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Seattle School District No. 1 and Seattle Teachers Association (1983)

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Seattle School District No. 1 and Seattle Teachers Association (1983)

Keywords

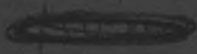
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COLLECTIVE BARGAINING CONTRACT

 **1983**
THROUGH
1985 

between

**The Seattle School District No.1
& Seattle Teachers Association**

Published by Seattle School District No.1

X 8/85

COLLECTIVE BARGAINING CONTRACT
between
SEATTLE SCHOOL DISTRICT NO. 1
and
SEATTLE TEACHERS ASSOCIATION
1983-85

Published by
Seattle School District No. 1

SEATTLE TEACHERS ASSOCIATION

SEATTLE SCHOOL DISTRICT NO. 1

Executive Committee:

Pete Neuschwander, President
Carol Reed, Vice-President
Wes Harris, Ass't Executive Director
Donna Lurie, Ass't Executive Director
Mary Cook
John Davis
Kathi Elske
Margaret Grebbell
Edna Hyatt
Sara Kaplan
Michael J. Musselwhite
Sylvia Sutton
Jerry Winger

Executive Director:

Rick L. Oglesby

Negotiating Team:

Rick L. Oglesby, Chief Negotiator
Nancy Kazama
Janet Lewis
Ronnie Martin
Bill Pearce
Carol Reed
Lee Scifers
Arlene VanderKlomp
Verleeta Wooten

Board of Directors:

Patt Sutton, President
Ellen Roe, Vice-President
Richard J. Alexander
Barbara Beuschlein
Michael Preston
John Rasmussen
T. J. Vassar

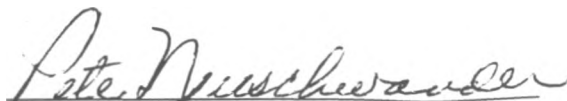
Superintendent:

Donald J. Steele

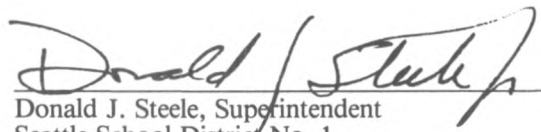
Negotiating Team:

Tom R. Schmidt, Chief Negotiator
James D. Abernethy
Herb W. Barkuloo
Robert J. Bell
Ray M. Cohrs
John E. DuGay
Robert R. Gary
Edmonia C. Jarrett
Al L. Jones
Mary K. Kawase
Kathy M. Meland
M. Donnell Muncey
Margaret L. Sonier
Philip A. Thompson
Carolyn A. Webb
R. W. Wilkinson
Steve D. Wilson

In witness whereof, the parties hereto have executed this Contract this 19th day of September, 1983.



Pete Neuschwander, President
Seattle Teachers Association



Donald J. Steele, Superintendent
Seattle School District No. 1



Rick L. Oglesby, Executive Director
Seattle Teachers Association



Tom R. Schmidt, Director
Staff Relations & Compensation Department
Seattle School District No. 1

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COLLECTIVE BARGAINING CONTRACT
between
SEATTLE SCHOOL DISTRICT NO. 1
and
SEATTLE TEACHERS ASSOCIATION
1983-85

PURPOSE

This Contract is entered into this 1st day of September, 1983, 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
1983-85**

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. All duties of the kind customarily performed by such certificated non-supervisory educational employees operating under the direction/supervision of District personnel shall be performed only by STA bargaining unit personnel, except by mutual agreement of the District and the Association. Persons rendering non-compensated voluntary service and/or short-term staff consultants are excluded from the bargaining unit.
2. When used herein the term "employee" shall refer to a certificated non-supervisory educational employee represented by the Association as defined in item 1 above.
3. Throughout this Contract certain rights are accorded to and certain functions are ascribed to the Association. These rights and functions shall be considered inherent in recognition of the Association as the legal representative of employees, and not rights and functions common to all organizations of certificated employees. The Association shall have the exclusive privileges and rights for members of its bargaining unit including the right to have payroll deduction of organization dues and fees and other deductions as mutually agreed in this Contract and the right of representation in formal grievance hearings of employees pursuant to the provisions of the Grievance Procedure. The rights granted herein to the Association in accordance with law shall not be granted to any competing employee organization.
4. Individual contracts for employees shall be in conformance with 28A.67.070, 28A.67.074, and 28A.67.900 RCW, and other applicable laws. The personnel rules, regulations and procedures contained in the individual contracts for employees shall not be in conflict with the provisions of this Contract.
5. The District will appropriately maintain and/or modify District policies, rules, regulations, procedures and/or practices in order to implement the provisions of this Contract.
6. If any provisions or any applications of this Contract to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Contract. Adjustment or 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 09/01/83, and shall continue in force through 08/31/85, provided that the parties may each identify three (3) issues for renegotiation commencing 04/15/84. 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 1983-85" shall be printed by the District after the Contract has been ratified and signed and shall be distributed, by the Association, to all certificated non-supervisory employees represented by the Association.
 - a. The first draft of the Contract shall be submitted to the Association for proof reading within thirty (30) working days after the final tentative agreements have been ratified by the members of the Association and the District's Board of Directors. The Association will complete proof reading(s) of the Contract drafts within ten (10) working days of receipt.
 - b. Contracts shall be printed and distributed to employees within thirty (30) working days following

ARTICLE I: Recognition and Agreements

completion of the final proofing by the Association.

- c. The District shall make Contracts available to applicants and shall distribute Contracts to all newly employed certificated non-supervisory employees.
 - d. The cost of printing the Contract shall be borne by the District.
 - e. The cost of distributing Contracts to current employees shall be borne by the Association.
 - f. The timelines set forth above may be extended by the mutual agreement of the District and the Association.
10. Unless otherwise provided herein, this Contract shall not be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from individual salaries or employee benefits.
 11. No later than 04/15/85, the Association shall present to the District all written contract proposals for collective bargaining on a successor contract. Collective bargaining shall be conducted at the times mutually agreeable to the bargaining team named by each party, provided, however, that the first meeting shall be held within fifteen (15) working days of receipt of written contract proposals from the Association. Representatives of the Association and the District shall meet at reasonable times and shall bargain in good faith in an effort to reach agreement with respect to the wages, hours, and terms and conditions of employment as provided in Chapter 41.59 RCW.
 12. Except as otherwise provided in this Contract, this Contract is complete in and of itself and sets forth all terms and conditions of all the agreements between the District and the Association pursuant to Chapter 41.59 RCW.

SECTION B: Payroll Deductions

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

copy of the formal written revocation to the Association. Such revocations of dues deductions may be made at the end of the Association's dues period on 10/01 of each year and/or at the end of the Contract, 08/31/85.

- a. The Association's authorization of payroll deduction form shall clearly state that it shall be understood by the employee signing the authorization that continuation of dues and/or fees deductions and maintenance of membership is a binding condition for authorizing payroll deduction and that exceptions during the year will be based on hardship or emergency and shall be adjudicated by the Association.
 - b. The Association shall be responsible for notice to state and national organizations with which it is affiliated and who have also been receiving dues and/or fees under the authorization of payroll deduction which is being revoked.
3. The deduction of membership dues and/or fees shall be made monthly for regular warrants. The District agrees to remit monthly all monies so deducted to the Association accompanied by a list of employees from whose pay the deductions have been made. The Association shall be responsible for remitting a portion of dues and/or fees to the state and national organizations with which it is affiliated when such dues have been authorized by the employee on an assignment of payroll deduction. The District shall be absolved by the Association of all responsibility for accuracy and accounting of state or national professional organization dues and/or fees.
 4. Employees who are members of the Washington School Employees Credit Union may authorize payroll deduction for Credit Union activities by presenting an authorization for such deductions to the Credit Union.
 5. The Association agrees to indemnify and save the District harmless against any liability which may arise by reason of any action taken by the District to comply with the provisions of this Section I-B, including reimbursement for any legal fees or expenses incurred in connection therewith. The District agrees to notify the Association promptly, in writing, of any claim, demand, suit or other form of liability in regard to this Section and, if the Association so requests in writing, to surrender claims, demands, suits or other forms of liability.

SECTION C: Association Security

1. It is recognized that the negotiations and administration of this Contract entail expenses which appropriately are shared by all employees who are beneficiaries of this Contract. The terms and conditions of this Contract in regard to Association membership or the payment of an agency shop fee or alternatives as provided in accordance with Chapter 41.59.100 RCW are set forth below.
2. New employees (i.e., hired after 07/01/76) may elect to become members of the Association or may pay an agency shop fee equivalent to the dues of the Association. New employees who fail to authorize payroll deductions will have the agency shop fee deducted from their salary and paid to the Association, pursuant to

ARTICLE I: Recognition and Agreements

Chapter 41.59 RCW. Employees who were nonrenewed in 04/76, due to lack of funds will be considered continuing employees for the purpose of this Section.

3. An employee who was a member of the Association on 07/01/76, shall thereafter maintain his/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 07/01/76, shall be exempted from the maintenance of membership and agency shop provisions of this Section. Such exemptions shall continue as long as such employees remain employees of the District.
5. In order to safeguard the right of employees based on a bona fide religious objection, the teachings or tenets of a church or religious body of which such employee is a member, said employee may pay an amount of money equivalent to the agency shop fee to a non-religious charity designated by the Association, pursuant to Chapter 41.59.100 RCW.
6. The Association agrees to indemnify and save the District harmless against any liability which may arise by reason of any action taken by the District to comply with the provisions of the Section above, including reimbursement for any legal fees or expenses incurred in connection therewith. The District agrees to notify the Association promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of this item and, if the Association so requests in writing, to surrender claims, demands, suits or other forms of liability.
7. Membership in the Association, the legally recognized organization authorized to negotiate with the District, shall be in compliance with Chapter 41.59 RCW and membership shall be nondiscriminatory with regard to race, creed, religion, sex, marital status, age, handicap, or national origin.
8. The District shall furnish the Association a listing by name of all employees employed by the District and their school location by September of each year. A list of corrections and changes to this list shall be furnished to the Association at monthly or other agreed-upon periods thereafter.

SECTION D: Leave Provisions for 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 invali-

date 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/she is elected, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to the District.
 - b. A specific substitute will be provided for the Executive Vice President of the Association when he/she has not been placed on leave for the school year.
 - 1) The Association may specify the substitute to be provided and shall reimburse the District, on a monthly basis, for all associated costs;
 - 2) The substitute specified by the Association must meet with the approval of the direct administrative supervisor; and,
 - 3) Such substitute will be provided in accordance with the provisions of Section III-E of this Contract.
 - c. At a mutually agreed-upon date following election to office, the incoming President-elect for the ensuing school year shall be provided leave for the remainder of the school year, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to the District.
3. Special Requests for Released Time
 - a. Requests by the Association for District staff members to be released for a period not to exceed five (5) consecutive days as special consultants to participate directly in a collective bargaining session on a specific proposal or issue, when the consultant's particular expertise would contribute to the development of a full consideration of the matter being discussed, shall be in writing to the District. Copies of written requests for released time shall be presented to the Staff Relations & Compensation Department, Personnel Department, and administrative supervisors as soon as possible, but not less than three (3) working days prior to the date of release. Such requests will be reviewed by the District, and when released time is provided it shall be subject to reimbursement to the District for the cost of any necessary substitute.
 - b. Requests by the Association for alternate or additional individual District staff members to be released during the school year for a sustained time to participate directly in collective bargaining sessions shall be in writing to the District. Written requests for released time shall be presented to the Staff Relations & Compensation Department, Personnel Department and administrative supervisor as soon as possible, but not less than three (3) working days prior to the date of release. Such request will be reviewed by the District, and when approved the District shall provide leave, subject to reimbursement to the District for the full cost of the substitute, when necessary.
4. The cost of daily rate substitutes for District staff members released for short terms to serve as consultants to or representatives for the Association shall be reimbursed to the District by the Association.

ARTICLE I: Recognition and Agreements

5. Conditions for Released Time

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

page which began on 09/07/76, and ended on 09/21/76, 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 09/07/76 and ended on 09/21/76.
3. The Board will take no reprisals against any employee as a result of participation by or support of such employee in the strike which occurred from 09/05/78 through 09/27/78; provided that employees will not be paid for any days not worked.
4. The Association and/or its members will take no reprisals against any employee of the Seattle School District No. 1 for non-participation by or non-support of the strike which occurred from 09/05/78 through 09/27/78.

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/her fair assigned share of responsibility for the operation of the school, the guidance and counseling of students, and the sponsorship and support of the student activity program.

3. Each employee shall share responsibility with the total building staff, including building administration, for supervision and discipline and for maintenance of order.
4. Teachers are responsible for assigning and evaluating the work of students, based upon specific objectives, and for returning such evaluations to students promptly.
5. Teachers shall make the initial effort for contact with a student's home when, because of continuing attendance and/or discipline problems, or academic achievement, it is determined to be in the best interest of the student. Should the student's problems persist, the building principal/program manager and the teacher will collaborate in an effort to correct the student's deficiencies.
 - a. This contact is not to take the place of the procedural contact made daily by the buildings on student absences.
 - b. Substitutes in short-term assignments shall not be responsible under this item II-B-5.
 - c. Nothing in this item II-B-5 shall be interpreted as to add to/subtract from the rights and/or responsibilities employees have under the remainder of Section II-B or Section II-I of this Contract.
6. Teachers are responsible for the evaluation of each pupil's educational growth and development and for providing periodic reports to parents and/or guardians, appropriate administrators and/or staff.
7. It shall be the responsibility of the teachers to maintain an accurate accounting of student attendance through the established process for the school.

SECTION C: Nondiscrimination Rights

1. There shall be no unlawful discrimination against any employee or applicant for certificated employment by reason of race, creed, religion, color, marital status,

ARTICLE II: General Rights and Responsibilities

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. Sexual harassment is recognized to be a form of unlawful discrimination.

2. There shall be no discrimination against any employee in respect to assignment, promotion, or condition of work due to high position on the salary schedule, other professional factors being equal.

SECTION D: Representation Rights and Due Process

1. An employee who has received a written communication from his/her supervisor indicating deficiencies requiring improvement, at his/her request shall be entitled to have a representative of the Association or legal counsel present at subsequent meetings with his/her supervisor when the elements of the initial communicate are to be considered. Once representation is requested, the discussion of the matters communicated in writing shall not continue until representation is present, except that the discussions on the matter may continue after ten (10) working days.
2. The Annual Performance Evaluation and evaluation conferences conducted by the building principal/program manager or supervisor in the evaluation process are specifically excluded from these provisions, except that subsequent discussions of the evaluation following the receipt of the written evaluation may involve representation pursuant to these provisions.
3. Any complaint not called to the attention of the employee may not be used as the basis for disciplinary action or adverse evaluation against the employee. Any written record made of a complaint against an employee must be called to the attention of the employee within ten (10) working days of the time the record was made.
4. No employee shall be disciplined or reprimanded without just and sufficient cause. Any such action shall be subject to the grievance procedure including binding arbitration. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing. This section shall not apply to matters covered by statutory due process procedures.

SECTION E: Employee Personnel Files

1. Materials placed in the employee's District personnel file after the employee's election by the Board to a position with the District are available for review by the employee under the rules, regulations, and procedures of the District.
2. All materials related to an employee's evaluation held at the work location, except for the building copy of the formal evaluation, shall either be transferred to the District personnel file or shall be destroyed at the end of the work year, except that the observation criteria checklists for those employees determined to be unsatisfactory and/or in need of improvement may be retained in the building until such time as the employee's performance has improved as set forth in the observation criteria checklist. However, observation criteria checklists for those employees determined to be in need

of improvement may not be retained beyond twelve (12) months following the completion of the next school year's performance evaluation.

3. College/university credentials that are confidential shall be handled as directed by the college/university after election of the employee to the staff. College/university credentials shall not be retained by the District.
4. Materials reviewed by an employee and judged by the employee to be derogatory to his/her conduct, service, character, or personality may be:
 - a. Answered and/or refuted by the employee in writing. Such written response shall be permanently attached to said materials and shall become a part of his/her written personnel records.
 - b. Pursued by use of the grievance procedure.
5. Material judged through the grievance procedure to need adjustment shall be modified or removed as appropriate.

SECTION F: Communication Rights and Privileges

1. The Association shall have the right to post notices of its activities and matters of organizational concern on a bulletin board to be provided in each school building by the District.
2. The Association may use District 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, nonslanderous, 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/program manager 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/her designee, provided that this shall not interfere with nor interrupt normal school operations. In all instances, the authorized representative or representatives shall report to the school office and satisfy the principal or his/her designee that they are on official business or are visiting to observe the educational program of the school before they proceed through the building to any room. All such visits must not interfere with any employee's activities while on duty nor disrupt the orderly educational process of the school or program.

