9-1-1988

Seattle School District No. 1 and Seattle Education Association (1988)
Seattle School District No. 1 and Seattle Education Association (1988)

Location
Seattle, WA

Effective Date
9-1-1988

Expiration Date
8-31-1990

Number of Workers
2800

Employer
Seattle School District No. 1

Union
Seattle Education Association

NAICS
61

Sector
Local government

Item ID
6178-008b184f005_04

Keywords
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments
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COLLECTIVE BARGAINING CONTRACT
between
SEATTLE SCHOOL DISTRICT NO. 1
and
SEATTLE EDUCATION ASSOCIATION
1988-90

Published by
Seattle School District No. 1
SEATTLE EDUCATION ASSOCIATION

Executive Committee:

John Carl Davis, President
Michael W. Priser, Exec. Vice President
Mary Cook, Treasurer
Rick L. Oglesby, Executive Director
Wesley C. Harris, Ass't Exec. Director
Donna E. Lurie, Assoc. Exec. Director

Nancy A. Burke          Michael D. McKinnon
Catherine A. Butler    Norman W. Ose
Marianne Bratsanos    Virginia A. Patton
Leonard Dawson, Jr.    Carol J. Reed
Hugh D. Denwiddie      Leland F. Scifers
William L. Ewing       ElDoris Turner
Gilberto Hedges-Blanquez Rae L. Turner
Patricia E. Johnson    Arlene VanderKlomp
Susan E. Kaiser        Serena M. Wayman
Janet L. Lewis         John M. Welsh
Kumroon Maksirisombat   Verleeta M. Wooten

SEA Negotiating Team

Rick L. Oglesby, Chief Negotiator
Donna E. Lurie, Assoc. Exec. Director

Nancy A. Burke          Virginia A. Patton
William L. Ewing       Michael W. Priser
Nita V. Hays-Amodeo    Cheryl E. Rodway
Joel W. Hollingsworth  Marguerite J. Spearman
Cathron L. Hue-Ray     Sylvia M. Sutton
Patricia E. Johnson    Arlene VanderKlomp
Ilsa L. Nolan          Carol L. Wakefield
Ida L. Ott             Verleeta M. Wooten

SEATTLE SCHOOL DISTRICT NO. 1

Board of Directors:

Ellen J. Roe, President
T. J. Vasser, Vice-President
Kenneth H. Eastlack
Michael R. Preston
Connie Sidles
Marilyn S. Smith
Elizabeth Wales

Superintendent:

William M. Kendrick

SSD No. 1 Negotiating Team:

Tom R. Schmidt, Chief Negotiator

James E. Alexander
Robertta M. Barnhart
Susan M. Byers
Kenneth C. Dorsett
Sharon L. Green
Michael D. Mortenson
I. June Oren
Edward Lee Vargas

In witness whereof, the parties hereto have executed this Contract this 6th day of October, 1988.

John Carl Davis, President
Seattle Education Association

William M. Kendrick, Superintendent
Seattle School District No.1

Tom R. Schmidt, Director
Department of Labor Relations
Seattle School District No.1
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COLLECTIVE BARGAINING CONTRACT  
between  
SEATTLE SCHOOL DISTRICT NO. 1  
and  
SEATTLE EDUCATION ASSOCIATION  
1988-90 

PURPOSE 

This Contract is entered into this 1st day of September, 1988, by and between the Seattle School District No. 1, hereinafter called the "District," and the Seattle Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the District and the Association share the goal of providing optimal educational opportunities for the children of this District, and

WHEREAS, the achievement of that purpose can only be realized through the employment of qualified and dedicated employees who earnestly accept their responsibilities and whose rights and needs are acknowledged by the District, and

WHEREAS, the achievement of that purpose can only be realized when employees contribute their particular professional experiences and skills in a meaningful way to the program-building processes, and

WHEREAS, the District and the Association, 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, and

WHEREAS, the District and the Association have reached certain understandings which they desire to confirm in this Contract,

It is hereby agreed as follows:
ARTICLE I: RECOGNITION AND AGREEMENTS

SECTION A: Status of the Agreements

1. The District recognizes the Association as the exclusive representative of certificated non-supervisory educational employees as defined in Chapter 41.59 RCW under the following titles: teacher; substitute teacher; counselor; librarian; social worker; psychologist; nurse; occupational therapist; physical therapist; speech hearing therapist; vocational instructor; certificated classroom traffic education instructor; and excluding the chief administrative officers of the District, 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 Seattle Education Association unit. All duties of the kind customarily performed by such certificated non-supervisory educational employees operating under the direction/supervision of District personnel shall be performed only by SEA bargaining unit personnel, except by mutual agreement of the District and the Association. Persons rendering non-compensated voluntary service and/or short-term staff consultants are excluded from the bargaining unit.

2. When used herein the term "employee" shall refer to a certificated non-supervisory educational employee represented by the Association as defined in item 1 above.

3. Throughout this Contract certain rights are accorded to and certain functions are ascribed to the Association. These rights and functions shall be considered inherent in recognition of the Association as the legal representative of employees, and not rights and functions common to all organizations of certificated employees. The Association 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 Contract and the right of representation in formal grievance hearings of employees pursuant to the provisions of the Grievance Procedure. The rights granted herein to the Association in accordance with law shall not be granted to any competing employee organization.

4. Individual contracts for employees shall be in conformance with 28A.67.070, 28A.67.074, and 28A.67.900 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 Contract.

5. The District will appropriately maintain and/or modify District policies, rules, regulations, procedures and/or practices in order to implement the provisions of this Contract.

6. If any provisions or any applications of this Contract to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting 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 Contract. Adjustment or modifi-
ARTICLE I: RECOGNITION AND AGREEMENTS

cation of any provisions of this Contract found to be contrary to law will be subject to bargaining provisions of Chapter 41.59 RCW. This Contract may be altered, changed, added to, deleted from, or modified only in writing following the voluntary, mutual consent of the District and the Association. Neither party shall be required to negotiate or bargain on any issue during the term of this Contract, except as otherwise provided in this Contract.

7. Policies, rules, regulations, procedures and practices of the District in effect on the effective date of this Contract dealing with matters of wages, hours, and terms and conditions of employment, published by the District in the form such as the HANDBOOK FOR CERTIFICATED PERSONNEL, and not in conflict with the provisions of this Contract shall remain in full force during the term of this Contract, unless modified by mutual agreement of the District and the Association. The District reserves the right to make, adopt, and implement other policies, rules, regulations and procedures not in conflict with this Contract.

8. The term of this Contract shall be for two (2) years, effective 09/01/88 and shall continue in force through 08/31/90, provided that item VI-R-2-f may be subject to renegotiation. There is no automatic renewal or continuation of this Contract nor any part thereof, except as may be mutually agreed and ratified by the parties in accordance with Washington law and Administrative Code Regulations.

9. Copies of this Contract entitled "Collective Bargaining Contract between Seattle School District No. 1 and the Seattle Education Association for 1988-90" shall be printed by the District after the Contract has been ratified and signed, and shall be distributed by the Association, to all certificated non-supervisory employees represented by the Association.

a. The first draft of the Contract shall be submitted to the Association for proof reading within thirty (30) working days after the final tentative agreements have been ratified by the members of the Association and the District's Board of Directors. The Association will complete proof reading(s) of the Contract drafts within ten (10) working days of receipt.

b. Contracts shall be printed and distributed to employees within thirty (30) working days following completion of the final proofing by the Association.

c. The District shall make Contracts available to applicants and shall distribute Contracts to all newly employed certificated non-supervisory employees.

d. The cost of printing the Contract shall be borne by the District.

e. The cost of distributing Contracts to current employees shall be borne by the Association.
ARTICLE I: RECOGNITION AND AGREEMENTS

f. The timelines set forth above may be extended by the mutual agreement of the District and the Association.

10. Unless otherwise provided herein, this Contract shall not be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from individual salaries or employee benefits.

11. No later than 04/15/90, the Association shall present to the District all written contract proposals for collective bargaining on a successor contract. Collective bargaining shall be conducted at the times mutually agreeable to the bargaining team named by each party, provided, however, that the first meeting shall be held within fifteen (15) working days of receipt of written contract proposals from the Association. Representatives of the Association and the District shall meet at reasonable times and shall bargain in good faith in an effort to reach agreement with respect to the wages, hours, and terms and conditions of employment as provided in Chapter 41.59 RCW.

12. Except as otherwise provided in this Contract, this Contract is complete in and of itself and sets forth all terms and conditions of all the agreements between the District and the Association pursuant to Chapter 41.59 RCW.

SECTION B: Payroll Deductions

1. It shall be an exclusive right of employees who are members of the Association and who are covered by this Contract pursuant to item I-A-1 of this Contract, within thirty (30) days of employment and/or actively going to work, to sign and deliver to the Association an assignment authorizing payroll deduction of membership dues and/or fees in the Association and to state and national organizations with which it is affiliated. Such authorization shall then be submitted to the District Payroll Office by the Association. The District Payroll Office shall process the authorization to make it effective at the earliest payroll period, and no later than forty-five (45) days after submission of the authorization by the Association to the District Payroll Office. This authorization shall be on a continuing basis. A table of prorated annual dues and/or fees shall be supplied by the Association to the District Payroll Office for use with new employees who join the corps during the year.

2. Authorization by employees for dues and/or fees to the Association shall continue in effect unless such authorization is revoked by formal notice in writing which is delivered to the District Payroll Office by the certificated employee who will also deliver or mail a copy of the formal written revocation to the Association. Such revocations of dues deductions may be made at the end of the Association's dues period on 10/01 of each year and/or at the end of the Contract, 08/31/90.

a. 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...
ARTICLE I: RECOGNITION AND AGREEMENTS

of membership is a binding condition for authorizing payroll deduction and that exceptions during the year will be based on hardship or emergency and shall be adjudicated by the Association.

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

3. The deduction of membership dues and/or fees shall be made monthly for regular warrants. The District agrees to remit monthly all monies so deducted to the Association accompanied by a list of employees from whose pay the deductions have been made. The Association shall be responsible for remitting a portion of dues and/or fees to the state and national organizations with which it is affiliated when such dues have been authorized by the employee on an assignment of payroll deduction. The District shall be absolved by the Association of all responsibility for accuracy and accounting of state or national professional organization dues and/or fees.

4. Employees who are members of the Washington School Employees Credit Union may authorize payroll deduction for Credit Union activities by presenting an authorization for such deductions to the Credit Union.

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

SECTION C: Association Security

1. It is recognized that the negotiations and administration of this Contract entail expenses which appropriately are shared by all employees who are beneficiaries of this Contract. The terms and conditions of this Contract in regard to Association membership or the payment of an agency shop fee or alternatives as provided in accordance with Chapter 41.59.100 RCW are set forth below.

2. New employees (i.e., hired after 07/01/76) may elect to become members of the Association or may pay an agency shop fee equivalent to the dues of the Association. New employees who fail to authorize payroll deductions will have the agency shop fee deducted from their salary and paid to the Association, pursuant to Chapter 41.59 RCW. Employees who were nonrenewed in 04/76 due to lack of funds will be considered continuing employees for the purpose of this Section.

3. An employee who is a member of the Association on 07/01/76, shall thereafter maintain his/her membership in good standing in the Association during the
ARTICLE I: RECOGNITION AND AGREEMENTS

life of this Contract or pay an agency shop fee equivalent to the dues of the Association, pursuant to Chapter 41.59 RCW.

4. Individuals who were employees of the District but not members of the Association on 07/01/76, shall be exempted from the maintenance of membership and agency shop provisions of this Section. Such exemptions shall continue as long as such employees remain employees of the District.

5. In order to safeguard the right of employees based on a bona fide religious objection, the teachings or tenets of a church or religious body of which such employee is a member, said employee may pay an amount of money equivalent to the agency shop fee to a non-religious charity designated by the Association, pursuant to Chapter 41.59.100 RCW.

6. The Association agrees to indemnify and save the District harmless against any liability which may arise by reason of any action taken by the District to comply with the provisions of the Section above, including reimbursement for any legal fees or expenses incurred in connection therewith. The District agrees to notify the Association promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of this item and, if the Association so requests in writing, to surrender claims, demands, suits or other forms of liability.

7. Membership in the Association, the legally recognized organization authorized to negotiate with the District, shall be in compliance with Chapter 41.59 RCW and membership shall be nondiscriminatory with regard to race, creed, religion, sex, marital status, age, handicap, or national origin.

8. The District shall furnish the Association a listing by name of all employees employed by the District and their school location by September of each year. A list of corrections and changes to this list shall be furnished to the Association at monthly or other agreed-upon periods thereafter.

SECTION D: Leave Provisions for SEA Officers

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

2. Leave Provisions for Officers

   a. The president and executive vice-president of the Association shall be provided leave for the school year for which he/she is elected, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to the District.

   b. A specific substitute will be provided for the executive vice-president of the Association when he/she has not been placed on leave for the school year.

   1) The Association may specify the substitute to be provided and shall reimburse the District, on a monthly basis, for all associated costs;

   2) The substitute specified by the Association must meet with the approval of the direct administrative supervisor; and,

   3) Such substitute will be provided in accordance with the provisions of Article III-E of this Contract.

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

3. Special Requests for Released Time

   a. Requests by the Association for District 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 District. Copies of written requests for released time shall be presented to the Department of Labor Relations, Personnel Services, and administrative supervisors as soon as possible, but not less than three (3) working days prior to the date of release. Such requests will be reviewed by the District, and when released time is provided it shall be subject to reimbursement to the District for the cost of any necessary substitute.

   b. Requests by the Association for alternate or additional individual District 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 District. Written requests for released time shall be presented to the Department of Labor Relations, Personnel Services and administrative supervisor as soon as possible, but not less than three (3) working days prior to the date of release. Such request will be reviewed by the District, and when approved the
ARTICLE I: RECOGNITION AND AGREEMENTS

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

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

5. Conditions for Released Time

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

SECTION E: Non-Reprisal Agreement

1. The Board of Directors of Seattle School District No. 1 will take no reprisals against any employee as a result of participation in the work stoppages which began on 09/07/76 and ended on 09/21/76; which began on 09/05/78 and ended on 09/27/78; and, which began on 09/03/85 and ended on 09/30/85; provided that employees will not be paid for work days missed during the work stoppages.

2. The Seattle Education Association and its members will take no reprisals against any employee of the Seattle School District No. 1 for non-participation in or non-support of the work stoppages which began on 09/07/76 and ended on 09/21/76; which began on 09/05/78 and ended on 09/27/78; and, which began on 09/03/85, and ended on 09/30/85.

SECTION F: Special Education Relief Fund

1. 1988-89 and 1989-90 Joint Committee re: Special Education Direct Service Units (DSUs)

a. A joint committee shall be convened for the 1988-89 and 1989-90 school years to review staff requests and make recommendations for expenditure of funds appropriated for the purpose of this Article I-F.

b. The Committee shall be appointed by no later than 10/01 of each year and shall be composed of four (4) representatives appointed by the District and four (4) representatives appointed by the Association.

c. The Committee shall hold its first meeting by no later than 10/15 of each year and shall continue to meet on a prearranged schedule agreeable to the Committee members.
ARTICLE I: RECOGNITION AND AGREEMENTS

2. 1988-89 and 1989-90 Relief Funds: The District will provide a fund of $300,000 during each year to alleviate problems beyond regular baseline staffing in the area of Special Education self-contained/resource classrooms and to provide assistance when related services personnel have excessive caseloads. The following procedures shall apply for the identification of problems and recommendation of proposed resolution:

a. Problems associated with employee workload, as identified by a certificated non-supervisory employee serving handicapped students, 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 03/02 of each year, refer the problem(s) to the Joint Committee, item 2 above.

c. Recommendations of the Committee shall be made to the appropriate Zone Administrator, with the final decision to be made by the Superintendent.

   1) All Committee recommendations for additional staff must be received by the appropriate Zone Administrator by 03/16 of each year.

   2) Costs associated with the final decision shall be made from the above-referenced fund.

ARTICLE II: GENERAL RIGHTS AND RESPONSIBILITIES

SECTION A: Administrative Responsibility and Authority

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

SECTION B: Responsibilities of Employees

The roles and responsibilities of employees under their basic contracts with the District are designed to meet the established District goals and objectives and the needs of instructional programs for students. They include the following:

1. The exercise of the following kinds of responsibilities: a) teaching, b) counseling, c) supervising, d) disciplining, e) communicating, f) planning,
ARTICLE II: GENERAL RIGHTS AND RESPONSIBILITIES

g) self-improving, h) managing, i) reporting, j) record keeping, and k) evaluating.

2. As professional staff members, all employees are expected to perform certain duties that contribute to the activity program, to the guidance program, and to the good climate and efficient operation of the school. In addition to the specific assignment of classroom instruction or other building duties, each teacher is expected to assume his/her fair assigned share of responsibility for the operation of the school, the guidance and counseling of students, and the sponsorship and support of the student activity program.

3. Each employee shall share responsibility with the total building staff, including building administration, for supervision and discipline and for maintenance of order.

4. Teachers are responsible for assigning and evaluating the work of students, based upon specific objectives, and for returning such evaluations to students promptly.

5. Teachers shall make the initial effort for contact with a student's home when, because of continuing attendance and/or discipline problems, or academic achievement, it is determined to be in the best interest of the student. Should the student's problems persist, the building principal/program manager and the teacher will collaborate in an effort to correct the student's deficiencies.

   a. This contact is not to take the place of the procedural contact made daily by the buildings on student absences.

   b. Substitutes in short-term assignments shall not be responsible under this Article II-B-5.

   c. Nothing in this Article II-B-5 shall be interpreted as to add to/subtract from the rights and/or responsibilities employees have under the remainder of Article II-B or Article II-I of this Contract.

6. Teachers are responsible for the evaluation of each pupil's educational growth and development and for providing periodic reports to parents and/or guardians, appropriate administrators and/or staff.

7. It shall be the responsibility of the teachers to maintain an accurate accounting of student attendance through the established process for the school.

SECTION C: Nondiscrimination Rights

1. There shall be no unlawful discrimination against any employee or applicant for certificated employment by reason of race, creed, religion, color, marital status, sex, age, handicap, national origin, or because of their membership or non-membership in employee organizations or in their exercise of
ARTICLE II: GENERAL RIGHTS AND RESPONSIBILITIES

other rights under Chapter 41.59 RCW. Sexual harassment is recognized to be a form of unlawful discrimination.

2. 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, other professional factors being equal.

SECTION D: Representation Rights and Due Process

1. An employee who has received a written communication from his/her supervisor indicating deficiencies requiring improvement, at his/her request shall be entitled to have a representative of the Association or legal counsel present at subsequent meetings with his/her supervisor when the elements of the initial communiqué are to be considered. Once representation is requested, the discussion of the matters communicated in writing shall not continue until representation is present, except that the discussions on the matter may continue after ten (10) working days.

2. 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.

3. Any complaint not called to the attention of the employee may not be used as the basis for disciplinary action or adverse evaluation against the employee. Any written record made of a complaint against an employee must be called to the attention of the employee within ten (10) working days of the time the record was made.

4. No employee shall be disciplined or reprimanded without just and sufficient cause. Any such action 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.

SECTION E: Employee Personnel Files

1. Materials placed in the employee's District personnel file after the employee's election by the Board to a position with the District are available for review by the employee under the rules, regulations, and procedures of the District.

2. All materials related to an employee's evaluation held at the work location, except for the building copy of the formal evaluation, shall either be transferred to the District personnel file or shall be destroyed at the end of the work year, except that the observation criteria checklists for those employees determined to be unsatisfactory and/or in need of improvement may be retained in the building until such time as the employee's performance
ARTICLE II: GENERAL RIGHTS AND RESPONSIBILITIES

has improved as set forth in the observation criteria checklist. However, observation criteria checklists for those employees determined to be in need of improvement may not be retained beyond twelve (12) months following the completion of the next school year's performance evaluation.

3. College/university credentials that are confidential shall be handled as directed by the college/university after election of the employee to the staff. College/university credentials shall not be retained by the District.

4. Materials reviewed by an employee and judged by the employee to be derogatory to his/her conduct, service, character, or personality may be:
   a. Answered and/or refuted by the employee in writing. Such written response shall be permanently attached to said materials and shall become a part of his/her written personnel records.
   b. Pursued by use of the grievance procedure.

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

SECTION F: Communication Rights and Privileges

1. The Association shall have the right to post notices of its activities and matters of organizational concern on a bulletin board to be provided in each school building by the District.

2. The Association may use District school buildings for meetings and to transact official business on school property at all reasonable times when custodians are normally on duty before and after school hours, provided that this shall not interfere with nor interrupt normal school operations as determined in consultation with the building principal/program manager or supervisor.

3. Any officer or authorized representative of the Association, so designated by the Association and identified to the Superintendent, shall have the right to visit District buildings, individual employees, or groups of employees represented by the Association, at reasonable times when employees are not on duty, such as before and after work hours and at lunch time or at other times by special arrangement through the principal or his/her designee, provided that this shall not interfere with nor interrupt normal school operations. In all instances, the authorized representative or representatives shall report to the school office and satisfy the principal or his/her designee that they are on official business or are visiting to observe the educational program of the school before they proceed through the building to any room. All such visits must not interfere with any employee's activities while on duty nor disrupt the orderly educational process of the school or program.
ARTICLE II: GENERAL RIGHTS AND RESPONSIBILITIES

SECTION G: Academic Freedom

1. The exercise of full rights of citizenship is guaranteed by the District for employees. Toward that end the employee must be free to think and to express ideas, free from undue pressure of authority, and free to act within his/her professional group. Such freedom must be unrestricted except as it conflicts with the basic responsibility to utilize properly the current District authorized course of study and District 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 the District for the instruction of a Special Education student.

SECTION H: Availability of Information

1. The District shall furnish upon request of officers or authorized representatives of the Association any and all information, statistics, and records which the Association and the District mutually agree are relevant to negotiations or are necessary for the organization to fulfill its legal representation responsibility.

2. Any requests beyond what is relevant to negotiations or necessary for the organization to fulfill its legal responsibility that necessitate extensive use of staff and data processing time beyond that normally allocated and budgeted in developing and producing information, statistics and records normally utilized by the District must be carefully evaluated to keep expenditures within budgeted allocations. Requests beyond budgeted allocations shall be honored but the costs incurred shall be reimbursed by the Association.
ARTICLE II: GENERAL RIGHTS AND RESPONSIBILITIES

3. The District agrees to furnish to the Association a preliminary report of number and location of positions being considered for transfer which shall be provided by approximately 07/15 of each year and a final report of the placements shall be provided on or before the beginning of school which shall list each position and the names of persons actually selected for assignment to the position.

4. A handbook of administrative guidelines of District rules, regulations, and procedures will be maintained and modified as appropriate by the District, utilizing recommendations from a District-wide Special Education Committee which shall be representative of each Special Education category.

5. In order to facilitate the educational assessment and programming of handicapped students, and to provide health/medical and legal safeguards for the students and employees, the following information shall, to the extent possible, be made available within the receiving building prior to student placement:
   a. Student Services Assessment Report and Summary;
   b. Medical records;
   c. Specialized Education Services Report(s), if applicable;
   d. Parent Appraisal;
   e. Student's initial and current IEPs;
   f. Former educational programs and social information; and,
   g. Notice of any critical condition.

SECTION I: Classroom Control

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

2. Employees are required by law to maintain a suitable environment for learning, and administrators have the responsibility for maintaining and facilitating the educational program. A student who by his/her behavior is substantially disrupting the classroom environment may be removed from a class pending action by the District, subject to the provisions of District regulations and procedures in accordance with state law and WAC 180-40. Students shall be removed from the classroom only for the violation of established rules as set forth in the Seattle School District Statement of Rights and Responsibilities, the laws of the State of Washington, Washington
ARTICLE II: GENERAL RIGHTS AND RESPONSIBILITIES


3. 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 an immediate and continuing threat of substantial disruption of the class, subject, activity or educational process of the student's school, according to WAC 180-40 as now or hereafter amended.

4. 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, initiate a long-term suspension or expulsion, or impose an emergency expulsion.

5. The building administrator will utilize written recommendations from employees in his/her deliberations relative to potential student classroom suspensions and expulsions.

