatives from among the Instructional

Directors and other appropriate staff as needed. The Executive Director of SEA and the Executive Director of Labor Relations will determine the agenda for these meetings.

4. Building Leadership Teams/Program Leadership Teams (BLT/PLT)

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

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

1) The principal/supervisor, and

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

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

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

5) BLT teams shall be provided with racial equity analysis training.

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

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

2) A school-wide/program-wide professional development plan that reflects equity commitments and support the CSIP/plan.

3) The school's /program's budget.

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

d. The BLT/PLT will use the SPS Racial Equity Analysis Tool when developing the proposed CSIP, budget, and professional development plan. Each school's CSIP will explicitly state a Racial Equity Action Plan.

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

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

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

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

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

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

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

5. Instructional Councils, Cabinets or Faculty Representatives:

a. Instructional Councils, Cabinets or other faculty representative organizations in instructional settings are considered an appropriate means to encourage staff involvement in providing leadership in the development, implementation, and evaluation of instructional strategies. In non-instructional settings where staff meetings are held, support personnel may place appropriate items on the agenda of their staff meetings.

b. The faculty representative organizations shall make recommendations to the building principals/program managers in the following areas:

1) Goals, objectives and standards in instruction and conduct;

2) Program development, implementation and program evaluation;

3) Scheduling and allocation of personnel;

4) Budget allocations; and,

5) An instructional program that is based upon input from local citizen groups, academic sources, SPS philosophy, and consistent with SPS goals.

c. The recommendations of the faculty representative organization within an instructional setting shall become the accepted rules, regulations and procedures for that building upon approval of the building principal/program manager.

d. The building principal/program manager shall respond in writing to all written recommendations of the faculty representative organization in meetings with that organization.

e. The faculty representative organization shall use established administrative channels of the building when recommending changes in existing rules, regulations and procedures.

f. Membership in the faculty representative organization shall be determined at the building level through consultation between the faculty and building administration. Membership in the faculty representative organization at the secondary levels shall include as a minimum the following: curricular department heads or team leaders, head counselor, head librarian, at least one (1) representative of Special Programs, Bilingual Education, or Special Education at the building level, and the building principal/program manager or their designee. At least one (1) member of the faculty representative organization shall be an ethnic minority person.

g. In providing orderly procedures for the introduction and evaluation of building level experimental and innovative programs in instructional settings, the faculty representative organization shall be utilized and shall prepare recommendations for implementation and evaluation. In making the recommendations, the faculty representative organization shall ensure that the building staff has participated during the planning and development of this program. The evaluation of a program shall determine the effectiveness of the program.

h. Officers of the faculty representative organization shall be selected by members of the organization.

i. The faculty representative organization shall meet during the employee workday.

j. A representative from each of the categories of Special Education will serve on the SPS Teacher Advisory Committee subject to minority representation. These representatives are selected by the members for each Special Education category. These representatives shall serve in an advisory capacity to the Special Education Department. The members of the advisory committee may place items on the agenda. The SEA Special Education Committee may appoint a representative to serve as a member of the Committee.

6. Building Racial Equity Teams/Program Racial Equity Teams

a. Vision Statement: The commitment to institutionalizing racial equity is essential for the success of all learning communities; therefore, all committees must commit to make racial equity the core of their charge. This commitment requires the understanding and utilization of racial equity analysis tool, materials and resources to support convening, planning and action. We must ensure that all work is focused on implementing School Board Policy No. 0030 – Ensuring Educational and Racial Equity. This contract shows our commitment to cross committee work, joint partnership work through BLTs, RETs, and on-going partnered actions. SEA and SPS will co-lead and implement the following:

1) Racial Equity Literacy trainings for school sites and teams.

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

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

b. For purposes of eliminating disproportionate discipline; promoting stronger relationships between schools; their staff, parents, and students; and supporting student learning and the closing of achievement and opportunity gaps, each building and program that is selected by the Partnership Committee will establish its own Racial Equity Team which meets a minimum of once per month.

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

1) A building administrator/program supervisor, and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9) BLT and RET will collaborate to review the CSIP, budget, professional development plan and other whole school initiatives.

10) Program growth for RETs

    a. SEA and SPS commit to expanding racial equity teams to all school sites and programs.

    b. SPS will provide $260,000 for RET program growth.

    c. Within the funding, DREA/CRE will determine the annual number of teams that can be supported based on their capacity, to include non-school based programs.

    d. Current and new teams in good standing will continue to be funded for the duration of the contract in order to sustain the investments of Board Policy No. 0030 – Ensuring Educational and Racial Equity.

    e. In 2019-2020, a 1.0 FTE represented position will be added to DREA; another 1.0 FTE represented position will be added in 2020-2021.

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

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

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

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

2. Two contractual days will be scheduled before the first student day. The purpose of one day is building business and classroom/worksite preparation. The purpose of the second day is for building

professional development or to review data and do school-wide planning. The purpose will be decided by the building/program staff.

3. The final contractual day will be a SPS-directed day for professional development.

4. There is an expectation by the parties that all employees, including part-time employees, will fully participate in these mandatory days. An employee who, due to illness or injury, is unable to attend a mandatory day activity shall complete a leave slip for time missed. It is the employee's responsibility to arrange for and acquire the information or training that was provided on the mandatory time. Curricula or policy decisions made by the staff while an employee is absent will be adhered to by the employee.

5. Staff may substitute an alternative contractual activity if they are unable to attend activities during the scheduled day(s)/hours because of illness or personal emergency or if previous experience in the topic or alternative instructional needs suggest a better use for the contractual hours. A request to substitute because of prior experience or alternative instructional needs requires prior approval by the BLT. Substitutions because of illness or personal emergency will be developed and approved by the BLT on the return of the individual. Absence from professional development or site decision activities on contractual day, waiver or early release days will be charged to paid or unpaid leaves as appropriate, unless an alternative is agreed to between the individual and principal/supervisor. Any alternative must be consistent with the original purpose of the days.

6. ESA staff may choose to attend the building-based professional development where they are assigned or a district-wide professional development activity geared towards their classification. Other employees may also attend district-wide professional development opportunities when site based professional development does not pertain to their classification/job title. Before deciding on a professional development activity, employees will consult with their supervisor or principal about which activity to attend.

7. SPS shall provide $3820 per building and four (4) programs (Nurses, SLP/Audiologists, OT/PTs, and Psychologists) to support stipends for site-based decision making.

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

SECTION C: PROFESSIONAL DEVELOPMENT STEERING COMMITTEE

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

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

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

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

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

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

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

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

2. Professional Development for Substitute Educators, SAEOPs and Paraprofessionals

a. Funding will be provided to the Professional Development Department for the purpose of hiring a certificated non-supervisory employee. This individual, in collaboration with the advisory committee, will be responsible for developing and coordinating a professional development program designed to provide Substitute Educators, SAEOPs and Paraprofessionals with relevant and timely training in core areas. SEA representatives from the three impacted units will participate in the selection process for this position any time there is a vacancy.

b. An advisory committee of up to five (5) individuals, selected by SEA and up to five (5) individuals selected by SPS will be formed to assist in designing and prioritizing the professional development opportunities for Substitute Educators, SAEOPs and Paraprofessionals. The Director of Instructional Services will review the work of the advisory committee.

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

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

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

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

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

4. Cultural literacy:

   a. The goal is to ensure that all staff training and decision-making processes are respectful and inclusive of the richness of the varied cultures staff bring to SPS and will increase the ability of employees to understand and teach to the strengths of the students. Attending to the need to respect and reflect on the differences that each individual brings to the school community, adult learning models designed to infuse all staff development and decision-making processes with culturally responsive techniques, processes and norms will be used for all trainings.

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

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

5. SPS developed a Professional Development Plan (PDP) to ensure employee accessibility to differentiated, integrated high quality professional development offerings that are aligned with SPS' Strategic Plan. The PDP offers on-going activities reflective of a five-year plus professional development continuum. The PDP builds upon professional development that has already taken place over the past years. The PDP will be updated as needs change. SPS will use a collaborative process for making changes to the PDP and will coordinate this process with the Joint Professional Development Steering Committee.

   a. The PDP categorizes professional development by Required and Recommended components. Each of these components has Essential Elements of Teaching integrated within every professional development course.

   b. The PDP is differentiated to meet employee needs based on their assignment and experience as well needs identified in school CSIPs.

   c. All employees will be required to engage in on-going professional development.

   d. In collaboration with the building administrator, CNS new to SPS will select the order for taking required course offerings. Initial professional development may be waived in collaboration with the building administrator.

   e. Employees will not be obligated to take more than twenty-four (24) hours of SPS-required professional development in a school year. Based upon available funding, SPS will pay for all SPS-required professional development courses. When funding is not available, employees will be notified and will not be required to fulfill this requirement.

      1) For purposes of this section only, a school year begins on September 1 and runs through August 31 of the succeeding year.

      2) Employees may opt to take more than twenty-four (24) hours of required courses up to a maximum of forty-two (42) hours.

      3) If employees have completed all required courses the above section is waived.

   f. School - embedded professional development will continue to be decided by staff using their site-based plans.

6. Professional in-service courses will address themselves to specific needs of the SPS and be relevant to the employee's present or planned future responsibility. Professional Development courses shall be made available at no cost except for material and transportation fees connected with participation in the course. A penalty fee may be charged for enrollees who do not complete a course.

7. In an effort to effectively teach all students and work with all staff and parents, SPS, on an ongoing basis, will offer appropriate training in working with special needs students; working with difficult people; and working in an inclusion model.

8. The employee and building principal/program manager or supervisor should examine the Professional Development courses offered for the purpose of relating the courses to be taken to the employee's current or planned professional assignment.

9. Any professional in-service course may be taken for personal enrichment purposes on a space-available basis.

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

11. Where feasible and possible, in-service courses shall be designed and offered for clock hours or college extension credit, with clock hours or tuition cost paid by the employee.

12. Whenever possible, courses shall be offered in the geographical location most convenient for those employees participating.

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

14. Sufficient time shall be allowed for employees to reach professional classes, even if participants must leave their buildings early, though not earlier than the regular dismissal of classes.

15. Workshops and/or Professional Development Programs initiated and established by administration with required attendance normally shall be conducted at times so as to minimize disruption of the school program within schools and with a minimum time requirement for those employees involved. Some professional development resulting from legal requirements of SPS will be planned to meet those legal requirements. Workshops and Professional Development Programs, other than regular professional development programs which occur at times when the employee is not otherwise compensated, shall be compensated in accordance with the provisions of Article IV, Section G.

16. Budgetary planning will include consideration of compensation for staff members who are asked to participate in workshops and professional development conferences which call for significant or substantial time in excess of the employee school workday.

17. When new teaching skills are required within existing Special Education programs, SPS shall provide and/or facilitate training at no cost to the employee. If new skills are required for new Special Education programs, SPS shall provide for or facilitate the training.

    Employees who serve students with disabilities and prepare IEP’s shall be provided one (1) extra day, paid at the appropriate in-service rate, for the purpose of attending a Special Education IEP Workshop. This workshop shall be conducted prior to 11/01 and shall be coordinated by the Special Education Department with an agenda that provides in-service opportunity tied to the development of IEPs.

18. SEA and SPS agree to abide by the provisions of RCW 28A.415.250 with reference to the Mentor Teacher Program.

19. Each school will establish a process for determining the use of the staff development days. The plan for the utilization of the staff development days must fulfill the needs and requirements of SPS. Employees shall be afforded authentic participation in the development of the plan for utilization of the staff development days.

20. In an effort to support teachers new to the profession or new to the district, SPS will:

a. Mentor teachers new to the profession using the STAR Program outlined in Section D.

b. Provide a complementary building-based mentor program for all employees new to SPS.

c. Have each building Identify and develop other ways to increase capacity of building staff to help colleagues.

d. Support the efforts of employees achieving their Professional Certification, including negotiating with higher education institutions to provide the classes, credits and content within SPS and with SPS employees providing the instruction.

e. Make sure the needs of substitute educators new to SPS or new to teaching or their long-term assignment will be addressed

21. SPS will provide a targeted support fund of up to $500 for each employee who has been evaluated as Unsatisfactory or who is on a support plan triggered by low student growth. The fund, which will be under the guidance of the employee's evaluator, will be for evaluative areas targeted in the employee's improvement plan. 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. Building principals must issue final approval for any support fund expenditure.

SECTION D: PROFESSIONAL GROWTH AND EDUCATOR SUPPORT (PGES) COMMITTEE

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 systems (TPEP) and the state online evaluation tool (eVAL)

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

4. The PGES Committee will consist of twelve (12) members (six (6) selected by SEA and six (6) selected by SPS.

5. 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 where innovation is encouraged and professional judgement is respected. Concise and consistent communication among all parties involved in evaluation is critical.

SECTION E: CREATIVE APPROACH SCHOOLS

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

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

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

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

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

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

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

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

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

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

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

5. SEA and SPS agree that school staffs and communities should be able to apply for broad exceptions from SPS policies and collective bargaining agreements in return for enhanced autonomy and

accountability. If there are any requests to waive any provision of either school board policy/procedures and/or the collective bargaining agreement, those requests must be specifically listed in the application for approval.

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

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

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

d. All collective bargaining agreement waiver requests, to the extent they are not covered by Article I, Section F of the CBA, shall require approval of (1) the Creative Approach School Oversight Committee; (2) the Superintendent; (3) the School Board; and (4) the SEA Board of Directors. If all approve the waiver request, the waiver will be granted.

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

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

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

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

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

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

11. Any Creative Approach School must demonstrate documented success in student achievement. The Creative Approach Schools Oversight Committee will assess the School, after each year of implementation, based on summative and qualitative indicators, including, but not limited to, the MSP/HSPE and Smarter Balance assessments. The District reserves the right to determine if the Creative Approach School will continue as such after year three (3) of the implementation.

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

ARTICLE II: PARTNERSHIP FOR ENSURING EDUCATIONAL AND RACIAL EQUITY

SECTION F: THE ASSESSMENT COMMITTEE

1. SEA and the District agree that tests required by federal or state law are exempted from this section, except for Section 7.a, Minimizing Disruptions.

2. SEA and the District agree that closing the achievement gap is a complex endeavor that requires many different interventions that target direct and indirect causes.

3. SEA and the District agree that student achievement may be impacted whenever instructional time or student access to resources, such as libraries and computer labs, is disrupted.

4. SEA and the District agree that assessment plays a key role in supporting student achievement.

5. SEA and the District agree that student assessment is a complex issue that has many different dimensions and impacts students, teachers, and support staff in a variety of ways.

6. SEA and the District agree that no additional District-mandated assessments will be added after a District-wide annual assessment calendar has been approved by the Superintendent. Building faculty and administrators may adopt additional assessments in their buildings by working through their building's decision-making process.

7. SEA and the District agree that the Assessment Committee will address a range of issues related to the annual assessment calendar as described below and will focus on making recommendations to the Superintendent in the following areas:

    a. Minimizing Disruptions: Developing recommendations for reducing the impact of testing on instructional time and student access to resources, such as libraries and computer labs;

    b. Assessment Review: Reviewing and identifying standardized or common assessments, to recommend for building, regional, or district-wide use.

        1) The committee's recommendations will be presented in writing to the Superintendent. That writing must contain a discussion of why the assessment was chosen, and why the test is valid, reliable, and unbiased.

        2) The committee will consider the needs of SPED and ELL students.

        3) District-wide Annual Assessment Calendar: Each year of this contract, the committee will collaborate with Research Evaluation & Assessment staff to develop a proposed District-wide annual assessment calendar for the upcoming academic year. A draft will be produced no later than May 1. The District-wide assessment calendar will be finalized by August 15.

        4) Committee Composition: The Assessment Committee will consist of three (3) members appointed by SPS and five (5) members appointed by the SEA. The parties will make their best effort to assure that the Committee reflects the racial and ethnic composition of the District.

ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES

ARTICLE III: GENERAL RIGHTS AND RESPONSIBILITIES

SECTION A: ADMINISTRATIVE RESPONSIBILITY AND AUTHORITY

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

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

SECTION B: NONDISCRIMINATION RIGHTS

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

1. SPS is committed to treat all sexual harassment complaints with respect and confidentiality regarding the personal privacy of all concerned parties. Procedures for handling sexual harassment complaints will be in accordance with SPS's sexual harassment policy.

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

3. There shall be no discrimination against any employee in respect to assignment, promotion or condition of work due to high position on the salary schedule.

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

5. There shall be no discrimination against any employee for using the grievance procedure.

SECTION C: REPRESENTATION RIGHTS AND DUE PROCESS

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

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

3. The Annual Performance Evaluation and evaluation conferences conducted by the building principal/program manager or supervisor in the evaluation process are specifically excluded from

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

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

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

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

SECTION D: EMPLOYEE PERSONNEL FILES

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

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

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

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

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

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

7. All materials related to an employee's evaluation, discipline, or complaints held at the work location, except for the building copy of the formal evaluation, shall either be transferred to the SPS personnel file or shall be destroyed at the end of the work year, except that the observation report form (see Appendix J) for those employees determined to be unsatisfactory and/or in need of improvement or a performance improvement plan may be retained in the building until the employee's performance has improved as set forth in the observation report form. However, observation report forms for those employees determined to be in need of improvement may not be retained at the building beyond twelve (12) months following the completion of the next school year's performance evaluation.

8. College/university credentials that are confidential shall be handled as directed by the college/university after employment is approved by the SPS Board.

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

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

    b. Pursued by use of the grievance procedure.

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

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

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

SECTION E: ACADEMIC FREEDOM

1. The exercise of full rights of citizenship is guaranteed by SPS for employees. Toward that end the employee must be free to think and to express ideas, free from undue pressure of authority, and free to act within their professional group. The freedom must be unrestricted except as it conflicts with the basic responsibility to utilize properly the current SPS authorized course of study and SPS rules and regulations which each member of the profession must accept.

2. The principle of academic freedom for employees shall not supersede the basic responsibilities of the employee to the education profession. These responsibilities include:

    a. A commitment to support the Constitution of the United States;

    b. A concern for the welfare, growth, and development of children; and,

    c. An insistence upon objective scholarship.

3. The professional staff shall assist in designing the curriculum, in conformity with the laws of Washington and the rules and regulations of the State Board of Education.

4. Free interchange of ideas leading to clearer understandings at the maturity level of pupils must be expected as a part of effective teaching. Any challenge of members of the professional staff relative to the use of educational materials on the basis of suitability, upon their presentation of ideas

involving morality or patriotism, or upon their literary merit, shall be resolved through utilizing established administrative channels.

5. No single instructional philosophy or technique is prescribed by SPS for the instruction of a Special Education student.

6. SPS agrees to conform to the School Board policy concerning ownership provisions of copyright materials.

7. Employees will have the right to determine grades and evaluation of students. If asked by an administrator due to parent or student inquiry, concern or complaint, the employee will provide the background to the administrator on how the grade was determined. In addition, if the administrator determines that a meeting between the parent/student and the employee is needed, the employee will participate in the meeting.

SECTION F: CLASSROOM CONTROL

1. SEA and SPS agree to establish a joint work group in 2019-2020, to review and update the following sections for legal compliance and restorative justice purposes: Article III, Section F – Classroom Control, Section G – Employee Protection and Section H – Safety and Security. See MOU, Appendix PP

2. SPS shall support and uphold employees in their efforts to maintain a sound learning environment. Using professional judgment, the employee shall request assistance if a student substantially disrupts the classroom environment and shall provide written information/requests for assistance as required. It shall be the responsibility of the appropriate administrator to provide assistance in an immediate or timely fashion consistent with the circumstances.

3. Consistent with SPS discipline procedures, the principal and certificated employees of each building shall confer at least annually for the purpose of developing, or reviewing, or both, building discipline standards and the uniform enforcement of those standards. (WAC 392-400-225 (1)(b)).

4. Employees are required by law to maintain a suitable environment for learning, and administrators have the responsibility for maintaining and facilitating the educational program. A student who by their behavior is substantially disrupting the classroom environment may be removed from a class pending action by SPS, subject to the provisions of SPS regulations and procedures in accordance with State law and Chapter 392-400 WAC. Students shall be removed from the classroom only for the violation of established rules as set forth in the SPS Statement of Rights and Responsibilities, the laws of the State of Washington, Chapter 392-400 WAC, or the rules and regulations of SPS and the Federal Government.

5. A student may be removed immediately from a class, subject or activity by a certificated teacher and sent to the building principal/program manager or other designated school authority provided the teacher has good and sufficient reason to believe the student's presence poses an immediate and continuing danger to the student, other students, or school personnel or is an immediate and continuing threat of substantial disruption of the class, subject, activity or educational process of the student's school, according to Chapter 392-400 WAC as now or hereafter amended.

6. The student shall remain out of the class, subject or activity only until the danger or threat ceases or until the building principal/program manager or other designated school authority acts to impose discipline or short-term suspension, initiates a long-term suspension or expulsion, or imposes an emergency expulsion.

7. The building administrator will utilize written recommendations from employees in their deliberations relative to potential student classroom suspensions and expulsions.

8. When a student is returned to school following temporary removal or suspension from school or from a class, subject or school activity, the administrator, in consultation with the employee(s), shall specify in writing the conditions, if any, for the student to return.

9. Prior to the time the student is returned to the class(s), subject(s) or activity(s), the building principal/program manager or school authority shall notify the teacher who removed the student of the action which has been taken or initiated.

10. Parents and/or guardians shall be adequately informed of the classroom behavior of their children so they may take corrective measures where necessary.

11. SPS will continue to provide classes and programs for students who are unable to profit from the regular educational program.

12. All visitors shall obtain the approval of the principal/program manager or their designee, prior to entering a classroom. The principal/program manager will contact the employee regarding the pending visit and will respect a request to postpone the visit if the timing would be disruptive to the activity taking place at the time. Visitors will be encouraged to contact the teacher to schedule the visit. Each school shall develop a plan to accommodate visitors during the spring assignment process. Prior to the adoption of the plan, the principal/program manager shall seek input from staff and parents. This does not apply to classroom visits by SPS personnel.

SECTION G: EMPLOYEE PROTECTION

1. SEA and SPS agree to establish a joint work group in 2019-2020, to review and update the following sections for legal compliance and restorative justice purposes: Article III, Section F – Classroom Control, Section G – Employee Protection and Section H – Safety and Security. See MOU, Appendix PP

2 If the principal/program manager is aware of information about students who evidence behavior(s) that could present a safety problem to the students or staff, within twenty-four hours, they should pass this information along to the classroom teacher, and other non-supervisory certificated staff who regularly work with the students as long as the dissemination does not breach any legal requirements concerning confidentiality. This requirement may be waived if there are specific legal restrictions on the ability of SPS to inform the staff.

3 When new students transfer into the District, SPS will make contact with the previous school to obtain any pertinent information that may be of concern to the staff at the receiving school. This information should be provided within twenty-four hours to all staff who regularly work with the student if it is not immediately accessible upon the time of registration.

4 Employees have the right to call 911 in emergency or threatening situations. After making the 911 call the employee will notify the supervisor or identified emergency building contact should the supervisor be out of the building. Principals/supervisors will notify the staff of the person (s) to contact when they are leaving the worksite.

5 Employees shall be trained by SPS prior to being assigned to insert catheters or perform other required medical procedures.

6 Employees shall be trained by SPS prior to being assigned to dispense medication. All dispensing of medication will be in accordance with the law.

SECTION H: SAFETY AND SECURITY

1. SEA and SPS agree to establish a joint work group in 2019-2020, to review and update the following sections for legal compliance and restorative justice purposes: Article III, Section F – Classroom Control, Section G – Employee Protection and Section H – Safety and Security. See MOU, Appendix PP

2. SEA and SPS are jointly committed to providing quality educational programs in a warm, open, supportive environment which protects the safety and security of all students and staff. The parties also agree that an optimal teaching and learning climate for staff and students requires that SPS

ensure that there are policies and procedures; including student discipline procedures, to make certain that schools are safe, and those sanctions can be upheld during due process hearings. Students who bring and use weapons and dangerous devices or who physically touch school staff in a manner that is designed to threaten, intimidate, and harm staff must be dealt with immediately through consequences, interventions, and/or behavioral training.

SEA and SPS agree that employees should not have to be subjected to parents/guardians who physically or verbally threaten, intimidate, and/or harm staff. If a staff member is threatened, intimidated, or harmed by a parent/guardian they have a right to end the interaction. If a meeting or interaction is ended under this section, the staff member must immediately inform their supervisor (and if necessary Safety and Security) and work with their supervisor to resolve the underlying issue(s) with the parent/guardian.

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

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

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

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

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

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

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

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

1) collaboratively develop improved security procedures,

2) expand training opportunities for all staff, and

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

b. Weapons.

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

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

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

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

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

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

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

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

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

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

a. Consequences

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

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

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

c) A temporary school assignment.

d) A new school assignment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Disruptive Non-students: SPS will recommend to the appropriate prosecuting attorneys that any individual on school premises under the influence of alcohol or who has possession of drugs or other non-prescribed narcotic substances and/or who physically or verbally abuses or intimidates or

interferes with an employee performing their duties will be prosecuted to the fullest extent provided by law.

8. Hearing Officers: SEA and SPS annually will jointly review and evaluate hearing officers.

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

10. Health and Safety Needs:

    a. SPS shall provide a safe and healthy workplace per State law, WAC 296-24-020.

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

    c. The District will inform all staff in an affected building or school as soon as possible upon learning that the building or school has failed an environmental safety test (e.g., water quality test). The District will meet with the building or school's safety committee to both discuss the results of any such test, and any protective measures where such may be necessary, that will be taken to protect students, staff, and the public during any remediation period. Such notice shall be given to the affected building or school as soon as possible and in any event no later than five (5) working days after the District has knowledge that it has failed an environmental test.

11. HIV/AIDS, Hepatitis B Training and Inoculation Requirements:

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

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

SECTION I: NO REPRISAL FOR DISCLOSING MISDEEDS

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

SECTION J: MEDIATORS

Mediators utilized by the District will be informed about the expectations of Board Policy No. 0030 – Ensuring Educational and Racial Equity.

ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS

SECTION A: COMPENSATION

For 2019 through 2022, the total compensation consists of the following and shall be paid as:

1. Base contract of 180 days. See Appendix A1 through A-3 for the salary schedules for 2019-2020, 2020-2021, and 2021-2022 which show the salary increases as set forth in 6. a. below.

2. Responsibility and incentive supplemental contract for additional responsibilities and incentives.

3. A supplemental contract for five (5) additional mandatory in-service contract days. The five (5) contractual days are scheduled in accordance with Article II, Section B. See Appendix D-2 for supplemental contracts for 2019-2020, 2020-2021, and 2021-2022.

4. Thirty-two (32) hours for technology learning time for the acquisition and integration of technology competencies payable through the Technology Attestation form for 2019-2020, 2020-2021, and 2021-2022. See Appendix S for the form.

5. Increments and lane changes subject to meeting the lane criteria will be granted each school year.

6. The salary increase for each year of the contract shall be as follows:

    a. For 2019-2020: five percent (5%) shall be added to the salary schedule, which consists of two percent (2%) for the Implicit Price Deflator (IPD - the legislative inflationary increase) and an additional three percent (3%), for a total of five percent (5%).

    b. For 2020-2021: two point one percent (2.1%) shall be added to the salary schedule, which consists of an estimated two point one percent (2.1%) for the estimated Implicit Price Deflator (IPD - the estimated legislative inflationary increase) and no additional percent, for a total of an estimated two point one percent (2.1%). In the event the Legislature adjusts the IPD upwards or downwards from the 2.1%, the total salary shall be adjusted accordingly to match the final IPD set by the Legislature. Examples are provided in the following subsection.

    c. For 2021-2022: four percent (4%) shall be added to the salary schedule, which consists of an estimated two percent (2%) for the Implicit Price Deflator (IPD - the estimated legislative inflationary increase) and an additional two percent (2%) for a total of four percent (4%). In the event the Legislature adjusts the estimated 2021-2022 IPD upwards or downwards from two percent (2%), the total salary shall be adjusted accordingly to match the final IPD set by the Legislature. Two examples follow: (1) if the final 2021-2022 IPD is set at two point five percent (2.5%), the total salary shall be four point five percent (4.5%); (2) if the final 2021-2022 IPD is set at one point five percent (1.5%), the total salary shall be three point five percent (3.5%).

7. Certificated substitute educators receive the same percent increases as set forth in number 6 above. See Substitute Salary Schedule, Appendix B-1 through B-3.

SECTION B: BASIC EMPLOYMENT CONTRACT AND EMPLOYEE RESPONSIBILITIES

1. Employees receive a basic contract for 180 days of work. For certificated non-supervisory employees who have continuing contract rights under RCW 28A.405, a continuing contract will be issued and renewed annually, unless the contract is non-renewed or terminated by the Superintendent as allowed under RCW 28A.405. Employees must sign and return their first certificated non-supervisory continuing contract. Thereafter, continuing contracts will be issued to an employee and are deemed accepted by the employee after fourteen (14) days of issuance, unless the employee resigns in writing at any time prior to the expiration of the 14-day period.

    Provisional employees must sign and return a provisional employment contract every school year they are employed by the district.

Employees may resign their contract through July 1. Thereafter, the employee may only be released from contract by the SPS Board of Directors.

2. All employees shall fulfill their contracted number of days during the regular school calendar, unless otherwise agreed to between the employee and their supervisor so long as State requirements are met.

3. The requirements for fulfilling the basic contract are as follows – Plan for and deliver or support quality instruction for students:

   a. Plan daily lessons and implement SPS curriculum as outlined in the site's CSIP, SPS curriculum documents, and State competencies, including use of various instructional strategies and resources. Specialists plan and provide meaningful program activities that support student progress toward building, SPS and State goals.

   b. Provide meaningful and engaging instruction during available instructional time.

   c. Administer assessments and use the results to inform instructional planning, modify lessons or instructional style to meet individual needs of students.

   d. Maintain in a timely manner all required reports including such items as grade books, attendance, necessary data collection and anecdotal record keeping.

   e. Adhere to Washington Administrative Code, State and federal requirements and SPS policy (for example: Vocational Education Programs, Special Education Programs, and 504 Plans).

   f. Create and provide a culturally responsive learning environment that acknowledges all students.

   g. Participate in staff meetings. Within a building/program, employee and departmental or grade level meetings are necessary to provide and receive information that may include sharing in decisions related to site issues. Building/programs will decide how best to use staff and departmental/grade meeting time to address issues identified by the staff or administration. Emergency meetings will be called whenever conditions require.

   h. Communicate with parents/guardian.

   i. Parent/guardian involvement is an essential element of student growth and positive community relationships.

   j. Employees will participate in site decisions for parent/guardian communications and meetings.

   k. Employees will maintain contact with parents/guardians, return phone calls, notes, or e-mails, and be proactive when dealing with student concerns (such as discipline, low achievement, etc.).

   l. While the preferred time to meet with parents is during the ½ hour before or after school, or during PCP time, meetings may, on occasion, have to be scheduled outside of the normal workday without additional compensation. Employees will schedule and attend these conferences with parents/guardians. Building plans may include flexible time scheduling to accommodate after-hour conferences. Supervisors will support staff in efforts to keep parent/guardian meetings within the workday where practical.

   m. Supervise students. Employees are an integral part of ensuring the safety and well-being of students while on campus, including assemblies, recesses, and before/after school. Building crises, site, and activity plans, as developed by the building/program employees, will include defining responsibilities for employee supervision. Employees will communicate concerns about students and report unsafe conditions, and suspected child neglect/ abuse; or events such as fights, bullying, harassment, threats, or violations of the discipline policy to the

appropriate people or agency in a timely manner. Buildings have an obligation to have safety, student supervision, and student discipline plans.

n. Professional growth. Employees will stay current on educational issues, keep updated in subject area(s), and maintain certification or work toward proper certification.

SECTION C: TYPES OF EMPLOYEE CONTRACTS

1. There shall be an individual Employee Contract and a Supplemental Contract(s), in conformity with Washington State law and rules and regulations of SPS and the Seattle School Board.

   As an incentive to know certificated vacancies for the following school year as early as possible, the District will provide a $300 bonus payment to anyone with five (5) years of experience or more who notifies the District by February 1 of the current year that they will be leaving the District at the end of the school year. The payment and notification will be non-revocable and will not count towards retirement calculations.

2. Non-Continuing Contracts

   a. Certificated employees hired by SPS to replace employees who have been granted official SPS leaves shall be contracted not to exceed one (1) year in accordance with RCW 28A.405.900 and shall receive fringe benefits in accordance with this Agreement. Employees on non-continuing contracts will be evaluated as if they were employees with provisional contracts.

   b. SPS will annually review the status of all individuals who are on non-continuing contracts. If the number of individuals who are on non-continuing contracts exceeds the number of employees on leave, SPS will offer provisional or continuing contracts to a number of non-continuing contracted employees. The number of employees who will be offered provisional or continuing contracts shall be equal to the difference between the number of non-continuing employees and the number of employees on leave, who have a guaranteed right to be placed in the displacement pool when they return from leave. SPS will provide SEA with a list of those employees who have been offered provisional or continuing contracts. The list shall be provided to SEA by March 16th of each year. The following procedure will be followed:

      1) In January or early February, principals/program managers are asked to make recommendations for conversion of their non-continuing contracted employees.

      2) Employees on non-continuing contracts who are not recommended are immediately balanced against a person on leave who has the same category as they do.

      3) The remaining employees on leave are analyzed, by categories, to determine how many there are in the various teaching areas; i.e., special education, elementary education, etc.

   c. Each person on a non-continuing contract is balanced against a person on leave who has the same category. If there are more non-continuing contracts with the same categories than there are people on leave, employees are converted to either a provisional 1, provisional 2, or continuing contract (depending upon experience).

   d. Conversions are based upon the following criteria:

      1) principal/program manager recommendation

      2) date of employment

      3) diversity

      4) SPS need

5) certification flexibility

6) unique skills and expertise

e. In March, during the staffing process, principals/program managers shall staff their recommended non-continuing contracts into their vacancies. These staff will then receive provisional or continuing contracts based upon years of experience in Washington State retroactive to their start date in the current school year.

f. The remaining non-continuing contracts that are recommended but not converted are analyzed against SPS's needs and converted to the displaced/unassigned pool, if appropriate.

3. At the time of employment, each new employee shall receive the following materials as part of the sign-up process conducted by Human Resources. SEA shall be provided the opportunity to participate in the sign-up process.

a. The Employee Contract in duplicate. The Employee Contract will be mailed to the new employee approximately one week after they complete the sign-up process. One (1) copy is retained by the employee and one (1) signed copy returned to the Human Resources;

b. A copy of the Certificated Non-Supervisory Employees Salary Schedule with the salary placement marked;

c. A copy of the current Collective Bargaining Contract Agreement Between SPS and SEA;

d. A copy of the SPS's GROUP INSURANCE PROGRAM BOOKLET, the appropriate insurance enrollment forms, instructions regarding enrollment procedures, information for contacting the SPS insurance consultant, and an explanation of SPS's contributions to the premiums. Enrollment or waiver cards must be returned to the Human Resources no later than thirty-one (31) calendar days from the employee's first day of duty. Effective January 2, 2020, Group Insurance is managed by The School Employees Benefits Board (SEBB). See MOU, Appendix QQ.

e. A notice regarding the SEA Security Clause.

4. A training module regarding expectations concerning touching, sexual and racial harassment, and cultural literacy expectations will be part of the employee orientation.

5. The enrollment of new employees shall begin with their employment and shall be completed within the first thirty-one (31) days after the beginning of service.

6. SPS will maintain a Section 125 Plan as authorized by law.

SECTION D: RESPONSIBILITY AND INCENTIVE SUPPLEMENTAL CONTRACT

SPS and SEA recognize that the State has not yet clearly defined the activities that make up the State's program of basic education. Once the State has finalized its definition, SPS and SEA will identify the instructional activities and responsibilities that are key components to student success. To ensure that SPS provides competitive wages and to allow the inclusion of additional responsibility or incentive compensation, the 2019 through 2022 salary schedules include a responsibility/incentive supplement contract for the following purposes:

1. The success of SPS is dependent upon hiring and retaining the highest quality employees.

2. The employees of SPS should be treated as professionals and trusted to use their professional judgment to accomplish the responsibilities expected by their profession, SPS and SEA.

3. Successfully providing all students with a quality education requires staff to recognize that students have prior experiences that frame their worldview and to create and provide a culturally responsive learning environment that acknowledges that all students:

    a. Are life-long learners;

    b. Can academically achieve at high levels when they are appropriately taught and encouraged; when resources are available that support high expectations for learning; and, when there is strong family and community support;

    c. Are entitled to learn in multicultural context.

4. Providing a quality education for all students requires from employees a commitment to the profession beyond the basic contract, normal workday hours and school year:

    a. The additional commitment required of employees cannot be accurately measured in hours or days; nonetheless, the parties are clear that employees are not being asked to work “24-7”;

    b. In meeting their individual responsibilities, the time necessary to fulfill those responsibilities may vary between one employee and another employee;

5. Payment will be made in equal monthly installments as part of the regular paycheck. A part-time or late-hire employee will receive a pro rata share of this supplemental contract, except as modified by mandatory days, based on the employee’s full-time equivalency (FTE).

6. The self-directed portion of the supplemental responsibility contract (TRI) recognizes that employees will provide a professionally responsible and reasonable level of service in the following areas that are above the basic contract:

    a. Preparation for school opening, including preparation for the classroom or workspace before, after and during the school year for quality instruction and support of instruction;

    b. Work connected with the conclusion of the school year or grading period with grades and related paperwork will be submitted within five (5) workdays from the last student day of the grading period;

    c. Conferencing/communicating with students or parents/guardians at reasonable times;

    d. Supporting school/student activities such as dances, concerts, sporting events and performances as chosen by the employee;

    e. Providing individual help to students when able;

    f. Analyzing data and evaluating student work;

    g. Participating in self-reflection, goal setting, and related professional growth activities, such as: attending workshops, classes, conferences or seminars or participating in action research projects as chosen by the employee;

    h. Researching and acquiring educational materials and supplies;

    i. Preparing, revising, and replacing materials;

    j. Planning with other employees in areas of instruction, curriculum and assessment;

    k. Working with computers and other technology as related to educational uses;

    l. Attending SPS and/or school-connected meetings and governance such as PTSA, etc., as chosen by the employee;

m. Participating in the development of a school plan or other building activities or committees;

n. Participating in a reasonable number of IEP and Section 504 meetings and communicating with parents/guardian and students.

SECTION E: MANDATORY EXTRA CONTRACTUAL DAYS

1. The mandatory contractual day of the supplemental responsibility contract covers participation in scheduled meetings and professional development as follows:

   a. Under the supplemental contract the employee will be required to participate in the following scheduled activities:

      1) One (1) SPS scheduled contractual days. The SPS may choose to provide flexibility on the use of all or part of this day.

      2) One (1) building directed contractual day as outlined in Article II, Section B, 2 and two (2) building directed contractual days or the equivalent in hours (for these purposes a day is 8 hours) as outlined in Article II, Section B. 1. a.

      3) One (1) contractual day is calendared before the first student day for building business and classroom/worksite preparation

   b. Part-time staff will receive a full day's pay for any full days worked. Part-time staff will submit time sheets for the portion of scheduled contractual hours that exceeds their FTE, when they work the time. For example, a .5 FTE staff member will receive a .5 of the total supplemental salary; in addition, the staff member will receive 4 hours per diem pay for the additional time they will work under the contractual provision. (Contractual days are 8-hour days.)

   c. All employees with regular contracts (provisional, continuing or leave-replacement contracts) are eligible for full supplemental contracts prorated for their FTE. Building Designated Substitutes and each Long-Term Substitute who has agreed to teach a special education class for which they do not have an endorsement are entitled to a full supplemental contract prorated for their FTE and the portion of the year they are under contract or are a Long-Term Substitute.

   d. Each employee is responsible for maintaining a personal record of work in case the State auditor requests verification of having met the responsibility contract. This record is not submitted to the SPS.

2. Employees new to SPS will receive additional three (3) mandatory days (24 hours) compensation scheduled by SPS for employee orientation. Retire/rehires or staff returning to SPS after an absence of less than five (5) years are not provided this time.

3. All new to profession (P1) classroom certificated teachers will receive an additional eight (8) hours of compensation for the purposes of completing orientation, onboarding and foundational coursework (for a total of 32 hours).

4. Provisional classroom teachers in either their second or third year of teaching (P2 or P3), are eligible for an additional thirty-two (32) hours of continuing foundational coursework to be completed by the end of the P3 year.

5. Hold Harmless for Both Parties: In the event SPS's maintenance and operations levy does not pass (double levy failure), the provisions for the 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) 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, 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 F: TECHNOLOGY LEARNING TIME

For the duration of the contract, up to 32 hours of per diem pay for each year of the contract is available to provide for self-directed technology professional learning. This extra pay supports educators who are engaged in the integration of technology related to using data to improve instruction, using digital resources, managing instruction, leveraging technology for collaboration and communication, incorporating digital citizenship, and/or another professional learning in support of district or guiding initiatives. This pay is pro-rated by FTE. See Appendix S for the Attestation Form.

SECTION G: 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 supplemental 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 their 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. 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 the employee 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 their 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 their 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.G.5.

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, the employee 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 Program

a. The Career Ladder Program is part of the Professional Growth & Educator Support system. The program is intended to recognize the importance of teacher leadership in building instructional capacity at the school and district level and promoting teacher professional growth along a continuum of practice.

b. Eligibility and Hiring - School Based Career Ladder Positions

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

2) 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 in their identified focused criteria and a state student growth impact rating that is "average" or higher on their most recent focused evaluation.

3) Career Ladder Positions:

a) Career Ladder Teacher (Elementary and Secondary)

b) Career Ladder Therapist, Psychologist, or Nurse (ESAs)

c) Content Demonstration Teacher (hired at district-level)

d) Master Teacher – no new Master CLT position will be hired after the 2018-2019 school year. All current Master Teachers may complete their two-year term.

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

5) A single Career Ladder stipend may not be shared amongst more than two (2) individual positions.

6) In order to support career ladder work, each school will be allotted ten (10) substitute days for the year. Content Demonstration Teachers will have eight (8) substitute days allotted each year. An additional four (4) substitute days are allotted for schools that continue to have a Master Career Ladder Teacher during school year 2018-2019 and 2019-2020.

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.

8) Positions will be two (2) years and an employee who previously held the position may reapply.

c. Elementary Career Ladder Teachers – Building-based Career Ladder Teachers at the elementary level may:

1) 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.

2) Provide onsite induction support for teachers new to the school and/or teachers moving to new grade levels or content (as needed).