SECTION G: Academic Freedom

1. The exercise of full rights of citizenship is guaranteed by the District for employees. Toward that end the employee must be free to think and to express ideas, free from undue pressure of authority, and free to act within his/her professional group. Such freedom must be unrestricted except as it conflicts with the basic responsibility to utilize properly the current District authorized course of study and District rules and regulations which each member of the profession must accept.
2. The principle of academic freedom for employees shall not supersede the basic responsibilities of the employee to the education profession. These responsibilities include:
 - a. A commitment to support the Constitution of the United States;
 - b. A concern for the welfare, growth, and development of children; and,
 - c. An insistence upon objective scholarship.
3. The professional staff shall assist in designing the curriculum, in conformity with the laws of Washington and the rules and regulations of the State Board of Education.
4. Free interchange of ideas leading to clearer understandings at the maturity level of pupils must be expected as a part of effective teaching. Any challenge of members of the professional staff relative to the use of educational materials on the basis of suitability, upon their presentation of ideas involving morality or patriotism, or upon their literary merit, shall be resolved through utilizing established administrative channels.
5. No single instructional philosophy or technique is prescribed by the District for the instruction of a Special Education student.

SECTION H: Availability of Information

1. The District shall furnish upon request of officers or authorized representatives of the Association any and all information, statistics, and records which the Association and the District mutually agree are relevant to negotiations or are necessary for the organiza-

tion 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 07/15 of each year and a final report of the placements shall be provided on or before the beginning of school which shall list each position and the names of persons actually selected for assignment to the position.
4. A handbook of administrative guidelines of District rules, regulations, and procedures will be maintained and modified as appropriate by the District, utilizing recommendations from a District-wide Special Education Committee which shall be representative of each Special Education category.
5. In order to facilitate the educational assessment and programming of handicapped students, and to provide health/medical and legal safeguards for the students and employees, the following information shall, to the extent possible, be made available within the receiving building prior to student placement:
 - a. Student Services Assessment Report and Summary;
 - b. Medical Records;
 - c. Specialized Education Services Report(s), if applicable;
 - d. Parent Appraisal;
 - e. Student's initial and current IEPs;
 - f. Former educational programs and social information; and,
 - g. Notice of any critical condition.

SECTION I: Classroom Control

1. The District shall support and uphold employees in their efforts to maintain a sound learning environment. The employee shall request assistance if a student substantially disrupts the classroom environment and shall provide written information/requests for assistance as required. It shall be the responsibility of the appropriate administrator to provide assistance in an immediate or timely fashion consistent with the circumstances.
2. Employees are required by law to maintain a suitable environment for learning, and administrators have the responsibility for maintaining and facilitating the educational program. A student who by his/her behavior is substantially disrupting the classroom environment may be removed from a class pending action by the District, subject to the provisions of District regulations and procedures in accordance with state law and WAC 180-40. Students shall be removed from the classroom only for the violation of established rules as

ARTICLE II: General Rights and Responsibilities

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 building principal/program manager or other designated school authority acts to impose discipline or short-term suspension, initiate a long-term suspension or expulsion, or impose an emergency expulsion.

5. The building administrator will utilize written recommendations from employees in his/her deliberations relative to potential student classroom suspensions and expulsions.
6. Prior to or at the time the student is returned to the class(s), subject(s) or activity(s), the building principal/program manager or school authority shall notify the teacher who removed the student of the action which has been taken or initiated.
7. When a student is returned to school following temporary removal or suspension from school or from a class, subject, or school activity the administrator, in consultation with the employee(s) shall specify in writing the conditions, if any, for the student to return.
8. Parents and/or guardians shall be adequately informed of the classroom behavior of their children so they may take corrective measures where necessary.
9. The District will continue to provide classes and programs for students who are unable to profit from the regular educational program.

ARTICLE III: PROVISIONS FOR COMPENSATION AND WORK HOURS

SECTION A: Employee Contracts

1. There shall be an individual certificated non-supervisory Employee Contract, and a Supplemental Employee Contract for District-Specified Special and Supplemental Assignments, in conformity with Washington State law and rules and regulations of the District and State Board of Education.
 - a. Contracts must be returned by the staff member within fourteen (14) calendar days of date of issuance. If not returned by that date, a contract will be presumed to be rejected unless other arrangements have been made with the Director of Personnel.
 - b. Staff members' contracts shall be consistent with Washington State Law and the terms and conditions of this Contract.
 - c. Staff members can only be released from their contracts upon approval of the Board of Directors.
2. Certificated employees hired by the District to replace employees who have been granted official District leaves shall be contracted not to exceed one (1) year in accordance with 28A.67.900 RCW and shall receive full fringe benefits. Upon application for regular contract status, they shall receive appropriate consideration through the selection and assignment procedures of the District.
3. At the time of employment, each new employee shall receive the following materials as part of orientation to the District by the Personnel Department:
 - a. The Employee Contract in triplicate. One (1) copy is retained by the employee and two (2) signed copies returned to the Personnel Department;
 - b. A copy of the Certificated Non-Supervisory

Employees Salary Schedule with the salary placement marked;

- c. A copy of the current *Collective Bargaining Contract between the Seattle School District No. 1 and the Seattle Teachers Association*;
 - d. The *Employee Insurance Program Booklet*;
 - e. The *Professional Study Program Catalog*; and,
 - f. A notice regarding the Association Security Clause, Section I-C.
4. Contract Adjustments. A set of all official transcripts shall be sent in a sealed envelope from the college or university to the Personnel Department as soon as possible after the employee receives a contract. Transcripts required for Personnel to determine contract adjustments, if any, are in addition to transcripts sent to the SPI office in Olympia for certification purposes. Upon completion of additional college or university work, the employee shall have a copy of the transcript sent to the Personnel Department 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.

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

ARTICLE III: Provisions for Compensation and Work Hours

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

- a. Cost of living;
- b. Comparative data on like responsibilities; and
- c. Limitations imposed by law.

3. Salary

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

a. 1983-84:

- 1) Salary Schedules: The 1982-83 salary schedules shall, without change, be the 1983-84 salary schedules.
- 2) Increments and Lane Changes:
 - a) All movement on the salary schedule (Appendix A) shall be suspended pending implementation as provided in this subsection. Employees new to the Seattle School District in the 1983-84 school year shall be placed initially on the salary schedule as they would have been placed if they had worked in the District in the 1982-83 school year.
 - b) As soon as reasonably possible following 10/01/83, the District shall make available to the Association copies of the information as to the salary and benefits reported to SPI (SPI forms S-275 and the appropriate update reports) on all certificated employees of the District.
 - c) As soon as reasonably possible following completion of the SPI forms S-275, by 12/01/83 if possible, the District will implement increment and lane change increases to all District certificated staff entitled thereto, within the District's legal increase capacity. If there is insufficient capacity to cover increment and lane change increases otherwise due on the salary schedule for the full year, the increment and lane change increases will be payable on a pro rata basis through their implementation effective the first work day during the school year compatible with pro rata delivery. It is understood that in making the calculation on increase capacity, the District will preclude the possibility that the increases will exceed the capacity generated by such employees.
 - d) On or about the 03/01/84 warrant, on the basis of available compliance data and District analysis thereof, the District shall adjust the increment and lane change increases if and to the extent there remains added increase capacity as to such employees.

3) Contingent Reopener: The STA may reopen negotiations concerning the 1983-84 salary schedules within thirty (30) days of either of the following events, provided that the District may reopen one (1) additional issue:

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

b. 1984-85:

- 1) Salary Schedules: The 1983-84 salary schedules shall, without change, be the 1984-85 salary schedules.
- 2) Lane Changes and Increments: Implementation shall be in accordance with the procedures contained in item III-B-3-a-2) above.
- 3) 11/01/84 Increase: Beginning 11/01/84, the District shall effectuate the annual salary increase presently called for in the 1983-85 State Budget (HB 1079), Section 103(5), provided that the State appropriates funds for such increase and, provided further, that the same percentage increase will be applied to the annual salaries of all certificated staff of the District. Prior to effectuating the pass-through increase, the District will consult with the Association concerning the amount and mechanics for implementing the increase. If the parties are unable to agree on the amount and mechanics for implementation, the subject of the increase will be treated as a negotiable matter rather than a contractual matter and the District's pass-through commitment will be deemed null and void except as may be agreed in subsequent negotiations.
- 4) Contingent Reopener: The STA may reopen negotiations concerning the 1984-85 salary schedules within thirty (30) days of either of the following events, provided that the District may reopen one (1) additional issue:
 - a) The present salary limitations laws, as applied to the District, are voided by a final and binding court order; or,
 - b) The Legislature removes the present salary limitations, as applied to the District.
4. The compensation schedules for 1983-84 shall be as shown in the appendices of this Contract. The various salary schedules contained within the appendices of this Contract shall be adjusted, for 1984-85, by the same percentage applicable to Appendix A.
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

ARTICLE III: Provisions for Compensation and Work Hours

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 involve 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 Section III-D of this Contract.
 - d) Responsibility for supervision and leadership of other adult professional employees.
- 2) The special and supplemental assignments vary in terms of required time, effort, and skill for their execution. Relevant factors to determine the amount of the compensation on the Schedule are as follows:
 - a) Professional training and experience required;
 - b) Responsibilities as described in the job description;
 - c) Number of students supervised;
 - d) Extra time and days required over and above the work day and work year of employees; and,
 - e) Number of other adults supervised.
- 3) Activity coordinators, deans, and head counselors shall not have any additional supplemental assignments. The building principal/program manager should seek to balance other extra curricular and special assignments at the building level. Effective 09/01/82, no employee may have more than two (2) compensated supplemental assignments except as provided in (b) below. Assignments shall not have overlapping times, except department heads may have an overlapping compensated supplemental assignment for one (1) sports season during the school year.
 - a) Any employee who has more than two (2) compensated supplemental assignments shall submit to the building principal/program manager a list of those compensated supplemental assignments which he/she currently holds, in preference order.
 - b) The building principal/program manager may attempt to reallocate compensated supplemental assignments other than the top two (2) selected by the employee. If no qualified employee in the building who is eligible to hold a supplemental assignment is willing to accept such assignment, the assignment shall be returned to the employee currently holding that assignment.
- b. Appointments to supplemental assignments are on a yearly basis in accordance with RCW 28A.67.074. An employee appointed to such an assignment shall normally be reappointed to the assignment for the forthcoming school year, provided that:
 - 1) Employees holding supplemental assignments shall have their appointment to a supplemental assignment reviewed each year by the building principal/program manager.
 - a) Reappointments, except for those employees who declare that they intend to retire (one declaration of retirement only), shall be reviewed by the principal/program manager, subject to the criteria set forth in item III-B-5-b-1)-b) below, in the following manner:
 - (1) Employees who have served twelve (12) years or more in their present stipended position shall be reviewed in the spring of the 83-84 school year;
 - (2) Employees who have served nine (9) years or more in their present stipended position shall be reviewed in the spring of the 84-85 school year;
 - (3) Employees who have served six (6) years or more in their present stipended position shall be reviewed in the spring of the 85-86 school year;
 - (4) Employees who have served three (3) years or more in their present stipended position shall be reviewed in the spring of the 86-87 school year.
 - b) Reappointments shall be reviewed by the building principal/program manager every five (5) years from the date of appointment based upon any of the following considerations:
 - (1) General female:male and racial minority: majority balance of supplemental assignments throughout the building;
 - (2) Established education requirements needed for the assignment, as stated on the job description;
 - (3) Established experience requirements needed for the assignment, as stated on the job description;
 - (4) Performance of the employee holding the stipended position, as measured against the job description;
 - (5) Progress of the department/assigned area in meeting building/program goals established by the Effective Schools Program Committee, where appropriate; or,
 - (6) The opportunity to provide leadership experience and/or professional growth for other qualified employees in the building/program.
 - 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.

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- 3) Any employee not reappointed shall be given notification of his/her removal by the first Monday in June of the current school year. An exception may occur when the activity is not offered due to insufficient participation, reorganization, financial reasons, or when the employee is not reassigned to the building.
 - a) Employees who are not reappointed to a supplemental assignment shall have a conference with the building principal/program manager and shall receive a written explanation including the reasons from the building principal/program manager by the close of the current school year.
 - b) Such written explanations shall include a just and sufficient cause only when the non-reappointment is a result of the yearly review and not the result of the provisions set forth in items III-B-5-b-1-a) and b) above.
 - 4) Regarding the HEW transferees, upon application by the transferred person, the District shall give careful consideration for placement of administratively transferred stipended employees for open stipended positions for two (2) school years, provided such assignment will not violate District implementation of Title VI of the Civil Rights Act of 1964, Section 86.51 of the regulations under Title IX of the Education Amendments of 1972, Section 504 Rehabilitation Act of 1973, and the Desegregation and Affirmative Action Goals of the District.
 - 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. When an employee in a stipended position is absent for more than twenty (20) consecutive days without pay, he/she shall not receive the stipend pay for the period of time during which substitute service is rendered. An employee from within the school or from another school who substitutes for another employee in a stipended position shall receive the stipend pay after twenty (20) consecutive days of service retroactive to the first day of service.
 - e. The Compensation Schedule for Special and Supplemental Assignments for 1983-84 shall be shown in Appendix C of this Contract. Appendix C shall be adjusted, for 1984-85, by the same percentage applicable to Appendix A.
 - f. Supplemental assignments will be reported by building principals/program managers 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 10/01 classification report. Every reasonable effort will be made to begin stipend payments for school year assignments on the 10/01 payroll.
 - g. Once a Department Head or Team Leader stipend is established on the basis of the 10/01 classification report, that amount will not be changed either up or down due to enrollment changes for the remainder of the school year.
 - 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 Department and at each work site.
 - k. Each senior high school will receive three (3) periods of released time. These released periods shall be assigned by the building principal/program manager after consultation with the faculty representative organization for utilization by department heads and/or other staff in order to assist the instructional program of the school.
 - 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 building principal/program manager.
 - 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/her contract shall be his/her contract salary, excluding stipends, divided by the number of days specified in his/her contract.
 - n. Substitute Days: Secondary and Middle Schools shall have available, upon written request to the building principal/program manager, substitute days for the purpose of releasing department heads, team leaders, and other employees for observing and assisting in improvement of instruction in accordance with Article VIII and other approved activities on the basis of one (1) day for every three (3) non-supervisory certificated employees in the school.
 - 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

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transmitted to the building principal/program manager.