6. Prior to or at 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.

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

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

9. The District will continue to provide classes and programs for students who are unable to profit from the regular educational program.

ARTICLE III: PROVISIONS FOR COMPENSATION AND WORK HOURS

SECTION A: Employee Contracts

1. There shall be an individual certificated non-supervisory Employee Contract and a Supplemental Employee Contract for District-Specified Special and Supplemental Assignments, in conformity with Washington State law and rules and regulations of the District and State Board of Education.

   a. Contracts must be returned by the staff member within fourteen (14) calendar days of date of issuance. If not returned by that date, a
ARTICLE III: PROVISIONS FOR COMPENSATION AND WORK HOURS

contract will be presumed to be rejected unless other arrangements have been made with the Director of Personnel.

b. Staff members' contracts shall be consistent with Washington State law and the terms and conditions of this Contract.

c. Staff members can only be released from their contracts upon approval of the Board of Directors.

2. Certificated employees hired by the District to replace employees who have been granted official District leaves shall be contracted not to exceed one (1) year in accordance with 28A.67.900 RCW and shall receive full fringe benefits. Upon application for regular contract status, they shall receive appropriate consideration through the selection and assignment procedures of the District.

3. At the time of employment, each new employee shall receive the following materials as part of orientation to the District by Personnel Services:

a. The Employee Contract in duplicate. One (1) copy is retained by the employee and one (1) signed copy returned to the Personnel Services;

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 BETWEEN THE SEATTLE SCHOOL DISTRICT NO. 1 AND THE SEATTLE EDUCATION ASSOCIATION;

d. A copy of the District's GROUP INSURANCE PROGRAM BOOKLET, the appropriate insurance enrollment forms, instructions regarding enrollment procedures, information for contacting the District insurance consultant, and an explanation of the District's contributions to the premiums. Enrollment or waiver cards must be returned to the Personnel Services no later than thirty-one (31) calendar days from the employee's first day of duty.

e. A notice regarding the Association Security Clause, Section I-C.

4. 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.

5. Contract Adjustments: A set of all official transcripts shall be sent in a sealed envelope from the college or university to Personnel Services as soon as possible after the employee receives a contract. Transcripts required for Personnel to determine contract adjustments, if any, are in addition to transcripts sent to the SPI office in Olympia for certification purposes. Upon completion of additional college or university work, the employee shall have a copy of the transcript sent to Personnel Services to assure proper placement on the Salary Schedule and the District may count such additional
ARTICLE III: PROVISIONS FOR COMPENSATION AND WORK HOURS

credit toward the "staff characteristics weighting formula" used, among other factors, to determine the level of support Seattle Schools receives from the State.

6. For the purpose of this Contract, contract equivalent shall mean an employee not under continuing contract, but previously paid on the Teachers' Salary Schedule.

SECTION B: Salary Basis

1. The compensation for Seattle School District employees shall be for the services rendered pursuant to the employee's contract.

2. Each employee classification including extracurricular and special assignments shall have compensation schedules to allow the Seattle School District to compete with other school districts and employers. In the examination of proposed annual adjustments of salaries, the following among other factors are considered relevant determinants:

a. Cost of living;

b. Comparative data on like responsibilities; and,

c. Limitations imposed by law.

3. Salary

It is the intent of the parties to comply with the limitations imposed by State laws, State appropriations acts and the appropriate LEAP document(s). No provisions of this Agreement shall be interpreted or applied so as to place the District in breach of the salary limitations imposed by State law or subject the District to a State funding penalty.

a. 1988-89:

1) Increments and Lane Changes: Annual increments and lane changes will be granted.

2) Salary Schedules:

a) The initial 1988-89 Salary Schedules are appended hereto.

b) On or about 06/01/89 the District, in consultation with the Association, will determine whether there remains additional pass-through capacity (or negative capacity) for annual salaries within the State-funded control level contained in the State Budget for 1988-89 (Section 503, Chapter 289, Laws of 1988).

(1) The District will implement salary adjustments to ensure that the resulting annual salaries for basic education
ARTICLE III: PROVISIONS FOR COMPENSATION AND WORK HOURS

certificated staff will be, at least, within one-tenth (1/10th) of one percent (1%) of the State-funded control level.

(2) Prior to effectuating such pass-through adjustments, the District will consult with the Association concerning the appropriate amount and mechanics. If the parties are unable to agree on the amount and mechanics for implementation, the subject of the adjustments will be treated as a negotiable matter rather than a contractual matter and the District's pass-through commitment will be deemed null and void except as agreed in subsequent negotiations.

3) Contingent Reopener: The SEA may reopen negotiations concerning the 1988-89 salary schedules within thirty (30) days of either of the following events, provided that State funding is available and that the District may reopen one (1) additional issue:

a) The present salary limitations laws, as applied to the District, are voided by a final and binding court order; or,

b) The Legislature removes the present salary limitations, as applied to the District.

b. 1989-90:

1) Increments and Lane Changes: Annual increments and lane changes will be granted effective 09/01/89 to the extent the District has the legal capacity.

2) Salary Schedules:

a) The initial 1989-90 salary schedules will be the 1988-89 salary schedules as finally revised in 1988-89 adjusted to the extent mandated by law.

b) In the event the State authorizes and funds an annual salary increase (which normally includes salary schedule enrichment, lane changes and increments) for all or a part of 1989-90, the District will effectuate that increase, provided that:

(1) increments and lane changes will be the first priority;

(2) remaining capacity will be converted to a percentage increase for application to the annual salary schedules;

(3) the resulting annual salaries for basic education staff will be, at least, within one-tenth (1/10th) of one percent (1%) of the State-funded control level.
ARTICLE III: PROVISIONS FOR COMPENSATION AND WORK HOURS

c) On or about 06/01/90 the District, in consultation with the Association, will determine whether there remains additional pass-through capacity (or negative capacity) within the State-funded control level. The District will implement salary adjustments to ensure that the resulting annual salaries for basic education certificated non-supervisory staff will be, at least, within one-tenth (1/10th) of one percent (1%) of the State-funded control level.

d) Prior to effectuating pass-through adjustments pursuant to b) and c), above, the District will consult with the Association concerning the appropriate amount and mechanics. If the parties are unable to agree on the amount and mechanics for implementation, the subject of the adjustments will be treated as a negotiable matter rather than a contractual matter and the District's pass-through commitment will be deemed null and void except as agreed in subsequent negotiations.

3) Contingent Reopener: The SEA may reopen negotiations concerning the 1989-90 salary schedules or Appendix J within thirty (30) days of either of the following events, provided that State funding is available and that the District may reopen one (1) additional issue:

a) The present salary limitations laws, as applied to the District, are voided by a final and binding court order;

b) The Legislature removes the present salary limitations, as applied to the District,

4. Supplemental Assignments

a. 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 these duties is paid according to the Certificated Non-Supervisory Employees Salary Schedule. 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.67.074 through Supplemental Contracts and are paid according to the Compensation Schedule for Supplemental Assignments.

1) Duties which are compensated on the Compensation Schedule for Special and Supplemental Assignments involve one or more of the following criteria:
ARTICLE III: PROVISIONS FOR COMPENSATION AND WORK HOURS

a) Special skill, 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 Section III-D of this Contract.

d) Responsibility for supervision and leadership of other adult professional employees.

2) 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 supervised.

3) Activity coordinators, deans, and head counselors shall not have any additional supplemental assignments. The building principal/program manager should seek to balance other extra curricular and special assignments at the building level. Effective 09/01/82, no employee may have more than two (2) compensated supplemental assignments except as provided in b) below. Assignments shall not have overlapping times, except department heads may have an overlapping compensated supplemental assignment for one (1) sports season during the school year.

a) Any employee who has more than two (2) compensated supplemental assignments shall submit to the building principal/program manager a list of those compensated supplemental assignments which he/she currently holds, in preference order.

b) The building principal/program manager may 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 such assignment, the assignment shall be returned to the employee currently holding that assignment.
ARTICLE III: PROVISIONS FOR COMPENSATION AND WORK HOURS

b. Appointments to Interscholastic Sports Assignments (Appendix C, Classification I) are on a yearly basis only, in accordance with RCW 28A.67.074. The provisions for selection, as set forth in III-B-5-c, shall not pertain to Interscholastic Sports Assignments in the case of head coaches; except that appointments to such positions shall not constitute a factor in hiring for regular staff positions.

c. Appointments to supplemental assignments are on a yearly basis in accordance with RCW 28A.67.074. An employee appointed to such an assignment shall normally be reappointed to the assignment for the forthcoming school year, provided that:

1) Employees holding supplemental assignments shall have their appointment to a supplemental assignment reviewed each year by the building principal/program manager.

2) Reappointments, except for those employees who declare that they intend to retire (one declaration of retirement only), shall be reviewed by the principal/program manager every five (5) years from the date of appointment based upon any of the following considerations:
   a) General female: male and racial minority: majority balance of supplemental assignments throughout the building;
   b) Established education requirements needed for the assignment, as stated on the job description;
   c) Established experience requirements needed for the assignment, as stated on the job description;
   d) Performance of the employee holding the stipended position, as measured against the job description;
   e) Progress of the department/assigned area in meeting building/program goals established by the Effective Schools Program Committee, where appropriate; or,
   f) The opportunity to provide leadership experience and/or professional growth for other qualified employees in the building/program.

3) Assignments to a specialized or supplemental assignment will be made to non-certificated staff only if a qualified certificated staff person is not available for the assignment.

4) Any employee not reappointed shall be given notification of his/her removal by the first Monday in June of the current school year. An exception may occur when the activity is not offered due to insufficient participation, reorganization, financial reasons, or when the employee is not reassigned to the building.
ARTICLE III: PROVISIONS FOR COMPENSATION AND WORK HOURS

a) 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.

b) Such written explanations shall include a just and sufficient cause only when the non-reappointment is a result of the yearly review and not the result of the provisions set forth in items III-B-5-c-2) above.

5) Regarding HEW transferees, upon application by the transferred person, the District shall give careful consideration for placement of administratively transferred stipended employees for open stipended positions for two (2) school years, provided such assignment will not violate District implementation of Title VI of the Civil Rights Act of 1964, Section 86.51 of the regulations under Title IX of the Education Amendments of 1972, Section 504 Rehabilitation Act of 1973, and the Desegregation and Affirmative Action Goals of the District.

6) Employees not reappointed shall have the right to utilization of the grievance process.

d. Appointments for positions are finalized through issuance of the Supplemental Contract. The District shall issue Supplemental Contracts for the next year as early as possible. Assignments are confirmed through prompt return of the signed Supplemental Employee Contract.

e. When an employee in a stipended position is absent for more than twenty (20) consecutive days without pay, he/she shall not receive the stipend pay for the period of time during which substitute service is rendered. An employee from within the school or from another school who substitutes for another employee in a stipended position shall receive the stipend pay after twenty (20) consecutive days of service retroactive to the first day of service.

f. The Compensation Schedule for Special and Supplemental Assignments for 1988-89 shall be shown in Appendix C of this Contract.

g. Supplemental assignments will be reported by building principals/program managers to Personnel Services as early as possible. Department Head and Team Leader classifications will be estimated for the year by building administration based on the 10/01 classification report. Every reasonable effort will be made to begin stipend payments for school year assignments on the 10/01 payroll.

h. 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.
ARTICLE III: PROVISIONS FOR COMPENSATION AND WORK HOURS

i. Seasonal stipended athletic activities will be "paid as earned" at the end of each month for the duration of the season.

j. Substitute teachers shall be provided as needed for coaches who receive approval of the appropriate building and District administrators to attend tournaments and championship interscholastic sports events.

k. Copies of job descriptions for all positions on the Compensation Schedule for Special and Supplemental Assignments are available in the Personnel Services and at each work site.

l. Each senior high school will receive three (3) periods of released time. These released periods shall be assigned by the building principal/program manager after consultation with the faculty representative organization for utilization by department heads and/or other staff in order to assist the instructional program of the school.

m. 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 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.

n. Per Diem: Proper compensation or true per diem for any extracurricular and supplemental assignment of an employee who is assigned additional days beyond those specified in his/her contract shall be his/her contract salary, excluding stipends, divided by the number of days specified in his/her contract.

o. 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 VIII and other approved activities on the basis of one (1) day for every three (3) non-supervisory certificated employees in the school.

p. Appointments to the positions of department head, team leader, head librarian, head counselor, dean and specialist shall be made by the process described below from a list of candidates who have applied with Personnel Services.

1) Personnel Services shall advertise all openings in the GUIDE and/or other Personnel Services bulletins.

2) Applications will be filed in Personnel Services and qualified applications will be transmitted to the building principal/program manager.
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3) The applicants shall be interviewed by the building principal/program manager, who will make the appointment.

4) Applicants will be informed by Personnel Services of the selection.

5. Placement of Employees on the Certificated Non-Supervisory Employees Salary Schedule.
   a. The employee's position on lanes of the salary schedule shall be determined by totaling the number of acceptable credits and degrees.

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

   c. A statement of evaluation of credits to be used to establish salary placement shall be sent to each employee new to Seattle Schools after his/her transcripts have been received and evaluated by Personnel Services.

   d. Acceptable Credits:

   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 "TRANSFER CREDIT PRACTICES OF DESIGNATED EDUCATIONAL INSTITUTIONS" published by AACRAO as having a rating of good or better.

   2) Foreign Colleges and Universities: Credits earned from foreign universities and colleges acceptable 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.
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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 Washington community college shall be accepted for salary purposes if such community college work is accepted by the college/university where the B.A. degree is earned.

6) Community college credits earned in accredited Washington 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 College Transfer Program.

7) Community college credits from other states will be accepted only at the evaluation of an accrediting college as noted in item 6) above and with the approval of Personnel Services.

8) 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.

9) For classes offered in Washington 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. Credit for such courses must be applied for prior to registration through Personnel Services. A maximum of four (4) credits will be allowed in any single area. Courses must not be duplicatory of any credit previously granted.

10) Non-acceptable credits include duplicate courses, "college hyphenated courses" and credits in parentheses for course sequences not completed.

11) Effective after 09/01/76, a maximum of three (3) physical education activity credits will be acceptable for salary credit, provided such credits are in excess of degree requirements. The above regulation does not apply to secondary physical education employees or employees with majors or minors in physical education.
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e. Experience Credit

1) For purposes of experience credit, eight (8) 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. Only public schools in the United States and its territories may be counted for full experience credit. Effective 09/01/87, eight (8) to twelve (12) months of contract teaching, which was at least one-half (.5) of a full-time assignment as defined by the former employer but less than full-time (1.0), will count as one-half (½) year of experience.

2) Seattle teaching experience credit shall be granted to employees hired into the Seattle corps for the following:

a) Teaching in approved private or parochial schools if the teaching was on the same general level and subject area as will be taught in Seattle, and if the employee was certificated or entitled to certification at the time. 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 2)-e) below.

b) Teaching experience as defined in item e-1) above which is gained in the Armed Forces Dependent Schools.

c) Twelve (12) months of active military service or a major fraction thereof (182 days or more) may be counted as a year of prior service at full credit for salary purposes, except that no employee may be given credit on the salary schedule for more than two (2) years of active military service, including both prior service and service while on leave from the Seattle School District. 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.

d) Classroom teaching experience as defined in e-1) above gained in the Peace Corps shall be accepted.

e) 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 gained on or after 09/01/74 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 such experience and/or certification is not always...
possible. The District 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.

f) Prior experience as a social worker, psychologist, nurse, occupational therapist or physical therapist may be counted for salary purposes only for those who will serve in these fields for the Seattle Schools. Prior public school experience for social workers, psychologists, nurses, occupational therapists or physical therapists will carry full Seattle credit. Other prior service in these areas may carry salary credit if the assignment involved school age children and the person was properly trained in his/her field at the time the service was given. Such prior service will be granted on the basis of one (1) full calendar year of experience for each year of experience allowed. Social workers, psychologists, nurses, occupational therapists, or physical therapists may be given salary credit for prior experience as teachers only if this experience was full-time contract public or accredited private school service.

g) Experience credit for full-time college or university teaching will be granted on the basis of two (2) full years for one (1) year of Seattle credit if the subject area taught is the same as that to be taught in the Seattle Schools.

h) Experience credit for full-time vocational instructors will be granted up to a maximum of six (6) calendar years of occupational experience acquired after the instructor meets the minimum vocational certification requirements. This experience must be verified by the State Vocational Certification Office prior to any salary compensation.

3) Beginning with the 1965-66 school year, an employee who has been a member of the Seattle Public Schools, resigned, taught elsewhere, and has returned to the Seattle corps shall be given Seattle experience credit for the intervening experience if this experience conforms to the rules for granting credit and the employee is not at maximum of his/her salary lane.

4) No experience credit may be granted in an amount to place the employee above the maximum salary for his/her salary lane.

5) Any employee who has taught in the Seattle Public Schools on contract the equivalent of a full semester, less a maximum of ten (10) days absence for any cause, shall be entitled to an annual increment for the following year, provided he/she has not reached the maximum of his/her classification.
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6) If an employee has received a contract late in the school year and does not teach the number of days required to earn an increment, he/she may add days taught as a substitute in the Seattle Schools that same school year to the days taught on contract. In this event, the minimum days teaching required to earn an increment is 144.

7) Seattle teaching experience credit is granted to employees elected to the Seattle corps for substitute teaching in the Seattle Public Schools on the basis of 180 days taught (full time) equalling one (1) year, and with any remaining fraction of 4/5 of a year (144 days) or more counted as a full year. Less than 144 days, or less than a remainder of 144 days, will not be recognized. Any year, even though more than 180 days, cannot be counted for more than one (1) year. No credit is given for substitute service in districts other than Seattle.

SECTION C: Provisions for Salaries

1. Hiring:
   a. Each employee shall be appointed by the Board.
   b. Each employee shall be the holder of a valid provisional or standard teaching certificate and/or an initial or continuing Educational Staff Associate Certificate (ESA) and/or a provisional or standard vocational certificate issued by the State Board of Education.
   c. The Board shall make a written individual employee contract with each employee in conformity with the provisions of this Contract and the laws of the state.
   d. As an Equal Opportunity Employer, the District shall continue to seek to obtain applications for employment from men and women in accordance with its Affirmative Action program.
   e. Employee classifications for placement on the Certificated Non-Supervisory Employee Salary Schedule shall be as listed in Section I-A.

2. Summer School Programs:
   a. Positions in the summer school programs shall be established through the classification procedures of Personnel Services.
   b. Employees in the summer school programs will be paid an hourly rate for the position they hold in the summer school 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.
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2) New employees, including any summer school 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.

3. 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 Personnel Services 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 the Payroll Office.

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.

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

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 District business day of the month.

b. Summer payments of the annual salary shall be mailed to the employee on the first District business day of the month. Direct banking services may be provided for summer payments upon application to the Payroll Office.

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 the Payroll
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Office on or before the 15th of the month will be processed with the first subsequent monthly payroll and paid on the first District business day of the month. Such changes or payrolls that are received in the Payroll Office after the 15th of the month will be processed with the second subsequent monthly payroll.

e. Individual Contract Changes. The deadline for filing of credits in Personnel Services for employees currently in the corps, for salary adjustments for the current school year, is the last school day in October. The deadline for the earning of such credits is 08/31. 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 10/01/79 shall be accepted or counted for salary advancement.

1) Employees whose transcripts for credits earned through 08/31 which, for any reason, have not reached Personnel Services 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 will be accepted after the last school day of the first semester for current school year salary adjustments. Transcripts of credits received after this time will not apply until the following school year.

3) The deadline for earning credits remains 08/31 for salary adjustments for the current year. The only exception to this regulation would occur on those occasions when the District schedules an employees' workshop during the last week of August, and which may extend into September. Credits earned in this workshop and reported prior to 10/01/79 will be credited toward the 1979-80 salary.

4) An employee who is awarded a master's degree or a doctorate prior to 08/31 must submit evidence of such a degree to Personnel Services prior to the last teaching day in October to receive appropriate salary based upon the new degree.

5) Salary adjustments for employees currently in the corps 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.
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6) 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.

7) Transcripts must be official, contain the college registrar's stamp, and may be sent directly to Personnel Services. 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 Seattle Public Schools. Official transcripts for Personnel are required in addition to transcripts sent to the Superintendent of Public Instruction's Office in Olympia by the educator or the college. The Seattle Schools will not forward transcripts to the Superintendent of Public Instruction's office in Olympia for certification purposes.

8) Vocational academic credits must be listed on either an official, sealed transcript [see 7) above] 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.

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

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

6. The District and the Association agree that employees who held positions on the Compensation Schedule for Special and Supplemental Assignments for the preceding school year and who were transferred for the current school year and were given every consideration for similar open positions in the school to which they were assigned for the current school year, but no open special or supplemental assignment was available, shall be given priority consideration for a similar open position for which they qualify for the following school year.
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SECTION D: Length of School Workday

1. The standard working day in the building or on site for classroom teachers and non-teaching certificated non-supervisory employees shall begin thirty (30) minutes before the beginning of the student day and shall not be more than seven (7) hours total for secondary schools and six and one-half (6.5) hours total for elementary schools, exclusive of the one-half hour (30 minute) duty-free lunch period, and shall include Preparation-Conference-Planning time. Such Preparation-Conference-Planning time shall not be scheduled during the thirty (30) minutes preceding the student day nor the thirty (30) minutes following the student day. These standard working day schedules would not necessarily hold for schools where staff and administrators have developed and arranged special variations in curriculum, instructional methods and staff organization.

   a. 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.

   b. These duties may be performed at irregularly scheduled times and shall be divided equally among all employees in a building.

2. Employees with compensated special or supplemental assignments shall increase their workday on or off the site to fulfill their responsibilities as noted in item II-B-5-a.

3. Employees who report to a staff organization and/or are assigned to and maintain an office in the Administrative and Service Center or one of its branches will be on duty for eight (8) hours. This category includes employees in programs such as Basic Skills, Occupational Education, Special Education, Special Programs, and whose responsibility is primarily support for the classroom teacher or school staff as a consultant specialist or other similar titles.

4. Certificated personnel who are assigned to a school building on a part-time basis, temporary and/or substitute certificated non-supervisory employees are expected to conform to the normal workday as defined above in the assignment to which they are placed.

5. Exceptions to items 1, 2, 3 and 4 above may be granted for Association activity or, at the discretion of the building principal/program manager, for attendance at professional activities or for urgent personal business. Other employees who do not work in the school setting may arrange with the immediate supervisor to attend to similar activities.

6. Visitations by employees to the homes of their students shall be at the option of the employee, with the approval of the building principal/program manager.
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SECTION E: Substitute Teachers

1. The District shall provide every substitute teacher hired into the District at the beginning of the school year or thereafter a copy of the negotiated Contract, Substitute Handbook, District Rules and Regulations Affecting Substitute Teachers, a map showing school locations, a list of all school buildings (including addresses and phone numbers) and the phone number of Personnel Services.

2. Types of Substitutes:

   a. Senior Substitute: A person who is eligible to substitute for the District, who has served five (5) or more years as a District substitute and/or regular employee and who is willing to accept any assignment for which he/she is qualified, shall be called a senior substitute and shall have first priority in assignment.

   b. Regular Substitute: A person who is eligible to substitute for the District, who has served fewer than five (5) years as a District substitute and/or regular employee and who is willing to accept any assignment for which he/she is qualified, shall be called a regular substitute.

3. Assignment of Substitutes:

   a. Substitutes shall receive consideration for 21-day and/or 60-day assignments, provided an unassigned contracted teacher serving in the contracted substitute pool cannot fill the vacancy.

   b. Except in unusual circumstances, the District shall not use substitutes on a continuing basis for more than one (1) semester in lieu of contract teachers.

   c. Except in unusual circumstances, building principals/program managers shall not require a substitute to supervise another class during scheduled Preparation-Conference-Planning time.

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

   e. A substitute assignment made for up to one-half (.5) day shall be paid at a one-half (.5) rate, plus four dollars ($4) and any assignment made for more than one-half (.5) day will be paid at a full day rate.

   1) Two (2) assignments or two (2) buildings in one day shall be paid at a full day rate, plus four dollars ($4).

