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**COLLECTIVE BARGAINING AGREEMENT**

**2006 - 2009**

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**SEATTLE PUBLIC SCHOOLS**

**and**

**PRINCIPALS' ASSOCIATION OF  
SEATTLE SCHOOLS**

**DELIVERING ON THE DREAM**

*Academic Achievement for Every Student in Every School*

**2006 – 2009  
COLLECTIVE BARGAINING AGREEMENT**

**between**

**SEATTLE PUBLIC SCHOOLS**

**and**

**PRINCIPALS' ASSOCIATION OF SEATTLE  
SCHOOLS**

**Published by  
Seattle Public Schools**

**PRINCIPALS' ASSOCIATION OF SCHOOLS**

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Ruth Medsker  
Pat Sander  
Linda Sebring  
Jane Westergaard-Nimocks

**PASS Negotiating Team**

Rich Mellish            Ruth Barton  
Bruce Bivins            Kathy Bledsoe  
Patricia Hunter        Jill Lewis  
Barbara Salo            Jeanne Smart  
Cathy Thomas

In witness thereof, the parties hereto have executed this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**PRINCIPALS' ASSOCIATION OF SEATTLE SCHOOLS**

**SEATTLE PUBLIC SCHOOLS**

\_\_\_\_\_  
Rich Mellish, President

\_\_\_\_\_  
Raj Manhas, Superintendent

\_\_\_\_\_  
Robert Graf, Chief Negotiator

\_\_\_\_\_  
Mark Green, Chief Operating Officer

\_\_\_\_\_  
Carla Santorno, Chief Academic Officer

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**PREAMBLE**

The primary purpose of the District and PASS is to support and promote the goals of the District to develop world class educational programs for children.

The attainment of these goals requires a commitment to educational programs conducted in the schools of the District and requires mutual cooperation and problem solving among building administrators, central office administrators and the School Board.

## PRINCIPLES OF THE RELATIONSHIP

This Agreement is founded on the belief that all people take pride in their work, want to be involved in decisions that affect them, and share in the success of their efforts.

We hereby commit to work together to establish a vibrant and successful learning community that actively involves students, staff and community. We will enjoy a relationship which promotes success for our students, our schools and our community by:

- Nurturing a culture of collaboration and professionalism;
- Creating an atmosphere of mutual trust, practicing shared accountability, respect and support;
- Providing a caring, safe learning and work environment that is clean, healthy, professional, non-violent, and free of discrimination, intimidation, and harassment.

The structures that follow are created to support this commitment by providing the opportunity and responsibility to jointly lead these District initiatives:

- Two (2) PASS administrators will be selected to provide additional District representation on all District negotiations teams.
  - PASS bargaining team administrators will be jointly appointed by the PASS president and the District negotiator.
  - PASS administrator representation in negotiations with SEA is required.
  - PASS representation in negotiations with non-SEA units may be optional, based on a collaborative decision made by the District negotiator and the PASS president.
  - PASS administrator representation on negotiations teams requires:
    - Attendance at scheduled negotiations sessions, as well as, District team negotiations planning meetings.
  - The District negotiator will assure the following protocols are in place during negotiations:

- Planning sessions will be scheduled to review and develop District interests and strategies prior to presenting at bargaining table.
  - Members of District's team will be expected to represent the interests of all employee groups, Superintendent's staff and the School Board.
  - Members of the District's team will work with the lead negotiator to determine when it would be necessary and appropriate to discuss District proposals with larger administrative teams to collect feedback regarding the merits of the proposal and questions/concerns about implementation requirements.
- The District Professional Development Committee shall be co-chaired by SPS, SEA and PASS. The PASS co-chair shall have equal opportunity for participation, providing feedback and giving input to the committee.
  - Two (2) administrators of PASS will be represented on the Senior Leadership Team and will have equal opportunity for participation, provide feedback and give input to the team.
  - The District and PASS will jointly appoint a PASS administrator to serve on the District's school closure and consolidation transition team for the 2006-07 school year.
    - 1.0 FTE is provided to fund this position
  - Three (3) PASS administrators will continue to be assigned to the Evaluation Task Force to represent the District's administrative interests in designing the non-supervisory certificated, paraprofessional and clerical employees' evaluation systems. Their responsibilities include:
    - Providing expert guidance in designing evaluation systems that clarify expectations and standards of performance which will maximize employee effectiveness in achieving the District's goals and initiatives.
    - Providing expert guidance in designing evaluation systems that can be implemented within the available District resources (personnel, training options, meeting and planning options, supervisory assignments, legal requirements and contractual agreements).

Utilizing this approach, it is our intent to use an orderly process to deal with the matters specified as set forth in Chapter 41.59 RCW, as amended, as well as implementing work rules and procedures.

## ARTICLE I: GENERAL TERMS AND PROCEDURES

### SECTION A: Recognition and Terms

#### 1. Recognition

- a. The Seattle School District No. 1 (doing business as Seattle Public Schools) recognizes the Principals' Association of Seattle Schools as the bargaining representative for Seattle Public Schools' principals, assistant principals, and other certificated administrators compensated according to the PASS Administrative Salary Schedule. PASS is recognized as the organization duly authorized to represent these employees under the provisions of Chapter 41.59 RCW, as amended.
- b. Other job categories in addition to the aforementioned may be added as provided in Chapter 41.59 RCW, as amended.