- 3) The applicants shall be interviewed by the building principal/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.
 - b. An employee entering the Seattle corps shall present all official transcripts in envelopes sealed by the college/university as soon as possible after receiving a contract. Transcripts for Personnel are required in addition to transcripts sent to the Superintendent of Public Instruction, Olympia, Washington, for certification purposes. Submission of transcripts to the Personnel Department as college credits are earned is required for accurate salary placement.
 - c. A statement of evaluation of credits to be used to establish salary placement shall be sent to each employee new to Seattle Schools after his/her transcripts have been received and evaluated by the Personnel Department.
 - d. Acceptable Credits:
 - 1) College Credit: All education-related credits earned through colleges/universities accredited by the National Council for the Accreditation of Teacher Education and/or by the American Association of Collegiate Registration and Admission Offices shall be acceptable for advancement on the Certificated Non-Supervisory Employees Salary Schedule. Other college/university credit shall count toward advancement on the Certificated Non-Supervisory Employees Salary Schedule provided the institution is reported in the publication "TRANSFER CREDIT PRACTICES OF DESIGNATED EDUCATIONAL INSTITUTIONS" published by AACRAO as having a rating of good or better.
 - 2) Foreign Universities and Colleges: Credits earned from foreign universities and colleges acceptable by an accredited American college/university shall be counted toward advancement on the Certificated Non-Supervisory Employees Salary Schedule.
 - 3) In-service and Workshop Credit: Professional in-service credit earned and reported prior to 10/01/79, which was earned while attending Seattle Public School Staff Development Training Programs, shall be acceptable for advancement on the Certificated Non-Supervisory Employees Salary Schedule.
 - 4) Professional In-service Credit: Professional in-service credit earned and reported prior to 10/01/79, may be granted for certain types of curriculum committee activities, professional association workshops, study conferences, or the like, upon approval of the 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/university where the B.A. degree is earned.
 - 6) Community college credits earned in accredited Washington community colleges after a B.A. degree has been granted will be accepted at full credit value for salary purposes, following the established rules for the acceptance of college credits. The credits earned must be listed in the College Transfer Program.
 - 7) Community college credits from other states will be accepted only at the evaluation of an accrediting college as noted in (6) above and with the approval of the Personnel Department.
 - 8) For classes offered in Washington community colleges in programs other than those listed in the College Transfer Program, credit will be granted where there is a direct relationship of the courses to the applicant's primary instructional or administrative responsibility, or if they improve or update an individual's skills, knowledge or understanding so as to enable the employee to perform instructional or administrative duties more effectively. Credit for such courses must be applied for prior to registration through the Personnel Department. A maximum of four (4) 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 09/01/76, a maximum of three (3) physical education activity credits will be acceptable for salary credit, provided such credits are in excess of degree requirements. The above regulation does not apply to secondary physical education employees or employees with majors or minors in physical education.
- e. Experience Credit
- 1) For purposes of experience credit, eight (8) to twelve (12) months of full-time (contract) teaching during one (1) year will constitute a school year, except that two (2) full semesters in separate years may be counted as one (1) school year. 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

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- general level and subject area as will be taught in Seattle, and if the employee was certificated or entitled to certification at the time. Only schools within the United States or its territories which appear to be patterned after the public school system will be considered except as provided in 2)-e) below.
- b) Teaching experience as defined in e-1) above which is gained in the Armed Forces Dependent Schools.
 - c) Twelve (12) months of active military service or a major fraction thereof (182 days or more) may be counted as a year of prior service at full credit for salary purposes, except that no employee may be given credit on the salary schedule for more than two (2) years of active military service, including both prior service and service while on leave from the Seattle School District. Allowable credit is not to exceed the maximum in their salary lane. Military credit can be given only for active service in the armed forces of the United States.
 - d) Classroom teaching experience as defined in e-1) above gained in the Peace Corps shall be accepted.
 - e) Experience credit for full-time teaching in private or public schools in and under the auspices of foreign countries outside of the United States and its territories will be granted for experience gained on or after 09/01/74, on the basis of two (2) full years of teaching for one (1) year of Seattle salary experience credit, provided that the person was certified or eligible for certification under the laws of that particular country at the time of the experience. Verification of such experience and/or certification is not always possible. The District reserves the right to accept or reject on a case-by-case basis, any experience and/or education claimed. Reasonable evidence or verification is required.
 - f) Prior experience as a social worker, psychologist, 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/her field at the time the service was given. Such prior service will be granted on the basis of one (1) full calendar year of experience for each year of experience allowed. Social workers, psychologists, 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 1965-66 school year, an employee who has been a member of the Seattle Public Schools, resigned, taught elsewhere, and has returned to the Seattle corps shall be given Seattle experience credit for the intervening experience if this experience conforms to the rules for granting credit and the employee is not at maximum of his/her salary lane.
 - 4) No experience credit may be granted in an amount to place the employee above the maximum salary for his/her salary lane.
 - 5) Any employee who has taught in the Seattle Public Schools on contract the equivalent of a full semester, less a maximum of ten (10) days absence for any cause, shall be entitled to an annual increment for the following year, provided he/she has not reached the maximum of his/her classification.
 - 6) If an employee has received a contract late in the school year and does not teach the number of days required to earn an increment, he/she may add days taught as a substitute in the Seattle Schools that same school year to the days taught on contract. In this event, the minimum days teaching required to earn an increment is 144.
 - 7) Seattle teaching experience credit is granted to employees elected to the Seattle corps for substitute teaching in the Seattle Public Schools on the basis of 180 days taught (full time) equalling one (1) year, and with any remaining fraction of 4/5 of a year (144 days) or more counted as a full year. Less than 144 days, or less than a remainder of 144 days, will not be recognized. Any year, even though more than 180 days, cannot be counted for more than one (1) year. No credit is given for substitute service in districts other than Seattle.

SECTION C: Provisions for Salaries

1. Hiring

- a. Each employee shall be appointed by the Board.
- b. Each employee shall be the holder of a valid provisional or standard teaching certificate and/or an initial or continuing Educational Staff Associate Certificate (ESA) and/or a provisional or standard vocational certificate issued by the State Board of Education.
- c. The Board shall make a written individual employee contract with each employee in conformity with the provisions of this Contract and the laws of the state.
- d. As an Equal Opportunity Employer, the District

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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 Section I-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 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 10/01, the corrected salary shall be paid pro rata for the remaining payments for that school year. If the regularly scheduled payment day occurs when employees are not on duty, warrants will be distributed to the 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.
- e. Individual Contract Changes. The deadline for filing of credits in 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 earning of such credits is 08/31. Credits earned during the first semester, or later, may not be counted for salary purposes until the following year. No in-service workshop or professional in-service credits earned or reported after 10/01/79, shall be accepted or counted for salary advancement.
 - 1) Employees whose transcripts for credits earned through 08/31 which, for any reason, have not reached 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 08/31 for salary adjustments for the current year. The only exception to this regulation would occur on those occasions when the District schedules an employees' workshop during the last week of August, and which may extend into September. Credits earned in this workshop and reported prior to 10/01/79 will be credited toward the 1979-80 salary.
 - 4) An employee who is awarded a master's degree or a doctorate prior to 08/31 must submit evidence of such a degree to the Personnel Department prior to the last teaching day in October to receive appropriate salary based upon the new degree.
 - 5) Salary adjustments for employees currently in the corps are made as soon as possible after credits justifying the change are received. Credits received by 08/01 make possible salary adjustments in October warrants. Credits received after 08/01 and on or before the last teaching day in October make possible salary adjustments by 12/01 but not later than 02/01 retroactive to the beginning of the school year.
 - 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.

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- (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 Personnel are required in addition to transcripts sent to the Superintendent of Public Instruction's Office in Olympia by the educator or the college. The Seattle Schools will not forward transcripts to the Superintendent of Public Instruction's office in Olympia for certification purposes.
 - 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.
 - g. Salary overpayments due to error shall be repaid according to a monthly installment schedule mutually agreed upon by the employee and the District. The employee shall be notified by the District of his/her right to Association representation at all meetings relating to overpayments of salary. In the event that the employee and the District do not agree on a repayment schedule, the District shall implement a repayment plan, subject to the provisions of Article VII.
 6. The District and the Association agree that employees who held positions on the Compensation Schedule for Special and Supplemental Assignments for the preceding school year and who were transferred for the current school year and were given every consideration for similar open positions in the school to which they were assigned for the current school year, but no open special or supplemental assignment was available, shall be given priority consideration for a similar open position for which they qualify for the following school year.
- a. Employees will be expected, in addition to performing duties during the regularly scheduled on-site hours, to participate in activities and to perform duties related to the functioning of the total school, such as faculty meetings, organizational meetings, the guidance and counseling of students, parent contacts and meetings, and those duties associated with school activities not covered by currently stipended positions.
 - b. These duties may be performed at irregularly scheduled times and shall be divided equally among all employees in a building.
2. Employees with compensated special or supplemental assignments shall increase their workday on or off the site to fulfill their responsibilities as noted in item II-B-5-a.
 3. Employees who report to a staff organization and/or are assigned to and maintain an office in the Administrative and Service Center or one of its branches will be on duty for eight (8) hours. This category includes employees in programs such as Basic Skills, Occupational Education, Special Education, Special Programs, and whose responsibility is primarily support for the classroom teacher or school staff as a consultant specialist, or other similar titles.
 4. Certificated personnel who are assigned to a school building on a part-time basis, temporary and/or substitute certificated non-supervisory employees are expected to conform to the normal workday as defined above in the assignment to which they are placed.
 5. Exceptions to items 1, 2, 3, and 4 above may be granted for Association activity or, at the discretion of the building principal/program manager, for attendance at professional activities or for urgent personal business. Other employees who do not work in the school setting may arrange with the immediate supervisor to attend to similar activities.
 6. Visitations by employees to the homes of their students shall be at the option of the employee, with the approval of the building principal/program manager.

SECTION D: Length of School Workday

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

SECTION E: Substitute Teachers

There shall be two (2) classifications of substitute teacher service.

1. Short-term substitutes utilized in assignments up to and including twenty (20) days.
 - a. Types of short-term substitutes:
 - 1) Senior Short-Term Substitute: A person who is eligible to substitute for the District, who has served five (5) or more years as a District substitute and/or regular employee and who is willing to accept any assignment for which he/she is qualified, shall be called a senior short-term substitute and shall have first priority in assignment.
 - 2) Regular Short-Term Substitute: A person who is eligible to substitute for the District, who has served fewer than five (5) years as a District substitute and/or regular employee and who is willing to accept any assignment for which he/she is qualified, shall be called a regular short-term substitute.

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- b. Assignment of Short-Term Substitutes:
- 1) Refusal of Assignment
 - a) A short-term substitute may refuse up to seven (7) assignments, for which he/she is qualified, per year, before losing his/her priority for assignment.
 - b) Failure of a short-term substitute to accept any assignment for reasons of emergency or personal or family illness shall not be considered a refusal of assignment, as set forth above.
 - 2) Short-term substitutes shall receive consideration for long-term assignments, provided an unassigned contracted teacher serving in the contracted substitute pool cannot fill the vacancy.
- c. Teacher Request for a Specific Short-Term Substitute: A request for a specific short-term substitute, made by a regular full-time or part-time teacher, shall be honored, if possible, provided:
- 1) The name of the substitute requested appears on the Substitute Roster and such substitute is available for such assignment; and,
 - 2) The substitute services dispatcher receives such request the day preceding the absence of the regular instructor, either by telephone prior to 7:00 p.m. or in writing. The Substitute Service will make a reasonable effort to honor requests made after 7:00 p.m.
2. Long-term substitutes utilized in assignments of twenty-one (21) or more days.
 - a. Senior Long-Term Substitute: A person who is eligible to substitute for the District, who has served five (5) or more years as a District substitute and/or regular employee and who is willing to accept any assignment for which he/she is qualified.
 - b. Regular Long-Term Substitute: A person who is eligible to substitute for the District who has served fewer than five (5) years as a District substitute and/or regular employee and who is willing to accept any assignment for which he/she is qualified.
 3. 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.
 4. Long-term substitute assignments of twenty-one (21) 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 8 below.
 5. 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.
 6. A short-term substitute assignment made for up to one-half (.5) day shall be paid at a one-half (.5) rate, plus four dollars (\$4) and any assignment made for more than one-half (.5) day will be paid at a full day rate. Two (2) assignments or two (2) buildings in one day shall be paid at a full day rate, plus four dollars (\$4). A one-half (.5) day substitute assignment shall consist of up to three (3) consecutive class periods at the secondary level or up to three and one-half (3.5) clock hours at the elementary level. An assignment of over three (3) consecutive class periods at the secondary level or more than three and one-half (3.5) clock hours at the elementary level shall count as a full day of service, except that any student contact period of fifteen (15) or less minutes before or between classes shall not be considered a violation of this item III-E-6.
 7. Short-term substitute teachers (serving one [1] single assignment up to and including twenty [20] days) shall be credited with one (1) day of Sick Leave after serving twenty (20) days in that assignment. This Sick Leave shall accumulate from year to year and apply to all long-term assignments.
 8. Long-term substitute teachers (utilized in assignments of twenty-one [21] 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 (1) day of Sick Leave per twenty (20) days worked;
 - b. Personal Emergency Leave; and
 - c. Bereavement Leave.
 9. Except in unusual circumstances, building principals/program managers shall not require a substitute to supervise another class during scheduled preparation-conference-planning time.
 10. All substitute teachers shall be evaluated in accordance with the Guidelines for Evaluation of Substitute Teachers and the Substitute Teacher Evaluation Form in Appendix H.
 11. 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.
 12. The District shall provide every substitute teacher hired into the District at the beginning of the school year or thereafter a copy of the negotiated Contract, Substitute Handbook, District Rules and Regulations Affecting Substitute Teachers, a map showing school location, a list of all school buildings (including addresses and phone numbers) and the phone number of the Personnel Department.
 13. Should two (2) or more substitutes be called for the same assignment, the District shall pay each substitute called the full rate of pay for the initial day of the assignment.
 14. Senior substitutes shall be eligible to participate in King County Medical, Group Health, or Blue Cross medical insurance plans offered regular employees under the terms of this Contract. Each senior substitute electing to participate in either group plan shall make written arrangements with the District's payroll office. After notification of senior substitute status, the senior substitute shall have thirty-one (31) days to enroll.
 15. Substitutes who have an application on file and who are qualified shall receive proper consideration for hiring as a regular contracted teacher.

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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 pro-

vided by the District. This coverage shall include:

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

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

5. Absence due to injury incurred in the course of the employee's employment shall not be charged against the employee's sick leave days and shall be at full pay upon medical verification by the Personnel Department.
6. Under no circumstances shall an instructor be held liable for damages arising in the course of his/her service unless such damages are a result of the instructor's gross negligence, intentional or wanton misconduct, knowing violation of law or criminal act.
7. Instructors shall be paid for any Traffic Education Office scheduled hour in which they are present and prepared to work, but are unable to do so due to student absence or vehicular failure. A maximum of one (1) hour will be paid for any scheduled lesson.
8. Insofar as possible, all traffic education instructors henceforth shall be hired from the regularly certificated employees of the District.

ARTICLE IV: LEAVE RULES, REGULATIONS, AND PROCEDURES

SECTION A: Short Term Leaves

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

1. Sick/Personal Emergency Leave

- a. At the beginning of each school year, each employee shall be credited with an advance sick/personal emergency leave allowance equal to twelve (12) days, to be used for absence caused by illness, injury, medical disability (including that caused by childbearing), poor health, or an emergency caused by family illness where no reasonable alternative is available to the employee, subject to the same conditions as other Personal Emergency Leave.

b. Each employee's portion of accumulated unused sick/personal emergency 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, medical disability (including that caused by childbearing), poor health of the employee, or an emergency caused by family illness where no reasonable alternative is available to the employee, subject to the same conditions as other Personal Emergency Leave. Sick Leave must be taken in units of half days and full days.

d. Up to two (2) days per year of Sick/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 leave shall be granted with full pay during the work year.

1) The conditions for granting Personal Emergency Leave are as follows:

- a) The situation must be suddenly precipitated, or must be of such a nature that pre-

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planning is not possible, or such that pre-planning could not have eliminated the need for the leave; and,

- b) The situation must be one which is serious and unavoidable and of major importance, not one of mere convenience.
- 2) The procedures for obtaining Personal Emergency Leave are as follows:
 - a) The employee must carefully examine the conditions stated above under which Personal Emergency Leave will be granted and determine that they apply to the situation in question.
 - b) The employee must call the Personnel Department and arrange for a substitute, if appropriate.
 - c) Prior to or on return from leave, the employee must obtain, complete and submit to his/her immediate superior the Seattle Public Schools Employee Leave Report form for his/her signature and administrative processing.
- 3) **Religious Observance Days.** Employees whose religious affiliation requires observance of mandatory holy days on a day when schools are in session will be granted Personal Emergency Leave for this purpose. If Personal Emergency Leave is used for such observance, such employee may request an additional two (2) days of Personal Emergency Leave from the immediate supervisor. Such a request shall be granted pursuant to items 1-d-1) and 1-d-2) above.
2. **Worker's Compensation:** Employees who are on a leave of absence due to injuries or occupational illness which resulted from the employee performing contracted professional duties shall be provided by the District, as a self-insured employer for Worker's Compensation, continuation of salary without loss of sick leave during the period of disability caused by an injury of 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 appointed medical officer. At such time of return to work, Time Loss Compensation benefits for absence due to injury on duty or occupational illness shall cease.
3. **Bereavement Leave:** Up to three (3) days Bereavement Leave will be granted for each occurrence of death in the employee's immediate family. In cases where emergency factors or long distances are involved, the employee may request up to two (2) additional days leave. Such requests should be sent to the Personnel Department with a copy to the appropriate administrator.
 - a. Bereavement Leave shall be granted with full pay during the work year.
 - b. For the purpose of this item IV-A-3, immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, aunt, uncle or anyone who is living with or considered part of the family.
4. **Attendance at the Legislature:** Upon specific request of a Washington State legislative committee and his/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.
5. **Jury Service:** Employees may serve as jurors in accordance with state and federal laws.
 - a. Arrangements for the necessary temporary leave shall be made through the supervisor and the Personnel Department.
 - b. Employees who serve as jurors during the work year shall receive full pay, provided that any/all compensation received for such service is remitted to the District upon receipt.
6. **Mandatory Court or Subpoenaed Appearances:** To the extent possible, all leaves under this item IV-A-6 shall be scheduled outside of the school year. Upon request to the building principal/program manager or supervisor, leave may be granted for an employee to appear pursuant to a lawful subpoena or summons or as a party plaintiff or defendant, according to the following:
 - a. When the employee's appearance is essential to, or on behalf of, District interests, leave shall be with full pay.
 - b. For appearances in which the employee's appearance is adversarial to District interests, leave shall be without pay.
 - c. For appearances unrelated to District interests but in which the employee is a party, leave shall be with full pay, provided that the employee shall pay to the District the full cost of his/her substitute.
 - d. For appearances unrelated to the District and in

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which the employee is a disinterested witness or participant, leave shall be with full pay, provided that any witness fees paid to the employee shall be returned to the District.