3) Serve as a resource in support of professional learning communities or other collaborative teams.

4) Model instruction or serve as a “lab site” classroom for teachers within the school or across the district (site visits).

5) Provide support for eVal and TPEP/Danielson.

6) Serve as a school leads for new curriculum roll-outs.

d. Secondary Career Ladder Teachers – Building-based Career Ladders Teachers at the secondary level may:

1) 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.

2) Serve as a resource in support of professional learning communities or other collaborative teams.

3) Model instruction or serve as a “lab site” classroom for teachers within the school, or across the district (site visits).

4) Provide support for eVAL and TPEP/Danielson.

5) The Professional Growth & Educator Support Committee will review the CLT program at the secondary level, including secondary teachers, to gather feedback and make adjustments and recommendations.

e. 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:

a) Academic Coach

b) PAR Consulting Teacher (formerly STAR/ESCT)

c) Consulting Teacher

d) Curriculum Specialist

e) 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.

9. The Certificated Stipend Salary Schedule shall be shown in Appendix E of this Agreement.

a. Supplemental assignments will be reported by building principals/program managers to Human Resources as early as possible. Every reasonable effort will be made to begin stipend payments for school year assignments on the 10/01 payroll. Assignments that are dependent on the 10/01 student enrollment count, e.g., department head, team leader, will be paid retroactively on the November payroll.

b. Once a department head or team leader stipend is established on the basis of the 10/01 classification report, that amount will not be changed either up or down due to enrollment changes for the remainder of the school year.

c. Copies of job descriptions for all positions on the Compensation Schedule for Special and Supplemental Assignments are available in Human Resources and at each work site.

d. 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.

e. Each senior high school will receive three (3) periods of released time or its equivalent. These released periods shall be assigned by the building principal/program manager for utilization by department heads and/or other staff in order to assist the instructional program of the school in accordance with the building decision-making process.

f. Per Diem Days: Each secondary and middle school shall be allotted twenty-five (25) extra days of duty per year for the use of its curriculum area departments. Individuals who serve these days shall be paid at their per diem rate. An individual employee, a department head, or a group of department heads, Building Leadership Team or the faculty representative organization may submit a proposal for utilizing the time available to their school, subject to approval by the building principal/program manager.

g. Per Diem Days: Per Diem for any supplemental assignment of an employee who is assigned additional days beyond those specified in their contract shall be the employees contract salary, excluding stipends, divided by the number of days specified in their contract.

h. Substitute Days: Secondary and Middle Schools shall have available, upon written request to the building principal/program manager, substitute days for the purpose of releasing

department heads, team leaders, and other employees for observing and assisting in improvement of instruction in accordance with Article XI and other approved activities on the basis of one (1) day for every three (3) non-supervisory certificated employees in the school.

i. Compensation for supplemental assignment will be determined through the procedures of Human Resources in accordance with appropriate pay schedules. Supplemental assignments will be reported to Human Resources as early as possible by the responsible administrator and will be processed for payment in the next appropriate payroll.

j. The SPS contribution for elementary stipends listed in Appendix E shall not be reduced should other SPS programs or outside agencies provide other stipends or paid positions to a building or program.

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

SECTION H: SALARY SCHEDULE PLACEMENT

1. The employee's position on lanes of the salary schedule shall be determined by totaling the number of acceptable credits and degrees. All employees hired as of October 1, 1990 and employees re-hired by the SPS as of October 1, 1990 (who have been gone for five (5) years or more) will be placed on the salary schedule in accordance with their bachelor's degree and actual educational credits earned after the granting of that degree. Effective 10/01/90 additional credit hours earned after the granting of the bachelor's degree and credit for experience shall be applicable for advanced placement on the salary schedule provided that the credits and experience were recognized by the Office of the Superintendent of Public Instruction (OSPI) in accordance with applicable provisions of WAC 392-121. If an employee holds two (2) or more bachelor's degrees, eligible credits for advanced placement on the salary schedule shall be those credits earned after the granting of the employee's first bachelor's degree in any field.

2. An employee shall present all official transcripts in envelopes sealed by the college/university as soon as possible after a contract is offered. Transcripts for Human Resources are required in addition to transcripts sent to the Superintendent of Public Instruction, Olympia, Washington, for certification purposes. Submission of transcripts to Human Resources as college credits are earned is required for accurate salary placement.

   a. A statement of evaluation of credits to be used to establish salary placement shall be sent to each employee new to Seattle Schools after their transcripts have been received and evaluated by Human Resources.

   b. Acceptable Credits - All acceptable credits will be subject to the restrictions provided in Article IV, F,1, above.

      1) College Credit: All education-related credits earned through colleges/universities accredited by the National Council for the Accreditation of Teacher Education and/or by the American Association of Collegiate Registration and Admission Offices (AACRAO) shall be acceptable for advancement on the Certificated Non-Supervisory Employees Salary Schedule. Other college/university credit shall count toward advancement on the Certificated Non-Supervisory Employees Salary Schedule, provided the institution is reported in the publication "ACCREDITED INSTITUTIONS OF POST-SECONDARY EDUCATION" published by the American Council on Education as having a rating of good or better.

      2) Foreign Colleges and Universities: Credits earned from foreign universities and colleges accepted by an accredited American college/university shall be counted toward advancement on the Certificated Non-Supervisory Employees Salary Schedule.

      3) In-service and Workshop Credit: Professional in-service credit earned and reported prior to 10/01/79 which was earned while attending Seattle Public School Staff Development

Training Programs, shall be acceptable for advancement on the Certificated Non-Supervisory Employees Salary Schedule.

4) Professional In-Service Credit: Professional in-service credit earned and reported prior to 10/01/79 may be granted for certain types of curriculum committee activities, professional association workshops, study conferences, or the like, upon approval of the Professional Development Office. The number of credits may vary depending upon the activity.

5) Community College Credit Including Physical Education and Activity Courses: Undergraduate work done while attending an accredited community college shall be accepted for salary purposes if the community college work is accepted by the college/university where the B.A. degree is earned.

6) Community college credits earned in accredited community colleges after a B.A. degree has been granted will be accepted at full credit value for salary purposes, following the established rules for the acceptance of college credits. The credits earned must be listed in the University of Washington College Transfer Guide or must otherwise be applicable to a bachelor's or more advanced degree program.

7) Vocational teachers will be awarded salary credit for earned academic credits from vocational institutions accredited by the Superintendent of Public Instruction and/or the Northwest Association of Schools and Colleges.

8) For classes offered in community colleges in programs other than those listed in the College Transfer Program, credit will be granted where there is a direct relationship of the courses to the applicant's primary instructional or administrative responsibility, or if they improve or update an individual's skills, knowledge or understanding so as to enable the employee to perform instructional or administrative duties more effectively.

9) Non-acceptable credits include duplicate courses.

10) Each ten (10) clock hours earned after 08/31/87 through in-service or continuing education which meet State Board of Education approval standards and are approved by the SPS Human Resources Department will count as one (1) in-service credit as defined by WAC 180-85-030 and WAC 392-121-257. Clock hour credits may not be used to earn a B.A. or higher academic degree. Official documentation of clock hours earned must be provided by the approved agency which offered training.

11) Employees hired (or rehired) after December 31, 1991 will not be placed in the salary lane which recognizes a B.A. level degree and 135 quarter hour credits unless the employees are eligible for grandfathering in this column in accordance with the guidelines of the State Department of Public Instruction. Eligibility to move from lanes: 100, 200, 300 or 500 to lane 700 (BA and 135 credits) expires August 31, 2005.

3. Experience Credit

a. Effective 10/01/90, for purposes of calculating experience credit, nine (9) to twelve (12) months of full-time (contract) teaching during one (1) year will constitute a school year, except that two (2) full semesters in separate years may be counted as one (1) school year. Effective 10/01/90, part-time employment which required certification and was completed under contract will be calculated by dividing the total number of full-time equivalent days served by one hundred eighty (180) and rounding to the nearest tenth (10th).

b. Seattle teaching experience credit, as defined in Item 3, a above, shall be granted to employees hired into SPS for the following:

1) Teaching in approved public, private or parochial preschools or elementary schools and if the employee was certificated. Only schools within the United States or its territories

which appear to be patterned after the public school system will be considered except as provided in Item b,5 below.

2) Teaching experience as defined in Item 3, a above which is gained in the Armed Forces Dependent Schools.

3) Twelve (12) months of active military service or a major fraction thereof (182 days or more) may be counted as a year of prior service at full credit for salary purposes, except that no employee may be given credit on the salary schedule for more than two (2) years of active military service, including both prior service and service while on leave from SPS. Allowable credit is not to exceed the maximum in their salary lane. Military credit can be given only for active service in the armed forces of the United States. If law determines that more than two (2) years can be credited towards service, the higher amount of service will be given as appropriate.

4) Classroom teaching experience as defined in Item 3, a above gained in the Peace Corps or VISTA shall be accepted.

5) Experience credit for full-time teaching in private or public schools in and under the auspices of foreign countries outside of the United States and its territories will be granted for experience on the basis of two (2) full years of teaching for one (1) year of Seattle salary experience credit, provided that the person was certified or eligible for certification under the laws of that particular country at the time of the experience. Verification of the experience and/or certification is not always possible. The SPS reserves the right to accept or reject on a case-by-case basis, any experience and/or education claimed. Reasonable evidence or verification is required.

6) Effective 10/01/90, prior experience for those employed in the fields covered by the Educational Staff Associate (ESA) Certificates may be counted for salary purposes only for those who will serve in these fields for the SPS. Prior public school experience for the fields covered by the ESA Certificates will carry full SPS credit. Other prior service in these areas may carry salary credit if the assignment involved school age children and the person was properly trained in their field at the time the service was given. The prior service will be granted on the basis of one (1) full calendar year of experience for each year of experience allowed. Effective 09/01/92, ESA certificated employees will be given salary credit for prior experience as certificated teachers according to the same guidelines used for SPS employees with teaching certificates. This credit will include applicable substitute experience.

7) Employment in public or private vocational-technical schools, community/junior colleges, and universities in positions which, in the judgment of SPS, are comparable to those which require certification in K-12 schools will be evaluated for experience credit.

8) Experience credit for full-time vocational instructors will be granted up to a maximum of six (6) calendar years of state-accepted occupational experience acquired after the instructor meets the minimum vocational certification requirements.

c. An employee who has been a member of SPS, resigned, taught elsewhere, and has returned to SPS shall be given Seattle experience credit for the intervening experience if this experience conforms to the rules for granting credit and the employee is not at maximum of their salary lane.

d. No experience credit may be granted in an amount to place the employee above the maximum salary for their salary lane.

e. Any employee who has taught in SPS on contract the equivalent of a full semester, less a maximum of ten (10) days absence for any cause, shall be entitled to an annual increment for the following year, provided the employee has not reached the maximum of their classification.

f. If an employee has received a contract late in the school year and does not teach the number of days required to earn an increment, they may add days taught as a substitute in the SPS that same school year to the days taught on contract. In this event, the minimum days teaching required to earn an increment is 81.

g. Seattle teaching experience credit is granted to employees elected to the SPS for substitute teaching in the SPS by adding all days of substitute teaching in the SPS together and dividing by 180. A total of 180 days taught (full time) equals one year, with fractions of .5 or more counted as a full year. For Certificated Non-Supervisory employees hired after October 1, 1990, consistent with SPI practices, the SPS will accept documented substitute time from Washington State public and private preschools, elementary schools and secondary schools in positions which require certification. Certificated substitute experience in public schools outside of Washington State may be acceptable if properly documented, subject to approval by Human Resources.

SECTION I: MISCELLANEOUS SALARY PROVISIONS

1. Summer Semester Programs:

   a. Positions in the summer semester programs shall be established through the classification procedures of Human Resources. Once an employee has accepted a summer school assignment and begun teaching they may be dismissed only for just cause or elimination of the assignment.

   b. Employees in the summer semester programs will be paid an hourly rate for the position they hold in the summer semester program, as follows:

      1) Regular teaching employees will be compensated at their actual hourly rate in effect at the end of the regular school year immediately past, or the average hourly rate for a teaching position, depending on which rate is highest.

      2) New employees, including any summer semester employees who worked as substitute employees during the school year immediately past, and regular non-teaching employees will be compensated at the average hourly rate for a teaching position in effect at the end of the regular school year immediately past.

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

2. Compensation for Special Summer Project Assignments and Workshops - Salaries for employees who are participants in special summer projects or workshop assignments shall be as follows:

   a. All salaries are to be determined through the regular classification procedures by Human Resources according to job requirements in the following areas: required training, required experience, job responsibility, and work environment conditions. No other commitments will be honored by Payroll Services.

   b. Employees whose summer project or workshop assignments involve the same or similar kinds of duties and responsibilities as their regular school year assignments shall be paid a per diem rate based on their individual contract salary, divided by the number of days specified in their individual contracts.

3. Compensation for Professional Development Instruction: Professional development compensation shall be dependent upon the program offered by the SPS. Instructors who are SPS employees shall be compensated at the rate shown on the Compensation Schedule for Special and Supplemental Assignments.

4. Compensation will be given for National Board for Professional Standards (NBPS) certification at the amount set by the legislature. ESA employees, who are not eligible for NBPS certification, will receive $1,500 each year for valid national certification in their respective fields.

   a. If the legislature ever decides to pay ESA employees for national certification, this section is open for discussion between SEA and SPS.

   b. ESAs must earn national certification before the last day of school. Employees with continuing national certification will receive a lump sum payment on the September 1st paycheck. A copy of the certificate must be provided to Human Resources as soon as possible, but no later than July 31st in order to receive payment on September 1st.

   c. Employees are responsible for providing Human Resources with verification of renewal when their certificates expire. Employees whose certification has lapsed have an obligation to inform SPS as soon as possible of this fact. If they are paid erroneously because of a lapsed certificate they must repay the overpayment.

   d. The compensation will be pro-rated based on the employee's staffed FTE as of July 31st of the year.

   e. If an ESA employee leaves SPS employment during the year, they will not receive this compensation.

   f. Social workers will be eligible for this payment if an equivalent national certification is identified. Nurse practitioners who hold a national certificate other than the National School Nurse certificate will be eligible for this payment so long as the nurse practitioner national certificate is in a child-related field and relevant to their work in schools.

5. Payment Regulations:

   a. One-twelfth (1/12) of the annual salary of the employee shall be paid on the first duty day of October and of each succeeding month. If individual contracts corrected on the basis of credits submitted are issued subsequent to 10/01, the corrected salary shall be paid pro rata for the remaining payments for that school year. If the regularly scheduled payment day occurs when employees are not on duty, warrants will be distributed to the employees on the first SPS business day of the month.

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

   b. Summer payments of the annual salary shall be mailed to the employee on the first SPS business day of the month.

   c. Special summer payments to pay employees for work in the summer programs shall be made once each in the months of July, August, and September.

   d. Pro rata payments for changes of salary, special assignment payrolls, and requests for special payments that are received in Payroll Services on or before the 15th of the month will be processed with the first subsequent monthly payroll and paid on the first SPS business day of the month.

   e. Contract Adjustments: A set of all official transcripts shall be sent in a sealed envelope from the college or university to Human Resources as soon as possible after a contract is offered. Transcripts required for Human Resources to determine contract adjustments, if any, are in addition to transcripts sent to the Office of the Superintendent of Public Instruction (OSPI) for certification purposes. Upon completion of additional college or university work, the employee

shall have the transcript sent to Human Resources to assure proper placement on the SPS Salary Schedule.

f. Individual Contract Changes: The deadline for filing of credits in Human Resources for employees currently employed and for salary adjustments for the current school year is the last school day in October. The deadline for the earning of the credits is October 1. Credits earned during the first semester, or later, may not be counted for salary purposes until the following year. No in-service workshop or professional in-service credits earned or reported after October 1, 1979 shall be accepted or counted for salary advancement.

Further clarifications to these deadlines are as follows:

1) Employees whose transcripts for credits or degrees earned through October 1 which, for any reason, have not reached Human Resources by the October deadline (the last school day in October) may send in their transcripts after the deadline, but for current school year salary adjustment purposes no later than the last school day of the first semester. Late transcripts received after the October deadline will be evaluated for current salary increases, but any earned increase will be granted for the second semester only.

2) No transcripts of credit or degrees will be accepted after the last school day of the first semester for current school year salary adjustments. Transcripts of credits or degrees received after this time will not apply until the following school year.

3) Salary adjustments for employees currently employed are made as soon as possible after credits justifying the change are received. Credits received by 08/01 make possible salary adjustments in October warrants. Credits received after 08/01 and on or before the last teaching day in October make possible salary adjustments by 12/01 but not later than 02/01 retroactive to the beginning of the school year.

4) Employees who have earned additional college credits, whatever the date, and whether or not they would affect salary, are urged to submit these credits as early as possible so that their records may be up to date at all times.

5) Transcripts must be official, contain the college registrar's stamp, and may be sent directly to Human Resources. If sent or brought in by the employee, they must be enclosed in envelopes sealed by the college. Unsealed transcripts will not be accepted for salary purposes at any time. It is the employee's responsibility to order these; they are never requested from a college by the SPS. Official transcripts for Human Resources are required in addition to transcripts sent to the Superintendent of Public Instruction in Olympia by the educator or the college. The SPS will not forward transcripts to the Superintendent of Public Instruction in Olympia for certification purposes.

6) Vocational academic credits must be listed on either an official, sealed transcript or listed on an official certificate from a vocational institution accredited by the Superintendent of Public Instruction and/or the Northwest Association of Schools and Colleges. The official certificate must recognize successful completion of the course(s) and must list the number of clock hours completed. This official certificate must be enclosed in an envelope sealed by the vocational institution.

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

6. Hard to Staff Positions. Each year prior to the staffing process, the Labor/Management Committee (LMC) will meet to determine if there are positions that should be listed as having a “hard to fill” designation. The LMC will meet to develop strategies to fill and retain teachers in hard to staff positions. The LMC may utilize up to $57,454 for the purpose of filling hard to staff positions.

ARTICLE V: SUBSTITUTES

ARTICLE V: SUBSTITUTES

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

1. Types of Substitutes:

    a. Senior Substitute: A person eligible to substitute for the SPS, who has served four (4) or more years as a SPS substitute educator or regular employee and who is willing to accept any assignment for which they are qualified, shall be called a senior substitute. To maintain this designation a Senior Substitute must work 45 days in the prior year and accept assignments for which they are called. (Note: to be eligible to self-pay for medical insurances the senior substitute must work at least 90 days in the prior year). Teachers laid off and not re-employed by the start of the school year, upon application, will be considered a senior substitute.

    b. Regular Substitute: A person eligible to substitute for SPS, who has served fewer than four (4) years as a SPS substitute or regular employee and who is willing to accept any assignment for which they are qualified, shall be called a regular substitute.

    c. Building Designated Substitute: A person who is specifically employed or assigned as a Building Designated Substitute for a given school year to serve every day as a substitute educator at a specified school or cluster of schools.

    d. Long-Term Substitute: A substitute who remains in a single assignment of forty-five (45) or more consecutive workdays.

2. Assignment of Substitutes:

    a. Substitutes shall receive consideration for 16-day and/or 60-day assignments, provided an unassigned contracted teacher serving in the contracted substitute pool cannot fill the vacancy.

    b. 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. Coverage shall begin on the first of the following month if the eligibility begins between the 1st and 15th of the month. If eligibility begins after the 15th of the month coverage shall begin on the first of the second full month thereafter. Eligibility shall be for a minimum of three (3) months beyond the last day in the assignment.

    c. A continuous assignment is defined as working consecutive days in a single assignment, in multiple assignments in the same school, or in high needs schools or hard to fill positions.

    d. Substitutes selected for a "hard to fill" pool will be considered to be in a continuous assignment.

    e. The SPS shall not use substitutes on a continuing basis for more than ninety (90) student days in lieu of regular certificated non-supervisory employees. The District will utilize leave-replacement contracts for those long-term positions which are unfilled or where employees are out on leave for one school year or less than one year but greater than ninety (90) student days. If a substitute working more than ninety (90) days in a position is ineligible for a leave-replacement contract, the substitute will receive a stipend equivalent to the contractual pay they would have received if they or the position had been eligible for a leave replacement contract.

f. Building principals/program managers shall not require a substitute to supervise another class during scheduled Preparation-Conference-Planning (PCP) time. In the event that a substitute does supervise another class during their scheduled PCP time, they shall receive additional compensation from the funds the building has that are generated from the "lack of substitute funds" prorated to the daily rate for the PCP time lost.

g. Should two (2) or more substitutes be called for the same assignment, the SPS shall pay each substitute called for the full rate of pay for the initial day of the assignment.

h. A one-half (.5) day substitute assignment shall consist of up to three and one-half (3.5) clock hours.

i. An assignment of over three (3) consecutive class periods (or the equivalent if a school has adopted an alternative schedule) at the secondary level or more than three and one-half (3.5) clock hours at the elementary level shall count as a full day of service, except that any student contact period of fifteen (15) or less minutes before or between classes shall not be considered a violation of Item e above.

j. In the event a substitute is assigned to two or more buildings in one day, the employee will be paid the contractual mileage.

k. When working an assignment in a school with a rotating schedule, and on a day when there is no PCP time, a substitute is entitled to an hour of extra pay if they remain at the school for one hour beyond the contractual day to complete work that would normally have been completed during the preparation time. This only occurs for single day assignments. If the assignment is for multiple days, the teacher's regular extra-long planning time will occur on a separate day and there shall be no extra payment.

l. Substitutes will be paid an extra half hour for those teachers who are working a supplemental .1 FTE contract, and an extra hour for those teachers who are working a supplemental .2 FTE contract.

3. Teacher Request for a Specific Substitute: A request for a specific substitute, made by a regular full-time or part-time teacher, shall be honored, if possible, provided:

a. The name of the substitute requested appears on the Substitute Roster and the substitute is available for the assignment; and,

b. The Substitute Services dispatcher receives the request the day preceding the absence of the regular instructor, either by telephone prior to 7:00 p.m. or in writing. Substitute Services will make a reasonable effort to honor requests made after 7:00 p.m.

4. Classifications of substitute assignments:

a. Daily assignments up to and including fifteen (15) consecutive workdays. The base rate of pay for daily substitute assignments shall be as indicated in the Salary Schedule for Substitutes in the Appendices of this Agreement. Payment step is based on the greater of the number of hours worked in the previous or current school years. A person who has served as a regular employee the previous school year shall start the current school year at the highest payment step. Higher daily pay is not retroactive to the beginning of the school year.

b. Sixteen (16) consecutive workdays or longer assignments. Any assignments that exceed fifteen (15) consecutive workdays shall be paid at the contract teacher rate retroactive to the first day of assignment, except that, when Human Resources knows the assignment to be greater than fifteen (15) consecutive workdays, the contract teacher rate will be paid from the beginning of the assignment.

c. Daily substitutes who have to set up classrooms will receive two (2) day's pay at the substitute per diem rate, up to sixteen (16) hours.

d. Building Designated Substitutes will be issued a contract paid at the teacher contract rate. They are also entitled to medical and dental insurance benefits and contractual days funded at the same rate as all other regular certificated non-supervisory contracted employees.

e. SPS may designate a pool of certificated and classified substitutes who agree to be assigned to “hard to fill” positions.

f. Substitutes who agree to work in positions that are designated “hard to fill” according to Article V, 2, will be paid a substitute rate determined by the Labor Management Committee.

5. Breaks in consecutive day assignments

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

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

6. Leaves and Sick Leave for Substitute:

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

b. Substitutes who serve in assignments of twenty-one (21) or more consecutive workdays shall be entitled to Bereavement Leave.

c. Substitutes who work 630 hours will accrue sick leave at 1 hour for every 20 hours of work in the same school year.

d. Senior substitutes shall accrue sick leave at 1 hour for every 20 hours of work in the same school year.

e. Daily substitutes accrue paid sick leave at the rate of one hour for every 40 hours worked. Daily substitutes who work 90 days or more in a school year shall be credited with sick leave accrual at the end of the year at the rate of 1 day worked per 20 hours for the previous year.

7. Medical insurance eligibility: When the insurance providers allow participation, substitutes who have worked at least ninety (90) days in the previous year shall be eligible to participate on a self-paid basis in SPS-sponsored medical insurance plans offered regular employees under the terms of this Agreement. The substitute may elect medical only or a medical, dental and vision plan. Eligibility shall be for the subsequent year, following the substitute having worked at least 90 days in the prior year. Substitutes may enroll during the fall open enrollment period. If not selected in the fall open enrollment period, the substitute has waived their right to enroll for that year. Each substitute electing to participate shall make written arrangements, including payment schedule, with the SPS's Payroll Service or its designee. Starting January 1, 2020, the rules of the School Employees Benefit Board (SEBB) shall govern the eligibility for the health and welfare benefits. See MOU SEBB, Appendix QQ.

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 I.

ARTICLE V: SUBSTITUTES

9. Pay for Extra Work upon Opening of School: Certificated substitutes who work in excess of eight (8) hours the day prior to the opening of school or the first day of school shall be paid on an hourly basis for the extra work. The extra pay shall be equal to one-eighth of the daily rate for each hour worked in excess of eight. Payment for this work is conditioned upon the extra work being approved in advance by the principal/program manager.

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

11. Substitutes working in long term substitute positions may also take part and will be paid for professional development while they are assigned to the building. Substitutes may also access the Substitute/SAEOP/Paraprofessional professional development fund as outlined in Article II, Section C. 2.c. On early release days, daily substitutes may attend the professional development in the assigned school; attend another district provided professional development experience; or may work with administration doing tasks during their assigned hours.

12. At the request of the employee, substitutes working in a long-term assignment of sixty (60) continuous days or more will be evaluated by the building principal, program manager, or assigned administrator using the evaluation tool found in Appendix P. Those substitutes, working in a long-term assignment for more than ninety (90) days will be observed at least once using the Charlotte Danielson framework and evaluated using Appendix P. A copy of all documentation will be provided to the substitute employee first and then a copy of the evaluation will be sent to the employee's district personnel file.

13. The substitute evaluation process will not be utilized in lieu of personnel issues that could potentially lead to discipline. Any personnel issue will be handled through the procedures outlined in Article III and using the SEA/SPS jointly developed incident report form.

14. A substitute may not be barred from a building/program without notification. In an effort to support informal resolution of concerns, a substitute has a right to a meeting within two (2) weeks of filing with a Labor Relations Manager or designee, and prior to the form being placed in the employee's file. In an effort to support informal resolution of concerns, a substitute has a right to a meeting with a Labor Relations Manager or designee within two (2) weeks of the filing of an incident report form, and prior to the form being placed in the employee's file.

15. 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.

    b. Half day paid orientation training for new substitutes.

    c. District ensure sufficient funds in the Substitute Professional Development Fund to pay for Substitute Orientation and the August professional development day.

    d. Substitutes have access to paid racial equity, LGBTQ and special education trainings. Required trainings are not funded by the Substitute Professional Development Fund.

ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES

ARTICLE VI: LEAVE RULES, REGULATIONS AND PROCEDURES

SECTION A: SHORT TERM LEAVES

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

1. Sick Leave

    a. At the beginning of each school year, each employee shall be credited with an advance sick leave allowance equal to ten (10) days. Should the employee leave the SPS prior to the end of the contract year, or become a part-time employee, the employee's sick leave will be prorated to reflect actual time worked.

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

    c. Employees may accrue sick leave in accordance with State law. Employees may cash out sick leave in accordance with State law.

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

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

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

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

    h. Upon return from extended sick leave or FLMA, the employee will return to the same position, so long as the leave did not exceed one (1) school year. For those employees assigned from programs (Nurses, OT/PTs, Audiologists/SLPs, and Psychologists), the right to the same site assignments will also be given unless there has been a change in FTE at one or more of the buildings the employee was assigned to. In this case, the employee and supervisor will discuss which buildings to return to and will utilize Human Resources and SEA if necessary.

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

2. Personal Leave: Beginning in 2019-2020, employees will receive four (4) days per year of Personal Leave and eight (8) days of sick leave for a total of twelve (12) days. The four (4) personal leave days are for situations which require absence during school hours for purposes of transacting or attending to personal or legal business, or family matters. The leave shall be granted with full pay during the work year. Unused personal leave will be converted and added to the employee's sick leave accrual at the end of the fiscal year. These days can be used for religious observance. District policy and state law also provides for up to two (2) additional days of unpaid leave for reasons of faith, conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. All leaves granted under these provisions will be in units of full days or half days.

3. The procedures for obtaining sick or personal leave are as follows:

   a. An employee who anticipates the need for taking short term leave shall notify her/his supervisor at least three (3) working days before taking the leave.

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

   c. The employee must make proper arrangement for a substitute, if they work in a position for which a pool of substitutes exists. Substitute plans should be prepared and provided to the designated SAEOP office staff.

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

   e. Fridays and Mondays, particularly those associated with a holiday weekend, are generally those days which have the highest demand for substitutes and often the Substitute Office cannot fill all requests for substitutes. Employees are encouraged not to request personal leave on Fridays or in conjunction with holiday weekends. If leave is taken, employee is encouraged to confirm dates and provide substitute plans with the designated SAEOP office staff. In the case of an emergency, SPS will attempt to provide a substitute, but in the cases where no substitutes are available, the buildings will not be reimbursed by SPS for the lack of substitutes.

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

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

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

   i. In 2019-2020, a joint work group will review personal leave use, determine reasonable bumpers on high demand personal use days related to holidays and breaks resulting in unfilled sub assignment, cash out options/incentives and parameters for the use of personal leave. These recommendations will be incorporated into a MOU to be approved by SEA and SPS with the goal of being implemented at the start of the 2020-2021 school year.

4. Sick Leave Buy Back.

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

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

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

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

6. Worker's Compensation:

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

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

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

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

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

7. Bereavement Leave:

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

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

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

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

8. Attendance at the Legislature:

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

9. Jury Service:

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

a. Arrangements for the necessary temporary leave shall be made through the supervisor.

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

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

10. Mandatory Court or Subpoenaed Appearances:

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

a. When the employee's appearance is essential to or on behalf of SPS interests, leave shall be with full pay.

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

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

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

11. Adoption Leave:

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

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

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

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

14. Attendance at Meetings and Conferences:

    a. Categories of leaves which are permitted without salary deductions under this section are as follows:

        1) Substitute educator and necessary expenses paid by the SPS. This category applies to employees authorized by the Board to represent the SPS at important educational conferences.

        2) Substitute educators paid by the SPS; necessary expenses paid by the employee or outside agency. This category applies to employees authorized by the Board to represent the SPS at important educational conferences.

        3) Substitute educators paid by the employee or their sponsor; no expenses paid by the SPS. This category applies to employees or members of the organization sponsoring the conference or meeting and who have been authorized to represent their local organization. Reimbursement to the SPS for the cost of the substitute is required.

    b. Categories of leaves which are permitted with salary deductions under this section are as follows:

        1) Up to two (2) weeks leave (10 working days) for other causes (without pay) may be granted upon application to the building principal/program manager and approval by the appropriate executive level administrator/department director for reasons which are compelling and of substantial value to the employee and cause no serious disruption to the educational program.

        2) Leaves beyond ten (10) working days will be submitted to the appropriate executive level administrator for regular SPS processing.

15. Inclement Weather Leave:

    a. Any leave requested for days which are normally contracted but fall on days that school is not open due to inclement weather shall not be charged to the employee.

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

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

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

e. Principals/program managers will initially request volunteers to meet the operational needs of the building before requesting employees to remain.

f. When schools are opened late, employees will report to work at least thirty (30) minutes prior to students.

SECTION B: LONG TERM UNCOMPENSATED LEAVES

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

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

b. Employees who are out of their assignments for health reasons or who use 10 consecutive days of sick leave must submit a written leave application to Human Resources at that time. Approval will be granted if the employee has provided medical certification that they are unable to perform the essential functions of their job and has signed a medical release that allows SPS to communicate with the employee’s medical provider regarding information relevant to the leave request approval process. When SPS considers it necessary to verify the need for health leave, the employee may be required to be examined by a SPS appointed medical officer. Any visit to a SPS appointed medical officer shall be at SPS expense, including documented mileage and parking.

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

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

e. Seniority is retained but not accumulated, while on Unpaid Leave for Health Condition. No increment is allowed for the year(s) when an employee is on Leave for Health Condition.

f. An employee whose performance has been evaluated unsatisfactory, placed on a plan of improvement or placed on probation prior to Leave for Health Condition will be returned with

the same status and same supervisor and same position, if possible, if the position exists upon completion of the leave.

g. Employees using unpaid leave may continue insurance coverage for twelve (12) months by self-paying the entire premium, if allowed by the insurance carrier.

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

2. Child Care Leave:

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

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

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

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

c. Employees are eligible to receive Child Care Leave without pay.

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

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

3. Other Long-term Leaves Without Pay:

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

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

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

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

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

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

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

4. Placement Upon Return from Leave:

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

b. An employee who has been on leave for two (2) years or less may request a return to service at a time other than the start of a school year by applying for vacancies and being selected through the site-based hiring process. If there is no assignment available through the site-based process, the employee may substitute at substitute pay. If no assignment is available and the employee has made the request to return to service before March 1, the employee will be placed in the displacement pool for the upcoming school year. An employee on leave or returning from leave is subject to Reduction in Force provisions.

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

d. On returning from leave, the employee will receive experience credit and earned clock hours or credits for those leaves and classes that are accepted for experience or salary schedule credit by OSPI. Accumulated sick leave will be restored upon return from leave.

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

5. Military Leave and Service Credit:

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

Leave for military training duty of up to fifteen (15) calendar days leave per year, or the amount required by law, will be granted with pay for reservists ordered to active training duty, provided, that

any reservist shall present evidence to the SPS that they made all reasonable efforts to arrange for the active training duty during the summer months or other school vacation period. The request for training must be submitted to Human Resources for processing.

6. Failure to Return from Long-Term Leave

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

SECTION C: LEAVE FOR SEA OFFICERS

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

2. Leave Provisions for Officers:

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

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

   c. Bargaining Unit employees who were or are elected to serve as officers of SEA in a full time or regular part time position, shall be granted a leave of absence for the duration of their term of office. SEA shall notify SPS in writing and request the leave of absence on behalf of the employee(s). The SPS shall acknowledge the request in writing. SPS shall make retirement contributions on the employee's behalf in accordance with applicable laws and regulations contingent upon being fully reimbursed by SEA.

   d. Officers who are granted a leave of absence in accordance with this Section C shall retain their seniority rights and shall be entitled to a salary increment if they would have otherwise been eligible for the advancement on the salary schedule and any other contractual considerations granted to other employees covered by the Collective Bargaining Agreement. [This is retroactive to (1992-93) for Teachers' Retirement System Plan I, (TRS-II, TRS-III).]

3. Conditions for Released Time:

   The officers of SEA who have been provided leave pursuant to Chapter 41.59 RCW shall resume duties with SPS at the conclusion of the term of office, unless re-elected to the same or another office. Upon return to duty, the officers who have been released shall be entitled to a position comparable to their previous position with SPS. The officers shall retain the same position on the salary schedule and receive an increment if eligible and not already at the maximum in the salary lane. SPS agrees to maintain accumulated sick leave, retirement, and seniority rights for the officers during the period of the leave.

4. Special Requests for Released Time:

   a. Requests by the SEA for SPS staff members to be released for a period not to exceed five (5) consecutive days as special consultants to participate directly in a collective bargaining session on a specific proposal or issue, when the consultant's particular expertise would contribute to the development of a full consideration of the matter being discussed, shall be in

writing to the SPS. Copies of written requests for released time shall be presented to the Chief Human Resources Officer or their designee, Labor Relations, and administrative supervisor as soon as possible, but not less than three (3) working days prior to the date of release. The requests will be reviewed by the SPS, and when released time is provided it shall be subject to reimbursement to the SPS for the cost of any necessary substitute.

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

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

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

ARTICLE VII: EMPLOYEE BENEFITS AND PROTECTION

ARTICLE VII: EMPLOYEE BENEFITS AND PROTECTION

SECTION A: GROUP INSURANCE PROVISIONS

1. Effective January 1, 2020, these provisions will be replaced by the School Employee Benefits Board (SEBB). See MOU, Appendix QQ for transition.

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

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

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

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

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

    e. Buildings that create partial jobs (displacements of .5 or 1.0 FTE are not covered by this provision) resulting in situations where an existing employee is not able to maintain their full FTE will be responsible for maintaining the employee's benefits at the FTE they held prior to the change. (Example: a building decided it needs only a .8 teacher, there is not ability of a 1.0 teacher to pick up the .2 through displacement, and the building would be responsible to pay the .2 in benefit costs). This would not apply to a situation where an employee has voluntarily reduced their 1.0 FTE, nor would it apply to situations where the employee could be assigned to another job which maintained 1.0 FTE but chose not to do so.

    f. Mental health services are offered to employees.

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

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

    a. Beginning with the 10/01 pay warrants, the SPS's maximum contribution rate to the pool shall be the State monthly allocation figure for insurance benefits.

    b. Any unutilized portion of the Group Insurance Fund Pool for certificated employees of the SPS shall be computed by the SPS based on the 12/01 payroll, with adjustments made for projected changes in certificated employees' participation in group insurance programs.

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

    d. The unutilized amount will be divided among individual enrollees whose participation in SPS insurance programs as of 12/01 exceeds the maximum average enrollee share on an equitable basis as determined by the SPS, after consultation with the SEA. The resulting figure will be effective for the pay periods beginning 01/01 through 08/31, provided that in no

case shall any individual receive more than the amount necessary to pay for SPS insurance programs selected by the individual.

SECTION B: LIABILITY COVERAGE AND HOLD HARMLESS PROVISIONS

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

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

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

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

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

SECTION C: PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

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

1. Preservation of Order in the Schools:

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

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

2. Benefits to Employees:

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

    b. All regular full-time, part-time, and substitute employees will be provided space to secure personal belongings (e.g., coat, purse, etc.) School safety committees may meet to discuss how to achieve this goal and what is feasible within the school’s resources and building design.

    c. The SPS shall provide legal counsel to an employee against whom a lawsuit is instituted, and which suit arises out of the employee’s proper exercise of that force authorized in Item 1, a

above, or other SPS regulations. Furthermore, the SPS shall assist an employee in obtaining counsel to represent the employee when they have been assaulted in or around the school premises or as a result of the employee performing their professional duty.

d. To the extent required by law, SPS Self-Insured Employer Worker's Compensation benefits in accord with the Industrial Insurance laws of the State of Washington shall reimburse an employee for medical, surgical, hospital, disability, or rehabilitation costs incurred as the result of an injury sustained in the course of the employee's employment or as a direct result of the employee performing their responsibilities.

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

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

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

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

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

5) The use of personal equipment for instructional purposes must have the prior approval of the building principal/program manager or supervisor.

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

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

3. Reporting Procedures:

An employee shall immediately report any assault suffered by them in connection with SPS employment to their building principal/program manager or other immediate supervisor and cooperate fully in the completion of written and oral reporting procedures. Furthermore, to qualify for benefits under items b, c and d above, they shall permit the SPS or its authorized representative to examine all medical records pertaining to the injury for which recovery is sought. This does not preclude an employee calling 911 prior to notifying the SPS.

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

SECTION D: TRAVEL ALLOWANCES

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

2. Employees authorized to utilize their personal vehicle on SPS business shall carry insurance in accordance with Washington State law.

SECTION E: TRANSPORTATION OF STUDENTS

1. Employees are not required to furnish transportation for students participating in school activities.

2. Employees who sponsor and obtain SPS approval of school activities utilizing private transportation should assure themselves that:

    a. The drivers are appropriately licensed and carry adequate insurance;

    b. The vehicles to be used are in good operating condition; and,

    c. Parent requests for student participation on the trips are on file before departure.

SECTION F: TAX SHELTERED ANNUITIES

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

SECTION G: TRANSIT PASSES

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

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

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

SECTION A: STAFFING DECISIONS

SEA and SPS believe that attracting and retaining talented classroom and support educators, who possess the passion and dedication to serve our students furthest from educational justice, results in high quality instruction. To that end, SPS commits to developing and rigorously applying talent management recruitment and hiring practices based on the Racial Equity Analysis Tool that have the effect and impact of increasing the hiring of educators of color and educators with race, gender and linguistic diversity, as set forth in Board Policy No. 0030 - Ensuring Educational and Racial Equity. As such, SPS commits to actively recruiting, employing, supporting and retaining a workforce that includes racial, gender and linguistic diversity, as well as racial-equity literate administrative, instructional and support personnel. In addition to SPS efforts, site-based hiring teams will be trained in the Racial Equity Analysis Tool as part of the site-based interview training.

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

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

1. Advertise vacant positions as early in the Spring Staffing process as possible. Title I schools are able to advertise and hire their positions as early as possible. Similarly, schools with special education and hard to fill positions are also able to advertise and hire for those positions as early as possible.

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

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

4. Prudently manage the displacement pool.

5. Identify shortage areas such as special education early and offer contingency contracts.

6. Notify certificated employees of reduction in force (RIF) by early May.

7. SEA and SPS agree that hiring and retaining educators of color is a primary focus of the District's efforts to have work force equity under Board Policy No. 0030 – Ensuring Educational and Racial Equity. See MOU, Appendix OO.

SECTION B: THREE-PHASE STAFFING PROCESS

1. The Certificated staffing process will include the following Phases:

   Internal Only

   At the start of the budget and staffing period, with the exception of positions in critical shortage areas such as special education and in Title I schools, vacant certificated positions will be advertised for a specified period 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 for internal only positions.

Displaced and Contingency Contract Holders Only

After any placements deemed necessary by Human Resources to comply with Federal and State disability accommodation requirements are made, remaining vacant positions will be advertised for displaced staff only.

The positions will be advertised as “open to all displaced”. Displaced teachers will apply for positions following the agreed upon process. Site teams will conduct interviews and make recommendations to HR. Any remaining positions in Level 2-5 schools will be assigned to displaced staff by HR and the Instructional Directors considering categories, experience, the employees’ preferences and program needs.

Positions in categories where there are no displaced staff will be offered to Reduction in Force (RIF) employees with right to return in seniority order.

