7-1-1977

Seattle School District No. 1 and Seattle Teachers Association (1977)
Seattle School District No. 1 and Seattle Teachers Association (1977)

Location
Seattle, WA

Effective Date
7-1-1977

Expiration Date
6-30-1979

Number of Workers
3357

Employer
Seattle School District No. 1

Union
Seattle Teachers Association

NAICS
61

Sector
Local government

Item ID
6178-008b187f012_01

Keywords
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Comments
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COLLECTIVE
BARGAINING
CONTRACT

1977 THROUGH 1979

between

The Seattle School District No.1
& Seattle Teachers Association

Published by Seattle School District No.1
COLLECTIVE BARGAINING

CONTRACT

between

SEATTLE SCHOOL DISTRICT NO. 1

and

SEATTLE TEACHERS ASSOCIATION

1977–79

Published by

Seattle School District No. 1
SEATTLE SCHOOL DISTRICT NO. 1

Seattle School Board

Donald Olson, President
Patt Sutton
Suzanne Hittman
Dorothy Hollingsworth
Ellen Roe
Richard Alexander
Cheryl Bleakney

Superintendent

David L. Moberly

Negotiating Team

C. Carey Donworth, Chief Spokesperson
Russell Fosmire
Frank Fidler
Sharon Howard
Larry Sera
Edna Rutherford
Bob Gary
Vennie Hill
Helen Bingham

SEATTLE TEACHERS ASSOCIATION

Negotiating Team

Warren Henderson, Chief Spokesperson, Seattle Teachers Association
George Long, Executive Vice-President, Seattle Teachers Association
Vivian McLean, President, Paraprofessionals
Mae Mitchell, President, Seattle Association of Educational Office Personnel
Ruth Dawson, Vice-President, South Region
Arlene VanderKlomp, Vice-President, Central Region
Mike Musselwhite, Vice-President, North Region
Melvin Kirkland, Financial Consultant, Seattle Teachers Association
Margaret Grebbell, Chairperson, Bargaining Committee, Seattle Teachers Association

In witness whereof, the parties hereto have executed this agreement this 12th day of October, 1977.

David L. Moberly, Superintendent

Peter Neuschwander, President

SEATTLE SCHOOL DISTRICT NO. 1

SEATTLE TEACHERS ASSOCIATION
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COLLECTIVE BARGAINING CONTRACT
between
SEATTLE SCHOOL DISTRICT NO. 1
and
SEATTLE TEACHERS ASSOCIATION
1977-79

PURPOSE

This Contract is entered into this 1st day of July, 1977, by and between the Seattle School District No. 1, hereinafter called the "District," and the Seattle Teachers 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:
COLLECTIVE BARGAINING CONTRACT
between
SEATTLE SCHOOL DISTRICT NO. 1
and
SEATTLE TEACHERS ASSOCIATION
1977-79

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 Teachers Association 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
ARTICLE I: RECOGNITION AND AGREEMENTS

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 modification 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 July 1, 1977 and shall continue in force through June 30, 1979. 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 Teachers Association for 1977-79" shall be printed by the District after the Contract has been ratified and signed and shall be distributed to all employees represented by the Association. Contracts shall be made available to applicants and distributed to all newly employed certificated employees. The cost of printing and distributing the Contract shall be borne by the District.

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 May 1, 1978, the Association shall present to the District all written proposals relative to the items for reopening during this Contract as set forth in item 12 below. No later than April 15, 1979, 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
ARTICLE I: RECOGNITION AND AGREEMENTS

the District and the Association pursuant to Chapter 41.59 RCW, provided, however, that negotiations on salary schedules (Appendix A, B, C), group insurance contributions (Article V, Section A), and evaluation (Article VIII) may be opened May 1, 1978, for application to the 1978-79 school year.

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 Article I, Section A, item 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 October 1, 1976, and/or at the end of the Contract, June 30, 1977, and in succeeding years. The Association's authorization of payroll deduction form shall clearly state that it shall be understood by the employee signing the authorization that continuation of dues and/or fees deductions and maintenance of membership 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. 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.
ARTICLE I: RECOGNITION AND AGREEMENTS

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 July 1, 1976) 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 April, 1976, 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 July 1, 1976, shall thereafter maintain his or her membership in good standing in the Association during the 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 July 1, 1976, 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.
ARTICLE I: RECOGNITION AND AGREEMENTS

SECTION D: Leave Provisions for STA 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.

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 or she is elected, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to the District.
   b. At a mutually agreed-upon date following election to office, the incoming president-elect for the ensuing school year shall be provided leave for the remainder of the school year, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to the 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 Staff Relations Office, Personnel Department, and administrative supervisors 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 Staff Relations Office, Personnel Department and administrative supervisor 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 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
ARTICLE I: RECOGNITION AND AGREEMENTS

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 or 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 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 by such employee in the work stoppage which began on September 7, 1976, and ended on September 21, 1976, provided that employees will not be paid for two (2) of the work days missed during the work stoppage nor for makeup of those days.

2. The Seattle Teachers 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 stoppage which began on September 7, 1976, and ended on September 21, 1976.
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, 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 or 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 may contact students' homes when they judge that it will contribute to the student's educational growth and development.

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.
ARTICLE II: GENERAL RIGHTS AND RESPONSIBILITIES

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 other rights under Chapter 41.59 RCW.

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 or her supervisor indicating deficiencies requiring improvement, at his or her request shall be entitled to have a representative of the Association or legal counsel present at subsequent meetings with his or her supervisor when the elements of the initial communique 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 principal 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 the employee's evaluation held at the work location, except for the building copy of the formal evaluation, shall either be
ARTICLE II: GENERAL RIGHTS AND RESPONSIBILITIES

transferred to the District personnel file or shall be destroyed at the end of the work year.

3. College or university credentials that are confidential shall be handled as directed by the college or university after election of the employee to the staff. College and 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 or 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 or 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 mailing privileges for purposes of communicating with employees in connection with the Association's duties as bargaining agent. All materials sent by the Association shall so indicate. Materials received by the mail room which do not comply with these requirements will not be mailed. There shall be no censorship or screening by District representatives of such organization mail prior to distribution. The Association shall have the responsibility to ensure that materials sent through the District mail service by representatives of the Association are accurate, non-slanderous, and conform to legal requirements and necessary District mail priorities. Further, the Association shall indemnify and hold the District harmless against any and all claims, demands, suits, attorneys' fees or other costs as may result from any violation of law that may result from such use of the District mail service by the Association. The District agrees not to bring suit or initiate or cause to have initiated a suit or administrative appeal to invalidate this Section.

3. The Superintendent reserves the right to revoke the Association's use of the District mail service and the Association shall be notified should such right be exercised. The Association upon being informed of the termination of mail privileges shall have the right of appeal through the grievance procedure.

4. 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 or supervisor.
ARTICLE II: GENERAL RIGHTS AND RESPONSIBILITIES

5. 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 or 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 or 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.

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 or 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, 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.

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.

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 July 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.

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 or written 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 or 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 Administrative Code 180-40, and the rules and regulations of the District and the Federal Government.

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 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 or her deliberations relative to potential student classroom suspensions and expulsions.

6. Prior to or at the time the student is returned to the class(es), subject(s) or activity(ies), the 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, Supplemental Employee Contract for District-specified special and supplemental assignments, and a Substitute Teacher Contract 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 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 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 the Personnel Department:

   a. The Employee Contract in triplicate. One copy is retained by the employee and two signed copies returned to the Personnel Department.
   
   b. A copy of the Certificated Non-Supervisory Employees Salary Schedule with the salary placement marked.
   
   
   d. The Employee Insurance Program Booklet.
   
   e. The Professional Study Program Catalog.
   
   f. A notice regarding the Association Security Clause, Article I, Section C.

4. Contract Adjustments. A set of all official transcripts shall be sent in a sealed envelope from the college or university to the Salary Administration Office as soon as possible after the employee receives a contract. Transcripts required for Salary Administration 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 the Salary Administration
ARTICLE III: PROVISIONS FOR COMPENSATION AND WORK HOURS

Office to assure proper placement on the Salary Schedule and the District may count such additional credit toward the "staff characteristics weighting formula" used, among other factors, to determine the level of support Seattle Schools receives from the State.

5. For the purpose of this Contract, contract equivalent shall mean an employee not under continuing contract, but previously paid on the Teachers’ Salary Schedule, the Health Services Salary Schedule, or the Special Services 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

3. The Association and the District agree to an approximate 3.6% across-the-board adjustment in the 1977-78 certificated non-supervisory educational employee salary schedules from the 1976-77 salary schedules, plus annual increments and lane changes.

4. The compensation schedules for 1977-78 shall be as shown in the Appendices of this Contract.

5. 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. These 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 Special and Supplemental Assignments.

   (1) Duties which are compensated on the Compensation Schedule for Special and Supplemental Assignments involves one or more of the following criteria:
(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 Article III, Section D.

(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.

(e) Number of other adults supervised.

(3) The principal or program manager should seek to balance extra curricular and special assignments at the building level. No employee should have more than two compensated supplemental assignments except that activity coordinators, deans and head counselors shall not have any additional supplemental assignments. Such assignments shall not have overlapping times, except department heads shall not have overlapping compensated supplemental assignments for more than one sports season during the school year.

b. Appointments to supplemental assignments are on a yearly basis in accordance with RCW 28A.67.074. An employee once appointed to such an assignment shall normally be reappointed to the assignment for the forthcoming school year unless notification of his or her removal is given 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 or when the employee is not reassigned to the building.

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

(2) 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.

(3) Employees who are not reappointed to a supplemental assignment...
shall have a conference with the principal or program manager and shall receive a written explanation including the reasons from the principal or program manager by the close of the current school year. Such written explanations shall include a just and sufficient cause.

(4) 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 1977-78 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.

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

c. Appointments for positions are finalized through issuance of the Supplemental Contract. The 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.

d. 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) days of service retroactive to the first day of service.

e. The Compensation Schedule for Special and Supplemental Assignments for 1977-78 shall be shown in Appendix C of this Contract.

f. Supplemental assignments will be reported by principals to the Personnel Department as early as possible. Department Head and Team Leader classifications will be estimated for the year by building administration based on the October 1 classification report. Every reasonable effort will be made to begin stipend payments for school year assignments on the October 1 payroll.

g. Once a Department Head or Team Leader stipend is established on the basis of the October 1 classification report, that amount will not be changed either up or down due to enrollment changes for the remainder of the school year.