7. Adoption Leave.

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

8. Attendance at Meetings and Conferences:

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

- 1) Requests for leave requiring Board approval shall be submitted for consideration in writing to the appropriate executive level administrator with copies to 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 ten (10) working days prior to the date the leave is to take effect.
- 2) The purpose of the leave must be clearly stated in the request with sufficient detail to identify the objectives and expected outcomes from the leave.
- 3) Requests must fall within budgetary limitations.
- 4) Recommendation regarding requests for leave shall be made by the appropriate Executive level administrator and referred to the Personnel Department for processing in adequate time for the Board approval as required. The Personnel Department shall notify the employee of the approval/disapproval of the leave.

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

- 1) Substitute and necessary expenses paid by the District. (This category applies to employees authorized by the Board to represent the District at important educational conferences.)
- 2) Substitute paid by the District; necessary expenses paid by the employee or outside agency. (This category applies to employees authorized by the Board to represent the District at important educational conferences.)
- 3) The Association will be provided a pool of two hundred and twenty (220) substitute days, during each school year, paid for by the District provided that no expenses shall be paid by the District. The pool of days shall be shared by the three (3) bargaining units represented by the Association (i.e., STA, SAEOP and Paraprofessional Staff). (This category applies to officers or members of the Association who are engaged in activities necessary for the organiza-

tion 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.

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

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

- 1) Up to two weeks leave (10 working days) for other causes (without pay) may be granted upon application to the building principal/program manager and approval by the appropriate executive level administrator/Department Director for reasons which are compelling and of substantial value to the employee and cause no serious disruption to the educational program.
- 2) Leaves beyond ten (10) working days will be submitted to the appropriate executive level administrator for regular District processing.

9. **Inclement Weather Leave:** Any Leave requested for days which are normally contracted but fall on days that school is not open due to inclement weather shall not be charged to the employee.

SECTION B: Long Term Leaves

1. Leave for Health Condition

- a. An employee who is unable to perform his/her duties because of personal illness, disability caused by childbearing, or other medical disability may, upon his/her request and physicians verification, apply for a Leave for Health Condition without pay for the duration of each illness or disability up to one (1) year.
- b. Written application for Leave for Health Condition shall be made to the Personnel Department, with a copy to the appropriate executive level administrator, and must be approved by the employee's personal physician.
- c. Leaves for Health Condition may be granted, without pay, for up to one (1) year at a time and may be renewed for up to one (1) year upon written request to the Personnel Department.
 - 1) Leaves for Health Condition, and renewal thereof, must be approved by the Personnel Department, and the employee's personal physician, and, when deemed appropriate, a District appointed medical officer. Any visit to a District appointed medical officer shall be at District expense, including documented mileage and parking.
 - 2) The Personnel Department reserves the right to not grant/renew a Leave for Health Condition when deemed appropriate.
 - 3) The employee shall have the right to utilize the

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appropriate appeal procedure if there is any disagreement.

- d. An employee who has been granted Leave for Health Condition will be returned to service at the change of semester or trimester, when a suitable assignment is available based upon the employee's training and experience, after giving due notice to the Personnel Department, provided that the employee's return to service has been approved by the Personnel Department, the employee's personal physician, and, when deemed appropriate, a District appointed medical officer.
- e. Seniority is retained but not accumulated while on Leave for Health Condition. No increment is allowed for the year when an employee is on Leave for Health Condition.
- f. An employee whose performance has been evaluated unsatisfactory and/or placed on probation prior to Leave for Health Condition will be returned with the same status upon completion of such leave.
- g. Employees who apply for and are granted Leave for Health Condition may use a portion of accumulated Sick/Personal Emergency Leave prior to commencement of the leave while retaining a portion of accumulated Sick/Personal Emergency Leave for the duration of such leave, upon request.

2. Leave for Public Office

- a. An employee seeking election to public office shall take a leave of absence without pay for the time his/her campaign duties interfere with the orderly performance of his/her District duties and responsibilities. In no event shall such leave of absence begin later than the opening of school in September for a candidate for a state-wide office. When an employee is elected to or appointed to a full-time salaried public office or position which precludes rendering normal contractual service to the District, he/she shall resign from the corps or apply for a temporary leave of absence without pay from the District.
- b. A candidate for public office must request unpaid leave for a period of time not to exceed sixty (60) contracted days prior to the final election.

3. Child Care Leave

- a. Child Care Leave, without pay, may be granted for a period of one (1) year and shall be exclusive of the period of physical disability.
- b. An employee requesting to return from Child Care Leave must file a 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.

4. Sabbatical Leave

- a. The purpose of the Sabbatical Leave program in the Seattle Schools is to encourage employees to engage in programs of professional improvement by offering them a stipend to help meet a part of the financial outlay involved in advanced study or study-travel.
- b. The Sabbatical Leave program shall be available to all employees represented by the Seattle Teachers Association including certificated school nurses, and occupational and physical therapists. The District shall not discriminate against Sabbatical Leave applicants due to race, creed, age, sex, handicap, position on the salary schedule or class of employee.
- c. The employee's Sabbatical Leave activity is identified as a leave for study or study-travel purposes involving enrollment in a recognized university or college program, preferably at a post-graduate level.
- d. Application for Sabbatical Leave shall be secured from and returned to the Personnel Department. The District Leave Committee, which shall include one (1) 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.
- e. Eligibility for Sabbatical Leave shall be determined by the following criteria:
 - 1) At least seven (7) years of full-time contract or contract equivalent service in the Seattle Public Schools as an employee. Four (4) consecutive years of full-time contract service immediately prior to the leave of absence of less than one (1) semester will not invalidate the application.
 - 2) A Bachelor's Degree or a Bachelor's Degree equivalent if the applicant entered the Seattle corps prior to 1946.
 - 3) Employees without a Bachelor's Degree may be eligible for Sabbatical Leave for study only, provided they meet all other requirements for the leave.
 - 4) The total number of Sabbatical Leaves that may be granted in one (1) year shall not exceed one percent (1%) of the total number of employees. During years of a RIF, this number may be reduced by two (2) per every one-hundred (100) employees RIF'd.
- f. The process for recommending Sabbatical Leave applicants for Board approval shall include evaluating the applicant's proposed plan according to the following criteria:
 - 1) The value of the applicant's plan to the District as evaluated by his/her division head;
 - 2) The clarity of the plan in the applicant's written proposal;
 - 3) The plan in relation to the applicant's present or near-future assignments;
 - 4) The consideration of fellowship or scholarship

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grants already awarded to the applicant at the time of submission of his/her sabbatical proposal.

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

- 1) The stipend for employees granted Sabbatical Leave shall be fifty percent (50%) of the employee's contract salary for the period during which the Sabbatical Leave is taken.
- 2) The amount received from supplementary scholarship grants shall not affect the amount of the District sabbatical stipend.
- 3) An employee on Sabbatical Leave may engage in employment other than that associated with his/her pursuance of an advanced degree of additional college work, i.e., teaching fellowships, teaching assistantships, etc., without a reduction in sabbatical stipend, provided that the appropriate line administrator approves the employment plans.
- 4) The employee agrees that the plan as approved shall be followed unless changes are approved in advance by the appropriate line administrator.
- 5) Study-only plans should call for a minimum of eight (8) hours per quarter of study in an institution of higher education, including those registered for theses or dissertation. Study travel plans should call for a minimum of twelve (12) quarter hours for a full year of leave. Under either plan, credits must be earned during the period of the leave itself, not during summer terms.
- 6) The employee agrees to make an adequate written report to the Staff Development Office on return from Sabbatical Leave.
- 7) The employee agrees to return to the corps for two (2) years of employment following Sabbatical Leave. Failure to return to the corps for the full first year will cause return of the entire amount of the stipend to the District. Termination at any time during the second year of the employment obligation period will be cause for one-half (1/2) of the stipend to be returned. Employees on Sabbatical Leave who are terminated or non-renewed and are not rehired because of insufficient funding shall not be required to return any portion of their Sabbatical Leave stipend.
- 8) Employees returning from Sabbatical Leave shall normally be returned to the same positions. If a change of position is requested by the employee, if the position has become non-existent, or if it is necessary to fill the position with a tenured staff member, an employee returning from Sabbatical Leave shall return to a comparable position.
- 9) The District agrees to maintain the seniority and salary right of the employee during the period of leave.
- 10) An employee shall not be eligible to apply for another Sabbatical Leave until seven (7) years of contract service have elapsed after the for-

mer leave, unless the leave was for less than a full academic year, in which case he/she shall be eligible for leave equal to the unused portion of the academic year.

5. Professional Advancement and/or Employment Leave

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

- a. Such professional leaves shall be for a period of not more than one (1) year, renewable on approval of the appropriate Executive level administrator for one (1) additional year.
- b. The employee will resume his/her duties with the District at the conclusion of his/her leave.
- c. Upon return, the employee shall be entitled to an appropriate position within the District.
 - 1) The employee shall retain his/her position on the salary schedule and receive an increment if he/she is eligible and not already at the maximum in his/her salary lane.
 - 2) Accumulated sick leave, retirement, and other benefits are retained for the period of leave.
- d. The specific benefit to the District must be clearly established through the application and approval procedure.
 - 1) The interested employee must apply by presenting a detailed employment plan specifying the expected learnings to the appropriate Executive level administrator.
 - 2) Application must be accompanied by an agreement to employ signed by the employer in which he/she specified the nature and requirements of the agreed-upon employment.
 - 3) The approved application shall be forwarded to the Personnel Department for final consideration and recommendation to the Superintendent and the Board.
- e. During periods of employee reductions due to reduced funding, the District shall not be required to grant more Professional Advancement and/or Employment Leaves than were granted the year previous to such employee reductions.

6. Leave for Study or Travel

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

ARTICLE IV: Leave Rules, Regulations, and Procedures

- b. An employee who has been granted Leave for Study or Travel may return to service during the period of the leave, after giving timely written notice to the Personnel Department, providing it is determined by the District that a suitable assignment is available based on the employee's training and experience.
 - c. Accumulated Sick Leave is retained while an employee is on approved Leave for Study or Travel.
 - d. For Study Leaves an annual increment will be credited for a year's leave under the following conditions:
 - 1) The employee must not be at the maximum step in his/her salary lane.
 - 2) A proposed plan of study must be presented to the appropriate Executive level administrator prior to the leave and the plan must be approved by the appropriate Executive level administrator.
 - a) The plan must include a minimum of eight (8) hours of study per quarter or semester, including hours registered for thesis or dissertation, at an accredited college or university.
 - b) 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.
 - 3) The employee must return to the corps immediately following the year of Study or Travel Leave.
 - 4) If an extension of the Study Leave period is made for a second year, the employee must return to the corps immediately following the second year of leave. An increment for the second year of Study Leave may be granted if the applicant meets all the requirements established for regular Study Leave as stated in paragraphs a, b, and c above.
 - e. During periods of employee reductions due to reduced funding, the District shall not be required to grant more study or travel leaves than were granted the year previous to such employee reductions.
- 7. Professional Experience Leave**
- Recognizing that appropriate professional experience as an employee in a variety of situations may contribute to the personal and professional growth of an employee, Professional Experience Leaves may be granted subject to the following conditions:
- a. To be eligible for a leave of absence to serve in the Peace Corps, or the overseas Armed Services Dependents' Schools, the employee must have served on contract for at least four (4) consecutive years in the Seattle Public Schools immediately preceding the leave, and at the time of application must be under regular contract with the District.
 - b. Application for these leaves of absence must be made on forms provided for that purpose, available in the Personnel Department, and must be submitted no later than 03/01 preceding the leave.
 - c. Such professional leaves shall be for a period of one (1) year and renewable for a second year upon request. Not more than a total of twenty (20) employees may be on such leaves during any one (1) year.
 - d. Employees serving on Professional Experience Leaves are required to notify the Personnel Department by 03/15 if they are returning to service with the District at the beginning of the ensuing school year or if they are applying for an extension of the leave.
 - e. The employee shall resume his/her duties with the District at the conclusion of his/her leave, and shall be entitled to an appropriate position within the District.
 - f. The employee's salary increment step shall not be changed on return from leave, and no salary service increment can be earned. College or 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 the leave.
 - g. During periods of employee reductions due to reduced funding, the District shall not be required to grant more Professional Experience Leaves than were granted the year previous to such employee reductions.
- 8. Military Leave and Service Credit**
- a. Military Leave of Absence and Service Credit is provided to the extent required by and consistent with law.
 - b. Military training duty up to fifteen (15) calendar days leave per year will be granted with pay for reservists ordered to active training duty, provided, that any such reservist shall present evidence to the District that he/she made all reasonable efforts to arrange for such active training duty during the summer months or other school vacation period. Such request for training must be submitted to the Military Committee of the Personnel Department for processing.
- 9. Long-Term Leave Without Pay**
- a. Application for a long-term leave of absence without pay or benefits shall be made in writing to the appropriate executive level administrator with a copy to the Personnel Department no later than 03/15. Written approval or rejection shall be made by 04/01.
 - b. To be eligible for such leave of absence, the employee must have been employed for at least seven (7) consecutive years in the Seattle School District immediately preceding the leave and, at the time of application, must be employed by the District.
 - c. Accumulated sick leave is retained while an employee is on approved Long-Term Leave Without Pay. This District shall allow employees on such leave to continue any or all portions of their insurance benefit programs via direct monthly payments to the District. Employees on such leave must make written arrangements with the Payroll Office. Arrangements are limited to a twelve (12) month leave period.
 - d. Such leave shall be for a period of one (1) year and

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renewable for a second year, upon request made by 03/15.

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

same basis as returnees from other types of unpaid leave.

- f. The employee's salary increment step shall not be changed on return from Long-Term Leave Without Pay and no salary service increment will be earned.

ARTICLE V: EMPLOYEE BENEFITS

SECTION A: Group Insurance Provisions

1. The District shall make available funds to contribute toward premiums of District-approved group insurance programs. It is the intent of the parties to comply with the limitations imposed by State laws, appropriations acts and implementing regulations as they relate to expenditures for employee benefits. No provision of this Contract shall be interpreted or applied so as to place the District in breach of the benefit limitations imposed by State law or to subject the District to a State funding penalty.
 - a. Employees eligible for full participation in the District-approved insurance programs are defined as those who work four (4) or more hours per day.
 - b. For 1983-84 and 1984-85, the District contribution to the Group Insurance Benefit Pool shall be at the rate of one hundred and fifty-nine dollars (\$159.00) for each full-time equivalent certificated employee of the District or an amount as certified for such purpose by SPI, whichever is greater.
 - c. The process for distribution to employees and for adjusting the rate of available benefits for 1983-84 and 1984-85 is as set forth in Appendix I.
2. 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.
3. Solicitation for companies and plans continued under "grandparent clauses" shall be subject to approval of the District and the Association.
4. 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, instructions regarding enrollment procedures, information for contacting the District insurance consultant, and an explanation of the District's contributions to the premiums. Enrollment or waiver cards must be returned to the Personnel Department no later than thirty-one (31) calendar days from the employee's first day of duty.
5. The District and the Association shall continue in a Joint Insurance Study Committee to study the District's insurance program and to make recommendations regarding changes. Such committee shall consist of up to three (3) members appointed by the Association and up to three (3) members appointed by the District.