   2) A one-half (.5) day substitute assignment shall consist of up to three (3) consecutive class periods at the secondary level or up to three and one-half (3.5) clock hours at the elementary level.

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

g. Refusal of Assignment:

1) A substitute may refuse up to seven (7) assignments, for which he/she is qualified, per year, before losing his/her priority for assignment.

2) Failure of a substitute to accept any assignment for reasons of emergency or personal or family illness shall not be considered a refusal of assignment, as set forth above.

4. 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 such substitute is available for such assignment; and,

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

5. There shall be three (3) classifications of substitute teacher assignments.

a. Daily assignments up to and including twenty (20) consecutive work days. The base rate of pay for daily substitute assignments shall be as indicated in the Salary Schedule for Substitute Teachers in the Appendices of this Contract.

b. Twenty-one (21) day assignments up to and including fifty-nine (59) consecutive work days. Such assignments shall be paid at the contract teacher rate retroactive to the first day of assignment, except that, when in the judgment of Personnel Services the assignment appears at the onset to be a 21-day assignment, the contract teacher rate may be paid from the beginning of the assignment.

c. Sixty (60) day assignments of sixty (60) or more consecutive work days.

1) Substitute assignments of sixty (60) or more consecutive work days shall be paid at the contract teacher rate retroactive to the first day of assignment, except that, when in the judgment of Personnel Services the assignment appears at the onset to be a 60-day assignment, the contract teacher rate may be paid from the beginning of the assignment.
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2) Substitute teachers who in the judgment of Personnel Services will presumably be employed for at least sixty (60) working days, will be entitled to the benefits set forth in item 6 below, from the beginning of the assignment.

6. Benefits for Substitutes:

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

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

c. Substitutes who serve in assignments of sixty (60) or more consecutive work days shall be entitled to Medical and Dental Insurance funded at the same rate as all other certificated non-supervisory contracted employees for the number of days equivalent to the assignment.

d. Senior substitutes shall be eligible to participate in King County Medical, Group Health, or Blue Cross medical insurance plans offered regular employees under the terms of this Contract. Each senior substitute electing to participate in either group plan shall make written arrangements with the District's Payroll Office. After notification of senior substitute status, the senior substitute shall have thirty-one (31) days to enroll.

7. Substitutes who have an application on file and who are qualified shall receive proper consideration for hiring as a regular contracted teacher.

SECTION F: Traffic Education

1. The compensation schedule for traffic education instructors shall be as indicated in the Compensation Schedule for Special and Supplemental Assignment in the Appendices of this Contract.

2. There shall be no differential in rate of pay among classroom, simulator, or in-car instructors. Differentials in salary and pay increment shall be based on the following:

a. Increment credit shall be granted for classroom, simulator or in-car experience gained in another Washington school district.

b. Increment considerations are based on the following:

1) Instruct four (4) sections of academic diversified study and instruction of at least thirty (30) hours per section.
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2) Instruct twelve (12) sections of simulation laboratory consisting of ten (10) hours per section.

3) Instruct 180 hours on-street instruction [thirty (30) students, six (6) hours each or the equivalent thereof].

3. As professional employees the driving instructors shall have a representative voice in curriculum matters and in policies relating to the operation of the program.

4. Complete automobile insurance covering students, instructors, vehicles, observers, or other persons authorized by the instructor to be in the vehicle shall be provided by the District. This coverage shall include:

   a. Public liability and property damage;
   b. Collision;
   c. Fire, theft and comprehensive;
   d. Medical payments; and,
   e. Uninsured motorist.

   Under no circumstances shall any authorized person in the vehicle be required to pay his/her own medical expenses.

5. Absence due to injury incurred in the course of the employee's employment shall not be charged against the employee's sick/emergency leave days and shall be at full pay upon medical verification by Personnel Services.

6. Under no circumstances shall an instructor be held liable for damages arising in the course of his/her service unless such damages are a result of the instructor's gross negligence, intentional or wanton misconduct, knowing violation of law or criminal act.

7. Instructors shall be paid for any Traffic Education Office scheduled hour in which they are present and prepared to work, but are unable to do so due to student absence or vehicular failure. A maximum of one (1) hour will be paid for any scheduled lesson.

8. Insofar as possible, all traffic education instructors henceforth shall be hired from the regular certificated employees of the District.

ARTICLE IV: LEAVE RULES, REGULATIONS AND PROCEDURES

SECTION A: Short Term Leaves

An employee who anticipates the necessity for taking a short term leave shall make proper application and/or notify his/her building principal/program manager
or supervisor at least three (3) working days before taking the leave, provided that, in cases of personal emergency or personal illness, when it is not possible to give such advance notification, the employee shall notify his/her building principal/program manager or supervisor as soon as possible. Upon return from short term leave, the employee must complete the proper forms and submit them for approval to his/her immediate building principal/program manager or supervisor to assure that administrative salary and payroll processing can be completed. All leaves granted under these provisions will be in units of full days or half days.

1. Sick/Emergency Leave

a. At the beginning of each school year, each employee shall be credited with an advance sick/emergency leave allowance equal to twelve (12) days, to be used for absence caused by illness, injury, medical disability (including that caused by childbearing), poor health, child care to the extent required by law, or an emergency caused by family illness where no reasonable alternative is available to the employee, subject to the same conditions as other personal emergency leave. For employees hired after the beginning of the school year, one (1) day shall be deemed earned during the first month of employment if work commences on or before the 15th day of the month.

b. Each employee's portion of accumulated unused sick/emergency leave allowance shall accumulate from year to year as provided in RCW 28A.58.096 and -.099 and the rules and regulations of the Superintendent of Public Instruction under that law.

c. Sick/Emergency Leave may only be used for absence caused by illness, injury, medical disability (including that caused by childbearing), poor health of the employee, child care to the extent required by law, or an emergency caused by family illness, where no reasonable alternative is available to the employee, subject to the same conditions as other personal emergency leave.

d. Up to two (2) days per year of Sick/Emergency Leave shall be available to employees for hardships or other pressing needs and will be granted in situations which require absence during school hours for purposes of transacting or attending to personal or legal business, or family matters. Such leave shall be granted with full pay during the work year.

1) The conditions for granting personal emergency leave are as follows:

a) The situation must be suddenly precipitated, or must be of such a nature that pre-planning is not possible, or such that pre-planning could not have eliminated the need for the leave; and,

b) The situation must be one which is serious and unavoidable and of major importance, not one of mere convenience.
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2) The procedures for obtaining personal emergency leave are as follows:

a) The employee must carefully examine the conditions stated above under which personal emergency leave will be granted and determine that they apply to the situation in question.

b) The employee must call Personnel Services and arrange for a substitute, if appropriate.

c) Prior to or on return from leave, the employee must obtain, complete, and submit to his/her immediate superior the Seattle Public Schools Employee Leave Report form for his/her signature and administrative processing.

3) Religious Observance Days. Employees whose religious affiliation requires observance of mandatory holy days on a day when schools are in session will be granted personal emergency leave for this purpose. If personal emergency leave is used for such observance, such employee may request an additional two (2) days of personal emergency leave from the immediate supervisor. Such a request shall be granted pursuant to items IV-A-1-d-1) and IV-A-1-d-2) above.

e. Sick/Emergency Leave Buy Back

1) Employees who retire shall be entitled, upon written request to the District's Payroll Office, to compensation for all unused Sick/Emergency Leave up to the one hundred and eighty (180) day maximum at the ratio of 4:1 at their per diem rate.

2) On or before 01/15, employees may elect to be compensated at the ratio of 4:1, at their per diem rate, for Sick/Emergency Leave accumulated in excess of sixty (60) days which was earned but unused during the previous calendar year.

3) The continuation of the Sick/Emergency Leave Buy Back Program is contingent upon maintenance of the authorization therefore in RCW 28A.58.096.

2. Worker's Compensation: Employees who are on a leave of absence due to injuries or occupational illness which resulted from the employee performing contracted professional duties shall be provided by the District, as a self-insured employer for Worker's Compensation, continuation of net salary without loss of Sick/Emergency 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. "Net salary" means the employee's usual take-home pay (net pay reflected on the District warrant) increased by any employee's voluntary payroll deductions for union dues, credit unions, Tax Sheltered Annuities or bonds, insurance premiums, and
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charitable contributions, and by the sum equivalent to the State retirement contribution the District would otherwise be making on the difference between (i) the employee's gross pay and (ii) the employee's usual take-home pay increased by the voluntary deductions described above. It is intended that an employee shall not suffer a loss in net pay plus the equivalent of District retirement contribution as a result of on-the-job injury or occupational illness. Such injuries or occupational illness occurring as a result of the employee performing contracted professional services are subject to certification by a duly qualified physician.

a. The employee shall promptly complete a Worker's Compensation Report claim form with the assistance of the supervisor of the work location where the injury occurred, in accordance with District insurance procedures. The employee shall file a claim for occupational illness on an appropriate form, in accordance with District 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 School District monthly reports from the attending physician which document 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 District's appointed medical officer. At such time of return to work, Time Loss Compensation benefits for absence due to injury on duty or occupational illness shall cease.

d. Provisions for temporary leave of absence due to an occupational injury or illness which meets the criteria for a valid claim for Worker's Compensation as set forth in the State's Industrial Insurance Laws shall be compensated as provided in Article IV-A of this Contract.

3. Bereavement Leave: Up to three (3) days Bereavement Leave will be granted for each occurrence of death in the employee's immediate family. In cases where emergency factors or long distances are involved, the employee may request up to two (2) additional days leave. Such 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).
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4. Attendance at the Legislature: Upon specific request of a Washington State legislative committee and his/her professional organization, and request through Personnel Services, and approval of the request 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 such a hearing is postponed or extended, upon request an additional day or days may be approved. When such leave is approved, the employee will receive full pay and he/she or the organization he/she represents pays for the substitute's salary.

5. Jury Service: Employees may serve as jurors in accordance with state and federal laws.
   a. Arrangements for the necessary temporary leave shall be made through the supervisor.
   b. Employees who serve as jurors during the work year shall receive full pay, provided that any/all compensation received for such service is remitted to the District upon receipt.

6. Mandatory Court or Subpoenaed Appearances: To the extent possible, all leaves under this item IV-A-6 shall be scheduled outside of the school year. Upon request to the building principal/program manager or supervisor, leave may be granted for an employee to appear pursuant to a lawful subpoena or summons or as a party plaintiff or defendant, according to the following:
   a. When the employee's appearance is essential to or on behalf of District interests, leave shall be with full pay.
   b. For appearances in which the employee's appearance is adversarial to District interests, leave shall be without pay.
   c. For appearances unrelated to District interests but in which the employee is a party, leave shall be with full pay, provided that the employee shall pay to the District the full cost of his/her substitute.
   d. For appearances unrelated to the District 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 District.

7. Adoption Leave: Adoption Leave shall be granted with pay on a temporary basis upon application to Personnel Services to either or both parents in order to complete the adoption process, providing such leave does not exceed an aggregate of seven (7) days in any given year. Such temporary leave may be used for court and legal procedures, home study and evaluation, and required home visitation by the adoption agency.
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8. Attendance at Meetings and Conferences:

a. Leave days for attendance by employees at educational meetings and conferences shall be granted by the District, subject to the following procedures and conditions:

1) Requests for leave requiring Board approval shall be submitted for consideration in writing to the appropriate executive level administrator with copies to Personnel Services a minimum of ten (10) working days prior to the date of the regular Board meeting which immediately precedes the date the leave is to take effect. Requests for all other leaves shall be submitted a minimum of ten (10) working days prior to the date the leave is to take effect.

2) The purpose of the leave must be clearly stated in the request with sufficient detail to identify the objectives and expected outcomes from the leave.

3) Requests must fall within budgetary limitations.

4) Recommendation regarding requests for leave shall be made by the appropriate executive level administrator and referred to Personnel Services for processing in adequate time for the Board approval as required. Personnel Services shall notify the employee of the approval/disapproval of the leave.

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

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

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

3) The Association will be provided a pool of two-hundred and twenty (220) substitute days, during each school year, paid for by the District provided that no expenses shall be paid by the District. The pool of days shall be shared by the three (3) bargaining units represented by the Association (i.e., SEA, SAEOP and Para-professional Staff). (This category applies to officers or members of the Association who are engaged in activities necessary for the organization to fulfill its legal responsibility of bargaining representative for employees.) The District recognizes this release of such officers is of direct benefit to the District and is enacted in full accordance with the law.
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4) Substitute paid by the employee or his/her sponsor; no expenses paid by the District. (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 District for the cost of the substitute is required.)

c. 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 District processing.

9. Inclement Weather Leave: 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.

SECTION B: Long Term Leaves

1. Leave for Health Condition

   a. An employee who is unable to perform his/her duties because of personal illness, disability caused by childbearing, or other medical disability may, upon his/her request and physician's verification, apply for a Leave for Health Condition without pay for the duration of each illness or disability up to one (1) year.

   b. Written application for Leave for Health Condition shall be made to Personnel Services, with a copy to the appropriate executive level administrator, and must be approved by the employee's personal physician.

   c. Leaves for Health Condition may be granted, without pay, for up to one (1) year at a time and may be renewed for up to one (1) year upon written request to Personnel Services.

1) Leaves for Health Condition, and renewal thereof, must be approved by Personnel Services, and the employee's personal physician, and, when deemed appropriate, a District appointed medical officer. Any visit to a District appointed medical officer shall be at District expense, including documented mileage and parking.
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2) Personnel Services reserves the right to not grant/renew a Leave for Health Condition when deemed appropriate.

3) The employee shall have the right to utilize the appropriate appeal procedure if there is any disagreement.

d. An employee who has been granted Leave for Health Condition will be returned to service at the change of semester or trimester, when a suitable assignment is available based upon the employee's training and experience, after giving due notice to Personnel Services, provided that the employee's return to service has been approved by Personnel Services, the employee's personal physician, and when deemed appropriate, a District appointed medical officer.

e. Seniority is retained but not accumulated while on 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 and/or placed on probation prior to Leave for Health Condition will be returned with the same status upon completion of such leave.

g. Employees who apply for and are granted Leave for Health Condition may use a portion of accumulated Sick/Emergency Leave prior to commencement of the leave while retaining a portion of accumulated Sick/Emergency Leave for the duration of such leave, upon request.

2. Leave for Public Office

a. An employee seeking election to public office shall take a leave of absence without pay for the time his/her campaign duties interfere with the orderly performance of his/her District duties and responsibilities. In no event shall such leave of absence begin later than the opening of school in September for a candidate for a state-wide office. When an employee is elected to or appointed to a full-time salaried public office or position which precludes rendering normal contractual service to the District, he/she shall resign from the corps or apply for a temporary leave of absence without pay from the District.

b. A candidate for public office must request unpaid leave for a period of time not to exceed sixty (60) contracted days prior to the final election.

3. Child Care Leave

a. Child Care Leave, without pay, may be granted for a period of one (1) year and shall be exclusive of the period of physical disability.

b. An employee requesting to return from Child Care Leave must file a written request with Personnel Services at least sixty (60) days prior to the termination of the Child Care Leave.
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1) An employee requesting to return to duty at the beginning of the next school year will be placed in a similar position within the District.

2) The employee who requests to return to duty during the school year may be placed at the earliest reasonable time or natural break in the instructional year such as the semester or trimester break.

c. Male and female employees are eligible to receive Child Care Leave.

d. Child Care Leave is available to parents of natural and/or adopted children.

4. Sabbatical Leave

a. The purpose of the Sabbatical Leave program in the Seattle Schools is to encourage employees to engage in programs of professional improvement by offering them a stipend to help meet a part of the financial outlay involved in advanced study or study-travel.

b. The Sabbatical Leave program shall be available to all employees represented by the Seattle Education Association including certificated school nurses, and occupational and physical therapists. The District shall not discriminate against Sabbatical Leave applicants due to race, creed, age, sex, handicap, position on the salary schedule or class of employee.

c. The employee's Sabbatical Leave activity is identified as a leave for study or study-travel purposes involving enrollment in a recognized university or college program, preferably at a post-graduate level.

d. Application for Sabbatical Leave shall be secured from and returned to Personnel Services. The District Leave Committee, which shall include one (1) person appointed by the Seattle Education Association, will present their recommendations relative to Sabbatical Leaves to Personnel Services for final processing. Detailed information regarding the application process and deadlines is included in the application forms which are available in Personnel Services, and shall be consistent with this Contract.

e. Eligibility for Sabbatical Leave shall be determined by the following criteria:

1) At least seven (7) years of full-time contract or contract equivalent service in the Seattle Public Schools as an employee. Four (4) consecutive years of full-time contract service immediately prior to the leave of absence of less than one (1) semester will not invalidate the application.

2) The total number of Sabbatical Leaves that may be granted in one (1) year shall not exceed one percent (1%) of the total number of
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employees. During years of a RIF, this number may be reduced by two (2) per every one-hundred (100) employees RIF'd.

f. The process for recommending Sabbatical Leave applicants for Board approval shall include evaluating the applicant’s proposed plan according to the following criteria:

1) The value of the applicant's plan to the District as evaluated by his/her division head;

2) The clarity of the plan in the applicant's written proposal;

3) The plan in relation to the applicant's present or near-future assignments;

4) The consideration of fellowship or scholarship grants already awarded to the applicant at the time of submission of his/her sabbatical proposal.

g. The terms of the Sabbatical Leave shall be as follows:

1) The stipend for employees granted Sabbatical Leave shall be fifty percent (50%) of the employee's contract salary for the period during which the Sabbatical Leave is taken.

2) The amount received from supplementary scholarship grants shall not affect the amount of the District sabbatical stipend.

3) An employee on Sabbatical Leave may engage in employment other than that associated with his/her pursuance of an advanced degree of additional college work, i.e., teaching fellowships, teaching assistantships, etc., without a reduction in sabbatical stipend, provided that the appropriate line administrator approves the employment plans.

4) The employee agrees that the plan as approved shall be followed unless changes are approved in advance by the appropriate line administrator.

5) Study-only plans should call for a minimum of eight (8) hours per quarter of study in an institution of higher education, including those registered for thesis or dissertation. Study-travel plans should call for a minimum of twelve (12) quarter hours for a full year of leave. Under either plan, credits must be earned during the period of the leave itself, not during summer terms.

6) The employee agrees to make an adequate written report to the Professional Development Office on return from Sabbatical Leave.

7) The employee agrees to return to the corps for two (2) years of employment following Sabbatical Leave. Failure to return to the
corps for the full first year will cause return of the entire amount of the stipend to the District. Termination at any time during the second year of the employment obligation period will be cause for one-half (1/2) of the stipend to be returned. Employees on Sabbatical Leave who are terminated or non-renewed and are not rehired because of insufficient funding shall not be required to return any portion of their Sabbatical Leave stipend.

8) Employees returning from Sabbatical Leave shall normally be returned to the same positions. If a change of position is requested by the employee, if the position has become non-existent, or if it is necessary to fill the position with a tenured staff member, an employee returning from Sabbatical Leave shall return to a comparable position.

9) The District agrees to maintain the seniority and salary rights of the employee during the period of leave.

10) An employee shall not be eligible to apply for another Sabbatical Leave until seven (7) years of contract service have elapsed after the former leave, unless the leave was for less than a full academic year, in which case he/she shall be eligible for leave equal to the unused portion of the academic year.

5. Professional Advancement and/or Employment Leave

Recognizing that appropriate experience in full-time employment in industry, or in public agencies (exclusive of private or public schools) may contribute to the personal and professional growth of an employee, Professional Advancement and/or Employment Leave may be granted, subject to the following conditions:

a. Such professional leaves shall be for a period of not more than one (1) year, renewable on approval of the appropriate executive level administrator for one (1) additional year.

b. The employee will resume his/her duties with the District at the conclusion of his/her leave.

c. Upon return, the employee shall be entitled to an appropriate position within the District.

1) The employee shall retain his/her position on the salary schedule and receive an increment if he/she is eligible and not already at the maximum in his/her salary lane.

2) Accumulated sick/emergency leave, retirement, and other benefits are retained for the period of leave.

d. The specific benefit to the District must be clearly established through the application and approval procedure.
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1) The interested employee must apply by presenting a detailed employment plan specifying the expected learnings to the appropriate executive level administrator.

2) Application must be accompanied by an agreement to employ signed by the employer in which he/she specified the nature and requirements of the agreed-upon employment.

3) The approved application shall be forwarded to Personnel Services for final consideration and recommendation to the Superintendent and the Board.

e. During periods of employee reductions due to reduced funding, the District shall not be required to grant more Professional Advancement and/or Employment Leaves than were granted the year previous to such employee reductions.

6. Leave for Study or Travel

a. Application for a Leave for Study or Travel shall be made in writing to the appropriate executive level administrator with a copy to Personnel Services no later than 03/01. Definite plans for a study or travel program must be presented before a recommendation will be made relative to granting a Study or Travel Leave. The plan must show benefit to the instructional program and the leave must not affect the instructional program adversely. The District Leave Committee will recommend individuals who are to participate in this Leave to Personnel Services for final processing. Leaves for Study or Travel may be extended beyond one (1) academic year in unusual circumstances.

b. An employee who has been granted Leave for Study or Travel may return to service during the period of the leave, after giving timely written notice to Personnel Services, providing it is determined by the District that a suitable assignment is available based on the employee's training and experience.

c. Accumulated Sick/Emergency Leave is retained while an employee is on approved Leave for Study or Travel.

d. For Study Leaves an annual increment will be credited for a year's leave under the following conditions:

1) The employee must not be at the maximum step in his/her salary lane.

2) A proposed plan of study must be presented to the appropriate executive level administrator prior to the leave and the plan must be approved by the appropriate executive level administrator.

   (a) The plan must include a minimum of eight (8) hours of study per quarter or semester, including hours registered for thesis or dissertation, at an accredited college or university.
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(b) Following the Study Leave, transcripts must be presented to Personnel Services showing at least twenty-four (24) quarter hours or sixteen (16) semester hours earned during the regular academic year of Study Leave.

3) The employee must return to the corps immediately following the year of Study or Travel Leave.

4) If an extension of the Study Leave period is made for a second year, the employee must return to the corps immediately following the second year of leave. An increment for the second year of Study Leave may be granted if the applicant meets all the requirements established for regular Study Leave as stated in paragraphs a, b and c above.

e. During periods of employee reductions due to reduced funding, the District shall not be required to grant more study or travel leaves than were granted the year previous to such employee reductions.

7. Professional Experience Leave

Recognizing that appropriate professional experience as an employee in a variety of situations may contribute to the personal and professional growth of an employee, Professional Experience Leaves may be granted subject to the following conditions:

a. To be eligible for a leave of absence to serve in the Peace Corps, or the overseas Armed Services Dependents' Schools, the employee must have served on contract for at least four (4) consecutive years in the Seattle Public Schools immediately preceding the leave, and at the time of application must be under regular contract with the District.

b. Application for these leaves of absence must be made on forms provided for that purpose, available in Personnel Services, and must be submitted no later than 03/01 preceding the leave.

c. Such professional leaves shall be for a period of one (1) year and renewable for a second year upon request. Not more than a total of twenty (20) employees may be on such leaves during any one (1) year.

d. Employees serving on Professional Experience Leaves are required to notify Personnel Services by 03/15 if they are returning to service with the District at the beginning of the ensuing school year or if they are applying for an extension of the leave.

e. The employee shall resume his/her duties with the District at the conclusion of his/her leave, and shall be entitled to an appropriate position within the District.

f. The employee's salary increment step shall not be changed on return from leave, and no salary service increment can be earned. College or
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university credits earned while on leave may be submitted to Personnel Services for evaluation and credit toward a lane change. Employee benefits previously accumulated are by law retained for the period of leave.

g. During periods of employee reductions due to reduced funding, the District shall not be required to grant more Professional Experience Leaves than were granted the year previous to such employee reductions.

8. Military Leave and Service Credit

a. Military Leave of Absence and Service Credit is provided to the extent required by and consistent with law.

b. Military training duty up to fifteen (15) calendar days leave per year will be granted with pay for reservists ordered to active training duty, provided, that any such reservist shall present evidence to the District that he/she made all reasonable efforts to arrange for such active training duty during the summer months or other school vacation period. Such request for training must be submitted to the Military Committee of Personnel Services for processing.