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

i. 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.

j. Copies of job descriptions for all positions on the Compensation Schedule for Special and Supplemental Assignments are available in the Personnel
ARTICLE III: PROVISIONS FOR COMPENSATION AND WORK HOURS

Department. A copy of the job description shall accompany the Supplemental Contract when contracts are sent for signing.

k. Each senior high school will receive three (3) periods of released time. These released periods shall be assigned by the principal 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.

l. 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 principal.

m. 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 or her contract shall be his or her contract salary, excluding stipends, divided by the number of days specified in his or her contract.

n. Substitute Days. Secondary and Middle Schools shall have available, upon written request to the principal, substitute days for the purpose of releasing department heads, team leaders, and other employees for observing and assisting in teacher evaluation and other approved activities on the basis of one day for every three (3) non-supervisory certificated employees in the school.

o. 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 the Personnel Department.

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

(2) Applications will be filed in the Personnel Department and qualified applications will be transmitted to the principal or program manager.

(3) The applicants shall be interviewed by the principal or program manager, who will make the appointment.

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

6. 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.
ARTICLE III: PROVISIONS FOR COMPENSATION AND WORK HOURS

b. An employee entering the Seattle Corps shall present all official transcripts in envelopes sealed by the college or university as soon as possible after receiving a contract. Transcripts for Salary Administration are required in addition to transcripts sent to the Superintendent of Public Instruction, Olympia, Washington, for certification purposes. Submission of transcripts to the Salary Administration Office 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 or her transcripts have been received and evaluated by the Salary Administration Office.

d. Acceptable Credits:

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

(2) Foreign universities and colleges: Credits earned from foreign universities and colleges acceptable by an accredited American college or 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 while attending Seattle Public School Staff Development training programs shall be acceptable for advancement on the Certificated Non-Supervisory Employees Salary Schedule.

(4) Professional in-service credit: Professional in-service credit may be granted for certain types of curriculum committee activities, professional association workshops, study conferences, or the like, upon approval of the Staff 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 or 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 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 (6) above and with the approval of the Salary Administration Office.

(8) For classes offered in Washington community colleges in programs other than those of 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 the Staff Development Office. A maximum of four credits will be allowed in any single area. Courses must not be duplicatory of any credit previously granted.

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

(10) Effective after September 1, 1973, 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.

e. Experience Credit

(1) For purposes of experience credit, eight (8) months or more of full-time contract teaching during one (1) school year will constitute a school year, except that two (2) full semesters in separate years may be counted as one (1) school year. Public schools in the United States and its territories only may be counted for full experience credit.

(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 (e) below.

(b) Teaching experience as defined in e(1) above which is gained in the Armed Forces Dependent Schools.
(c) Twelve months of 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 military service, including both prior service and service while on leave from the Seattle District. Allowable credit is not to exceed the maximum in their salary lane. Military credit can be given only for 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 September 1, 1974, 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, 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, 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 or her field at the time the service was given. Such prior service will be granted on the basis of one full calendar year of experience for each year of experience allowed. Social workers, psychologists, school 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.

(3) Beginning with the school year 1965–66, 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
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maximum of his or her salary lane.

(4) No experience credit may be granted in an amount to place the employee above the maximum salary for his or 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 or she has not reached the maximum of his or her classification.

(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 or 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 year, and with any remaining fraction of 4/5 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 qualified 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 Article I, Section A.

2. Employees in the regular summer school program will be paid at the hourly rate for the position they hold in the summer school program as established through the classification procedures of the Personnel Department. The hourly
ARTICLE III: PROVISIONS FOR COMPENSATION AND WORK HOURS

summer school rate for each position is approximately the average hourly rate for the District average salary for the position during 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 the Personnel Department 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 Staff Development Instruction. Staff 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 October 1, 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 employee 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 Office on or before the 15th of the month will be processed with the first following 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 following monthly payroll.
ARTICLE III: PROVISIONS FOR COMPENSATION AND WORK HOURS

e. Individual Contract Changes. The deadline for filing of credits in the Salary Administration Office 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.

1) Employees whose transcripts for credits earned through August 31 which, for any reason, have not reached the Personnel Department 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 August 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 will be credited toward the current year's salary.

4) An employee who is awarded a master's degree, or a doctorate prior to August 31 must submit evidence of such a degree to the Salary Administration Office 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 August 1 make possible salary adjustments in October warrants. Credits received after August 1 and on or before the last teaching day in October make possible salary adjustments by December 1 but not later than February 1 retroactive to the beginning of the school year.

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 the Personnel Department. 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 Salary Administration are
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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.

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

6. The District and Association agree that employees who held positions on the Compensation Schedule for Special and Supplemental Assignments for 1975-76 and who were transferred for 1976-77 and were given every consideration for similar open positions in the school to which they were assigned for 1976-77, 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 1977-78 school year.

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 1/2) hours total for elementary schools, exclusive of the one-half hour (30-minute) duty-free lunch period, and shall include Preparation-Conference-Planning time. 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 Article III, Section B, item 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 numbers 1, 2, 3, and 4 above may be granted for Association activity or, at the discretion of the principal, 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 principal.

SECTION E: Substitute Teachers

1. There shall be two classifications of substitute teacher service:

a. Short-term substitutes utilized in assignments up to and including twenty-four (24) days.

(1) Regular short-term substitutes: Substitutes who are willing to take all assignments for which they are qualified. Regular short-term substitutes shall be given preference by the Substitute Office for full-day assignments. Substitutes who have served at least one (1) year as a substitute or as a full-time contract teacher in the District are generally categorized as regular short-term substitutes.

(a) Regular short-term substitutes shall receive consideration for long-term substitute assignments, provided an unassigned contracted teacher serving in the contracted substitute pool cannot fill the vacancy.

(b) Regular short-term substitutes who have an application on file and who are qualified shall receive proper consideration for hiring as a regular contracted teacher.

(2) Casual short-term substitutes: Substitutes who are available to serve less frequently and who wish to discriminate as to assignments or days served. Casual short-term substitutes are routinely called less frequently than regular short-term substitutes.

(3) The District will work with the insurance broker and carriers to provide an opportunity for short-term substitutes to join the District's medical and dental programs by making monthly payments to the District, such payments to include costs of collecting and handling such payments. Such provisions are limited
ARTICLE III: PROVISIONS FOR COMPENSATION AND WORK HOURS

to substitutes who worked a minimum of forty-five (45) days the previous school year and who have worked a minimum of fifteen (15) days the current year.

b. Long-term substitutes utilized in assignments of twenty-five (25) or more days.

2. The base rate of pay for short-term substitute teachers shall be as indicated in the Salary Schedule for Substitute Teachers in the Appendices of this Contract.

3. Long-term substitute assignments of twenty-five (25) days or more shall be paid at the contract teacher rate retroactive to the first day of assignment, except that, when in the judgment of the Personnel Department the assignment appears at the onset to be a long-term assignment, the contract teacher rate may be paid from the beginning of the assignment. The long-term substitute shall be entitled to the fringe benefit package as described in item 7 below.

4. Except in unusual circumstances, the District shall not use long-term substitutes on a continuing basis for more than one semester in lieu of contract teachers.

5. A short-term substitute assignment made for up to one-half day shall be paid at a one-half rate, plus two dollars ($2) and any assignment made for more than one-half day will be paid at a full day rate. A one-half day substitute assignment shall consist of up to three (3) fifty-minute periods or up to three and one-half clock hours, whichever is less. An assignment of over three (3) fifty-minute periods or over three and one-half (3-1/2) clock hours shall count as a full day of service.

6. Short-term substitute teachers (serving one single assignment up to and including twenty-four (24) days) shall be credited with one day of sick leave after serving twenty-four (24) days in that assignment. This sick leave shall accumulate and apply to all long-term assignments.

7. Long-term substitute teachers (utilized in assignments of twenty-five (25) or more days) who in the judgment of the Personnel Department will presumably be employed for at least sixty (60) working days, will be entitled to the following benefits from the beginning of the assignment:

a. One day of sick leave per twenty (20) days worked,

b. Personal-emergency leave,

c. Bereavement leave.

8. Except in unusual circumstances, building principals shall not require a substitute to supervise another class during scheduled preparation-conference-planning time.

9. All substitute teachers shall be evaluated by the building principal at the completion of their service for a particular teacher when the assignment continues for at least three (3) days, and a copy of the evaluation shall be provided to the substitute upon request.
ARTICLE III: PROVISIONS FOR COMPENSATION AND WORK HOURS

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

11. The District shall provide every substitute teacher hired into the District at the beginning of the school year or thereafter a copy of District rules and regulations affecting substitute teachers, a map showing school location, a list of all school buildings including addresses and phone numbers, and the phone number of the Substitute Office.

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.
      (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
   e. Uninsured motorist.
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Under no circumstances shall any authorized person in the vehicle be required to pay his or 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 leave days and shall be at full pay upon medical verification by the District Medical Officer.

6. Under no circumstances shall an instructor be held liable for damages arising in the course of his or 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 regularly certificated employees of the District.
ARTICLE IV: LEAVE RULES, REGULATIONS, AND PROCEDURES

SECTION A: Leaves for Sickness and Health Condition

1. Sick Leave
   a. At the beginning of each school year, each employee shall be credited with an advance sick leave allowance equal to one day for each calendar month of contracted service or major fraction thereof to be used for absence caused by illness, injury, or poor health. Excepting that in those cases in which such crediting of advanced sick leave would exceed the 180 day legal maximum, the additional days would be credited as earned during the year, but shall not exceed 180 days total at any time.
   b. Each employee's portion of accumulated unused sick leave allowance shall accumulate from year to year as provided in RCW 28A.58.100 and the rules and regulations of the Superintendent of Public Instruction under that law.
   c. Sick leave may only be used for absence caused by illness, injury, or poor health of the employee. Sick leave must be taken in units of half days and full days.

2. 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 salary without loss of sick leave during the period of disability caused by an injury on duty in compliance with the terms of the Industrial Insurance Laws of the State of Washington. 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 Self-Insurer Accident 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 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.
ARTICLE IV: LEAVE RULES, REGULATIONS, AND PROCEDURES

3. Leave for Health Condition

a. An employee who is unable to perform his or her duties because of personal illness or disability may, upon his or her request and physicians' verification, apply for a leave of absence without pay for the duration of each illness or disability up to one (1) year.

b. Application for Leave of Absence for Health Condition should be made in writing to the Personnel Department with a copy to the appropriate Executive level administrator and must be approved by the Health Services Office.

c. Leaves for Health Condition may be granted for one year at a time and may be renewed upon written request with approval of the Personnel Department, and the Health Services Office. The District reserves the right not to renew a Health Condition Leave when deemed appropriate. 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 reasons will be considered for return to service during the period of the leave at the change of semester or trimester after giving due notice to the Personnel Department, with permission of his or her personal physician, and the approval of the Health Services Office, and when a suitable assignment is available based upon the employee's training and experience.

e. Seniority is retained but not accumulated while on Leave of Absence for Health Condition. No increment is allowed for the year when an employee is on Leave of Absence for Health Condition.

f. An employee whose performance has been evaluated unsatisfactory and/or placed on probation prior to Leave of Absence for Health Condition will be returned with the same status upon completion of such leave.

g. Employees who apply for and are granted leave without pay for health reasons may retain accumulated sick leave while on such leave upon request.