SECTION B: Liability Coverage and Hold Harmless Provisions

1. The District shall hold harmless and shall provide five hundred thousand dollars (\$500,000) liability protection for each employee covered by this Contract in case of suit, actions, or claims against the employee and/or the District arising from or out of the employee's performance or failure of performance of duties as agent for the District, provided that the District shall not be obligated to hold harmless or defend employees in connection with acts or omissions outside those performed as an agent of the District or in connection with an employee's gross negligence, intentional or wanton misconduct, knowing violation of law or criminal act; further, provided that the employee agrees to give notice as soon as possible to an attorney of the District's General Counsel of any such suit, claim, or action brought against said employee.
2. The District agrees to adopt such methods as it and the District insurance carrier may deem appropriate to inform itself and to correct safety and health hazards and deficiencies relating to school property, activities, and procedures. The Association agrees that it will support and assist the District in all efforts to be informed of and to correct safety and health hazards and deficiencies.
3. Specifications for staff coverage in the District's Liability Protection shall be developed by the District Insurance Review Committee involving employee representatives.

SECTION C: Protection of Employees, Students and Property

1. The District shall make every reasonable effort to provide a safe and healthful environment for students and employees. Employees shall not be required to work under conditions known to be unsafe or hazardous or to perform tasks which endanger their health, safety, or well-being. The District will call upon other agencies such as the police, the courts, and social agencies to help preserve the health and safety of all persons involved in a school situation. To attain these goals, the District agrees to the following provisions:
 - a. Preservation of order in the schools
 - 1) An employee is authorized to use force, but no more force than shall be necessary, upon or

ARTICLE V: Employee Benefits

toward a student or other person on or around school premises whenever such employee is about to be injured, or when the employee lawfully comes to the aid of another about to be injured, or to prevent a malicious trespass, or other malicious interference with that real or personal property which lawfully is in his/her possession, in the possession of another employee or student, or upon school premises.

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

b. Benefits to Employees

- 1) A direct communication system shall be installed in elementary and secondary school classrooms wherever possible and appropriate within budgetary constraints.
- 2) The District shall provide legal counsel to an employee against whom a lawsuit is instituted and which suit arises out of his/her proper exercise of that force authorized in subsection 2.a above, or other District regulations. Furthermore, the District shall assist an employee in obtaining counsel to represent him/her when he/she has been assaulted in or around the school premises or as a result of his/her performing his/her professional duty.
- 3) To the extent required by law, District Self-Insured Employer Worker's Compensation benefits in accord with the Industrial Insurance Laws of the State of Washington shall reimburse an employee for medical, surgical, hospital, disability, or rehabilitation costs incurred as the result of an injury sustained in the course of the employee's employment or as a direct result of the employee performing his/her responsibilities.
- 4) The District or its insurer shall reimburse an employee for any certified loss of or damage to personal property necessarily used in the course of duty or in transporting him/her to or from his/her place of assignment when such loss or damage is willfully and maliciously inflicted by students or persons known or unknown on school premises or while the employee is on duty, subject to the following conditions:
 - a) The District shall reimburse first-dollar losses up to the limit of the usual \$100 insurance deductible.
 - b) There shall be no reimbursement for loss of cash.
 - c) The use of personal equipment for instructional purposes must have the prior approval of the building principal/program manager or supervisor.
 - d) There must be proof submitted that the employee either has no insurance or that his/her insurance does not cover the damage or loss in question. An employee must exhaust his/her own insurance recovery

possibilities before being eligible for reimbursement under this Section.

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

- 5) 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 Section IV-A, of this Contract.

2. Reporting Procedures

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

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

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 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 may be charged for enrollees who do not complete a course.
 - b. The employee and building principal/program manager 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 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.

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- 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 programs which occur at times when the employee is not otherwise compensated, shall be compensated in accordance with the provisions of Article III-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.
 4. When new teaching skills are required within existing Special Education programs, the District shall provide and/or facilitate training at no cost to the employee. If new skills are required for new Special Education programs, the District shall provide for or facilitate such training.
 5. Certificated non-supervisory employees who serve handicapped students and prepare IEPs shall be provided one (1) extra day, paid at the appropriate in-service rate, for the purpose of attending a Special Education IEP Workshop. This workshop shall be conducted prior to 11/01 and shall be coordinated by the Spe-

cial Education Department with an agenda that provides in-service opportunity tied to the development of IEPs.

SECTION E: Travel Allowances

1. An employee who is authorized to use his/her personal car on District business shall be compensated at the rate of twenty cents (20¢) 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 twenty cents (20¢) per mile, the District agrees to increase the travel allowance accordingly. The mileage shall be authorized and validated by the building principal/program manager 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 (2) members appointed by the Association and two (2) members appointed by the District who shall meet with the Director of Personnel or his/her 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 building principal/program manager to combination or split grades as required by the actual student enrollment in a specific school. An employee will be assigned to a combination or split-grade class by the building principal/program manager only after discussion with the employee regarding the necessity of the assignment.
2. In the process of organizing elementary school classrooms at the beginning of the school year, the basic class size in combination or split-grade assignments shall be at least one (1) less than the average class size limits of those combined grade levels for a particular school.
3. Combination or split-grade assignments as differentiated from non-graded organization shall not be given to beginning teachers.
4. In an effort to reduce the work load on elementary teachers, a combination or split-grade assignment shall consist of independent learners with homogeneous grouping within grade level insofar as school assignment shall make it possible.
5. The District will consider as a reasonable maximum, secondary teacher assignments of no more than three (3) different curriculum course preparations in no more than two (2) subject fields.
6. Variations from the above conditions shall be made by the building principal/program manager after discussion with a faculty, an affected grade level, a department or an Instructional Council and the Principal's Cabinet. The written record of the arrangement shall be retained on file in the school office.
7. Employees who are assigned to two (2) buildings shall be scheduled in such a manner as to provide a thirty-(30) minute duty-free lunch period plus neces-

ARTICLE VI: Assignment and Scheduling of Employees

sary travel time between buildings. Mileage allowance shall be provided for travel between the two work locations pursuant to Section V-E, of this Contract.

8. When the need is mutually agreed between the building principal/program manager and the employee, employees who are transferred from one (1) work location to another during the school year shall be provided with one (1) work day to vacate and relocate before the assignment is to begin, except when the transfer occurs at trimester and semester times.

SECTION B: Covering Classes

1. Requests initiated by the building principal/program manager or his/her designee to cover classes not regularly assigned may be made only as deemed necessary by the building principal/program manager or his/her designee in emergencies when arrangements for regular substitutes cannot be made, either because of a time factor or unavailability of a qualified substitute.
2. Arrangements for class coverage may be made between employees with the building principal's/program manager's approval.
3. To facilitate specific professional programs, arrangements to utilize other staff members to cover classes may be initiated by the staff with approval of the building principal/program manager.
4. Practicum students and non-certificated personnel may be used to cover classes only in such emergency situations as described in Section B, item 1, above. Except in unusual circumstances, practicum students and non-certificated personnel shall not cover classes other than those to which they are regularly assigned. In such exceptional situations, the building principal/program manager or his/her designee shall make the decision for such an arrangement and shall accept ultimate responsibility.
5. No Special Education teacher shall be required to teach a program for which he/she does not have the appropriate training and/or experience as determined by the District.

SECTION C: School Facilities

1. Employees shall serve only in properly maintained, adequate facilities which provide standard heating and lighting. The facility shall meet all health and safety standards for employees.
2. When it is necessary to assign employees to relocatable structures, the building principal/program manager will discuss such an assignment with the employee.
3. Kindergarten classes shall not be assigned to relocatable structures unless the facility is specifically suitable for such classes. The determination shall be made by the building principal/program manager after discussion with the faculty and the affected kindergarten teachers.

SECTION D: Movement of Employees Within the Program

1. In assigning classrooms and teaching stations, an em-

ployee shall not be assigned to more than two (2) teaching station assignments nor be required to "float" for two (2) consecutive years without agreement by the employee and the building principal/program manager.

2. Assignment to more than one (1) teaching station shall be made in accordance with the following conditions:
 - a. For educationally sound reasons, such as implementation of flexibility in programming;
 - b. With as little disruption to the instructional program and personnel as possible;
 - c. With classrooms between which the employee must travel to be located as conveniently near one another as possible. Whenever possible, the District shall make the following provisions for the "floating employee":
 - 1) Adequate storage in each classroom in which the employee works, e.g., file and desk drawer, table with drawers, or a section of a cabinet;
 - 2) Equipment and materials located within each room, e.g., books, basic laboratory equipment, and audio-visual equipment so only the employee must move;
 - 3) A private desk and file cabinet for the "floating employee" away from students, not necessarily in an individual office, but some place where only building staff members are admitted.
3. The District shall provide a teaching station for the itinerant teaching personnel with required equipment and in an appropriate location as determined in consultation among the employee, supervisor and building principal/program manager.
4. Student Service personnel and itinerant Special Education personnel shall be provided an appropriate working space as feasible for each particular building:
 - a. The working space shall be reserved for such personnel during the time they are regularly scheduled into the building.
 - b. The needs for privacy and/or the protection of materials shall be met.
 - c. Such employees shall be provided access to a telephone where private conversations are possible.
 - d. The specifics for making these arrangements shall be made by the building principal/program manager after discussion with the employee and/or the appropriate supervisor.

SECTION E: Transfer Procedures

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

1. Guidelines for Transfers

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

ARTICLE VI: Assignment and Scheduling of Employees

- a. The appropriateness of the assignment of employees has a significant impact on the morale of the employee and his/her effectiveness in the total educational program.
- b. Compliance with Title VI of the Civil Rights Act of 1964, Title IX of the 1972 amendments, Section 504 of the Rehabilitation Act of 1973, and the Affirmative Action goals of the District shall be maintained in placement and transfer of employees.
- 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 Section IX-B of this Contract.
- d. Only employees who have training or experience in dealing with students of a multi-racial/multi-cultural background shall be considered for assignment in schools with thirty (30) percent or more ethnic minority student population. If such employees are not available within the pool and no person will or can take the training or experience prior to the opening of school, other persons will be selected with consideration of appropriate in-service training and/or orientation.

2. Types of Transfer Requests

The 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 10/30. An employee who has requested a transfer but changed his/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 above, 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.
- c. Every reasonable effort shall be made to ensure that stipended personnel suffer no monetary loss as a result of transfer due to reduction of positions.
- d. An employee transferred voluntarily or involuntari-

ly due to reduction of positions will be given priority for transferring to a specific vacancy that occurs in the employee's original building and for which the employee qualifies, subject to the following conditions:

- 1) For vacancies that occur on or before 10/08 of the current school year, transfers will be implemented as soon as possible, but no later than the fourth (4th) Monday in October of the current school year.
- 2) For vacancies that occur after 10/08 of the current school year, transfers will be implemented the following school year on either the opening day or no later than the fourth (4th) Monday in October if there is a vacancy for which the employee qualifies.
- 3) It shall be the responsibility of each employee to notify the Personnel Department in writing between 05/01 and 05/30 if such employee wishes to exercise his/her right to return for the second year.
- 4) If the employee has not been returned to his/her original building by the fourth (4th) Monday in October of the following school year in accordance with the transfer procedures under the provisions of VI-E-4-d, the employee shall cease to have the priority accorded by the provisions of VI-E-4-d.
- 5) For vacancies that occur between 10/09 and the end of the school year, no employee shall be transferred under the provisions of VI-E-4-d except by mutual agreement among the employee and the building principals/program managers.

4. Transfer of Staff Due to Reduction of Positions

- a. When staff reductions are necessary, the building principal/program manager in conference with the Cabinet or Instructional Council or staff representatives will consider the program needs of the building and determine, in accordance with their responsibilities, what staff reductions should be made. The building principal/program manager will then inform the staff, giving opportunity for voluntary transfers. In cases where insufficient voluntary transfers are obtained, transferees shall be chosen by selecting the employee with the least District seniority within categories or specialties in which they have designated preference. The individual selected will be informed in conference by the building principal/program manager of the proposed displacement and provided the opportunity to comment.
- b. In reassigning displaced unassigned staff, assignment will be accomplished by the District utilizing the same criteria as in item 1 above.
 - 1) The assignment of displaced unassigned personnel for HEW compliance will be the first priority. The District shall notify displaced unassigned employees of vacant positions. Information furnished by the building principals/program managers about the vacant positions

ARTICLE VI: Assignment and Scheduling of Employees

shall be made available to displaced unassigned employees. In order to be eligible for an offer of a particular vacant position, qualified employees, as specified in item 1 above, may be required first to participate in an informational interview/conference with the building principal/program manager, either in person or by telephone. After any required informational interviews/conferences have been completed, the District shall offer the position to the qualified employee with the highest District seniority. Should such an employee not accept the assignment, the position shall be offered to the next qualified senior employee who fulfilled the requirements for the vacant position. 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 HEW compliance positions are filled, the remaining displaced unassigned personnel will be reassigned using the same procedures outlined in this item 4-b.

- 2) Certificated non-supervisory employees holding fractional contracts shall be provided the opportunity to increase their contracts to full-time by completing an Application for Full Time Employment form. This Application must be completed by no later than 05/01 of each school year and on file in the Personnel Department for consideration for the ensuing school year. Such employees shall have first right of refusal, in seniority order, for any full-time open position(s) for which they qualify.
- 3) Requests for general or specific transfer shall be honored in accordance with items VI-E-1-c and VI-E-2 of this contract prior to the implementation of item VI-E-4-b-(4) below. Except in unusual circumstances, transfers shall be made only at the end of a semester or trimester. The vacancy created as a result of a transfer will not be announced.
- 4) 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 building principals/program managers to fill additional vacancies utilizing the criteria in item 1 above, giving consideration to requests for transfer as provided in item 2 above.

5. Transfer by Administrative Decision

- a. Employees who are transferred by administrative decision for the following year shall be notified in writing as soon as practicable, but no later than 06/01 of the school year. Employees who are to be transferred at other times shall be given at least one (1) week's notice. The written notification shall include the reasons for the transfer.

- b. The building principal/program manager will confer with the individual tentatively selected for administrative transfer, shall provide tentative notice of transfer in writing, and shall provide the employee with an opportunity to comment.
- c. Criteria listed in item 1 above shall be utilized for administrative transfer.
- d. An employee who is selected to transfer as a result of administrative decision after the beginning of the school year shall be assigned to a position as expeditiously as possible. Unless there are some unusual circumstances, he/she will remain in the original assignment until a position is available. Such employees shall be placed in the contracted teacher substitute pool only after other alternatives have been carefully considered by administration and discussed with the employee.

6. Administrative Transfer Caused by School Closure

- a. Vacancies:
 - 1) Vacancies which are identified during the second semester of a school year preceding school closure shall be filled from the substitute roster for the remainder of that school year, in accordance with Sections III-E and IX-E of this Contract. If such vacancies continue to be authorized for the following school year, those vacancies shall be permanently assigned in the staffing process for the assigning of all positions.
 - 2) District-wide "bumping" shall not be allowed.
 - 3) The District shall place all employees displaced from assignment due to school closure to new assignments by giving them first consideration for placement in open positions.
- b. Impact of School Closures on Stipends:
 - 1) Employees holding stipended positions during the school year preceding school closure shall not be displaced from those positions by employees who have been reassigned for the school year following school closure as a result of that closure, and shall maintain their stipended position(s) unless removed in accordance with the provisions of this Contract.
 - 2) Employees holding stipended positions during the school year preceding school closure, who have been reassigned as a result of that closure, shall have the first right of refusal for any identical vacant stipended position within his/her assigned building for two (2) school years.
 - 3) Employees holding Class I stipended positions during the school year preceding school closure, who have been reassigned for the school year following school closure as a result of that closure, shall retain the first right of refusal for any identical vacant Class I stipended position(s) that opens in the District for two (2) years.
 - 4) Employees holding Class II and III stipended positions during the school year preceding school closure, who have been reassigned for

ARTICLE VI: Assignment and Scheduling of Employees

the school year following school closure as a result of that closure, shall retain the first right of refusal for any identical vacant stipended position that opens in the District for two (2) years, provided there is a certificated vacancy in the building in which the stipend is available for which the employee is qualified.

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

- 1) Employees from closed schools will be responsible for transporting their own personal materials and equipment to their new work location; for example: self-made teaching materials, gifts, and items purchased by the employee. However, the District will transport the above-mentioned materials on an exception basis for handicapped employees.
- 2) Employees from closed schools may personally transport District-owned personal-use items, such as: pens, scissors, rulers, binders, and staplers, to their new work locations after filling out an inventory list and submitting it to the building principal/program manager.
- 3) The District will develop a process whereby employees from closed schools will be given the opportunity to request the transfer of District textual materials and/or equipment they presently use to their new District locations. Textual materials and/or equipment approved for transfer will be transported to the employees' new assignments by the District.
- 4) Every effort shall be made to have the materials of transferring employees from closed schools transported by the District to their new work locations by 08/17.
- 5) It will be a top priority of the District to have essential equipment, supplies, and textual materials assigned and available in all buildings by 08/17.
- 6) In the event that an employee, who has been reassigned as a result of the school closure or relocation of programs, performs duties as mutually determined are necessary by the employee and the District which are associated with school closure or relocation of programs, he/she will be compensated for duties performed beyond his/her contracted work year at his/her per diem rate.