9. Long-Term Leave Without Pay

a. Application for a long-term leave of absence without pay or benefits shall be made in writing to the appropriate executive level administrator with a copy to Personnel Services no later than 03/15. Written approval or rejection shall be made by 04/01.

b. To be eligible for such leave of absence, the employee must have been employed for at least seven (7) consecutive years in the Seattle School District immediately preceding the leave and, at the time of application, must be employed by the District.

c. Accumulated Sick/Emergency Leave is retained while an employee is on approved Long-Term Leave Without Pay. The District shall allow employees on such leave to continue any or all portions of their insurance benefit programs via direct monthly payments to the District. Employees on such leave must make written arrangements with the Payroll Office. Arrangements are limited to a twelve (12) month leave period.

d. Such leave shall be for a period of one (1) year and renewable for a second year, upon request made by 03/15.

e. The employee shall resume his/her duties with the District at the conclusion of his/her leave, and shall be entitled to a position within the District on the same basis as returnees from other types of unpaid leave.
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f. The employee's salary increment step shall not be changed on return from Long-Term Leave Without Pay and no salary service increment will be earned.

ARTICLE V: EMPLOYEE BENEFITS

SECTION A: Group Insurance Provisions

1. The District shall make available funds to contribute toward premiums of District-approved group insurance programs. It is the intent of the parties to comply with the limitations imposed by State laws, appropriations acts and implementing regulations as they relate to expenditures for employee benefits. No provisions of this Contract shall be interpreted or applied so as to place the District in breach of the benefit limitations imposed by State law or to subject the District to a State funding penalty.

   a. Employees eligible for full participation in the District-approved insurance programs are defined as those who work four (4) or more hours per day.

   b. For 1988-89, the District contribution to the Group Insurance Pool shall be at the rate of one hundred and sixty-seven dollars ($167) per month for September 1988 and then two-hundred twenty-four dollars and seventy-five cents ($224.75) per month for the remaining eleven (11) months for each full-time equivalent certificated employee of the District. For 1989-90, the District's contribution shall be based on a pass-through of State funding for insurance (the monthly support figure).

   c. The process for distribution to employees and for adjusting the rate of available benefits for 1988-89 and 1989-90 is as set forth in Appendix J.

2. The District and the Association shall continue a committee to study the District's Insurance Program and to make recommendations.

SECTION B: Liability Coverage and Hold Harmless Provisions

1. The District shall hold harmless and shall provide five hundred thousand dollars ($500,000) liability protection for each employee covered by this Contract in case of suit, actions, or claims against the employee and/or the District arising from or out of the employee's performance or failure of performance of duties as agent for the District, provided that the District shall not be obligated to hold harmless or defend employees in connection with acts or omissions outside those performed as an agent of the District or in connection with an employee's gross negligence, intentional or wanton misconduct, knowing violation of law or criminal act; further, provided that the employee agrees to give notice as soon as possible to an attorney of the District's General Counsel of any such suit, claim, or action brought against said employee.
ARTICLE V: EMPLOYEE BENEFITS

2. The District agrees to adopt such methods as it and the District 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 Association agrees that it will support and assist the District in all efforts to be informed of and to correct safety and health hazards and deficiencies.

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

SECTION C: Protection of Employees, Students and Property

1. The District 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 District will call upon other agencies such as the police, the courts and social agencies to help preserve the health and safety of all persons involved in a school situation. To attain these goals, the District agrees to the following provisions:

   a. Preservation of Order in the Schools

      1) An employee is authorized to use force, but no more force than shall be necessary, upon or toward a student or other person on or around school premises whenever such 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 his/her possession, in the possession of another employee or student, or upon school premises.

      2) The District 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.

   b. Benefits to Employees

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

      2) The District shall provide legal counsel to an employee against whom a lawsuit is instituted and which suit arises out of his/her proper exercise of that force authorized in subsection 1-a above, or other District regulations. Furthermore, the District shall assist an employee in obtaining counsel to represent him/her when he/she has been assaulted in or around the school premises or as a result of him/her performing his/her professional duty.
ARTICLE V: EMPLOYEE BENEFITS

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

4) The District or its insurer shall reimburse an employee for any certified loss of or damage to personal property necessarily used in the course of duty or in transporting him/her to or from his/her place of assignment when such 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 following conditions:

a) The District shall reimburse first-dollar losses up to the limit of the employee's insurance deductible, not to exceed two-hundred and fifty dollars ($250).

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

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

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

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

2. Reporting Procedures: An employee shall immediately report any assault suffered by him/her in connection with District employment to his/her building principal/program manager or other immediate superior and cooperate fully in the completion of written and oral reporting procedures. Furthermore, to qualify for benefits under subsections b-2), 3) and 4) above, he/she shall permit the District or its authorized representative to examine all medical records pertaining to the injury for which recovery is sought.

3. The District and any of its employees involved in the investigation and reporting of assaults and injuries resulting therefrom 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.
ARTICLE V: EMPLOYEE BENEFITS

SECTION D: Professional Development

1. In order to enable employees to continue improving their professional competence, the District shall offer in-service courses subject to available funding.

   a. Professional in-service courses will address themselves to specific needs of the District 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 of $8 may be charged for enrollees who do not complete a course.

   b. 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.

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

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

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

   f. Courses shall be offered in the geographical location most convenient for those employees participating.

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

   h. 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.

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

3. Budgetary planning will include consideration of compensation for staff members who are asked to participate in workshops and professional development.
ARTICLE V: EMPLOYEE BENEFITS

conferences which are designed to call for significant or substantial time in excess of the employee school workday.

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

5. Certificated non-supervisory employees who serve handicapped students and prepare IEPs shall be provided one (1) extra day, paid at the appropriate in-service rate, for the purpose of attending a Special Education IEP Workshop. In addition, certificated non-supervisory employees who serve in secondary school and special programs which do not have released time for parent conferences are entitled to up to five (5) additional hours, paid at the appropriate in-service rate, for the purpose of preparing IEPs. 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.

6. The District and the Association agree to abide by the provisions of RCW 28A.67.240 with reference to the Mentor Teacher Program.

SECTION E: Travel Allowances

1. An employee who is authorized to use his/her personal car on District 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 District.

2. Employees authorized to utilize their own personal car in District business shall carry insurance in accordance with Washington State law.

SECTION F: Tax Sheltered Annuities

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

ARTICLE VI: ASSIGNMENT AND SCHEDULING OF EMPLOYEES

SECTION A: 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.
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2. In the process of organizing elementary school classrooms at the beginning of the school year, the basic class size in combination or split-grade assignments shall be at least one (1) less than the average class size limits of those combined grade levels for a particular school.

3. Combination or split-grade assignments as differentiated from non-graded organization shall not be given to beginning teachers.

4. In an effort to reduce the work load on elementary teachers, a combination or split-grade assignment shall consist of independent learners with homogeneous grouping within grade level insofar as school assignment shall make it possible.

5. The District 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.

6. Variations from the above conditions shall be made by the building principal/program manager after discussion with a faculty, an affected grade level, a department or an Instructional Council and the Principal's Cabinet. The written record of the arrangement shall be retained on file in the school office.

7. 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 Section V-E of this Contract.

8. When the need is mutually agreed between the building principal/program manager and the employee, employees who are transferred from one (1) 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 trimester and semester times.

SECTION B: Covering Classes

1. Requests initiated by the building principal/program manager or his/her designee to cover classes not regularly assigned may be made only as deemed necessary by the building principal/program manager or his/her designee in emergencies when arrangements for regular substitutes cannot be made, either because of a time factor or unavailability of a qualified substitute.

2. Arrangements for class coverage may be made between employees with the building principal's/program manager's approval.

3. 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.
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4. Practicum students and non-certificated personnel may be used to cover classes only in such emergency situations as described in Section B, 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 such exceptional situations, the building principal/program manager or his/her designee shall make the decision for such an arrangement and shall accept ultimate responsibility.

5. No Special Education teacher shall be required to teach a program for which he/she does not have the appropriate training and/or experience as determined by the District.

SECTION C: School Facilities

1. Employees shall serve only in properly maintained, adequate facilities which provide standard heating and lighting. The facility shall meet all health and safety standards for employees.

2. When it is necessary to assign employees to relocatable structures, the building principal/program manager will discuss such an assignment with the employee.

3. Kindergarten classes shall not be assigned to relocatable structures unless the facility is specifically suitable for such classes. The determination shall be made by the building principal/program manager after discussion with the faculty and the affected kindergarten teachers.

SECTION D: Movement of Employees Within the Program

1. 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.

2. Assignment to more than one (1) teaching station shall be made in accordance with the following conditions:
   
a. For educationally sound reasons, such as implementation of flexibility in programming;

b. 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 District 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;
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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.

3. The District shall provide a teaching station for the itinerant teaching personnel with required equipment and in an appropriate location as determined in consultation among the employee, supervisor and building principal/program manager.

4. Student Service personnel and itinerant Special Education personnel shall be provided an appropriate working space as feasible for each particular building.
   a. The working space shall be reserved for such personnel during the time they are regularly scheduled into the building.
   b. The needs for privacy and/or the protection of materials shall be met.
   c. Such employees shall be provided access to a telephone where private conversations are possible.
   d. The specifics for making these arrangements shall be made by the building principal/program manager after discussion with the employee and/or the appropriate supervisor.

SECTION E: Transfer Procedures

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

1. Guidelines for Transfers: The District has the legal responsibility to establish the educational programs, services and staff in accordance with the District's basic educational goals and program continuity consistent with the financial resources available. The District has the authority to make necessary adjustments in the District's educational programs, services and staff to be consistent with financial resources available and the provisions of this Contract.
   a. The appropriateness of the assignment of employees has a significant impact on the morale of the employee and his/her effectiveness in the total educational program.
   b. Compliance with Title VI 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 District shall be maintained in placement and transfer of employees.
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c. Employees shall be placed in each vacant position within categories or specialties in which they have designated preference in order of District seniority as indicated in Article IX-B of this Contract.

d. Only employees who have training or experience in dealing with students of a multi-racial/multi-cultural background shall be considered for assignment in schools with thirty (30) percent or more ethnic minority student population. If such employees are not available within the pool and no person will or can take the training or experience prior to the opening of school, other persons will be selected with consideration of appropriate in-service training and/or orientation.

2. Types of Transfer Requests: The three (3) types of transfer requests are option, general and specific:

a. An option transfer request is submitted for vacancies which become available during Spring staffing. Employees submitting option transfers do so with the understanding that they must vacate their current position. These vacated positions are available for selection by other personnel who have been displaced and/or have requested option transfers.

   1) An option transfer request is submitted during the Spring staffing process.

   2) In assigning personnel requesting option transfers, assignment will be accomplished by the District utilizing the same criteria as in VI-E-1 above.

   3) Staff receiving option transfers will be assigned in seniority order with other unassigned displaced staff as outlined in VI-E-4-b-2), below.

   4) Personnel receiving option transfers are not eligible for general transfer opportunities available as a result of the 06/01 window period.

b. A general transfer request is submitted for vacancies that become available during the year. Employees who have general transfer requests on file with District Personnel Services and who qualify would automatically be considered for the vacancy(ies) requested.

   1) General transfer requests may be filed with Personnel Services from 11/15 until five (5) days prior to Winter break for elementary vacancies which occur during Winter break and from 12/16 until five (5) days prior to the semester break for secondary vacancies which occur during semester break. General transfer requests for the next school year may be filed 06/01 through 06/30.
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2) Elementary transfer requests submitted during the 11/15 window period will expire at the end of Winter break. Secondary requests submitted during the 12/16 window period will expire at the end of semester break. General requests submitted by 06/30 will expire 08/01.

c. A specific transfer request is for an announced vacancy and shall expire when the vacancy is no longer available. Specific transfer applicants may also file a general transfer request.

3. Vacancies to be Filled During the School Year

a. Personnel Services will notify employees through a District publication of all vacancies to be filled at the change of a semester or trimester.

b. Except in unusual circumstances, transfers shall be made only at the end of a semester or trimester. The vacancy created as a result of a transfer will not be announced.

c. Every reasonable effort shall be made to ensure that stipended personnel suffer no monetary loss as a result of transfer due to reduction of positions.

d. An employee transferred voluntarily or involuntarily due to reduction of positions will be given priority for transferring to a specific vacancy that occurs in the employee's original building and for which the employee qualifies, subject to the following conditions:

1) For vacancies that occur on or before 10/08 of the current school year, transfers will be implemented as soon as possible, but no later than the fourth (4th) Monday in October of the current school year.

2) For vacancies that occur after 10/08 of the current school year, transfers will be implemented the following school year on either the opening day or no later than the fourth (4th) Monday in October if there is a vacancy for which the employee qualifies.

3) It shall be the responsibility of each employee to notify Personnel Services in writing between 05/01 and 05/30 if such employee wishes to exercise his/her right to return for the second year.

4) If the employee has not been returned to his/her original building by the fourth (4th) Monday in October of the following school year in accordance with the transfer procedures under the provisions of VI-E-3-d, the employee shall cease to have the priority accorded by the provisions of VI-E-3-d.
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5) For vacancies that occur between 10/09 and the end of the school year, no employee shall be transferred under the provisions of VI-E-3-d except by mutual agreement among the employee and the building principals/program managers.

4. Transfer of Staff Due to Reduction of Positions

a. When staff reductions are necessary, the building principal/program manager in conference with the Cabinet or Instructional Council or staff representatives will consider the program needs of the building and determine, in accordance with their responsibilities, what staff reductions should be made. The building principal/program manager will then inform the staff, giving opportunity for voluntary transfers. In cases where insufficient voluntary transfers are obtained, transferees shall be chosen by selecting the employee with the least District seniority (as indicated in Article IX-B of this Contract) within categories or specialties in which they have designated preference. The individual selected will be informed in conference by the building principal/program manager of the proposed displacement and provided the opportunity to comment.

1) A joint certificated non-supervisory Exemption Committee, composed of three (3) representatives appointed by the Association and three (3) representatives appointed by the District shall convene no later than 10/15. The Joint Committee will establish a survey process by which schools/programs can identify unique and developmental programs which meet the following criteria:

a) the program must be dependent upon skill, expertise or special training which is not a part of an employment category definition;

b) the program must not be a part of the regular approved curriculum of the District for schools/programs of like grade configuration and must not be an extra-curricular activity; and,

c) the program must be current at the worksite.

2) Based on survey results, received no later than November 30, the Joint Committee shall compile a list of unique and developmental programs. Inclusion on such list will require at least a two-thirds (2/3) majority vote of the Committee. The final list shall be made available to all District staff, principals/program managers, central administration and the Association by no later than the beginning of the second semester. Programs included on the Annual List of Unique and Developmental Programs will be utilized in staffing for the ensuing school year only.

3) In cases where continuation of an educational program on the Annual List of Unique and Developmental Programs is dependent upon
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one (1) individual employee's skill, special training or expertise which is not a part of an employment category definition, the principal/program manager may propose the exemption of such person from the seniority provision for displacement, provided that:

a) the identified employee would be displaced absent this provision, if the building/program's FTE is reduced for the ensuing school year;

b) the identified employee was assigned to the program prior to its approval as unique and developmental; and,

c) there is no other employee at the worksite who both possesses the equivalent skill, special training or expertise to continue the operation of the program and agrees to accept responsibility for performing the necessary services for the ensuing school year.

4) The Joint Committee shall screen all proposed exemptions, received no later than the beginning of the Spring staffing process, for compliance with the provisions of this VI-E-4-a. Where exemptions are granted, the person selected for displacement shall be the next immediately higher senior employee eligible for displacement. A maximum of twenty (20) approved exemptions shall be granted for the ensuing school year.

5) Within ten (10) days following the beginning of the Spring staffing process, the Joint Committee shall provide Personnel Services with a listing of proposed exemptions which have been approved by the Joint Committee. Personnel Services will verify the displacement status of employees proposed for exemption as part of the regular displacement process. Upon confirmation by Personnel Services, the Joint Committee shall notify the principals/program managers as to the status of proposed exemptions. Prior to implementation of the exemptions granted, the Joint Committee shall provide the Executive Director of the Association and the Director of Labor Relations with a complete listing of employees exempted from the normal displacement processes under the provisions of this item VI-E-4-a.

b. In reassigning displaced unassigned staff, assignment will be accomplished by the District utilizing the same criteria as in item 1 above.

1) The assignment of displaced unassigned personnel for HEW compliance will be the first priority, using the procedures outlined in this item 4-b. After HEW compliance positions are filled, the remaining displaced unassigned personnel will be reassigned using the same procedures outlined in this item 4-b.
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2) The District shall notify displaced unassigned employees of vacant positions. Information furnished by the building principals/program managers about the vacant positions shall be made available to displaced unassigned employees. In order to be eligible for an offer of a particular vacant position, qualified employees, as specified in item 1 above, may be required to participate in up to nine (9) mandatory interviews with building principals/program managers.

a) Mandatory interviews shall take place either in-person at the building site/job fair or over the telephone, as designated on the RSVP and printed in the Placement of Unassigned Employees book.

(1) If more than one (1) designated position is available in a building/program, one (1) interview will count as meeting interview requirements for all other designated positions in that same building/program for which the employee is qualified. Such interviews shall count as one (1) for purposes of item (5) below.

(2) Both the employee and the building principal/program manager/designee shall maintain a log of interviews completed.

(3) If the building principal/program manager/designee is unable to schedule an interview, or the interview is cancelled by the building principal/program manager/designee, the employee shall not be denied the opportunity to select a designated position in that principal/program manager's building for lack of interview.

(4) If the building principal/program manager/designee cancels an interview, that interview shall count as completed and shall be logged as completed.

(5) Only those employees who complete a minimum of nine (9) interviews or who participate in an interview for a particular position designated as requiring an interview, shall be eligible for offer of that position.

(6) No employee shall be required to participate in more than nine (9) interviews.

b) The District shall offer the position to the qualified employee with the highest District seniority, provided he/she has complied with the provisions of a) above.

(1) Should such an employee not accept the assignment, the position shall be offered to the next qualified senior
ARTICLE VI: ASSIGNMENT AND SCHEDULING OF EMPLOYEES

employee, provided that he/she has complied with the provisions of (a) above.

(2) In the event that an interview is required for a position, but no one who complies with that requirement selects the position, the District shall follow the process outlined in item (3) below.

(3) If there is no employee with experience or training within the program, grade level, or subject area who is willing to accept the assignment, the District shall choose the most junior employee with training or experience as described above.

3) Certificated non-supervisory employees holding fractional contracts shall be provided the opportunity to increase their contracts to full-time by completing an Application for Full-Time Employment form. This Application must be completed by no later than 05/01 of each school year and on file in Personnel Services for consideration for the ensuing school year. Such employees shall have first right of refusal, in seniority order, for any full-time open position(s) for which they qualify.

4) Requests for general or specific transfer shall be honored in accordance with items VI-E-1-c and VI-E-2 of this Contract prior to the implementation of item VI-E-4-b-5) below. Except in unusual circumstances, transfers shall be made only at the end of a semester or trimester. The vacancy created as a result of a transfer will not be announced.

5) After displaced personnel are assigned, qualified persons in the reemployment pool will be selected and assigned by the District utilizing the same criteria as in item 1 above. After all vacant positions have been filled for the start of the school year, Personnel Services will work with the building principals/program managers to fill additional vacancies utilizing the criteria in item 1 above, giving consideration to requests for transfer as provided in item 2 above.

6) In any year in which the District is conducting a layoff the above provisions pertaining to mandatory interviews, shall not apply to employees in the Reassignment pool set forth in Section IX-G.

5. Transfer by Administrative Decision

a. Employees who are transferred by administrative decision for the following year shall be notified in writing as soon as practicable, but no later than 06/01 of the school year. Employees who are to be transferred at other times shall be given at least one (1) week's notice. The written notification shall include the reasons for the transfer.
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b. The building principal/program manager will confer with the individual tentatively selected for administrative transfer, shall provide tentative notice of transfer in writing, and shall provide the employee with an opportunity to comment.

c. Criteria listed in item 1 above shall be utilized for administrative transfer.

d. An employee who is selected to transfer as a result of administrative decision after the beginning of the school year shall be assigned to a position as expeditiously as possible. Unless there are some unusual circumstances, he/she will remain in the original assignment until a position is available. Such employees shall be placed in the contracted teacher substitute pool only after other alternatives have been carefully considered by administration and discussed with the employee.

6. Administrative Transfer Caused by School Closure

a. Vacancies:

1) Vacancies which are identified during the second semester of a school year preceding school closure shall be filled from the substitute roster for the remainder of that school year, in accordance with Sections III-E and IX-E of this Contract. If such vacancies continue to be authorized for the following school year, those vacancies shall be permanently assigned in the staffing process for the assigning of all positions.

2) District-wide "bumping" shall not be allowed.

3) The District shall place all employees displaced from assignment due to school closure to new assignments by giving them first consideration for placement in open positions.

b. Impact of School Closures on Stipends:

1) Employees holding stipended positions during the school year preceding school closure shall not be displaced from those positions by employees who have been reassigned for the school year following school closure as a result of that closure, and shall maintain their stipended position(s) unless removed in accordance with the provisions of this Contract.

2) Employees holding stipended positions during the school year preceding school closure, who have been reassigned as a result of that closure, shall have the first right of refusal for any identical vacant stipended position within his/her assigned building for two (2) school years.
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3) Employees holding Class I stipended positions during the school year preceding school closure, who have been reassigned for the school year following school closure as a result of that closure, shall retain the first right of refusal for any identical vacant Class I stipended position(s) that opens in the District for two (2) years.

4) Employees holding Class II and III stipended positions during the school year preceding school closure, who have been reassigned for the school year following school closure as a result of that closure, shall retain the first right of refusal for any identical vacant stipended position that opens in the District for two (2) years, provided there is a certificated vacancy in the building in which the stipend is available for which the employee is qualified.

c. Movement/Transfer of Equipment, Teaching Materials, Personnel and Programs:

1) Employees from closed schools will be responsible for transporting their own personal materials and equipment to their new work location; for example: self-made teaching materials, gifts, and items purchased by the employee. However, the District will transport the above-mentioned materials on an exception basis for handicapped employees.

2) Employees from closed schools may personally transport District-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.

3) The District will develop a process whereby employees from closed schools will be given the opportunity to request the transfer of District textual materials and/or equipment they presently use to their new District locations. Textual materials and/or equipment approved for transfer will be transported to the employees' new assignments by the District.

4) Every effort shall be made to have the materials of transferring employees from closed schools transported by the District to their new work locations by 08/17.

5) It will be a top priority of the District to have essential equipment, supplies and textual materials assigned and available in all buildings by 08/17.

6) 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 District
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which are associated with school closure or relocation of programs, he/she will be compensated for duties performed beyond his/her contracted work year at his/her per diem rate.

7. District-Initiated Transfer to Specialized Positions: A specialized position is a pilot or innovative program. Examples are Magnet School Program, Alpha Mentor, Minimum Competencies. Persons will be selected for these positions according to the procedures found below.

a. Assumptions:
   1) Applicants for such positions who meet the requirements of the position description will be chosen on the basis of seniority as defined in item IX-B-1 of this Contract.
   2) The District will comply with federal requirements (HEW, Title IX).
   3) General female/male and minority/majority balance shall be considered.
   4) There will be a specific job description developed for each position.

b. The following general qualifications and other factors shall apply:
   1) Applicants must meet the requirements of the position description.
   2) Willingness to participate in summer workshops and planning sessions if required.
   3) Completion of or willingness to attend the Human Relations In-service Training Workshop if required.

c. A Committee will be established to consider applicants. The Committee shall have the following duties:
   1) Review applications.
   2) Select candidates who meet qualifications and responsibilities listed in the job descriptions.
   3) Interview candidates to determine whether applicants meet qualifications and responsibilities as listed in the job descriptions.
   4) Identify candidates who meet qualifications and responsibilities as listed in the job description.

d. Guidelines for Interview Committee: The Committee will select candidates to be interviewed based on the following criteria:
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1) Minimal education requirements as defined in the announcement of the position.