SECTION B: Temporary Leaves of Absence for Reasons Other Than Illness

An employee who anticipates the necessity for taking a Temporary Leave of Absence shall make proper application and notify his or her building principal or supervisor and the Substitute Office at least twenty-four (24) hours before taking the temporary leave, except in cases of personal emergency or personal illness when it is not possible to give such advance notification. Upon return from Temporary Leave of Absence, the employee must complete the proper forms and submit them for approval to his or her immediate superior to assure that administrative salary and payroll processing can be completed. Employees shall be granted the following Temporary Leaves of Absence with full pay during the school year. All leaves granted under these provisions will be in units of full days or half days.
ARTICLE IV: LEAVE RULES, REGULATIONS, AND PROCEDURES

1. **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 Personnel Department with a copy to the appropriate administrator. For the purpose of this item, 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, or anyone who is living with, or considered part of, the family.

2. **Personal Emergency Leave.** Up to two (2) days per year of Personal 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 days shall not accumulate from year to year.
   
a. The conditions for granting Personal Emergency Leave are as follows:

   (1) 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

   (2) The situation must be one which is serious and unavoidable and of major importance, not one of mere convenience.

b. The procedures for obtaining Personal Emergency Leave are as follows:

   (1) 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.

   (2) The employee must call the Substitute Office and arrange for a substitute, if appropriate.

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

c. **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 2a(1) and 2a(2) above.

3. **Attendance at the Legislature.** Upon specific request of a Washington State legislative committee and his or her professional organization, and request through the Personnel Department, 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.

4. Jury Service. Employees may serve as jurors in accordance with state and
federal laws. Arrangements for the necessary temporary leave shall be made
through the supervisor and the Certificated Employee Services Office.

5. Mandatory Court or Subpoenaed Appearances. To the extent possible, all
leave under this item (5) shall be scheduled outside of the school year. Upon
request to the principal 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 or 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.


a. An employee seeking election to public office shall take a leave of
absence without pay for the time his or her campaign duties interfere
with the orderly performance of his or 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 or 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.

7. Childbearing Leave

a. Procedures for Requesting Temporary Leave for Disability Caused by
Childbearing

(1) The employee may obtain the required forms to request
TEMPORARY LEAVE FOR DISABILITY CAUSED BY
CHILDBEARING and REQUEST FOR RETURN FROM
ARTICLE IV: LEAVE RULES, REGULATIONS, AND PROCEDURES

TEMPORARY LEAVE CAUSED BY CHILDBEARING from the District Personnel Department.

(2) To facilitate an orderly selection of a replacement, the employee is to notify the Personnel Department of her intention to request leave as far in advance as possible. Normally, notification should be at least three months before the estimated date the leave is to begin.

(3) The employee is to indicate on the REQUEST FOR TEMPORARY LEAVE FOR DISABILITY CAUSED BY CHILDBEARING the following information:

(a) Anticipated date of birth,
(b) Estimated date leave is to begin,
(c) Estimated date of return from leave,
(d) Request for Child Care Leave, if applicable.

b. Length of Time an Employee May Continue to Work. The employee may continue to work until a reasonable date before the birth of the child provided the employee is capable of performing the required duties of the assignment and the employee's personal physician and the District Medical Director approve.

c. Utilization of Accumulated Sick Leave.

(1) The employee's sick leave benefits shall begin on the day that the employee is no longer able to work due to temporary disability caused by childbearing. This date must be verified in writing by the employee's personal physician.

(2) The employee's sick leave benefits shall be paid for the period:

(a) The employee's personal physician certifies in writing that the employee is disabled due to childbearing, and
(b) The employee has accumulated sick leave.

(3) If the employee's accumulated sick leave is exhausted, and the employee's personal physician certifies in writing that the employee is still disabled because of childbearing, the employee may apply for a "Leave for Health Condition."

d. Return from Temporary Leave for Disability Caused by Childbearing.

(1) The employee must file a REQUEST TO RETURN FROM TEMPORARY LEAVE FOR DISABILITY CAUSED BY CHILDBEARING form with the Personnel Department within thirty days after the termination of the pregnancy. The form shall indicate one of the following: request to return within the sixty
ARTICLE IV: LEAVE RULES, REGULATIONS, AND PROCEDURES

(60) calendar days following the birth of the child, or a request for a Leave for Health Condition.

(2) An employee requesting to return to work within sixty (60) calendar days after the termination of the pregnancy must have the approval of the employee's personal physician and the District Medical Director. The employee's specific assignment will remain available provided the employee returns within sixty (60) calendar days of the termination of pregnancy or at the next natural break in the instructional year. The exact date of the employee's return will be determined in consultation with the Personnel Department and the employee's immediate supervisor.

(3) An employee requesting to return to work more than sixty (60) calendar days after the termination of the pregnancy may be placed in a similar position at the earliest reasonable time or natural break in the instructional year such as the semester or trimester break, provided that her personal physician and the District Medical Director approve and when, at the discretion of the District, a suitable assignment is available.

A primary factor for all concerned in determining the date of the employee's return will be the welfare of the instructional program and employees fitting in.

8. Child Care Leave

a. Child Care Leave may be granted for a period of one (1) year exclusive of the period of physical disability.

b. An employee requesting to return from Child Care Leave must file a REQUEST FOR RETURN FROM CHILD CARE LEAVE form with the Personnel Department at least sixty (60) days prior to the termination of the Child Care Leave.

(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.

9. Adoption Leave

Adoption Leave shall be granted with pay on a temporary basis upon application to the Personnel Department to either or both parents in order to complete the adoption process, providing such leave does not exceed an
ARTICLE IV: LEAVE RULES, REGULATIONS, AND PROCEDURES

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.

SECTION C: Attendance at Meetings and Conferences

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

   a. Requests for leave requiring Board approval shall be submitted for consideration in writing to the appropriate Executive level administrator with copies to the Personnel Department 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 five (5) working days prior to the date the leave is to take effect.

   b. 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.

   c. Requests must fall within budgetary limitations.

   d. Recommendation regarding requests for leave shall be made by the appropriate Executive level administrator and referred to the Personnel Department for processing in adequate time for the Board approval as required. The Personnel Department shall notify the employee of the approval or disapproval of the leave.

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

   a. 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.)

   b. 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.)

   c. Substitute paid by the District to a budgeted aggregate of one hundred (100) days during one school year; no expenses paid by the District. (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.

   d. Substitute paid by the employee or his or 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
ARTICLE IV: LEAVE RULES, REGULATIONS, AND PROCEDURES

authorized to represent their local organization. Reimbursement to the District for the cost of the substitute is required.

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

   a. Up to two weeks leave (10 working days) for other causes (without pay) may be granted upon application to the principal and approval by the Area Administrator/Department Director for reasons which are compelling and of substantial value to the employee and cause no serious disruption to the educational program.

   b. Leaves beyond ten (10) working days will be submitted to the Area Administrator for regular District processing.

SECTION D: Sabbatical Leave

1. 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.

2. The Sabbatical Leave program shall be available to all employees represented by the Seattle Teachers Association including certificated school nurses, 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.

3. 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.

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

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

   a. 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 semester will not invalidate the application.

   b. A Bachelor's Degree or a Bachelor's Degree equivalent if the applicant entered the Seattle corps prior to 1946.

   c. Employees without a Bachelor's Degree may be eligible for Sabbatical
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Leave for study only, provided they meet all other requirements for the leave.

d. The total number of Sabbatical Leaves that may be granted in one year shall not exceed one percent (1%) of the total number of employees.

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

a. The value of the applicant's plan to the District as evaluated by his or her division head;

b. The clarity of the plan in the applicant's written proposal;

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

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

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

a. 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.

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

c. An employee on Sabbatical Leave may engage in employment other than that associated with his or 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.

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

e. 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.

f. The employee agrees to make an adequate written report to the Staff Development Office on return from Sabbatical Leave.

g. 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
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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.

h. 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-existential, 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.

i. The District agrees to maintain the seniority and salary right of the employee during the period of leave.

j. 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 or she shall be eligible for leave equal to the unused portion of the academic year.

SECTION E: 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 Employment Experience Leave may be granted, subject to the following conditions:

1. 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.

2. The employee will resume his or her duties with the District at the conclusion of his or her leave.

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

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

   b. Accumulated sick leave, retirement, and other benefits are retained for the period of leave.

4. The specific benefit to the District must be clearly established through the application and approval procedure.

   a. The interested employee must apply by presenting a detailed employment plan specifying the expected learnings to the appropriate Executive level administrator.
ARTICLE IV: LEAVE RULES, REGULATIONS, AND PROCEDURES

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

c. The approved application shall be forwarded to the Personnel Department for final consideration and recommendation to the Superintendent and the Board.

5. 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.

SECTION F: Leave for Study or Travel

1. Application for a Leave of Absence for Study or Travel shall be made in writing to the appropriate Executive level administrator with a copy to the Personnel Department no later than March 1. 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 the Personnel Department for final processing. Leaves for Study or Travel may be extended beyond one academic year in unusual circumstances.

2. 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 the Personnel Department, providing it is determined by the District that a suitable assignment is available based on the employee's training and experience.

3. Accumulated sick leave is retained while an employee is on approved Leave of Absence for Study or Travel.

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

   a. The employee must not be at the maximum step in his or her salary lane.

   b. 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.

      (1) 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.

      (2) Following the Study Leave, transcripts must be presented to the Personnel Department showing at least twenty-four (24) quarter hours or sixteen (16) semester hours earned during the regular academic year of Study Leave.
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c. The employee must return to the corps immediately following the year of Study or Travel Leave.

d. 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.

5. 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.

SECTION G: 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:

1. 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.

2. Application for these leaves of absence must be made on forms provided for that purpose, available in the Personnel Department, and must be submitted no later than March 1 preceding the leave.

3. 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.

4. Employees serving on Professional Experience Leaves are required to notify the Personnel Department by March 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.