7. District-Initiated Transfer to Specialized Positions

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

a. Assumptions:

- 1) Applicants for such positions who meet the requirements of the position description will be chosen on the basis of seniority as defined in item IX-B-1 of this Contract.
- 2) The District will comply with federal requirements (HEW, Title IX).

- 3) General female/male and minority/majority balance shall be considered.
- 4) There will be a specific job description developed for each position.

b. The following general qualifications and other factors shall apply:

- 1) Applicants must meet the requirements of the position description.
- 2) Willingness to participate in summer workshops and planning sessions if required.
- 3) Completion of or willingness to attend the Human Relations 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 as listed in the job descriptions.
- 3) Interview candidates to determine whether applicants meet qualifications and responsibilities as listed in the job descriptions.
- 4) Identify candidates who meet qualifications and responsibilities as listed in the job description.

d. Guidelines for Interview Committee: The committee will select candidates to be interviewed based on the following criteria:

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

e. Evaluation Procedures:

- 1) After the interview of each candidate, the committee members shall note on the form "Qualifications for Selection for Positions" whether the applicant meets the qualifications and responsibilities.
- 2) A summary will be prepared by the Chairperson.
- 3) If more than one (1) applicant meets all of the qualifications and responsibilities, qualified applicants shall be recommended in seniority order.

SECTION F: Transportation of Students

1. Employees are not required to furnish transportation for students participating in school activities.
2. Employees who sponsor and obtain District approval of school activities utilizing private transportation should assure themselves that:
 - a. The drivers are licensed and carry adequate insurance;

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- b. The vehicles to be used are in good operating condition;
- c. Parent requests for student participation on such trips are on file before departure.

SECTION G: Preparation-Conference-Planning Time

1. All teachers shall plan with the building administration in their schools to organize their work day to include 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 (1) full class period per day. Such preparation-conference-planning time shall not be scheduled during the thirty minutes preceding the student day nor the thirty (30) minutes following the student day. The faculty representative organization shall be responsible for working with building administration to develop plans for 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 building principal/program manager after discussion with the faculty or faculty representative organization.
4. The purpose of such specialists is to provide expert instruction in specialty areas.

SECTION J: Kindergarten Instruction

1. All kindergarten teachers shall be provided preparation-conference-planning time consistent with Section VI-G.
2. All kindergarten teachers shall be provided with one (1) ten (10) minute break in the morning and one (1) in the afternoon. Time for the breaks shall be mutually agreed upon with the building administrator. Supervision of students within the class shall be provided during such breaks as arranged by the building administrator with the teacher.
3. The District shall strive to provide suitable kindergarten classrooms appropriately equipped for effective learning. Building principals/program managers and employees will discuss room assignments in the light of available facilities in the building as indicated in Section VI-C of this Contract.
4. Kindergarten teachers who are assigned to two (2) buildings shall be scheduled in such a manner as to provide a thirty (30) minute duty-free lunch period plus necessary travel time between buildings.
5. Kindergarten teachers assigned to two (2) buildings shall be provided one (1) full day of released time each month. The released time will provide the teacher an opportunity to remain a full day in one (1) of the buildings for the purpose of preparing instructional materials and for conferring with staff and parents.
6. The contract year for one-half (.5) day kindergarten teachers shall include one (1) teacher duty day without students present at the beginning and ending of the academic year.
7. A teacher assigned to a split kindergarten/first grade class shall have only one (1) session of kindergarten in addition to the first grade children.
8. The total number of minutes of instructional time shall be consistent throughout the District for kindergarten teachers.

SECTION K: Affirmative Action

1. The Seattle School Board selects employees as needed on the basis of merit, training and experience so that there shall be no discrimination against any employee or applicant because of race, creed, religion, color, national origin, sex, age, marital status or handicap except as may be permitted to meet a bonafide occupational qualification and the District shall comply with state or national laws as may pertain thereto.
2. The District has as its goal an affirmative action program of recruiting, hiring, retaining and assigning staffs in every department, every school and at every level of operation with proportions of racial minority to total employees corresponding to the City of Seattle laborforce standard published by the City of Seattle Department of Human Rights (adjusted to include the "discouraged worker" factor released by the U.S. Bureau of Labor Statistics). Priority will be given to the recruitment, hiring, retaining and assigning of minority personnel who have the appropriate qualifications. Layoffs will be conducted consistent with the provisions of IX-B-2.

ARTICLE VI: Assignment and Scheduling of Employees

3. In implementing the Affirmative Action Program, the District shall recruit, employ, retain and assign personnel in conformity with state and federal laws, rules, regulations, and directives.
4. The District's Affirmative Action Goals shall not serve as ceilings or quotas for representation of racial groups among District employees. Once such goals are reached, recruitment, hiring, retention and assignment shall be on a race neutral basis.
5. The District's Affirmative Action Program shall be consistent with the provisions of item 2, above. In implementing the Affirmative Action Program, the District shall take into consideration the findings and recommendations of the committee established in the Memorandum of Understanding Concerning Affirmative Action, between the parties, signed 10/05/83.
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 building principal/program manager or his/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 L: Bilingual Education

1. Bilingual Education programs shall have clearly defined goals, objectives, and measurable achievements for the level of instruction.
2. Bilingual teachers shall cooperatively plan and hold appropriate meetings with District administrators regarding their programs.

SECTION M: School Counselors

1. Pursuant to rules established by the State Board of Education, all school counselors employed by the Seattle Public Schools shall hold a valid 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/program manager of the building to which he/she is assigned.
3. Each secondary school shall be allotted five (5) days for each full time equivalent counselor at per diem pay. These days shall be assigned to the building counselors by the building principal/program manager after discussion with the Counseling staff.
4. Except in unusual circumstances there shall be no more than one (1) part-time counselor in any one (1) secondary building. Part-time secondary counselors shall retain their preparation periods.
5. Secondary counselors are assigned on a ratio of approximately 400:1.
6. Elementary counselors shall be assigned to one (1) building whenever feasible.
7. Counselors may attend professional meetings and conferences during school hours as recommended by and approved by the appropriate building principal/program manager.

SECTION N: Student Services

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

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 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. Librarian 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 A, item 8 of this Contract.
5. The Library Catalog Unit shall be staffed and equipped so that library materials received by the District can be delivered to the buildings promptly. Unreasonable delays shall be a subject for discussion by librarians with the Library Supervisor and the Assistant Superintendent for 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 are directly responsible to the Head Librarian.

ARTICLE VI: Assignment and Scheduling of Employees

9. Additional days, as indicated in a and b below, shall be made available for the academic year at per diem rate to be used in the opening and closing of the facilities. One (1) or two (2) of the available days may be utilized during winter or spring vacation to complete tasks that cannot be carried out during the school year:
 - a. Five (5) days shall be made available for each full time equivalent (FTE) librarian assigned to one building.
 - b. Eight (8) days shall be made available for each librarian assigned to two (2) buildings; four (4) days per building. Exceptions to the four (4) days per building rule may occur by mutual agreement among the employee and the building principals/program managers.
10. All vacant library positions shall be advertised in the *GUIDE* or appropriate personnel bulletin.
 - a. The building principal/program manager shall respond in writing to all written recommendations of the faculty representative organization in meetings with that organization.
 - b. The faculty representative organization shall use established administrative channels of the building when recommending changes in existing rules, regulations, and procedures.
4. Membership in the faculty representative organization shall be determined at the building level through consultation between the faculty and building administration. Membership in the faculty representative organization at the secondary levels shall include as a minimum the following: curricular department heads or team leaders, head counselor, head librarian, at least one (1) representative of Special Programs and/or Special Education at the building level, and the building principal/program manager or his/her designee. At least one (1) member of the faculty representative organization shall be an ethnic minority person.

SECTION P: Foreign Language

1. Foreign languages in the Seattle Public Schools shall be taught by teachers adequately prepared in the language offered. For purposes of this section, adequate preparation shall mean college course work in the teaching of language or an equivalent thereof from experience gained or classes attended.
2. Foreign Language programs shall have clearly defined goals, objectives, and measurable achievements for the level of instruction.
3. Foreign language teachers shall cooperatively plan and hold appropriate meetings with District administrators regarding their programs.
5. In providing orderly procedures for the introduction and evaluation of building level experimental and innovative programs in instructional settings, the faculty representative organization shall be utilized and shall prepare recommendations for implementation and evaluation. In making such recommendations, the faculty representative organization shall ensure that the building staff has participated during the planning and development of this program. The evaluation of such a program shall determine the effectiveness of the program.
6. Officers of the faculty representative organization shall be selected by members of the organization.
7. The faculty representative organization shall meet during the employee work day.
8. 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. The members of the advisory committee may place items on the agenda. The STA Special Education Committee may appoint a representative to serve as a member of the Committee.

SECTION Q: Instructional Councils, Cabinets, or Faculty Representatives

1. Instructional Councils, Cabinets, or other faculty representative organizations in instructional settings are considered an appropriate means to encourage staff involvement in providing leadership in the development, implementation, and evaluation of instructional strategies. In non-instructional settings where staff meetings are held, support personnel may place appropriate items on the agenda of their staff meetings.
2. The faculty representative organizations shall make recommendations to the building principals/program managers in the following areas:
 - a. Goals, objectives, and standards in instruction and conduct.
 - b. Program development, implementation, and program evaluation.
 - c. Scheduling and allocation of personnel.
 - d. Budget allocations.
 - e. An instructional program that is based upon input from local citizen groups, academic sources, District philosophy, and consistent with District goals.
3. The recommendations of the faculty representative organization within an instructional setting shall become the accepted rules, regulations, and procedures for that building upon approval of the building principal/program manager.

SECTION R: Pupil-Teacher Ratio

1. The District recognizes that a reasonable District school pupil-teacher ratio is desirable. However, any application of a rigid numerical limitation on class size within schools restricts the staff and the building principal/program manager in their flexibility in seeking an ideal learning environment. The District maintains that class size and/or pupil-teacher ratio must reflect individual school needs and unique problems.
2. In implementing the objectives of quality instruction and in order to properly deal with the 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

ARTICLE VI: Assignment and Scheduling of Employees

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 12/01 of the same school year, provided such assistance shall be through allocation of staff.
- c. Maintain a staffing guideline of 150 students per teacher per day, with the exception of special classes and programs where the individual class size has been exceeded in grades 7-12. The appropriate Executive level administrator will be notified by the building principal/program manager of assignments which exceed the guidelines, and they will explore possible adjustments with teachers and appropriate faculty representatives.
- d. Take actions to limit regular academic class size for grades 4-6 to twenty-eight (28) and for grades K-3 to twenty-six (26). This would not necessarily hold for classes where teaching staff and administrators have developed and arranged special variations in curriculum, instructional methods, and staff organization. In situations in which such a limit is exceeded in a regular class in grades K-3 by two (2) students or in grades 4-6 by four (4) students, following the October enrollment count the District will provide additional assistance as identified in consultation between the appropriate Executive 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 the students' educational needs, state standards, and state funding.

SECTION S: School Nurses

1. All school nurses within the Seattle Public Schools shall hold valid Educational Staff Associate (ESA) Certificates issued by the State Superintendent of Public Instruction and a Washington Nurses License.
2. One-half (.5) day released time shall be provided monthly for all school nurses to meet under the direction of the Personnel Department and Supervisor of Health Services for the purpose of planning, consulting, and discussing professional matters that will assist in meeting the needs of the students within the District.
3. The District Health Services Supervisor and the school nursing staff will continue to examine the *School Health Services Regulations and Procedures* handbook.
4. Nurses shall be provided with a duty-free lunch period of thirty (30) minutes. The school nurse may, at his/her own option, choose to schedule his/her lunch break in such a manner that health care is provided during the students' lunch period.
5. When substitute nurses are employed, they shall be paid at the same rate as the substitute teacher.
6. School nurses shall be evaluated by building administrators utilizing the evaluation form entitled "Evaluation of Nurses by School Administrators". The administrator's form shall be forwarded to the Health Services Supervisor who shall complete the school nurses final checklist on the form entitled "School Nurse Evaluation Form". All school nurse evaluations shall be in accord with Article VIII of this Contract.

SECTION T: Occupational and Physical Therapists

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 (2) 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.
 - a. To expedite resolution, the grievance shall be initiated within sixty (60) days following the events or occurrences upon which it is based, except that grievances related to salary may be filed at any time the situation is discovered.
 - b. The number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process.
 - c. At Formal Steps 1, 2, and 3, failure of the appropriate District administrator to hold the grievance conference within the prescribed time limits shall be cause for the grievant to proceed to the next step by submitting a Grievance Review Request.
 - 1) If, after a hearing, further investigation and data are required before an administrator can respond in writing, the administrator shall contact the grievant, inform the grievant of the need for additional time to respond, and request agreement for a time extension.
 - 2) The time limits prescribed in these provisions may be extended by a written mutual agreement between the grievant and person or persons by whom the grievance is being considered.
 - d. Failure of the grievant to submit timely a Grievance Review Request for the next step or to submit timely a demand for arbitration within the time limits shall result in the grievance being dropped unless the time limits have been extended by mutual agreement as provided above.
2. Grievances which have been submitted and processed and which have resulted in the grievance being adjusted satisfactorily, dropped, or withdrawn by the employee in writing shall be deemed closed. Grievances which are identified by mutual agreement of the grievant and the appropriate District administrator to have been changed at Steps 2 or 3 shall be deemed withdrawn and resubmitted at Step 1.

SECTION D: Grievance Procedure

1. Required Informal Discussion: An employee shall first take up a complaint or problem with his/her immediate administrative superior in private informal discussion(s) and every effort shall be made to adjust the complaint or deal with the problem in an informal manner. The informal conference shall occur within ten (10) working days of the employee's request for such conference.
2. Formal Step 1: If the employee is dissatisfied with the outcome of the informal private discussion(s), he/she may, within ten (10) working days after the informal conference, initiate the formal grievance procedure at Step 1 by presenting a Grievance Review Request form to his/her immediate administrative superior with a copy to the Staff Relations & Compensation Department.
 - a. Every effort should be made in the formal Step 1 conference to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution.
 - b. The formal conference shall occur within ten (10) working days of the receipt of the written request by the immediate administrative superior.
 - c. A written response shall be given or addressed and mailed to the grievant, by the immediate administrative superior within ten (10) working days after the formal conference, and copies shall be filed with the Staff Relations & Compensation Department and the Association.
3. Formal Step 2: If the grievance is not adjusted to the satisfaction of the grievant under Step 1 within ten (10) working days after receipt of the copy of the Step 1 response by the Association, the grievant may, within that time constraint, request review, conference and action at Step 2 by submitting a completed Grievance Review Request form to the Staff Relations & Compensation Department.
 - a. The Staff Relations & Compensation Department will assign the grievance to an appropriate Central Administrator for review and formal conference at Step 2.
 - b. The formal conference at Step 2 shall occur within ten (10) working days of the receipt of the Grievance Review Request by the Staff Relations & Compensation Department.
 - c. A written response shall be mailed/given to the grievant by the designated Central Administrator within ten (10) working days after the formal conference, and copies shall be filed with the Staff Relations & Compensation Department and the Association.

ARTICLE VII: Grievance Provisions

4. Formal Step 3: If the grievance has not been adjusted to the satisfaction of the grievant under Step 2 within ten (10) working days after receipt of the copy of the Step 2 response by the Association, the grievant may, within that time constraint, request review, conference and action at Step 3 by submitting a completed Grievance Review Request form to the Staff Relations & Compensation Department.
 - a. The Staff Relations & Compensation Department will assign the grievance to the Superintendent/designee for review and formal conference at Step 3.
 - b. The formal conference at Step 3 shall occur within ten (10) working days after receipt of the Grievance Review Request by the Staff Relations & Compensation Department.
 - c. A written response shall be mailed/given to the grievant by the Superintendent/designee within ten (10) working days after the formal conference, and copies shall be filed with the Staff Relations & Compensation Department and the Association.
5. Formal Step 4: If the grievance has not been adjusted to the satisfaction of the grievant at Step 3 within sixty (60) days after receipt of the copy of the Step 3 response by the Association, the Association may, within that time constraint, submit the grievance to final and binding arbitration by filing a written notice of intention to arbitrate (demand) with a copy to the Staff Relations & Compensation Department. Such arbitration shall be conducted by an arbitrator under the rules and 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 receipt of the copy of the Step 3 response by the Association, the grievance shall be deemed withdrawn. During arbitration under this step neither the District nor the grievant will be permitted to assert any grounds not previously disclosed to the other party.