Open Hiring

Positions in high-needs areas (e.g., special education) and in Title I schools will be advertised for all applicants, internal and external from the start of the budget and staffing period unless there is a reduction in force (RIF) in specific categories. Other non-Title I schools and low-need subject areas will be eligible for open hiring once the number of openings exceeds the number of displaced staff and all RIF’d employees have been recalled into positions (if applicable)

2. For purposes of this section, “displaced” staff are defined as staff who:

   a. Are involuntarily removed from a building or program as a result of being least senior in their category because the number of staff exceeds the building’s requirements for the following year.

   b. Volunteer to leave the building or program either because the number of staff exceeds the building’s requirements for the following year or the school direction has changed, and the displacement removes the need to displace someone else. If there are more volunteers than necessary, the most senior volunteer will be offered the opportunity to move.

   c. Volunteer to leave a school or program that SEA and the SPS have mutually agreed is undergoing a significant change in direction.

   d. Volunteer to leave a “school requiring SPS intervention” as described in Article VIII, G, below.

   e. Are involuntarily removed due to a building or program closure.

   f. Are returning from leave of more than one year.

   g. Are new recruits to the SPS who have been offered contracts and need assignments.

   h. Any employee who is not meeting the expectations of the performance schedule, as set forth in Article XI, will not be permitted to voluntarily displace himself/herself from a school or program.

3. Assignment of displaced employees:

   a. All individuals remaining in the displaced pool on July 1st, including new recruits, will have a temporary assignment prior to the opening of school. These temporary assignments will be in vacant positions for which they qualify or, if no position for which they qualify exists, they may be placed on temporary assignments in buildings to assist as a substitute on contract until another position for which they are qualified is available.

b. At the start of the school year unassigned staff placed as temporary substitutes into vacant positions for which they are qualified but do not hold the right category will receive consideration for permanent placement in the positions.

c. Except as provided elsewhere, any contracted teacher who is displaced from a building, and no position for which they are qualified is available, the employee will be designated a substitute-on-contract (SOC) at full pay and benefits until they are assigned a position.

d. An employee who is displaced shall have the right to return to their immediate previous work location if that former assignment becomes available within two years of the teacher's being displaced. Employees must notify Human Resources in writing by February 1st of the current year if they wish to exercise their right to return the second year.

4. Summer Hiring Plan: Schools will submit a plan describing the hiring process to be used during the summer months. The plan will be turned in to Human Resources in the school's staffing packet submitted in March.

5. SPS responsibility regarding notification of vacancies:

a. Position Change Request (PCR): Principals/program managers submit a PCR intake form to request a position posting upon knowledge that a vacancy has occurred. SPS shall not unreasonably delay in establishing a permanent position in order to hold or save a position or potential position for a particular unassigned employee or other potential applicants. Delays for necessary and unavoidable or otherwise justifiable reasons shall be approved/disapproved by the administrative supervisors.

b. Principals/program managers shall make every reasonable effort to establish teaching schedules to avoid assignments and the establishment of PCRs that require more than one (1) category. Any assignment will be reviewed by Human Resources and, if deemed appropriate, Human Resources will request the approval/disapproval of the administrative supervisor before processing. After PCRs are submitted, categories and FTE may not be changed unless budget is withdrawn or there are significant program changes.

c. The SPS must provide notification of vacancies one week prior to the closing date for applications.

d. Candidates on leave shall receive information describing their rights and responsibilities in interviewing for a position. The employee must provide the SPS with a reliable means for contacting them or their designee.

e. SPS shall send a notice and directions to the SPS's web site concerning job postings for the next school year (sometime in April) to candidates on leave. Thereafter job announcements and standardized application procedures will be available on the internal electronic mail system. Candidates are responsible for monitoring SPS's web site and job postings to identify current openings.

f. Candidates are responsible for submitting site-based applications to schools and participating in interviews.

SECTION C: SITE-BASED HIRING PROCESS

1. SPS commits to hiring and retaining educators of color and increasing the diversity of the SPS work force, as set forth in Board Policy No. 0030 - Ensuring Educational and Racial Equity. SPS will employ strategies that provide for: a) high quality, racial-equity literate interview trainings for all decision-making stakeholders; b) increased community stakeholder engagement, c) racial-equity literate interview teams, and d) site and districtwide measures for assessing improvement based on data. In addition, SEA and SPS believe that training site-based hiring teams on the Racial Equity

Analysis Tool results in improving the hiring and retention of educators of color and increasing the diversity of the work force. To that end, SEA and SPS jointly commit to:

a. Provide training on the racial equity analysis tool, implicit bias, developing interview questions aimed at racial equity values, and use of valid, non-discriminatory hiring protocols during the hiring and selection processes.

b. Provide training as described above for educators participating on interview teams every three (3) years.

c. Provide guidance to interview teams regarding how to identify and report violations of policy or potential discrimination in the process.

d. Provide hiring data to schools to examine the site-based hiring practices.

2. The hiring process must have the following features:

a. All members of the hiring teams will participate in a joint SEA/SPS interview training session which includes communication of the legal constraints against discrimination based on age, race, gender and other factors as well as implicit bias training and norming on interview questions aimed at assessing racial equity values.

b. The hiring team will screen applications and resumes. The SPS will verify appropriate certification for candidates recommended by the school.

c. If there are qualified internal candidates for a position, a hiring team will interview at least two for vacant positions. In addition, hiring teams may give consideration to substitutes as outlined in Article V, 8.

d. Teachers returning from leave, displaced from buildings, and new recruits will be given full consideration in the hiring process.

e. Applicants who best meet the hiring team's criteria will be interviewed by a hiring team that includes a group of teachers who are knowledgeable about the requirements of the position and the school's CSIP.

f. The hiring team will be composed in a way that reflects racial, ethnic and cultural diversity of the District. Interviews and other hiring activities should take place on days and times that allow working parents/community members the opportunity to participate.

g. The hiring team may contain parents and/or other school staff appropriate to the selection process.

h. The hiring team and the principal will jointly develop criteria for staff selection that are in alignment with the school's CSIP. The use of racial equity questions (at least two) provided by HR is mandated as part of the interview process.

i. The hiring team may also decide to ask applicants for additional information not included in the standardized Site-Based Application that are consistent with non-discriminatory hiring protocols.

j. Both the SPS and SEA agree that the goal is to complete the majority of the hiring prior to the end of the school year.

3. Any school that currently uses a hiring process that gives staff a more significant role in hiring than is described below as the minimum may retain their process if the school team and principal find the process serves the school well. The ideal hiring process would be based on consensus of principal and staff. Other options include, but are not limited to:

a. The principal is part of the hiring team.

b. The hiring team makes the final decision.

c. The principal agrees to hire the number one applicant recommended by the hiring team.

d. The hiring team recommends 2-3 top candidates in preference order and the principal selects.

4. The minimum requirement as to staff participation in choosing among candidates is: The hiring team will interview candidates and submit three recommendations in preference order to the principal. The principal must select from among these choices, unless the principal and the hiring team find in checking with references that none of the candidates in fact meet the selection criteria. In that case, three additional recommendations from the hiring team will be made to the principal. If the pool contains no candidates who meet the criteria specified for the opening, the position must be reopened.

5. Conditions for suspension of qualifications-based hiring: Because the designation of substitutes-on-contract may in some years be beyond the SPS's financial ability to support, the SPS reserves the right to set a limit on the number of substitutes-on-contract it will support or the available budget for substitutes-on-contract and to suspend the qualifications-based hiring in order to preserve full time teaching positions for existing employees.

6. Relationship of hiring policy to conditions for layoff and direct reassignments:

a. No part of the hiring process and conditions described in this section shall be construed as changing or qualifying the conditions for staff adjustment (layoff) or the SPS's rights and responsibilities outlined in Article XII of this Agreement.

b. SPS and SEA can agree at any time to bypass the hiring process in exceptional cases.

7. During the first school year in a new position, a teacher cannot be reassigned to another position other than that for which they were hired, without mutual agreement between the principal, the hiring team and the teacher.

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

1. Librarians and secondary counselors will have the same hiring process as provided for above. The hiring process for certificated non-supervisory personnel other than teachers, librarians and secondary counselors (i.e., speech/language pathologists, occupational and physical therapists, school psychologists and nurses) will be the same as that outlined with the following exception:

a. A hiring team will be assembled. The hiring team will include staff from the supervising department in central administration, staff from buildings who are performing similar professional tasks, and other staff who are knowledgeable about the requirements of the position.

b. The hiring team will submit three candidates in order of preference to the director of the supervising department. If none of the candidates referred by the hiring team are found suitable for the position, the director of the supervising department must explain to the hiring team why the information discovered in checking references makes one of the candidates unsuitable for the position. In that case, the department must request three additional recommendations from the hiring team. If the pool contains no candidates who meet the criteria specified for the vacancy, the position must be reopened.

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

SECTION E: RETENTION AND SUPPORT FOR EDUCATORS OF COLOR

SEA and SPS agree that hiring, supporting and retaining educators of color is a primary focus of the District's efforts to have work force equity under Board Policy No. 0030 - Ensuring Educational and Racial Equity. Strategies to further this focus include:

1. Implementing a cohort model for new Educators of Color, including mentorship and coaching, with other professional development.

2. Providing increased access to Career Ladder opportunities and Teacher Leadership Cadre.

3. Educators will have options to self-select multiple identity(ies) and/or ethnicity(ies).

4. Conducting annual surveys of retained educators of color.

See MOU on Hiring and Retention of Educators of Color. Appendix OO.

SECTION F: TRANSFER AND MID-YEAR TRANSFERS

1. Voluntary transfers:

    a. For building based positions, voluntary transfers end on August 1 of each year, unless the two principals waive the deadline.

    b. 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. Employees who accept a position in the spring for the following school year must remain in the new position for the entire year.

3. Employees may apply and be selected for a stipend position at any time of year if it constitutes a promotional opportunity.

4. Mid-year transfers can only occur in secondary schools at the semester break.

5. Internal candidates currently teaching in an elementary position may apply for such positions advertised after October 1. If an internal candidate accepts a position, but a mid-year transfer is not agreed upon by their current principal, that position will be filled by a one (1) year contract teacher. The recommended internal candidate will be placed into that position (or another position at that school with the same category or categories) the following year. The one (1) year teacher filling this position would not be retained and the position will not be advertised again. If funding shortfalls reduce positions and no position in the category is available, the recommended candidate will remain in their current position and will not displace a less senior teacher from the school.

6. A mid-year transfer may occur if the employee, SEA and SPS mutually agree to such transfer. Ordinarily, these transfers should occur within two (2) weeks.

SECTION G: ADMINISTRATIVE TRANSFER PROCEDURES

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

1. Guidelines for Administrative Transfers: SPS has the legal responsibility to establish the educational programs, services and staff in accordance with SPS's basic educational goals and program continuity consistent with the financial resources available. SPS has the authority to make necessary

adjustments in SPS's educational programs, services and staff to be consistent with financial resources available and the provisions of this Agreement.

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

b. SPS shall comply with Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Amendments, Section 504 of the Rehabilitation Act of 1973, and the Affirmative Action goals of the SPS in placing and transferring employees.

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

2. Transfer by Administrative Decision:

a. Employees who are transferred by administrative decision for the following year shall be notified in writing as soon as practicable, but no later than 06/01 of the school year. Employees who are to be transferred at other times shall be given at least one (1) weeks notice. The written notification shall include the reasons for the transfer.

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

c. Criteria listed in Item 1 above shall be utilized for administrative transfer.

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

e. Employees who are on probation are prohibited from transferring from one site or assignment to another site or assignment without the approval of the principal/program managers of the schools/buildings and/or the appropriate education directors. SPS will notify SEA of any proposed transfers.

3. Impact of School Closure: Movement/Transfer of Equipment, Teaching Materials, Personnel and Programs:

a. Employees from closed schools will be responsible for transporting their personal materials and equipment to their new work location; for example: self-made teaching materials, gifts, and items purchased by the employee. However, the SPS will transport the above-mentioned materials on an exception basis for employees requiring accommodation under Section 504 of the Rehabilitation Act of 1973.

b. Employees from closed schools may personally transport SPS-owned personal-use items, such as: pens, scissors, rulers, binders and staplers, to their new work locations after filling out an inventory list and submitting it to the building principal/program manager.

c. SPS will develop a process whereby employees from closed schools will be given the opportunity to request the transfer of SPS textual materials and/or equipment they presently use to their new SPS locations. Textual materials and/or equipment approved for transfer will be transported to the employees' new assignments by SPS.

d. Every effort shall be made to have the materials of transferring employees from closed schools transported by SPS to their new work locations by August 17.

e. It will be a top priority of SPS to have essential equipment, supplies and textual materials assigned and available in all buildings by August 17.

f. In the event that an employee, who has been reassigned as a result of school closure or relocation of programs, performs duties as mutually determined are necessary by the employee and the SPS which are associated with school closure or relocation of programs, the employee will be compensated for duties performed beyond their contracted work year at the employees per diem rate. The employee will receive at a minimum one day to pack their assigned classroom and one day to unpack their classroom. Those employees who require more time to pack the District supplies in their workspace such as librarians, physical education teachers, band directors, etc. will be compensated for up to three (3) days to pack and unpack. This section includes those sites that are scheduled for construction and require employees to move into other buildings/classrooms.

SECTION H: SPECIAL STAFFING ISSUES AT SCHOOLS REQUIRING SPS INTERVENTION

1. SPS may choose to intervene in a school that has remained in the lowest performance level over the course of three years.

2. By January 31, SPS will notify schools for which there will be an intervention the following school year. If the intervention requires staff to meet new expectations, these expectations will be shared with current staff by February 15. In such cases, SPS will require existing staff to decide by March 15 of the current school year if they wish to remain in the school.

3. Staff members who remain at the schools requiring special intervention must commit to make any adjustment in curriculum or instruction as required by SPS and reflected in the CSIP adopted for the following academic year.

4. Staff members who choose not to remain at that school will participate in the district's site-based hiring process. The positions that they have chosen to vacate will be filled through this hiring process as well.

5. A staff member who chooses not to remain at the school requiring special intervention is eligible to apply for open positions elsewhere in SPS. Staff members will qualify for the displaced pool under the terms described in Section B above.

6. Nothing in this section prohibits the district from having all rights afforded by the administrative transfer procedures in accordance with Article VIII, Section F.

SECTION I: PROGRAM MOVEMENT OR CLOSURE

1. Instructional staff associated with a program that moves from one work site to another are assumed to move with the program. A teacher who prefers to stay at the original site may do so, if there is a vacancy for which they are qualified/certified and if the employee commits to the training or changes in curriculum as the CSIP requires for the next year. A teacher who chooses not to move with the program or to accept a position at the original site (or for whom no vacancy is available) will be displaced and must apply and compete for other positions in the SPS.

2. If a program is terminated and then reinstated within two (2) school years, teachers who were in that program shall have first priority for the re-openings. The teacher will successfully complete the training as required in the school's CSIP and will revise curriculum and instructional methods to reflect the new direction of the program.

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

SECTION J: EMPLOYEES COVERED UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973

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

SECTION K: AFFIRMATIVE ACTION

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

2. The SPS has as its goal an Affirmative Action program of recruiting, hiring and assigning staffs in every department, every school and at every level of operation with proportions of racial minority to total employees corresponding to the SPS Affirmative Action program.

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

4. The SPS's Affirmative Action goals shall not serve as ceilings or quotas for representation of racial groups among SPS employees.

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

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

SECTION A: LENGTH OF SCHOOL WORKDAY

1. Elementary School Day.

   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. 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 as referenced in Article IX, Sections C, D, and E.

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 (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. The District will schedule one seventy-five (75) minute

   a. Early release will occur every Wednesday except for the first week of school.

   b. Common Planning time is teacher-directed time for educators to plan and prepare together with colleagues.

   c. SEA and SPS leadership will collaboratively develop an agenda template to be used at the school level in order to communicate what PD/PLC work staff are engaged in on early release days.

   d. Collaboratively develop common ways of communicating at the school level what PD/PLC work all staff are engaged in (including the PD/PLC work principals and assistant principals are doing).

   e. 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. 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 Paraprofessional notification to principals of job-a-like PD plans they will be released to attend, in accordance with this plan. In addition, Educators of Color affinity groups have the option to use the job-a-like days to meet.

f. The second early release day of each month will be for Collaboration Time. There will be ten such early release days. 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.

g. Eight of the remaining early releases will be for building determined professional development (see Article II).

h. The eight designated Racial Equity Wednesdays will be for racial equity work.

1) BLTs with input from RETs will create a racial equity plan based on the CRE/DREA template.

2) BLTs and RETs determine how early release Racial Equity Wednesdays will be used for continuing Racial Equity Literacy and/or Analysis with specific goals to calibrate full staff learning.

3) Departments and non-school based program educators will use the PLT/BLT and RET (if available) to plan the use of the racial equity early release time and may include attending school-based days.

4) Starting September 2020, BLT shall dedicate one additional training on an early release Wednesday (starting with early release Wednesday in September 2020) district wide to continue Racial Equity Literacy at the start of the school year. If a district wide training day is required for schools, notice shall be provided to non-school based programs to plan their Racial Equity training.

i. 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.

6. 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 per year will be allocated each year to allow staff to work on Safe Schools. Other meetings will be used pursuant to site-based decision-making process, and consistent with the SCIP 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 School requirements, or a combination.

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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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, they may require the employee to meet the building's regular schedule.

12. 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. 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. 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 160 minutes per week of PCP time within the employee workday. All secondary teachers shall plan with the building administration to have PCP time to the equivalent of one (1) full class period per day. The PCP time shall not be scheduled during the thirty (30) minutes preceding the student day or the 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.

SECTION D: CLASS-SIZE & STAFFING RATIOS

1. SPS Averages and Building ranges: The SPS recognizes that a reasonable school class-size ratio is desirable. However, any application of a rigid numerical limitation on class size within schools restricts the staff and the building principal/program manager in their flexibility in seeking an ideal learning environment. The SPS and SEA believe that class-size ratio must reflect individual school needs and unique problems. Staff and building administrators are encouraged to develop cooperatively and to explore continually special variations in curriculum, instructional methods and staff organization to endeavor to achieve an optimum for instruction in their school.

2. The SPS will maintain an average SPS building ratio of students to full-time equivalent teachers at no more than 26:1 for grades K-3, 28:1 for grades 4-5, and 150-1 for grades 6-12 (when grade 6 is conducted using a secondary model), exclusive of Special Education and Bilingual.

   An exception to the average ratios will occur when the SPS ratios do not meet state mandated class reduction requirements as outlined in state budgetary decisions.

3. Elementary/Secondary Regular Programs:

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

   a. Secondary Class Size: Take actions to limit class size to thirty-two (32) students for core classes in grades 6-12 (28 for grade 6 when the site uses an elementary model for grade 6). Core is defined as including English/Language Arts; World Languages; Math; Science; and Social Studies. These limits would not necessarily hold when staff have, through their decision-making process, adopted a whole school model that results in a variation in curriculum, instructional methods and staff organization. An example would be the adoption of a block schedule. The appropriate executive level administrator will be notified by the building principal/program manager of assignments which exceed the guidelines to address the overload. The preferred solution is to reduce class size to the negotiated levels. Failing that option, other assistance may be identified in consultation with an agreement between the appropriate executive level administrator, principal and the impacted teacher, the SEA representative may be involved in this discussion. The individual teacher will be compensated for any days after October 1 during which they have an overload.

b. Secondary Daily Limits: Maintain a staffing guideline of 150 students per teacher per day (when using a block or modified schedule, the total students served by a teacher each week would be 150), with the exception of special classes and programs where the individual class size has been exceeded in grades 6-12. The appropriate executive level administrator will be notified by the building principal/program manager of assignments which exceed the guidelines. The preferred solution is to reduce class size to the negotiated levels. Failing that option, other assistance may be identified in consultation with an agreement between the appropriate executive level administrator, principal and the impacted teacher. The SEA representative may be involved in this discussion. The individual teacher will be compensated for any days after October 1 during which they have an overload.

c. Class size for non-core classes will be limited by space, safety, equipment needs, ability to supervise, and effective instruction. If non-core classes have been incorporated into an integrated/cluster curriculum, then class-size limits could apply. The principal will consult with staff in departments offering non-core classes concerning these issues. If requested by the teacher, the SEA representative may be involved in this discussion. After meeting with the building principal regarding any concerns, a teacher may request for their caseload to be reviewed by the Superintendent designee for the purpose of determining if there are student health and/or safety concerns within the classroom.

d. Elementary Class Size Individual Classrooms: Take actions to limit individual regular academic class size for grades K-3 to twenty-six (26) and for grades 4-5 (and grade 6 when operated in an elementary model) to twenty-eight (28). These limits would not necessarily hold when staff have, through their decision-making process, adopted a whole school model that results in a variation in curriculum, instructional methods and staff organization. Exceptions to these limits would occur when the SPS ratios do not meet state mandated class size reduction requirements as outlined in state budgetary decisions. The preferred solution is to reduce class size to the negotiated levels; failing that option, other assistance may be identified in consultation with an agreement between the appropriate executive level administrator, principal and the impacted teacher. The SEA representative may be involved in this discussion. The individual teacher will be compensated for any days after October 1 during which they have an overload.

e. Maintain staffing in special programs for students with disabilities at levels to provide exceptional children an opportunity to achieve to the best of their ability. Staffing guidelines for various programs will be in conformity with the students' educational needs, State standards and State funding and can be found in Section F of this Article.

f. When possible, IEP identified students will be assigned in a way that results in an equitable apportionment, with special consideration for the nature and extent of the disability, among the classroom teachers at each school.

g. As soon as relevant information about an IEP student is received by the SPS's Special Education office and the school, it will be shared with the teachers to whom that student is assigned.

h. When building/programs intentionally staff programs outside contractual ratios, with affected staff agreeing, no compensation will be paid for overloads. No overload compensation will be paid on days when additional staffing has been provided to address class overloads.

SECTION E: ELEMENTARY SPECIALISTS

1. 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 160 minutes per week, allocated to

classroom teachers as Preparation-Conference-Planning (PCP). If a school provides more planning time for classroom teachers, the cost of doing so is the responsibility of the building.

3. To promote equity between classroom teachers and Elementary Specialists, class size for Elementary Specialists shall be subject to the same limits as for all other classroom teachers as specified in Article IX, Section D,3, d of the Collective Bargaining Agreement.

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 F: SPECIAL EDUCATION STAFFING RATIOS, RELIEF AND WORKLOAD ISSUES

1. STAFFING RATIOS:

a. The following full continuum of service levels shall determine the number of students served per special education classroom teacher. SPS will provide the Full Continuum of Services with the student to staff ratios and services as outlined below in this section and in the accompanying chart listing Service Models and Ratios; more staffing can be added to meet the needs listed on the students' IEPs and emergent needs of each school. The following staffing ratios will be used in schools as a means for staffing teachers and paraprofessionals in Special Education:

Service Model	**Ratio (student: teacher: IA)**
Access- Elementary	10:1:3
Access- Secondary	13:1:3
Social and Emotional Services	10:1:2
Focus	10:1:2
Distinct	7:1:2
Deaf/Hard Hearing	9:1:2
Medically Fragile (including pre-K)	6:1:2
Vision Impairment	18:1:1
Orientation & Mobility (Itinerant)	12:1
Resource Satellite	18:1:1
Resource Continuum	22:1
Preschool (includes DHH preschool)	10:1:2
Transition (Access, Behavior, Focus)	10:1:2
Transition (Medically Fragile/Distinct)	6:1:2

Schools:

1) Satellite school: An elementary school or K-5 portion of a K-8 school where resource services provide specially designed instruction in specific academics and social skills.

2) Continuum school: Continuum schools will have a range of special education service options which guarantee a student's access and participation in Resource, Access, Intensive services and General Education.

3) School special education teams consist of special education teachers, special education paraprofessionals, 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. If a program is under 50% capacity and another program is over by 20% of the applicable ratio then a flexible staffing discussion will take place at the school to determine if and how flexible staffing should be implemented. (rounding down) Schools will be provided with training in the racial equity analysis tool and in flexible staffing. Decisions made about flexible staffing will not displace a staff member or cause the building to lose staff. 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.

a) Resource Services: Students who receive resource services are students with mild to moderate differences in their instructional needs for specific academic needs and social skills. These students spend the majority of their instructional time in general educational settings with targeted support. Students may qualify in any one of the thirteen federally mandated categories of disability. Services may be provided in any setting based on the IEP. Students at all grade levels have a right to these services. In schools with the full continuum of services, resource services will be staffed at 22:1 ratio and in satellite schools the resource services will be staffed at 18:1:1 ratio.

b) Access Services: Access Services shall provide specially designed instruction to students with moderate to intensive academic and functional needs. These students are able to make progress on their IEP goals while spending the majority of their instructional time, including specially designed instruction, in general education settings with full range of supports needed. These students may also benefit from a variety of specialized instruction, including smaller group instruction and intervention, for part of the day. Students at all grade levels have a right to these services. Access Services will be staffed at a ratio of 10:1:3. Students may qualify in any one of the thirteen federally mandated categories of disability. Access services-Elementary will be staffed at a ratio of 10:1:3. Access Services-Secondary will be staffed at a ratio of 13:1:3.

c) Social and Emotional Services: Social and Emotional Services shall provide specially designed instruction to develop the student's social/emotional skills, and social understanding. These students are able to make progress on their IEP goals spending a majority of their instructional time in a smaller group setting as their least restrictive environment. Additionally, these services may provide some or all of the academic instruction needed by these students as determined by the IEP. Students at all grade levels have a right to these services. Social and Emotional services will be staffed at a ratio of 10:1:2

d) Focus Services: Focus Services shall provide specially designed instruction to students with intensive academic and functional needs and provide students opportunities to participate in the general education curriculum through specially designed instruction at their present level of performance. These students benefit from spending a majority of their instructional time, including specially designed instruction, in a smaller group setting as their least restrictive environment. Students at all grade levels have a right to these services. Focus Services will be staffed at a ratio of 10:1:2.

e) Distinct Services: Distinct Services shall provide specially designed instruction to students who would benefit from a curriculum which differs significantly from the general education curriculum. These services may include academic, communication, life and functional skill components. These students benefit from spending a majority of their instructional time in a smaller group setting as their least restrictive environment. Students at all grade levels have a right to these services. Distinct Services will be staffed at a ratio of 7:1:2.

f) Unique Assignment needs: Unique assignments provide support to students who may not benefit from any other of the identified pathways and/or are delivered at an alternate services location. Students receive specially designed instruction in their least restrictive environment as determined by the IEP Team. Students who may benefit from a concentration of support services, or specialized facilities outside their assignment area will be provided an appropriate placement. Staffing ratios for these groups of students are as follows: deaf/hard of hearing is 9:1:2; visual impairment is 18:1:1; orientation and mobility (itinerant) specialist is 12:1; medically fragile is 6:1:2.

g) Preschool classrooms, including DHH preschool classrooms, will have a ratio of 10:1:2, except for medically fragile classrooms, which will have a ratio of 6:1:2. The teacher will select and admit up to two additional students who are typically developing peers.

b. Overages: Any time a teacher goes beyond the staff ratios identified above, the following improvements in the overage chart below will be made:

Student Overages	**Remedies**
Resource Services Continuum	**Per teacher**
1-4	overage pay
5-8	.4 cert FTE.
9-13	.6 cert FTE.
14-17	.8 cert FTE
18-22	1.0 cert FTE
Resource Services Satellite (Elementary)	**Per teacher**
1-4	Overage pay
5-7	.4 cert. FTE.
8-10	.6 cert. FTE.
11-14	.8 cert. FTE.
15-18	1.0 cert FTE
Resource Services Continuum (Secondary)	**Per teacher**
1-4	Overage pay
5-12	.4 cert FTE
13-17	.6 cert. FTE
18-22	1.0 cert FTE
Access Services-Elementary	**Per Teacher**
1-2	overage pay
3-4	Overage pay or 1 IA FTE
5	New classroom -1 cert FTE plus 1 IA FTE
Access Services- Secondary	**Per teacher**
1-4	overage pay
5-6	plus 1 IA FTE
7-9	New classroom-I cert FTE plus 1 IA FTE

10	New classroom-I cert FTE plus 2 IA FTE
Social /Emotional Services	**Per class**
1-2	overage pay
3-4	1 IA FTE
5	New classroom -1 cert FTE plus 1 IA FTE
Focus Services	**Per class**
1-2	overage pay
3-4	Overage pay or 1 IA FTE
5	New classroom -1 cert FTE plus 1 IA FTE
Distinct Services	**Per class**
1	Overage pay
2-3	1 IA FTE
4	New Classroom- 1 cert FTE plus 1 IA FTE
5	1 cert FTE plus 2 IA FTE
Medically Fragile Services	**Per teacher**
1 or 2 over in the District	1 IA FTE
3 or 4 over in the District	New Classroom - 1 cert FTE and 1 IA FTE
5 over in the District	1 cert FTE and 2 IA FTE
DHH	**Per teacher**
1- 2	overage pay
3-4	Teacher choice: Overage pay or 1 IA FTE
5 or more	New classroom- 1 cert FTE plus 2 IA FTE
Visually impaired	**Per teacher**
1-2	Overage pay
3-6	Teacher choice: 1 FTE IA or overage pay
7	1 cert FTE
Orientation and mobility	**Per teacher**
1-5	overage pay
6	1 cert FTE
Preschool	
1	Overage pay
2-3	Teacher choice: 1FTE IA or overage pay
4+	1 cert FTE plus 2 IA FTE

c. Process for going outside the contractual limits for Resource, Access, Social and Emotional, Focus, and Distinct Services: Central office communicates with the principal and teacher about the possibility of having an overage. The school and teacher determine the type of overage support based on the chart above. After agreement by the school and teacher, the principal will communicate the overage request to SEA and the SPS Special Education Office. SEA will contact the employee to verify that the employee agrees with the overage remedy. Once verification has taken place, the remedy will be enforced.

d. 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.

e. Special education certificated staff will receive overage from the date on which the overage first occurs. Adjustments to staffing for overage/underage will be carried out in October, January, April, and June. Special circumstances will be discussed in Special Education Joint Labor Management.

f. When the Special Education ratio falls below the above staffing ratio due to an under enrollment the following will occur:

Total of students assigned	**Amount of staff assigned**
Resource Services Continuum (Elementary)	**Per school**
17-14 students enrolled	.8 cert FTE
13-9	.6 cert FTE
8-5	.4 cert FTE
4-1	.2 cert FTE
Resource Services Satellite	**Per school**
14-11 students enrolled	.8 cert FTE
10-8	.6 cert FTE
7-5	.4 cert FTE
4-1	.2 cert FTE
Resource Services continuum (Secondary)	**Per school**
22-16 students enrolled	1.0 cert FTE
16-10	.6 cert FTE
9-1	.4 cert FTE
Access services	**Per school**
4 students enrolled	1 cert FTE, ~~2~~ 1 IA FTE
1-3	1 cert FTE
Access Services- Secondary	**Per teacher**
12-7 students enrolled	I cert FTE plus 3 IA FTE
6-4	I cert FTE plus 2 IA FTE
3-1	I cert FTE
Social and Emotional Services	**Per class**
5 students enrolled	1 cert FTE, 1 IA FTE
1-4	1 cert FTE, 1 IA FTE
Focus Services	**Per class**
5 students enrolled	1 cert FTE, 1 IA FTE
1-4	1 cert FTE, 1 IA FTE
Distinct	**Per class**
5 students enrolled	1 cert FTE, 2 IA FTE
1-4	1 cert FTE, 1 IA FTE
Medically Fragile	**Per teacher**
No adjustments	

DHH	**Per teacher**
No adjustments	
Visually impaired	**Per teacher**
6 students enrolled	1 cert FTE
Orientation and Mobility	**Per teacher**
6 students enrolled	1 cert FTE
Preschool	
No adjustments	

2. RELIEF

a. Special Education Relief Fund Committee:

1) The Relief Committee shall be convened each school year to review staff requests and make relief decisions, including allocations from the Special Education Relief Fund to address the need for resources due to student complexity; headcount; unsafe environment; significant mobility issues; significant classroom dynamic; significant medical concerns; and significant transition issues for new students and insure safety and effective learning environments for special education students.

2) SPS will provide a fund of $520,000 per year. (This is combining the 4b committee and DSU funds) The purpose of the fund is to alleviate unanticipated problems beyond regular baseline staffing in the area of Special Education.

3) The Relief Committee shall be composed of five (5) representatives appointed by the SPS and five (5) representatives appointed by the SEA.

4) The Relief Committee shall be appointed no later than 9/1 in each year and shall continue to meet on a prearranged schedule agreeable to the Committee members. However, the committee will meet outside of its scheduled meetings to provide relief to impacted staff and students as soon as possible. The committee will reconvene in May each year to review the effectiveness of the recommendations and suggest modifications as appropriate.

5) The following procedures shall apply for the identification of problems and recommendation of proposed resolution:

a) Problems associated with employee workload, as identified by a certificated non-supervisory employee serving students with special needs, shall be first brought to the attention of the building principal/program manager.

b) If a solution is not achieved at the building level, the employee may, by no later than May 1 each year, refer the problem(s) to the Relief Committee.

c) Staff shall complete the Special Education Relief Fund form (Appendix T). Along with the Special Education Relief Fund Form attach behavior data and incident report forms if pertinent.

b. It is recognized that some students in Special Education may present severely aggressive, disruptive and/or acting out behaviors. In situations where the students pose a significant problem for classroom management and documentation is available as to the specific behaviors of concern - their intensity, their frequency, and interventions attempted - options for support shall be made available either by a school or SPS-based student support team upon written request by the classroom teacher. Options to relieve outside of schools suspension, may include, but are not limited to:

1) Instructional support in the form of behavioral and intervention strategies;

2) Support for parent/family as appropriate;

3) Support from a SPS appointed behavior specialist for students who have Autism with aggressive and unsafe behaviors, Emotional/Social Disorder Specialist~~,~~ and/or a counselor for Mental Health Disorders;

4) Increased individualization of program/alternate placement;

5) Short-term Instructional Assistant assigned to that particular situation.

6) Any changes in services remain subject to IEP process requirements. It is recognized that the intent of this provision is to provide support to the classroom and not as a means for evaluating teachers.

c. SPS will hire and provide training to a pool of itinerant special educational instructional assistants to be deployed to meet urgent needs as determined by the Special Ed Relief Fund Committee. Staff selected for this pool can expect their assignment to change frequently and will be paid a 6% premium increase on their hourly rate.

3. WORKLOAD ISSUES:

a. The district will provide an IEP content and district procedures training two times per year. Attendance to one IEP content/procedure training per year will be mandatory for anyone who is responsible for writing IEPs.

b. The district recognizes the need for appropriate training to better serve all students. The building administrator/supervisor will allow employees the opportunity to attend a meeting facilitation training, which will include training to assist facilitators to work with difficult teams.

c. The building administrator/supervisor will allow employees the opportunity to attend a Special Education Law training at least one time per year.

d. Certificated staff new to special education in the district, will receive the IEP Online training within thirty (30) days of their start date.

e. In order to facilitate the educational assessment and to provide services to students with special needs, and to provide health/medical and legal safeguards for the students and employees, all information shall, to the extent possible, be made available within the receiving building prior to student placement for students being placed from outside the district.

1) Student Services Assessment Report and Summary;

2) Any medical information necessary for student safety;

3) Specialized Education Services Report(s), if applicable;

4) Parent Appraisal;

5) Student's initial and current IEP’s;

6) Former academic program, social information; and, behavior plans;

7) Notice of any critical condition.

f. For special education students being transitioned from within the district, access to the student’s IEP online file will be given to the new team as soon as the student’s placement has

been verified. After the IEP team makes the determination of the least restrictive environment for a student, the central staff assigns the student to the appropriate building dictated by the IEP team recommendations of services within the student's middle school assignment area or linked school. The building staff (principal, head secretary and IEP case manager (receiving teacher)) will be informed of the student assignment with student name and student number. IEP Support will be contacted to provide access to the receiving teacher. The receiving IEP team will have 3 days to prepare for the student's transition to ensure the student will receive appropriate services upon entry to the new school.

g. In addition, certificated special education employees, including clinical ESA staff, who are responsible for preparing IEP's and/or special education evaluations are entitled to a $2500 annual stipend, pro-rated by FTE and paid in two installments, 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. To access this payment the employee must be current in their responsibility for IEP preparation and completion. In addition, when a special education case manager goes above and beyond the recognized service caseload they will receive additional compensation of $75 per IEP. Any ESA who has a caseload, at least 2 above the average caseload for their respective field, will also be entitled to the additional compensation of $75 per IEP.

h. Employees responsible for preparing the Washington- Access to Instruction and Measurement (WA-AIM) are entitled to additional pay of $50 per section per student.

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. Teachers will submit request for release time to Principal and Special Education Department.

j. 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.

k. 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.

l. Certificated Special Education staff will have access to a fund of up to $50,000 for the purpose of professional development.

m. Certificated Special Education Program Specialists are eligible for up to 16 extra-time hours at per diem to cover summer work and before-school work.

n. Program Specialists have access to IEP support funds ($75) when Specialists write IEPs as assigned for coverage and submit extra time for that IEP writing.

4. SPECIAL EDUCATION JOINT LABOR MANAGEMENT COMMITTEE

a. SEA and SPS will convene a committee on a monthly basis to support the work of the special education program and its staff to deliver high quality services to our students.

b. SPS representatives will include leaders from both the special education and human resources departments. SEA representatives will include a range of both certificated and classified staff.

c. The parties may convene subcommittees as mutually agreed.

5. JOINT SPECIAL EDUCATION TASKFORCE

The Joint SEA/SPS Bargaining Team explicitly acknowledges the inherent structured institutional racism in the Special Education current service pathways. Accordingly, we urge the Joint Special Education Task Force to use this recognition of institutional racism as the anchor to examine the service pathways and student placement and services.

a. SEA and SPS will recommit to current Joint Special Education Services task force language (with clarity on our shared commitment to racial equity) with any proposals to be made in the 2020-2021 school year.

The Taskforce includes SEA represented educators appointed by SEA and building administrators, family representatives, and leaders from the Special Education Department appointed by the District.

b. The Task Force will meet monthly. The charge of the taskforce is to:

1) Collaborate with CRE and DREA to create tools (ex: checklist) for PreK-21 placement that includes racial equity definitions and provide training on how to implement the tools.

2) Monitor and review data and reports provided by the SPS. Data and reports SPS will bring to the Taskforce will include but are not limited to student numbers, demographics, population shifts, current schools with services provided, capacity of buildings, staff turnover, vacant certified and classified special education positions, and work on corrective action plans.

3) Review and make recommendations on:

a) The District's efforts to implement, monitor and improve the Full Continuum of Services

b) The Special Education Professional Development Plan including the use of a racial equity analysis tool to evaluate special education placement

c) Discuss and consider any other topic the Taskforce agrees is necessary to its work.

4) The Task Force will reconvene, guided by the CREA/DREA Racial Equity Analysis tool, with parents, educators and district administration to examine service pathways.

5) The Task Force will report out to the community (SPS and SEA) on work being done in the task force, no less than three times per year.

6) Recommendations to the Joint Bargaining Team should be made by no later than May 1, 2021.

c. Decisions regarding recommendations shall be made by consensus. The district shall keep minutes of the meetings and make these minutes available within 5 days of the meeting.

SECTION G: COVERING CLASSES AND SUBSTITUTE REBATE AND REIMBURSEMENT

1. Requests initiated by the building principal/program manager or their designee to cover classes not regularly assigned may be made only as deemed necessary by the building principal/program manager or their designee in emergencies when arrangements for regular substitutes cannot be made, either because of a time factor or unavailability of a qualified substitute. See Section 4 below, Substitute's Rebate and Reimbursement, for details regarding substitute rebate and reimbursement when a substitute is not available and another teacher or teachers in the building cover the absent teacher's class or classes.

a. Arrangements for class coverage may be made between employees with the approval of the building principal/program manager.

b. To facilitate specific professional programs, arrangements to utilize other staff members to cover classes may be initiated by the staff with approval of the building principal/program manager.

2. Practicum students and non-certificated personnel may be used to cover classes only in emergency situations as described in Section G, Item 1 above. Except in unusual circumstances, practicum students and non-certificated personnel shall not cover classes other than those to which they are regularly assigned. In exceptional situations, the building principal/program manager or their designee shall make the decision for an arrangement and shall accept ultimate responsibility.

3. No Special Education teacher shall be required to teach a program for which they do not have the appropriate training and/or experience as determined by the SPS.

4. Substitutes Rebate and Reimbursement: The SPS shall rebate to each building/program/office a sum equivalent to a substitute's daily rate of pay for each occurrence during the school year that the SPS is unable to provide a substitute to a building/program/office which has, following the normal process, notified the Substitute Services of their need for substitute services. The rebate shall be provided to affected buildings/program/offices on a quarterly basis.

5. Each building will have an emergency substitute process in place that equitably distributes the responsibility for covering teaching assignments when a substitute is not available. The racial equity analysis tool will be used to minimize impact for students furthest from educational justice. Each school will determine a reimbursement policy for SEA-represented non-supervisory certificated staff substituting for other SEA-represented staff consistent with the following guidelines:

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

1) All schools will determine a reimbursement policy for substituting based on the daily rate of pay for a substitute. Building staff will, through the building decision-making process, determine pay based on blocks of time, such as periods, the entire day, or percent of a class. Reimbursement will not be based on an hourly rate of pay.

2) This compensation is similar to the stipend for additional duties.

3) The building staff may determine if a stipend will be paid out of the money reimbursed to the building for bookkeeping within a building.

4) Based on the school's reimbursement policy, staff who substitute when a regular substitute is not available shall complete a Certificated Substitute Reimbursement Form on a quarterly basis.

b. For certificated non-supervisory staff when a paraprofessional substitute is not provided, the certificated staff will be reimbursed at the rate of pay for a paraprofessional substitute.

SECTION H: SCHOOL FACILITIES, TEACHING STATIONS AND ITINERANT WORKSPACE

1. Employees shall serve only in properly maintained, adequate facilities which provide standard heating, ventilation, and lighting. The facility shall meet all health and safety standards for employees. After weekends or periods of school closures, gymnasiums with centrally controlled heating will have the heating turned on one hour prior to the time of the rest of the school.

2. When it is necessary to assign employees to relocatable structures (portables), the building principal/program manager will discuss the assignment with the employee.

3. Kindergarten classes shall not be assigned to relocatable structures unless the facility is specifically suitable for the classes. The determination shall be made by the building principal/program manager after discussion with the faculty and the affected kindergarten teachers.

4. Classrooms that are used for eating areas at lunch due to no central feeding location at the school site will be cleaned daily.

5. Movement of Employees Within the Program

    a. In assigning classrooms and teaching stations, an employee shall not be assigned to more than two (2) teaching station assignments nor be required to "float" for two (2) consecutive years without agreement by the employee and the building principal/program manager.

    b. Assignment to more than one (1) teaching station shall be made in accordance with the following conditions:

        1) For educationally sound reasons, such as implementation of flexibility in programming;

        2) With as little disruption to the instructional program and personnel as possible.

    c. With classrooms between which the employee must travel to be located as conveniently near one another as possible. Whenever possible, the SPS shall make the following provisions for the "floating employee":

        1) Adequate storage in each classroom in which the employee works, e.g., file and desk drawer, table with drawers, or a section of a cabinet;

        2) Equipment and materials located within each room, e.g., books, basic laboratory equipment, and audio-visual equipment so only the employee must move;

        3) A private desk and file cabinet for the "floating employee" away from students, not necessarily in an individual office, but some place where only building staff members are admitted.