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

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

7. 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.
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SECTION H: Military Leave and Service Credit

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

2. 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 or 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 the Personnel Department for processing.
ARTICLE V: EMPLOYEE BENEFITS

SECTION A: Group Insurance Provisions

1. The District shall make available combined funds from State and local resources to contribute toward premiums of District-approved group insurance programs for all full-time employees participating in the programs. Full-time employees are defined as those who work four or more hours per day. Beginning October 1, 1977, the maximum District contribution shall be one hundred dollars ($100) per month for all full-time employees who participate in the District insurance program. This contribution includes the premium for the District-paid dental insurance plan.

2. The District shall allow employees on various non-salaried leaves to continue all or portions of their insurance benefit programs via direct monthly payments to the School District. Employees going on unpaid leaves must make written arrangements with the Payroll Office. Arrangements are limited to a twelve (12) month leave period.

3. District insurance premium payments may apply toward approved District group insurance programs subscribed to by the employee for benefits to the employee for his or her dependents. All plans must be mutually agreed upon by the Association and the District.

4. The schedule for annual enrollment for employee group insurance programs shall be announced for continuing employees prior to March 1 of each year. 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. Solicitation for companies and plans continued under "grandfather clauses" shall be subject to approval of the District and the Association.

6. At the time of employment, each new employee on an individual Certificated Non-Supervisory Employee Contract shall receive a copy of the District's "Group Insurance Program" booklet, the appropriate insurance enrollment forms, instruction 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 Department no later than thirty-one (31) calendar days from the employee's first day of duty.

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.

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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:

2. Preservation of order in the schools

a. 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 or her possession, in the possession of another employee or student, or upon school premises.

b. 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.

3. Benefits to Employees

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

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

c. 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 or her responsibilities.

d. 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 or her to or from his or 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:

(1) The District shall reimburse first-dollar losses up to the limit of the usual $100 insurance deductible.

(2) There shall be no reimbursement for loss of cash.

(3) The use of personal equipment for instructional purposes must have the prior approval of the principal or supervisor.

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

(5) There must be filed with the District Insurance Programs Office within twenty (20) days after the damage or loss, a Notice of Loss and Claim for Reimbursement form.

e. 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, Section A, of this Contract.

4. Reporting Procedures

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

5. 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: Staff Development

1. In order to enable employees to continue improving their professional competence, the District shall offer in-service courses as outlined in the District's Professional Study Program Catalog, subject to available funding.
   a. Professional in-service courses for credit will address themselves to specific needs of the District and be relevant to the employee's present or planned future responsibility. Staff 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 per staff development credit may be charged for enrollees who do not complete a course.
   b. The employee and principal or supervisor should examine the Staff 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 without credit 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 staff 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 staff development resulting from legal requirements of the District will be planned to meet those legal requirements. Workshops and staff development training programs, other than regular staff development credit programs which occur at times when the employee is not otherwise compensated, shall be compensated in accordance with the provisions of Article III, Section C, of this Contract.

3. Budgetary planning will include consideration of compensation for staff members who are asked to participate in workshops and staff development conferences which are designed to call for significant or substantial time in excess of the employee school workday.
ARTICLE V: EMPLOYEE BENEFITS

SECTION E: Travel Allowances

1. An employee who is authorized to use his or her personal car on District business shall be compensated at the rate of fifteen cents (15¢) per mile, which is the maximum Federal Internal Revenue Service allowance for tax purposes. Should the Internal Revenue Service increase its allowance above the current fifteen cents (15¢) per mile, the District agrees to increase the travel allowance accordingly. The mileage shall be authorized and validated by the principal at the building level and in other instances by the employee's immediate superior 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

1. The District and the Association agree that the Tax Sheltered Annuity program shall be reviewed each year by a committee which shall recommend to the District and the Association any changes which it feels should be made.

2. Said committee shall include two members appointed by the Association and two members appointed by the District who shall meet with the Director of Personnel or his designee charged with the responsibility for implementing the Tax Sheltered Annuity program.
ARTICLE VI: ASSIGNMENT AND SCHEDULING OF EMPLOYEES

SECTION A: Employee Load

1. Elementary teachers will be assigned by the principal 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 principal only after discussion with the employee regarding the necessity of the assignment.

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

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 principal 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 Article V, Section E of this Contract.

8. When the need is mutually agreed between the principal and the employee, employees who are transferred from one work location to another during the school year shall be provided with one 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 principal or his or her designee to cover classes not regularly assigned may be made only as deemed necessary by the principal or his or 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 approval.
ARTICLE VI: ASSIGNMENT AND SCHEDULING OF EMPLOYEES

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 principal at the building level.

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. 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 principal or his or her designee shall make the decision for such an arrangement and shall accept ultimate responsibility.

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 principal 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 principal 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 principal.

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;
ARTICLE VI: ASSIGNMENT AND SCHEDULING OF EMPLOYEES

(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 principal.

4. Student Service personnel and itinerant special education personnel shall be provided an appropriate working space as feasible for each particular building. The working space shall be reserved for such personnel during the time they are regularly scheduled into the building. The needs for privacy and/or the protection of materials shall be met. The specifics for making these arrangements shall be made by the principal or 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 or 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.

   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, Section B.

   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 two types of transfer requests are general and specific:

a. A general transfer request is submitted for any vacancy that becomes available during the year. Employees who have general transfer requests on file with the District Personnel Department and who qualify would automatically be considered for all vacancies.

   (1) General transfer requests may be filed at any time with the Personnel Department.

   (2) Unless a general transfer request is renewed in writing, it will expire October 30. An employee who has requested a transfer but changed his or her mind is urged to notify the Personnel Department promptly in writing.

b. 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. The Personnel Department will notify employees through a District publication of all vacancies to be filled at the change of a semester or trimester. Employees who apply through specific or general transfer requests who are qualified will be selected as indicated in item 1 and will be given consideration in filling vacancies that occur during the school year.

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.

4. **Transfer Due to Reduction in Staff**

a. When staff reductions are necessary, the principal or program manager in conference with the Cabinet or Instructional Council or staff representatives will consider the program needs of the school and determine, in accordance with their responsibilities, what staff reductions should be made. The principal 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 least District seniority within categories or specialties in which they have designated preference. The individual selected will be informed in conference by the principal or program manager of the proposed displacement and provided the opportunity to comment.
ARTICLE VI: ASSIGNMENT AND SCHEDULING OF EMPLOYEES

b. In reassigning displaced staff, assignment will be accomplished by the District utilizing the same criteria as in item 1. The assignment of displaced personnel will be the first priority. The District shall offer open positions first to the employee with highest District seniority who meets the criteria as specified in item 1 above to fill the vacant positions. Should such an employee not accept the assignment, the position shall be offered to the next qualified senior employee. 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.

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, the Personnel Department will work with the principal or program manager to fill additional vacancies utilizing the criteria in item 1 above giving consideration to requests for transfer as provided in item 2 above.

c. Every reasonable effort shall be made to insure that stipend personnel suffer no monetary loss as a result of transfer because of reduction in staff.

d. An employee transferred voluntarily or involuntarily because of reduction of staff may apply for a transfer to a specific vacancy that occurs in the employee's original building and will be given priority for one year in returning to that original building.

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 June 1 of the school year. Employees who are to be transferred at other times shall be given at least one (1) week's notice. The written notification shall include the reasons for the transfer.

b. The principal or 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 or 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.
ARTICLE VI: ASSIGNMENT AND SCHEDULING OF EMPLOYEES

6. Administrative Transfer Caused by School Closure
   
a. The District shall place all employees displaced from assignment due to school closure to new assignments giving first consideration for placement in open positions within schools receiving students from the buildings being closed, utilizing criteria listed in item 1 above.

b. In cases where employees cannot be reassigned to the receiving school as described in item 6-a above, the District shall give priority consideration for placement of such employees in buildings within the same region where the closed building is located.

c. Every reasonable effort shall be made to insure that stipend personnel suffer no monetary loss as a result of transfer because of school closure.

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 Article IX, Section B, item 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 Inservice Training Workshop if required.

c. A personnel committee will be established to consider applicants. The personnel committee shall have the following duties:

   (1) Review applications.

   (2) Select candidates who meet qualifications and responsibilities listed in the job descriptions.
ARTICLE VI: ASSIGNMENT AND SCHEDULING OF EMPLOYEES

(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:

(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 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 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.
ARTICLE VI: ASSIGNMENT AND SCHEDULING OF EMPLOYEES

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 a preparation-conference-planning time. Elementary teachers shall have a minimum of 150 minutes per week of preparation-conference-planning time within the employee work day. All secondary teachers shall plan with the building administration to have preparation-conference-planning time to the equivalent of one full class period per day. The faculty representative organization shall be responsible for working with building administration to develop plans for preparation-conference-planning time when the faculty delegates this responsibility.

2. The primary purpose of preparation-conference-planning time periods in elementary, middle, and secondary schools is for the individual teacher to prepare, plan, and conference; however, preparation-conference-planning time shall also be used for period conferences, departmental meetings, and other cooperative group planning.

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 Director of Program Development 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 instruction 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 principal after discussion with the faculty or faculty representative organization.

4. The purpose of such specialists is to provide expert instruction in specialty areas.
ARTICLE VI: ASSIGNMENT AND SCHEDULING OF EMPLOYEES

SECTION J: Kindergarten Instruction

1. All kindergarten teachers shall be provided preparation-conference-planning time consistent with Article VI, Section G.

2. All kindergarten teachers shall be provided with one (1) ten-(10) minute break in the morning and one 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. Principals and employees will discuss room assignments in the light of available facilities in the building as indicated in Article VI, Section C.

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 buildings shall be provided one full day of released time each month. The released time will provide the teacher an opportunity to remain a full day in one of the buildings for the purpose of preparing instructional materials and for conferring with staff and parents.

6. The contract year for one-half (1/2) day kindergarten teachers shall include one 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 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 bona fide 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, 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 proportion of racial minority students to total students in the entire school system. Priority will be given to the recruitment, hiring, and assigning of minority personnel who have the appropriate qualifications.
ARTICLE VI: ASSIGNMENT AND SCHEDULING OF EMPLOYEES

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

SECTION L: Special Education

1. Teaching strategies such as behavior modification, rate taking and precision teaching have certain advantages for some special education students. No single instructional philosophy or technique is prescribed by the District for the instruction of a special education student.

2. 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.

3. A representative from each of the categories of special education will serve on a 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.

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. The District shall identify and group handicapped students by state handicap category and shall use such handicap grouping in making classroom assignments in accordance with Federal and State laws and Washington Administrative Code guidelines.

6. Special education teachers may administer some routine physical assistance to special education students in special situations as approved by the Director of Health Services.

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

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 Education 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 of the building to which he
ARTICLE VI: ASSIGNMENT AND SCHEDULING OF EMPLOYEES

or 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 principal 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 building whenever feasible.