SECTION E: Powers of the Arbitrator

It shall be the function of the arbitrator, after due investigation and hearing, to make a written decision subject to the following limitations:

1. The arbitrator shall have no power to alter, add to, subtract from, or modify the terms of this Contract between the District and the Association or the rules, regulations, policies or resolutions of the District.
2. The arbitrator is empowered to include in his/her award such financial reimbursement as the arbitrator judges to be proper.

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

3. The decision or award of the arbitrator shall be final and binding on the employee involved and the District.

SECTION F: Expenses of Arbitration

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

SECTION G: Supplemental Conditions

1. All individuals who might possibly contribute to the acceptable adjustment of a grievance are urged to provide any relevant information they may have to the grievant and/or District administration, with full assurance that no reprisal will follow by reason of their involvement in the grievance.
2. All documents/communications/records dealing with the processing of grievances shall be filed separately from the grievant's personnel file. Upon the adjustment of the grievance, such documents/communications/records shall be destroyed; provided that a summary of the grievance, which will include the final adjustment thereof, will be prepared by the Staff Relations & Compensation Department and shall be retained as a matter of record in the grievant's District personnel file. The grievant may review this summary and place a written response to it in the District personnel file.
3. At each step of the procedure for adjusting grievances after the initial private conference(s) with his/her immediate administrative superior, the grievant may request to be accompanied by a representative of the Association, provided that any employee at any time may present his/her grievance to the appropriate District administrator and have such grievance adjusted without the intervention of the Association, as long as the Association has been given a reasonable opportunity to be present at any grievance adjustment hearing and to make its views known, and as long as that adjustment is not inconsistent with the terms of this Contract, pursuant to RCW 41.59.090.
4. No known agent of an organization in competition with the Association shall be allowed to process or monitor grievances unless such agent is the grievant or possesses relevant information which may contribute to adjustment of the grievance.
5. Excluded from the grievance procedure shall be matters for which law mandates another method of review.

educational employees:

- a. The building principal/program manager shall be responsible for completing the annual performance evaluation form (Appendix G) of every employee

ARTICLE VIII: Evaluation

whose major portion of assignment is in his/her building.

- b. An employee who does not spend a major portion of his/her time in one (1) building shall be evaluated by the administrative director or supervisor for his/her particular service.
- c. An employee who serves equal time in two (2) buildings will be evaluated by each building principal/program manager.
- d. The instructions to evaluators shall indicate that a transfer to a different building is a factor outside the individual's control and shall be considered and noted as appropriate in the evaluation as a factor which influences the employee's performance.
- e. The building principal/program manager or supervisor shall:
 - 1) Observe all continuing employees on at least two (2) separate occasions for a total period of not less than sixty (60) minutes per year.
 - 2) Utilize the observation criteria checklist for certificated classroom teachers or the appropriate observation criteria checklist for certificated support personnel as determined by titles shown in Appendix F.
 - 3) Complete two (2) copies of the appropriate observation criteria checklist (Appendix F) within three (3) working days after the observation referenced in item (2) above.
 - a) One (1) copy shall be retained by the building principal/program manager or supervisor to be used to complete the annual performance evaluation form. (Appendix G.)
 - b) One (1) copy shall be given to the employee within three (3) days following the observation. Either the observer, the classroom teacher or the certificated support person may request a conference regarding the observation criteria checklist.
 - c) The teacher or the certificated support person may respond to the observer regarding the observation criteria checklist (Appendix F) in writing within three (3) days of its receipt.
 - 4) Non-supervisory certificated employees covered by this Contract, Section I-A, shall not:
 - a) Conduct either of the two (2) formal observations as referred to in item VIII-A-1-e-(1) of this Contract.
 - b) Conduct the observations of newly hired employees as referred to in item VIII-A-1-(5) of this Contract.
 - c) Complete the annual performance evaluation form for all employees as referred to in item VIII-A-1-e-(6) of this Contract.
Such employees may, however, be involved in further or additional observations for the improvement of instruction.
 - 5) Observe all newly hired (i.e., provisional) employees at least once for a total observation

time of thirty (30) minutes during the first ninety (90) calendar days of employment.

- 6) Complete by 01/15 an annual performance evaluation form (Appendix G) for all employees for whom the probation provisions of RCW 28A.67.065 apply if the performance of any such employee is judged to be unsatisfactory based on one or more of the observations conducted utilizing the observation criteria checklist shown in Appendix F.
 - a) Such employee shall be notified in writing by the Superintendent of stated areas of deficiencies along with recommendations for improvement by 02/01.
 - b) Such employee may be placed on probation by the Superintendent on or before 02/01 and ending no later than 05/01.
 - c) The building principal/program manager or supervisor shall meet with such employee at least twice per month to supervise and make written evaluation reports of progress of the employee.
 - d) The building principal/program manager or supervisor may lift the probationary status at any time between 02/01 and 05/01 if satisfactory improvement of stated deficiencies has been documented.
 - 7) Finalize annual evaluation of all satisfactory new and continuing employees by completing the annual performance evaluation form (Appendix G) no later than 05/01.
 - a) One (1) copy of the form shall be given to the employee, one (1) copy shall be retained in the employee's work site personnel file, and one (1) copy shall be sent through the appropriate Executive level administrator to the employee's personnel file.
 - b) The observation criteria checklists (Appendix F) used to determine satisfactory performance shall be destroyed at the end of the school year, except that the observation criteria checklists for those employees whose performance has been determined to be unsatisfactory and/or in need of improvement may be retained in the building until such time as his/her performance has improved as set forth in the observation criteria checklists. However, observation criteria checklists for those employees determined to be in need of improvement may not be retained beyond twelve (12) months following completion of the next school year's performance evaluation.
 - 8) Shall provide all employees with the opportunity for no less than two (2) confidential conferences with his/her immediate supervisor for the purpose of aiding the employee in his/her professional performance.
2. Disputes concerning exclusively a departure by the District from the procedural requirements of this Article VIII shall be subject to the Grievance Provisions of Ar-

ARTICLE VIII: Evaluation

ticle VII. All other disputes, including findings made and conclusions reached by the building principal/program manager or supervisor shall not be subject to Article VII, except that employees whose performance is judged to be satisfactory on the annual performance evaluation form (Appendix G) may use the Grievance Provisions of Article VII through Step 3 for the purpose of obtaining a review of the findings made and conclusions reached. Any employee who remains dissatisfied with the results of this review shall have the right to remove the annual performance evaluation

form (Appendix G) from his/her personnel file after a period of four (4) years from the date of the Step 3 grievance response. In cases of notice of probable cause for discharge, adverse change in contract status, or nonrenewal of contract, any grievance then pending shall be subject to no further processing under Article VII and the grievant may pursue the statutory review procedures. An arbitrator shall have the authority to direct appropriate remedies in cases properly subject to arbitration.

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 04/15 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.
5. Vacancies created by retirement, resignations, leaves, and discharges will be taken into consideration in determining the number of available certificated positions prior to the following school year.

SECTION B: Seniority

1. Seniority is the length of regular contract service an employee has with the Seattle School District and includes length of service transferred from other Washington public school districts.
 - a. Service from another Washington public school district will be calculated on the same basis that is used to calculate service for those who have served in Seattle only.
 - b. A year of service is earned by fulfilling the number of days specified in the Contract.
 - c. Seniority for any employees who are contracted following the beginning of the school year will be computed by dividing the number of days worked by the number of days specified in the contract. For purposes of computing seniority, a day consists of working one-half (.5) day or more. For employees working less than one-half (.5) day, seniority will be computed on the basis of full-time equivalency.
 - d. A day of seniority is based upon a day for which pay is received. Therefore, the following are excluded:
 - 1) Absences for other causes; and
 - 2) All unpaid leaves except Military Leave which interrupts an employee's service.
 - e. Seniority includes Washington district service prior to resignation or leave and excludes substitute service.
2. Seniority lists will be established for minorities and for non-minority employees. Proportionate reductions and recall will be made from each list. In determining the assignment of employees remaining after a layoff, an ethnic balance of employees will be maintained. It is the intention of the parties that this Article be consistent with the District affirmative action efforts in hiring.
3. Employment categories: The following employment categories are established to ensure the qualifications of employees assigned to retained positions:
 - a. Elementary teachers (Grades K-3)
 - b. Elementary teachers (Grades 4-6)
 - c. Middle School, Junior High School and High School by subject matter area or department. A

Article IX: Staff Adjustments

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

- d. Support service certificated specialists, such as one (1) or more of the following: counselors, librarians, physical education specialists, psychologists, social workers, traffic education, work experience, speech and hearing therapists, music specialists, reading specialists, nurses.
- e. Special categories: A category specifically identified by the District which is unique or essential to maintaining at least a minimum school or function. Examples of programs under this category are Bilingual Education, Special Education, occupational therapists, physical therapists.
- f. Each employee shall select categories for which he/she is qualified, in preference order. Categories granted prior to 09/01/82 shall continue so long as the qualifying criteria in existence prior to that date are met. Any new categories or changes in categories subsequent to 09/01/82 must meet the following criteria:
 - 1) A major in that category; or,
 - 2) A minor in that category within the last six (6) years; or,
 - 3) One (1) year of experience (minimum .8 FTE) in the chosen category within the last six (6) years or two (2) or more years experience (minimum .4 FTE) within the last six years to accumulate to a minimum of .8 FTE.
 - 4) Any category lost because of the expiration of the six (6) year time limit may be updated and regained for an additional six (6) years by completion of three (3) college credit hours or equivalent District-approved in-service.

SECTION C: Staff Adjustment Guidelines

Guidelines for staff adjustment shall be as follows:

1. Layoff and recall shall be by seniority within grades, subject matter areas or department.
2. In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the 1972 amendments, Section 504 of the Rehabilitation Act of 1973, and the Affirmative Action goals of the District, layoff and recall of minority employees will be accomplished at the same percentage rate as is required by the budget cut for all other employees.

SECTION D: Certificated Employee Staff Reduction

1. Retentions and layoffs shall be determined as follows:
 - a. Certification: Possession of any valid Washington State certification which may be required for the

position(s) under consideration shall be a requisite for retention.

- b. Selection Within Employment Categories: Certificated employees shall be considered for retention in available positions within the categories or specialties which they have designated as preferences in accordance with item IX-B-3 of this Contract.
- c. Length of service of certificated employees shall be the basis for retention within the employment categories.
- d. Employees who do not meet the seniority requirements for the first preference listed will be considered, on a seniority basis, for their other listed preferences.

SECTION E: Provisions for Reemployment of Laid Off Employees

1. All employees laid off as a result of program or staff adjustments will be placed in an employment pool from which they will have priority for reemployment.
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 06/01 and 06/30 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

Article IX: Staff Adjustments

renew annually their position within the substitute teacher roster.

5. It is recognized that certificated employees of the District holding administrative or supervisory positions and not included in the bargaining unit covered by this Contract may be eligible, under applicable Board policy and administrative procedures, for retention in one or more of the employment categories.
6. Any laid off individual shall upon reemployment retain full seniority rights and all other rights as though his/her employment relationship with the District had not been broken.

SECTION F: Employment Notification

1. All laid-off employees shall be responsible for notify-

ing the Personnel Office of a telephone number through which they can be reached.

2. Any laid-off employee may assign his/her power of attorney to the Association who will thereby be authorized to accept or reject an assignment on the employee's behalf.
3. Laid-off employees will be contacted by telephone to be offered reemployment and shall respond within twenty-four (24) hours following receipt of the offer.
4. Employees may notify the Personnel Department 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 at any location unless there is a

mutual agreement between the District and the Association that there is danger to the safety and well-being of the employees. A written agreement shall be reached between the Association and the District regarding such a situation.

SEATTLE PUBLIC SCHOOLS
 Administrative and Service Center
 815 Fourth Avenue North
 Seattle, Washington 98109

**Certificated Non-Supervisory Employees Salary Schedule
 1983-84**

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.

Step	(344)	(458)	(691)	(889)	(972)
	BA	BA + 22½*	BA + 45*	BA + 90*	BA + 135*
0	\$14,951	\$15,162	\$15,523	\$15,842	\$15,907
1	15,295	15,620	16,214	16,731	16,879
2	15,639	16,078	16,905	17,620	17,851
3	15,983	16,536	17,596	18,509	18,823
4	16,327	16,994	18,287	19,398	19,795
5	16,671	17,452	18,978	20,287	20,767
6			19,669	21,176	21,739
7			20,360	22,065	22,711
8			21,051	22,954	23,683
9			21,742	23,843	24,655
10			22,433	24,732	25,627
11			23,124	25,621	26,599
12				26,510	27,571
13				27,399	28,543

\$859 will be added for Master's Degree.

An additional \$1,718 will be added for a Doctorate for a total of \$2,577.

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

Contract Changes: The deadline for filing credits in the 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
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Seattle, Washington 98109

SALARY SCHEDULE FOR SUBSTITUTE TEACHERS
1983-84

Casual Substitutes	\$63.00
After the 5th day in a continuous assignment	\$72.00

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

SEATTLE PUBLIC SCHOOLS
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 Seattle, Washington 98109

**COMPENSATION SCHEDULE FOR SPECIAL AND
 SUPPLEMENTAL ASSIGNMENTS 1983-84**

When an activity or program is not offered due to insufficient participation, reorganization, or financial reasons, the stipend will not be provided.

ALL POSITIONS ARE OPEN TO BOTH MEN AND WOMEN

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

Sport	Team	Stipend
Football	M	\$2,900
Basketball	M	2,900
Basketball	F	2,900
Baseball	M	2,038
Cross Country	Co-ed	2,038
Gymnastics	F	2,038
Soccer	M	2,038
Soccer	F	2,038
Softball	F	2,038
Track	M	2,038
Track	F	2,038
Volleyball	F	2,038
Wrestling	M	2,038
Golf	Co-ed	1,343
Swimming	Co-ed	1,343
Tennis	Co-ed	1,343

Assistant Coaches - 60% of Head Coaches

Football (3 Assistants)	M	1,739
Basketball	M	1,739
Basketball	F	1,739
Assistant Coach*	F	1,223
Gymnastics (If squad over 25)	F	1,223
Swimming (If squad over 30)	Co-ed	805

CLASSIFICATION II: Activities and Additional Curriculum Assignments

Department Heads and Team Leaders

Group I Department Heads (30 or more classes or 7 or more FTE's)	1,923
Group II Department Heads (16-29 classes or 4-6 FTE's)	1,606
Group III Department Heads (6-15 classes or 2-3 FTE's)	1,380
Group IV Department Heads (1-5 classes or .2-1 FTE's)	896

Each Senior High School has three(3) periods of released time.

(Item III-B-5-k)

APPENDIX C (Cont.)

CLASSIFICATION II: Activities and Additional Curriculum Assignments: (continued)

Department Heads and Team Leaders	Stipend
Team Leaders (7 or more FTE's)	1,923
Team Leaders (3-6 FTE's)	1,606
Intramural Instructors, Senior High FTE**	1,460
Intramural Instructors, Junior High/Middle School FTE**	1,460
Intramural Instructors, Elementary FTE**	1,388
Junior High/Middle School Instructional Materials	1,288
Newspaper Advisor	1,343
Annual Advisor	1,343
Debate Coach	748
Senior Class Advisor	804
Drama and Music (Sr. High w/over 1500 students, Item III-B-5-a)	4,356
Drama and Music (Sr. High w/less than 1500 students, Item III-B-5-a)	3,833
Safety Patrol, Elementary	738
Choral Music, Elementary	591
Ticket Managers***	
Athletic Supervision***	

CLASSIFICATION III: Program Support Assignments

Activity Coordinator	2,129
Head Counselor	1,710
Dean	1,343
Special Education Consultants	1,606
Head Teachers	Department Head Range
Placement Coordinators	1,710
Special Program Consultants	Department Head Range
Student Service Coordinator	Department Head Range
Subject Matter Specialists	605

CLASSIFICATION IV: Hourly Compensation

Traffic Education

Compensation for Certificated Non-Supervisory Staff:

Beginning Instructors	10.26 p/h
1 year of approved experience	11.30 p/h
2 years of approved experience	12.34 p/h
3 years of approved experience	13.40 p/h
4 years of approved experience	14.44 p/h

Staff Development Specialist Instructors**** 18.39 p/h

SUMMARY OF ADDITIONAL DAYS ASSIGNMENTS AND SUBSTITUTE DAYS:

Some special assignments involve additional days beyond contracted service. Such days are compensated at the daily per diem rate of contract salary for additional days served. (Item III-B-5.)