6. The SPS shall provide a teaching station for the itinerant teaching personnel with required equipment and technology and in an appropriate location as determined in consultation among the employee, supervisor and building principal/program manager.

    a. Student Service personnel and itinerant Special Education personnel shall be provided an adequate working space for each particular building.

    b. The working space shall be reserved for the personnel during the time they are regularly scheduled into the building.

    c. The needs for privacy and/or the protection of materials shall be met.

    d. The employees shall be provided access to a telephone where private conversations are possible.

    e. After discussion with the employee, the building principal is responsible for making these arrangements. The building principal and the program manager will work to resolve conflicts regarding space.

7. The working space of any employee will be of the appropriate size to fit the students and employees safely and comfortably in the assigned room. SPS will assign students and place programs at appropriate sites to ensure that there is adequate working space to provide quality instruction and services.

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

SECTION I: KINDERGARTEN INSTRUCTION

1. All kindergarten teachers shall be provided Preparation-Conference-Planning (PCP) time consistent with Article IX, C of this Agreement.

2. The SPS shall strive to provide suitable kindergarten classrooms appropriately equipped for effective learning. Building principals/program managers and employees will discuss room assignments in the light of available facilities in the building as indicated in Article IX, H of this Contract.

3. Kindergarten teachers who are assigned to two (2) buildings shall be scheduled in such a manner as to provide a thirty (30) minute duty-free lunch period plus necessary travel time between buildings.

4. Kindergarten teachers assigned to two (2) buildings shall be provided one (1) full day of released time each month. The released time will provide the teacher an opportunity to remain a full day in one (1) of the buildings for the purpose of preparing instructional materials and for conferring with staff and parents.

5. The contract year for one-half (.5) day kindergarten teachers shall include one (1) teacher duty day without students present at the beginning and end of the academic year.

6. A teacher assigned to a split kindergarten/first grade class shall have only one (1) session of kindergarten in addition to the first grade.

7. The total number of minutes of instructional time shall be consistent for all half-time kindergartens and consistent for all full-time kindergartens throughout the SPS.

8. Any teacher required to implement the WA Kids Assessment will receive two (2) days of pay or release time per testing period per class. In addition, each school required to implement WA Kids will begin the year with a slow start for Kindergarten by having the first three (3) days of school set aside for conducting family connections.

SECTION J: BILINGUAL EDUCATION

1. Bilingual Education programs shall have clearly defined goals, objectives and measurable achievements for the level of instruction. Sixty (60) minutes per month from Early Release shall be dedicated on job alike days (“red”) for ELL/ELD team collaboration time.

2. Bilingual teachers shall cooperatively plan and hold appropriate meetings with SPS administrators regarding their programs.

3. Elementary Bilingual self-contained (BOC) students shall be included in total enrollment count for each building in determining staffing for clerical and PCP based on a school's enrollment.

4. The SPS will ensure that the SPS Bilingual staffing level, when compared to the statewide average Bilingual staffing level, will be no less than the relationship of the SPS regular program staffing level compared to the statewide average regular program staffing level. The current ELL staffing shall be maintained for the 2019-2020 school year.

5. The baseline staffing average for all level 1 and 2 performance management schools will consist of 1 ELL teacher for fifty (50) elementary students, 1 teacher for thirty-five (35) secondary students and 1 instructional assistant for thirty-five (35) students. The baseline staffing average for all performance management school’s levels 3, 4, and 5 will consist of 1 teacher for every 70 elementary students, 1 teacher for every forth-five (45) secondary students and 1 instructional assistant for every thirty-five (35) students. All schools who were level 1 or 2 in the previous year and moved up to levels 3, 4 or 5 will have an automatic waiver their first year of performance management increase and the option to submit a waiver to maintain the 1 to 50 and 1 to 35 ratio if they have an ELL population that consists of 25% or higher of level 1 students for their second year and beyond at level 3, 4 or 5. This additional year of support is to address the additional funding needed for a high needs ELL student population. The waiver process will be a year to year review based on enrollment projects

provided during the budget arena process in February. Other schools with 25% or higher of level 1 or 2 students may request a waiver through the bilingual relief fund as outlined in number 8 below.

6. The ELL Department Chair/Team Leader will receive a stipend based on the number of adults (both certificated and classified) working in the ELL program at the school.

7. In 2019-2020, an elementary contact stipend with assigned responsibilities will be developed through the Joint Work Group for designated schools based on the size of ELL student demographics and the racial equity analysis tool. See MOU, Appendix EE.

8. The Bilingual Program will operate according to two models. The Collaborative Teaching Model supports specialized, differentiated, instruction to bilingual students with English speaking peers that will be provided with the expertise of a bilingual-endorsed teacher. Classrooms not participating in the Collaborative Teaching Model will implement the Aligned Sheltered Model of Instruction for Bilingual Service delivery.

   The collaborative service model will be supported in those schools that have opted in.

   To facilitate the implementation of the collaborative model, bilingual teachers and general education teachers who participate in the collaborative teaching model will be provided with at least one (1) hour of paid collaboration time per week to facilitate the implementation of the differentiated service model. This collaboration time will be directed by the Bilingual Program Department and will be used also to promote professional learning communities within the Bilingual Program.

9. Bilingual Relief Fund

   Committee regarding Bilingual Staffing:

   a. A Joint Committee shall be convened to review staff requests and make recommendations for expenditure of funds appropriated under Item d below.

   b. The Committee shall be appointed by no later than October 1 of each year and shall be composed of three (3) representatives appointed by the SPS and three (3) representatives appointed by the SEA.

   c. The Committee shall hold its first meeting by no later than October 15 of each year and shall continue to meet on a pre-arranged schedule agreeable to the Committee members. The Committee should make itself available to provide relief to impacted staff and students as soon as possible.

   d. The SPS will provide a fund of $300,000 each year. The purpose of the fund is to alleviate problems beyond regular baseline staffing in the area of Bilingual self-contained classrooms and to provide assistance when related services personnel have excessive caseloads. The following procedures shall apply for the identification of problems and recommendation of proposed resolution.

      1) Problems associated with employee workload, as identified by a certificated non-supervisory employee serving bilingual students, shall be first brought to the attention of the building principal/program manager.

      2) If a solution is not achieved at the building level, the employee may, by no later than March 2 of each year, refer the problem(s) to the Joint Committee,

      3) Recommendations of the Joint Committee shall be made to the appropriate line administrator, with the final decision to be made by the Superintendent.

   e. All Joint Committee recommendations for additional staff must be received by the appropriate line administrator by March 16 of each year.

f. Costs associated with the final decision shall be made from the above-referenced fund.

10. SEA and SPS shall establish a joint work group in 2019-2020 to develop a shared vision, mission statement, and program design for language acquisition and supporting student needs. The work of the committee will begin the first week of October 2019. By the end of January 2020, the joint work group will offer its recommendations to SPS/SEA who will negotiate implementation of the recommendations. See MOU, Appendix EE.

SECTION K: SCHOOL COUNSELORS AND SOCIAL WORKERS

1. Pursuant to rules established by the State Board of Education, all school counselors employed by the Seattle Public Schools shall hold a valid Educational Staff Associate (ESA) Counseling Certificate. The District will implement a counseling program as established in RCW 28A.410.043. 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. Pursuant to rules established by the Professional Educator Standards Board, all school social workers employed by Seattle Public Schools shall hold a valid school social worker certification.

3. Each counselor or social worker shall be accountable to the principal/program manager of the building to which they are assigned.

4. On the first job alike (“red”) of the month, a half day early release is dedicated for counselors to attend professional development and collaboration through professional learning communities. The half day release is defined by the one-hour release before the buildings scheduled early release time.

5. SEA and SPS shall convene a joint committee group to start in the 2019-2020 school year and continue the length of the contract, around the evaluation tool with the goal of implementing the Washington School Counselors’ Association evaluation tool to evaluate school counselors (not the Danielson) to be implemented in the 2020-2021 school year. Social workers will be included in this group and their evaluation tool will also be considered and implemented in the 2020-2021 school year. See MOU, Appendix BB.

6. Each secondary school shall be allotted five (5) days for each full-time equivalent counselor at per diem pay. These days shall be assigned to the building counselors by the building principal/program manager after discussion with the counseling staff.

7. Each secondary counselor will have five (5) additional days at per diem pay a year for working on scheduling, registration, and other counseling activities.

8. Except in unusual circumstances there shall be no more than one (1) part-time counselor in any one (1) secondary building. Part-time secondary counselors shall retain their preparation periods.

9. Secondary counselors are assigned on a ratio of 375:1.

10. Middle School and Elementary counselors shall hold either a valid Educational Staff Associate (ESA) Counseling or School Social Workers Certificate. Whenever feasible elementary counselors shall be assigned to one (1) building.

11. In 2020-2021, an additional 4.0 FTE elementary counselors/social workers will be added to the base line staffing of 16.5 FTE. In 2021-2022, an additional 6.0 FTE elementary counselors/social workers will be added to the base line staffing of 20.5 FTE. The priority is to staff Tier I and Tier 2 schools first; after these schools are staffed, staffing will be placed in Tier 3 and Tier 4 schools. (schools

under 300 students will be staffed proportionately at a .5 FTE) Schools will be allowed to apply for an SEA waiver for other social emotional learning support staffing.

12. 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.

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

SECTION L: EDUCATIONAL STAFF ASSOCIATES (ESA) - AUDIOLOGIST, ASSISTIVE TECHNOLOGY, OT, PT, PSYCHOLOGIST, SLP

1. ESA personnel shall have SPS-wide supervision provided by a responsible individual in the Central Administration. The District will work to ensure that supervisory staff who evaluate ESA employees have the background necessary to work collaboratively with the ESA in the evaluation process. Any ESA, who is considered to be off the performance schedule, as outlined in the evaluation section of this agreement, must be evaluated by an administrator certified in the ESA's field of work. Any ESA on a plan of improvement will have access to their program's career ladder positions for assistance.

   A joint work group shall be established in 2019-2020 that is tasked with reviewing the ESA evaluation process during the term of the Agreement. See MOU for scope of work. Appendix FF.

2. Periodic meetings of the various ESA groups will be established by the appropriate line administrators/team leaders for the purpose of planning and consulting to meet the needs of students.

3. Educational Staff Associates may attend professional meetings, professional development activities and conferences during school hours as recommended by and approved by the appropriate line administrators. New ESA staff have access to professional development including training on racial equity analysis tool and other gap closing strategies. ESA team leads work with Special Education administrator on expectations and collaborative activities for early release days.

4. SPS will ensure that each ESA department maintains current and appropriate testing equipment, protocols, scoring software and report writing material, and that each ESA has timely access to routinely use equipment/materials/working computers to complete assessments in a timely manner.

5. SPS Special Education Administrators will track consents for all ESA employees.

6. SPS will provide access and arrange for interpretation and translation services in a timely manner for the ESA's when required by OSPI.

7. ESAs will be assigned workspaces that allow for evaluations and/or services to be completed in accordance with student IEPs. This includes consideration of noise levels and other distractions, lighting, confidentiality, sufficient space, access to a phone, locking file cabinet, computer, internet access, chair, and adult desk. If the workspace will not be available due to a school event, the building administrator will notify the ESA in advance and they will discuss where the employee will do their assigned work during the time their workspace is not available.

8. New ESAs will be assigned a mentor from their field during their first year with the District. They will also have access to their program's demonstration and master career ladder positions for assistance, if needed.

9. The District recognizes the financial gain of billing Medicaid for services. To assist in maximizing Medicaid billing, the District will pay both the initial and renewal state licensure fees for SLPs who get state licensure and are qualified to do Medicaid billing. The District will also pay the individuals for their time to do the billing.

10. ESAs will have access to a closed, private space when testing or working with students.

11. Part time ESAs may substitute for absent ESAs and be paid their per diem rate.

12. Team Lead Positions

    a. Team Lead FTEs will be reviewed on an annual basis.

    b. Each SpEd ESA discipline (Occupational Therapy, Physical Therapy, School Psychology, and Speech Language Pathology) will receive a baseline of 0.2 Team Lead FTE, regardless of the current total FTE assigned to that discipline.

    c. In addition to the baseline Team Lead FTE, each discipline will receive additional Team Lead FTE based on that discipline's total FTE, ranging from 1-2% of the total FTE.

    d. The special education director and ESA supervisor confer with all SpEd Team Leads to finalize the amount of Team Lead FTE for each of the four disciplines, taking into account the unique duties of the Team Leads of each discipline.

    e. Team Lead Requirements and Term Limits

        1) All team leads will serve at least one full day per week in a building-based assignment as a primary ESA separate from their assignment as a team lead.

        2) Each of the ESA disciplines will determine the characteristics of what it means to have "primary ESA" status in their individual discipline.

        3) Each of the ESA disciplines may decide to require a building-based assignment beyond the minimum of one full day, as appropriate to fit their definition of "primary ESA."

        4) Team Lead positions will have a term-limit of 5-years. Following this term, the position will be reopened. However, there is no limit to the number of consecutive terms an educator may serve as a Team Lead.

13. Professional Growth for New to the Profession ESAs

    a. All new to the profession ESAs in their first year will receive support from a Program mentor.

    b. All new to the profession ESAs in their first year will be mentored by either a Team Lead or Nurse Coordinator in their discipline.

    c. All new to the profession ESAs in their second and third years will receive focused support from Career Ladder ESAs

14. ESA Workload Limits:

    School Psychologists: There will be a ratio of 1 School Psychologist, including contractors, assigned to directly serve every 1050 K-12 students enrolled in the District. A school psychologist will be assigned no more than three schools with the exception of schools that have multiple programs. School Psychologists will be paid for an additional thirty (30) hours per FTE to compensate for time after contractual hours dealing with IEPs and compliance issues. This will be pro-rated for part-time psychologists.

    Particular district-wide roles are required from School Psychologists for which additional FTE will be dedicated beyond the workload ratios listed above. The PLT, team leaders, and supervisor will identify those positions that support District-wide psychological services and ensure that said positions are appropriately staffed, based on existing data regarding workload, e.g., team leaders, private school assessment positions, preschool assessment positions, and birth-to-three transition. A determination of FTE for these District-wide roles will be reached at least annually through

consensus by the PLT that includes the team leader and supervisor. When the parties do not agree, the supervisor will make the determination.

15. Audiology

    a. Establish the audiology caseload as 1:10,000 in the 2020-2021 school year by adding a 1.0 FTE caseload. SPS and SEA will review caseload in 2021-2022 after 1.0 FTE is added to monitor if the caseload is meeting the 1:10,000 ratio.

    b. Within the ESA team lead structure, Audiologists will be included in the SLP team lead stipend as a .2 team lead (or some proportionate percentage of the SLP team lead caseload.) Additional FTE will be assigned to preschool and Deaf/Hard of Hearing Programs.

16. Speech Language Pathologists (SLPs): The ratio shall be one SLP to 47 students. Individual caseloads may vary above or below these ratios. Fractional SLP's therapy caseloads shall be calculated and prorated by an employee's FTE. Caseloads will be monitored quarterly by the Program Leadership Team, who will attempt within reason and in good faith to ensure equity in workload distribution, with consideration to student population, travel and technology needs. It will be left to the individual SLP to determine service delivery model(s) for their own caseload consistent with the evaluations and IEPs.

    Lower caseload numbers for specific assignments will be determined by consensus of PLT, team leader and supervisor for assignments that require a smaller caseload to meet student needs, e.g., assistive technology, deaf and hard of hearing, itinerant services (multiple sites), and students with complex needs. When the parties do not agree, the supervisor will make the determination.

    Particular District-wide roles are required from SLPs for which FTE will be dedicated beyond the caseloads listed above. The PLT, team leader, and supervisor will identify those positions that do not provide direct service to students and ensure that said positions are appropriately staffed based on existing data regarding workload, e.g., SLP team leader, SLP assessment positions, and birth-to three transition. When the parties do not agree, the supervisor will make the determination.

17. Occupational Therapists (OTs): The ratio shall be one OT to 36 students. Individual caseloads may vary above or below these ratios.

    Caseloads for OTs will be monitored quarterly by the Program Leadership Team, who will attempt within reason and in good faith to ensure equity in workload distribution.

18. Physical Therapists (PTs): The department-wide PT average caseload ratio shall be one PT to 35 students. Individual caseloads may vary above or below these ratios.

    Caseloads for PTs will be monitored quarterly by the Program Leadership Team, who will attempt within reason and in good faith to ensure equity in workload distribution.

19. Particular district-wide roles are required from OTs and PTs for which FTE will be dedicated beyond the caseloads listed above. That total recommended will be at least 2.3 FTE to cover: preschool assessment, private school assessment, sensory integration specialist consultation, adaptive equipment specialist consultation, and assistive technology specialist, a team lead position of one or both disciplines. If there is a need for additional FTE for these issues, the PLT will discuss with administration and determine if FTE should be added. When the parties do not agree, the supervisor will make the determination.

20. The District will allocate sufficient FTE each year to meet the above ESA staffing ratios and will utilize contractors if positions are not filled, or as average monthly ratios vary, in order to fulfill the ratios.

SECTION M: SCHOOL LIBRARIES

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

1. A major goal of SPS is to provide a full program of instruction to meet the needs of all students. In an effort to meet this goal, 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. 14 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 Chief.

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. Preschool Libraries - No librarians are required to serve the pre-k program but may serve the program depending on librarian professional judgement, workload, school size, etc. If serving the pre-k program, is a site-based decision, funding for library pre-k materials is provided by the building.

9. In 2019-2020, SPS will convene a joint SEA/SPS work group before December 2019, to study library funding and programming through the lens of racial equity analysis tool and to review and consider the proposed "Library Funding Committee". See MOU, Appendix GG.

10. In 2019-2020, a onetime $5,000 allocation will be made to the SPS library budget for high needs schools.

SECTION N: WORLD LANGUAGES

1. World languages in the Seattle Public Schools shall be taught by teachers adequately prepared in the language offered.

2. World language programs shall have clearly defined goals, objectives and measurable achievements for the level of instruction.

3. World language teachers shall cooperatively plan and hold appropriate meetings with SPS administrators regarding their programs.

SECTION O: SCHOOL NURSES

1. All school nurses within the Seattle Public Schools shall hold valid Educational Staff Associate (ESA) Certificates issued by the State Superintendent of Public Instruction and a Washington Nurses License.

2. One nurse FTE will be added in the 2019-2020 school year to be allocated with a racial equity analysis tool to move nursing staffing towards a 1:1000 ratio with emphasis on high needs schools. In the 2019-2020 school year, SPS/SEA or Joint Labor Management will meet to determine the criteria used to allocate additional FTE and evaluate potential changes to the staffing formula. If no changes are made based on this review, in the 2020-2021 and 2021-2022 school year, up to 1 FTE will be added each year (less if enrollment is dropping, otherwise it will be 1.0 FTE) to move towards a 1:1000 staffing ratio. If significant enrollment changes occur that normally affect staffing, the parties shall reopen on this issue.

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. SPS nurses who opt to mentor new hire nurses will receive a $500 stipend.

5. In the 2019-2020 school year, nurses will be provided laptops, upon request.

6. 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.

7. Nurses shall be provided with a duty-free lunch period of thirty (30) minutes. The school nurse may, at their own option, choose to schedule their lunch break to provide health care during the students' lunch period.

8. When substitute nurses are employed, they shall be paid at the same rate as the substitute.

9. Nurses who work a partial FTE who volunteer to fill in and take substitute assignments will receive their regular hourly rate.

10. Nurses shall be freed from responsibility to building professional development activities on workdays prior to students' arrival, although they may elect to participate.

11. A pool of five days per nursing site will be shared among nurses as determined by the PLT. 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 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 full days, based on the standard working day outlined in Article IX, Section A of the CBA.

12. 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.)

13. The District will make provisions to collect medications for disposal from nurses.

14. 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.

SECTION P: CAREER AND TECHNICAL EDUCATION CHAPTER ADVISORS

Unless they are provided with an additional prep period to support this work, each high school will provide up to three (3) stipends at the Subject Matter Specialist 1 rate to CTE chapter advisors for OSPI Recommended Leadership Extra-Curricular Activities and SPS CTE Approved Leadership Programs.

If there are more than three (3) eligible CTE advisors at a given school, the stipends will be distributed at principal discretion after consultation with the CTE advisors.

SECTION Q: ASSISTIVE TECHNOLOGY

1.0 FTE, Assistive Technology will be added in the 2020-2021 school year. Assignment will be dedicated to higher need schools guided by the racial equity analysis tool and equity tiering.

SECTION R: DUAL LANGUAGE IMMERSION

1. A Dual Language Immersion Committee will be organized to meet quarterly to review and make end of the year report on progress and program recommendations to the Superintendent's designee. The Committee will be composed of: (a) Educators and appropriate central office administration representing the three "DLI" pathways and partner languages, (b) Secondary and elementary educators will have representation on the committee; (c) the international education administrator will be on the committee, (d) ELL educators will also be represented on the committee, and when appropriate, ethnic studies and DREA will be represented on the committee. See Memorandum of Understanding for details, Appendix CC.

2. In 2021-2022, Human Resources and Curriculum, Assessment and Instruction professional development funds of $15,000 is set aside to support DLI needs in the highest need schools using the racial equity analysis tool.

3. A stipend will be established for DLI educators to translate materials and support for each of the three south end DLI schools.

4. In order to support our highest needs students and heritage specking sites, SPS and SEA agree to a reopener in spring, 2021, to examine staffing through a racial equity analysis in support of our most vulnerable learners at our heritage speaking sites. When SPS and SEA reopen on ELL staffing, DLI will be included in this bargaining work group and bargain in conjunction with ELL staffing program supports.

SECTION S: ADAPTED PHYSICAL EDUCATION (PE)

The District shall establish a team position with a stipend for Adapted PE Specialists. The Team Lead is charged with prioritizing program supports through racial equity analysis tool.

ARTICLE X: GRIEVANCE PROVISIONS

ARTICLE X: GRIEVANCE PROVISIONS

SECTION A: PURPOSE

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

SECTION B: DEFINITIONS

As used in these grievance provisions:

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

2. "Grievant" means an employee or employees of the SPS covered by this Agreement having a grievance or the SEA.

3. "SEA" has the meaning attributed to an employee organization in Chapter 41.59 RCW.

4. "Day" means a calendar day.

5. "Working day" means a day on the student calendar excluding holidays and winter and spring vacations.

SECTION C: INITIAL GRIEVANCE PROVISIONS

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

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

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

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

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

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

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

7. Grievances which have been submitted and processed and which have resulted in the grievance being adjusted satisfactorily, dropped, or withdrawn by the employee in writing shall be deemed closed. Grievances which are identified by mutual agreement of the grievant and the appropriate SPS administrator to have been changed at Step 3 shall be deemed withdrawn and resubmitted at Step 2.

ARTICLE X: GRIEVANCE PROVISIONS

SECTION D: GRIEVANCE PROCEDURE

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

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

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

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

2. Step 2: If the employee is dissatisfied with the outcome of Step 1, they may, within ten (10) working days after the receipt of the Step 1 response, request review, conference, and action at Step 2 by presenting a Grievance Review Request form to the Department of Labor Relations with a copy to the immediate administrative supervisor.

    a. Every effort should be made in the Step 2 conference to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution.

    b. The Step 2 conference shall occur within ten (10) working days of the receipt of the written request by the Department of Labor Relations.

    c. A written response shall be given or addressed and mailed to the grievant by the immediate administrative supervisor within ten (10) working days after the Step 2 conference, and copies shall be filed with the Department of Labor Relations and the SEA.

3. Step 3: If the grievance is not adjusted to the satisfaction of the grievant under Step 2, the grievant may request review, conference and action at Step 3 by submitting a completed Grievance Review Request form to the Department of Labor Relations within ten (10) working days after receipt of the copy of the Step 2 response by the SEA.

    a. The Department of Labor Relations will assign the grievance to an appropriate Central administrator for review and conference at Step 3.

    b. The conference at Step 3 shall occur within ten (10) working days of the receipt of the Grievance Review Request by the Department of Labor Relations.

    c. A written response shall be mailed/given to the grievant by the designated Central administrator within ten (10) working days after the formal conference, and copies shall be filed with the Department of Labor Relations and the SEA.

4. Step 4, Arbitration: If the grievance is not adjusted to the satisfaction of the grievant under Step 3, within sixty (60) days after receipt of the copy of the Step 3 response by the SEA, the SEA may, within that time constraint, submit the grievance to final and binding arbitration by filing a written notice of intention to arbitrate (Demand) with a copy to the Department of Labor Relations. The arbitration shall be conducted by an arbitrator under the rules and administration of the American Arbitration Association (AAA) or the Federal Mediation Conciliatory Services (FMCS). If the SEA

does not notify the SPS and the AAA/FMCS of intention to arbitrate (Demand) (by AAA/FMCS Rules) within sixty (60) days after receipt of the copy of the Step 3 response by the SEA, the grievance shall be deemed withdrawn. During arbitration under this step, neither the SPS nor the grievant will be permitted to assert any grounds not previously disclosed to the other party.

SECTION E: EXPEDITED ARBITRATION

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

SECTION F: POWERS OF THE ARBITRATOR

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

1. The arbitrator shall have no power to alter, add to, subtract from, or modify the terms of this Agreement between the SPS and the SEA or the rules, regulations, policies or resolutions of the SPS.

2. The arbitrator is empowered to include in their award the financial reimbursement as the arbitrator judges to be proper.

3. The decision or award of the arbitrator shall be final and binding on the employee involved and the SPS.

SECTION G: EXPENSES OF ARBITRATION

Each party shall bear the full costs for its side of the arbitration and the cost of any transcript(s) it requests and will pay one-half of the costs for the arbitrator and American Arbitration Association/FMCS administration.

SECTION H: SUPPLEMENTAL CONDITIONS

1. All individuals who might possibly contribute to the acceptable adjustment of a grievance are urged to provide any relevant information they may have to the grievant and/or SPS administration, with full assurance that no reprisal will follow by reason of their involvement in the grievance.

2. All documents/communications/records dealing with the processing of grievances shall be filed separately from the grievant's personnel file.

3. At each step of the procedure for adjusting grievances the grievant may request to be accompanied by a representative of the SEA, provided that any employee at any time may present their grievance to the appropriate SPS administrator and have the grievance adjusted without the intervention of the SEA, as long as the SEA has been given a reasonable opportunity to be present at any grievance adjustment hearing and to make its views known, and as long as that adjustment is not inconsistent with the terms of this Agreement, pursuant to RCW 41.59.090.

4. No known agent of an organization in competition with the SEA shall be allowed to process or monitor grievances unless the agent is the grievant or possesses relevant information which may contribute to adjustment of the grievance.

5. Excluded from the grievance procedure shall be matters for which law mandates another method of review.

6. The Labor Relations Department may maintain a grievance file which holds documents relevant to the grievance.

ARTICLE XI: EVALUATION

ARTICLE XI: EVALUATION

SECTION A: INTRODUCTION

1. SEA and SPS 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. SEA and SPS 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. SEA and SPS 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. Sea and SPS 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. Sea and SPS 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.

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

SECTION B: PEER ASSISTANCE AND REVIEW (PAR)

1. PAR Panel:

    a. The PAR Panel is composed of six (6) SEA members and six (6) Principal's Association of Seattle Schools (PASS) members. In 2019-2020, there will be eight (8) SEA and eight (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 (3) years that are rotationally balanced to manage entering/leaving of members. Beginning 2019-2020, two (2) members will be designated as the "first cohort" and will have a one (1) – year term. Three (3) members will be identified as the "second cohort" and have a two (2) – year term. Three (3) members will be identified as the "third cohort" and will have a three (3) – year term (this will include the four (4) 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. 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:

1) Exit from PAR

2) Provide continued PAR support

3) 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 (5) 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.405 retains the final decision and ability to act regarding non-renewal.

2. How Staff Qualify for CT Support:

a. Provisional Contract Teachers:

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.

b. Continuing Contract Teachers:

A first basic or unsatisfactory rating will qualify a continuing teacher into the PAR program and qualify them for CT support, except that:

ARTICLE XI: EVALUATION

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. **Componen**t 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 Classroom 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. **Final Summative Evaluation Rating for Non-Classroom Certificated Employees** on comprehensive evaluations shall mean the rating based on the preponderance of evidence *scored at the domain level,* determined by the following methodology:

    a. If four (4) domain scores are the same, then that score is the final summative score
       1) Ex: PPPP=P

    b. If three (3) domain scores are the same, and the fourth (4th) domain score is not U, then the majority score is the final summative score
       1) Ex: PPPB = P
       2) Ex: DDDP = D
       3) Ex: PPPD = P

c. If the domains are two (2) of one (1) score and two (2) of another score and the scores are adjacent *(meaning adjacent on the rating scale, as in DP, PB, and BU),* then the lower score is the final summative score.
   1) Ex: DDPP = P
   2) Ex: PPBB = B

d. If the domains are two (2) of one (1) score and two (2) of another score and *the scores are not adjacent, and one is not U, then the intermediate* score is the final summative score.
   1) Ex: DDBB = P

e. If the domain scores are D or P with one (1) U, the final summative score shall be B and the employee will be placed on a Professional Growth Support Document.

f. If two (2) domains are rated U, the final summative score shall be U and the employee will be placed on a Performance Improvement Plan.

g. If the employee is provisional and receives a U in any domain, the final summative score shall be U and the employee may be terminated.

12. **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 D of this Article).

13. **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.

14. **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.

15. **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.

16. **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 with no ratings of one (1) in any single criterion).

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 with no ratings of one (1) in any single criterion.

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 for a comprehensive evaluation. The final summative evaluation rating for a focused evaluation shall be the final summative evaluation rating for the teacher's most recent comprehensive evaluation.

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 with no ratings of Unsatisfactory in any single domain.)

e. **Non-classroom Certificated Employees with Provisional Status—with 4 or more years experience** must have a final summative evaluation rating of Proficient or above with no ratings of Unsatisfactory in any single domain.

f. **Non-classroom Certificated Employees with Continuing Status-** must have a final summative evaluation rating of Proficient or above for a comprehensive evaluation. The final summative evaluation rating for a focused evaluation shall be the final summative evaluation rating for the non-classroom certificated employee's most recent comprehensive evaluation.

17. **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.

18. **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).

19. **SMART Goal** shall mean that the goal is specific, measurable, attainable, relevant and time bound.

20. **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.

21. **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 K)

22. **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.

ARTICLE XI: EVALUATION

1. **All contracted certificated employees** must receive either a comprehensive evaluation or a focused evaluation annually. All certificated employees shall receive a comprehensive summative evaluation at least once every four years.

   a. **For Classroom Teachers:**

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

      2) 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:**

      1) 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.

      2) 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. By certificated employee or evaluator decision (*see Section G 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.

      1) 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.

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

      3) 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.

      4) The evaluator must assign the same or higher summative rating for the focused evaluation (selected criterion) as the rating on the most recent comprehensive evaluation.

d. **For Non-Classroom Certificated Employees**:

1) The focused evaluation includes an assessment of one of the four domains selected for a performance rating for that school year.

2) 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.

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 their 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).

1) 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**

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

2) 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.

3) 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.

4) 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.

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

6) The evaluator must schedule a post observation conference within five (5) work days of the formal observation and provide the employee with a copy of the written observation report within five (5) work 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.

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

8) 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.

9) 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.

1) A formal observation will occur before winter break.

2) 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.

3) The evaluator must schedule a post observation conference within five (5) work days of the observation and provide the employee with a copy of the written observation report within five (5) work 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.

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

5) Information gathered during informal observations may be included in the summative evaluation. Within five (5) work 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.

6) 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 twenty (20) work days 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**

1) 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

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

3) 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.

4) 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.

5) Information gathered during informal observations may be included in the summative evaluation. Within five (5) work 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.

6) 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).

1) **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.

2) **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, but not limited to: Consulting Teacher 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

ARTICLE XI: EVALUATION

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 they are, the employee will have the burden of proof.

      1) 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.

      2) 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.

      3) 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.

      4) 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:

      1) 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

      2) 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.

      3) 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.

4) 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 I*)*

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:

1) 3.1 Establish Student Growth Criteria (RE: individual or sub groups)

2) 3.2 Achievement of Student Growth Goals (RE: individual or sub groups)

3) 6.1 Establish Student Growth Goals using multiple Student Data Elements (RE: whole class based on standards)

4) 6.2 Achievement of Student Growth Goals (RE: whole class based on standards)

5) 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:

1) 18-20—High

2) 13-17—Average

3) 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 the same or higher summative evaluation rating as was received on the most recent comprehensive evaluation for the focused evaluation.

SECTION F: RESPONSE TO FINAL SUMMATIVE EVALUATIONS

Comprehensive Evaluation:

1. Employees with **Provisional Status**

a. 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.

b. 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.

c. A rating of one (1) on any single criterion may result in non-renewal of a provisional certificated employee.

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 summative performance evaluation rating of Distinguished on their most recent comprehensive evaluation. 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:

1) The employee and the evaluator must collaboratively create a Professional Growth Support Document using the template included in the appendices of this contract.

2) The Professional Growth Support Document will identify appropriate, specific supports, which address the specific concerns identified in the comprehensive summative evaluation.

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) 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.

e) Classroom teachers will be offered the support of a Consulting Teacher (CT); non classroom teachers will be offered the support of a content subject matter specialist.

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

1) **Level 1** (Unsatisfactory); or

2) **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:

1) 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.

2) Classroom teachers will be offered the support of a Consulting Teacher (CT); non classroom teachers will be offered the support of a content subject matter specialist.

3) 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.

SECTION G: 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 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, their 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 H: CONSULTING TEACHER PROGRAM

1. Consulting Teacher (CT) program - Consulting Teacher (CT) Role Overview: CTs have two distinct functions within the SPS Professional Growth & Educator Support System (PGES):

    a. Mentoring and Coaching Role:

        1) 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.

2) 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.

b. Assessment Role:

1) CTs will perform at least two (2) data collection observations to inform the final CT recommendations. 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.

2) 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 CT 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.

2. Caseloads and Consulting Teachers

a. Every effort will be made to assign individual CTs a caseload of fifteen (15) or fewer participating teachers. In no case will a CT's caseload exceed twenty (20) participating teachers. FTE for the consulting teacher team will be projected using an average caseload ratio of 1:17.

b. CT caseloads will be assigned using a weighted scale to insure equitable workloads across the CT team.

Weight	Teacher Context
0.5	Short-Term or Transition Support
1.0	New to Profession or Co-Referral
1.5	Experienced, Off Schedule
2.0	Probation and PIP

3. Consulting Teacher Program Review

a. Upon assignment, those who are selected will work as full-time consulting teachers. Generally, assignments will be for the school year and will 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.

4. Consulting Teacher Term:

   a. The intention of 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 Teachers 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:

      1) Consulting teachers may continue in their role for up to five (5) years (dependent on program need).

      2) Teachers must return to the classroom for at least three (3) years before being eligible to reapply to be a Consulting Teacher.

   b. 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:

      1) The term of assignment for all current STAR Consulting Teachers will be extended for up to three additional years – beyond the remaining balance their original term – 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)

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

      2) The term of all current Evaluation Support Consulting Teachers be set at five (5) years beginning in the 2018-19 school year.

      3) 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 at 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.

5. Consulting Teacher Program Review:

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

SECTION I: 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 the employee's 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 they are 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 by no later than January 15th.

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, a 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 they have demonstrated improvement to the satisfaction of the principal/program manager in those areas specifically detailed in the employee's initial notice of deficiency and subsequently detailed in their 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).

ARTICLE XI: EVALUATION

SECTION J: GRIEVANCES

1. Procedural Disputes:

    a. Disputes concerning exclusively a departure by the SPS from the procedural requirements of this Article XI (Evaluation) will be subject to Article X (Grievance Provisions).

    b. An arbitrator will have the authority to direct appropriate remedies in cases properly subject to arbitration.

2. Non-Procedural Disputes:

    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 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 provisions.

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

    d. Any employee who remains dissatisfied with the results of this review will have the right to remove the annual performance evaluation from their 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

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ARTICLE XII: LAYOFF AND RECALL

ARTICLE XII: LAYOFF AND RECALL

SECTION A: CONDITIONS NECESSARY FOR LAYOFF

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

2. Adverse developments which can necessitate layoffs include:

    a. Failure of a special levy election;

    b. Large insufficiencies in State funding; or,

    c. Large reductions in categorical funds or projects.

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

4. In the event of layoffs determined for other reasons such as declining enrollment, changes in programs and priorities within and among programs, adoptions of a different manner of providing services, and non-large funding losses and insufficiencies, the SPS shall provide the SEA with a listing which includes the names, teaching categories, and seniority of all employees to be laid off prior to the employees' receipt of layoff notification. Except in unusual circumstances, the notice shall be provided at least twenty-four (24) hours prior to the employees' receipt of lay-off notices. The SPS and the SEA will immediately meet to review the changes.

5. The performance ratings (evaluation) of employees shall only be a factor in determining the order of layoff under this Section in cases of tied seniority. Anyone who is not considered proficient by the state summative performance rating will be laid off prior to someone of the same seniority who is considered proficient. If there is tied seniority and all employees are proficient on their state summative performance rating, the date of hire will be the tiebreaker.

6. Vacancies created by retirements, resignations, leaves and discharges will be taken into consideration in determining the number of available certificated positions prior to the following school year.

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

SECTION B: SENIORITY

1. Seniority is the length of regular contract service an employee has with the SPS and includes length of service transferred from other Washington public schools.

    a. Service from another Washington public school will be calculated on the same basis that is used to calculate service for those who have served in Seattle only.

    b. A year of service is earned by fulfilling the number of days specified in the Contract.

    c. Seniority for any employees who are contracted following the beginning of the school year will be computed by dividing the number of days worked by the number of days specified in the Contract. For purposes of computing seniority, a day consists of working one-half (.5) day or

more. For employees working less than one-half (.5) day, seniority will be computed on the basis of full-time equivalency.

d. A day of seniority is based upon a day for which pay is received. Therefore, the following are excluded:

1) Absences for other causes; and,

2) All unpaid leaves except Military Leave which interrupt an employee's service.

2. Seniority includes Washington school district service prior to resignation or leave and excludes substitute service.

3. It is the intention of the parties that this Article be consistent with the SPS Affirmative Action efforts in hiring.

4. Employee Categories

Funding and staffing needs may change in schools, resulting in layoffs or displacement of some staff. Non-supervisory certificated staff are retained or displaced from schools or identified for layoff (RIF) according to seniority in each category (codes given to teaching areas). Categories are established to ensure the qualifications of employees assigned to retained positions. Each year prior to staffing for the following year, certificated staff has an opportunity to review categories and request additional categories for which they qualify.

ARTICLE XII: LAYOFF AND RECALL

BILINGUAL CATEGORIES
BE -English As A Second Language - Elementary
BS-English As A Second Language - Secondary
GE-Bilingual Generalist – Elementary
GS-Bilingual Generalist – Secondary

SPECIAL EDUCATION CATEGORIES
XA-Audiologist*
XB-Behavior Disability, Self-Contained/Agency
XC-Special Education Career Consultant
XD-Speech/Language Pathologist*
XE-Early Childhood Special Education
XF-Orientation and Mobility Specialist
XG-Special Education Generalist
XH-Hearing Impaired
XL-Deaf/Blind
XM-Mentally Handicapped, Self-Contained
XO-Orthopedically Handicapped
XP-Adaptive P.E.
XS-Severe/Profound
XT-Autism
XV-Visually Impaired
XX-Hospital Instruction
XY-Occupational Therapist*
XZ-Physical Therapist*
** Requires ESA certificate*

SUPPORT SERVICES
AJ-Academic Intervention Specialist
DA-Drug/Alcohol Intervention Specialist
ZA-Guidance Specialist*
ZE-Counselor, Elementary*
ZN-Nurse*
ZP-Psychologist*
ZS-Counselor, Secondary*
ZW- Social Worker*
**Requires ESA Certificate*

ELEMENTARY CATEGORIES
AE-Alternative, Elementary
AM-Montessori
E3-Multi-age
E4-Kindergarten
E5-Grades 1-3
E6-Grades 4-5
EA-Art Specialist
EB-Language Immersion
ED-Distar
EF-Foreign language
EG-Gifted Specialist
EI-Music Specialist,Instr.
EL-Librarian
EM-Elementary Math
EP-Phys.Ed.
ER-Elementary Reading
ES-Science Specialist
EU-Multi Arts Gen. (Art, Drama, Music & Dance)
EV-Music Specialist, Vocal
E2-Computer Specialist
IS –Itinerant Elementary Instrumental Music Specialist
RS-Reading Specialist

SECONDARY CATEGORIES

ARTS
AG-Visual Arts
AD-Dance
LD-Theatre Arts

ALTERNATIVE
AC-Corrections/Educ. Specialist
AS-Alternative School, Secondary
AX-Home School Parent Partner

COMPUTER EDUCATION
M2-Computer Educ./Programming

FOREIGN LANGUAGE
FC-Chinese - Han Yu (Mandarin)
FE-Secondary Language Emersion
FF-French
FG-German
FJ-Japanese
FL-Latin
FN-Norwegian
FP-Pilipino (Tagalog)
FR Russian
FS-Spanish
FW-Swedish

HEALTH EDUCATION
HE-Health Education, General

LANGUAGE ARTS
LA-Language Arts, General
LJ-Journalism
LR-Reading

MATHEMATICS
MA-Integrated Math
MC-Pre-Calculus
MG-Mathematics, General

MIDDLE SCHOOL
H7-Middle School History
L7-Middle School Language Arts
M7-Middle School Math
R7-Middle School Reading
S7-Middle School Science

MUSIC
MI-Music, Instrumental
MV-Music, Vocal

PHYSICAL EDUCATION
PE-Physical Education, General
PS-Physical Education, Swimming

SCIENCE
SB-Biology
SC-Chemistry
SG-Science, General
SM-Marine Biology
SP-Physics

SECONDARY SPECIALIST
ZG -Gifted Specialist, Secondary
ZL-Librarian, Secondary

SOCIAL STUDIES
SE-Economics
SH-History
SI-Geography
SO-Government

TECHNOLOGY EDUCATION – Middle School
IG-Tech.Educ. Generalist
IM-Tech.Educ.-Graphics

FM-Family&Consumer Science

TRAFFIC EDUCATION
ZT-Traffic Education

5. Seniority credit for purposes of displacement, transfer and layoff and recall when transferring from classified unit to certificated unit:

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

6. Seniority credit for non-supervisory certificated employees hired after September 1, 1991 will include credit for certificated substitute service in the Washington State public school districts, subject to the following provisions:

   a. Only Washington State public school district certificated substitute service will be recognized.

   b. Seniority credit for substitute service will be computed on the basis of total full-time equivalent certificated substitute days, divided by 180 days.