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 Certificates (ESA).

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

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

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 O: 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
ARTICLE VI: ASSIGNMENT AND SCHEDULING OF EMPLOYEES

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 inservice day in the fall under the provision of Article IV, Section C, item 2 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 Instructional Services.

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 members are directly responsible to the head librarian.

9. A total of five (5) days shall be made available for the academic year at per diem rate for each full time equivalent librarian to use in the opening and closing of the facilities. One or two of the available days may be utilized during winter or spring vacation to complete tasks that cannot be carried out during the school year.

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

SECTION P: Foreign Language and Bilingual Education

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

3. Foreign language and bilingual 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 at the building level are considered an appropriate means to encourage staff involvement in providing leadership in the development, implementation and evaluation of instructional strategies.

2. The faculty representative organizations shall make recommendations to the building principals in the following areas:
   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 a school shall become the accepted rules, regulations, and procedures for that building upon approval of the principal.
   a. The principal 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 representative of special programs and/or special education at the building level, and the principal or his or her designee. At least one 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 elementary, middle, junior high and secondary school buildings, 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.
ARTICLE VI: ASSIGNMENT AND SCHEDULING OF EMPLOYEES

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.

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 principal 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 problems 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 30:1, exclusive of Special Education.

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 December 1 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 area administrator will be notified by the principal 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 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
ARTICLE VI: ASSIGNMENT AND SCHEDULING OF EMPLOYEES

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 area administrator and the building staff.

e. 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.

f. 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 state standards and state funding.

SECTION S: School Nurses

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

2. One half day released time shall be provided monthly for all school nurses to meet under the direction of the Medical Director and Supervisor of Nurses 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 Office and the school nursing staff will continue to examine the "School Health Services Regulations and Procedures" handbook. If deemed appropriate, the Health Services Office will develop appropriate modifications consistent with well established medical, legal and public health practices for school districts and consistent with established District policies.

4. Nurses shall be provided with a duty-free lunch period of thirty (30) minutes. The school nurse may, at his or her own option, choose to schedule his or 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 utilizing the evaluation form entitled "Evaluation of Nurses by School Administration" and in accordance with Article VIII of this Contract.
ARTICLE VI: ASSIGNMENT AND SCHEDULING OF EMPLOYEES

SECTION T: Occupational and Physical Therapists

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

2. Beginning with the 1976-77 school year, all occupational and physical therapists who would have received an increment received the equivalent of an increment plus a 16% increase in being placed on the Occupational and Physical Therapists Salary Schedule. Any such employees who could not be placed on a step of the schedule were placed on a shadow lane status without increment for two years until they obtain appropriate educational credits for placement on a schedule step, or shall remain frozen on the dollar amount they receive at that time. Such employees on shadow lanes shall receive any salary increase applied to the schedule in 1977-78 and subsequent years.
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, and procedures, or District practices and/or the provisions of this Contract.

2. "Grievant" means an employee or employees of the District covered by this Contract having a grievance or the Seattle Teachers 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. 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. 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. At 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. 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. 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. 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
ARTICLE VII: GRIEVANCE PROVISIONS

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.

3. An employee shall first take up a complaint or problem with his or 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.

SECTION D: Grievance Procedure

STEP 1. If the employee is dissatisfied with the outcome of the informal private discussion(s), he or she may initiate the formal grievance procedure at Step 1 by presenting a Grievance Review Request form to his or her immediate administrative superior with a copy to the Staff Relations Office, requesting a formal conference within ten (10) working days after the informal conference was concluded. 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. The formal conference shall occur within ten (10) working days of the receipt of the written request by the immediate administrative superior. A written response shall be given or addressed and mailed to the grievant by the administrative superior within five (5) working days after the formal conference and a copy shall be filed with the Staff Relations Office.

STEP 2. If the grievance is not adjusted to the satisfaction of the grievant under Step 1 within ten (10) working days after the formal conference, 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 Staff Relations Office. The Staff Relations Office will, after conferring with the Superintendent, assign the grievance to an appropriate Central Administrator for review and formal conference at Step 2. The formal conference at Step 2 shall occur within ten (10) working days of the receipt of the Grievance Review Request by the Staff Relations Office. A written response shall be mailed to the grievant by the designated Central Administrator within five (5) working days after the formal conference.

STEP 3. If the grievance has not been adjusted to the satisfaction of the grievant under Step 2 within ten (10) working days after the formal conference, the grievant may, within that time constraint, request review, conference, and action by the Superintendent or his designated representative at Step 3 by submitting a completed Grievance Review Request form to the Superintendent, with a copy to the Staff Relations Office. The formal conference at Step 3 shall occur within ten (10) working days after receipt of the Grievance Review Request by the Superintendent. A written response shall be mailed to the grievant by the Superintendent or his designated representative within five (5) working days after the formal conference.

STEP 4. If the grievance has not been adjusted to the satisfaction of the grievant at Step 3 within sixty (60) days after the formal conference with the Superintendent or his designated representative at Step 3, 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 Staff Relations Office. Such arbitration shall be conducted by an arbitrator under the rules and
ARTICLE VII: GRIEVANCE PROVISIONS

administration of the American Arbitration Association. 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 the date of the formal conference under Step 3, then the grievance shall be deemed withdrawn. During the 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 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 will pay one-half of the costs for the arbitrator and American Arbitration Association administration.

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 the District administration with full assurance that no reprisal will follow by reason of their involvement in the grievance.

2. All documents, communications and records dealing with the processing of grievances shall be filed separately from the grievant's personnel file, and upon the adjustment of the grievance, such documents, communications, and records shall be destroyed except a summary of the grievance which will include the final adjustment thereof, will be prepared by the Staff Relations Office 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 or 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 or 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 or program manager shall be responsible for completing the Annual Performance Evaluation of every employee whose major portion of assignment is in his or her building.

   b. An employee who does not spend a major portion of his or her time in one building shall be evaluated by the administrative director or supervisor for his or her particular service.

   c. An employee who serves equal time in two buildings will be evaluated by each building principal or 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 principal, program manager or supervisor shall:

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

      (2) For certificated classroom teachers, utilize the criteria and performance standards as set forth in the administrative document entitled "A Manual of Observation for Improving the Teaching Process," together with the criteria established by the Superintendent of Public Instruction in January, 1977, and shall use the document entitled "Instructions for Completion of the Annual Performance Evaluation," to document such evaluations.

      The criteria and indicators for certificated support personnel as established and suggested by the Superintendent of Public Instruction in January, 1977, shall be used for evaluation of such employees.

      (3) Complete two copies of the check sheet contained in the "Instructions for Completion of the Annual Performance Evaluation" within three (3) days after preparation.

         (a) One copy shall be retained by the building principal, program manager or supervisor to be used to complete the "Satisfactory-Unsatisfactory Annual Performance Evaluation" form.

         (b) One copy shall be given to the employee.

      (4) Observe all newly hired Seattle School employees at least once for a total observation time of thirty (30) minutes during the first
ARTICLE VIII: EVALUATION

ninety (90) calendar days of employment.

(5) Complete the first Annual Performance Evaluation form for all employees whose performance is judged unsatisfactory by January 15.

(a) Such employee shall be notified in writing by the Superintendent of stated areas of deficiencies along with recommendations for improvement by February 1.

(b) Such employee may be placed on probation by the Superintendent from February 1 to no later than May 1.

(c) The 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 principal, program manager, or supervisor may lift the probationary status at any time between February 1 and May 1 if satisfactory improvement of stated deficiencies has been documented.

(6) Finalize annual evaluation of all satisfactory new and continuing employees by completing the Annual Performance Evaluation form no later than May 15.

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

(b) The check sheets used to determine satisfactory or unsatisfactory performance shall be destroyed at the end of the school year.

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

SECTION B: Pilot Program

The District and the Association shall establish a joint committee to design a pilot program in order to develop and field test criteria for implementation of the criteria and minimum performance standards as adopted by the Superintendent of Public Instruction. This joint committee would plan the pilot program during the first semester for field testing along side the official program during the second semester. After an evaluation of the results from the field test, this Contract may be reopened for negotiations on this Article VIII at the request of either party.
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,
   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, and 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, adoption of a different manner of providing services, and non-large funding losses and insufficiencies, the District shall inform the Association no later than April 15 of the nature and approximate size of the proposed staff adjustments. 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.

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
ARTICLE IX: STAFF ADJUSTMENTS

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 1/2 day or more. For employees working less than 1/2 day, seniority will be computed on the basis of full-time equivalency.

d. A day of seniority is based upon a day for which pay is received. Therefore, the following are excluded:

(1) Absences for other causes

(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, Junior High 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 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 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 up to four (4) categories for which he or she is qualified in preference order. The qualifications for these categories shall be:

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ARTICLE IX: STAFF ADJUSTMENTS

(1) Have a major in that category, or

(2) Have a minor in that category within the last six (6) years or a minor and a minimum of one year teaching experience (minimum .3 FTE), or

(3) Have one year of experience (minimum .8 FTE) in the chosen category or two or more years experience (minimum .4 FTE) to accumulate to a minimum of .8 FTE.

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. Procedures for staff reduction: In the event the Board of Directors adopts a reduced or modified educational program, the District will, by April 15, determine, as accurately as possible, the total number of certificated positions by categories necessary to conduct the educational program. 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. Employees shall be assigned to those positions prior to June 30.

2. 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 Section B, item 3.
   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.
ARTICLE IX: STAFF ADJUSTMENTS

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.

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 the Personnel Department in writing between June 1 and June 30 if such individual wishes to remain in the employment 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 or 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 the Personnel Office of a telephone number through which they can be reached.

2. Any laid-off employee may assign his or 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 the Personnel Office authorizing acceptance or rejection of an assignment on their own behalf.
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 or group of individuals at any location unless there is 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.
## SEATTLE PUBLIC SCHOOLS

### CERTIFICATED NON-SUPERVISORY EMPLOYEES SALARY SCHEDULE

#### 1977-78

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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$622 will be added for Master's Degree
An additional $1,243 will be added for a Doctorate for a total of $1,865. Only one MA stipend and/or one Ph.D. stipend shall be granted for any one employee.

Beginning with the 1967-68 school year, all employees were placed on an actual experience step. Employees who entered the corps prior to September, 1965 (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) September, 1965 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 September, 1967, 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 Salary Administration Office of the Personnel Department 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.

*Quarter Hours
SEATTLE PUBLIC SCHOOLS

SALARY SCHEDULE FOR SUBSTITUTE TEACHERS

1977-78

Casual Substitutes $45.57 per day

After the 5th day in a continuous assignment $52.68 per day

A short-term substitute assignment made for up to one-half day shall be paid at a one-half day rate, plus two dollars ($2) and any assignment made for more than one-half day will be paid at a full-day rate.
When an activity is not offered due to insufficient participation, the stipend will not be provided.