Twenty-five (25) days for each Middle and Secondary School. (Item III-B-5-1.)

SUMMARY OF ADDITIONAL DAYS ASSIGNMENTS AND SUBSTITUTE DAYS: (continued)

Five (5) days for each Secondary School for each FTE Counselor. (Item VI-M-3.)

Each FTE Librarian shall be provided with five (5) days. When one (1) FTE Librarian is assigned to two (2) buildings, a total of eight (8) days shall be provided. (Item VI-O-9.)

Data Processing Days: (180 day pool for use by Middle and Secondary Schools.)

Substitute Days: One (1) day for each three (3) non-supervisory certificated employees in each secondary school. (Item III-B-5-n.)

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

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

***The Athletic Office shall employ on a per-event basis and pay at an hourly rate for athletic supervision and ticket managers for 1983-84, from Athletic Department funds. The rate paid shall be the hourly rate paid to athletic supervision and the ticket managers for 1982-83.

****Guest instructors, when certificated non-supervisory members of the bargaining unit, will be paid per hour, provided the instructor shall receive one-half (.5) the hourly fee when a guest instructor is teaching.

1983-84 Work Year Calendar

School Month	Mon	Tue	Wed	Thu	Fri	Days Taught
July						
					1	
	4#	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	
August						
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
	29	30	31			
September						
1st				1	2	
	5#	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	18
October						
2nd	3	4	5	6	7	
	10	11	12	13	14	
	17	18	19	20	21	
	24	25	26	27	28	
	31					21
November						
3rd		1	2	3	4	
	7	8	9	10	11#	
	14	15	16	17	18	
	21	22	23	24#	25#	
	28	29	30			19
December						
4th				1	2	
	5	6	7	8	9	
	12	13	14	15	16	
	19*	20*	21*	22*	23*	
	26#	27*	28*	29*	30*	12

School Month	Mon	Tue	Wed	Thu	Fri	Days Taught
January						
5th	2#	3	4	5	6	
	9	10	11	12	13	
	16#	17	18	19	20	
	23	24	25	26	27	
	30	31				19
February						
6th			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20#	21	22	23	24	
	27	28	29			20
March						
7st				1	2	
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	22
April						
8th	2*	3*	4*	5*	6*	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30					16
May						
9th		1	2	3	4	
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28#	29	30	31		22
June						
10th					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22+	
	25++	26	27	28	29	11

First Semester Begins: September 7, 1983
First Semester Ends: January 27, 1984

Second Semester Begins: January 31, 1984
Second Semester Ends: June 15, 1984
 June 22, 1984 +

Total Student Days, First Semester: 88

Total Student Days, Second Semester: 92

School Year Begins: September 7, 1983

School Year Ends: June 15, 1984
 June 22, 1984 +

- # Holidays: 07/04/83 - Independence Day
 09/05/83 - Labor Day
 11/11/83 - Veterans' Day
 11/24/83 - Thanksgiving Day
 11/25/83 - Thanksgiving
 12/26/83 - Christmas
 01/02/84 - New Years
 01/16/84 - Martin Luther King Jr.
 02/20/84 - Presidents' Day
 05/28/84 - Memorial Day

- * Vacations: Winter - 12/19/83 - 01/02/84
 Spring - 04/02/84 - 04/06/84

- Teachers on Duty - No Classes
- First Student Day
- Quarter Ends
- Last Student Day
- + Last Student Day - Inclement Weather
- ++ Last Teacher Day - Inclement Weather

1984-85 Work Year Calendar

APPENDIX D

School Month	Mon	Tue	Wed	Thu	Fri	Days Taught
July						
	2	3	4#	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30	31				
August						
			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30	31	
September						
1st	3#	4	5	6	7	
	10	11	12	13	14	
	17	18	19	20	21	
	24	25	26	27	28	18
October						
2nd	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
	29	30	31			23
November						
3rd				1	2	
	5	6	7	8	9	
	12#	13	14	15	16	
	19	20	21	22#	23#	
	26	27	28	29	30	19
December						
4th	3	4	5	6	7	
	10	11	12	13	14	
	17	18	19	20	21	
	24*	25#	26*	27*	28*	
	31*					15

School Month	Mon	Tue	Wed	Thu	Fri	Days Taught
January						
5th		1#	2*	3*	4*	
	7	8	9	10	11	
	14	15#	16	17	18	
	21	22	23	24	25	
	28	29	30	31		18
February						
6th					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18#	19	20	21	22	
	25	26	27	28		19
March						
7th					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	21
April						
8th	1*	2*	3*	4*	5*	
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
	29	30				17
May						
9th			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27#	28	29	30	31	22
June						
10th	3	4	5	6	7	
	10	11	12	13	14	
	17	18	19+	20++	21	
	24	25	26	27	28	8

First Semester Begins: September 5, 1984
First Semester Ends: January 25, 1985

Second Semester Begins: January 28, 1985
Second Semester Ends: June 12, 1985
 June 19, 1985 +

Total Student Days, First Semester: 89

Total Student Days, Second Semester: 91

School Year Begins: September 5, 1984

School Year Ends: June 12, 1985
 June 19, 1985 +

- # Holidays: 07/04/84 - Independence Day
 09/03/84 - Labor Day
 11/12/84 - Veterans' Day
 11/22/84 - Thanksgiving Day
 11/23/84 - Thanksgiving
 12/25/84 - Christmas
 01/01/85 - New Years
 01/15/85 - Martin Luther King Jr.
 02/18/85 - Presidents' Day
 05/27/85 - Memorial Day

- * Vacations: Winter - 12/24/84 - 01/04/85
 Spring - 04/01/85 - 04/05/85

- Teachers on Duty - No Classes
- First Student Day
- Quarter Ends
- Last Student Day
- + Last Student Day - Inclement Weather
- + + Last Teacher Day - Inclement Weather

SEATTLE PUBLIC SCHOOLS
 Administrative and Service Center
 815 Fourth Avenue North
 Seattle, Washington 98109

TEACHERS' RESPONSIBILITIES

Chapter 180-44 WAC

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

Pursuant to authority vested in the State Board of Education under provision of RCW 28.04.120(7) and RCW 28.58.100(2) (RCW 28A.04.120(6) and 28A.58.101) to prescribe rules and regulations for the government of the common schools, pupils and teachers, the State Board of Education hereby adopts rules and regulations provided in WAC 180-44-007 through 180-44-060 relating to teachers. (Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-1.)

WAC 180-44-007 Application.

The rules and regulations provided for in WAC 180-44-101 through 180-44-060 shall be applicable to all teachers and other certificated personnel of grades kindergarten through twelve of the common schools. (Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-2.)

WAC 180-44-010 Responsibilities Related to Instruction.

- (1) It shall be the responsibility of the teacher to follow the prescribed courses of study and to enforce the rules and regulations of the school district, the State Superintendent of Public Instruction, and the State Board of Education, maintaining and rendering the appropriate records and reports.
- (2) Teachers shall have the right, and it shall be their duty, to direct and control within reasonable limits the studies of their pupils, taking into due consideration individual differences among pupils, PROVIDED, That all pupils shall receive instruction in such prescribed courses of study as are required by law and regulations.
- (3) Teachers shall be responsible for the evaluation of each pupil's educational growth and development and for making periodic reports to parents or guardians and to the designated school administrator.
- (4) Teachers are required to make due preparation daily for their duties, preparation to include attendance at teachers' meetings and such other professional work contributing to efficient school service as may be required by the principal, Superintendent or Board of Directors. (Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-20.)

WAC 180-44-020 Responsibilities Related to Discipline, Corporal Punishment, Suspension or Expulsion of Pupils.

- (1) Teachers shall maintain good order and discipline in their classrooms at all times, and any neglect of this requirement shall constitute sufficient cause for dismissal. Corporal punishment of a moderate nature may be resorted to when necessary to the preservation of proper discipline; PROVIDED, That such punishment shall be administered only by a certificated person in the presence of and witnessed by another certificated person; PROVIDED FURTHER, That no cruel or unjust punishment either as set forth and defined in RCW 28.87.140 (RCW 28A.87.140) or otherwise shall be inflicted upon any pupil.
- (2) In case of misconduct or insubordination, when the teacher deems it necessary he may recommend to the principal a pupil's suspension or expulsion from school. When action to suspend or expel is taken, appropriate notice shall immediately be sent to the parents or guardian of the pupil. (Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-21.)

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

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

WAC 180-44-040 Classroom Physical Environment.

Every teacher shall give careful attention to the maintenance of a healthful atmosphere in the classroom, reporting to the principal or his designated representative any shortcomings in lighting, heating or ventilation. (Filed 3/29/65, eff. 4/29/65. Formerly SBE 44-4-22.)

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

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

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

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

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

- (1) In the event the discipline of a pupil is to include the denial of the right of school attendance from any single class or subject or any full schedule of classes or subjects for any portion of a day up to and not exceeding three days, a conference shall first be conducted with the pupil as follows:
 - (a) An oral or written notice of the charges shall be provided to the pupil.
 - (b) An oral or written explanation of the evidence in support of the charges shall be provided to the pupil.
 - (c) An oral or written explanation of the sanction which may be imposed shall be provided to the pupil.
 - (d) The pupil shall be provided the opportunity to present his or her explanation.
- (2) In the event such denial of the right of attendance is to exceed one day the parent(s) or guardian(s) of the pupil shall be notified of the reason for the pupil's suspension and the duration of the suspension orally or by letter deposited in the United States mail, as soon as reasonably possible.

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OBSERVATION CRITERIA CHECKLISTS

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

Certificated Classroom Teacher (78-79 Negotiations)

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

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ANNUAL PERFORMANCE EVALUATION

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

1. Name of Educator: _____
Last First Initial

2. Title: _____ 3. Place of Assignment: _____

4. Nature of Assignment: _____

5. Performance evaluation of Educator to this date (check appropriate box below):

5a SATISFACTORY (see instruction 5a)

5b UNSATISFACTORY (see instruction 5b)

6. Factors which influence the Educator's Performance:

a. Those outside the Educator's control: _____

b. Those within the Educator's control: _____

7. Sources of Information: _____

8. Comments by Educator (optional): _____

9. _____
Signature and title of person
preparing this report

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

11. Date of Conference: _____

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

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GUIDELINES FOR EVALUATION OF SUBSTITUTE TEACHERS

1. A substitute must be evaluated after five (5) consecutive days of service in the same assignment.
2. Substitutes may be evaluated after fewer than five (5) days of service if service was either "Satisfactory" or "Unsatisfactory".
3. Substitutes may be evaluated by the building principal/program manager or assigned administrator.
4. All comments and observations used in the evaluation will be documented and available for review by the substitute upon request. Any comments to be used in the evaluation shall be identified by source, event, and time.
5. A substitute receiving an unsatisfactory evaluation shall normally be notified by Personnel within five (5), but no more than ten (10), working days upon receipt of the evaluation, and shall have the right to respond in writing and require that such remarks be attached permanently to the unsatisfactory evaluation.
6. Ten (10) days after receipt of an unsatisfactory evaluation by the substitute, a conference shall be held between the building principal/program manager and the substitute teacher upon request of the substitute.
7. Any substitute who remains dissatisfied with results of the conference with a building principal/program manager about an unsatisfactory evaluation shall have the right to request removal of the unsatisfactory evaluation after a period of four (4) years from the date of the conference.
8. Upon completion of a substitute assignment of five (5) days or more, either the principal or the substitute may call for an appointment within five (5) working days for the purpose of reviewing his/her substitute evaluation.
9. A substitute may not be barred from a building unless the action is documented and included in the personnel file, and/or the substitute has received an unsatisfactory evaluation.

SEATTLE PUBLIC SCHOOLS

SUBSTITUTE TEACHER EVALUATION FORM

An evaluation on each substitute teacher in an assignment for five (5) or more days shall be sent by the principal/program manager to Certificated Personnel normally within five (5) working days, but no later than ten (10) working days, of the end of the assignment. If possible, a conference shall be held and a copy of the evaluation provided each substitute prior to completion of the assignment. Since many substitutes are interested in permanent positions, it is important to both the candidate and the District that the information be accurate and complete.

NAME OF SUBSTITUTE _____

SCHOOL _____ GRADE/SUBJECT _____ DATE(s) _____

SUBSTITUTE IS RATED: Satisfactory Unsatisfactory

In each of the categories below, all questions shall be answered yes or no except in cases where substitutes are not in classroom situations, then check N/A for not applicable, such as librarian.

	YES	NO	N/A
A. Conditions under which evaluation took place:			
1. Was assigned in his/her academic field	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Were lesson plans provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Was substitute folder provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Were materials, supplies, etc., provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Were school policies regarding student behavior posted or otherwise provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Was there direct classroom observation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Criteria for evaluation:			
1. Followed lesson plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Presented subject matter clearly and concisely	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Carried out School District policy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Improvised lessons in absence of formal lesson plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Gave clear instructions and checked for student understanding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Demonstrated ability to motivate students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Handled student discipline and attendance problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Left a written summary of lessons taught	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Adhered to starting and departure schedule of school day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Exercised discretion and appropriate use of language in working with students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Signature of Substitute
(if available)

Date

Signature/Title of Eval.

Date

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

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**STATEMENT OF INTENT REGARDING
DISTRICT GROUP INSURANCE CONTRIBUTION
FOR CERTIFICATED EMPLOYEES OF THE DISTRICT
1983-84 and 1984-85**

It is the intent of Seattle School District No. 1 as per agreement with the Seattle Teachers Association to provide the District's contribution to the Group Insurance Fund Pool for certificated employees of the District, as described in item V-A-1 of the 1983-85 Collective Bargaining Contract between the Seattle School District No. 1 and Seattle Teachers Association to the fullest extent allowed by the salary and benefit limitation laws. The District recognizes that the total amount contributed to the pool for any individual may not be fully utilized due to some employees selecting less coverage than would be paid by the District. Therefore, the District will identify any unutilized portion of the contributed amount for group insurance and distribute such amount, if any, to enrollees whose coverage exceeds the full share rate.

1. Beginning with the 10/01/83 warrants the full share rate shall be one hundred and fifty dollars (\$150.00).
2. Any unutilized portion of the Group Insurance Fund Pool for certificated employees of the District shall be computed by the District based on the 12/01/83 payroll, with adjustments made for projected changes in certificated employees' participation in group insurance programs.
3. Figures used by the District to compute the cost of projected premium increases and projected changes in employee participation in insurance programs shall be developed by the District in consultation with the Association, utilizing the same procedure used during the 1982-83 school year.
4. The unutilized amount so determined will be divided among individual enrollees whose participation in District insurance programs as of 12/01/83 exceeds the 1983-84 maximum average enrollee share on an equitable basis as determined by the District, after consultation with the Seattle Teachers Association, in accordance with paragraph 5, below. The resulting figure will be effective for the pay periods beginning 01/01/84 through 08/31/84, provided that in no case shall any individual receive more than the amount necessary to pay for District insurance programs selected by the individual. In the event the calculations as of 12/01/83, reflect overutilization of benefits vis-a-vis the legal limitations, benefits will be adjusted downward for the pay periods beginning 01/01/84 through 08/31/84. The post 12/01/83 benefit payment figure will not therefore be adjusted except as may be required for legal compliance purposes.
5. The maximum utilization of benefits by any employee shall be such that the average full-time equivalent utilization among basic and nonbasic education certificated staff of the District, respectively, and separately, does not exceed one hundred and fifty-nine dollars (\$159) or an amount certified for such purpose by the SPI, whichever is greater.
6. The total District contributions for each group of employees identified in paragraph 5, above, will not exceed the amount which can be provided for each under the limitations of State laws, appropriations acts and implementing regulations as they relate to employee benefits.
7. Beginning with the 10/01/84 warrants, the full share rate shall be one-hundred and fifty dollars (\$150.00). The procedures of items 2 through 6, above, shall then be implemented with respect to the 84-85 work year.

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