SECTION C: DISPLACEMENT AND LAYOFF GUIDELINES

Guidelines for displacement and layoff shall be as follows:

1. Displacement of staff from buildings, layoff, and recall shall be by seniority, within categories, subject matter areas, or departments. The FTE of an employee will not be a consideration. When a part-time employee is subject to recall and the same level of FTE is not available, the employee will first be offered a higher FTE, if available. If the employee does not accept the higher FTE and a lower FTE is available, the employee may select that position, but must accept an offered position by August 1st. If another position becomes available prior to August 31st, the partial FTE may then transfer to that position

2. Exemption Process

   In order to retain a workforce that includes racial, gender, linguistic and equity literate educators in times of displacement and/or reduction in force, SPS may, as allowed by law, take action on a principal/program manager's recommendations for exemptions to displacement and lay-off (reduction in force) using the following three (3) specific critiera:

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

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

   c. Use of the Racial Equity Analysis Tool points to an adverse impact on students furthest from educational justice when making staffing, budgetary or displacement/layoff decisions.

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

4. Employees are designated "displaced" if they are involuntarily removed from a building because the number of staff with continuing contracts in that category at the building exceeds the building's requirements for the following year but the number of staff the SPS will require in that category the following year is sufficient to warrant retention of the employee in a "displaced pool" eligible to seek vacant positions under the terms of Article VIII, Staffing. Displaced employees retain the rights and protections described in Article VIII, Staffing. Seniority within categories determines whether an employee is "displaced" or "laid off".

5. Employees are designated “laid off” if they are involuntarily removed from a building because the number of staff with continuing contracts in that category in the SPS exceeds the SPS’s requirements in that category for the following year and the employee does not have sufficient seniority to be retained in the “displacement pool”.

6. The SPS shall comply with Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Amendment, and Section 504 of the Rehabilitation Act when implementing layoffs.

SECTION D: CERTIFICATED EMPLOYEE LAYOFFS

Retentions and layoffs shall be determined as follows:

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

2. Selection Within Employment Categories: Certificated employees shall be considered for retention in available positions within the categories or specialties which they have designated as preferences in accordance with Article XII, B,4 of this Agreement.

3. Length of service of certificated employees shall be the basis for retention within the employment categories.

4. Employees who do not meet the seniority requirement for the first preference listed will be considered, on a seniority basis, for their other listed preferences.

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

1. All employees laid off as a result of program or staff adjustments will be placed in an employment pool from which they will have priority for reemployment.

2. The SPS shall maintain a roster of certificated employees who were laid off from positions. Persons on the list will be ranked in order of seniority within categories. The SPS shall make every reasonable effort to recall laid off employees to employment at the earliest possible date after determination that an appropriate vacancy exists.

3. If a position becomes vacant and if no qualified internal candidate accepts the position (see Article VIII, Staffing), the most senior person holding that category is recalled. Internal candidates include anyone eligible to participate in internal open hiring (as described in Article VIII). The exceptions are that:

    a. To the extent that the employee’s immediately previous assignment is available, the employee shall automatically be placed in their immediately previous assignment.

    b. The employee shall have the right to return to their immediately previous work location whenever a position is available, but no later than the second week of school.

4. Recall shall be determined as follows:

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

    b. Each individual shall be considered for reemployment in any of the categories the employee indicated as preferences.

    c. Reemployment will be made on a seniority basis, within categories.

d. The employee shall have the right to refuse the first and second offer of employment. Refusing the third offer shall result in the individual's name being placed on the bottom of the rehire list.

e. Employees reemployed to a position in a 30% or more ethnic minority populated school shall have training and/or experience with multi-ethnic or multi-cultural situations. If such employees are not available within the pool and no person will or can take the training and/or experience prior to the opening of school, other persons will be selected with consideration of appropriate in-service training and/or orientation.

5. It shall be the responsibility of each individual placed in the reemployment pool to notify Human Resources in writing between June 1 and June 30 if the individual wishes to remain in the reemployment pool for the second year. If the notification is not received, the name of the individual(s) shall be dropped from the employment pool.

6. Individuals not re-employed before the start of the fall school term, upon application, shall be placed on the substitute roster and will be considered senior substitutes as outlined in Article V. Laid off employees may renew annually their position within the substitute roster.

7. It is recognized that certificated employees of the SPS holding administrative or supervisory positions and not included in the bargaining unit covered by this Agreement may be eligible, under applicable Board policy and administrative procedures, for retention in one or more of the employment categories.

8. Any laid off individual shall, upon reemployment, retain full seniority rights and all other rights as though their employment relationship with the SPS had not been broken.

SECTION F: EMPLOYMENT NOTIFICATION

1. All laid off employees shall be responsible for notifying Human Resources of a telephone number through which they can be reached.

2. Any laid off employee may assign their power of attorney to the SEA who will thereby be authorized to accept or reject an assignment on the employee's behalf.

3. Laid off employees will be contacted by telephone to be offered re-employment and shall respond within twenty-four (24) hours following receipt of the offer.

4. Employees may authorize Human Resources to accept or reject an assignment on their behalf.

SECTION G: RECALL FROM LAYOFF AND SENIORITY

1. All employees recalled from layoff shall receive full seniority credit retroactive to the first date of the semester if recalled prior to October 31.

2. The recall period for laid-off employees shall be renewable on an annual basis by the former employee for a two (2) year length of time.

ARTICLE XIII: NO-STRIKE CLAUSE

ARTICLE XIII: NO-STRIKE CLAUSE

1. The SPS will not lock out its employees and the SEA will not cause or encourage its members to engage in any strike or other work stoppage.

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

ARTICLE XIV: MEMORANDUMS OF UNDERSTANDING (MOUs)

All Memorandums of Understanding or Letters of Agreement attached and made part of this Collective Bargaining Agreement shall expire on August 31, 2022, subject to mutual renewal.

APPENDICES TO THE AGREEMENT

BETWEEN

SEATTLE PUBLIC SCHOOLS

AND

SEATTLE EDUCATION ASSOCIATION

CERTIFICATED NON-SUPERVISORY EMPLOYEES

2019-2022

APPENDIX A-1

2019-2020 Certificated Instructional Staff Salary Schedule

Step	CBA Item	Days	BA (100)	BA+22.5 (200)	BA+45 (300)	BA+45 +MA (400)	BA+90 (500)	BA+90 +MA (600)	BA+135 (700)	BA+135 +MA (800)	BA+155 +MA (900)	PhD/Dr. (906)
1	Base Pay	180.00	$50,502	$50,582	$50,660	$58,531	$52,570	$60,623	$53,842	$61,895	$63,169	$63,858
	Contractual Days	5.00	$1,403	$1,405	$1,407	$1,626	$1,460	$1,684	$1,496	$1,719	$1,755	$1,774
	Tech Days	4.00	$1,122	$1,124	$1,126	$1,301	$1,168	$1,347	$1,196	$1,375	$1,404	$1,419
	Responsibility/Incentive		$6,767	$7,367	$7,652	$8,859	$7,922	$9,158	$8,103	$9,338	$9,518	$9,617
	TOTAL	**189.00**	**$59,794**	**$60,478**	**$60,845**	**$70,317**	**$63,120**	**$72,812**	**$64,637**	**$74,327**	**$75,846**	**$76,668**
2	Base Pay	180.00	$50,607	$50,799	$51,484	$59,156	$54,598	$61,112	$56,208	$62,440	$64,110	$66,503
	Contractual Days	5.00	$1,406	$1,411	$1,430	$1,643	$1,517	$1,698	$1,561	$1,734	$1,781	$1,847
	Tech Days	4.00	$1,125	$1,129	$1,144	$1,315	$1,213	$1,358	$1,249	$1,388	$1,425	$1,478
	Responsibility/Incentive		$7,325	$7,672	$7,774	$8,950	$8,231	$9,228	$8,463	$9,417	$9,659	$10,020
	TOTAL	**189.00**	**$60,463**	**$61,011**	**$61,832**	**$71,064**	**$65,559**	**$73,396**	**$67,481**	**$74,979**	**$76,975**	**$79,848**
3	Base Pay	180.00	$50,711	$51,180	$53,094	$59,536	$56,654	$61,494	$58,447	$62,851	$66,293	$68,665
	Contractual Days	5.00	$1,409	$1,422	$1,475	$1,654	$1,574	$1,708	$1,624	$1,746	$1,841	$1,907
	Tech Days	4.00	$1,127	$1,137	$1,180	$1,323	$1,259	$1,367	$1,299	$1,397	$1,473	$1,526
	Responsibility/Incentive		$7,658	$7,727	$8,018	$9,005	$8,543	$9,283	$8,804	$9,476	$9,991	$10,349
	TOTAL	**189.00**	**$60,905**	**$61,466**	**$63,767**	**$71,518**	**$68,030**	**$73,852**	**$70,174**	**$75,470**	**$79,598**	**$82,447**
4	Base Pay	180.00	$51,091	$51,562	$54,285	$59,919	$58,257	$61,877	$60,225	$63,234	$67,957	$70,295
	Contractual Days	5.00	$1,419	$1,432	$1,508	$1,664	$1,618	$1,719	$1,673	$1,757	$1,888	$1,953
	Tech Days	4.00	$1,135	$1,146	$1,206	$1,332	$1,295	$1,375	$1,338	$1,405	$1,510	$1,562
	Responsibility/Incentive		$7,712	$7,781	$8,197	$9,058	$8,786	$9,337	$9,073	$9,530	$10,243	$10,596
	TOTAL	**189.00**	**$61,357**	**$61,921**	**$65,196**	**$71,973**	**$69,956**	**$74,308**	**$72,309**	**$75,926**	**$81,598**	**$84,406**
5	Base Pay	180.00	$51,474	$52,582	$55,826	$60,300	$60,221	$62,780	$62,364	$64,922	$70,037	$72,357
	Contractual Days	5.00	$1,430	$1,461	$1,551	$1,675	$1,673	$1,744	$1,732	$1,803	$1,945	$2,010
	Tech Days	4.00	$1,144	$1,168	$1,241	$1,340	$1,338	$1,395	$1,386	$1,443	$1,556	$1,608
	Responsibility/Incentive		$7,766	$7,933	$8,430	$9,113	$9,085	$9,471	$9,399	$9,786	$10,560	$10,910
	TOTAL	**189.00**	**$61,814**	**$63,144**	**$67,048**	**$72,428**	**$72,317**	**$75,390**	**$74,881**	**$77,954**	**$84,098**	**$86,885**
6	Base Pay	180.00	$51,855	$53,616	$57,485	$60,810	$62,168	$64,707	$64,484	$67,022	$72,099	$74,406
	Contractual Days	5.00	$1,440	$1,489	$1,597	$1,689	$1,727	$1,797	$1,791	$1,862	$2,003	$2,067
	Tech Days	4.00	$1,152	$1,191	$1,277	$1,351	$1,382	$1,438	$1,433	$1,489	$1,602	$1,653
	Responsibility/Incentive		$7,820	$8,088	$8,679	$9,185	$9,381	$9,764	$9,722	$10,105	$10,873	$11,221
	TOTAL	**189.00**	**$62,267**	**$64,384**	**$69,038**	**$73,035**	**$74,658**	**$77,706**	**$77,430**	**$80,478**	**$86,577**	**$89,347**
7	Base Pay	180.00			$59,528	$62,066	$64,651	$67,193	$67,144	$69,681	$74,765	$77,070
	Contractual Days	5.00			$1,654	$1,724	$1,796	$1,866	$1,865	$1,936	$2,077	$2,141
	Tech Days	4.00			$1,323	$1,379	$1,437	$1,493	$1,492	$1,548	$1,661	$1,713
	Responsibility/Incentive				$8,989	$9,372	$9,758	$10,141	$10,126	$10,509	$11,278	$11,626
	TOTAL	**189.00**			**$71,494**	**$74,541**	**$77,642**	**$80,693**	**$80,627**	**$83,674**	**$89,781**	**$92,550**

2019-2020 Certificated Instructional Staff Salary Schedule

Step	CBA Item	Days	BA (100)	BA+22.5 (200)	BA+45 (300)	BA+45 +MA (400)	BA+90 (500)	BA+90 +MA (600)	BA+135 (700)	BA+135 +MA (800)	BA+155 +MA (900)	PhD/Dr. (906)
8	Base Pay	180.00			$61,501	$64,043	$67,061	$69,597	$69,735	$72,266	$77,341	$79,647
	Contractual Days	5.00			$1,708	$1,779	$1,863	$1,933	$1,937	$2,007	$2,148	$2,212
	Tech Days	4.00			$1,367	$1,423	$1,490	$1,547	$1,550	$1,606	$1,719	$1,770
	Responsibility/Incentive				$9,287	$9,672	$10,123	$10,506	$10,519	$10,902	$11,670	$12,017
	TOTAL	**189.00**			**$73,863**	**$76,917**	**$80,537**	**$83,583**	**$83,741**	**$86,781**	**$92,878**	**$95,646**
9	Base Pay	180.00			$63,546	$66,084	$69,543	$72,075	$72,391	$74,925	$80,001	$82,304
	Contractual Days	5.00			$1,765	$1,836	$1,932	$2,002	$2,011	$2,081	$2,222	$2,286
	Tech Days	4.00			$1,412	$1,469	$1,545	$1,602	$1,609	$1,665	$1,778	$1,829
	Responsibility/Incentive				$9,596	$9,980	$10,499	$10,882	$10,923	$11,306	$12,074	$12,422
	TOTAL	**189.00**			**$76,319**	**$79,369**	**$83,519**	**$86,561**	**$86,934**	**$89,977**	**$96,075**	**$98,841**
10	Base Pay	180.00			$65,586	$68,125	$72,022	$74,555	$75,052	$77,587	$82,660	$84,966
	Contractual Days	5.00			$1,822	$1,892	$2,001	$2,071	$2,085	$2,155	$2,296	$2,360
	Tech Days	4.00			$1,457	$1,514	$1,600	$1,657	$1,668	$1,724	$1,837	$1,888
	Responsibility/Incentive				$9,905	$10,289	$10,876	$11,259	$11,327	$11,711	$12,478	$12,826
	TOTAL	**189.00**			**$78,770**	**$81,820**	**$86,499**	**$89,542**	**$90,132**	**$93,177**	**$99,271**	**$102,040**
11	Base Pay	180.00			$67,626	$70,166	$74,501	$77,037	$77,709	$80,247	$85,318	$87,624
	Contractual Days	5.00			$1,879	$1,949	$2,069	$2,140	$2,159	$2,229	$2,370	$2,434
	Tech Days	4.00			$1,503	$1,559	$1,656	$1,712	$1,727	$1,783	$1,896	$1,947
	Responsibility/Incentive				$10,213	$10,597	$11,252	$11,635	$11,731	$12,115	$12,881	$13,230
	TOTAL	**189.00**			**$81,221**	**$84,271**	**$89,478**	**$92,524**	**$93,326**	**$96,374**	**$102,465**	**$105,235**
12	Base Pay	180.00			$69,666	$72,207	$76,980	$79,517	$80,368	$82,907	$87,977	$90,283
	Contractual Days	5.00			$1,935	$2,006	$2,138	$2,209	$2,232	$2,303	$2,444	$2,508
	Tech Days	4.00			$1,548	$1,605	$1,711	$1,767	$1,786	$1,842	$1,955	$2,006
	Responsibility/Incentive				$10,522	$10,906	$11,629	$12,012	$12,135	$12,519	$13,286	$13,633
	TOTAL	**189.00**			**$83,671**	**$86,724**	**$92,458**	**$95,505**	**$96,521**	**$99,571**	**$105,662**	**$108,430**
13	Base Pay	180.00					$79,458	$81,995	$83,029	$85,566	$90,637	$92,943
	Contractual Days	5.00					$2,207	$2,278	$2,306	$2,377	$2,518	$2,582
	Tech Days	4.00					$1,766	$1,822	$1,845	$1,901	$2,014	$2,065
	Responsibility/Incentive						$12,005	$12,388	$12,539	$12,923	$13,690	$14,037
	TOTAL	**189.00**					**$95,436**	**$98,483**	**$99,719**	**$102,767**	**$108,859**	**$111,627**
14	Base Pay	180.00					$81,937	$84,475	$85,684	$88,223	$93,295	$95,601
	Contractual Days	5.00					$2,276	$2,347	$2,380	$2,451	$2,592	$2,656
	Tech Days	4.00					$1,821	$1,877	$1,904	$1,961	$2,073	$2,124
	Responsibility/Incentive						$12,381	$12,764	$12,943	$13,327	$14,094	$14,442
	TOTAL	**189.00**					**$98,415**	**$101,463**	**$102,911**	**$105,962**	**$112,054**	**$114,823**

2019-2020 Certificated Instructional Staff Salary Schedule

Step	CBA Item	Days	BA (100)	BA+22.5 (200)	BA+45 (300)	BA+45 +MA (400)	BA+90 (500)	BA+90 +MA (600)	BA+135 (700)	BA+135 +MA (800)	BA+155 +MA (900)	PhD/Dr. (906)
15	Base Pay	180.00					$83,488	$86,060	$87,278	$89,850	$94,986	$97,320
	Contractual Days	5.00					$2,319	$2,391	$2,424	$2,496	$2,639	$2,703
	Tech Days	4.00					$1,855	$1,912	$1,940	$1,997	$2,111	$2,163
	Responsibility/Incentive						$12,614	$13,003	$13,183	$13,571	$14,348	$14,701
	TOTAL	**189.00**					**$100,276**	**$103,366**	**$104,825**	**$107,914**	**$114,084**	**$116,887**

2020-21 Certificated Instructional Staff Salary Schedule

Step	CBA Item	Days	BA (100)	BA+22.5 (200)	BA+45 (300)	BA+45 +MA (400)	BA+90 (500)	BA+90 +MA (600)	BA+135 (700)	BA+135 +MA (800)	BA+155 +MA (900)	PhD/Dr. (906)
1	Base Pay	180.00	$51,310	$51,391	$51,471	$59,467	$53,411	$61,593	$54,703	$62,885	$64,180	$64,880
	Contractual Days	5.00	$1,425	$1,428	$1,430	$1,652	$1,484	$1,711	$1,520	$1,747	$1,783	$1,802
	Tech Days	4.00	$1,140	$1,142	$1,144	$1,321	$1,187	$1,369	$1,216	$1,397	$1,426	$1,442
	Responsibility/Incentive		$6,875	$7,485	$7,774	$9,001	$8,049	$9,305	$8,233	$9,487	$9,670	$9,771
	TOTAL	**189.00**	**$60,750**	**$61,446**	**$61,819**	**$71,441**	**$64,131**	**$73,978**	**$65,672**	**$75,516**	**$77,059**	**$77,895**
2	Base Pay	180.00	$51,417	$51,612	$52,308	$60,102	$55,472	$62,090	$57,107	$63,439	$65,136	$67,567
	Contractual Days	5.00	$1,428	$1,434	$1,453	$1,670	$1,541	$1,725	$1,586	$1,762	$1,809	$1,877
	Tech Days	4.00	$1,143	$1,147	$1,162	$1,336	$1,233	$1,380	$1,269	$1,410	$1,447	$1,501
	Responsibility/Incentive		$7,442	$7,795	$7,898	$9,093	$8,363	$9,376	$8,598	$9,568	$9,814	$10,180
	TOTAL	**189.00**	**$61,430**	**$61,988**	**$62,821**	**$72,201**	**$66,609**	**$74,571**	**$68,560**	**$76,179**	**$78,206**	**$81,125**
3	Base Pay	180.00	$51,522	$51,999	$53,944	$60,489	$57,560	$62,478	$59,382	$63,857	$67,354	$69,764
	Contractual Days	5.00	$1,431	$1,444	$1,498	$1,680	$1,599	$1,736	$1,650	$1,774	$1,871	$1,938
	Tech Days	4.00	$1,145	$1,156	$1,199	$1,344	$1,279	$1,388	$1,320	$1,419	$1,497	$1,550
	Responsibility/Incentive		$7,781	$7,851	$8,146	$9,149	$8,680	$9,432	$8,945	$9,628	$10,151	$10,515
	TOTAL	**189.00**	**$61,879**	**$62,450**	**$64,787**	**$72,662**	**$69,118**	**$75,034**	**$71,297**	**$76,678**	**$80,873**	**$83,767**
4	Base Pay	180.00	$51,908	$52,387	$55,154	$60,878	$59,189	$62,867	$61,189	$64,246	$69,044	$71,420
	Contractual Days	5.00	$1,442	$1,455	$1,532	$1,691	$1,644	$1,746	$1,700	$1,785	$1,918	$1,984
	Tech Days	4.00	$1,154	$1,164	$1,226	$1,353	$1,315	$1,397	$1,360	$1,428	$1,534	$1,587
	Responsibility/Incentive		$7,835	$7,905	$8,328	$9,203	$8,927	$9,486	$9,218	$9,682	$10,407	$10,766
	TOTAL	**189.00**	**$62,339**	**$62,911**	**$66,240**	**$73,125**	**$71,075**	**$75,496**	**$73,467**	**$77,141**	**$82,903**	**$85,757**
5	Base Pay	180.00	$52,298	$53,423	$56,719	$61,265	$61,185	$63,784	$63,362	$65,961	$71,158	$73,515
	Contractual Days	5.00	$1,453	$1,484	$1,576	$1,702	$1,700	$1,772	$1,760	$1,832	$1,977	$2,042
	Tech Days	4.00	$1,162	$1,187	$1,260	$1,361	$1,360	$1,417	$1,408	$1,466	$1,581	$1,634
	Responsibility/Incentive		$7,890	$8,060	$8,565	$9,259	$9,230	$9,623	$9,549	$9,943	$10,729	$11,085
	TOTAL	**189.00**	**$62,803**	**$64,154**	**$68,120**	**$73,587**	**$73,475**	**$76,596**	**$76,079**	**$79,202**	**$85,445**	**$88,276**
6	Base Pay	180.00	$52,685	$54,474	$58,405	$61,783	$63,163	$65,742	$65,516	$68,094	$73,253	$75,596
	Contractual Days	5.00	$1,463	$1,513	$1,622	$1,716	$1,755	$1,826	$1,820	$1,892	$2,035	$2,100
	Tech Days	4.00	$1,171	$1,211	$1,298	$1,373	$1,404	$1,461	$1,456	$1,513	$1,628	$1,680
	Responsibility/Incentive		$7,945	$8,217	$8,818	$9,332	$9,531	$9,920	$9,878	$10,267	$11,047	$11,401
	TOTAL	**189.00**	**$63,264**	**$65,415**	**$70,143**	**$74,204**	**$75,853**	**$78,949**	**$78,670**	**$81,766**	**$87,963**	**$90,777**
7	Base Pay	180.00			$60,480	$63,059	$65,685	$68,268	$68,218	$70,796	$75,961	$78,303
	Contractual Days	5.00			$1,680	$1,752	$1,825	$1,896	$1,895	$1,967	$2,110	$2,175
	Tech Days	4.00			$1,344	$1,401	$1,460	$1,517	$1,516	$1,573	$1,688	$1,740
	Responsibility/Incentive				$9,133	$9,522	$9,914	$10,303	$10,288	$10,677	$11,458	$11,812
	TOTAL	**189.00**			**$72,637**	**$75,734**	**$78,884**	**$81,984**	**$81,917**	**$85,013**	**$91,217**	**$94,030**
8	Base Pay	180.00			$62,485	$65,068	$68,134	$70,711	$70,851	$73,422	$78,578	$80,921
	Contractual Days	5.00			$1,736	$1,807	$1,893	$1,964	$1,968	$2,040	$2,183	$2,248
	Tech Days	4.00			$1,389	$1,446	$1,514	$1,571	$1,574	$1,632	$1,746	$1,798
	Responsibility/Incentive				$9,436	$9,827	$10,285	$10,674	$10,687	$11,076	$11,857	$12,209
	TOTAL	**189.00**			**$75,046**	**$78,148**	**$81,826**	**$84,920**	**$85,080**	**$88,170**	**$94,364**	**$97,176**
9	Base Pay	180.00			$64,563	$67,141	$70,656	$73,228	$73,549	$76,124	$81,281	$83,621
	Contractual Days	5.00			$1,793	$1,865	$1,963	$2,034	$2,043	$2,115	$2,258	$2,323
	Tech Days	4.00			$1,435	$1,492	$1,570	$1,627	$1,634	$1,692	$1,806	$1,858
	Responsibility/Incentive				$9,750	$10,140	$10,667	$11,056	$11,098	$11,487	$12,267	$12,621
	TOTAL	**189.00**			**$77,541**	**$80,638**	**$84,856**	**$87,945**	**$88,324**	**$91,418**	**$97,612**	**$100,423**
10	Base Pay	180.00			$66,635	$69,215	$73,174	$75,748	$76,253	$78,828	$83,983	$86,325
	Contractual Days	5.00			$1,851	$1,923	$2,033	$2,104	$2,118	$2,190	$2,333	$2,398
	Tech Days	4.00			$1,481	$1,538	$1,626	$1,683	$1,695	$1,752	$1,866	$1,918
	Responsibility/Incentive				$10,063	$10,454	$11,050	$11,439	$11,508	$11,898	$12,678	$13,031
	TOTAL	**189.00**			**$80,030**	**$83,130**	**$87,883**	**$90,974**	**$91,574**	**$94,668**	**$100,860**	**$103,672**

2020-21 Certificated Instructional Staff Salary Schedule

Step	CBA Item	Days	BA (100)	BA+22.5 (200)	BA+45 (300)	BA+45 +MA (400)	BA+90 (500)	BA+90 +MA (600)	BA+135 (700)	BA+135 +MA (800)	BA+155 +MA (900)	PhD/Dr. (906)
11	Base Pay	180.00			$68,708	$71,289	$75,693	$78,270	$78,952	$81,531	$86,683	$89,026
	Contractual Days	5.00			$1,909	$1,980	$2,103	$2,174	$2,193	$2,265	$2,408	$2,473
	Tech Days	4.00			$1,527	$1,584	$1,682	$1,739	$1,754	$1,812	$1,926	$1,978
	Responsibility/Incentive				$10,376	$10,767	$11,432	$11,821	$11,919	$12,309	$13,087	$13,442
	TOTAL	**189.00**			**$82,520**	**$85,620**	**$90,910**	**$94,004**	**$94,818**	**$97,917**	**$104,104**	**$106,919**
12	Base Pay	180.00			$70,781	$73,362	$78,212	$80,789	$81,654	$84,234	$89,385	$91,728
	Contractual Days	5.00			$1,966	$2,038	$2,173	$2,244	$2,268	$2,340	$2,483	$2,548
	Tech Days	4.00			$1,573	$1,630	$1,738	$1,795	$1,815	$1,872	$1,986	$2,038
	Responsibility/Incentive				$10,690	$11,080	$11,815	$12,204	$12,329	$12,719	$13,499	$13,851
	TOTAL	**189.00**			**$85,010**	**$88,110**	**$93,938**	**$97,032**	**$98,066**	**$101,165**	**$107,353**	**$110,165**
13	Base Pay	180.00					$80,729	$83,307	$84,357	$86,935	$92,087	$94,430
	Contractual Days	5.00					$2,242	$2,314	$2,343	$2,415	$2,558	$2,623
	Tech Days	4.00					$1,794	$1,851	$1,875	$1,932	$2,046	$2,098
	Responsibility/Incentive						$12,197	$12,586	$12,740	$13,130	$13,909	$14,262
	TOTAL	**189.00**					**$96,962**	**$100,058**	**$101,315**	**$104,412**	**$110,600**	**$113,413**
14	Base Pay	180.00					$83,248	$85,827	$87,055	$89,635	$94,788	$97,131
	Contractual Days	5.00					$2,312	$2,384	$2,418	$2,490	$2,633	$2,698
	Tech Days	4.00					$1,850	$1,907	$1,935	$1,992	$2,106	$2,158
	Responsibility/Incentive						$12,579	$12,968	$13,150	$13,540	$14,320	$14,673
	TOTAL	**189.00**					**$99,989**	**$103,086**	**$104,558**	**$107,657**	**$113,847**	**$116,660**
15	Base Pay	180.00					$84,824	$87,437	$88,674	$91,288	$96,506	$98,877
	Contractual Days	5.00					$2,356	$2,429	$2,463	$2,536	$2,681	$2,747
	Tech Days	4.00					$1,885	$1,943	$1,971	$2,029	$2,145	$2,197
	Responsibility/Incentive						$12,816	$13,211	$13,394	$13,788	$14,578	$14,936
	TOTAL	**189.00**					**$101,881**	**$105,020**	**$106,502**	**$109,641**	**$115,910**	**$118,757**

Drivers

Base Pay increase	**1.60%**
Contractual Days	**5.00**
Tech Days	**4.00**
Responsibility/Incentive	**1.60%**

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2021-22 Certificated Instructional Staff Salary Schedule

APPENDIX A-3

Step	CBA Item	Lane Days	100 BA	200 BA+22.5	300 BA+45	400 BA+45+MA	500 BA+90	600 BA+90+MA	700 BA+135	800 BA+135+MA	900 BA+155+MA	906 PhD/Dr.
1	Base Pay	180.00	$53,362	$53,447	$53,530	$61,846	$55,547	$64,057	$56,891	$65,400	$66,747	$67,475
	Contractual Days	5.00	$1,482	$1,485	$1,487	$1,718	$1,543	$1,779	$1,580	$1,817	$1,854	$1,874
	Tech Days	4.00	$1,186	$1,188	$1,190	$1,374	$1,234	$1,423	$1,264	$1,453	$1,483	$1,499
	Responsibility/Incentive		$7,150	$7,784	$8,085	$9,361	$8,371	$9,677	$8,562	$9,866	$10,057	$10,162
	TOTAL	**189.00**	**$63,180**	**$63,904**	**$64,292**	**$74,299**	**$66,695**	**$76,936**	**$68,297**	**$78,536**	**$80,141**	**$81,010**
2	Base Pay	180.00	$53,474	$53,676	$54,400	$62,506	$57,691	$64,574	$59,391	$65,977	$67,741	$70,270
	Contractual Days	5.00	$1,485	$1,491	$1,511	$1,736	$1,603	$1,794	$1,650	$1,833	$1,882	$1,952
	Tech Days	4.00	$1,188	$1,193	$1,209	$1,389	$1,282	$1,435	$1,320	$1,466	$1,505	$1,562
	Responsibility/Incentive		$7,740	$8,107	$8,214	$9,457	$8,698	$9,751	$8,942	$9,951	$10,207	$10,587
	TOTAL	**189.00**	**$63,887**	**$64,467**	**$65,334**	**$75,088**	**$69,274**	**$77,554**	**$71,303**	**$79,227**	**$81,335**	**$84,371**
3	Base Pay	180.00	$53,583	$54,079	$56,102	$62,909	$59,862	$64,977	$61,757	$66,411	$70,048	$72,555
	Contractual Days	5.00	$1,488	$1,502	$1,558	$1,747	$1,663	$1,805	$1,715	$1,845	$1,946	$2,015
	Tech Days	4.00	$1,191	$1,202	$1,247	$1,398	$1,330	$1,444	$1,372	$1,476	$1,557	$1,612
	Responsibility/Incentive		$8,092	$8,165	$8,472	$9,515	$9,027	$9,809	$9,303	$10,013	$10,557	$10,936
	TOTAL	**189.00**	**$64,354**	**$64,948**	**$67,379**	**$75,569**	**$71,882**	**$78,035**	**$74,147**	**$79,745**	**$84,108**	**$87,118**
4	Base Pay	180.00	$53,984	$54,482	$57,360	$63,313	$61,557	$65,382	$63,637	$66,816	$71,806	$74,277
	Contractual Days	5.00	$1,500	$1,513	$1,593	$1,759	$1,710	$1,816	$1,768	$1,856	$1,995	$2,063
	Tech Days	4.00	$1,200	$1,211	$1,275	$1,407	$1,368	$1,453	$1,414	$1,485	$1,596	$1,651
	Responsibility/Incentive		$8,148	$8,221	$8,661	$9,571	$9,284	$9,865	$9,587	$10,069	$10,823	$11,197
	TOTAL	**189.00**	**$64,832**	**$65,427**	**$68,889**	**$76,050**	**$73,919**	**$78,516**	**$76,406**	**$80,226**	**$86,220**	**$89,188**
5	Base Pay	180.00	$54,390	$55,560	$58,988	$63,716	$63,632	$66,335	$65,896	$68,599	$74,004	$76,456
	Contractual Days	5.00	$1,511	$1,543	$1,639	$1,770	$1,768	$1,843	$1,830	$1,906	$2,056	$2,124
	Tech Days	4.00	$1,209	$1,235	$1,311	$1,416	$1,414	$1,474	$1,464	$1,524	$1,645	$1,699
	Responsibility/Incentive		$8,206	$8,382	$8,908	$9,629	$9,599	$10,008	$9,931	$10,341	$11,158	$11,528
	TOTAL	**189.00**	**$65,316**	**$66,720**	**$70,846**	**$76,531**	**$76,413**	**$79,660**	**$79,121**	**$82,370**	**$88,863**	**$91,807**
6	Base Pay	180.00	$54,792	$56,653	$60,741	$64,254	$65,690	$68,372	$68,137	$70,818	$76,183	$78,620
	Contractual Days	5.00	$1,522	$1,574	$1,687	$1,785	$1,825	$1,899	$1,893	$1,967	$2,116	$2,184
	Tech Days	4.00	$1,218	$1,259	$1,350	$1,428	$1,460	$1,519	$1,514	$1,574	$1,693	$1,747
	Responsibility/Incentive		$8,263	$8,546	$9,171	$9,705	$9,912	$10,317	$10,273	$10,678	$11,489	$11,857
	TOTAL	**189.00**	**$65,795**	**$68,032**	**$72,949**	**$77,172**	**$78,887**	**$82,107**	**$81,817**	**$85,037**	**$91,481**	**$94,408**
7	Base Pay	180.00			$62,899	$65,581	$68,312	$70,999	$70,947	$73,628	$78,999	$81,435
	Contractual Days	5.00			$1,747	$1,822	$1,898	$1,972	$1,971	$2,045	$2,194	$2,262
	Tech Days	4.00			$1,398	$1,457	$1,518	$1,578	$1,577	$1,636	$1,756	$1,810
	Responsibility/Incentive				$9,498	$9,903	$10,311	$10,715	$10,700	$11,104	$11,916	$12,284
	TOTAL	**189.00**			**$75,542**	**$78,763**	**$82,039**	**$85,264**	**$85,195**	**$88,413**	**$94,865**	**$97,791**
8	Base Pay	180.00			$64,984	$67,671	$70,859	$73,539	$73,685	$76,359	$81,721	$84,158
	Contractual Days	5.00			$1,805	$1,880	$1,968	$2,043	$2,047	$2,121	$2,270	$2,338
	Tech Days	4.00			$1,444	$1,504	$1,575	$1,634	$1,637	$1,697	$1,816	$1,870
	Responsibility/Incentive				$9,813	$10,220	$10,696	$11,101	$11,114	$11,519	$12,331	$12,697
	TOTAL	**189.00**			**$78,046**	**$81,275**	**$85,098**	**$88,317**	**$88,483**	**$91,696**	**$98,138**	**$101,063**
9	Base Pay	180.00			$67,146	$69,827	$73,482	$76,157	$76,491	$79,169	$84,532	$86,966
	Contractual Days	5.00			$1,865	$1,940	$2,041	$2,115	$2,125	$2,199	$2,348	$2,416
	Tech Days	4.00			$1,492	$1,552	$1,633	$1,692	$1,700	$1,759	$1,878	$1,933
	Responsibility/Incentive				$10,140	$10,546	$11,094	$11,498	$11,542	$11,946	$12,758	$13,126
	TOTAL	**189.00**			**$80,643**	**$83,865**	**$88,250**	**$91,462**	**$91,858**	**$95,073**	**$101,516**	**$104,441**

APPENDIX A-3

2021-22 Certificated Instructional Staff Salary Schedule

Step	CBA Item	Lane Days	100 BA	200 BA+22.5	300 BA+45	400 BA+45+MA	500 BA+90	600 BA+90+MA	700 BA+135	800 BA+135+MA	900 BA+155+MA	906 PhD/Dr.
10	Base Pay	180.00			$69,300	$71,984	$76,101	$78,778	$79,303	$81,981	$87,342	$89,778
	Contractual Days	5.00			$1,925	$2,000	$2,114	$2,188	$2,203	$2,277	$2,426	$2,494
	Tech Days	4.00			$1,540	$1,600	$1,691	$1,751	$1,762	$1,822	$1,941	$1,995
	Responsibility/Incentive				$10,466	$10,872	$11,492	$11,897	$11,968	$12,374	$13,185	$13,552
	TOTAL	**189.00**			**$83,231**	**$86,456**	**$91,398**	**$94,614**	**$95,236**	**$98,454**	**$104,894**	**$107,819**
11	Base Pay	180.00			$71,456	$74,141	$78,721	$81,401	$82,110	$84,792	$90,150	$92,587
	Contractual Days	5.00			$1,985	$2,059	$2,187	$2,261	$2,281	$2,355	$2,504	$2,572
	Tech Days	4.00			$1,588	$1,648	$1,749	$1,809	$1,825	$1,884	$2,003	$2,057
	Responsibility/Incentive				$10,791	$11,198	$11,889	$12,294	$12,396	$12,801	$13,610	$13,980
	TOTAL	**189.00**			**$85,820**	**$89,046**	**$94,546**	**$97,765**	**$98,612**	**$101,832**	**$108,267**	**$111,196**
12	Base Pay	180.00			$73,612	$76,296	$81,340	$84,021	$84,920	$87,603	$92,960	$95,397
	Contractual Days	5.00			$2,045	$2,119	$2,259	$2,334	$2,359	$2,433	$2,582	$2,650
	Tech Days	4.00			$1,636	$1,695	$1,808	$1,867	$1,887	$1,947	$2,066	$2,120
	Responsibility/Incentive				$11,118	$11,523	$12,288	$12,692	$12,822	$13,228	$14,039	$14,405
	TOTAL	**189.00**			**$88,411**	**$91,633**	**$97,695**	**$100,914**	**$101,988**	**$105,211**	**$111,647**	**$114,572**
13	Base Pay	180.00					$83,958	$86,639	$87,731	$90,412	$95,770	$98,207
	Contractual Days	5.00					$2,332	$2,407	$2,437	$2,511	$2,660	$2,728
	Tech Days	4.00					$1,866	$1,925	$1,950	$2,009	$2,128	$2,182
	Responsibility/Incentive						$12,685	$13,089	$13,250	$13,655	$14,465	$14,832
	TOTAL	**189.00**					**$100,841**	**$104,060**	**$105,368**	**$108,587**	**$115,023**	**$117,949**
14	Base Pay	180.00					$86,578	$89,260	$90,537	$93,220	$98,580	$101,016
	Contractual Days	5.00					$2,405	$2,479	$2,515	$2,589	$2,738	$2,806
	Tech Days	4.00					$1,924	$1,984	$2,012	$2,072	$2,191	$2,245
	Responsibility/Incentive						$13,082	$13,487	$13,676	$14,082	$14,893	$15,260
	TOTAL	**189.00**					**$103,989**	**$107,210**	**$108,740**	**$111,963**	**$118,402**	**$121,327**
15	Base Pay	180.00					$88,217	$90,934	$92,221	$94,940	$100,366	$102,832
	Contractual Days	5.00					$2,450	$2,526	$2,562	$2,637	$2,788	$2,856
	Tech Days	4.00					$1,960	$2,021	$2,049	$2,110	$2,230	$2,285
	Responsibility/Incentive						$13,329	$13,739	$13,930	$14,340	$15,161	$15,533
	TOTAL	**189.00**					**$105,956**	**$109,220**	**$110,762**	**$114,027**	**$120,545**	**$123,506**

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APPENDIX B-1

2019-2020 COMBINED SUBSTITUTE SALARY SCHEDULE

CERTIFICATED

CERTIFICATED SUBSTITUTES - TEACHING

Salary Schedule	Grade	Days Worked	Hours Worked	Hourly Rate	Daily Rate
CH1	1	0.5 - 29.9	Up to 209.9 hours worked	$31.49	$220.43
CH1	2	30 - 59.9 days	At least 210 hours worked	$32.92	$230.44
CH1	3	60.0 - 89.9 days	At least 420 hours worked	$34.37	$240.59
CH1	4	90 or more	At least 630 hours worked	$36.58	$256.06
CH1	5	Senior Subs	Senior Subs	$38.01	$266.06

CERTIFICATED SUBSTITUTES - NURSES

Salary Schedule	Grade	Position	Hourly Rate	Daily Rate
CH5	1	Certificated Substitute Nurse	$46.85	$327.95

CLASSIFIED

PARAPROFESSIONAL SUBSTITUTES

Salary Schedule	Position	Days Worked		Hourly Rate	Daily Rate
SU1		1-59 Days	$X	$24.76	$173.32
SU1		60-90 Days	$X*1.05	$25.99	$181.93
SU1		91-120 Days	$X*1.10	$27.23	$190.61
SU1		121+ Days	$X*1.15	$28.47	$199.29
SU1		Senior Subs	Senior Subs	$29.90	$209.29

CLERICAL SUBSTITUTES

Salary Schedule	Position	Days Worked		Hourly Rate	Daily Rate
SU2		1-59 Days	$X	$21.69	$173.52
SU2		60-90 Days	$X*1.05	$22.77	$182.16
SU2		91-120 Days	$X*1.10	$23.86	$190.88
SU2		121+ Days	$X*1.15	$24.95	$199.60
SU2		Senior Subs	Senior Subs	$26.20	$209.60

CLASSIFIED SUBSTITUTES - NURSES

Salary Schedule	Position	Hourly Rate	Daily Rate
SU3	Classified Nurse Substitutes	$32.80	$262.40

Note: Senior Subs receive an additional $10/day (added to daily rate)

2019-2020 rates effective 9/1/2019 with a 5% contractual increase

2020-21 Combined Substitute Salary Schedule

CERTIFICATED

CERTIFICATED SUBSTITUTES - TEACHING

Salary Schedule	Grade	Days Worked	Hours Worked	Hourly Rate	Daily Rate
CH1	1	0.5 - 29.9	Up to 209.9 hours worked	$31.99	$223.93
CH1	2	30 - 59.9 days	At least 210 hours worked	$33.45	$234.15
CH1	3	60.0 - 89.9 days	At least 420 hours worked	$34.92	$244.44
CH1	4	90 or more	At least 630 hours worked	$37.17	$260.19
CH1	5	Senior Subs	Senior Subs	$38.60	$270.19

CERTIFICATED SUBSTITUTES - NURSES

Salary Schedule	Grade	Position	Hourly Rate	Daily Rate
CH5	1	Certificated Substitute Nurse	$47.60	$333.20

CLASSIFIED

PARAPROFESSIONAL SUBSTITUTES

Salary Schedule	Position	Days Worked		Hourly Rate	Daily Rate
SU1		1-59 Days	$X	$25.16	$176.12
SU1		60-90 Days	$X*1.05	$26.41	$184.87
SU1		91-120 Days	$X*1.10	$27.67	$193.69
SU1		121+ Days	$X*1.15	$28.93	$202.51
SU1		Senior Subs	Senior Subs	$30.36	$212.51

CLERICAL SUBSTITUTES

Salary Schedule	Position	Days Worked		Hourly Rate	Daily Rate
SU2		1-59 Days	$X	$22.04	$176.32
SU2		60-90 Days	$X*1.05	$23.13	$185.04
SU2		91-120 Days	$X*1.10	$24.24	$193.92
SU2		121+ Days	$X*1.15	$25.35	$202.80
SU2		Senior Subs	Senior Subs	$26.60	$212.80

CLASSIFIED SUBSTITUTES - NURSES

Salary Schedule	Position	Hourly Rate	Daily Rate
SU3	Classified Nurse Substitutes	$33.32	$266.56

Note: Senior Subs receive an additional $10/day (added to daily rate)

2020-2021 rates effective 9/1/2020 with a 1.6% increase

2021-22 Combined Substitute Salary Schedule

CERTIFICATED

CERTIFICATED SUBSTITUTES - TEACHING

Salary Schedule	Grade	Days Worked	Hours Worked	Hourly Rate	Daily Rate
CH1	1	0.5 - 29.5	Below 240 hours worked	$33.27	$232.89
CH1	2	30 - 59.9 days	At least 240 hours worked	$34.79	$243.53
CH1	3	60.0 - 89.9 days	At least 240 hours worked	$36.32	$254.24
CH1	4	90 or more	At least 240 hours worked	$38.66	$270.62
CH1	5	Senior Subs	Senior Subs	$40.09	$280.62

CERTIFICATED SUBSTITUTES - NURSES

Salary Schedule	Grade	Position	Hourly Rate	Daily Rate
CH5	1	Certificated Substitute Nurse	$49.50	$346.50

CLASSIFIED

PARAPROFESSIONAL SUBSTITUTES

Salary Schedule	Position	Days Worked		Hourly Rate	Daily Rate
SU1		1-59 Days	$X	$26.42	$184.94
SU1		60-90 Days	$X*1.05	$27.73	$194.11
SU1		91-120 Days	$X*1.10	$29.05	$203.35
SU1		121+ Days	$X*1.15	$30.38	$212.66
SU1		Senior Subs	Senior Subs	$31.81	$222.66

CLERICAL SUBSTITUTES

Salary Schedule	Position	Days Worked		Hourly Rate	Daily Rate
SU2		1-59 Days	$X	$23.14	$185.12
SU2		60-90 Days	$X*1.05	$24.29	$194.32
SU2		91-120 Days	$X*1.10	$25.45	$203.60
SU2		121+ Days	$X*1.15	$26.62	$212.96
SU2		Senior Subs	Senior Subs	$31.85	$222.96

CLASSIFIED SUBSTITUTES - NURSES

Salary Schedule	Position	Hourly Rate	Daily Rate
SU3	Classified Nurse Substitutes	$34.99	$279.92

2021-2022 rates effective 9/1/2021 with a 4% certificated and 5% classified contractual increase

SEATTLE PUBLIC SCHOOLS

CERTIFICATED NON-SUPERVISORY STAFF
EXTRA-TIME HOURLY RATES
2019-20

Semi-Independent Activities - An employee instructing an in-service class; or designing and writing new curriculum; or serving as the assigned chairperson of a curriculum-type committee or project.	$37.21/Hr.
Guided Activities - An employee serving as a member of a curriculum revision committee; or instructional materials development committee; or attendance by certificated employees at certain voluntary in-service activities, including a coach's clinic.	$27.60/Hr.
Required Activities - Required attendance by certificated employees for activities initiated and established by the administration or required at the building level.	$38.69/Hr.