All positions are open to both men and women.

**GROUP 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.

<table>
<thead>
<tr>
<th>Team</th>
<th>Stipend</th>
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<tbody>
<tr>
<td>Football</td>
<td>M 2,124</td>
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<tr>
<td>Basketball</td>
<td>M 2,124</td>
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<tr>
<td>Basketball</td>
<td>W 2,124</td>
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<tr>
<td>Baseball</td>
<td>M 1,494</td>
</tr>
<tr>
<td>Cross Country</td>
<td>Co-ed 1,494</td>
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<tr>
<td>Gymnastics</td>
<td>W 1,494</td>
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<tr>
<td>Soccer</td>
<td>M 1,494</td>
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<tr>
<td>Soccer</td>
<td>W 1,494</td>
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<tr>
<td>Track</td>
<td>M 1,494</td>
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<tr>
<td>Track</td>
<td>W 1,494</td>
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<tr>
<td>Volleyball</td>
<td>W 1,494</td>
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<tr>
<td>Wrestling</td>
<td>M 1,494</td>
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<tr>
<td>Golf</td>
<td>Co-ed 984</td>
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<tr>
<td>Softball</td>
<td>W 984</td>
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<tr>
<td>Swimming</td>
<td>Co-ed 984</td>
</tr>
<tr>
<td>Tennis</td>
<td>Co-ed 984</td>
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</tbody>
</table>

Assistant Coaches—60% of Head Coaches

<table>
<thead>
<tr>
<th>Team</th>
<th>Stipend</th>
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<tbody>
<tr>
<td>Football (3 Assistants)</td>
<td>M 1,274</td>
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<tr>
<td>Basketball</td>
<td>M 1,274</td>
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<tr>
<td>Basketball</td>
<td>W 1,274</td>
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<tr>
<td>Assistant Coach&lt;sup&gt;1&lt;/sup&gt;</td>
<td>W 896</td>
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<tr>
<td>Gymnastics (if squad over 25)</td>
<td>W 896</td>
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<tr>
<td>Swimming (if squad over 30)</td>
<td>Co-ed 590</td>
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</table>

<sup>1</sup>This coaching assignment will be determined at the building level.
GROUP 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)  1,409
Group II Department Heads (16 to 29 classes or 4-6 FTE's)  1,177
Group III Department Heads (6 to 15 classes or 2-3 FTE's)  1,010
Group IV Department Heads (1 to 5 classes or .2-1 FTE)  657

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)  1,409
Team Leaders (3-6 FTE's)  1,177

Intramural Instructors, Senior High FTE$^2$  1,070
Intramural Instructors, Junior High/Middle School FTE$^2$  1,070
Intramural Instructors, Elementary FTE$^2$  1,017
Junior High/Middle School Instructional Materials  943
Newspaper Advisor  984
Annual Advisor  984
Debate Coach  549
Senior Class Advisor  589
Drama and Music—Senior High with over 1500 students
(Article III, Section B, item 5-a)  3,191
Drama and Music—Senior High with less than 1500 students
(Article III, Section B, item 5-a)  2,808
Safety Patrol, Elementary  541
Choral Music, Elementary  433
Ticket Managers$^3$  78

Athletic Supervision$^3$

Traffic Education—Compensation for Certificated Non-Supervisory Staff:

Beginning Instructors  7.51 p/h
1 year of approved experience  8.28 p/h
2 years of approved experience  9.04 p/h
3 years of approved experience  9.81 p/h
4 years of approved experience  10.58 p/h

$^2$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.

$^3$The Athletic Office shall employ on a per-event basis and pay at an hourly rate for athletic supervision and ticket managers for 1976-77 from Athletic Department funds. The rate paid shall be the hourly rate paid to the athletic supervision and ticket managers for 1975-76 plus 16%.
GROUP III: PROGRAM SUPPORT ASSIGNMENTS

<table>
<thead>
<tr>
<th>Position</th>
<th>Stipend</th>
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<tbody>
<tr>
<td>Activity Coordinator</td>
<td>1,560</td>
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<tr>
<td>Head Counselor</td>
<td>1,253</td>
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<tr>
<td>Dean</td>
<td>984</td>
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<tr>
<td>Special Education Consultant</td>
<td>1,177</td>
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<tr>
<td>Placement Coordinators</td>
<td>1,253</td>
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<tr>
<td>Subject Matter Specialists</td>
<td>443</td>
</tr>
<tr>
<td>Head Teachers</td>
<td>Dept. Head Range</td>
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<tr>
<td>Special Program Consultants</td>
<td>Dept. Head Range</td>
</tr>
<tr>
<td>Student Service Coordinators</td>
<td>Dept. Head Range</td>
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<tr>
<td>Staff Development Instructors^</td>
<td>13.47 p/h</td>
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</table>

^Guest Instructors, when Certificated Non-Supervisory members of the bargaining unit, will be paid per hour, provided the instructor shall receive one-half (1/2) the hourly fee when a guest instructor is teaching.

GROUP IV: 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-l)
- Five (5) days for each Secondary School for each FTE Counselor (Article VI, Section M)
- Five (5) days for each FTE librarian in each school (Article VI, Section O)
- 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).
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<th>School Month</th>
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School Begins for Students: September 6, 1977
First Semester Begins: September 7, 1977
First Semester Ends: January 31, 1978
Total Days First Semester: 90

School Year Begins: September 6, 1977
Second Semester Begins: February 1, 1978
Second Semester Ends: June 15, 1978
School Year Ends: June 16, 1978
Total Days Second Semester: 90

# Holidays:
- Independence Day, July 4
- Labor Day, September 5
- Veterans' Day, November 11
- Thanksgiving, November 24, 25
- Martin Luther King, January 16
- Presidents' Day, February 20
- Memorial Day, May 29

Vacations:
- Winter - December 19 - January 2
- Spring - April 3 - 7, 1978

- Trimester Ends
- Quarter Ends
- School Begins for Students
- School Ends for Students
- Teachers on Duty - Classes Not in Session
SEATTLE PUBLIC SCHOOLS

SCHOOL YEAR CALENDAR 1978–79

(Not determined at time of this printing.)
STATEMENT OF RIGHTS AND RESPONSIBILITIES
Seattle Public Schools

PREAMBLE

A primary responsibility of the Seattle School District and its professional staff shall be the development in students of an understanding and appreciation of our representative form of government, the rights and responsibilities of the individual and the legal processes whereby necessary changes are brought about.

The school is a community and the rules and regulations of a school are the laws of that community. All those enjoying the rights of citizenship in the school community must also accept the responsibilities of citizenship. A basic responsibility of those who enjoy the rights of citizenship is to respect the laws of the community.

The purpose of this policy is to express faith in the ability of the students of the Seattle Public Schools to exercise their freedom and their basic rights while meeting their responsibilities by living up to the reasonable restrictions and appropriate standards of behavior described herein.

Students must be mindful that the exercise of rights implies the duty not to abuse those rights. Students do not have the right to diminish, passively or actively, the right of other students to an orderly learning situation.

Administrators and teachers also have rights and duties. The teacher is required by law to maintain a suitable environment for learning, and administrators have the responsibility for maintaining and facilitating the educational program.

Each teacher and school administrator has the authority to temporarily remove students from a class or to discipline students for cause. Those designated by the Superintendent of the District are authorized to discipline students and to impose suspensions or expulsions for cause. A detailed description of rights, responsibilities and authority of teachers and principals with respect to the discipline of pupils as prescribed by state law and state and District rules and regulations is available for review at each Seattle School District building.

The following rules, regulations and due process procedures are designed to protect all members of the educational community in the exercise of their rights and duties, in all aspects of their school experience, including participation in extracurricular activities and interschool athletic competition.

Nothing in this statement of student rights shall be held to limit the due process rights of educators or noncertificated school employees or their use of the District grievance procedure.
STUDENT RIGHTS

Court decisions have indicated clearly that young people in the United States have the right to receive a free public education. The courts have also stated that students have the rights of citizenship as delineated in the United States Constitution and its amendments. The deprivation or abridgment of these rights may occur only for just cause and in accordance with due process of law.

Constitutional rights are not absolute and in the school setting reasonable limitation must be placed upon the exercise of these rights in order that the schools may effectively fulfill their function of educating young people. The school system may not, however, unduly infringe upon constitutional rights.

FREEDOM OF SPEECH AND ASSEMBLY

1. Students are entitled to express verbally their personal opinions. The expression of personal opinions shall not interfere with the freedom of others to express themselves. The use of obscenities or personal attacks is prohibited.

2. All student meetings in school buildings or on school grounds may function only as a part of the formal educational process or as authorized by the principal.

3. Students have the freedom to assemble peaceably. There is an appropriate time and place for the expression of opinions and beliefs. Conducting demonstrations which interfere with the operation of the school or classroom is inappropriate and prohibited.

FREEDOM TO PUBLISH

1. Students are entitled to express in writing their personal opinions. The distribution of such material may not interfere with or disrupt the educational process. A written expression should be signed by the student responsible for its distribution.

2. Students have the right to distribute and publish uncensored leaflets and handbills. The students who edit, publish or distribute such leaflets and handbills among their fellow students are responsible for the content of such publications.

3. Libel, obscenity, and personal attacks are prohibited in all publications.

4. Unauthorized sale of publications will not be allowed on school property at any time. The principal is authorized to designate times and places for the sale of nonschool-sponsored materials published by students of the District.

5. The distribution by students in school buildings or on school grounds of unlawful material is prohibited.
SEARCH AND SEIZURE

The following rules shall apply to the search of school property assigned to a specific student (locker, desk, etc.) and the seizure of items in his/her possession.

1. There shall be reasonable cause for school authorities to believe that the possession constitutes a crime or rule violation.

2. General searches of school property may be conducted at any time.

3. Search of a specific area assigned to a student should be for a specific item and take place in his/her presence.

4. Illegal items such as firearms, weapons or other possessions reasonably determined to be a threat to the safety or security of others may be seized by school authorities.

5. Items which are used to disrupt or interfere with the educational process may be temporarily removed from student possession.

EQUAL EDUCATIONAL OPPORTUNITY

Students have the right to equal educational opportunity and shall not be unlawfully discriminated against because of national origin, race, religion, economic status, sex, pregnancy, marital status, previous arrest, previous incarceration, or physical, mental or sensory handicap.

In addition to the above constitutional rights, a student's privacy and his/her ability to file a grievance shall be protected in the following manner.