2) Minimal experience requirements as defined in the announcement of the position.

3) Extent to which references from supervisors during the last four (4) years support the applicant's ability to meet the qualification and responsibility requirements as defined in the position announcement.

e. Evaluation Procedures:

1) After the interview of each candidate, the committee members shall note on the form "Qualifications for Selection for Positions" whether the applicant meets the qualifications and responsibilities.

2) A summary will be prepared by the Chairperson.

3) If more than one (1) applicant meets all of the qualifications and responsibilities, qualified applicants shall be recommended in seniority order.

SECTION F: Transportation of Students

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

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

   a. The drivers are licensed and carry adequate insurance;
   
   b. The vehicles to be used are in good operating condition;
   
   c. Parent requests for student participation on such trips are on file before departure.

SECTION G: Preparation-Conference-Planning Time

1. All teachers shall plan with the building administration in their schools to organize their work day to include Preparation-Conference-Planning (PCP) time. Elementary teachers shall have a minimum of 150 minutes per week of PCP time within the employee work day. All secondary teachers shall plan with the building administration to have PCP time to the equivalent of one (1) full class period per day. Such PCP time shall not be scheduled during the thirty minutes preceding the student day nor the thirty (30) minutes following the student day. The faculty representative organization shall be responsible for working with building administration to develop plans for PCP time when the faculty delegates this responsibility.
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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.

SECTION H: Textbooks, Materials, Supplies and Equipment for New Programs

1. The school faculty representative organization in cooperation with the building administrative staff shall work toward assuring that needed textbooks, materials, supplies and equipment for new programs are present at the building level prior to introduction of new programs.

2. The Association shall recommend persons to the District for each curriculum and textbook selection committee established by the District.

SECTION I: Elementary Specialists

1. The District recognizes that specialists, such as those for music and physical education 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, the District shall provide one (1) additional FTE teacher position for ten (10) FTE classroom teachers in elementary buildings.

3. The determination of the type of specialization shall be made by the building principal/program manager after discussion with the faculty or faculty representative organization.

4. The purpose of such specialists is to provide expert instruction in specialty areas.

SECTION J: Kindergarten Instruction

1. All kindergarten teachers shall be provided Preparation-Conference-Planning (PCP) time consistent with Section VI-G of this Contract.

2. All kindergarten teachers shall be provided with one (1) ten (10) minute break in the morning and one (1) ten (10) minute break in the afternoon. Time for the breaks shall be mutually agreed upon with the building administrator. Supervision of students within the class shall be provided during such breaks as arranged by the building administrator with the teacher.

3. The District shall strive to provide suitable kindergarten classrooms appropriately equipped for effective learning. Building principals/program
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managers and employees will discuss room assignments in the light of available facilities in the building as indicated in Section VI-C of this Contract.

4. Kindergarten teachers who are assigned to two (2) buildings shall be scheduled in such a manner as to provide a thirty (30) minute duty-free lunch period plus necessary travel time between buildings.

5. Kindergarten teachers assigned to two (2) buildings shall be provided one (1) full day of released time each month. The released time will provide the teacher an opportunity to remain a full day in one (1) of the buildings for the purpose of preparing instructional materials and for conferring with staff and parents.

6. The contract year for one-half (.5) day kindergarten teachers shall include one (1) teacher duty day without students present at the beginning and ending of the academic year.

7. A teacher assigned to a split kindergarten/first grade class shall have only one (1) session of kindergarten in addition to the first grade children.

8. The total number of minutes of instructional time shall be consistent throughout the District for kindergarten teachers.

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, sex, age, marital status or handicap except as may be permitted to meet a bonafide occupational qualification and the District shall comply with state or national laws as may pertain thereto.

2. The District has as its goal an Affirmative Action Program of recruiting, hiring, retaining 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 City of Seattle laborforce standard published by the City of Seattle Department of Human Rights (adjusted to include the "discouraged worker" factor released by the U.S. Bureau of Labor Statistics). Priority will be given to the recruitment, hiring, retaining and assigning of minority personnel who have the appropriate qualifications. Layoffs will be conducted consistent with the provisions of IX-B-2.

3. In implementing the Affirmative Action Program, the District shall recruit, employ, retain and assign personnel in conformity with state and federal laws, rules, regulations and directives.

4. The District's Affirmative Action Goals shall not serve as ceilings or quotas for representation of racial groups among District employees. Once such goals are reached, recruitment, hiring, retention and assignment shall be on a race blind basis.
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5. The District's Affirmative Action Program shall be consistent with the provisions of item 2 above. In implementing the Affirmative Action Program, the District shall take into consideration the findings and recommendations of the committee established in the Memorandum of Understanding Concerning Affirmative Action between the parties, signed 09/19/83.

SECTION L: Bilingual Education

1. Bilingual Education programs shall have clearly defined goals, objectives and measurable achievements for the level of instruction.

2. Bilingual teachers shall cooperatively plan and hold appropriate meetings with District administrators regarding their programs.

SECTION M: School Counselors

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 Certificate (ESA). Counselors shall also hold valid teachers' credentials in the State of Washington and have at least one (1) year of successful classroom experience.

2. Each counselor shall be accountable to the principal/program manager of the building to which he/she is assigned.

3. Each secondary school shall be allotted five (5) days for each full-time equivalent counselor at per diem pay. These days shall be assigned to the building counselors by the building principal/program manager after discussion with the Counseling staff.

4. 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.

5. Secondary counselors are assigned on a ratio of approximately 400:1.

6. Elementary counselors shall be assigned to one (1) building whenever feasible.

7. Counselors may attend professional meetings and conferences during school hours as recommended by and approved by the appropriate building principal/program manager.

SECTION N: Student Services

1. Pursuant to rules established by the State Board of Education, all school psychologists and social workers employed by the Seattle Public Schools shall hold valid Education Staff Associate (ESA) Certificates.

2. These Student Service personnel shall have District-wide supervision provided by a responsible individual in the Central administration. Requests
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for service are initiated by the building principal/program manager or his/her designee.

3. Periodic meetings of the psychologists, counselors and social workers will be established by the appropriate line administrators for the purpose of planning and consulting to meet the needs of students.

4. Psychologists and social workers may attend professional meetings and conferences during school hours as recommended by and approved by the appropriate line administrators.

5. It is desirable for psychologists and social workers to hold valid teachers credentials in the State of Washington and have some successful experience as classroom teachers.

SECTION 0: School Libraries

1. A major goal of the District is to provide a full program of instruction to meet the needs of all students. In an effort to meet this goal, the District shall continue to maintain library and learning resource center facilities. Continuous access to library collections and flexible scheduling of facilities shall be a major component of such plans.

2. The District 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 District Library Office.

   b. Arrangements will be made at each building for the libraries to remain open.

4. Librarians shall be eligible for consideration for attendance at the annual meeting of the Washington State Association of School Libraries held in the Spring and the State Librarian Workshop held on the State in-service day in the Fall under the provision of item IV-A-8 of this Contract.

5. The Library Catalog Unit shall be staffed and equipped so that library materials received by the District can be delivered to the buildings promptly. Unreasonable delays shall be a subject for discussion by librarians with the Library Supervisor and the Assistant Superintendent for Educational Support Services.
ARTICLE VI: ASSIGNMENT AND SCHEDULING OF EMPLOYEES

6. The Head Librarian shall be a member of the faculty representative organization in each school.

7. 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.

8. All library staff are directly responsible to the Head Librarian.

9. Additional days, as indicated in a and b below, shall be made available for the academic year at per diem rate to be used in the opening and closing of the facilities. One (1) or two (2) of the available days may be utilized during Winter or Spring vacation to complete tasks that cannot be carried out during the school year:

   a. Five (5) days shall be made available for each full-time equivalent (FTE) librarian assigned to one (1) building.

   b. Eight (8) days shall be made available for each librarian assigned to two (2) buildings; four (4) days per building. Exceptions to the four (4) days per building rule may occur by mutual agreement among the employee and the building principals/program managers.

10. All vacant library positions shall be advertised in the GUIDE or appropriate personnel bulletin.

SECTION P: Foreign Language

1. Foreign languages in the Seattle Public Schools shall be taught by teachers adequately prepared in the language offered. For purposes of this section, adequate preparation shall mean college course work in the teaching of language or an equivalent thereof from experience gained or classes attended.

2. Foreign language programs shall have clearly defined goals, objectives and measurable achievements for the level of instruction.

3. Foreign language teachers shall cooperatively plan and hold appropriate meetings with District administrators regarding their programs.

SECTION Q: Instructional Councils, Cabinets or Faculty Representatives

1. 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.

2. The faculty representative organizations shall make recommendations to the building principals/program managers in the following areas:
ARTICLE VI: ASSIGNMENT AND SCHEDULING OF EMPLOYEES

a. Goals, objectives and standards in instruction and conduct.
b. Program development, implementation and program evaluation.
c. Scheduling and allocation of personnel.
d. Budget allocations.
e. An instructional program that is based upon input from local citizen groups, academic sources, District philosophy, and consistent with District goals.

3. 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.

a. The building principal/program manager shall respond in writing to all written recommendations of the faculty representative organization in meetings with that organization.
b. The faculty representative organization shall use established administrative channels of the building when recommending changes in existing rules, regulations and procedures.

4. 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 and/or Special Education at the building level, and the building principal/program manager or his/her designee. At least one (1) member of the faculty representative organization shall be an ethnic minority person.

5. 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 such recommendations, the faculty representative organization shall ensure that the building staff has participated during the planning and development of this program. The evaluation of such a program shall determine the effectiveness of the program.

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

7. The faculty representative organization shall meet during the employee work day.
ARTICLE VI: ASSIGNMENT AND SCHEDULING OF EMPLOYEES

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

SECTION R: Pupil-Teacher Ratio

1. The District recognizes that a reasonable District school pupil-teacher 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 District maintains that class size and/or pupil-teacher ratio must reflect individual school needs and unique problems.

2. In implementing the objectives of quality instruction and in order to properly deal with the challenges of discipline, counseling and instruction, the District shall maintain a ratio of students to full-time equivalent classroom teachers at no more than the following:

   a. Maintain an average District ratio of students to full-time equivalent teachers at no more than 26:1 for grades K-3, 28:1 for grades 4-6, and 150:1 for grades 7-12, exclusive of Special Education and Bilingual.

   b. Take actions to limit regular academic class size to thirty-two (32) students for grades 7-12. This would not necessarily hold for classes where staff and administrators have developed and arranged special variations in curriculum, instructional methods and staff organization. Following the October enrollment count, a revised projection will be made for each secondary school for the following January. In case the enrollment of any secondary school is projected to be more than a 28:1 pupil-classroom teacher ratio for the following January, appropriate staff will be added as soon as practicable, which will be determined within thirty (30) days after the January projections are calculated, but no later than 12/01 of the same school year, provided such assistance shall be through allocation of staff.

   c. Maintain a staffing guideline of 150 students per teacher per day, with the exception of special classes and programs where the individual class size has been exceeded in grades 7-12. The appropriate executive level administrator will be notified by the building principal/program manager of assignments which exceed the guidelines, and they will explore possible adjustments with teachers and appropriate faculty representatives.

   d. Take actions to limit regular academic class size to a building range of 26-28 for grades K-3 and of 28-32 for grades 4-6; the same building ranges shall apply to self-contained programs except Special Education
ARTICLE VI: ASSIGNMENT AND SCHEDULING OF EMPLOYEES

and Bilingual. In the event that the maximum number in either range is exceeded in a building, the District shall provide relief in the form of additional certificated non-supervisory staff.

e. Take actions to limit individual regular academic class size for grades 4-6 to twenty-eight (28) and for grades K-3 to twenty-six (26). This would not necessarily hold for classes where teaching staff and administrators have developed and arranged special variations in curriculum, instructional methods and staff organization. In situations in which such a limit is exceeded in a regular class in grades K-3 by two (2) students or in grades 4-6 by four (4) students, following the October enrollment count the District will provide additional assistance as identified in consultation between the appropriate executive level administrator and the building staff.

f. The District agrees to contact the Association in January of 1989, or as soon thereafter as preliminary budget and enrollment information becomes available, for the purpose of attempting to agree on a staffing standard for the 1989-90 school year.

1) In the event the parties agree, the staffing standard will be used for that school year. In the event that the parties cannot agree, the District may go forward with the staffing process and the Association preserves its position.

2) Further, in the event that there is no agreement on the staffing standards, this item VI-R-2-f may be re-opened by either party with ten (10) days written notice to the other. Such notice shall then make this item the subject of timely negotiations between the parties commencing on 03/25/89, or any other mutually agreed upon date for the 1989-90 school year.

g. Encourage staff and building administrators 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.

h. Maintain staffing in special programs for the handicapped 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.

SECTION S: School Nurses

1. All school nurses within the Seattle Public Schools shall hold valid Educational Staff Associate (ESA) Certificates issued by the State Superintendent of Public Instruction and a Washington Nurses License.

2. One-half (.5) day released time shall be provided monthly for all school nurses to meet under the direction of Personnel Services and the Supervisor.
ARTICLE VI: ASSIGNMENT AND SCHEDULING OF EMPLOYEES

of Health Services for the purpose of planning, consulting and discussing professional matters that will assist in meeting the needs of the students within the District.

3. The District Health Services Supervisor and the school nursing staff will continue to examine the SCHOOL HEALTH SERVICES REGULATIONS AND PROCEDURES HANDBOOK.

4. Nurses shall be provided with a duty-free lunch period of thirty (30) minutes. The school nurse may, at his/her own option, choose to schedule his/her lunch break in such a manner that health care is provided during the students' lunch period.

5. When substitute nurses are employed, they shall be paid at the same rate as the substitute teacher.

6. School nurses shall be evaluated by building administrators utilizing the evaluation form entitled "Evaluation of Nurses by School Administrators". The administrator's form shall be forwarded to the Health Services Supervisor who shall complete the school nurses final checklist on the form entitled "School Nurse Evaluation Form". All school nurse evaluations shall be in accord with Article VIII of this Contract.

SECTION T: Occupational and Physical Therapists

All occupational and physical therapists within the District shall be compensated on the Certificated Non-Supervisory Employees Salary Schedule.

SECTION U: Academic Summer School

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

ARTICLE VII: 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 District regulations, rules, procedures, or District practices and/or the provisions of this Contract.
ARTICLE VII: GRIEVANCE PROVISIONS

2. "Grievant" means an employee or employees of the District covered by this Contract having a grievance or the Seattle Education Association.

3. "Association" 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 vacation.

SECTION C: Initial Grievance Provisions

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

   a. To expedite resolution, the grievance shall be initiated within sixty (60) days following the events or occurrences upon which it is based, except that grievances related to salary may be filed at any time the situation is discovered.

   b. 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.

   c. At Formal Steps 1, 2 and 3, failure of the appropriate District 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.

      1) 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.

      2) 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.

   d. Failure of the grievant to submit timely a Grievance Review Request for the next step or to submit timely a 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.

2. 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 District administrator to have been changed at Steps 2 or 3 shall be deemed withdrawn and resubmitted at Step 1.
SECTION D: Grievance Procedure

1. Required Informal Discussion: An employee shall first take up a complaint or problem with his/her immediate administrative superior 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 such conference.

2. Formal Step 1: If the employee is dissatisfied with the outcome of the informal private discussion(s), he/she may, within ten (10) working days after the informal conference, initiate the formal grievance procedure at Step 1 by presenting a Grievance Review Request form to his/her immediate administrative superior with a copy to the Department of Labor Relations.
   a. Every effort should be made in the formal Step 1 conference to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution.
   b. The formal conference shall occur within ten (10) working days of the receipt of the written request by the immediate administrative superior.
   c. A written response shall be given or addressed and mailed to the grievant, by the immediate administrative superior within ten (10) working days after the formal conference, and copies shall be filed with the Department of Labor Relations and the Association.

3. Formal Step 2: If the grievance is not adjusted to the satisfaction of the grievant under Step 1 within ten (10) working days after receipt of the copy of the Step 1 response by the Association, the grievant may, within that time constraint, request review, conference and action at Step 2 by submitting a completed Grievance Review Request form to the Department of Labor Relations.
   a. The Department of Labor Relations will assign the grievance to an appropriate Central administrator for review and formal conference at Step 2.
   b. The formal conference at Step 2 shall occur within 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 Association.

4. Formal Step 3: If the grievance has not been adjusted to the satisfaction of the grievant under Step 2 within ten (10) working days after receipt of the copy of the Step 2 response by the Association, the grievant may, within
ARTICLE VII: GRIEVANCE PROVISIONS

that time constraint, request review, conference and action at Step 3 by submitting a completed Grievance Review Request form to the Department of Labor Relations.

a. The Department of Labor Relations will assign the grievance to the Superintendent/designee for review and formal conference at Step 3.

b. The formal conference at Step 3 shall occur within ten (10) working days after 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 Superintendent/designee within ten (10) working days after the formal conference, and copies shall be filed with the Department of Labor Relations and the Association.

5. Formal Step 4: If the grievance has not been adjusted to the satisfaction of the grievant at Step 3 within sixty (60) days after receipt of the copy of the Step 3 response by the Association, the Association 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. Such arbitration shall be conducted by an arbitrator under the rules and administration of the American Arbitration Association (AAA). If the Association does not notify the District and the AAA of intention to arbitrate (Demand) (Section 7 of AAA Rules) within sixty (60) days after receipt of the copy of the Step 3 response by the Association, the grievance shall be deemed withdrawn. During arbitration under this step, neither the District nor the grievant will be permitted to assert any grounds not previously disclosed to the other party.

SECTION E: 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 Contract between the District and the Association or the rules, regulations, policies or resolutions of the District.

2. The arbitrator is empowered to include in his/her award such 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 District.

SECTION F: Expenses of Arbitration

Each party shall bear the full costs for its side of the arbitration and the cost of any transcript(s) it requests, and will pay one-half of the costs for the arbitrator and American Arbitration Association administration.
ARTICLE VII: GRIEVANCE PROVISIONS

SECTION G: 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 District 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. Upon the adjustment of the grievance, such documents/communications/records shall be destroyed; provided that a summary of the grievance, which will include the final adjustment thereof, will be prepared by the Department of Labor Relations and shall be retained as a matter of record in the grievant's District personnel file. The grievant may review this summary and place a written response to it in the District personnel file.

3. At each step of the procedure for adjusting grievances after the initial private conference(s) with his/her immediate administrative superior, the grievant may request to be accompanied by a representative of the Association, provided that any employee at any time may present his/her grievance to the appropriate District administrator and have such grievance adjusted without the intervention of the Association, as long as the Association 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 Contract, pursuant to RCW 41.59.090.

4. No known agent of an organization in competition with the Association shall be allowed to process or monitor grievances unless such 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.

ARTICLE VIII: EVALUATION

SECTION A: Annual Performance Evaluation

1. Procedures and criteria listed below shall be utilized by the District to evaluate all certificated non-supervisory educational employees:

   a. The building principal/program manager shall be responsible for completing the annual performance evaluation form (Appendix G) of every employee whose major portion of assignment is in his/her building.

   b. An employee who does not spend a major portion of his/her time in one (1) building shall be evaluated by the administrative director or supervisor for his/her particular service.
ARTICLE VIII: EVALUATION

c. An employee who serves equal time in two (2) buildings will be evaluated by each building principal/program manager.

d. The instructions to evaluators shall indicate that a transfer to a different building is a factor outside the individual's control and shall be considered and noted as appropriate in the evaluation as a factor which influences the employee's performance.

e. The building principal/program manager or supervisor shall:

1) Observe all continuing employees on at least two (2) separate occasions for a total period of not less than sixty (60) minutes per year.

2) Utilize the observation criteria checklist for certificated classroom teachers or the appropriate observation criteria checklist for certificated support personnel as determined by titles shown in Appendix F.

3) Complete two (2) copies of the appropriate observation criteria checklist (Appendix F) within three (3) working days after the observations referenced in item 2) above.

   a) One (1) copy shall be retained by the building principal/program manager or supervisor to be used to complete the annual performance evaluation form (Appendix G).

   b) One (1) copy shall be given to the employee within three (3) days following the observation. Either the observer, the classroom teacher or the certificated support person may request a conference regarding the observation criteria checklist.

   c) The teacher or the certificated support person may respond to the observer regarding the observation criteria checklist (Appendix F) in writing within three (3) days of its receipt.

4) Non-supervisory certificated employees covered by this Contract, Section I-A, shall not:

   a) Conduct either of the two (2) formal observations as referred to in item VIII-A-1-e-1) of this Contract.

   b) Conduct the observations of newly hired employees as referred to in item VIII-A-1-e-5) of this Contract.

   c) Complete the annual performance evaluation form for all employees as referred to in item VIII-A-1-e-6) of this Contract.
ARTICLE VIII: EVALUATION

Such employees may, however, be involved in further or additional observations for the improvement of instruction.

5) Observe all newly hired (i.e., provisional) employees at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of employment.

6) Complete by 01/15 an annual performance evaluation form (Appendix G) for all employees for whom the probation provisions of RCW 28A.67.065 apply if the performance of any such employee is judged to be unsatisfactory based on one or more of the observations conducted utilizing the observation criteria checklist shown in Appendix F.

   a) Such employee shall be notified in writing by the Superintendent of stated areas of deficiencies along with recommendations for improvement by 02/01.

   b) Such employee may be placed on probation by the Superintendent on or before 02/01 and ending no later than 05/01.

   c) The building principal/program manager or supervisor shall meet with such employee at least twice per month to supervise and make written evaluation reports of progress of the employee.

   d) The building principal/program manager or supervisor may lift the probationary status at any time between 02/01 and 05/01 if satisfactory improvement of stated deficiencies has been documented.

7) Finalize annual evaluation of all satisfactory new and continuing employees by completing the annual performance evaluation form (Appendix G) no later than 05/15.

   a) One (1) copy of the form shall be given to the employee, one (1) copy shall be retained in the employee's work site personnel file, and one (1) copy shall be sent through the appropriate executive level administrator to the employee's personnel file.

   b) The observation criteria checklists (Appendix F) used to determine satisfactory performance shall be destroyed at the end of the school year, except that the observation criteria checklists for those employees whose performance has been determined to be unsatisfactory and/or in need of improvement may be retained in the building until such time as his/her performance has improved as set forth in the observation criteria checklists. Observation criteria checklists for those employees determined to be in need of improvement may not be
ARTICLE VIII: EVALUATION

retained beyond twelve (12) months following completion of the next school year's performance evaluation.

8) Shall provide all employees with the opportunity for no less than two (2) confidential conferences with his/her immediate supervisor for the purpose of aiding the employee in his/her professional performance.

2. Disputes concerning exclusively a departure by the District from the procedural requirements of this Article VIII shall be subject to the grievance provisions of Article VII. All other disputes, including findings made and conclusions reached by the building principal/program manager or supervisor shall not be subject to Article VII, except that employees whose performance is judged to be satisfactory on the annual performance evaluation form (Appendix G) may use the grievance provisions of Article VII through Step 3 for the purpose of obtaining a review of the findings made and conclusions reached. Any employee who remains dissatisfied with the results of this review shall have the right to remove the annual performance evaluation form (Appendix G) from his/her personnel file after a period of four (4) years from the date of the Step 3 grievance response. In cases of notice of probable cause for discharge, adverse change in contract status, or nonrenewal of contract, any grievance then pending shall be subject to no further processing under Article VII and the grievant may pursue the statutory review procedures. An arbitrator shall have the authority to direct appropriate remedies in cases properly subject to arbitration.

SECTION B: Short-Form Evaluation

1. After an employee has received four (4) years of satisfactory evaluations, the District may use a short form of evaluation.

a. The short form of evaluation shall include either:

(1) an observation of thirty (30) minutes with a written observation report, with a copy given to the employee during the post-observation conference; or,

(2) a final written evaluation based on two observation periods totalling not less than sixty (60) minutes without a written observation report being prepared.

b. A conference will be held between the evaluator and the employee regarding which option of the short-form evaluation will be used.

c. The short-form evaluation process shall not be used as a basis for determining that an employee's work is unsatisfactory nor as probable cause for non-renewal of an employee's contract under RCW 28A.67.070, nor shall the short-form evaluation contain negative comments.