See Combined Substitute Schedule for Sub Reimbursement Rates

Effective 9/1/2019

SEATTLE PUBLIC SCHOOLS

CERTIFICATED NON-SUPERVISORY STAFF
EXTRA-TIME HOURLY RATES
2020-21

Semi-Independent Activities - An employee instructing an in-service class; or designing and writing new curriculum; or serving as the assigned chairperson of a curriculum-type committee or project.	$37.21/Hr.
Guided Activities - An employee serving as a member of a curriculum revision committee; or instructional materials development committee; or attendance by certificated employees at certain voluntary in-service activities, including a coach's clinic.	$27.60/Hr.
Required Activities - Required attendance by certificated employees for activities initiated and established by the administration or required at the building level.	$38.69/Hr.

See Combined Substitute Schedule for Sub Reimbursement Rates

Effective 9/1/2020

SEATTLE PUBLIC SCHOOLS

CERTIFICATED NON-SUPERVISORY STAFF
EXTRA-TIME HOURLY RATES
2021-22

Semi-Independent Activities - An employee instructing an in-service class; or designing and writing new curriculum; or serving as the assigned chairperson of a curriculum-type committee or project.	$37.21/Hr.
Guided Activities - An employee serving as a member of a curriculum revision committee; or instructional materials development committee; or attendance by certificated employees at certain voluntary in-service activities, including a coach's clinic.	$27.60/Hr.
Required Activities - Required attendance by certificated employees for activities initiated and established by the administration or required at the building level.	$38.69/Hr.

See Combined Substitute Schedule for Sub Reimbursement Rates

Effective 9/1/2021

CERTIFICATED CONTRACT

Date: «Issue_Date»

Dear Certificated Employee:

Attached is your certificated contract for the «School_Year» school year. It is your responsibility to review, print, sign, and return your employee contract to the Human Resources office, hr@seattleschools.org, no later than **14 calendar days of date of issuance**.

1. Please open, print, and sign your certificated employee contract where your signature is required. Make a copy for your records and return your signed contract to Human Resources: scan and email to hr@seattleschools.org.

2. For the 2019-20 school year, your signed Certificated Nonsupervisory Employee Contract-Continuing must be signed and returned. The contract for (A) Professional Development and Decision Making, and Responsibility & Incentive Pay AND (B) Certificated Nonsupervisory Special & Supplemental Assignments - Supplemental Contract are 1-year contracts issued by Seattle School District No. 1 and are not signed and returned.

3. If you believe that your contract is incorrect, **still sign and return your contract** acknowledging your acceptance to return for the «School_Year» school year.

Request for Contract Review:

Please attach a letter to your signed contract, to explain the discrepancy.

Your contract will then be reviewed by Human Resources and a new contract issued, or you will be contacted by a Human Resources representative, if there are any questions.

If you have any problems opening your PDF contract attachment, please contact the Techline at x20333. For all other questions, email Human Resources at: hr@seattleschools.org.

Thank you,
Human Resources Office

SEATTLE PUBLIC SCHOOLS

Certificated Nonsupervisory Employee Contract - Continuing

Date: «Issue_Date»

It is hereby agreed by and between the Board of Directors of the Seattle School District No. 1, hereinafter referred to as the "District," and **«Last_Name», «First_Name», «Middle_Initial»,** EmplD: **«Employee»** PerNo: **«Pernr»**, hereinafter referred to as the "Certificated Employee," that, pursuant to Article IV Section A of the Collective Bargaining Agreement (CBA) between the District and the Seattle Education Association, said Certificated Employee shall be employed by the District for the **«School_Year»** school year consisting of not less than 180 days of actual teaching and/or other duty and such additional days as may be included in the CBA or the calendar adopted by the Board of Directors subject to Board declared emergencies as provided by Washington Law or Washington Administrative Code regulation. The effective date of this contract is **«Effective_Date».**

Salary shall be at an annual rate encoded as FTE **«FTE»** on **Certificated Non-Supervisory - «Pay_Scale_Group»/«Pay_Scale_Level»** of the applicable salary schedule. **The salary shown is subject to the verification of official transcripts and records of previous experience.**

It is also agreed that employment under this contract shall be subject to the statutes governing the public schools of the State of Washington, and to all policies, rules, regulations and procedures of the District and State Board of Education, including the following specific provisions:

1. A regular Washington teacher's certificate and/or appropriate Educational Staff Associate Certificate for the entire period of this contract shall be registered with the District in advance of any service rendered.
2. Each Certificated Employee shall receive compensation and employee benefits from and shall be subject to terms of the applicable contract bargained in conformity with RCW 41.59 or as otherwise provided by Washington State Law.
3. The terms and conditions of this contract shall be prorated if the assignment is designed to cover a period of less than a school year or less than full time.
4. In the event the Certificated Employee resigns or vacates the position prior to completing the term of service under this contract without the consent of the Superintendent, the Certificated Employee shall be subject to notification of the State Superintendent of Public Instruction under the terms of RCW 28A.410.090.

The District reserves the right to void, cancel, rescind and/or nullify this contract if it discovers that this contract was issued or offered to the Certificated Employee in error on account of fraud or mistake or duress, failure to maintain current certification, or any other reason allowed by law.

For new hires, this contract is a contingent offer of employment subject to the District conducting background checks, obtaining fingerprint clearance, verifying all materials and credentials contained in the Certificated Employee's application, and obtaining Board of Director approval for the Certificated Employee's hire. The District may withdraw its offer and this contract if the background checks, fingerprint clearance, and application verification are not satisfactory at the sole discretion of the District.

By signing this contract, the Certificated Employee and the Board of Directors of the District agree to its terms. The Certificated Employee must return one signed copy of this contract to the Human Resources Department within fourteen (14) calendar days of date of issuance. After the Certificated Employee signs and returns their first "Certificated Nonsupervisory Employee Contract-Continuing", the Certificated Employee and District agree that in subsequent school years', an eligible Certificated Employee will be sent a continuing contract by email, and that such contract is deemed accepted by the Certificated Employee whether it is returned to the District or not, by June 30th, unless the Certificated Employee resigns in writing at any time prior to June 30th.

In Witness, whereof, we have hereunto subscribed our names this _____day of _____, ___.

Denise Juneau _____ _____

BOARD SECRETARY EMPLOYEE

Contract for Professional Development and Decision Making, and Responsibility & Incentive Pay

«Issue_Date»

It is hereby agreed that «Last_Name», «First_Name» «Middle_Initial» (EMPLOYEE NAME) «Employee» (EMPLOYEE ID)

shall perform all contractual professional development duties (Article II, Section B) and all responsibility and incentive duties (Article IV, Section D) for the Seattle School District No. 1 ("District"), as contained in the District/SEA Collective Bargaining Agreement ("CBA") during the school year. This includes working on the designated professional development and decision making days above the 180-day work year as specified in the District/SEA CBA. Compensation shall be made as indicated below in conformance with District supplemental compensation practice:

Supplemental Assignment: **TRI – 650**

Department:	«Department»	**FTE:**	«FTE»
School Year:	«School_Year»	**Salary Grade/Step:**	Certificated Non-Supervisory - «Pay_Scale_Group»/«Pay_Scale_Level»

Effective Date: «Effective_Date»

The terms and conditions of this contract shall be prorated based on the current assignment's full-time equivalency.

Each employee is responsible for maintaining a personal record of work in case the state auditor requests verification of having met the responsibility and incentive duties. This record is not submitted to the District.

This is a one-year, non-continuing contract in accordance with RCW 28A.405.

The District reserves the right to void, cancel, rescind and/or nullify this contract if it discovers that this contract was issued or offered to the Employee in error or on account of fraud or mistake or duress or any other reason allowed by law.

The Employee agrees to these terms and conditions, unless a written objection is sent by the Employee and is received by the Human Resources Department (hr@seattleschools.org) before August 26, 2019.

This contract is issued under the authority of the District School Board.
Dated: «Issue_Date»

Denise Juneau

BOARD SECRETARY

Date: «Issue_Date»

Certificated Non-Supervisory Special & Supplemental Assignments - Supplemental Contract

(Extra Days and Additional Services)
(Not for Athletic Activities)

EMPLOYEE: **«Last_Name», «First_Name» «Middle_Initial» - («Employee»)**

Pursuant to RCW 28A.400.200(4), Seattle School District No. 1 ("District") and the employee whose name appears above ("Employee") agree that the Employee shall be authorized to, in addition to the duties and services under the Employee's Certificated Nonsupervisory Employee Contract-Continuing and the contract for Professional Development/Decision Making, and Responsibility & Incentive Pay Contracts, perform the following assigned additional days and duties for the District and during the **«School_Year»** fiscal year, including but not limited to the following:

Pursuant to Article IV, Section G.9.f, middle and secondary school Employees may be assigned additional hours or days at the per diem rate of pay.

Pursuant to Article IV, Section G.9.g, Employee shall be eligible to perform additional hours or days of service at Employee's per diem rate of pay as assigned by the District.

Pursuant to Article IX, Section G.4 and 5 of the CBA between the District and SEA, Employee may be reimbursed for additional duties performed when a substitute is unavailable and class coverage is required, depending on the building's reimbursement plan.

Pursuant to Article IX, Sections K.4 and M.7 of the CBA between the District and SEA, FTE secondary counselors and FTE librarians shall perform additional hours or days of service at Employee's per diem rate of pay. Pursuant to Article IX, Section O.8 and Appendix G, nurses may be assigned additional days at the per diem rate prior to the start of the school year.

Pursuant to Appendix D of the CBA between the District and SEA, Employee shall be eligible to receive the agreed upon Extra-Time Hourly Rates of pay appropriate to extra-hourly work performed.

Pursuant to Appendix E of the CBA between the District and SEA, Employee shall be eligible to receive the agreed upon rate of pay for the performance of the assigned duties enumerated in that Appendix.

The District reserves the right to void, cancel, rescind and/or nullify this contract if it discovers that this contract was issued or offered to the Employee in error or on account of fraud or mistake or duress or any other reason allowed by law.

Pursuant to the provisions of RCW28A.405.240, this contract is not subject to the continuing contract provisions of Title 28A RCW, and is not for provision of services that are part of the District's basic education program, and shall automatically terminate at the end of the school year identified above, subject to the provisions of Article IV, Section E.5 of the CBA between the District and SEA.

The Employee agrees to these terms and conditions, unless a written objection is sent by the Employee and is received by the Human Resources Department (hr@seattleschools.org) before August 26, 2019.

This contract is issued under the authority of the District School Board.
Dated: «Issue_Date»

Denise Juneau

BOARD SECRETARY

APPENDIX E
2019-2020 & 2020-2021 CERTIFICATED STIPEND SALARY SCHEDULE

Athletic Coaches	
INTRAMURALS ELEM	$2,414.75
INTRAMURALS SEC	$2,540.31
CURRICULAR (DISCRETIONARY) (Certificated)	
BUILDING LEADERSHIP TEAM	$3,810.27
DEPT HEAD I: 30 or more classes or 7 or more FTE's	$3,657.82
DEPT HEAD II: 16-29 classes or 4-6 FTE's	$3,060.63
DEPT HEAD III: 6-15 classes or 2-3 FTE's	$2,626.29
DEPT HEAD IV: 1-5 classes or 0.2-1 FTE	$1,706.76
Note: The Ell Dept. Head stipend amount is based on the # of adults (Classified & Certificated) working in the ELL Program at the School, not FTE.	
ELEM CURRICULUM	$1,928.49
ELEM INSTRUCTION	$1,928.49
ELEM MUSIC (CHORAL)	$1,124.27
INSTRUCTIONAL LIAISON	$1,928.49
SUBJ MATT SPEC I	$2,178.41
SUBJ MATT SPEC II	$1,752.00
SUBJ MATT SPEC III	$1,483.93
SUBJ MATT SPEC IV	$1,374.23
TEAM LEADER I: 7 or more FTE's	$3,657.82
TEAM LEADER II: 4-6 FTE's	$3,060.63
TEAM LEADER III: 2-3 FTE's	$2,626.29
TEAM LEADER IV: 0.2-1 FTE	$1,706.76
Educational Tech Leader I (Elem Level)	$1,928.49
Educational Tech Leader I (Sec Level)	$2,178.41
Chemical Hygiene Officer I	$1,471.50
Chemical Hygiene Officer II	$1,226.06
Chemical Hygiene Officer III	$919.55
Teacher Advisory Council	$1,083.39
Teen Truancy Board Advisor	$2,166.76
CURRICULAR (associated with a job code)	
HEAD COUNSELOR	$3,254.06
SVCS CONSULT I (**Headstart & Interagency are currently using this stipend**)	$1,706.76
SVCS CONSULT II (**Headstart & Interagency are currently using this stipend**)	$3,657.82
SVCS CONSULT III (**Headstart & Interagency are currently using this stipend**)	$5,495.78
Counselor	
Counselor Special Assignment	$3,254.06
Head Teacher/House Administrator/Dean of Students	
Dean of Students	$3,657.82
Head Teacher I	$3,657.82
House Administrator	$3,657.82
Teacher-Science/Resource	$3,657.82
District Assessment Coordinator-Student Data Platforms	$3,657.82
District Assessment Coordinator	$3,657.82

APPENDIX E

CAREER LADDER POSITIONS (ARTICLE IV, Cert CBA)	
Building-based Career Ladder Positions	
Content Demonstration Teacher	$3,257.25
Teacher Leadership Cadre (formerly CLT)	$3,257.25
Educator Leadership Cadre (ESAs)	$3,257.25
** no more than two employees can share a CL stipend per building*	
*** includes SpEd positions of OT/PT, Psychologist, Speech Language Pathologist, and ESAs as eligible for CL stipends*	
Academic Coaches	
School-Based Prof Dev School Coach	$1,928.49
Professional Learning Communities Coach	$1,928.49
Consulting Teachers	
Student Support Svc-Consulting Teacher	$6,621.16
Student Support Svc-Consulting Teacher-SED	$6,621.16
School Improvement Consulting Teacher	$6,621.16
International Educ Consulting Teacher	$6,621.16
Instructional Support Resources Teacher	$6,621.16
Instructional Technology Support/Resource Teacher	$6,621.16
Curriculum Specialists	
Curriculum Specialist	$6,621.16
Early Childhood Literacy Specialist	$6,621.16
School to Work Specialist	$6,621.16
SPED Program Specialists	
SPED Early Childhood Specialist	$6,626.14
SPED Private Schools Program Specialist	$6,626.14
SPED Program Specialist	$6,626.14
Advanced Learning Program Specialist	$6,626.14
Career Ladder/Professional Development	
Evaluation Support Consulting Teacher	$7,463.82
STAR Mentor Teacher	$7,463.82
Career Ladder Program Coordinator	$7,463.82
TPEP-Teacher Prof Development Specialist	$7,463.82
Instructional Services Academic Coaches	
Instructional Services School Coach (ELL, C&I, Bilingual)	$6,621.16
Instructional Services Music Coach	$6,621.16
Early Learning Professional Dev School Coach	$6,621.16
Inst. Svc. School Coach (C&I)	$6,621.16
Instr Serv Bilingual School Coach	$6,621.16
Instruction Services PE Coach	$6,621.16
Other Curriculum/Program Coordinators	
Native American Education Intervention Coordinator	$6,621.16
Activity Coordinator	$6,621.16
Coordinator, College & Career Readiness	$6,621.16
Assessment Development Specialist	$7,463.86
School Nurse Coordinator	$7,463.82
PAR/PGES Coordinator	$7,463.82
Naviance Lead	$4,509.65
Advisory Lead	$4,509.65
Racial Equity Stipends	
Racial Equity Team	$3,810.27
Partner of Race & Equity	$2,525.00
Program Stipends - one time annual payment	
Ethnic Studies Curriculum Stipend	$1,483.93

PAR Panel Member	$3,535.00
PROFESSIONAL CERTIFICATION	
Professional Certificates (ESA)	$1,500.00
National Standards Certificate Bonus	$5,505.00
Challenging High-Poverty Schools Bonus	$5,000.00
EXTRA CURRICULAR (Discretionary)	
ANNUAL	$2,496.46
BUILDING COORDINATOR ATHLETICS	$1,835.25
DEBATE	$1,390.06
ELEM RECREATIONAL	$1,859.90
NEWSPAPER	$2,496.46
SAFETY PATROL	$1,322.32
SR CLASS ADVISOR	$1,496.27
STOCKROOM	$2,365.26
BAND	
CHORAL	Secondary Schools with over 1500 students = total of $10,976.44/yr; less than 1500 students = $7,004.74/yr
DRAMA	
ORCHESTRA	
Effective 9/1/19; rates updated with 1% negotiated increase for 2019-20	
ARTICLE IV: PROVISIONS FOR COMPENSATION AND WORK HOURS	
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 the employee 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.	

Other stipends, individual-based:

Early Resignation Incentive
Hard to Fill Bonus (Special Education)
Equity Team (per diem rate)
Seattle Teacher Residency (STR) Mentor

Summary of Additional Days Assignments and Substitute Days:

Some special assignments involve additional days beyond contracted service. Such days are compensated at the daily per diem rate of contract salary for additional days served. (Article IV, Section G.9.g.)
Per Diem Days: Each Secondary and Middle School shall be allotted twenty-five (25 days (Article IV, Section G.9.f.)
Each Secondary School shall be allotted five (5) days for each full-time equivalent Counselor at per diem pay (Article IX, Section K.3)
Each Librarian shall be provided with five (5) days at per diem pay per school (Article IX, Section M.7)
Data Processing Days: 180 day pool for use by Middle and Secondary Schools.

School Nurses are allocated a pool equivalent to five per diem days per site. (Article IX, Section O.11)
Substitute Days: Secondary and Middle Schools shall have available substitute days for the purpose of releasing department heads, team leaders and other employees on the basis of one (1) day for every three (3) non-supervisory certificated employee. (Article IV, Section G.9.h)

APPENDIX E

2021-2022 CERTIFICATED STIPEND SALARY SCHEDULE

Athletic Coaches	
INTRAMURALS ELEM	$2,438.90
INTRAMURALS SEC	$2,565.71
CURRICULAR (DISCRETIONARY) (Certificated)	
BUILDING LEADERSHIP TEAM	$3,848.37
DEPT HEAD I: 30 or more classes or 7 or more FTE's	$3,694.40
DEPT HEAD II: 16-29 classes or 4-6 FTE's	$3,091.24
DEPT HEAD III: 6-15 classes or 2-3 FTE's	$2,652.55
DEPT HEAD IV: 1-5 classes or 0.2-1 FTE	$1,723.83
Note: The Ell Dept. Head stipend amount is based on the # of adults (Classified & Certificated) working in the ELL Program at the School, not FTE.	
ELEM CURRICULUM	$1,947.77
ELEM INSTRUCTION	$1,947.77
ELEM MUSIC (CHORAL)	$1,135.51
INSTRUCTIONAL LIAISON	$1,947.77
SUBJ MATT SPEC I	$2,200.19
SUBJ MATT SPEC II	$1,769.52
SUBJ MATT SPEC III	$1,498.77
SUBJ MATT SPEC IV	$1,387.97
TEAM LEADER I: 7 or more FTE's	$3,694.40
TEAM LEADER II: 4-6 FTE's	$3,091.24
TEAM LEADER III: 2-3 FTE's	$2,652.55
TEAM LEADER IV: 0.2-1 FTE	$1,723.83
Educational Tech Leader I (Elem Level)	$1,947.77
Educational Tech Leader I (Sec Level)	$2,200.19
Chemical Hygiene Officer I	$1,486.22
Chemical Hygiene Officer II	$1,238.32
Chemical Hygiene Officer III	$928.75
Teacher Advisory Council	$1,094.22
Teen Truancy Board Advisor	$2,188.43
CURRICULAR (associated with a job code)	
HEAD COUNSELOR	$3,286.60
SVCS CONSULT I (**Headstart & Interagency are currently using this stipend**)	$1,723.83
SVCS CONSULT II	$3,694.40
SVCS CONSULT III	$5,550.74
Counselor	
Counselor Special Assignment	$3,286.60
Head Teacher/House Administrator/Dean of Students	
Dean of Students	$3,694.40
Head Teacher I	$3,694.40
House Administrator	$3,694.40
Teacher-Science/Resource	$3,694.40
District Assessment Coordinator-Student Data Platforms	$3,694.40
District Assessment Coordinator	$3,694.40

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School-Based Prof Dev School Coach	$1,947.77
Professional Learning Communities Coach	$1,947.77
Consulting Teachers	
Student Support Svc-Consulting Teacher	$6,687.37
Student Support Svc-Consulting Teacher-SED	$6,687.37
School Improvement Consulting Teacher	$6,687.37
International Educ Consulting Teacher	$6,687.37
Instructional Support Resources Teacher	$6,687.37
Instructional Technology Support/Resource Teacher	$6,687.37
Curriculum Specialists	
Curriculum Specialist	$6,687.37
Early Childhood Literacy Specialist	$6,687.37
School to Work Specialist	$6,687.37
SPED Program Specialists	
SPED Early Childhood Specialist	$6,692.40
SPED Private Schools Program Specialist	$6,692.40
SPED Program Specialist	$6,692.40
Advanced Learning Program Specialist	$6,692.40
Career Ladder/Professional Development	
Evaluation Support Consulting Teacher	$7,538.46
STAR Mentor Teacher	$7,538.46
Career Ladder Program Coordinator	$7,538.46
TPEP-Teacher Prof Development Specialist	$7,538.46
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Instructional Services Music Coach	$6,687.37
Early Learning Professional Dev School Coach	$6,687.37
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Activity Coordinator	$6,687.37
Coordinator, College & Career Readiness	$6,687.37
Assessment Development Specialist	$7,538.50
School Nurse Coordinator	$7,538.46
PAR/PGES Coordinator	$7,538.46
Naviance Lead	$4,554.75
Advisory Lead	$4,554.75
Racial Equity Stipends	
Racial Equity Team	$3,848.37
Partner of Race & Equity	$2,550.25
Program Stipends - one time annual payment	

Ethnic Studies Curriculum Stipend	$1,498.77
PAR Panel Member	$3,570.35
PROFESSIONAL CERTIFICATION	
Professional Certificates (ESA)	TBD
National Standards Certificate Bonus	TBD
Challenging High-Poverty Schools Bonus	TBD
EXTRA CURRICULAR (Discretionary)	
ANNUAL	$2,521.42
BUILDING COORDINATOR ATHLETICS	$1,853.60
DEBATE	$1,403.96
ELEM RECREATIONAL	$1,878.50
NEWSPAPER	$2,521.42
SAFETY PATROL	$1,335.54
SR CLASS ADVISOR	$1,511.23
STOCKROOM	$2,388.91
BAND	
CHORAL	
DRAMA	
ORCHESTRA	
Effective 9/1/21; rates updated with 1% negotiated increase for 2021-22	

Secondary Schools with over 1500 students = total of $10,867.76/yr; less than 1500 students = $6,935.39/yr

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School Year Calendar 2019-20
180 Day, Certificated Non-Supervisory (SAP Calendar U1)
(contract 180 days, TRI 5 days)

Mon	Tue	Wed	Thu	Fri	Contract Days/ TRI Days	Mon	Tue	Wed	Thu	Fri	Contract Days/ TRI Days
July				**2019**		**January**				**2020**	
1	2	3	4	5	0						18 C
8	9	10	11	12				#1	[2]	[3]	
15	16	17	18	19		6	7	8	9	10	
22	23	24	25	26		13	14	15	16	17	
29	30	31				#20	21	22	23	24	
						27	28	>29	30	31	
August				**2019**		**February**				**2020**	
			1	2	0 C 3 T	3	4	5	6	7	15 C
5	6	7	8	9		10	11	12	13	14	
12	13	14	15	16		#17	[18]	[19]	[20]	[21]	
19	20	21	22	23		24	25	26	27	28	
26	Tb27	Tb28	Td29	30							
September				**2019**		**March**				**2020**	
#2	Tb3	S4	5	6	19 C 1 T	2	3	4	5	6	22 C
9	10	11	12	13		9	10	11	12	13	
16	17	18	19	20		16	17	18	19	20	
23	24	25	26	27		23	24	25	26	27	
30						30	31				
October				**2019**		**April**				**2020**	
	1	2	3	4	22 C 1 T			1	2	3	17 C
7	8	9	10	Tb11		6	7	8	9	10	
14	15	16	17	18		[13]	[14]	[15]	[16]	[17]	
21	22	23	24	25		20	21	22	23	24	
28	29	30	31			27	28	29	30		
November				**2019**		**May**				**2020**	
				1	18 C					1	20 C
4	5	6	7	8		4	5	6	7	8	
#11	12	13	14	15		11	12	13	14	15	
18	19	20	21	22		18	19	20	21	22	
25	26	27	#28	#29		#25	26	27	28	29	
December				**2019**		**June**				**2020**	
2	3	4	5	6	15 C	1	2	3	4	5	14 C
9	10	11	12	13		8	9	10	11	12	
16	17	18	19	20		15	16	17	S18	19	
[23]	#24	#25	[26]	[27]		22	23	24	25	26	
[30]	#31					29	30				
						July				**2020**	
								1	2	3	0
						6	7	8	9	10	
						13	14	15	16	17	
						20	21	22	23	24	
						27	28	29	30	31	
						August				**2020**	
						3	4	5	6	7	0
						10	11	12	13	14	
						17	18	19	20	21	
						24	25	26	27	28	
						31					

Day Calendar Begins 9/4/2019 & Ends 6/18/2020
= Holidays – Not Paid
[ ] = Vacation Days – Not Paid
> = Non Work Day – Not Paid
T = District TRI day – Paid under TRI contract
(d = District Directed; b = Building Directed)
S = Students Begin 9/4/2019 & End 6/18/2020
9/1 frontloaded 8 sick and 4 personal days, 4 unused personal days convert to sick leave

School Year Calendar 2020-21
180 Day, Certificated Non-Supervisory (SAP Calendar U1)
(contract 180 days, TRI 5 days)
**This calendar is subject to any unforeseen changes due to COVID-19

Mon	Tue	Wed	Thu	Fri	Contract Days/ TRI Days	Mon	Tue	Wed	Thu	Fri	Contract Days/ TRI Days
July				**2020**		**January**				**2021**	
		1	2	3						#1	
6	7	8	9	10		4	5	6	7	8	18 C
13	14	15	16	17	0	11	12	13	14	15	
20	21	22	23	24		#18	19	20	21	22	
27	28	29	30	31		25	26	27	>28	29	
August				**2020**		**February**				**2021**	
3	4	5	6	7		1	2	3	4	5	
10	11	12	13	14	0 C	8	9	10	11	12	15 C
17	18	19	20	21	3 T	#15	[16]	[17]	[18]	[19]	
24	25	26	Tb27	Td28		22	23	24	25	26	
Tb31											
September				**2020**		**March**				**2021**	
	Tb1	S2	3	4		1	2	3	4	5	
#7	8	9	10	11	20 C	8	9	10	11	12	23 C
14	15	16	17	18	1 T	15	16	17	18	19	
21	22	23	24	25		22	23	24	25	26	
28	29	30				29	30	31			
October				**2020**		**April**				**2021**	
			1	2					1	2	
5	6	7	8	Tb9	21 C	5	6	7	8	9	17 C
12	13	14	15	16	1 T	[12]	[13]	[14]	[15]	[16]	
19	20	21	22	23		19	20	21	22	23	
26	27	28	29	30		26	27	28	29	30	
November				**2020**		**May**				**2021**	
2	3	4	5	6		3	4	5	6	7	
9	10	#11	12	13	18 C	10	11	12	13	14	20 C
16	17	18	19	20		17	18	19	20	21	
23	24	25	#26	#27		24	25	26	27	28	
30						#31					
December				**2020**		**June**				**2021**	
	1	2	3	4			1	2	3	4	
7	8	9	10	11	14 C	7	8	9	10	11	14 C
14	15	16	17	18		14	15	16	17	S18	
[21]	[22]	[23]	#24	#25		21	22	23	24	25	
[28]	[29]	[30]	#31			28	29	30			
						July				**2021**	
									1	2	
						5	6	7	8	9	
						12	13	14	15	16	0
						19	20	21	22	23	
						26	27	28	29	30	
						August				**2021**	
						2	3	4	5	6	
						9	10	11	12	13	
						16	17	18	19	20	0
						23	24	25	26	27	
						30	31				

Day Calendar Begins 9/2/2020 & Ends 6/18/2021
= Holidays – Not Paid
[ ] = Vacation Days – Not Paid
> = Non Work Day – Not Paid
T = District TRI day – Paid under TRI contract
(d = District Directed; b = Building Directed)
S = Students Begin 9/2/2020 & End 6/18/2021
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APPENDIX G

TEACHERS' RESPONSIBILITIES

Chapter 180-44 WAC

WAC 180-44-005 Regulatory Provisions Relating to RCW 28A.305.130(6) and RCW 28A.600.010.

Pursuant to authority vested in the State Board of Education under provisions of RCW 28A.305.130(6) and RCW 28A.600.010 to prescribe rules and regulations for the government of the common schools, pupils and teachers, the State Board of Education hereby adopts rules and regulations provided in WAC 180-44-007 through 180-44-060 relating to teachers. (Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-1.)

WAC 180-44-007 Application.

The rules and regulations provided for in WAC 180-44-010 through 180-44-060 shall be applicable to all teachers and other certificated personnel of grades kindergarten through twelve of the common schools. (Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-2.)

WAC 180-44-010 Responsibilities Related to Instruction.

(1) It shall be the responsibility of the teacher to follow the prescribed courses of study and to enforce the rules and regulations of the school, SPS, the State Superintendent of Public Instruction, and the State Board of Education, maintaining and rendering the appropriate records and reports.

(2) Teachers shall have the right, and it shall be their duty, to direct and control within reasonable limits the studies of their pupils, taking into due consideration individual differences among pupils, PROVIDED, that all pupils shall receive instruction in such prescribed courses of study as are required by law and regulations.

(3) Teachers shall be responsible for the evaluation of each pupil's educational growth and development and for making periodic reports to parents or guardians and to the designated school administrator**.**

(4) Teachers are required to make due preparation daily for their duties, preparation to include attendance at teachers' meetings and such other professional work contributing to efficient school service as may be required by the principal, Superintendent or Board of Directors. (Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-20.)

WAC 180-44-020 Responsibilities Related to Discipline of Pupils.

(1) Teachers shall maintain good order and discipline in their classrooms at all times, and any neglect of this requirement shall constitute sufficient cause for dismissal. (Filed 6/1/77, Order 7-77; Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-21.)

WAC 180-44-040 Classroom - Physical Environment.

Every teacher shall give careful attention to the maintenance of a healthful atmosphere in the classroom, reporting to the principal or his designated representative any shortcomings in lighting, heating or ventilation. (Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-22.)

WAC 180-44-060 Drugs and Alcohol - Use of as cause for dismissal.

Use by any certificated person of habit-forming drugs, without pharmaceutical prescription by a duly licensed practitioner of medicine and/or dentistry licensed doctor of medicine, or any unauthorized use of alcoholic beverage on school premises, or at a school-sponsored activity off the school premises, shall constitute sufficient cause for dismissal or non-renewal of contract. (Filed 6/1/77, Order 7-77; Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-24.)

Danielson's Framework for Teaching Rubrics by Washington State Criteria Version 1.1

Criterion 1: Centering instruction on high expectations for student achievement.			
2b: *Establishing a Culture for Learning*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished - 4**
The classroom culture is characterized by a lack of teacher or student commitment to learning and/or little or no investment of student energy into the task at hand. Hard work is not expected or valued. Medium or low expectations for student achievement are the norm, with high expectations for learning reserved for only one or two students.	The classroom culture is characterized by little commitment to learning by teacher or students. The teacher appears to be only going through the motions, and students indicate that they are interested in completion of a task, rather than quality. The teacher conveys that student success is the result of natural ability rather than hard work; high expectations for learning are reserved for those students thought to have a natural aptitude for the subject.	The classroom culture is a cognitively busy place where learning is valued by all, with high expectations for learning being the norm for most students. The teacher conveys that with hard work students can be successful. Students understand their role as learners and consistently expend effort to learn. Classroom interactions support learning and hard work.	The classroom culture is a cognitively vibrant place, characterized by a shared belief in the importance of learning. The teacher conveys high expectations for learning by all students and insists on hard work. Students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or helping peers.
3a: *Communicating with Students*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished - 4**
The instructional purpose of the lesson is unclear to students, and the directions and procedures are confusing. The teacher's explanation of the content contains major errors. The teacher's spoken or written language contains errors of grammar or syntax. The teacher's vocabulary is inappropriate, vague, or used incorrectly, leaving students confused.	The teacher's attempt to explain the instructional purpose has only limited success, and/or directions and procedures must be clarified after initial student confusion. The teacher's explanation of the content may contain minor errors; some portions are clear; other portions are difficult to follow. The teacher's explanation consists of a monologue, with no invitation to the students for intellectual engagement. Teacher's spoken language is correct; how- ever, his or her vocabulary is limited, or not fully appropriate to the students' ages.	The teacher clearly communicates instructional purpose of the lesson, including where it is situated within broader learning, and explains procedures and directions clearly. Teacher's explanation of content is well scaffolded, clear and accurate, and connects with students' knowledge and experience. During the explanation of content, the teacher invites student intellectual engagement. Teacher's spoken and written language is clear and correct and uses vocabulary appropriate to the students' ages and interests.	The teacher links the instructional purpose of the lesson to student interests; the directions and procedures are clear and anticipate possible student misunderstanding. The teacher's explanation of content is thorough and clear, developing conceptual understanding through artful scaffolding and connecting with students' interests. Students contribute to extending the content and help explain concepts to their classmates. The teacher's spoken and written language is expressive, and the teacher finds opportunities to extend students' vocabularies.
3c: *Engaging Students in Learning*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished - 4**
The learning tasks and activities, materials, resources, instructional groups and technology are poorly aligned with the instructional outcomes or require only rote responses. The pace of the lesson is too slow or too rushed. Few students are intellectually engaged or interested.	The learning tasks and activities are partially aligned with the instructional out- comes but require only minimal thinking by students, allowing most to be passive or merely compliant. The pacing of the lesson may not provide students the time needed to be intellectually engaged.	The learning tasks and activities are aligned with the instructional outcomes and designed to challenge student thinking, the result being that most students display active intellectual engagement with important and challenging content and are supported in that engagement by teacher scaffolding. The pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.	Virtually all students are intellectually engaged in challenging content through well-designed learning tasks and suitable scaffolding by the teacher and fully aligned with the instructional outcomes. In addition, there is evidence of some student initiation of inquiry and of student contribution to the exploration of important content. The pacing of the lesson provides students the time needed to intellectually engage with and reflect upon their learning and to consolidate their understanding. Students may have some choice in how they complete tasks and may serve as resources for one another.

Criterion 2: Demonstrating effective teaching practices.

3b: Using Questioning and Discussion Techniques

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
Teacher's questions are of low cognitive challenge, require single correct responses, and are asked in rapid succession. Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers. A few students dominate the discussion.	Teacher's questions lead students through a single path of inquiry, with answers seemingly determined in advance. Alternatively, the teacher attempts to frame some questions designed to promote student thinking and understanding, but only a few students are involved. Teacher attempts to engage all students in the discussion and to encourage them to respond to one another, but with uneven results.	Although the teacher may use some low-level questions, he or she asks the students questions designed to promote thinking and understanding. Teacher creates a genuine discussion among students, providing adequate time for students to respond and stepping aside when appropriate. Teacher successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard.	Teacher uses a variety or series of questions or prompts to challenge students cognitively, advance high-level thinking and discourse, and promote metacognition. Students formulate many questions, initiate topics, and make unsolicited contributions. Students themselves ensure that all voices are heard in the discussion.

4a: Reflecting on Teaching

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
Teacher does not know whether a lesson was effective or achieved its instructional outcomes, or he/she profoundly misjudges the success of a lesson. Teacher has no suggestions for how a lesson could be improved.	Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met. Teacher makes general suggestions about how a lesson could be improved.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the udgment. Teacher makes a few specific suggestions of what could be tried another time the lesson is taught.	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional out- comes, citing many specific examples from the lesson and weighing the relative strengths of each. Drawing on an extensive repertoire of skills, teacher offers specific alternative actions, complete with the probable success of different courses of action.

Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.

1b: Demonstrating Knowledge of Students

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
Teacher demonstrates little or no understanding of how students learn and little knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and does not seek such understanding.	Teacher indicates the importance of understanding how students learn and the students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge about the class as a whole.	Teacher understands the active nature of student learning and attains information about levels of development for groups of students. The teacher also purposefully seeks knowledge from several sources of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and attains this knowledge about groups of students.	Teacher actively seeks knowledge of students' levels of development and their backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources. This information is acquired for individual students.

3e: Demonstrating Flexibility and Responsiveness

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
Teacher adheres to the instruction plan in spite of evidence of poor student understanding or lack of interest. Teacher ignores student questions; when students experience difficulty, the teacher blames the students or their home environment.	Teacher attempts to modify the lesson when needed and to respond to student questions and interests, with moderate success. Teacher accepts responsibility for student success but has only a limited repertoire of strategies to draw upon.	Teacher promotes the successful learning of all students, making minor adjustments as needed to instruction plans and accommodating student questions, needs, and interests. Drawing on a broad repertoire of strategies, the teacher persists in seeking approaches for students who have difficulty learning.	Teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests, or successfully adjusts and differentiates instruction to address individual student misunderstandings. Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of instructional strategies and soliciting additional resources from the school or community.

Student Growth Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs

Student Growth 3.1: *Establish Student Growth Goal(s)*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high quality sources of data to monitor, adjust, and evaluate achievement of goal(s).