STUDENT FILES

Detailed guidelines for the collection, maintenance and dissemination of student records exist in the Student Records manual. In part they state that student records shall be available only to school personnel on a need-to-know basis and that a student's record is open to inspection by the student and his/her parent(s) or guardian(s) by appointment during regular school hours.

GRIEVANCE PROCEDURE

A grievance procedure shall exist in each secondary school and middle school to provide an opportunity for a student to seek a remedy for the unfair application of rules, regulations, or procedures.

STUDENT RESPONSIBILITIES

The mission of the common school system is to provide a learning experience which will assist all students to develop skills, competencies, and attitudes that are fundamental to an individual's achievement as a responsible, contributing citizen. In order to maintain and advance this mission, it shall be the responsibility and duty of each student to:
1. Attend all classes each day on time;
2. Make reasonable effort to learn;
3. Respect the rights of others;
4. Follow the reasonable instructions of teachers;
5. Comply with the rules of the District and school;
6. To submit to reasonable corrective action or punishment imposed by the District and its professional staff for violation(s) of its rules.

PROHIBITED CONDUCT

The commission of or participation in the following activities or acts in school buildings or on school property is prohibited. In addition students at school-sponsored, off-campus events and those using District-sponsored transportation shall be governed by School District rules and regulations and are subject to the authority of School District officials. Failure to obey the rules and regulations and/or failure to obey the lawful instructions of a School District official shall result in loss of eligibility to attend school-sponsored, off-campus events and/or other disciplinary action.

CRIMINAL OFFENSES

The following acts are specifically prohibited. In addition, violation of other criminal laws at school or at school-sponsored activities is prohibited. Disciplinary action will be taken by the District whether or not criminal charges result.

1. Arson: The intentional setting of fire.
2. Assault: Physical threats or violence to persons. Threatening to strike to harm another person.
3. Battery: An unconsented-to touching or application of force to another person.
4. Burglary: Stealing of school or personal property.
5. Explosives: Explosives are not permitted on school property or at school-sponsored events.
6. Extortion, Blackmail or Coercion: Obtaining money or property by violence or threat of violence or forcing someone to do something against his/her will by force or threat of force.
7. False Alarms: Activating a fire alarm for other than the intended purpose of the alarm is prohibited.
8. Firearms: Firearms are prohibited on school property or at school-sponsored events.

10. Malicious Mischief: Property damage.

11. Robbery: Stealing from an individual by force or threat of force.

12. Sale, Use or Possession of Alcoholic Beverages, Illegal Drugs, or Controlled Substances: Sale, use, possession or being under the influence of alcohol, drugs or controlled substances is forbidden.

13. Trespass: Being present in an unauthorized place or refusing to leave when ordered to do so. Students visiting at other than their assigned schools must first obtain permission from the building principal or designee.

14. Unlawful Interference with School Authorities: Interfering with administrators or teachers by force or violence.

15. Unlawful Intimidation of School Authorities: Interfering with administrators or teachers by intimidation with threat of force or violence.

16. Weapons: Possession or use of weapons or items apparently capable under the circumstances of producing bodily harm are prohibited.

DISTRICT OFFENSES

In addition to the criminal acts above defined, the commission of or participation in certain noncriminal activities or acts may lead to disciplinary action. Generally these are acts which disrupt and interfere with the educational process.

1. Disobedience: Students must obey the lawful instructions of District personnel.

2. Disruptive Conduct: Conduct which materially and substantially interferes with the educational process is prohibited.

3. Fighting: Fighting is prohibited.

4. Inappropriate Dress and Appearance: Dress and appearance must not present health or safety problems or cause disruption.

5. Nonattendance: Daily and punctual attendance of all who are enrolled in the Seattle Public Schools is required in accordance with state law and School Board rules. Students must attend regularly-scheduled classes unless officially excused.

6. Refusal to Identify Self: All persons must, upon request, identify themselves to proper school authorities in the school building, on school grounds, or at school-sponsored events.

7. Smoking: Students are not permitted to smoke on school grounds with the exception that the high school principal may designate a smoking area on the high school grounds where high school students may smoke.
SCHOOL HOUSEKEEPING RULES

In addition to the above rules, each school shall adopt and distribute to each student rules which shall govern a student's conduct in a particular school. Violations of these rules shall subject a student to disciplinary action.

DUE PROCESS

Procedural Rules and Regulations for the School Community Adopted in Accordance with State Board of Education Regulations. (WAC 180-40)

The Fourteenth Amendment to the Constitution of the United States requires that no state shall "deprive any person of life, liberty, or property without due process of law." Education has been defined by the Supreme Court of the United States as a protected interest because of the important role education can play in a person's life. Therefore, deprivation of the right to an education must meet the requirements of "due process of law."

Essentially, due process means being fair. The due process clause requires that procedures be established so as to guarantee that punishment which denies access to educational opportunity is administered for good and just cause. The procedures are designed to ensure that corrective action, if any, is taken only after a thorough examination of the facts. The nature of the corrective action must be reasonably related to the nature and circumstances of the violation(s).

Due process is not an absolute concept. Depending on the severity of the corrective action or punishment the requirements of due process will vary. For a minor corrective action such as removal from one class, there are few procedural requirements. For a major corrective action such as expulsion, the procedural requirements are extensive and may include a full formal hearing with eventual appeal to the courts.

The procedures governing the imposition of discipline, suspension, and expulsion are outlined below. These procedures are designed to safeguard the constitutional rights of students in the Seattle Public Schools.

Every effort shall be made by administrators and teachers to resolve problems through effective use of District resources in cooperation with the student and his/her parent or guardian. Therefore, no suspension or expulsion shall be imposed unless other forms of corrective action or punishment reasonably calculated to modify a student's conduct have failed or unless there is good reason to believe that other forms of corrective action or punishment would fail if employed.

A. DISCIPLINE

1. Defined. Discipline shall mean all forms of correction or punishment other than suspension and expulsion. It shall include the exclusion of a student from a class or activity by a teacher or administrator for not longer than the balance of the immediate class or activity. The student so excluded from a class or activity must remain under the control and general supervision of a District employee.

2. Conditions and Limitations. No form of discipline shall be imposed in such a
manner as to prevent a student from accomplishing specific academic grade, subject, or graduation requirements.

3. **Grievance Procedure.** See section on Grievance Procedure for Discipline and Short-term Suspension on page 90.

4. **Corporal Punishment.**
   a. Corporal punishment shall be administered only by a certificated employee in the presence of and witnessed by another District employee and never in an area where other students are present. Such witness shall be informed beforehand and in the student's presence of the reason(s) for the infliction of corporal punishment.
   
   b. No cruel or unusual form of corporal punishment shall be inflicted upon the student; only reasonable and moderate force shall be applied and in no case may corporal punishment be inflicted upon the head of a student.
   
   c. Parents or guardians, upon their request, shall be provided a written explanation of the reason(s) for the infliction of corporal punishment and the name of the witness who was present at the time corporal punishment was administered.

B. **EMERGENCY REMOVAL**

1. Notwithstanding any other provision of this statement, a student may be removed immediately from a class, subject, or activity by a certificated teacher or an administrator and sent to the principal or a designated school authority, provided that the teacher or administrator has good and sufficient reason to believe that 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. The removal shall continue only until:
   
   a. The danger or threat ceases, or
   
   b. The principal or designated school authority acts to impose discipline, a short-term suspension, to initiate a long-term suspension or an expulsion, or to impose an emergency expulsion.

2. The principal or designated school authority shall meet with the student as soon as reasonably possible following the student's removal and take or initiate appropriate corrective action or punishment. In no case shall the student's opportunity for such meeting be delayed beyond the commencement of the next school day. The teacher or administrator who removed the student shall be notified of the action which has been taken or initiated prior or at the time the student is returned to the class, subject, or activity.

C. **SHORT-TERM SUSPENSION**

1. Defined. Short-term suspension shall mean a denial of attendance (other than for the balance of the immediate class, subject, or activity for "discipline" purposes) at any single subject or class, or at any full schedule of subjects or
classes, or at any other type of activity conducted by or in behalf of the District, and any combination of the foregoing for any portion of a calendar day up to and not exceeding five consecutive calendar days. A suspension may also include a denial of admission to or entry upon real and personal property that is owned, leased, rented, or controlled by the District.

2. Conditions and Limitations

a. Kindergarten through grade four. No student in grades K-4 shall be subject to short-term suspensions for more than a total of five school days during any single semester and no loss of academic grades or credit shall be imposed by reason of the suspension of the student.

b. Grade 5 and above. No student in the grade 5 and above program shall be subjected to short-term suspensions for more than a total of 15 school days during any single semester or 10 school days during any trimester.

c. Any student subject to a short-term suspension shall be provided the opportunity upon his or her return to make up assignments and tests issued by reason of the short-term suspension; if:

i. such assignment or tests have a substantial effect upon the student's semester or trimester grade or grades; or

ii. failure to complete such assignments or tests would preclude the student from receiving credit for the course or courses.

3. Procedure for Short-term Suspension

a. Prior to the short-term suspension of any student, a conference shall be conducted by the suspending officer with the student as follows:

i. An oral or written notice of the alleged misconduct and violation(s) of the District rules shall be provided to the student;

ii. An oral or written explanation of the evidence in support of the allegation(s) shall be provided to the student;

iii. An oral or written explanation of the corrective action or punishment which may be imposed shall be provided to the student;

iv. The student shall be provided the opportunity to present his/her explanation.

b. In the event a short-term suspension is to exceed one calendar day the parent(s) or guardian(s) of the student shall be notified of the reason for the student's suspension and the duration of the suspension orally and/or by letter deposited in the United States mail as soon as reasonably possible. The notice shall also inform the parent or guardian of the right to an informal conference as outlined in "Grievance Procedure for Discipline and Short-term Suspension" below and that the suspension may possibly be reduced as a result of such conference.
c. All short-term suspensions and the reasons therefor shall be reported in writing to the Superintendent or designee within 24 hours after imposition of the suspension.

4. **Grievance Procedure for Discipline and Short-Term Suspension**
   
a. Any student, parent, or guardian aggrieved by the imposition of discipline or short-term suspension shall have the right to an informal conference with the principal or designee. A written or oral request for a conference shall be made by the aggrieved person to the principal or designee within three school business days of the discipline or short-term suspension. During the conference, the student, parent, or guardian shall be subject to questioning by the principal or designee and shall be entitled to question school personnel involved in the matter.

b. The employee whose action is being grieved shall be notified as soon as reasonably possible of the initiation of the grievance.

c. Subsequent to this conference, the student, parent, or guardian, upon two business days prior notice, shall have the right to present a written and/or oral grievance to the Superintendent or designee.

d. If the grievance is not resolved, the student, parent, or guardian, upon two school business days prior notice, shall have the right to present a written and/or oral grievance to the Board of Directors during the Board's next regular meeting. The grievance before the Board shall be heard in a closed meeting unless an open meeting is specifically requested by the student, parent, or guardian. The Board shall notify the student, parent, or guardian within 10 school business days following the meeting.

e. The disciplinary action or short-term suspension shall continue notwithstanding the implementation of the grievance procedure unless the principal or designee elects to postpone such action.