2. The long-form evaluation process, set forth in Section A above, shall be followed at least once every three (3) years, or upon the written request of
ARTICLE VIII: EVALUATION

the employee, or upon written notification by the evaluator, on or before the date of their preassessment conference in any given school year.

3. By November 15th of each academic year, the evaluator will provide to each certificated non-supervisory staff person a confidential notice as to whether they will receive a long-form or short-form evaluation.

4. If after an observation the evaluator concludes that an employee being evaluated by the short-form process needs improvement or negative comment is warranted, the evaluator must use the full long-form process in Article VIII-A-1-e.

5. Except as covered by the provisions in B-1 above, the timelines and procedures of Article VIII, Section A will govern evaluations.

SECTION C: Substitute Teacher Evaluation

1. All substitute teachers shall be evaluated in accordance with the Guidelines for Evaluation of Substitute Teachers and the Substitute Teacher Evaluation Form in Appendix H.

2. Personnel Services shall maintain all individual evaluations of a substitute for the school year which will become a part of the permanent substitute personnel file.

SECTION D: Coaches Evaluation

1. All coaches shall be evaluated in accordance with the Criteria for Effective Coaching and the Coaches Performance Evaluation Form in Appendix I.

2. Personnel Services shall maintain all individual evaluations of a coach for the school year which will become a part of the coach's permanent personnel file.

ARTICLE IX: STAFF ADJUSTMENTS

SECTION A: Conditions Necessary for Layoff

1. The District has the legal responsibility to establish the educational programs, services and staff in accordance with the District's basic educational goals and program continuity consistent with the financial resources available. The District has the authority to make necessary adjustments in the District'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 Contract.

2. Adverse developments which can necessitate layoffs include:
   a. Failure of a special levy election;
ARTICLE IX: STAFF ADJUSTMENTS

b. Large insufficiencies in State funding; or,
c. Large reductions in categorical funds or projects.

In such cases where large-scale layoffs are necessary, the District 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 District 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 students.

3. 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 District shall provide the Association 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, such notice shall be provided at least twenty-four (24) hours prior to the employees' receipt of lay-off notices. The District and the Association will immediately meet to review the changes.

4. The performance ratings (evaluation) of employees shall not be a factor in determining the order of layoff under this Section.

5. Vacancies created by retirement, resignations, leaves and discharges will be taken into consideration in determining the number of available certificated positions prior to the following school year.

SECTION B: Seniority

1. Seniority is the length of regular contract service an employee has with the Seattle School District and includes length of service transferred from other Washington public school districts.

   a. Service from another Washington public school district 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.
ARTICLE IX: STAFF ADJUSTMENTS

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 interrupts an employee's service.

e. Seniority includes Washington district service prior to resignation or leave and excludes substitute service.

2. Seniority lists will be established for minorities and for non-minority employees. Proportionate reductions and recall will be made from each list. In determining the assignment of employees remaining after a layoff, an ethnic balance of employees will be maintained. It is the intention of the parties that this Article be consistent with the District Affirmative Action efforts in hiring.

3. Employment Categories: The following employment categories are established to ensure the qualifications of employees assigned to retained positions:

a. Elementary teachers (Grades K-3)

b. Elementary teachers (Grades 4-6)

c. Middle School and High School by subject matter area or department. A subject matter area or department is a category defined but not limited to one (1) of the following: Art, Business Education, Foreign Language, Home Economics, Industrial Arts, Language Arts, Mathematics, Music, Physical Education, Science and Social Studies. Each subject matter area or department represents a category and the specific subject a teacher is qualified to teach must be listed under each subject matter area or department.

d. Support service certificated specialists, such as one (1) or more of the following: counselors, librarians, physical education specialists, psychologists, social workers, traffic education, work experience, speech and hearing therapists, music specialists, reading specialists, nurses.

e. Special Categories: A category specifically identified by the District which is unique or essential to maintaining at least a minimum school or function. Examples of programs under this category are Bilingual Education, Special Education, occupational therapists, physical therapists.

f. Each employee shall select categories for which he/she is qualified, in preference order. Categories granted prior to 09/01/82 shall continue so long as the qualifying criteria in existence prior to that date are met. Any new categories or changes in categories subsequent to 09/01/82 must meet the following criteria:
ARTICLE IX: STAFF ADJUSTMENTS

1) A major in that category; or,

2) A minor in that category within the last six (6) years; or,

3) One (1) year of experience (minimum .8 FTE) in the chosen category within the last six (6) years or two (2) or more years experience (minimum .4 FTE) within the last six (6) years to accumulate to a minimum of .8 FTE.

4) Any category lost because of the expiration of the six (6) year time limit may be updated and regained for an additional six (6) years by completion of three (3) college credit hours or equivalent District-approved in-service.

SECTION C: Staff Adjustment Guidelines

Guidelines for staff adjustment shall be as follows:

1. Layoff and recall shall be by seniority within grades, subject matter areas or department.

2. In compliance with Title VI 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 District, layoff and recall of minority employees will be accomplished at the same percentage rate as is required by the budget cut for all other employees.

SECTION D: Certificated Employee Staff Reduction

1. Retentions and layoffs 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 retention.

   b. 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 item IX-B-3 of this Contract.

   c. Length of service of certificated employees shall be the basis for retention within the employment categories.

   d. 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: 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.
ARTICLE IX: STAFF ADJUSTMENTS

2. 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 retention.
   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 inservice training and/or orientation.
   f. In compliance with Title VI 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 District, layoff and recall of minority employees will be accomplished at the same percentage rate as is required by the budget cut for all other employees.

3. It shall be the responsibility of each individual placed in the reemployment pool to notify Personnel Services in writing between 06/01 and 06/30 if such individual wishes to remain in the reemployment pool for the second year. If such notification is not received, the name of any such individual shall be dropped from the employment pool.

4. Individuals not reemployed before the start of the Fall school term, upon application, shall be placed on the substitute teacher roster. Laid off employees may renew annually their position within the substitute teacher roster.

5. It is recognized that certificated employees of the District holding administrative or supervisory positions and not included in the bargaining unit covered by this Contract may be eligible, under applicable Board policy and administrative procedures, for retention in one or more of the employment categories.

6. Any laid off individual shall upon reemployment retain full seniority rights and all other rights as though his/her employment relationship with the District had not been broken.
ARTICLE IX: STAFF ADJUSTMENTS

SECTION F: Employment Notification

1. All laid off employees shall be responsible for notifying Personnel Services of a telephone number through which they can be reached.

2. Any laid off employee may assign his/her power of attorney to the Association 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 reemployment and shall respond within twenty-four (24) hours following receipt of the offer.

4. Employees may notify Personnel Services authorizing acceptance or rejection of an assignment on their own behalf.

SECTION G: Layoff, Recall and Transfer Procedures

1. Program Stability
   a. Reassignment Pool: In order to provide for program continuity, staffing stability, and to minimize disruption necessitated by a reduction-in-force (RIF), a reassignment pool consisting of selected certificated non-supervisory staff eligible for layoff shall be formed of the most senior persons eligible for layoff/reassignment currently assigned in the elementary, secondary, special education, bilingual, and/or ESA categories. These persons shall be assigned to vacant positions by the District based upon the following criteria:

   1) To the extent that an employee is currently assigned in the category for which he/she is retained and would be excluded from the displacement process, the employee shall remain in his/her current assignment.

   2) To the extent that an employee is currently assigned in the category for which he/she is retained and would be displaced as part of the displacement process, or the employee is retained in a category in which he/she is not currently assigned, the following applies:

      a) such employees are placed in the displacement pool in seniority order; and,

      b) such an employee is not eligible for assignment in any category(ies) other than those for which he/she has been retained until there are no positions available in the retained category and the employee is more senior than laid off employees holding the desired category(ies).

   3) PCP (Planning/Conference/Preparation) teachers may be assigned on an itinerant basis.
ARTICLE IX: STAFF ADJUSTMENTS

4) In the event that persons in this pool are still unassigned by the second week of school, they shall select vacant positions based upon their seniority and categories at an in-person staffing the third weekend after the start of school. Those remaining unassigned after the in-person staffing will be assigned based on the needs of the District; provided that no more senior teacher with the category remains in the displacement pool.

b. Displacement Pool: In order to further provide for program continuity, staffing stability, and to minimize disruption necessitated by reduction-in-force, a displacement pool shall be formed and will consist of all certificated non-supervisory employees, other than those in categories listed under IX-G-1-a, that would have been laid off or otherwise displaced. These persons shall be assigned to vacant positions for which they qualify by the District based upon the following criteria:

1) To the extent that the employee's immediately previous assignment is available, the employee shall automatically be placed in his/her immediately previous assignment.

2) The employee shall have the right to return to his/her immediately previous work location whenever a position is available, but no later than the second week of school.

3) In the event that persons in the displacement pool are still unassigned after the Spring in-person staffing, they shall select vacant positions based upon their seniority and categories at the August in-person staffing. Those remaining unassigned after that in-person staffing will be assigned by the District to positions for which they are qualified, to meet classroom load and enrollment adjustment requirements.

c. Extension of Leaves: Employees currently on leave who request an extension of leave in excess of contractual requirements and of District policy shall be granted one (1) additional year of leave provided they are not teaching in a subject area/category for which the District can find no replacement for that school year.

2. RSVP Job Description Process

a. Staff shall be assigned to teach in the category(ies) or job title(s) designated on the RSVP published upon the establishment of the position for a minimum of that semester. Exceptions will be made only for necessary program changes and must be approved/disapproved by the administrative supervisor.

b. Principals/program managers shall file RSVP's upon knowledge that a vacancy has occurred. The District shall not unreasonably delay in
ARTICLE IX: STAFF ADJUSTMENTS

establishing a permanent position in order to hold or save a position or potential position for a particular less senior unassigned employee. Delays for necessary and unavoidable or otherwise justifiable reasons shall be approved/disapproved by the administrative supervisors.

c. Principals/program managers shall make every reasonable effort to establish teaching schedules to avoid assignments and the establishment of RSVP's which require more than one (1) category. Any such assignment must be reviewed and approved/disapproved by the administrative supervisor before processing through the appropriate channels.

3. The Non-Supervisory Certificated Vacancy Layoff/Recall Process

a. All open positions shall be filled in a reasonable time by contracted personnel except when the District is unable to identify a person(s) who meets the necessary qualifications to fill the position.

b. The District shall make every reasonable effort to recall laid off employees to employment at the earliest possible date after determination that an appropriate vacancy exists.

4. Improvement of Employee Morale

a. All employees recalled from layoff shall receive full seniority credit retroactive to the first date of the semester if recalled prior to 10/31.

b. 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 X: NO-STRIKE CLAUSE

1. The District will not lock out its employees and the Association will not cause or encourage its members to engage in any strike or other work stoppage.

2. The Association 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 District and the Association that there is danger to the safety and well-being of the employees. A written agreement shall be reached between the Association and the District regarding such a situation.
CERTIFICATED NON-SUPERVISORY EMPLOYEES SALARY SCHEDULE

1988-89

SCHEDULE C

Whenever the letters B.A., M.A., or Ph.D. are used, the equivalent B.S., B.Ed., M.S., M.Ed., or D.Ed. are interchangeable.

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* Quarter hours
§ Adjusted to $17,600 in accordance with State minimum base salary requirement - 1988-89.
# Adjusted to $20,645 in accordance with State minimum base salary requirement - 1988-89.

Effective 09/01/88

NOTE: $1,003 is added for Master's Degree. An additional $2,006 is added for a Doctorate. Only one M.A. Stipend and/or one Ph.D. stipend shall be granted any one employee. The salary schedule includes the stipend amounts in lanes 400, 600, 800 and 900.

Beginning with the 1967-68 school year, all employees were placed on an actual experience step. Employees who entered the corps prior to 09/65 (including employees who return to the corps), will maintain the same experience credit allowed them at the time they first entered the corps. New employees entering the corps (not including returns to the corps) 09/65 and thereafter will be allowed full credit for all creditable teaching experience served before entering the Seattle corps, but not exceed the maximum in their lane. Beginning 09/67, new employees (not including returns to the corps) will be allowed full Seattle experience credit for military service up to 2 years, but not to exceed the maximum in their lane.

CONTRACT CHANGES: The deadline for filing credits in the Data Services Office of Personnel Services for employees currently in the corps, for salary adjustments for the current school year, is the last school day in October. The deadline for the earning of such credits is August 31. Credits earned during the first semester, or later, may not be counted for salary purposes until the following year.
Substitute Teachers Salary Schedule

1988-89

Casual Substitutes: $74.00 per full workday

After the 5th day in a continuous assignment: 83.28 per full workday

A short-term substitute assignment made for up to one-half (.5) day shall be paid at a one-half (.5) day rate plus four dollars ($4.00), and any assignment made for more than one-half (.5) day will be paid at a full-day rate. Two (2) assignments or two (2) buildings in one (1) day shall be paid at a full-day rate plus four dollars ($4.00).

Hourly Equivalents: 

Base rate: $9.25
Adjusted rate: $10.41
When an activity or program is not offered due to insufficient participation, reorganization, or financial reasons, the stipend will not be provided.

ALL POSITIONS ARE OPEN TO BOTH MEN AND WOMEN

CLASSIFICATION I - Interscholastic Sports Assignments: To warrant an athletic stipend in a given sport, a school must have enough students participate to field a team in the sport, as designated by the District Athletic Office.

Coach Health Care and Sports Clinics: In order to maintain an athletic stipend, incumbents will be required to participate in health care clinics and sports clinics for each sport coached. Participants shall be compensated at $15.86 for each clinic hour.

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Assistant Coaches - 60% of Head Coaches

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CLASSIFICATION II: Activities and Additional Curriculum Assignments

Department Heads and Team Leaders

Group I Department Heads (30 or more classes or 7 or more FTE's) $2,194
Group II Department Heads (16-29 classes or 4-6 FTE's) 1,834
Group III Department Heads (6-15 classes or 2-3 FTE's) 1,576
Group IV Department Heads (1-5 classes or .2-1 FTE's) 1,024

Each Senior High School has three (3) periods of released time.
(Article III, Section B, Item 5-k)

Team Leaders (7 or more FTE's) 2,194
Team Leaders (3-6 FTE's) 1,834
Intramural Instructors, Senior High FTE** 1,633
Intramural Instructors, Junior High/Middle School FTE** 1,633
Intramural Instructors, Elementary FTE** 1,552
Junior High/Middle School Instructional Materials 1,471
Newspaper Advisor 1,501
Annual Advisor 1,501
Debate Coach 836
Senior Class Advisor 899
Drama and Music (Sr. High w/over 1500 students, Article III, Section B, Item 5-a) 4,872
Drama and Music (Sr. High w/less than 1500 students, Article III, Section B, item 5-a) 4,286
Safety Patrol, Elementary 824
Choral Music, Elementary 674
Ticket Managers***
Athletic Supervision***

CLASSIFICATION III - Program Support Assignments

Activity Coordinator 3,980
Head Counselor 1,953
Dean 1,533
Special Education Consultants 1,634
Head Teachers
Placement Coordinators Department Head Range 1,953
Special Program Consultants Department Head Range
Student Service Coordinator Department Head Range
Subject Matter Specialists
Group I Specialist (6.1 or more FTE's) $1,307
Group II Specialist (4.1 - 6.0 FTE's) 1,051
Group III Specialist (2.1 - 4.0 FTE's) 889
Group IV Specialist (0.2 - 2.0 FTE's) 823
Building Coordinator, Athletic Health Care & Training 1,103
PIPE Coordinator
Group I (850 or more students per building) 1,834
Group II (849 or fewer students per building) 1,024
CLASSIFICATION IV - Hourly Compensation

Traffic Education

Compensation for Certificated Non-Supervisory Staff:

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Staff Development Specialist Instructors***: $21.30 p/h

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 III, Section B, item 5).

- Twenty-five (25) days for each Middle and Secondary School. (Article III, Section B, item 5-1)
- Five (5) days for each Secondary School for each FTE Counselor. (Article VI, Section M, item 3)
- Each FTE Librarian shall be provided with five (5) days. When one (1) FTE Librarian is assigned to two (2) buildings, a total of eight (8) days shall be provided. (Article VI, Section O, item 9)
- Data Processing Days: (180-day pool for use by Middle and Secondary Schools)
- Substitute Days: One (1) day for each three (3) non-supervisory certificated employee in each secondary school. (Article III, Section B, item 5-n)

* This coaching assignment shall be determined at the building level.

** FTE means full-time equivalent. Stipends are paid per FTE position, and the number of stipends per school varies with the program. One intramural stipend may be divided between two or more instructors. Intramural programs at each school must be co-ed.

*** The Athletic Office shall employ on a per-event basis and pay at an hourly rate for athletic supervision and ticket managers for 1986-87, from Athletic Department funds. The rate paid shall be the final hourly rate paid to athletic supervision and the ticket managers for 1985-86.

**** Guest instructors, when certificated non-supervisory members of the bargaining unit, will be paid per hour, provided the instructor shall receive one-half (.5) the hourly fee when a guest instructor is teaching.
### SEATTLE SCHOOL DISTRICT NO. 1

#### 1988-89 WORK YEAR CALENDAR

**CERTIFICATED NON-SUPERVISORY EMPLOYEES**

### Appendix D

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**FIRST SEMESTER BEGINS:** September 7, 1988  
**FIRST SEMESTER ENDS:** February 2, 1989  
**FIRST SEMESTER TOTAL STUDENT DAYS:** 93  
**SECOND SEMESTER BEGINS:** February 6, 1989  
**SECOND SEMESTER ENDS:** June 15, 1989  
**SECOND SEMESTER TOTAL STUDENT DAYS:** 87

**SCHOOL YEAR BEGINS:** September 7, 1988  
**SCHOOL YEAR ENDS:** June 15, 1989

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**# HOLIDAYS:**  
- 09/05/88 - Labor Day  
- 11/11/88 - Veterans' Day  
- 11/24/88 - Thanksgiving Day  
- 11/25/88 - Day After Thanksgiving  
- 12/26/88 - Christmas Holiday  
- 01/02/89 - New Years Holiday  
- 01/16/89 - Martin Luther King Jr.  
- 02/20/89 - Presidents' Day  
- 05/29/89 - Memorial Day  
- 07/04/89 - Independence Day

**FIRST STUDENT DAY:** First Student Day  
**LAST STUDENT DAY:** Last Student Day  
**QUARTER END:** Quarter End  
**TEACHERS ON DUTY:** Teachers on Duty - No Classes  
**DAY BETWEEN SEMESTERS:** Day between Semesters - No Classes

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**VACATIONS:**  
- Winter - 12/26/88 - 01/06/89  
- Spring - 04/03/89 - 04/07/89

**NOTE:** In case of school closure due to inclement weather, up to 5 week days may be added to the end of the school/work year on a day-for-day basis.
Appendix E

TEACHERS' RESPONSIBILITIES

Chapter 180-44 WAC

WAC 180-44-005 Regulatory Provisions Relating to RCW 28.04.120(7) and 28.58.100(2) (RCW 28A.04.120(6) and 28A.58.101).

Pursuant to authority vested in the State Board of Education under provision of RCW 28.04.120(7) and RCW 28.58.100(2) (RCW 28A.04.120(6) and 28A.58.101) 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 180-44-101 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 district, 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, Corporal Punishment, Suspension or Expulsion 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. Corporal punishment of a moderate nature may be resorted to when necessary to the preservation of proper discipline; PROVIDED, that such punishment shall be administered only by a certificated person in the presence of and witnessed by another certificated person: PROVIDED FURTHER, That no cruel or unjust punishment either as set forth and defined in RCW 28.87.140 (RCW 28A.87.140) or otherwise shall be inflicted upon any pupil.

(2) In case of misconduct or insubordination, when the teacher deems it necessary he may recommend to the principal a pupil's suspension or expulsion from school. When action to suspend or expel is taken, appropriate notice shall immediately be sent to the parents or guardian of the pupil. (Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-21.)

WAC 180-44-030 Excuse for Pupil Absence Required.

Teachers shall require excuses from the parents or guardian of pupils in all cases of absence, tardiness or dismissal before the close of school, and no excuse shall be deemed valid except that of illness and such other cause as may be approved by the school district. (Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-22.)
Teachers' Responsibilities

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 180-44-050 School Day as Related to the Teacher.

Teachers and other certificated personnel are required to be at their respective schools for the benefit of pupils and patrons at least thirty minutes before the opening of school in the morning and at least thirty minutes after the closing of school in the afternoon. (Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-24.)

WAC 180-44-060 Drugs and Alcohol - Use of as Cause for Dismissal.

Use by any certificated person of habit-forming drugs, without pharmaceutical prescriptions by a doctor of medicine licensed to practice in the state of Washington, or of any alcoholic beverage on school premises, or at a school-sponsored activity off the school premises, shall constitute sufficient cause for dismissal. (Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-24.)

WAC 180-44-123 Discipline Involving a Denial of Attendance - Informal Due Process Conference Required.

(1) In the event the discipline of a pupil is to include the denial of the right of school attendance from any single class or subject or any full schedule of classes or subjects for any portion of a day up to and not exceeding three days, a conference shall first be conducted with the pupil as follows:

(a) An oral or written notice of the charges shall be provided to the pupil.

(b) An oral or written explanation of the evidence in support of the charges shall be provided to the pupil.

(c) An oral or written explanation of the sanction which may be imposed shall be provided to the pupil.

(d) The pupil shall be provided the opportunity to present his or her explanation.

(2) In the event such denial of the right of attendance is to exceed one day the parent(s) or guardian(s) of the pupil shall be notified of the reason for the pupil's suspension and the duration of the suspension orally or by letter deposited in the United States mail, as soon as reasonably possible.
OBSERVATION CRITERIA CHECKLISTS

Copies of the observation criteria checklists listed below are available at each instructional setting and the District's Personnel Services. Sufficient copies of these checklists will be provided to the Association for all building representatives.

Certificated Classroom Teacher (78-79 Negotiations)

Activity Coordinator
Communication Disorders Specialist
Counselor
Head Teacher, House Administrator, Dean
Helping Teacher and Curriculum Consultant
Librarian
Occupational and Physical Therapist
Psychologist
School Nurse
Social Worker
SEATTLE PUBLIC SCHOOLS
ANNUAL PERFORMANCE EVALUATION

Please refer to separate instructions for completion of this Annual Performance Evaluation.

1. Name of Educator: ____________________________________________________
   Last                     First                     (Initial)

2. Title: ___________________  3. Place of Assignment: _______________________

4. Nature of Assignment: ________________________________________________

5. Performance evaluation of Educator to this date (check appropriate box below:
   5a [ ] SATISFACTORY (see instruction 5a)
   5b [ ] UNSATISFACTORY (see instruction 5b)

6. Factors which influence the Educator's Performance:
   a. Those outside the Educator's control: _________________________________
   b. Those within the Educator's control: _________________________________

7. Sources of Information: ______________________________________________

8. Comments by Educator (optional): ______________________________________

9. Signature and title of person preparing this report
   ______________________________

10. Signature of Educator
    ______________________________
    (The Educator's signature indicates only that the Educator reviewed the Annual Performance Evaluation in conference with the person who prepared the report)

11. Date of Conference: _______________________

12. Distribution: Original to appropriate regional or administrative office
    First copy to Educator
    Second copy to be retained in building files
    Third copy to be used for work sheet

   - 101 -
SUBSTITUTE TEACHER EVALUATION FORM

The evaluation of certificated substitutes shall be done as outlined in the Guidelines for Evaluation of Substitutes (Appendix H-2).