Student Growth 3.2: *Achievement of Student Growth Goal(s)*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

Criterion 4: Providing clear and intentional focus on subject matter content and curriculum

1a: Demonstrating Knowledge of Content and Pedagogy

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
In planning and practice, teacher makes content errors or does not correct errors made by students. Teacher's plans and practice display little understanding of prerequisite relationships important to student's learning of the content. Teacher displays little or no understanding of the range of pedagogical approaches suitable to student's learning of the content.	Teacher is familiar with the important concepts in the discipline but displays lack of awareness of how these concepts relate to one another. Teacher's plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete. Teacher's plans and practice reflect a limited range of pedagogical approaches to the discipline or to the students.	Teacher displays solid knowledge of the important concepts in the discipline and the ways they relate to one another. Teacher's plans and practice reflect accurate understanding of prerequisite relationships among topics and concepts. Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline.	Teacher displays extensive knowledge of the important concepts in the discipline and the ways they relate both to one another and to other disciplines. Teacher's plans and practice reflect understanding of prerequisite relationships among topics and concepts and provide a link to necessary cognitive structures needed by students to ensure understanding. Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.

1c: Setting Instructional Outcomes

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
Outcomes represent low expectations for students and lack of rigor, and not all of them reflect important learning in the discipline. Outcomes are stated as activities rather than as student learning. Outcomes reflect only one type of learning and only one discipline or strand and are suitable for only some students.	Outcomes represent moderately high expectations and rigor. Some reflect important learning in the discipline and consist of a combination of outcomes and activities. Outcomes reflect several types of learning, but teacher has made no attempt at coordination or integration. Most of the outcomes are suitable for most of the students in the class in accordance with global assessments of student learning.	Most outcomes represent rigorous and important learning in the discipline. All the instructional outcomes are clear, are written in the form of student learning, and suggest viable methods of assessment. Outcomes reflect several different types of learning and opportunities for coordination. Outcomes take into account the varying needs of groups of students.	All outcomes represent rigorous and important learning in the discipline. The outcomes are clear, are written in the form of student learning, and permit viable methods of assessment. Outcomes reflect several different types of learning and, where appropriate, represent opportunities for both coordination and integration. Outcomes take into account the varying needs of individual students.

1d: Demonstrating Knowledge of Resources

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished - 4
Teacher is unaware of school or district resources for classroom use, for the expansion of his or her own knowledge, or for students.	Teacher displays basic awareness of school or district resources available for classroom use, for the expansion of his or her own knowledge, and for	Teacher displays awareness of resources - not only through the school and district but also through sources external to the school and on the Internet - available for classroom use, for the expansion of his or her own	Teacher displays extensive knowledge of resources - not only through the school and district but also in the community, through professional organizations and universities, and on the Internet - for classroom use, for the

	students, but no knowledge of resources available more broadly.	knowledge, and for students.	expansion of his or her own knowledge, and for students.
1e: *Designing Coherent Instruction*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished - 4**
The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure. The activities are not designed to engage students in active intellectual activity and have unrealistic time allocations. Instructional groups do not support the instructional outcomes and offer no variety.	Some of the learning activities and materials are suitable to the instructional outcomes and represent a moderate cognitive challenge but with no differentiation for different students. Instructional groups partially support the instructional outcomes, with an effort by the teacher at providing some variety. The lesson or unit has a recognizable structure; the progression of activities is uneven, with most time allocations reasonable.	Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students. The learning activities have reasonable time allocations; they represent significant cognitive challenge, with some differentiation for different groups of students. The lesson or unit has a clear structure, with appropriate and varied use of instructional groups.	Plans represent the coordination of in-depth content knowledge, understanding of different students' needs, and available resources (including technology), resulting in a series of learning activities designed to engage students in high level cognitive activity. Learning activities are differentiated appropriately for individual learners. Instructional groups are varied appropriately with some opportunity for student choice. The lesson's or unit's structure is clear and allows for different pathways according to diverse student needs.
Criterion 5: Fostering and managing a safe, positive learning environment.			
2a: *Creating an Environment of Respect and Rapport*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished - 4**
Patterns of classroom interactions, both between the teacher and students and among students, are mostly negative, inappropriate, or insensitive to students' ages, cultural backgrounds, and developmental levels. Interactions are characterized by sarcasm, put-downs, or conflict. Teacher does not deal with disrespectful behavior.	Patterns of classroom interactions, both between the teacher and students and among students, are generally appropriate but may reflect occasional inconsistencies, favoritism, and disregard for students' ages, cultures, and developmental levels. Students rarely demonstrate disrespect for one another. Teacher attempts to respond to disrespectful behavior, with uneven results. The net result of the interactions is neutral, conveying neither warmth nor conflict.	Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the ages of the students. Students exhibit respect for the teacher. Interactions among students are generally polite and respectful. Teacher responds successfully to disrespectful behavior among students. The net result of the interactions is polite and respectful, but impersonal.	Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students as individuals. Students exhibit respect for the teacher and contribute to high levels of civil interaction between all members of the class. The net result of interactions is that of connections with students as individuals.
2c: *Managing Classroom Procedures*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished - 4**
Much instructional time is lost through inefficient classroom routines and procedures. There is little or no evidence that the teacher is managing instructional groups, transitions, and/or the handling of materials and supplies effectively. There is little evidence that students know or follow established routines.	Some instructional time is lost through only partially effective classroom routines and procedures. The teacher's management of instructional groups, transitions, and/or the handling of materials and supplies is inconsistent, the result being some disruption of learning. With regular guidance and prompting, students follow established routines.	There is little loss of instructional time because of effective classroom routines and procedures. The teacher's management of instructional groups and the handling of materials and supplies are consistently successful. With minimal guidance and prompting, students follow established classroom routines.	Instructional time is maximized because of efficient classroom routines and procedures. Students contribute to the management of instructional groups, transitions, and the handling of materials and supplies. Routines are well understood and may be initiated by students.
2d: *Managing Student Behavior*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished - 4**
There appear to be no established standards of conduct and little or no teacher monitoring of student behavior. Students challenge the standards of conduct. Response to students' misbehavior is repressive or disrespectful of student dignity.	Standards of conduct appear to have been established, but their implementation is inconsistent. Teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.	Student behavior is generally appropriate. The teacher monitors student behavior against established standards of conduct. Teacher response to student misbehavior is consistent, proportionate, respectful to students, and effective.	Student behavior is entirely appropriate. Students take an active role in monitoring their own behavior and that of other students against standards of conduct. Teachers' monitoring of student behavior is subtle and preventive.

	There is inconsistent implementation of the standards of conduct.		Teacher's response to student misbehavior is sensitive to individual student needs and respects students' dignity.
2e: *Organizing Physical Space*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished - 4**
The physical environment is unsafe, or many students don't have access to learning resources. There is poor coordination between the lesson activities and the arrangement of furniture and resources, including computer technology.	The classroom is safe, and essential learning is accessible to most students. The teacher's use of physical resources, including computer technology, is moderately effective. Teacher makes some attempt to modify the physical arrangement to suit learning activities, with partial success.	The classroom is safe, and learning is accessible to all students; teacher ensures that the physical arrangement is appropriate to the learning activities. Teacher makes effective use of physical resources, including computer technology.	The classroom is safe, and earning is accessible to all students, including those with special needs. Teacher makes effective use of physical resources, including computer technology. The teacher ensures that the physical arrangement is appropriate to the learning activities. Students contribute to the use or adaptation of the physical environment to advance learning.
Criterion 6: Using multiple student data elements to modify instruction and improve student learning			
1f: *Designing Student Assessments*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished - 4**
Assessment procedures are not congruent with instructional outcomes; the proposed approach contains no criteria or standards. Teacher has no plan to incorporate formative assessment in the lesson or unit nor any plan to use assessment results in designing future instruction.	Some of the instructional outcomes are assessed through the proposed approach, but others are not. Assessment criteria and standards have been developed, but they are not clear. Approach to the use of formative assessment is rudimentary, including only some of the instructional outcomes. Teacher intends to use assessment results to plan for future instruction for the class as a whole.	Teacher's plan for student assessment is aligned with the instructional outcomes; assessment methodologies may have been adapted for groups of students. Assessment criteria and standards are clear. Teacher has a well developed strategy for using formative assessment and has designed particular approaches to be used. Teacher intends to use assessment results to plan for future instruction for groups of students.	Teacher's plan for student assessment is fully aligned with the instructional outcomes and has clear criteria and standards that show evidence of student contribution to their development. Assessment methodologies have been adapted for individual students, as needed. The approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information. Teacher intends to use assessment results to plan future instruction for individual students.
3d: *Using Assessment in Instruction*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished - 4**
There is little or no assessment or monitoring of student learning; feedback is absent or of poor quality. Students do not appear to be aware of the assessment criteria and do not engage in self assessment.	Assessment is used sporadically by teacher and/or students to support instruction through some monitoring of progress in learning. Feedback to students is general, students appear to be only partially aware of the assessment criteria used to evaluate their work, and few assess their own work. Questions, prompts, and assessments are rarely used to diagnose evidence of learning.	Assessment is used regularly by teacher and/or students during the lesson through monitoring of learning progress and results in accurate, specific feedback that advances learning. Students appear to be aware of the assessment criteria; some of them engage in self-assessment. Questions, prompts, assessments are used to diagnose evidence of learning.	Assessment is fully integrated into instruction through extensive use of formative assessment. Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria. Students self-assess and monitor their progress. A variety of feedback, from both their teacher and their peers, is accurate, specific, and advances learning. Questions, prompts, assessments are used regularly to diagnose evidence of learning by individual students.
4b: *Maintaining Accurate Records*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished - 4**
Teacher's system for maintaining information on student completion of assignments and student progress in learning is nonexistent or in disarray. Teacher's records for non-instructional activities are in	Teacher's system for maintaining information on student completion of assignments and student progress in learning is rudimentary and only partially effective.	Teacher's system for maintaining information on student completion of assignments, student progress in learning, and non-instructional records is fully effective.	Teacher's system for maintaining information on student completion of assignments, student progress in learning, and non-instructional records is fully effective.

disarray, resulting in errors and confusion.	Teacher's records for non-instructional activities are adequate but require frequent monitoring to avoid errors.		Students contribute information and participate in maintaining the records.
Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning			
Student Growth 6.1: *Establish Student Growth Goal(s)*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished - 4**
Does not establish student growth goal(s) or establishes inappropriate goal(s) for whole classroom. Goal(s) do not identify multiple, high quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for students in collaboration with students and parents. These whole classroom goals align to school goal(s). Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
Student Growth 6.2: *Achievement of Student Growth Goal(s)*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished - 4**
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.
Criterion 7: Communicating and collaborating with parents and the school community.			
4c: *Communicating with Families*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished - 4**
Teacher communication with families - about the instructional program, about individual students - is sporadic or culturally inappropriate. Teacher makes no attempt to engage families in the instructional program.	Teacher makes sporadic attempts to communicate with families about the instructional program and about the progress of individual students but does not attempt to engage families in the instructional program. Communications are one-way and not always appropriate to the cultural norms of those families.	Teacher communicates frequently with families about the instructional program and conveys information about individual student progress. Teacher makes some attempts to engage families in the instructional program. Information to families is conveyed in a culturally appropriate manner.	Teacher's communication with families is frequent and sensitive to cultural traditions, with students contributing to the communication. Response to family concerns is handled with professional and cultural sensitivity. Teacher's efforts to engage families in the instructional program are frequent and successful.
Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
4d: *Participating in a Professional Community*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished - 4**
Teacher's relationships with colleagues are negative or self-serving. Teacher avoids participation in a professional culture of inquiry, resisting opportunities to become involved. Teacher avoids becoming involved in school events or school and district projects.	Teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires. Teacher becomes involved in the school's culture of professional inquiry when invited to do so. Teacher participates in school events and school and district projects when specifically asked to do so.	Teacher's relationships with colleagues are characterized by mutual support and cooperation; teacher actively participates in a culture of professional inquiry. Teacher volunteers to participate in school events and in school and district projects, making a substantial contribution.	Teacher's relationships with colleagues are characterized by mutual support and cooperation, with the teacher taking initiative in assuming leadership among the faculty. Teacher takes a leadership role in promoting a culture of professional inquiry. Teacher volunteers to participate in school events and district projects making a substantial contribution, and assuming a leadership role in at least one aspect of school or district life.
4e: *Growing and Developing Professionally*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished – 4**
Teacher engages in no professional development activities to enhance knowledge or skill.	Teacher participates in professional activities to a limited extent when they are convenient.	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.	Teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research.

Teacher resists feedback on teaching performance from either supervisors or more experienced colleagues. Teacher makes no effort to share knowledge with others or to assume professional responsibilities.	Teacher accepts, with some reluctance, feedback on teaching performance from both supervisors and colleagues. Teacher finds limited ways to contribute to the profession.	Teacher welcomes feedback from colleagues - either when made by supervisors or when opportunities arise through professional collaboration. Teacher participates actively in assisting other educators.	Teacher seeks out feedback on teaching from both supervisors and colleagues. Teacher initiates important activities to contribute to the profession.
4f: *Showing Professionalism*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished - 4**
Teacher displays dishonesty in interactions with colleagues, students, and the public. Teacher is not alert to students' needs and contributes to school practices that result in some students' being ill served by the school. Teacher makes decisions and recommendations based on self-serving interests. Teacher does not comply with school and district regulations.	Teacher is honest in interactions with colleagues, students, and the public. Teacher attempts, though inconsistently, to serve students. Teacher does not knowingly contribute to some students' being ill served by the school. Teacher's decisions and recommendations are based on limited but genuinely professional considerations. Teacher complies minimally with school and district regulations, doing just enough to get by.	Teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public. Teacher is active in serving students, working to ensure that all students receive a fair opportunity to succeed. Teacher maintains an open mind in team or departmental decision making. Teacher complies fully with school and district regulations.	Teacher takes a leadership role with colleagues and can be counted on to hold to the highest standards of honesty, integrity, and confidentiality. Teacher is highly proactive in serving students, seeking out resources when needed. Teacher makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally under- served, are honored in the school. Teacher takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards. Teacher complies fully with school and district regulations, taking a leadership role with colleagues.
Student Growth Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
Student Growth 8.1: *Establish Team Student Growth Goal(s)*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished - 4**
Does not collaborate or reluctantly collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Does not consistently collaborate with other grade, school, or district team members to establish goal(s), to develop and implement common, high quality measures, and to monitor growth and achievement during the year.	Consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high quality measures, and to monitor growth and achievement during the year.	Leads other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.

Student Growth Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.			
Student Growth 3.1: *Establish Student Growth Goal(s)*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished – 4**
Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
Student Growth 3.2: *Achievement of Student Growth Goal(s)*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished – 4**
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.
Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			
Student Growth 6.1: *Establish Student Growth Goal(s)*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished – 4**
Does not establish student growth goal(s) or establishes inappropriate goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for students in collaboration with students and parents. These whole classroom goals align to school goal(s). Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).

Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			
Student Growth 6.2: *Achievement of Student Growth Goal(s)*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished – 4**
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

Student Growth Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
Student Growth 8.1: *Establish Team Student Growth Goal(s)*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished – 4**
Does not collaborate or reluctantly collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Does not consistently collaborate with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Leads other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.

Employee Name	Emp. ID	Evaluator Name	School	
Date (enter at right)	0/0/0000	Start and End Time	START TIME	END TIME
		Duration of Observation (minutes)	DURATION	

Criteria	Evidence
2b: Establishing a culture for Learning | 3a: Communicating with Students | 3c: Engaging Students in Learning	
C1: Centering instruction on high expectations for student achievement	Evidence:

3b: Using Questioning and Discussion Techniques	
C2: Demonstrating effective teaching practice	Evidence: *Note: Evidence for 4a: Reflecting on Teaching is not collected during a classroom observation.
3e: Demonstrating Flexibility and Responsiveness	
C3: Recognizing individual student learning needs and developing strategies to address those needs	Evidence: * Note: Evidence for **1b: Demonstrating Knowledge of Students** is not collected during a classroom observation.

1a: Demonstrating Knowledge of Content and Pedagogy | 1c: Setting Instructional Outcomes | 1d: Demonstrating Knowledge of Resources | 1e: Designing Coherent Instruction	
C4: Providing clear and intentional focus on subject matter content and curriculum	Evidence for C4 is not collected during classroom observations.
2a: Creating an Environment of Respect and Rapport | 2c: Managing Classroom Procedures | 2d: Managing Student Behavior 2e: Organizing Physical Space	
C5: Fostering and managing a safe, positive learning environment	Evidence:

| 3d: Using Assessment in Instruction | 4b: Maintaining Accurate Records	
C6: Using multiple student data elements to modify instruction and improve student learning	Evidence: * Note: 1f: Designing Student Assessments is not collected during a classroom observation.

4c: Communicating with Families	
C7: Communicating and collaborating with parents and the school community	Evidence for C7 is not collected during classroom observations.
4d: Participating in a Professional Community | 4e: Growing and Developing Professionally | 4f: Showing Professionalism	
C8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning	Evidence for C8 is not collected during classroom observations.

Date of Pre-Conference		**Date of Post-Conference**	

Summary of Pre/Post Conference (If occurred)

Strategies for Next Steps

Employee Acknowledgement & Signatures (Employee Signature is Only an Indication of Receipt)		
Evaluator Signature		**Date**
Employee Signature		**Date**

Comprehensive Evaluation – Danielson – Certificated Classroom Teacher

Districts create procedures and practices to establish criterion scores and the eight criterion are summed equally to create a summative rating.

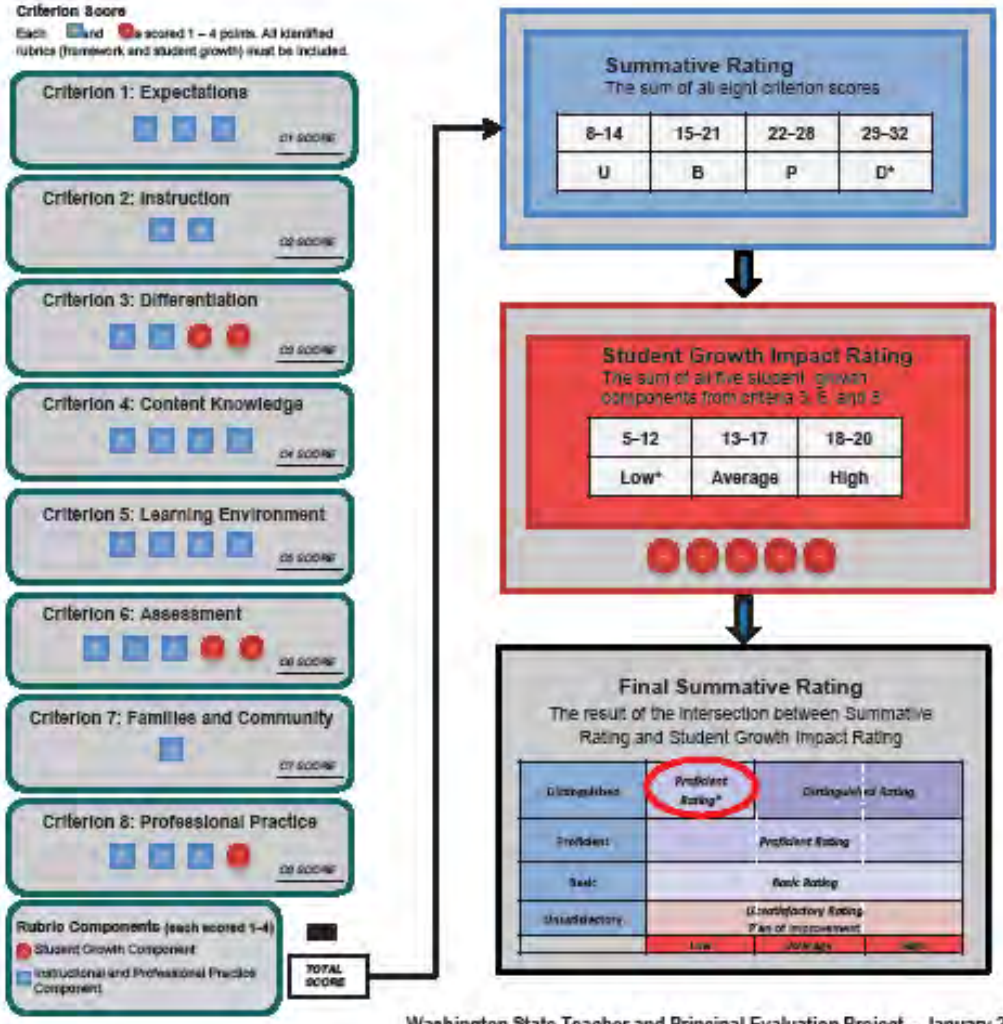
Criterion scores include applicable framework rubrics and Washington state student growth rubrics.

The student growth impact rating is the sum of the three student growth rubric components from criteria 3, 6, and 8.

"Educators with a "Distinguished" summative rating and a "Low" student growth impact rating cannot be rated higher than "Proficient."*

A "Low" student growth impact rating triggers a student growth inquiry regardless of the summative rating.

Educators with any individual student growth component score of a "1" cannot have a student growth impact rating higher than "Low" regardless of the sum of all their student growth components



Washington State Teacher and Principal Evaluation Project – January 2015

Focused Evaluation – Danielson – Certificated Classroom Teacher

The Focused Evaluation is meant for Proficient and Distinguished educators.

One of the eight criteria must be assessed in every year that a comprehensive evaluation is not required.

Districts create procedures and practices to establish criterion scores.

Criterion scores include applicable framework rubrics and Washington state student growth rubrics.

If criterion 3, 6, or 8 is selected, evaluators will use the accompanying student growth rubrics.

If criterion 1, 2, 4, 5, or 7 is selected, the evaluator will use student growth rubrics from criterion 3 or 6.

The Final Criterion Score is the Final Summative Score.

Criterion Score
Each and is scored 1 – 4 points. All identified rubrics (framework and student growth) must be included.

Rubric Components (each scored 1–4)
Student Growth Component
Instructional and Professional Practice Component

Choose…

Criterion 3, 6, or 8

Criterion 3: Differentiation
Preliminary score from rubric

Evidence
Observable evidence
*Evidence outside of a classroom observation
*Authentic artifacts of teaching and learning
*Student growth goals and outcomes
*Evidence of professional practice

The criterion gets a final score that must be reported as U, B, P, or D
(U=1 B=2 P=3 D=4)

Final Criterion Score = Final Summative Rating U, B, P, or D

Or…

Criterion 1, 2, 4, 5, or 7 + Criterion 3 or 6 SG

Criterion 5: Learning Environment
Preliminary score from rubric

Criterion 6: Assessment

Evidence
Observable evidence
*Evidence outside of a classroom observation
*Authentic artifacts of teaching and learning
*Student growth goals and outcomes
*Evidence of professional practice

The criterion gets a final score that must be reported as U, B, P, or D
(U=1 B=2 P=3 D=4)

Final Criterion Score = Final Summative Rating U, B, P, or D

Washington State Teacher and Principal Evaluation Project – January 2015

Professional Growth Support Document

Teacher Evaluator

Section 1: Growth Goals

Criterion 1: Centering instruction on high expectations for student achievement

Areas for Growth	Evidence of Growth
• • •	• • •

Criterion 2: Demonstrating effective teaching practices

Areas for Growth	Evidence of Growth
• • •	• • •

Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.

Areas for Growth	Evidence of Growth
• • •	• • •

Criterion 4: Providing clear and intentional focus on subject matter content and curriculum

Areas for Growth	Evidence of Growth
• • •	• • •

Criterion 5: Fostering and managing a safe, positive learning environment

Areas for Growth	Evidence of Growth
• • •	• • •

Criterion 6: Using multiple student data elements to modify instruction and improve student learning

Areas for Growth	Evidence of Growth
• • •	• • •

Criterion 7: Communicating and collaborating with parents and the school community

Areas for Growth	Evidence of Growth
• • •	• • •

Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning

Areas for Growth	Evidence of Growth
• • •	• • •

Section 2: Resources and Supports Available

Possible Examples:

- PD available
- Support teachers/CLT/ coaches
- Readings
- Templates

Section 3: Documented Growth*

(to be completed for each progress meeting)

Meeting Date:

-
-
-

Meeting Date:

-
-
-

Meeting Date:

-
-
-

*Additional sections and bullet points should be added as needed.

PERFORMANCE IMPROVEMENT PLAN

Name	Position/Title/Assignment
Evaluator	Date plan was initiated and Timeframe for Plan

Periodic Review of Progress	00/00/0000				

Resources and Supports Available:		

Evaluation Component for Improvement	Performance Measures of Focus	Artifacts & Evidence of Progress	Possible Strategies	Benchmark Dates
Criterion 1: Centering instruction on high expectations for student achievement				
Component 2b: Establishing a Culture for learning - NA	This component is not an area of concern.			
Component 3a: Communicating with Students	This component is not an area of concern.			
Component 3c: Engaging Students in Learning	This component is not an area of concern.			

Criterion 2: Demonstrating effective teaching practices				
Component 3b: Using Questioning and Discussion Techniques	This component is not an area of concern.			
Component 4a: Reflecting on Teaching	This component is not an area of concern.			
Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs				
Component 1b: Demonstrating Knowledge of Students	This component is not an area of concern.			
Component 3e: Demonstrating Flexibility and Responsiveness	This component is not an area of concern.			
Student Growth 3.1: Establish Student Growth Goal(s)	This component is not an area of concern.			
Student Growth 3.2: Achievement of Student Growth Goal(s)	This component is not an area of concern.			
Criterion 4: Providing clear and intentional focus on subject matter content and curriculum				
Component 1a: Demonstrating Knowledge of Content and Pedagogy	This component is not an area of concern.			

Component 1c: Setting Instructional Outcomes	This component is not an area of concern.			
Component 1d: Demonstrating Knowledge of Resources	This component is not an area of concern.			
Component 1e: Designing Coherent Instruction	This component is not an area of concern.			
Criterion 5: Fostering and managing a safe, positive learning environment				
Component 2a: Creating an Environment of Respect and Rapport	This component is not an area of concern.			
Component 2c: Managing Classroom Procedures	This component is not an area of concern.			
Component 2d: Managing Student Behavior	This component is not an area of concern.			
Component 2e: Organizing Physical Space	This component is not an area of concern.			
Criterion 6: Using multiple student data elements to modify instruction and improve student learning				
Component 1f: Designing Student Assessments	This component is not an area of concern.			
Component 3d: Using Assessment in Instruction	This component is not an area of concern.			

Component 4b: Maintaining Accurate Records	This component is not an area of concern.			
Student Growth 6.1: Establish Student Growth Goal(s)	This component is not an area of concern.			
Student Growth 6.2: Achievement of Student Growth Goal(s)	This component is not an area of concern.			
Criterion 7: Communicating and collaborating with parents and the school community				
Component 4c: Communicating with Families	This component is not an area of concern.			
Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning				
Student Growth 8.1: Establish Team Student Growth Goal(s)	This component is not an area of concern.			
Component 4d: Participating in a Professional Community	This component is not an area of concern.			
Component 4e: Growing and Developing Professionally	This component is not an area of concern.			
Component 4f: Showing Professionalism	This component is not an area of concern.			

Outcome of Plan / Next Steps

This Performance Improvement Plan has been completed (check one) : ☐ Successfully ☐ Unsuccessfully ☐ Plan will continue and be extended until _____

Comments of Evaluator:	Comments of Employee:

_____ Signature of Employee

_____ Date

_____

_____

Professional Growth Support Document - ESA

Teacher Evaluator

Section 1: Growth Goals

Domain 1: Planning and Preparation

Areas for Growth	Evidence of Growth
• • •	• • •

Domain 2: The Environment

Areas for Growth	Evidence of Growth
• • •	• • •

Domain 3: Delivery of Service

Areas for Growth	Evidence of Growth
• • •	• • •

Domain 4: Professional Responsibilities

Areas for Growth	Evidence of Growth
• • •	• • •

Section 2: Resources and Supports Available

Possible Examples:

- PD available
- Support teachers/CLT/ coaches
- Readings
- Templates

Section 3: Documented Growth*

(to be completed for each progress meeting)

Meeting Date:

-
-
-

Meeting Date:

-
-
-

Meeting Date:

-
-
-

*Additional sections and bullet points should be added as needed.

PERFORMANCE IMPROVEMENT PLAN - ESA

Name | Position/Title/Assignment

Evaluator | Date plan was initiated and Timeframe for Plan

Periodic Review of Progress	00/00/0000				

Resources and Supports Available:		

Evaluation Component for Improvement	Performance Measures of Focus	Artifacts & Evidence of Progress	Possible Strategies	Benchmark Dates
Domain 1: Planning and Preparation				
Component 1a	This component is not an area of concern.			
Component 1b	This component is not an area of concern.			
Component 1c	This component is not an area of concern.			

Component 1d	This component is not an area of concern.			
Component 1e	This component is not an area of concern.			
Component 1f	This component is not an area of concern.			
Domain 2: The Environment				
Component 2a	This component is not an area of concern.			
Component 2b	This component is not an area of concern.			
Component 2c	This component is not an area of concern.			
Component 2d	This component is not an area of concern.			
Component 2e	This component is not an area of concern.			
Domain 3: Delivery of Service				
Component 3a	This component is not an area of concern.			

Component 3b	This component is not an area of concern.			
Component 3c	This component is not an area of concern.			
Component 3d	This component is not an area of concern.			
Component 3e	This component is not an area of concern.			
Domain 4: Professional Responsibilities				
Component 4a	This component is not an area of concern.			
Component 4b	This component is not an area of concern.			
Component 4c	This component is not an area of concern.			
Component 4d	This component is not an area of concern.			
Component 4e	This component is not an area of concern.			
Component 4f	This component is not an area of concern.			

Outcome of Plan / Next Steps

This Performance Improvement Plan has been completed (check one) : ☐ Successfully ☐ Unsuccessfully ☐ Plan will continue and be extended until _____

Comments of Evaluator:	Comments of Employee:

_____ Signature of Employee

_____ Date

_____ Signature of Administrator

_____ Date

Performance Schedule for Teachers on Provisional Contracts

State Scale	Summative Score	Total Years of Teaching Experience (within or outside SPS) 1 Year	2 Years	3 Years	4+ years
Unsatisfactory	8	8			
	9	9			
	10	10			
	11	11			
	12	12			
	13	13			
	14	14			
	15	15			
Basic	16	16			
	17	17			
	18	18	***18***		
	19	19			
	20	20		***20***	
	21	21			
Proficient	22	22			***22***
	23	23			
	24	24			
	25	25			
	26	26			
	27	27			
	28	28			
Distinguished	29	29			
	30	30			
	31	31			
	32	32			

Color Key

Does Not Meet Minimum Expectations
Meets Minimum Expectations

GUIDELINES FOR EVALUATION OF SUBSTITUTE TEACHERS

Substitutes may be evaluated by the building principal, program manager, or assigned administrator.

1. Upon completion of a substitute assignment of three (3) weeks or more and at the request of the employee, the building principal, program manager, or assigned administrator will complete an evaluation (see Appendix L for form) and provide a copy to the employee and send a copy to the employee's personnel file.

2. In the event that an evaluator believes there may because to submit an unsatisfactory performance evaluation, the following procedure shall be implemented:

    a) The evaluator or designee shall make a reasonable effort to contact the substitute within ten (10) working days of the assignment and specify the concern(s) that led to the unsatisfactory rating. In the event the substitute is barred from the building, the principal/program manager or assigned administrator must notify the substitute within ten (10) working days of the assignment.

    b) All comments and observations used in the evaluation will be documented and made available for review by the substitute upon request.

    c) The employee may request a conference to review the concern(s), and the conference will be granted by the evaluator.

    d) The employee may respond in writing to the concern(s), and that response shall be attached to the evaluation in the permanent file.

    e) If, as a result of investigation and conference with the employee, the evaluator determines that an unsatisfactory evaluation is not appropriate, the unsatisfactory evaluation will be removed from the file.

    f) If the unsatisfactory evaluation is accompanied by a request to bar the employee from a building, the employee shall have a right to appeal such action to the Executive Director of Human Resources, or his/her designee.

    g) This procedure does not preclude the substitute's right to exercise the existing grievance procedure.

3. Employees will receive copies of all evaluations as they are completed.

4. Nothing in this Appendix shall add to or detract from other existing contractual and/or statutory rights.

SUBSTITUTE EVALUATION FORM

SUBSTITUTE _____ SCHOOL _____
GRADE/SUBJECT _____ DATE(S) _____
Evaluator (please print): _____

In each of the categories below, all questions shall be answered yes or no except in cases where substitutes are not in classroom situations, then check N/A for not applicable, such as:

	Yes	No	N/A
A. Building Support			
Was assigned in his/her endorsement and grade level	☐	☐	☐
Were lesson plans provided	☐	☐	☐
Was substitute folder provided	☐	☐	☐
Were materials, supplies, etc., provided	☐	☐	☐
Were school policies regarding student behavior posted or otherwise provided	☐	☐	☐
Was there direct classroom observation	☐	☐	☐
B. Instructional Skill			
Presented subject matter clearly and concisely	☐	☐	☐
Improvised lessons in absence of formal lesson plans	☐	☐	☐
Clear instructions and checked for student understanding	☐	☐	☐
Ability to motivate students	☐	☐	☐
C. Classroom Management			
Handled student discipline/attendance problems	☐	☐	☐
Maintained an environment of learning	☐	☐	☐
D. Professional Responsibility			
Followed lesson plans	☐	☐	☐
Left written summary of lessons taught	☐	☐	☐
Adhered to starting/departure schedule	☐	☐	☐
Exercised discretion and appropriate use of language	☐	☐	☐

☐Satisfactory ☐Unsatisfactory

Evaluator Comments:_____
_____
_____

Substitute Teacher Comments (Optional):_____
_____
_____

(The substitute teacher's signature indicates only that he/she has received this performance evaluation in conference with the person who prepared the report.)

_____ _____ _____ _____
Signature of Substitute Date Signature/Title of Evaluator Date

BEST PRACTICE FOR SUBSTITUTE TEACHERS

Schools and substitute teachers will work in concert to provide the highest level of educational services to students. A climate of respect, congeniality, safety, professionalism, and appreciation is expected in each school. It is the responsibility of the principal to promote and ensure that students, schools, and substitute teacher have a successful educational experience. The Seattle Public Schools is committed to providing substitute teachers with reasonable written instructions and a positive school climate in which to work. To this end, the principal will periodically check substitute teacher plans to assure they are current.

The school/principal will assign staff to officially greet and welcome substitute teachers and to ensure that the following needs are met:

- Assist during check in/check out
- Provide necessary keys
- Give directions to classroom assignment or provide escort
- Provide class list (s)
- Maintain a file of emergency lesson plans for each grade/class
- Give copies of any special schedules for the day
- Provide copies of all emergency drills, security and safety procedures, master schedules and supervisory duty rosters, maps of the building & the like
- Provide a staff identity badge
- Provide procedures for visitors in the building
- Give directions for picking up necessary materials such as attendance sheets, daily bulletins, etc.
- Give the location of the staff lounge/telephone
- Notify regular school staff of absences and names of substitute teachers through daily bulletins, postings in teachers' mailbox area, or announcements, etc.
- Complete and submit to the Coordinator of Substitutive Teaching an evaluation of substitute teachers when requested by the substitute teacher per the Guidelines for Evaluation of Substitute Teachers - see *Appendix Blank*.
- Establish systematic support for helping substitute teachers with lesson plans

Note: It is highly recommended that the principal/designee meet each substitute teacher during the school day and offer her/his help as needed.

The regularly assigned teachers will provide for substitute teachers:

- A welcoming note
- Copies of student rosters, seating charts, and attendance procedures
- Specific lesson plans for each day's absence and all necessary texts, supplies, materials and equipment for executing the plans – please make provisions for substitutes not certified in your area
- Daily schedule
- Procedures used in the classroom/school
- List of students with special needs and how those needs are met
- List of students in each class who may be helpful
- Discipline procedures used in the classroom and throughout the school
- Supervisory duties (when, where, how)
- Leave the name and location of the person(s) to contact if help is needed
- Leave the name and location of the grade level chairs, department chairs, and other key people in the school
- Ask a building colleague to check with the substitute teacher periodically throughout the day and provide assistance for students who have significant behavioral issues or special needs.

The substitute teacher will:

- Arrive on time and remain 30 minutes past student dismissal time
- Follow any special directions given by the principal
- Implement the specific lesson plan provided by the regularly assigned teacher
- Ask for help whenever needed
- Ensure a positive classroom climate and follow the classroom/school discipline procedures
- Leave note for the regularly assigned teacher as to the progress made on the lesson for each class, behavioral issues, and problems encountered
- Return Substitute Folder and classroom keys to the Main Office
- Inform the principal when inadequate plans are left, there are behavioral issues, or problems are encountered

Substitute teachers will fill the vacancy for which they are assigned. In those cases where enough substitute teachers are not provided to the school by the district, skills of the substitute teacher and circumstances of the classroom should be considered before changing the substitute teacher's assignment. The principal should talk with the substitute before changing the assignment. Whenever possible, the principal will assign substitute teachers to the vacancies of greatest need.

SEA/SPS CONTRACT WAIVER REQUEST FORM

Building/Program: _____

Date of Request: _____
(Deadline: Must be into SEA & SPS Labor Relations by the 1st of the month.)

Contract: ____ Certificated: ____ SAEOP: ____ Paraprofessional: _____

Renewal: Yes: _____ No: ____

We are requesting to waive the following Articles and/or sections of the Collective Bargaining Agreement between SPS and SEA:

_____
_____
_____

VOTING: All Certificated, Parapros, and SAEOPs must be involved in this voting process. You will need 2/3 majority of the SEA represented staff (members and non-members) to approve the waiver.

Total SEA Represented Employees in Building/Program: _____
Certificated: _____
SAEOP: _____
Paraprofessional: _____

SEA Represented Employees Voting In Favor of Waiver: _____

SEA Represented Employees Voting Against Waiver: _____

Total number of SEA Represented Employees Voting: _____

Describe the intent of the proposed contract waiver:

_____
_____
_____
_____

What procedure did the staff use to vote on the waiver (secret ballot, show of hands, etc.?)

_____

SEA/SPS CONTRACT WAIVER REQUEST FORM (continued)

What was the nature of the dissenting opinion(s), if any?

_____
_____
_____

How many SEA Represented employees were directly involved in developing the contract waiver proposal? What was the nature of that involvement?

_____
_____

Waiver Contract Signature (Must be a SEA member)

School #: _____Home#_____
E-mail: _____

SEA Building Representative:
Signature: _____ E-Mail: _____
School #: _____ Home # _____

Principal or Designee Signature: _____
Phone #:_____ E-Mail_____
Recommendation: Yes _____ No _____

ACTION TAKEN

SEA: Date of Action: _____ Approved: _____ Not Approved: _____
If not approved, the reason:

_____
_____

SPS: Date of Action: _____ Approved: _____ Not Approved: _____
If not approved, the reason:

_____
_____

_____ _____
SEA President SPS Signature

CERTIFICATED EMPLOYEES ATTESTATION FORM TO RECEIVE A MAXIMUM OF 32 HOURS SUPPLEMENTAL PAY FOR EDUCATION TECHNOLOGY PROFESSIONAL LEARNING DURING THE 2019-2022 AGREEMENT

According to the 2019-2022 SEA-SPS collective bargaining agreement for certificated employees, all certificated employees are entitled to up to thirty-two (32) hours of extra pay, pro-rated by FTE, for technology-related professional learning in self-directed learning activities for each school year of the 2019-2022 agreement.

This extra pay supports district strategic goals in assuring high quality, multi-tiered systems of support, closing opportunity gaps, improving systems, and fostering community and family engagement. For each certificated employee to receive payment, the employee must have engaged in "professional learning associated with the integration of technology related to using data to improve instruction, using digital resources, managing instruction, leveraging technology for collaboration and communication, incorporating digital citizenship, and/or another personal professional learning in support of district or building initiatives."

To receive this additional 32 hours of pay, pro-rated by FTE, employees must complete the technology professional learning before August 31 of each year complete this attestation form and return it to Payroll before September 16 of each year. Once completed, please submit this form either in no less than 8-hour segments at a time, or in one complete submission, for a total of up to 32 hours.

Please retain a copy of this form for your records. You may be asked in an audit review to confirm the hours and work performed, which supports the extra payment.

A: Please check one or more boxes below to indicate the technology professional learning you engaged in during the school day, which required you to work above and beyond your regular work-day or the training you did outside of the school day. All learning activities should be **two hours** in length and will count for **two hours** of pay.

Guided Learning Activities – Digital Learning Schoology Online Courses
Clock Hour Eligible

☐ Explore your educator laptop
☐ The digital classroom
☐ Introduction to schoology
☐ Leveraging technology for collaboration
☐ Getting to know Office 365
_____ Total hours in guided activities for technology professional learning

Guided Learning Activities- Student Support Services Online Courses
Clock Hour Eligible

☐ Introduction to Homeroom
☐ Introduction to eVal

Suggested Self-Guided Learning Activities: (Not Clock Hour Eligible)

Improve Instruction and/or Deliver Student Services Using Data

☐ Student data portal (Homeroom) used to inform instruction
☐ Atlas to examine data trends
☐ Developed ad-hoc assessments using Schoology
☐ Delivering online interim assessment in Illuminate
☐ Managing grading in Power Teacher
☐ Managing an IEP using IEP Online
☐ Managing data with CareDox
☐ Managing data with EasyTrac
_____ Total hours to improve instruction or deliver student services using data

Using Digital Resources (materials, applications)

☐ Using digital resources to promote student achievement
☐ Using digital resources with students to produce information
☐ Using digital resources to design authentic learning opportunities
☐ Using digital adopted curriculum materials
_____ Total hours using digital resources for teaching and learning

Managing Instruction

☐ Organize instructional materials digitally
☐ Schoology: Take a course
☐ Schoology: Use and share teacher resources
☐ Schoology: Use with students
_____ Total hours to manage instruction with technology

Leveraging Technology for Collaboration and Communication

☐ Using Microsoft Teams, OneNote, SharePoint, or OneDrive to collaborate with peers
☐ Collaborate with Skype
☐ Creating online presence in Schoology or website
☐ Creating parent communication digitally
_____ Total hours to improve collaborating and communicating digitally

Leveraging Technology for Professional Growth and Development

☐ eVal Overview
☐ eVal Overview Deeper Dive
☐ Online professional development
_____ Total hours using digital tools for professional growth and development

Incorporating Digital Citizenship

☐ Preparing materials from Common Sense Media
☐ Developing lesson plans for Digital Citizenship
☐ Developing lesson plans for Acceptable Use of Internet
☐ Developing lesson plans for security and data privacy
_____ Total hours to incorporate Digital Citizenship into instruction

Personalized Professional Learning Using Technology (describe below)

☐ _____

☐ _____

☐ _____

_____ Total hours of personalized professional learning using technology

_____ Total hours completed on this form

_____ Total hours submitted

Need help? Coaching or group instruction in learning activities may be available. Please contact ragallardo@seattleschools.org
Technical issues? Please contact Techline@seattleschools.org

By signing this form, I attest that I have performed the above technology professional learning related to District needs equivalent to _____ hours. (Maximum 32 hours).