5. **Readmission**. See the Readmissions section on page 95.

D. **LONG-TERM SUSPENSION**

1. **Defined.** A long-term suspension shall mean a denial of attendance (other than for the balance of the immediate class, subject, or activity period for "discipline" purposes) at any single subject or class, or at any full schedule of subjects or classes, or at any other type of activity conducted by or in behalf of the District, and any combination of the foregoing for a period of time which exceeds five consecutive calendar days. A suspension also may include a denial of admission to or entry upon real and personal property that is owned, leased, rented, or controlled by the District.

2. **Conditions and Limitations**
   
a. **Kindergarten through grade four.** No student in grades K–4 shall be subject to short-term and long-term suspensions for more than a total of 10 school days during any single semester and no loss of academic grades or credit shall be imposed by reason of the suspension of the student.
b. **Grade 5 and above.** No single long-term suspension shall be imposed upon a student in the grade 5 and above program in a manner which causes the student to lose academic grades or credit for in excess of one semester or trimester during the same school year.

c. All long-term suspensions and the reasons therefor shall be reported in writing to the Superintendent or designee within 24 hours after the imposition of the long-term suspension.

3. **Procedure.** See section on Procedure for Long-Term Suspension and Expulsion on page 91.

4. **Readmission.** See section on Readmission on page 95.

E. **EXPULSION**

1. **Defined.** Expulsion shall mean a denial of attendance at any single subject or class or at any full schedule of subjects or classes, or at any other type of activity conducted by or in behalf of the District, and any combination of the foregoing, for an indefinite period of time. An expulsion also may include a denial of admission to or entry upon real and personal property that is owned, leased, rented, or controlled by the District.

2. **Conditions and Limitation.**

   a. All expulsions and the reasons therefor shall be reported in writing to the Superintendent or designee within 24 hours after the imposition of the expulsion.

   b. Once a student has been expelled, the expulsion shall be brought to the attention of appropriate local and state authorities including, but not limited to, authorities of the juvenile court system in order that such authorities may address the student's educational needs.

3. **Procedure for Long-Term Suspension and Expulsion**

   a. **Notice.** Prior to the long-term suspension or expulsion of a student, written notice of an opportunity for a hearing shall be delivered in person or by certified mail to the student and his/her parent(s) or guardians(s). The notice shall:

      i. Be provided in the predominant language of a student and/or a parent(s) or guardian(s) who predominantly speak a language other than English, to the extent feasible.

      ii. Specify the alleged misconduct and the School District rule(s) alleged to have been violated.

      iii. Set forth the corrective action or punishment.

      iv. Set forth the right of the student and/or his/her parent(s) or guardian(s) to a hearing for the purpose of contesting the allegation(s).
v. State that a written request for a hearing must be received by the office of the District hearing officer on or before the expiration of the third school business day after receipt of the notice of opportunity for a hearing, and that if such a request is not received within the three school business days, then the right to a hearing is waived and the proposed long-term suspension or expulsion may be imposed without further opportunity to contest the matter.

b. Response. The student and/or the parent(s) or guardian(s) shall reply in writing or orally to the notice within three school business days, indicating whether a hearing is requested. Failure to so respond is a waiver of the right to a hearing: the proposed long-term suspension or expulsion may be imposed.

c. Hearing.

i. Upon receipt of a request for a hearing, the District shall schedule a hearing to commence within three school business days after the date upon which the request was received. The student and parent(s) or guardian(s) shall be promptly informed of the time, date, and place of the hearing.

ii. The hearing shall be conducted by the District hearing officer. He/she shall not be a witness and shall determine the facts of each case solely on the evidence presented at the hearing.

iii. The hearing shall be closed unless the student or his/her parent(s) or guardian(s) specifically request an open hearing.

iv. The student and his/her parent(s) or guardian(s) shall have the right to:

(a) Be represented by legal counsel;

(b) Inspect in advance of the hearing any documentary and other physical evidence which the District intends to introduce at the hearing;

(c) Question and confront witnesses;

(d) Present his/her explanation of the alleged misconduct;

(e) Make such relevant showings by way of witnesses and the introduction of documentary and other physical evidence as he/she desires.

v. The designee(s) of the District assigned to present the District’s case shall have the right to inspect in advance of the hearing any documentary and other physical evidence which the student and his/her parent(s) or guardian(s) intend to introduce at the hearing.

vi. Either a tape recorded or verbatim record of the hearing shall be made by the District.
vii. A written decision setting forth the findings of fact, conclusions, and the nature and duration of the long-term suspension or expulsion, or lessor form of corrective action or punishment to be imposed, if any, shall be provided to the student's legal counsel or, if none, to the student and parent(s) or guardian(s).

d. Appeal to the Board of Directors

i. If the hearing officer imposes a sanction of a long-term suspension or expulsion, the student or his/her parent(s) or guardian(s) shall have the right to appeal the decision to the Board of Directors by filing a written notice of appeal at the office of the District Superintendent within three school business days after the receipt of the decision.

ii. If an appeal is not taken within the required three school business days, the suspension or expulsion may be imposed as of the calendar day following the three day period.

iii. If timely appeal is taken, the imposition of the suspension or expulsion shall not be imposed until the appeal is decided.

e. Hearing before the Board of Directors

If timely appeal is taken to the Board of Directors, the Board shall schedule and hold a meeting to review the matter within 10 school business days from receipt of such appeal. At that time the student or the student's parent(s) or guardian(s) or legal counsel shall be granted the opportunity to present such witnesses and testimony as the Board deems reasonable. Prior to adjournment, the Board shall agree to one of the following procedures:

i. Study the hearing record or other material submitted and render its decision within 10 school business days;

ii. Schedule and hold a meeting to hear further arguments based on the record before the Board and render its decision within 15 school business days; or

iii. Hear and try the case de novo (anew) within 10 school business days. In the event of a de novo hearing, the procedures shall be the same as those in the hearing before the hearing officer.

f. Decision of the Board of Directors

Any decision of the Board to impose or to affirm, reverse, or modify the imposition of discipline, suspension, or expulsion upon a student shall be made:

i. Only by those Board members who have heard or read the evidence.

ii. Only by those Board members who have not acted as a witness in the matter.
iii. Only at a meeting at which a quorum of the Board is present and by majority vote.

g. Appeal to Superior Court

Any student or parent or guardian desiring to appeal any decision of the Board may do so to the courts. Whether or not the decision of the Board shall be postponed pending an appeal to Superior Court shall be up to the Board to decide except as ordered by a court.

F. EMERGENCY EXPULSION

1. Notwithstanding any other provision of this policy, a student may be expelled immediately by the District Superintendent or designee in emergency situations provided that the suspending official has good and sufficient reason to believe that 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 educational process. An emergency expulsion shall continue until rescinded by the suspending official or until a hearing is held and a final determination reached.

2. Procedure

The procedures for emergency expulsion are the same as in Procedure for Long-Term Suspension and Expulsion (p. ) except as noted below.

a. Notice

i. The student and his/her parent or guardian shall be notified of the emergency expulsion and of the opportunity for a hearing by certified letter(s) deposited in the United States Mail within 24 hours after expulsion. In addition, reasonable attempts shall be made to notify the student and his/her parent or guardian by telephone or in person as soon as reasonably possible.

ii. The student and parent or guardian shall have 10 school business days after receipt of the notice in which to request a hearing. Failure to do so is a waiver of the right to a hearing.

b. Hearing

i. The hearing shall be scheduled as soon as reasonably possible and in no case later than three school business days after receipt of the request.

ii. The decision as to whether or not the expulsion shall be continued shall be rendered within one school business day after the date upon which the hearing concludes.

c. Appeal to the Board of Directors

An emergency expulsion need not be interrupted or stayed if the hearing officer's decision includes a conclusion that the student continues to pose
an immediate and continuing danger to the student, other students, or school personnel or an immediate and continuing threat of substantial disruption of the educational process of the student’s school.

G. READMISSION

1. Any student who has been suspended or expelled may apply for readmission at any time by making written application to the Superintendent or designee. Any such application should state the reasons therefore and should include such assurances as may be appropriate concerning the nonrecurrence of the problem which led to such suspension or expulsion.

2. The Superintendent or designee shall consider the application and advise the student or his/her parent(s) or guardian(s) of the decision within 20 days of the receipt of such application.

SPECIAL EDUCATION STUDENTS

Special Education students are expected to conduct themselves in a manner which will not disrupt their education or the education of other students. They are subject to the same rules, regulations and due process as all students. However, in determining the appropriateness of disciplinary action involving a Special Education student, consideration should be given to the nature of the student’s handicapping condition. The basic procedural differences for Special Education students are as follows:

1. In imposing any form of corrective behavior the person so doing should be aware of the nature of the student’s handicapping condition and consider its relationship, if any, to the student’s behavior.

2. Prior to the suspension, short- or long-term, or expulsion of a student, the Special Education supervisor shall be notified. In the case of an emergency removal or expulsion, the Special Education supervisor shall be notified as soon as reasonably possible.

3. A Special Education supervisor shall be notified in advance of all conferences and/or hearings where the student must be present. The supervisor shall have the opportunity to present his/her recommendations concerning the corrective action to be taken, if any.
Appendix G

TEACHER'S 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.)

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 44-4-25.)
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.
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BOARD OF DIRECTORS
Don Olson, President
Patt Sutton, Vice President
Richard J. Alexander  Cheryl Bleakney
Suzanne Hittman  Dorothy Hollingsworth
Ellen J. Roe

SUPERINTENDENT
David L. Moberly
November 22, 1977

Director of Staff Relations
Seattle School District No. 1
815 Fourth Avenue, North
Seattle, Washington 98109

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s): as listed on the reverse side. The agreements we now have, expired June 1977.

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,

JULIUS SHISKIN
Commissioner

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved _______ SEE REVERSE SIDE OF FORM FOR INFORMATION.

2. Number and location of establishments covered by agreement ____________________________________________

3. Product, service, or type of business ___________________________________________________________________

4. If your agreement has been extended, indicate new expiration date ____________________________________________

Your Name and Position

Area Code/Telephone Number

Address

City/State/ZIP Code

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