NAME OF SUBSTITUTE ___________________________________________________________________

SCHOOL ___________________ GRADE/SUBJECT _________________ DATE(s) _________________

SUBSTITUTE IS RATED: ☐ SATISFACTORY ☐ UNSATISFACTORY

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

A. Conditions under which evaluation took place:
   1. Was assigned in his/her academic field ( ) ( ) ( )
   2. Were lesson plans provided ( ) ( ) ( )
   3. Was substitute folder provided ( ) ( ) ( )
   4. Were materials, supplies, etc., provided ( ) ( ) ( )
   5. Were school policies regarding student behavior posted or otherwise provided ( ) ( ) ( )
   6. Was there direct classroom observation ( ) ( ) ( )

B. Criteria for evaluation:
   1. Followed lesson plans ( ) ( ) ( )
   2. Presented subject matter clearly and concisely ( ) ( ) ( )
   3. Carried out School District policy ( ) ( ) ( )
   4. Improvised lessons in absence of formal lesson plans ( ) ( ) ( )
   5. Gave clear instructions and checked for student understanding ( ) ( ) ( )
   6. Demonstrated ability to motivate students ( ) ( ) ( )
   7. Handled student discipline and attendance problems ( ) ( ) ( )
   8. Left a written summary of lessons taught ( ) ( ) ( )
   9. Adhered to starting and departure schedule of school day ( ) ( ) ( )
   10. Exercised discretion and appropriate use of language in working with students ( ) ( ) ( )

COMMENTS: (If "Unsatisfactory" is checked, explanation must be provided.)
(Use reverse side if necessary)

Signature of Substitute Date Signature/Title of Evaluator Date
(if available)

(The substitute's signature indicates only that he/she has received this performance evaluation in conference with the person who prepared the report. Substitutes may use the reverse side for remarks.)

- 102 -
GUIDELINES FOR EVALUATION OF SUBSTITUTE TEACHERS

1. A substitute must be evaluated after five (5) consecutive days of service in the same assignment.

2. Substitutes may be evaluated after fewer than five (5) days of service if service was either "Satisfactory" or "Unsatisfactory".

3. Substitutes may be evaluated by the building principal/program manager or assigned administrator.

4. All comments and observations used in the evaluation will be documented and available for review by the substitute upon request. Any comments to be used in the evaluation shall be identified by source, event and time.

5. Upon completion of a substitute assignment of five (5) days or more, either the principal or the substitute may call for an appointment within five (5) working days for the purpose of reviewing his/her substitute evaluation.

6. In the event that a principal believes there may be cause to submit an unsatisfactory performance evaluation or that a substitute employee be barred from a building, the following procedure shall be implemented:

   a. The principal or designee shall make a reasonable effort to contact the substitute within ten (10) working days of the assignment for the purpose of scheduling a conference.

   b. All written records relating to the evaluation shall be held in the building until completion of the conference. However, if the employee does not contact the principal within seven (7) working days of receipt of the conference notice, the principal may immediately submit the performance evaluation.

   c. The conference will be held within seven (7) working days of the contact by the substitute to the principal at a time and date mutually established by the substitute and the principal.

   d. Whether or not the alleged incident(s) pertaining to the performance evaluation were the result of direct observation by the principal or others, any allegations and the source of said allegations shall be specified in writing and presented to the employee at the conference.

   e. The employee shall have the opportunity to respond to all allegations, and shall have the right to respond in writing that such remarks be attached permanently to the record. If, as a result of investigation and conference with the employee, the principal determines that an unsatisfactory evaluation is not appropriate, any reference to the alleged incident(s) and related procedures shall be removed from the personnel records of the employee. If, in the judgment of the principal, an unsatisfactory evaluation is merited, the employee shall receive a copy of the evaluation and all other related materials.

   f. If the unsatisfactory evaluation is accompanied by a request to bar the employee from a building, the employee shall have the right to appeal such action to the appropriate line administrator.

   g. This procedure does not preclude the employee's right to exercise the existing grievance procedure in Article VII of this Contract.

   h. Any substitute who remains dissatisfied with the results of the conference with a building principal/program manager about an unsatisfactory evaluation shall have the right to request removal of the unsatisfactory evaluation after a period of four (4) years from the date of the conference.

7. Nothing in this Appendix shall add to or detract from other existing contractual and/or statutory rights.
# Coach's Performance Evaluation Form

**NAME:** ______________________________________  **DATE ISSUED:** ____________  **HEAD:** _____  

**SPORT:** ____________________________  **SCHOOL:** ____________________________  **ASST:** _____

## Instructions:
1. There shall be a pre-season conference before the first day of turnout to go over the criteria and evaluation form.
2. There shall be a mid-season conference, as needed, recommended to be held no later than the mid-point of the season (mid-point of the season is defined as five to six weeks after the start of the season). A conference must be held if there are areas needing improvement. All coaches should be provided with an opportunity to meet with the principal or his/her designee if requested by the coach.
3. Documentation of the conference shall be provided to the coach. (If there are areas needing improvement, coaches must have sufficient time remaining in the season to correct any deficiencies.)
4. The final evaluation shall be conducted no later than 20 school days after the final scheduled event for a given team.
5. Any area rated "unsatisfactory" must be accompanied by an explanation.

![Evaluation Form](image)

## Evaluation Categories

1. Professional Preparation and Participation
2. Safety and Medical Aspects
3. Planning and Organization
4. Instruction and Supervision
5. Program Management and Accountability
6. Personal Skills and Conduct
7. Program Promotion and Publicity

### Overall Rating:
- □ Satisfactory
- □ Needs Improvement
- □ Unsatisfactory

**Evaluator's General Comments:**

**I have discussed this appraisal with the coach.**

**Evaluator's Signature**  **Date**

**Coach's Comments:**

My evaluator has explained the reason for this rating. My signature does not necessarily indicate agreement.

**Coach's Signature**  **Date**
Some Criteria for Effective Coaching

The following criteria will be utilized by the high school principals when performing the evaluation of coaches at the conclusion of each sport season.

1. Professional Preparation and Participation
   a. Has taken a course(s) in fundamentals (techniques) of coaching in the sport.
   b. Has taken a course in the prevention and care of athletic injuries within the past three years and/or has a current first-aid card.
   c. Regularly attends League (District) scheduled coaches meetings.
   d. Has participated in a sports clinic and/or course in his/her coaching area within the past three years.
   e. Demonstrates a coaching philosophy that is in accordance with the educational objectives of the athletic program.
   f. Serves on committees and participates in professional organizations and activities as appropriate to the assignment.

2. Safety and Medical Aspects
   a. Makes certain that all participants have had a physical examination within the past year before being allowed to turn out for the sport.
   b. Informs participants of potential catastrophic injuries which can occur in the sport and their proximate causes.
   c. Informs participants of appropriate safety rules and training and conditioning techniques.
   d. Informs participants on the procedures for reporting injuries and receiving appropriate care and/or professional referral.
   e. Provides for the selection, training and supervision of student trainers if appropriate for the sport.
   f. Conforms to regulations and procedures related to the return to play of injured participants.
   g. Maintains necessary medical supplies, training room and medical kit.
   h. Conforms to the principles, procedures and techniques outlined by the District Athletic Health Care and Training Manual.
   i. Provides for the proper fitting and maintenance of equipment when appropriate.
   j. Demonstrates an awareness and concern for the safety and welfare of the participants in the conduct of practices and games.

3. Planning and Organization
   a. Conducts a timely, pre-season meeting of potential participants to issue necessary forms and provide students with appropriate information and direction.
   b. Plans and supervises seasonal and daily practices.
   c. Organizes, delegates and supervises duties and responsibilities of assistant coach(es).
   d. Organizes, instructs and supervises appropriate student assistants (e.g., managers and statisticians).
   e. Makes necessary plans and preparations for the management of athletic events.
   f. Follows procedures for the scheduling and reporting of non-League contests.
   g. Plans and arranges for necessary equipment facilities.

4. Instruction and Supervision
   a. Is effective and thorough in teaching of individual and team skills and fundamentals.
   b. Utilizes a variety of teaching techniques including the use of audio visual materials.
   c. Is knowledgeable of current athletic theory, techniques and teaching methods in the sport.
   d. Is knowledgeable and competent in general contest strategies.
   e. Instructs participants in eligibility regulations and the rules of the sport.
   f. Provides participants and their parents with written information regarding training rules, student conduct and requirements for earning an athletic letter.
   g. Provides participants with the objective and subjective criteria to be used in selecting team members.
   h. Supervises student participants effectively.
   i. Demonstrates the ability to teach fundamental skills and team strategies in an effective manner.
   j. Demonstrates the ability to teach good sportsmanship and human relations skills.
   k. Adapts physical conditioning and teaching techniques to the individual needs and skill levels of the students.

5. Program Management and Accountability
   a. Conforms to District and building central purchasing procedures and deadlines.
   b. Adheres to budget limitations.
   c. Provides for accountability in the care, storage, issue and collection of uniforms and equipment.
   d. Maintains accurate equipment inventories and provides current copies to the building activity coordinator.
   e. Follows District fiscal policies and procedures in the collection of fines for lost, stolen or damaged uniforms and equipment.
   f. Arranges for necessary facilities and use permits.
   g. Works effectively and cooperatively with the activity coordinator in preparation of transportation and requisitions.
   h. Conforms to District, League and WIAA athletic policies and regulations.
   i. Complies with all student eligibility regulations and procedures.

6. Personal Skills and Conduct
   a. Sets a positive example in word, deed and appearance.
   b. Demonstrates respect for students' rights and their personal needs.
   c. Has a positive attitude.
   d. Is adaptable in adjusting to necessary changes and accepting program.
   e. Develops and articulates ideas effectively.
   f. Demonstrates emotional stability and self control.
   g. Cooperates with school staff, parents and community.
   h. Motivates students to participate and to attempt to reach a high level of performance.
   i. Maintains appropriate and fair discipline standards.
   j. Is approachable to players.
   k. Is concerned about athletes academic achievement and personal development.
   l. Demonstrates good sportsmanship and respect to officials and opponents.
   m. Supports other sports and coaches in the program.
   n. Can be depended upon to follow through with tasks and responsibilities.
   o. Demonstrates an understanding and acceptance of differing racial, ethnic, sexual and cultural values and lifestyles of students.

7. Program Promotion and Publicity
   a. Communicates with feeder schools and high school student bodies to promote and encourage participation in the sport.
   b. Provides current and pertinent information to the school newspaper and community news media regarding program information and game results.
   c. Utilizes a variety of methods to promote the program with the student body, staff and parents.
STATEMENT OF INTENT REGARDING
DISTRICT GROUP INSURANCE CONTRIBUTION
FOR CERTIFICATED EMPLOYEES OF THE DISTRICT
1988-89 and 1989-90

It is the intent of Seattle School District No. 1 as per agreement with the Seattle Education Association to provide the District's contribution to the Group Insurance Fund Pool for certificated employees of the District, as described in item V-A-1 of the 1988-90 Collective Bargaining Contract between the Seattle School District No. 1 and Seattle Education Association to the fullest extent allowed by the salary and benefit limitation laws. The District 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 District. Therefore, the District 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.

1. Beginning with the 10/88 warrants the full share rate for 1988-89 shall be two hundred twenty-five dollars ($225) per month.
   a. Any unutilized portion of the Group Insurance Fund Pool for certificated employees of the District shall be computed by the District based on the 12/88 payroll, with adjustments made for projected changes in certificated employees' participation in group insurance programs.
   b. Figures used by the District to compute the cost of projected premium increases and projected changes in employee participation in insurance programs shall be developed by the District in consultation with the Association, utilizing the same procedure used during the 1985-86 school year.
   c. The unutilized amount so determined will be divided among individual enrollees whose participation in District insurance programs as of 12/88 exceeds the 1988-89 maximum average enrollee share on an equitable basis as determined by the District, after consultation with the Seattle Education Association. The resulting figure will be effective for the pay periods beginning 01/01/89 through 08/31/89, provided that in no case shall any individual receive more than the amount necessary to pay for District insurance programs selected by the individual. In the event the calculations as of 12/88 reflect overutilization of benefits vis-a-vis the legal limitations, benefits will be adjusted downward for the pay periods beginning 01/01/89 through 08/31/89. The post-12/88 benefit payment figure will not therefore be adjusted except as may be required for legal compliance purposes.
   d. The maximum utilization of benefits by any employee shall be such that the average full-time equivalent utilization among basic and nonbasic education certificated instructional staff of the District, respectively and separately, does not exceed two hundred nineteen dollars and ninety-four cents ($219.94) per month.
   e. The total District contributions for each group of employees identified in paragraph d, above, will not exceed the amount which can be provided for each under the limitations of State laws, appropriations acts and implementing regulations as they relate to employee benefits.

2. Beginning with the 10/89 warrants the full share rate for 1989-90 shall be two hundred twenty dollars ($220) per month or that greater sum justified by State funding for insurance benefits. The procedures and sequence of 1, above, will be utilized for 1989-90. In the event that there is a substantial change in State law affecting insurance benefits and there is a disagreement between the District and the Association over the administration of the 1989-90 Group Insurance Fund Pool due to the substantial change in State law, the subject of appropriate benefits shall be treated as a negotiable matter rather than a contractual matter and the District's pass-through commitment will be deemed null and void except as may be agreed in subsequent negotiations.

3. Effective for periods beginning 09/01/90, the District's obligation to make monthly contributions toward the payment of premiums of District-approved group insurance programs for employees shall not exceed the sum funded by State for insurance benefits.
# ALPHABETICAL INDEX

Below is a partial listing of the terms found in this Contract. There may be other appearances of some terms.

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MEMORANDA OF UNDERSTANDING

and

LETTERS OF INTENT

between

SEATTLE SCHOOL DISTRICT NO. 1

and

SEATTLE EDUCATION ASSOCIATION

1988-90

Published by

Seattle School District No. 1
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MEMORANDUM OF UNDERSTANDING CONCERNING
1988-90 BILINGUAL STAFFING
BETWEEN THE SEATTLE SCHOOL DISTRICT AND THE SEATTLE EDUCATION ASSOCIATION

This memorandum of understanding is entered into by the Seattle School District No.1 (District) and the certificated non-supervisory employees represented by the Seattle Education Association (Association). The parties have agreed that this understanding shall expire on 08/31/90. The agreements between the parties are as follows:

1. Bilingual Staffing Level
   a. The District will ensure that the District Bilingual staffing level, when compared to the statewide average Bilingual staffing level, will be no less than the relationship of the District regular program staffing level compared to the statewide average regular program staffing level.
   b. The provision contained in Paragraph 1-a shall, at the option of the Association, be made a part of the 1988-90 Collective Bargaining Contract between the parties, or shall be the subject of timely negotiations between the District and the Association commencing on March 25, 1989.
   c. The Association may, upon five (5) days' written notice to the Director of Labor Relations, void the provisions of 1-a above. If the provisions of 1-a are voided, the remaining provisions of this memorandum of understanding shall not be affected.

2. Bilingual Education Staffing Process:
   a. It is the intent of the parties to provide the Association with information, input and knowledge concerning Bilingual Education budgets and staffing. To that end, the District agrees to meet and confer with the Association in September 1988 and September 1989 to explain to and secure input from the Association concerning staffing decisions that are being made on a District and individual location basis.
   b. At the beginning of the budget process in January 1989 and January 1990, the District and Association will meet to provide the Association with information, input and knowledge concerning staffing decisions to be made for the forthcoming school year. The parties will make recommendations concerning next year's staff and, if agreed upon, those recommendations shall be made a part of the District's regular budget process. This is not a guarantee that the recommendations will be adopted.
   c. In August of 1988, August of 1989 and August of 1990, the parties will meet and confer concerning the application of the recommendations, final budget decisions, and the provisions of the labor contract as they relate to the Districtwide Bilingual Education program and its effect on individual buildings and classrooms.
3. Relief Fund

a. 1988-89 and 1989-90 Committee re: Bilingual Staffing

1) A joint committee shall be convened for the 1988-89 and 1989-90 school years to review staff requests and make recommendations for expenditure of funds appropriated for the purpose of this memorandum of understanding.

2) The Committee shall be appointed by no later than October 1 of each year and shall be composed of four (4) representatives appointed by the District and four (4) representatives appointed by the Association.

3) 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.

b. 1988-89 and 1989-90 Relief Funds: The District will provide a fund of $200,000 during each year 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, item 3-b above.

3) Recommendations of the Committee shall be made to the Assistant Superintendent of Educational Support Services, with the final decision to be made by the Superintendent.

   a) All Committee recommendations for additional staff must be received by the Assistant Superintendent by March 16 of each year.

   b) Costs associated with the final decision shall be made from the above-referenced fund.

To the extent that this memorandum of understanding conflicts with any provisions of the Collective Bargaining Contract in effect between the parties, the agreements set forth in this memorandum of understanding shall control and any
inconsistent provisions of the negotiated Contract shall be deemed modified for the duration of this memorandum of understanding.

Dated this 6th day of October, 1988

SEATTLE SCHOOL DISTRICT NO.1

By: William M. Kendrick, Superintendent
By: Tom R. Schmidt, Director

Dept' of Labor Relations

SEATTLE EDUCATION ASSOCIATION

By: John Carl Davis, President
By: Rick L. Oglesby, Executive Director

87-8LRIG:TA.MUBS
87-8LR1E:D2.TA.MUBS
MEMORANDUM OF UNDERSTANDING CONCERNING  
1988-89 CERTIFICATED NON-SUPERVISORY STAFFING TASK FORCE 
BETWEEN THE SEATTLE SCHOOL DISTRICT AND THE SEATTLE EDUCATION ASSOCIATION

This memorandum of understanding is entered into by the Seattle School District No.1 (District) and the Seattle Education Association (Association), representing certificated non-supervisory employees of the Seattle School District. The parties have agreed that this understanding shall expire May 15, 1989. The agreement between the parties is as follows:

The Association and the District shall establish a Certificated Non-Supervisory (CNS) Staffing Task Force.

A. The purpose of the Task Force shall be to examine and make recommendations concerning:

1. Certificated non-supervisory staffing process.
2. Effects of the new grade configuration on staffing.
3. Effects of closed schools on staffing.
4. Effects of School-Focused Leadership on staffing, especially Article VI and Article IX of the 1988-90 Certificated Non-Supervisory Collective Bargaining Contract between the parties.
5. Creative ideas on how to reduce the surplus pool/RIF; in part, by retraining staff who have a high potential to be surplussed or RIF'd. Further, examine how to minimize the impact on surplussed and/or RIF'd staff.
6. Effects of the new grade configuration on the staffing process.

B. Any recommendations should result in one or more of the following:

1. More stability in the school workforce.
2. Enhanced public trust in the Seattle Public Schools.
4. Increased employee satisfaction/morale.
5. Ability to respond to changing Seattle demographics.

C. The composition of the Task Force will be mutually agreed upon by the District and the Association.

D. The first Task Force meeting will be held no later than ten (10) days after appointment of its Task Force members, and shall continue to meet on a pre-arranged schedule agreeable to the Task Force members. Appointments shall be made no later than October 14, 1988.
E. The cost of substitutes will be shared equally between the Association and District.

F. A final report concerning the Task Force's recommendations on items A and B, above shall be made on a date established by the Task Force. The final report shall be made to the Superintendent and to the President of the Association by no later than March 15, 1989.

To the extent that this memorandum of understanding is in conflict with any provisions of the 1988-90 Certificated Non-Supervisory Contract, the agreements set forth in this memorandum of understanding shall control and any inconsistent provisions of the negotiated Contract shall be deemed modified for the duration of the memorandum of understanding.

Dated this ___ day of October, 1988

SEATTLE SCHOOL DISTRICT NO.1
By: ________________________________
   William M. Kendrick, Superintendent
By: ________________________________
   Tom R. Schmidt, Director
   Dep't of Labor Relations

SEATTLE EDUCATION ASSOCIATION
By: ________________________________
   John Carl Davis, President
By: ________________________________
   Rick L. Oglesby, Executive Director

87-8LR1G:TA.MUCNSTF
87-8LR1E:D3.TA.CNS
MEMORANDUM OF UNDERSTANDING CONCERNING
1988-90 DISTRICT-SPONSORED INSURANCE BENEFITS COMMITTEE
BETWEEN SEATTLE SCHOOL DISTRICT & SEATTLE EDUCATION ASSOCIATION

This memorandum of understanding is entered into by the Seattle School District No.1 (District) and the three (3) bargaining units (certificated non-supervisory, educational office, and paraprofessional employees) represented by the Seattle Education Association (Association). The parties have agreed that this understanding shall expire on 03/23/90. The agreements between the parties are as follows:

1. The District will, with the participation of all employee groups, establish a joint committee to review the delivery of District-sponsored insurance benefits. This Committee shall meet no later than 09/16/88 for the 1988-89 school year and 09/22/89 for the 1989-90 school year.

2. The Committee shall study and make recommendations for consideration by the District and all involved employee groups concerning:
   a. self-insurance of insurance benefits;
   b. the selection process for District-sponsored plans;
   c. the use of excess reserves which may exist with insurance providers; and/or,
   d. survey District employees to determine employee preference regarding insurance benefits.

3. This Committee shall prepare its reports by 03/27/89 for the 1988-89 year and 03/23/90 for the 1989-90 year for District and employee group(s) review.

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 District in breach of State law or subject the District to a State funding penalty.

To the extent that this memorandum of understanding conflicts with any provisions of the three (3) Collective Bargaining Contract/Agreements in effect between the parties, the agreements set forth in this memorandum shall control and any inconsistent provisions of the negotiated Contract/Agreements shall be deemed modified for the duration of this memorandum of understanding.

Dated this 6th day of October, 1988

SEATTLE SCHOOL DISTRICT NO.1
By: William M. Kendrick, Superintendent
   By: Tom R. Schmidt, Director
       Dept' of Labor Relations

SEATTLE EDUCATION ASSOCIATION
By: John Carl Davis, President
    By: Rick L. Oglesby, Executive Director

87-8LR1G:TA.MUIBC
87-8LR1E:D2.TA.MUIB
- VI -
MEMORANDUM OF UNDERSTANDING CONCERNING
1988-90 NATIONAL COUNCIL OF URBAN EDUCATION ASSOCIATIONS
BETWEEN THE SEATTLE SCHOOL DISTRICT AND THE SEATTLE EDUCATION ASSOCIATION

This memorandum of understanding is entered into by the Seattle School District No.1 (District) and the certificated non-supervisory employees represented by the Seattle Education Association (Association). The parties have agreed that this understanding shall expire on August 31, 1990. The agreements between the parties are as follows:

1. The District shall employ a full-time substitute teacher who will function as a teaching partner and who will be assigned to assist in the position held by Mr. Bruce Colwell for each year that Mr. Colwell holds the office of President of the National Council of Urban Education Associations (NCUEA).

2. The NCUEA shall reimburse the District twenty-five thousand dollars ($25,000), or the full cost of such substitute teacher, whichever is less.

3. The substitute teacher shall be afforded all benefits listed in Article III-E-7 and seniority rights of a regular full-time CNS employee.

4. The substitute teacher will be paid pursuant to Article III-E-6-c-1).

5. Regardless of any provision of the Contract (including but not restricted to Article III-E-4) the District may employ any qualified person to serve as the substitute teacher.

To the extent that this memorandum of understanding is in conflict with any provisions of the 1988-90 Certificated Non-Supervisory Contract, the agreements set forth in this memorandum of understanding shall control and any inconsistent provisions of the negotiated Contract shall be deemed modified for the duration of the memorandum of understanding.

Dated this 6th day of October, 1988

SEATTLE SCHOOL DISTRICT NO.1
By: William M. Kendrick, Superintendent
By: Tom R. Schmidt, Director
Dep't of Labor Relations

SEATTLE EDUCATION ASSOCIATION
By: John Carl Davis, President
By: Ric L. Oglesby, Executive Director

87-BLR1G:TA.MUNCUEA
87-BLR1E:A3.NCUEA

- VII -
MEMORANDUM OF UNDERSTANDING CONCERNING
1988-90 REIMBURSEMENT OF OUT-OF-POCKET EXPENDITURES
BETWEEN THE SEATTLE SCHOOL DISTRICT AND THE SEATTLE EDUCATION ASSOCIATION

This memorandum of understanding is entered into by the Seattle School District No.1 (District) and the three (3) bargaining units (certificated non-supervisory, educational office, and paraprofessional employees) represented by the Seattle Education Association (Association). The parties have agreed that this understanding shall expire on 05/30/90. The agreements between the parties are as follows:

A. Purpose: To reimburse eligible individual employees a maximum of $245 each for out-of-pocket expenditures for purchase(s) of work-related supplies, materials and furniture (to be defined by the District), and equipment, as well as rental of materials (e.g., films) and equipment (e.g., VCR) for instructional use only, and training materials and/or registration/tuition fees for attending work-related conferences, workshops or classes provided that the District shall not incur any other costs including, but not limited to, the cost of substitutes or travel. Specific provisions are also included to allow for pooling/combining of funds by two (2) or more employees.