Print Name: _____

Location: _____Employee ID: _____

Signature_____

(By signing this form, I attest that I have fulfilled the requirements of Article IV of the Certificated CBA and that I have not been previously compensated for this training).

Article IV, Section F, of the 2019-2022 Cert CBA says:

For the duration of the contract, up to 32 hours of per diem pay is available to provide for self-directed technology professional learning. This extra pay supports educators who are engaged in the integration of technology related to using data to improve instruction, using digital resources, managing instruction, leveraging technology for collaboration and communication, incorporating digital citizenship, and/or another professional learning in support of district or guiding initiatives. This pay is pro-rated by FTE. See Appendix S for the Attestation Form.

Supervisor Signature: _____

Date: _____

You must turn in original forms no later than September 18. Please keep a copy for your records. Return to Payroll Services, MS 33-344

Special Education Relief Fund Request Form

CBA article IX, Section F. 2. a

The Relief Fund is provided to address needs for resources due to student complexity; headcount; unsafe environment; significant mobility issues; significant classroom dynamic; significant medical concerns; and significant transition issues for new students and to insure safety and effective learning environments for special education students.

Teacher: _____ Date of request: _____

School: _____

Principal:
_____

Program Specialist: _____

Check Level:
Preschool ___ Primary ___ Intermediate ___ MS ___ HS ___ Transition ___

What is your contracted Ratio (#of Students/#of Teachers/#of IAs): _____

What is your current Ratio? (#of Students/#of Teachers/#of IAs): _____

This is: _____first request for support from relief fund

_____ Review for extension of support

I am requesting the following type of staffing:

___ 1/2 time IA ____Full time IA

I am requesting support for: (Length of time) _____

_____
_____

Describe the concern or condition that has prompted this request (do not use students' names). Attach data and incident report forms (if applicable) to support this request.

Describe the strategies (including length of time) implemented addressing the concerns and/or conditions (i.e.: scheduling changes, modifications, behavior contracts). How have the strategies been successful or unsuccessful?

What administration and/or Special Education support (Program Specialist, Behavior Specialists, Supervisor) have you requested and/or received?

Signatures:

Teacher: _____ Principal: _____

Please send an attachment of the request to Special Education Relief Fund committee, at email taswanson@seattleschools.org. Make sure to cc your principal and program specialist.

Received_____Request No._____

Reviewed_____Status_____Comment_____

Reconsidered_____Status_____Comment_____

Staffing Recommended:

SUBSTITUTE INCIDENT REPORT

Today's Date: _____

Substitute: _____

☐ Certificated ☐ SAEOP ☐ Paraprofessional

School/Dept/Org: _____

Grade/Subject: _____

CONCERN / INCIDENT:

Date Incident Occurred: _____

Person(s) who reported the Incident: _____

Role of the person(s) who reported the incident:

☐ Staff ☐ Student
☐ Parent ☐ Volunteer
☐ Other: _____

Describe the Incident below:

ACTION TAKEN:

☐ Resolved at building level.

☐ Conference/meeting held with Administrator and employee to discuss concern. Advance notice given to the substitute of optional union representation.

☐ Administrator or manager has conducted investigation, requests employee no longer substitute at the school or department.

☐ Referred to Human Resources for follow-up.

_____ _____

Signature and title of Administrator reporting concern (Required) Date

_____ _____

Employee Signature Date

HR USE ONLY:

☐ Notify employee of complaint; provide copy of incident report; action being taken

☐ Referred to HR for investigation per Article III of the CBA

☐ Other: _____

Letter of Agreement
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Elementary Recess

This Memorandum of Understanding ("MOU") is entered into between the Seattle School District No. 1 ("District"), the employer of non-supervisory certificated employees, and the Seattle Education Association (SEA), the exclusive representative of non-supervisory certificated employees of the District.

1. All K-5 students will have at least 30 minutes of recess per day.
2. Recess time must occur within the student instructional day.
3. All building certificated non-supervisory employees will supervise recess as needed, excluding any duty-free lunch or planning time, on an equitable basis, consistent with Article IV, Section A, Number 3, Letter M.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

Memorandum of Understanding
between Seattle School District No. 1
and the
Seattle Education Association

Regarding: Consulting Teacher Evaluations

This Memorandum of Understanding ("MOU") is entered into between the Seattle School District No. 1 ("District"), the employer of non-supervisory certificated employees, and the Seattle Education Association (SEA), the exclusive representative of non-supervisory certificated employees of the District.

This proposal is intended to pilot a new evaluation process for PAR (Peer Assistance and Review) Consulting Teachers (formerly STAR and ESCT) in the 2018-2019 school year. The current evaluation process for Consulting Teacher does not currently align with the role of the CT.

All teachers hired into the PAR Consulting Teacher (CT) role have demonstrated distinguished classroom practice, which is required for the CT role. They must meet Career Ladder eligibility requirements in order to apply to become a Consulting Teacher. As such, for the term of their PAR Consulting Teacher (CT) work each CT will be on a Focused Evaluation cycle. This will be applicable to CT's, formerly known as STAR and ESCTs.

Per the RCW 28A.405.100(11), for Focused Evaluation (see RCW language below), the evaluation process for PAR CTs will be the following:

1. CTs will be evaluated using the Washington State Standards for Mentoring (created by OSPI, Beginner Educator Support Team - 2017) as the evaluation tool:
   - Standard 1: Learning-Focused Relationships
   - Standard 2: Reflective Practices
   - Standard 3: Adult Learning
   - Standard 4: Equitable Practices
   - Standard 5: Curriculum
   - Standard 6: Connection to Systems and Learning Communities

2. Four (4) Descriptions of Level of Practice:
   - Unaware
   - Developing Capacity
   - Consciously Competent
   - Flexibly & Fluently Competent

3. CTs will set a professional growth goal related to one standard, mutually agreed upon with the evaluator.

4. A final annual written evaluation based on the criteria of one of the Mentor Standards based on at least two observation periods during the school year totaling at least sixty minutes without a written summary of such observations being prepared. (see note 2 in RCW below)

5. Assessment Schedule: CTs are considered on schedule under the following assessment:

- 1st Year: at least at Developing Capacity in the standard of focus
- 2nd Year and beyond: at least at Consciously Competent in the standard of focus

6. If a CT is "off" schedule, the CT and evaluator will craft a growth plan and move the CT onto a Comprehensive Cycle, where a review of all six standards would apply.

Citation: RCW 28A.405.100(11)

(11) After a certificated classroom teacher or certificated support personnel has four years of satisfactory evaluations under subsection (1) of this section, a school district may use a ***short form of evaluation****, a locally bargained evaluation emphasizing professional growth, an evaluation under subsection (1) or (2) of this section, or any combination thereof. The short form of evaluation shall include* ***either*** *a thirty-minute observation during the school year with a written summary[1] or a final annual written evaluation based on the criteria in subsection (1) or (2) of this section and based on at least two observation periods during the school year totaling at least sixty minutes without a written summary of such observations being prepared[2]. A locally bargained short-form evaluation emphasizing professional growth must provide that the professional growth activity conducted by the certificated classroom teacher be specifically linked to one or more of the certificated classroom teacher evaluation criteria. However, the evaluation process set forth in subsection (1) or (2) of this section shall be followed at least once every three years unless this time is extended by a local school district under the bargaining process set forth in chapter[3]* 41.59 *RCW. The employee or evaluator may require that the evaluation process set forth in subsection (1) or (2) of this section be conducted in any given school year. No evaluation other than the evaluation authorized under subsection (1) or (2) of this section may be used as a basis for determining that an employee's work is not satisfactory under subsection (1) or (2) of this section or as probable cause for the nonrenewal of an employee's contract under RCW* 28A.405.210 *unless an evaluation process developed under chapter* 41.59 *RCW determines otherwise. The provisions of this subsection apply to certificated classroom teachers only until the teacher has been transitioned to the revised evaluation system pursuant to the district implementation schedule adopted under subsection (7)(c) of this section.*

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Special Education - Secondary Focus/Service Model 2

This Memorandum of Understanding ("MOU") is entered into between Seattle School District No. 1 ("District"), the employer, and the Seattle Education Association (SEA), the exclusive representative of employees of the District.

Seattle Education Association and the District are in agreement as to the following:

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 for the duration of this contract. Each year, 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.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Adaptive Physical Education (PE)

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

Programs:

1. Encourage secondary BLTs to set aside PE FTE to support partnered PE programs in their FTE allocation and/or building funds.

2. The Adaptive PE Team Lead will prioritize the program support through a Racial Equity Analysis Tool and equity tiering.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Assistive Technology (AT)

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

Alignment and Program Partnership:

1. Increase opportunities for Certificated and Classified staff to engage in professional development guided by the AT team.

2. AT team training with SLPs on implementation and use of AT devices when additional FTE is added.

3. Create framework/template/worksheet for school teams to complete before reaching out to AT team for consultation on AT devices.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Audiology

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

Program

1. SPS Special Education will explore adding an option on Individual Education Plan On-line (IEPO) to identify audiology services.

2. Through the Special Education Joint Labor Management, SEA and SPS will work to create a pathway for Audiologists to be recognized as part of school communities.

    a. SPS will include audiologists in school-based staff lists.
    b. Audiologist and audiology services will be included in regional and district SPED trainings.
    c. SPS will create a centralized list of all ESAs' (psychologists, audiologist, nurses, Speech Language Pathologists, Physical Therapists, Occupational Therapists.)
    d. Consider how to integrate audiology services into general education Tier one supports.

3. SEA and SPS will work to secure substitutes for Deaf and Hard of Hearing interpreters.

4. In order to improve efficiency, SEA and SPS will explore establishing a district wide screening team for hearing that will include audiologists, health services, and other clinical ESAs.

    a. Other clinical ESAs can be involved with screening teams if they have capacity and appropriate to their discipline.
    b. Include safe schools' module for general education staff to take the training on hearing loss screening.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

APPENDIX BB

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Counselors

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

Professional Development

1. SEA and SPS will convene a joint work group, to start in 2019-2020 and continue the length of the contract to develop and/or refine guidelines for:

    a. Ensuring counselors have professional development opportunities that are comparable to other educators in SPS.

    b. Ensuring the centrally-developed professional development opportunities for counselors meet the needs of these counselors.

    c. Onboarding process of new counselors.

    d. Mentoring of new counselors and counselors new to the district.

    e. Set parameters for what substitute counselors will do.

    f. How the secondary counselors work day will be structured to designate time during the school day to provide academic supports and ensure high school and beyond planning and social/emotional learning supports to be implemented in 2019-2020.

    g. Any recommendation on a district wide comprehensive school counseling program will be in accordance with Board Policy No. 2140 - Guidance, Counseling and Support Services and Superintendent Procedure No. 2140 - Guidance, Counseling and Support Services.

    h. Develop a plan for building and implementing mental health first aid and social emotional basics for staff.

    i. Develop shared understanding of what a district wide comprehensive school counseling program means.

    j. Clearly define the roles and responsibilities of school counselor/social worker.

Program

1. Joint Committee (SEA/SPS) will start in 2019-2020 and will continue the length of the contract, to look at standardizing elementary social/emotional learning supports (SEL) and programming. It will be charged with the following:

    a. Have a clear plan/curriculum/plus training for Tier I (universal) social/emotional learning K-12.

b. How to implement an SEL curriculum in all schools.

c. Create guidelines for coordinating with colleges and universities to have counselor interns working with counselors in high needs buildings.

d. Give guidelines on the continuity of care and services K-12 using ASCA (American School Counselor Association), WA State benchmarks and Castle bench marks.

e. Examine stipends for building-based counselors and social workers who take on more responsibilities by working on a trauma/natural disaster/crisis team.

f. SPS will support a FAFSA/WAFSA night in all high schools.

g. Facilitated process to support risers (support from pre-K, elementary, middle to high school)

h. SPS will supply information and marketing materials about pathways (Seattle Skills Center and ALE) and personal pathways.

i. In the absence of an advisory or homeroom program, administrators will work with middle and high school counselors to schedule time during the school day so that counselors may provide academic supports and ensure high school and beyond planning and support SEL.

j. Any social emotional curriculum will be evidence-based and normed on scholars of color.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Dual Language Immersion (DLI)

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

Create a Dual Language Committee that meets quarterly that will:

1. Review and make recommendations on K-12 DLI content allocation and literacy integration and on efficiently and appropriately aligning curriculum and resources.

2. Seek ways to promote a K-12 commitment to biliteracy.

3. Promote the recognition of Dual Language in curriculum adoption (such as ensuring copyrights allow for translation/adapting and/or adopting curriculum in partner languages, etc.)

4. Promote placing Dual Language on the agenda of Research and Evaluation in order to review DLI impact on gap closing, graduation rates, discipline rates, etc.

5. Advocate for Dual Language in report card design and other SPS systems decisions

6. Make recommendation for Dual Language professional development, such as on Open Educational Resources (OER), and effective use of early release time.

7. Make recommendations for supporting new teachers (two in same room, common prep, etc.)

8. Present timely recommendations to Superintendent's designee, such as:

    a. Allowing heritage speakers to offset attrition in all Dual Language schools, not just option.

    b. Student bus passes to enroll in DLI.

    c. Lifting of the District restriction on funds being used to purchase materials from other countries.

    d. Reduce barriers/increase access to neighborhood DLI programs by heritage speakers, former DLI students, etc.

    e. Promote engagement with community partners.

    f. Develop strategies for parent engagement, such as surveys.

    g. Ensure consistent language proficiency expectations for new teachers in dual language immersion programs.

    h. Explore partnerships with local universities.

i. Explore strategies to encourage more classified to certificated recruitment.

j. Promote hiring of more staff with target language skills, especially specialists, substitutes and SAEOPs.

The Committee will be composed of the following:

1. Represented by all three DLI pathways and their partner languages represented, and ideally all schools represented, by educators and appropriate central office administrations.

2. Secondary and elementary educators will have representation on the committee.

3. The International Education Administrator will sit on the committee.

4. ELL will also be represented on the committee.

5. When appropriate to the discussion, the Ethnic Studies Program and Department of Racial Equity will be represented on the DLI committee.

Support professional development and effective onboarding:

1. In 2021-2022, Curriculum, Assessment and Instruction and HR Professional Development will provide a minimum of $15,000 funds to support DLI needs in high needs schools using a Racial Equity Analysis Tool.

2. Create an application process for DLI professional development and program support:

   a. Fund for developing materials.

   b. Funds for setting up classrooms.

   c. Paid time in summer for Dual Language (professional development).

   d. Release time for Dual Language staff for professional development during the school year.

   e. Release time for new teachers

Additional program supports:

1. Expand IA classified to certificated program to include DLI IA's (to DLI Certs).

2. Explore the inter-relatedness of DLI and ELL work.

3. DLI teachers at secondary schools will not be encouraged to have more than three preps.

4. The DLI committee will explore and put forward recommendations of adding secondary FTE to address teacher workload and number of subject classes.

The committee will present an end of year report on progress and recommendations to the superintendent.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Early Release

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

TRAINING/PD

1. Joint training for all principals with building reps on the contract.

2. Provide training in the Racial Equity Analysis Training Tool and Equity Literacy to address specific needs of students.

3. Schools should collaboratively develop clear professional development plans based on the goals in their CSIPs.

4. Principals are invited and encouraged to attend all mandatory educator professional learning with their teams of educators (science adoption, math adoption, MTSS, Racial Equity Team, etc.) Principals are learning alongside the educators in the school.

5. Increase support for principals and BLTs to develop building-based clock hour programs.

STAFF MEETINGS AND ATTENDANCE

1. Buildings are encouraged to have IAs attend staff meetings.

2. Create a standardized expectation that all employees should be included in the building staff meetings.

3. Clarify expectations for certificated and classified substitutes on early release days.

4. Clarify that administrator can attend early release meetings; the agenda is created/driven by educators.

COMMITTEE

1. Create “Schoology” group where educators can post about professional development and resources.

2. Provide staff a current listing of other staff in common positions across district yet unique in a building to facilitate job alike opportunities (Office Manager, HS SEL Cert, PK IA)

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: English Language Learner (ELL)

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

ROLES/DEFINITIONS

1. Review and define the ELL handbook roles and responsibilities and align with the joint workgroup for 2019-2020 and communicate same with all stakeholders. Report back to the bargaining team.

2. Joint committee on bilingual relief fund (DSU) – clarify intent and process.

    a. Keep current language DSU - clarify appointment by SEA for SEA representation.

    b. The joint work group is tasked to examine resource efficiencies and consolidate different funding streams and supports.

    c. Provide professional development for general education staff to address bias/understanding of ELL students and services

WORK GROUP

1. Joint workgroup will include prioritized work focused on:

    a. Elementary contact person

    b. Factorization in staffing

    c. ELL program delivery

    d. Language Proficiency Assessment

    e. Ensuring compliance with state and federal law.

    f. Consider sunsetting segmentation extra support “performance funding” (funding no longer exists).

    g. The joint work group will explore better integrate and serve newcomer students at neighborhood school.

    h. Committee will explore staffing models based on student need through research-based models and racial equity lens.

    i. Revisit model language in CBA Article IX, Section J, #7

    j. Deadline for recommendations for CBA reopener in January 2020.

k. The work of the committee will begin the first week of October 2019.

l. The team will review the prioritized work, add tasks if need be, and set its tasks/timelines during the first meeting.

m. In the first meeting, the team will set the schedule of meetings in order to address the immediate CBA reopeners and establish longer term goals.

n. SEA and SPS will agree on utilizing the outside facilitator.

o. Clearly stated outcomes/bargaining proposals.

The committee will be comprised of:

1. One at each level of elementary, K-8, middle school, high school certificated teachers.

2. There will be at least three bilingual IAs.

3. At least two ELL coaches will be involved on this committee.

4. At least one general education teacher will serve on the ELL committee.

5. Principals that have significant ELL experience will be invited to the committee.

6. SPS will work to establish who the executive sponsor of the committee is.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Educational Staff Associates (ESA) Evaluation

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

1. Establish a workgroup tasked with revising the ESA evaluation process for the duration of the CBA.

2. Create a workgroup of Clinical ESAs to explore elements of PAR, PLT's, and peer feedback.

3. Any workgroup established will make recommendations to the appropriate supervisor or bargaining team.

4. Clinical ESA work group will meet every six weeks in the 2019-2020 school year to explore a peer review, support system.

5. ESA supervisors will be included and sit on this work group.

6. Each Clinical ESA group will be represented on the workgroup.

7. Ensure training (for supervisors) on ESA evaluation process.

8. Workgroup will include review of ESA rubrics to include racial equity in practice expectations, review eval process for racial equity.

9. Workgroup will explore creation of a managerial position to do ESA evaluations.

10. Workgroup will include looking at national standards of evaluation for each ESA group (Ex: AOTA, ASHA, NASP, APTA, Audiology).

11. Explore incorporating clinical ESA's in the eVAL system.

12. Workgroup will include review of ESA evaluation process, supports for new and struggling staff, looking at peer systems of support (ex: PAR), and manager position roles and responsibilities.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Libraries

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

The following will be considered for the makeup and focus of the group:

1. In 2019-2020, SPS will convene a joint SEA/SPS working group before December 2019, to study library funding and programming through the racial equity analysis tool, and to review and consider the work of the proposed "Library Funding Committee" as outlined below.

2. Through the life of the CBA, Libraries Funding Committee will collect, process, and share data to ensure the materials funding and FTE allocations in each SPS library are aligned with Board Policy No. 0030 – Ensuring Educational and Racial Equity and the 2019-2024 Strategic Plan goals.

3. Equal representation of SEA and SPS will comprise the committee, meeting at least every six weeks, with the expectation of small workgroup assignments between committee meetings. Because of the current interwoven complexities of SPS library funding and family/community funding, all families and parent groups will be invited to participate and receive transparent public communication as non-voting participants in the committee work.

4. Committee will consist of equal members of SEA and Central Office and PASS representation (6/6). SEA representation will consist of two elementary schools, two middle schools, and two high schools.

5. The contractual recommendations of this committee will be provided to the SEA and SPS bargaining team, and any subsequent bargaining teams within the five-year commitment. If any systemic barriers to educational justice are daylighted through the work of the committee, specific SPS departments will receive recommendations in order to immediately remove the barriers.

6. The committee will produce an annual Equity Audit that reports the staffing and materials funding amounts and sources in relation to each building's student demographics and quality of library collection, among any other data points that the committee deems necessary to provide a complete assessment of the primary committee goal.

7. The committee will commit to a five-year process in order to provide adequate time for assessing changes in the annual Equity Audits, implementing and assessing changes that remove barriers to educational justice, sharing findings and committee work publicly, and aligning with Board Policy No. 0030 – Ensuring Educational and Racial Equity and the 2019-2024 Strategic Plan goals.

8. Gold Book instructions will state that all schools will need to dedicate money from the budget to library collections. BLTs will use a racial equity analysis tool to determine the amount of that line item. (The library funding committee/workgroup will offer recommendations on the amount).

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Nurses

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

Program Supports

1. SEA and SPS agree to establish a Joint Labor Management (JLM) Committee in the 2019-2020 school year to address capacity and staffing issues.

    a. The Nurse Program Leadership Team (PLT) will refer issues that are outside the scope of their role to the JLM.

    b. SEA and SPS agree to reignite “Joint Labor Management Committee” to ensure issues arising from the Nurse PLT are escalated and addressed with decision makers.

2. SPS will establish a dedicated fund for medical screening equipment for access by nurses.

Professional Development and Supports

1. Work together (SEA/SPS) to develop a plan to offer CPR/First aid to staff serving students – developed in 2019-2020 to be implemented in 2020-2021.

2. Professional development will be offered that is focused on community stakeholder and cultural competency in non-western wellness practices.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Occupational Therapist and Physical Therapist

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

Support

1. All new ESA staff will have access to Professional Development.

    a. This will include all Racial Equity Training and gap closing strategies trainings provided by SPS.

    b. SPS will provide access to translators and interpreters for all ESA staff.

Caseload

1. PLTs for OT and PT ESAs will create equitable and systemic services consistent with American Occupational Therapy Association (AOTA) and American Physical Therapy Association (APTA).

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Personal Leave

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

1. Publish memo to notify staff/admin of change from 2 to 4 days (sick, personal).

2. Joint training (with Administrator, Administrative Assistant) to address bereavement, multi-school assignment, and reporting.

3. For educators who are out of leave, approval of unpaid leave will be handled by Human Resources.

4. Administrative teams will communicate clearly at the beginning of the school year the contractual parameters and professional expectations surrounding personal leave, including contract-compliant building best practices for taking personal leave days prior to holidays. These best practices will take the form of encouragement and explanation for that encouragement, not protocol or requirement.

    a. Staff taking personal leave, particularly on the days before or after holidays, are encouraged to confirm the dates of their absences with administrators and advise them of plans left for guest educators for advisory purposes only and not for approval.

    b. Staff will give as much notice of absence as reasonably possible.

    c. Personal leave must be used in ½ day blocks to allow for substitute coverage.

5. In 2019-2020, a Joint Work Group will address personal leave use, determine reasonable bumpers on high demand personal leave use days related to holidays and breaks resulting in unfilled sub assignment, cash out options/incentives and parameters for the use of personal leave. These recommendations will be implemented at the start of the 2020-2021 school year.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Pre-Kindergarten

This Memorandum of Understanding ("MOU") is entered into between Seattle School District No. 1 ("District"), the employer, and the Seattle Education Association (SEA), the exclusive representative of employees of the District.

Seattle Education Association and the District are in agreement as to the following:

Staffing Recommendations:

Utilize the reclassification process in the fall of 2019 to re-examine job measurements of the Pre-K instructional assistant position and if it aligns with special education instructional assistant position.

Developmental Pre-K has a coach to work with educators:

1. Access and communicate coaching opportunities for Pre-K that are aligned and standardized.

2. Explore a P-3 content framework to develop building practitioner capacity.

3. Explore a P-3, Teacher Leadership Cadre (TLC) to offer peer support.

Create Pre-Kindergarten Work Group that meets quarterly that will:

1. Establish clear goals and focus in the first meeting.

2. Report back to stakeholders and be clear when decisions are made.

3. Be guided by racial equity tools (Example: CRE/DREA tools, Board Policy No. 0030 – Ensuring Educational and Racial Equity) and will be open to all educators serving students ages 3-5 (ECSE, SPP, SPP+, HS, etc.) in its work.

Other Options:

1. Support student peer modeling in Developmental Pre-K by publishing options to students on Head Start waitlist and give enrollment assistance.

2. SPS will work to establish a Pre-K open house in support of parent schedules.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Program Specialist

This Memorandum of Understanding ("MOU") is entered into between Seattle School District No. 1 ("District"), the employer, and the Seattle Education Association (SEA), the exclusive representative of employees of the District.

Seattle Education Association and the District are in agreement as to the following:

Support

1. Provide opportunity for professional development for program specialists.

2. Develop a process to ensure equity in student placement decision using the racial equity analysis tool.

3. Provide funds for materials for Program Specialists.

4. Provide support and training when Program Specialists are engaged in legal/contentious cases.

Staffing

1. In 2019-2020, SEA and SPS will clarify the Program Specialists job description and examine establishing a caseload.

    a. Prioritize scope of job responsibilities (cut down on overlapping responsibilities).

    b. Clarify when extra time applies for program specialists.

    d. Explore distribution of workload for program specialists with recommendation for implementation in 2020-2021.

    e. Explore recruitment and retainment of educators of color (EOC) for Program Specialist positions.

    f. Joint Workgroup to look at overall stipends (including Program Specialist, SPED team leads, all stipends) aligned with job responsibilities.

2. Explore increase of both Program Specialist and FTE prioritized through the highest and racial analysis tool.

3. Clearly define procedure for coverage when a Program Specialist goes on leave of absence.

4. The program specialist team will share workload information to balance for equitable distribution.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Psychologists

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

Workload

1. A work group will be established to look at other districts' models for school psychologists' processes.

    a. This work group will look at the special education referral process and recommend processes to reduce inappropriate referrals.
    b. SEA/SPS workgroup formulating processes for reduction in evaluation/report writing job requirements.
    c. Clarification on Locally Determined Assessments (LDA) responsibilities for psychologists.
    d. Clarify role of Psychologists.
    e. Psychologists will collaborate with case managers to write FBAs if case manager requests support.
    f. Work group (sped, gen ed, sped admin, MTSS) will include additional stakeholders and will determine timeline of recommendations and action step: workgroup will set when they will meet and set timeline for their workgroup.

2. School psychologists will be invited to MTSS building teams.

3. School SPED teams will invite psychologists to manifestation meetings.

Caseload

1. At the start of the year, the PLT establishes caseloads with the supervisor or sped director present.

2. Psych PLT and SPED director will look at weighted formula to discuss allotment of FTE and include building based, PAT, private, compliance, transition, etc.

Professional Judgement

SEA/SPS will strive to ensure that evaluations done by psychologists will be devoid of external pressures.

Interns

1. Psychologist internships will be designed to be competitive and a pipeline toward becoming an SPS employee.

2. There will be compensation and opportunity within the district for employment for psychologist interns.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Racial Equity

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

1. Training & Support

    a. Racial Equity Literacy training, as a foundational best practice, will be available district wide in integrated spaces to all employees across the system.

    b. Joint trainings, implementation (Ex: racial equity learning tools and analysis tools) between administrators + district staff

2. Accountability

    a. DREA/CRE co-create self-assessment tool for RET and/or buildings programs, for RET teams to utilize at the beginning, mid, end of year review.

    b. Include antiracist work as part of the evaluation process.

3. Other

    a. Collaboration with the universities around racial equity and provide training for future educators.

    b. SPS and SEA will jointly work with DOTS and other departments to create anti-racist ways for students, families, and staff to indicate their racial identity. Example: a multiracial person can indicate multiple options to indicate their identity.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Hiring and Retaining Educators of Color

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

1. Hiring

    a. Mandatory PD for principals about hiring educators of color.
    b. Put in place policies and practices that increase educators of color in Title I schools.
    c. Re-evaluate the way we interview and hire staff of color.
    d. Hiring fair for external educators of color.
    e. Give staffing priority to hard to fill schools.
    f. Make available and communicate the availability of the exit survey, exit interview, and staying interviews.
    g. Review ESAs data on retention and create specific policy/plan on hiring ESAs of color (with input from CRE / DREA and ESAs).

2. Staff Support for EOG/Racial Equity

    a. Curriculum adoption committees will have racial equity training focused on how to use the racial equity analysis tool to make curriculum recommendations.
    b. Give staffing priority to hard to fill schools.
    c. Fund EOC community building and mentorship activities, such as an EOC affinity group, to bring people to support specific connection and mentorship opportunities for EOC.

3. Staffing

    Based on research, identify what options can be made available for more time to support educators working in high needs schools to provide time for collaboration, PLC work, and connections with students and families (building the community)

4. EOC Support

    a. Support secondary educators in getting endorsements in high needs area such as math, ELL, SPED.
    b. SPS/SEA create a plan to offer more frequent and more school site joint interview training opportunities.
    a. In order to have more students and families of color on school-based hiring teams, offer more SEA/SPS interview training at local schools.

5. Addressing Discrimination

    DREA and CRE will consult with the Joint Labor Management committee in the interest of generating proposals to redress and respond to microaggressions and other forms of identity-based harm.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

APPENDIX PP

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Safety, Security and Employee Responsibilities

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

Establish joint work group to revise and update Certificated, Article III – General Rights and Responsibilities, Section F, G, and H related to safety, security and employee responsibilities. (outdated terms lacking restorative justice and racial equity lens, and terms are no longer compliant with RCW and WACS). This work includes Paraprofessional Article III – Rights and Responsibilities, Section N and O and SAEOP Article III – Rights and Responsibilities, Section N and O. This work is to be completed in 2019-2020 for submission to SEA and SPS Board for approval for contract implementation in 2020-2021.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

APPENDIX QQ

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: School Employees Benefits Board (SEBB) Program

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

1. Effective September 1, 2019, the District shall follow the provisions located in:
   - the Certificated contract Article VII – Employee Benefits and Protection, Section A - Group Insurance Provisions;
   - the Paraprofessional contract Article IX – Salary and Financial Provisions, Section B – Group Insurance Provisions, and;
   - the SAEOP contract Article IX – Salary and Financial Provisions, Section C – Group Insurance Provisions with the following exceptions:

   Monthly medical insurance premium deductions will be made in accordance with provisions located in:
   - the Certificated contract Article VII – Employee Benefits and Protection, Section A – Group Insurance Provisions;
   - the Paraprofessional contract Article IX – Salary and Financial Provisions, Section C – Payroll Deductions, and;
   - the SAEOP contract Article IX – Salary and Financial Provisions, Section D – Payroll Deductions.

2. Effective January 1, 2020, the:
   - Certificated contract Article VII – Employee Benefits and Protection, Section A – Group Insurance Provisions;
   - the Paraprofessional contract Article IX – Salary and Financial Provisions, Section B – Group Insurance Provisions, and;
   - the SAEOP contract Article IX – Salary and Financial Provisions, Section C – Group Insurance Provisions shall be replaced with the following:

   a. School Employees Benefits Board (SEBB) Program

      The District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance programs as adopted in the Statewide Collective Bargaining Agreement for all employees who meet the eligibility requirements outlined below.

      SEBB will implement the Statewide Collective Bargaining Agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

      Benefits presently offered by the District through the SEBB include but are not limited to:

      - Basic Life and Accidental Death and Dismemberment insurance (AD&D)
      - Basic Long-term Disability
      - Vision

- Dental including orthodontia; and
- Medical

Employees are eligible to participate in the SEBB-offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance. When available through SEBB, employees will be able to utilize payroll deduction for any supplemental insurance in which they choose to enroll through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.)

b. Dependent Coverage

Legal spouses, state-registered domestic partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support are dependents covered within the SEBB programs.

Upon moving to the new plan, should an employee have dependents who were covered as of December 31, 2019, but who no longer qualify for coverage under SEBB, the employee will have the opportunity to enroll these dependents at the employee's cost for a period up to 36 months. Such payments will be made through payroll deduction by the district and paid to the HCA for this purpose.

c. Eligibility

All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All employees who were working 630 hours during the 2018-2019 school year and continuing to be employed at the same FTE or greater, shall be anticipated to be work 630 hours or more in the 2019-2020 school year and shall be deemed eligible for full benefit coverage under SEBB Resolution 2018-36 based on all work hours in any position within the district during the school year shall count for purposes of establishing eligibility.

Employees whose eligibility is presumed based on SEBB Resolution 2018-36 regarding hours worked in the previous two (2) school years shall be offered benefits. Employees who are hired after September 1 but are anticipated to work 630 hours or more the following year shall be offered benefits coverage based on SEBB Resolution 2018-32 regarding "mid-year hires."

Employees who are on paid leave status will have their paid leave hours count toward eligibility.

The District shall notify the Association and the parties shall review the circumstances of any eligible employee on unpaid leave whom the District anticipates will become ineligible for benefits due to the unpaid leave status. Such notice and review shall occur reasonably in advance of any action by the District to terminate benefits to the affected employee(s).

d. Collaborative Review Process

The District shall provide the Association with reports upon request regarding employees the District deems ineligible for benefits. The District will provide any information requested by the Association regarding the reasons for such ineligibility.

e. Benefit Enrollment/Start

Benefit coverage for new employees will begin the first day of the month following the first day of work when it is anticipated that the employee will work 630 hours, except during the month of September when the employee's benefit coverage will begin in September if the employee meets the eligibility criteria.

f. Continuity of Coverage

When a new employee was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if the employee is anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets the eligibility criteria during the school year, the employee shall be offered benefits coverage beginning in the month following this establishment of eligibility.

g. Benefit Termination/End

Any employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion after the school year, SEBB rules will govern the termination of benefit coverage.

h. Legislative Changes

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits or makes changes to the insurance coverage provisions, either party can reopen this agreement for negotiation over the changes to the extent permitted by law.

i. Joint Monitoring Committee

The parties therefor agree to the following:

- Meet on a regular basis to assess the impact of the transition on staff;
- Problem solve around barriers or challenges to the transition;
- Reach mutual agreement on resolution to identified challenges or impacts.

It is the intent of the parties that any agreements reached through this process will be added to the contract as an approved MOU between SEA and SPS.

j. Additional Issues

With proof of insurance, an employee may decline coverage through the SEBB and therefore not have any payments or premiums deducted from their pay for this purpose.

All of the provisions of Section Article VII – Employee Benefits and Protection, shall be interpreted consistent with the rules and regulations of the SEBB.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Special Education

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

1. **PROFESSIONAL DEVELOPMENT/MTSS/RACIAL EQUITY**

   a. SEA and SPS will explore the October TRI day to be used for sped trainings in 2019-2020 for implementation in 2020-2021. This will include ESA specific trainings and inclusive practices for general education educators. SEA and SPS will coordinate this work.

   b. Provide universal/mandatory training on use of racial equity analysis tool when discussing placement of students into services

   c. Provide professional development co-created by SEA and SPS for special education staff on the services for students with disabilities, racial equity and flexible staffing concepts in support of using resources efficiently.

   d. SPS will offer/promote/advertise WEA SPED trainings.

   e. SEA and SPS co-create basic training for sped staff in behavior interventions, modifications, systems etc. that is provided throughout the school year.

   f. Implement mandatory training that partners with SEA for all SPS staff (gen ed, sped, IA) on services for students with disabilities, racial equity and flexible staffing concepts in support of student needs

2. **OTHER SUPPORT**

   Explore providing cell phones for certificated staff involved in legal cases, or itinerant assignments, or special circumstances.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Special Education, Nursing, ESA Team Lead

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

Team Lead Positions

1. Team Lead Requirements and Term Limits

    a. All team leads will serve at least one full day per week in a building-based assignment as a primary ESA separate from their assignment as a team lead.

        1) Each of the ESA disciplines will determine the characteristics of what it means to have "primary ESA" status in their individual discipline.

        2) Each of the ESA disciplines and may decide to require a building-based assignment beyond the minimum of one full day, as appropriate to fit their definition of "primary ESA."

    b. Team Lead positions will have a term-limit of 5-years. Following this term, the position will be reopened.

    c. Each discipline will work seek and encourage new applicants to expand leadership development within their discipline. However, there is no limit to the number of consecutive terms an educator may serve as a team lead.

Ongoing Professional Growth for ESAs

1. Team Leads and Nurse Coordinator will coordinate support through staff meetings, discipline-specific professional development and as a response to specific individual requests.

2. Team Leads and Nurse Coordinator will coordinate the work of CLT ESAs and Program Mentors to ensure that support provided is targeted and aligned with the discipline-specific professional development and best practices.

3. All mentoring and focused support will be guided by the Washington State Standards for Mentoring.

Evaluation Support

1. Team Leads/Nurse Coordinator will provide and/or coordinate appropriate evaluation support for any ESAs with continuing contracts who are not yet meeting the performance schedule.

2. The PAR Coordinator in Human Resources will help to identify any ESAs in need of intervention support and will notify both the Team Lead/Nurse Coordinator and evaluator.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Speech Language Pathologists (SLP)

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

Wednesday Early Release and Training

In the interest of increasing job-alike training options; Special Ed administrators and ESA team leads will work on an early release calendar to identify similar expectations on early release days and location ideas for those meetings.

Training

1. Dedicated money available for SLP and IEP team members to access specialized training (outside of district provided) as a team.

Program Supports

1. New SLP staff will receive AAC training.

2. In the 2019-2020 school year, SEA and SPS will collaborate to clarify overages for all clinical ESA groups in JLM.

3. SLP PLT will monitor and plan for FTE staffing when the District becomes aware of new programs, Special Ed administration will communicate new programming to PLTs (including Dev. preschools, and SPP, SPP+ programs).

4. SPS agrees to actively work on recruiting and retention of SLPs of color.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Substitute General and Filling High Need Substitute Positions

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

Compensation

1. In the 2019-2020, SEA and SPS will identify worksites and positions historically impacted by absences (for example; which sites cannot secure substitutes).

    a. SEA and SPS will have quarterly meetings where the worksites and positions that are impacted by unfilled absences will be discussed and plans made to address these unfilled positions.

2. The Substitute Joint Labor Management (JLM) will determine the parameters of a pilot project aimed at incentivizing substitutes to work in hard-to-fill jobs. Roll out by the beginning of the 2020-2021 school year.

Professional Development

Convene the advisory professional development committee focused on all substitute paraprofessional FTE and substitute SAEOP FTE.

Evaluation

1. A committee will work during the 2019-2020 school year with SEA leadership to explore how to update the substitute evaluation to be more relevant to current practice/TPEP.

2. Clarify rules about how long a substitute should be in a position and receive an evaluation (and how that is communicated).

Time Keeping/ Pay Validation

1. SPS will create a project timeline with milestones for the pay stub detail project, which will be a standing item on the Substitute JLM monthly meeting to provide updates - plan to be developed during 2019-2020 school year. Implementation will include option for substitutes to receive a written report.

2. SPS will create a project timeline with milestones for the electronic time keeping project, which will be a standing item on the Substitute JLM monthly meeting to provide updates on progress - plan to be developed in 2019-2020 school year.

Sick Leave

Substitute JLM group will explore how to implement 1:20 sick leave accrual for all educators.

Other

1. Operationalizing long-term certificated and classified substitute in various sub-specific positions will be discussed in Substitute JLM and monitored for adjustment.

2. Substitute JLM will discuss suggested ways to address substitute reassignment.

3. Create senior substitute category for classified substitute with appropriate benefits (higher pay, sick leave accrual).

4. In the 2019-2020 school year, SEA and SPS will allow SEA represented staff to secure their own substitute.

5. SEA and SPS will work to recruit ESA substitutes including nurses.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Vision

This Memorandum of Understanding (MOU) is entered into between Seattle School District No. 1 (District), the employer, and the Seattle Education Association (Association), the exclusive representative of employees of the District.

The Association and the District are in agreement as to the following:

Staffing

1. In Special Education Joint Labor Management (JLM), SPS and SEA will examine equalizing Orientation and Mobility ratio of 12:1 to match the teacher of the visually impaired ratio of 18:1.

2. Clarify how team lead FTE is allotted in Special Education JLM Committee in 2019-2020 school year.

Work location

SEA and SPS will work together at Special Education JLM to establish a “home place” for visually impaired students that fosters community and learning. The following will be referred to Special Education JLM:

1. Ensure community engagement for/with students and families receiving Vision services.

2. Ensure workspace for Vision teachers and Braillists.

3. Vision program will have one room reserved for service delivery and to center the program (as a HUB).

4. Provide site-based supports for students and staff who have visual disabilities.

Braillists

1. Braillists will not be assigned to site duties (similar to SPED IAs).

2. Based on the needs of the student, SPED IAs can act as 1 on 1s for students with vision impairments.

3. Clarify role and responsibilities of Braillist in Special Education JLM in serving students, preparing materials and providing supports.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement.

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
THE SEATTLE EDUCATION ASSOCIATION

Regarding: Dropping Substitute Assignments

The Seattle Public Schools (SPS) and the Seattle Education Association (SEA) enter into this memorandum of understanding in order to memorialize mutually agreeable arrangements for utilizing new technology in managing the filling of classified and certificated vacancies with substitutes consistent with the best interest of students and employees in accordance with the following will guidelines:

1. Should a cancellation by the school or the District of a certificated substitute assignment within 12 hours of the assignment's start time be necessary, the certificated substitute may select another assignment or have the option of four (4) hours of pay should they choose not to accept another assignment. Should a cancellation by the school or the District of a classified substitute assignment within 12 hours of the assignment's start time be necessary, the classified substitute may select another assignment or have the option of three and one-half (3 ½) hours of pay should they choose not to accept another assignment.

2. A certificated or classified substitute who has accepted an assignment through the Aesop system may cancel or drop that assignment through the system up to 12 hours before the substitute assignment begins and select a new job through the system.

3. A certificated or classified substitute who has accepted an assignment through the Aesop system and cancels or drops that assignment within 12 hours of the start time of the assignment, or who fails to show up for the substitute assignment as scheduled, may not select another substitute assignment for the first day of the substitute assignment which they either cancelled, dropped or failed to appear for. It is understood that unavoidable situations, like a personal emergency, illness or the like, may at the last minute prevent a substitute from fulfilling an assignment that was accepted. If the emergency is resolved, the substitute may contact the Substitute Office to be assigned a job for that day, if one is available.

4. SPS may program its automated substitute scheduling system to function in accordance with the foregoing guidelines.

The terms of this MOU must comply with state and federal laws.

This memorandum shall become effective upon execution of this Agreement