B. Eligibility: Eligible employees are defined as Association-represented employees who are:

1. Regular certificated non-supervisory employees;
2. Regular paraprofessional employees;
3. Regular office personnel; or,
4. Certificated Non-supervisory Senior Substitutes.

C. Procedures:

1. In order to receive reimbursement, eligible employees must complete the appropriate District forms, with original receipts (or proof of purchase, as defined by the District) and submit same to the appropriate administrator for approval and processing.

2. Only those purchases/rentals made between 08/01/88 and 05/05/89 for 1988-89, and 08/01/89 and 05/04/90 for 1989-90 are eligible for reimbursement.

3. Requests for reimbursement must be received in the Accounting Department by no later than 05/05/89 during 1988-89 and 05/04/90 during 1989-90. Reimbursement shall be made in either:

   a. A single payment provided the employee submits his/her request by no later than 05/05/89 during 1988-89 and 05/04/90 during 1989-90; or,
b. In two (2) partial payments per year, provided the employee submits his/her first request by 12/09/88 during 1988-89 and 12/08/89 during 1989-90, and his/her second request between 12/12/88 and 05/05/89 during 1988-89 and 12/08/89 and 05/04/90 during 1989-90.

4. Pooling/combining of funds by two (2) or more employees shall be permitted under the following conditions:
   
a. An employee may participate in not more than one (1) pooling/combining of funds per year.

b. Equipment purchased with pooled/combined monies must be included on the Approved Equipment List, which will be provided to each work location. A three-year maintenance contract must be purchased for approved equipment specified as requiring a maintenance contract when such equipment is purchased with pooled/combined monies.

c. The vendor's proof of receipt must be furnished to the District.

d. The receipt or bill of sale must show the names and amounts contributed of each employee participating in the pooling/combining of funds.

e. Participants in any pooling/combining of funds for reimbursement under this memorandum of understanding must complete a Pooling Agreement and submit same with requests for reimbursement.

D. Funding:

1. Funds allocated for this purpose shall be in addition to the worksites' regular operating budgets.

2. The sum of $250 shall be allocated during each of the 1988-89 and 1989-90 fiscal years per each eligible employee. Of that $250, $245 per eligible employee shall be allocated for reimbursement purposes and $5 per eligible employee shall be allocated toward the cost of a position within the Accounting Department, to facilitate the posting of funds and timely reimbursement.

3. The District shall, in no event, incur any financial obligations in excess of $245 in each year for each eligible employee, nor shall the District incur any financial obligation to anyone other than the eligible employee as a result of this program.

4. The sum of $245 in each year shall be allocated to reimburse each eligible employee for out-of-pocket expenditures in compliance with the Purpose in item A above of this agreement.

- IX -
a. Clothing purchases reimbursed under this memorandum of understanding shall be limited to uniforms, safety/protective clothing (e.g., lab coat), foul weather gear, and similar items. All items reimbursed under this memorandum of understanding shall become and remain the property of the District.

b. All items for which reimbursement is paid shall become and remain District property.

E. The parties have 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 District in breach of State law or subject the District to a State funding penalty.

F. The parties have further agreed that this memorandum of understanding is:

1. consistent with the intent of the tentative agreement which was ratified by the general membership of the Association on September 6, 1988, and by the District's Board of Directors on September 14, 1988, and accurately reflects the agreements between the parties; and,

2. the controlling document for implementation of the agreements between the parties.

To the extent that this memorandum of understanding conflicts with any provisions of the three (3) Collective Bargaining Contract/Agreements in effect between the parties, the agreements set forth in this memorandum shall control and any inconsistent provisions of the negotiated Contract/Agreements shall be deemed modified for the duration of this memorandum of understanding.

Dated this 6th day of October, 1988

SEATTLE SCHOOL DISTRICT NO.1

By: William M. Kendrick, Superintendent

By: Tom R. Schmidt, Director
Dep't of Labor Relations

SEATTLE EDUCATION ASSOCIATION

By: John Carl Davis, President

By: Rick L. Oglesby, Executive Director

87-8LR1G:TA.MUROPE
87-8LR1E:D2.TA.MURP
MEMORANDUM OF UNDERSTANDING CONCERNING
1988-89 SPECIAL EDUCATION STAFFING RATIOS
BETWEEN THE SEATTLE SCHOOL DISTRICT AND THE SEATTLE EDUCATION ASSOCIATION

This memorandum of understanding is entered into by the Seattle School District No.1 (District) and the certificated non-supervisory employees represented by the Seattle Education Association (Association). The parties have agreed that this understanding shall expire on August 31, 1989. The agreements between the parties are as follows:

The Association and the District have agreed that this memorandum of understanding is entered into on a pilot basis for 1988-89 only. On or about May 1, 1989, the parties will undertake a thorough review of the 1988-89 year with a view to possible extension and adjustment of the provisions set forth below:

1. 1988-89 Staffing Ratios
   a. The parties recognize the complexity and dynamic nature of Special Education staffing, in light of such factors as the changing composition of the student population served, the extensive legal regulation of program requirements, the incidence of mid-year referrals, the clustering of students, and limitations of facilities, resources and funding.
   b. In a good faith effort to quantify and stabilize Special Education staffing, the District agrees to the staffing arrangements set forth below. At the same time, the Association acknowledges that the District's Special Education programs do not lend themselves to immutable staffing formulas or inflexible staffing requirements.
   c. For Fall of 1988 Special Education staffing, the following continuum of service levels will be utilized by the District, reflecting students served per non-supervisory certificated classroom teacher. It is recognized that staffing by school may actually be lower subject to local building options, severity of handicapping conditions, combination of conditions and/or of levels, and individual student service requirements. Both parties recognize that variations among different programs will exist (i.e., Team A) where staff and administrators have developed and arranged special variations in curriculum instructional methods and staff organizations. Also, both parties recognize exceptions such as the presence of low incidence/high need students who may require the adjustment of staffing upward and that the presence of high incidence/low need students may allow for staffing adjustments downward. The following staffing guidelines will be used on a District-wide average basis as a means for staffing teachers in Special Education.

Type 1: Resource room support for student spending the majority of the instructional day outside Special Education and requiring support in curriculum content, methods, pacing and/or strategies. Staffing: Elementary/Secondary 22:1.
Type 2: Self-Contained support for students spending the majority of the instructional day in a Special Education classroom in one building and requiring moderate to significant modifications to curriculum content, pacing, methods and instructional strategies. Staffing: Preschool 12:1; Primary 13:1; Intermediate 14:1; Middle School 15:1; and, High School 20:1.

Type 3: Self-Contained Specialty class for students with severe handicapping conditions requiring full-day instruction in Special Education and very significant modification to curriculum content, methods, pacing, instructional strategies and/or requiring special adaptive devices. Staffing: Elementary/Secondary 9:1.

d. Where staffing situations at the building level are deemed by staff members to constitute an unjustified variation from the staffing guidelines, the staff concern and possible remedy shall be reviewed by the appropriate executive level administrator and the building staff.

e. The Direct Service Unit (DSU) Committee shall have two (2) functions:

1) That function outlined in Article I, Section F, and

2) To review and make recommendations concerning disputes arising from the operation of this pilot program. Such recommendations are not to affect or in any way obligate the use of the monies in the Special Education Relief Fund. This process shall be the exclusive dispute resolution mechanism.

2. It is recognized that some students in Special Education may present severely aggressive disruptive and/or acting out behaviors. In situations where such students pose a significant problem for classroom management and documentation is available and present 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 District-based student support team upon written request by the classroom teacher. Options for relief to be considered, based on available resources and funding include, but are not limited to:

a. Instructional support in the form of behavioral and intervention strategies.

b. Support for parent/family as appropriate.

c. Support from a District appointed Severe Behavior Disorder (SBD) Specialist.
d. Increased individualization of program/alternate placement.

e. Short-term Instructional Assistant assigned to that particular situation.

Any changes in services or program remain subject to IEP process requirements. It is recognized that the intent of this provision is to provide support to the classroom and not as a means for evaluating teachers.

3. Excess Cost Protection

The parties agree that the above guidelines are not intended to, nor shall they operate to, increase the District's costs above the costs which would otherwise be incurred by the District. In the event of such excess costs, the guidelines will be deemed inoperative, and the District shall so notify the Association. The Association may, by written notice to the District, demand that the District meet to negotiate a new memorandum of understanding. The District agrees to commence such negotiations within ten (10) days of the receipt of such demand.

To the extent that this memorandum of understanding is in conflict with any provisions of the 1988-90 Certificated Non-Supervisory Contract, the agreements set forth in this memorandum of understanding shall control and any inconsistent provisions of the negotiated Contract shall be deemed modified for the duration of the memorandum of understanding.

Dated this _6_th day of October, 1988

SEATTLE SCHOOL DISTRICT NO.1

By: William M. Kendrick, Superintendent

By: Tom R. Schmidt, Director
Dep't of Labor Relations

SEATTLE EDUCATION ASSOCIATION

By: John Carl Davis, President

By: Rick L. Oglesby
Executive Director
MEMORANDUM OF UNDERSTANDING CONCERNING
1988-90 SPECIAL NEED STUDENTS PROGRAM
BETWEEN THE SEATTLE SCHOOL DISTRICT AND THE SEATTLE EDUCATION ASSOCIATION

This memorandum of understanding is entered into by the Seattle School District No. 1 (District) and the three (3) bargaining units (i.e., certificated non-supervisory, educational office, and paraprofessional employees) represented by the Seattle Education Association (Association). The parties have agreed that this understanding shall expire on 08/31/90. The agreements between the parties are as follows:

1. PURPOSE: The 1988-90 Special Need Students (SNS) Program is to provide support for staff who are impacted by a diverse population of students, to enable staff to better serve the needs of all students and to address the additional workload related to serving students with special needs.

2. 1988-89 SNS FUND
   a. The District shall provide a fund of $3 million to support the 1988-89 SNS Program.
   b. The fund distribution process, general procedures and location decision-making process will be the same as in 1987-88.

3. 1989-90 SNS FUND
   a. The District shall provide a fund of $3 million to support the 1989-90 SNS Program.
   b. 1989-90 Fund Distribution:
      1) Fund monies shall be distributed to participating locations via a formula which generates certificated non-supervisory FTE positions, or the classified equivalent.
      a) Staffing procedures for SNS FTE shall be in accordance with current District practices.
      b) The factors listed below are intended for use in distributing funds for the purpose of this memorandum of understanding only.
         (1) Bilingual - Students identified as having limited English fluency. These students may or may not be enrolled in a special Bilingual Program. Each qualifying student shall generate one (1) point.
         (2) Specialized Education - Resource room students who are mainstreamed for one (1) or more classes. Each qualifying student shall generate one (1) point.
         (3) Low Socioeconomic - Students receiving free or reduced lunch. Each qualifying student shall generate three (3) points.
(4) **Student Mobility** – Students arriving or departing after the school year begins. Each qualifying student shall generate one (1) point.

(5) **Chapter I Eligible** – Students who are eligible in Chapter I in either Reading and/or Math shall generate one (1) point.

2) **SNS Underspend:** Monies remaining in the SNS Fund after the filling of SNS FTE shall be distributed proportionately to each participating location according to total building points (see 4 below).

a) Representatives from the District and the Association shall meet no later than 09/30/88 and 09/30/89 to verify the date on which any SNS Underspend will be determined.

b) **Expenditure of SNS Underspend Funds** shall be limited to:

(1) Providing additional work time to existing Association-represented personnel to reduce workload impacts associated with special need students as defined herein.

(2) Purchasing work-related materials and/or supplies during the 1988-89 or 1989-90 school year.

(3) Rental of work-related materials and/or equipment for instructional purposes during the 1988-89 or 1989-90 school year.

4. **LOCATION DECISION-MAKING PROCESS**

a. Prior to the filling of SNS FTE, a collaborative plan shall be developed by location staff, which shall include administrative, certificated non-supervisory, educational office, and paraprofessional employees.

1) The plan shall identify linkages between program expenditures and location needs.

a) The location committee shall determine the use of FTE and/or the expenditure of SNS Underspend funds.

(1) Decisions shall be made by either consensus or majority vote, with each participating staff member having one vote.

(2) All requests for SNS fund expenditures must be accompanied by a statement which indicates compliance with the plan.

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(3) All requests for SNS fund expenditures will be processed in the most expeditious manner possible.

b) The principal/program manager shall submit the final plan which shall be co-signed by an SEA representative to the appropriate administrator.

2) In locations with more than twenty-five (25) staff members, committee participants from the component groups (i.e., Association-represented certificated non-supervisory, educational office, and paraprofessional employees) may be elected by the membership of these groups.

a) Such committees shall have ethnic minority representation and shall consist of representatives from among all grade levels, subject areas, and support staff, with proportionate representation among Association-represented certificated and classified staff within that location.

b) In locations using representative committees, meetings shall be publicized and open to all interested staff.

b. By no later than the first week of 06/89, the principal/program manager, in collaboration with location staff, shall review the expected outcomes proposed in the plan to determine whether use of funds did indeed impact special need students. A written summary of the review will be submitted to the Joint Committee on SNS Impact as a part of the evaluation process.

5. SNS FTE FORMULA

a. For computational purposes, data collected during 1988-89 shall be used to determine total building points for 1989-90 SNS FTE allocations.

b. Prior to 04/01/89, the District will project the FTE equivalent for each location, including .5 FTE to the business office, and meet to explain/negotiate the same with the SEA.

c. For the 1989-90 school year, locations may convert FTE's to dollars in units of .5 FTE. NOTE: If FTE is selected, the actual cost of the employee is not relevant (cannot spend dollars if employee costs less than average salary).

* For purposes of this memo of understanding only, "full-time classified position" shall be defined as 0.687 FTE. This is comparable to a 204-day classified employee who works seven (7) hours per day, five (5) days per week.
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 District in breach of State law or subject the District to a State funding penalty.

To the extent that this memorandum of understanding conflicts with any provisions of the three (3) Collective Bargaining Contract/Agreements between the parties, the agreements set forth in this memorandum of understanding shall control and any inconsistent provisions of the negotiated Contract/Agreements shall be deemed modified for the duration of this memorandum of understanding.

Signed this 16th day of October, 1988

SEATTLE SCHOOL DISTRICT NO.1
By: William Kendrick, Superintendent
By: Tom R. Schmidt, Director Labor Relations Department

SEATTLE EDUCATION ASSOCIATION
By: John Carl Davis, President
By: Rick L. Oglesby, Executive Director

87-8LR1G:TA.MUSNS1/3
87-8LR1E:D3.TA.SNS1/3
MEMORANDUM OF UNDERSTANDING CONCERNING
1988-90 STUDENT LEARNING OBJECTIVES TASK FORCE
BETWEEN THE SEATTLE SCHOOL DISTRICT AND THE SEATTLE EDUCATION ASSOCIATION

This memorandum of understanding is entered into by the Seattle School District No.1 (District) and the three (3) bargaining units (certificated non-supervisory, educational office, and paraprofessional employees) represented by the Seattle Education Association (Association). The parties have agreed that this understanding shall expire on August 31, 1990. The agreements between the parties are as follows:

The Association and the District shall establish a Task Force concerning Student Learning Objectives (SLO's).

A. PURPOSE:

1. Examine the purposes(s) of SLO's, the ability of existing SLO's to serve those purposes and the process for the development of a program identifying SLO's in core subjects included in the School District program and make recommendations for the establishment of a process which will:

   a. Enable effective District and building self-study and aid individual teachers by implementing the self-study procedures required under RCW 28A.50.085 as interpreted in "Superintendent of Public Instruction Bulletin No. 5-88".

   b. Assist the classroom teacher to assess student progress.

   c. Establish a common set of SLO's which will be skill-based and not content-based.

   d. Be easy to use, reduce paperwork/workload and be relevant to the teaching/learning process.

   e. Provide timely teacher access to information regarding individual student progress.

   f. Identify new/special SLO's or recommend revision/elimination of SLO's where applicable.

B. The composition of the Task Force will be mutually agreed upon by the District and the Association.

C. The first Task Force meeting will be held no later than ten (10) days after appointment of its members, and shall continue to meet on a pre-arranged schedule agreeable to the Task Force members. Appointments shall be made no later than October 14, 1988.

D. The cost of substitutes will be shared equally between the Association and District.
E. A final report concerning the Task Force's recommendations on item A, above, shall be made on a date established by the Task Force. The final report shall be made to the Superintendent and to the President of the Association by no later than May 1, 1989.

To the extent that this memorandum of understanding is in conflict with any provisions of the 1988-90 Certificated Non-Supervisory Contract, the agreements set forth in this memorandum of understanding shall control and any inconsistent provisions of the negotiated Contract shall be deemed modified for the duration of the memorandum of understanding.

Dated this 6th day of October, 1988

SEATTLE SCHOOL DISTRICT NO.1

By: William M. Kendrick, Superintendent
By: Tom R. Schmidt, Director
Dep't of Labor Relations

SEATTLE EDUCATION ASSOCIATION

By: John Carl Davis, President
By: Rick L. Oglesby, Executive Director

87-8LR1G:TA.MUSLO
87-8LR1E:D4.TA.SLO
This memorandum of understanding is entered into by the Seattle School District No.1 (District) and the Seattle Education Association (Association), representing certificated non-supervisory employees of the Seattle School District. The parties have agreed that this understanding shall expire October 15, 1990. The agreement between the parties is as follows:

A. Each regular certificated non-supervisory employee will be eligible for a supplemental stipend of seven hundred eight dollars and seventy-five cents ($708.75) each year.

B. This stipend is intended to compensate employees for the additional time they spend and attendant responsibilities undertaken as a result of school improvement planning processes and implementation and activities related to addressing the issue of students with special needs, including those "at risk" and those affected by disproportionality in academic achievement, discipline and dropouts.

In the alternative, this stipend is intended as an incentive for performing responsibilities related to the development of innovative approaches to the above processes and/or issues, or to participate in the planning and implementation, or to work with their peers, public, administrators and students to resolve the problems that are identified.

C. PAYMENT:

Phase I: Payment for participation from 09/01/88 to 12/19/88 shall be no later than 01/17/89, and from 09/01/89 to 12/18/89 shall be no later than 01/15/90, and will equal approximately fifty-seven percent (57%) of total monies.

Phase II: Payment for participation from 09/01/89 to 10/02/89 shall be no later than 10/16/89, and from 09/03/90 to 10/01/90 shall be no later than 10/15/90, and will equal approximately forty-three percent (43%) of total monies.

D. Involvement in each phase of the T.R.I. Stipend Program will be by separate contract, and neither contract will be subject to renewal unless negotiated by the parties.

E. ELIGIBILITY:

Eligibility for participation of certificated non-supervisory employees will be the same as noted in the Memorandum of Understanding Concerning 1986-88 Inservice Days.
To the extent that this memorandum of understanding is in conflict with any provisions of the Collective Bargaining Contract in effect between the parties, the agreements in this memorandum of understanding shall control and any inconsistent provisions of the negotiated Contract shall be deemed modified.

Dated this 6th day of October, 1988

SEATTLE SCHOOL DISTRICT NO.1

By: William M. Kendrick, Superintendent
By: Tom R. Schmidt, Director
Dept' of Labor Relations

SEATTLE EDUCATION ASSOCIATION

By: John Carl Davis, President
By: Rick L. Oglesby, Executive Director

87-8LR1G:TA.MUTRI
87-8LR1E:D3.TA.MUTR
MEMORANDUM OF UNDERSTANDING CONCERNING
1989-90 WORK YEAR CALENDAR
BETWEEN THE SEATTLE SCHOOL DISTRICT AND THE SEATTLE EDUCATION ASSOCIATION

This memorandum of understanding is entered into by the Seattle School District No.1 (District) and the certificated non-supervisory employees represented by the Seattle Education Association (Association). The parties have agreed that this understanding shall expire on 11/23/88. The agreements between the parties are as follows:

1. The parties agree to establish a joint committee for the purpose of creating a work year calendar for the 1989-90 school year. This Committee shall consist of no more than five (5) District representatives appointed by the Superintendent and no more than five (5) representatives appointed by the Association.

2. The Committee shall have its first meeting prior to October 3, 1988.

3. The Committee shall meet as often as necessary, at times to be mutually agreed upon by the District and the Association, in order to present a proposed 1989-90 work year calendar to the Superintendent and the President of the Association no later than 11/23/88.

To the extent that this memorandum of understanding conflicts with any provisions of the Collective Bargaining Contract in effect between the parties, the agreements set forth in this memorandum of understanding shall control and any inconsistent provisions of the negotiated Contract shall be deemed modified for the duration of this memorandum of understanding.

Dated this 16th day of October, 1988

SEATTLE SCHOOL DISTRICT NO.1
By: William M. Kendrick, Superintendent
    Tom R. Schmidt, Director
    Dep't of Labor Relations

SEATTLE EDUCATION ASSOCIATION
By: John Carl Davis, President
    Rick L. Oglesby, Executive Director

87-8LR1G:TA.MUCAL
87-8LR8:D2.TA.MUCA
August 29, 1988

Tom R. Schmidt, Director
Labor Relations Department
Seattle School District No. 1
815 Fourth Ave. N.
Seattle, WA 98109

Re: ARBITRATION/STATUTORY HEARINGS UNDER
RCW 28A.58.450 and RCW 28A.67.070

Dear Mr. Schmidt:

This letter is sent to confirm the intent of the parties at the bargaining table regarding the handling of cases under RCW 28A.58.450 or RCW 28A.67.070.

In cases involving a notice of probable cause for discharge or adverse change in contract status under RCW 28A.58.450 or nonrenewal of contract under RCW 28A.67.070, the District and the Association will make good faith efforts to agree upon a single, appropriate forum.

Sincerely,

Rick L. Oglesby
Executive Director

cc: John Davis
    Michael Priser
    Donna Lurie

RLO: hk:1087L
August 3, 1988

Rick L. Oglesby, Executive Director
Seattle Education Association
720 Nob Hill Avenue North
Seattle, WA 98109

Re: Substitute Health Insurance Benefits

Dear Rick:

The following is the Seattle School District's position pertaining to health insurance benefits for substitute employees.

The Seattle School District recognizes that some substitute employees are the sole support of themselves and their families. Further, the District recognizes that these substitutes have no other paid occupation and that, as a consequence, health insurance is prohibitively expensive. It also recognizes the dilemma faced by the State in not being in a position at the present time to provide funds to support the added cost of health insurance benefits for substitutes. The District agrees that the present circumstances relating to the tax structure, state funding and distributing available resources does not provide a long-term solution to this problem.

If you have any questions, please contact either myself or Tom R. Schmidt.

Sincerely,

William M. Kendrick,
Superintendent

WMK:ijo
87-8LR1B:D1.TA.SHB

8-31-88
Staff Relations Specialist
SEATTLE SCHOOL DISTRICT NO 1
815 Fourth Avenue North Rm 132
SEATTLE , WA. 98109

PREVIOUS AGREEMENT EXPIRED
AUGUST 31, 1988

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Seattle Wash Sch Dist 1 Teachers & oth Profs
WITH EDUCATION ASSOCIATION; NATIONA
STATE OF WASHINGTON

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 2800

2. Number and location of establishments covered by agreement City of Seattle - Approx. 150

3. Product, service, or type of business Education

4. If your agreement has been extended, indicate new expiration date 88-90 Contract expires 08/31/90

I, June Oren, Labor Relations Specialist

Your Name and Position Dept of Labor Relations
815 - 4th Ave. No.

Address Seattle, WA 98109

Area Code/Telephone Number (206) 281-6643

City/State/ZIP Code

BLS 2452 (Rev. August 1984)
<table>
<thead>
<tr>
<th>Employer, Product, Service or Type of Business</th>
<th>Name of Union or Association</th>
<th>Number of Employees Normally Covered by Agreements</th>
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<tr>
<td>Seattle School District No. 1</td>
<td>Seattle Education Association (Certificated Non-Supervisory)</td>
<td>2800</td>
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