#### 2. Definitions

- a. "District" as hereinafter used shall mean the Seattle School District No. 1, King County, Washington.
- b. "Board" as hereinafter used shall mean the duly constituted Board of Directors of the District.
- c. "PASS" or "PASS members" or "employees" as hereinafter used shall mean the Principals' Association of Seattle Schools. PASS is composed of four constituent units - Seattle Association of Elementary School Principals, Seattle Association of Middle School Administrators, Seattle Association of Secondary School Principals, and the Certificated Program Administrators Component.
- d. "Compensation" as hereinafter used shall mean salaries and all monetarily compensated benefits.
- e. Resolution Team means a committee composed of five (5) District administrators, not represented by PASS, and five (5) members of PASS, selected by the PASS Executive Board, to represent the membership. Recommendations for solutions to issues of concern from this committee will be forwarded, as memorandum(s) of understanding (MOU), to the Superintendent, or his/her designee, and to the PASS Executive Board for final approval. Approved MOU's shall be incorporated into any successor

agreement upon ratification by the parties. This team will meet monthly except for July or as otherwise agreed upon by the Resolution Team. Subcommittees may be formed by mutual agreement.

### 3. General Terms of the Agreement

- a. Throughout this Agreement certain rights are accorded to and certain functions are ascribed to the Principals' Association of Seattle Schools. These rights and functions shall be considered inherent in recognition of PASS as the legal representative of certificated administrators eligible for membership in the PASS unit and not rights and functions common to other certified personnel organizations or individuals. Other privileges afforded to PASS and its constituent organizations will not be granted to other organizations seeking to represent certificated employees officially represented by PASS unless agreed to by the District and PASS or otherwise provided by law.
- b. Issues of concern to the membership of PASS other than compensation, hours of work, and the number of days of work in the annual employment contract may be raised and decided through the regular administrative channels or by the Resolution Team.
- c. It is understood that if collective bargaining has not resulted in a new Agreement by July 1, 2009, the existing Agreement will continue in force until agreement between PASS and the District has been reached and a new Agreement is ratified by both parties.
- d. The District will work collaboratively with PASS to address the adverse effects to the working conditions of PASS members as a result of any third party proposal or anticipated agreement which can reasonably be expected to affect the work year, hours of work, or compensation of PASS membership, as well as the implementation of changed work rules, decision-making processes and procedures. If the third party proposal is part of collective bargaining with another labor organization with which the District must bargain, PASS will honor a request by the District to 1) maintain confidentiality regarding such third party proposal and the consultation thereabout as well as 2) provide immediate feedback
- e. All PASS employees will be evaluated annually. The Resolution Team, or a subcommittee thereof, will work collaboratively with the District to review and revise the jointly approved evaluation process to address current academic priorities; acknowledge research-based best practices; and reflect accomplishment toward of established goals. Any revisions will be subject to final approval by the Superintendent and the PASS Executive Board
- f. An individual PASS member who feels that a provision of this Agreement has been misinterpreted and/or misapplied to him or her may use the Individual

Contract Conflict Resolution Process outlined in Appendix C of this Agreement to seek resolution of this matter. Concerns about an individual's performance evaluation are not subject to this process, but are subject to the appeal process contained in the evaluation process document(s).

- g. The employee may use the District e-mail system for non-political Association communication and business. The District e-mail system may not be used for campaign or election purposes, or to organize or promote work stoppages.

## **SECTION B: Bargaining Procedure**

For the purpose of carrying out the legally established bargaining responsibilities of PASS, the following procedure will be utilized:

1. A PASS Negotiation Team will be composed of up to twelve (12) members as designated to the District by PASS. PASS may also designate up to two (2) consultants at any one time to assist in the collective bargaining process.
2. The District's Team shall be composed of up to twelve (12) District representatives as designated to PASS. The District may also designate up to two (2) consultants at any one time to assist in the collective bargaining process.
3. The PASS Negotiation Team shall submit in written form PASS' proposals to the District Team no later than March 15, 2009. The District Team will submit any new District proposals to the PASS Negotiation Team no later than April 15, 2009.
4. Any additional bargaining items may be considered by mutual agreement.
5. Mutual efforts will be made to release information jointly, at times deemed appropriate by both bargaining teams.
6. Both the District Team and the PASS Team will review the other's proposals and prepare a response by May 1, 2009.
7. It is understood that either Negotiation Team may declare an impasse after the final effort has been completed and may request the Public Employment Relations Commission (PERC) to provide impasse assistance as established by Chapter 41.59 RCW, as amended, or seek alternative impasse assistance.
8. The agreements reached by the District and PASS will be presented to PASS membership for ratification. The PASS ratified agreement will be submitted to the School Board for approval.

## **SECTION C: Duration and Renegotiation**

1. This Agreement shall be effective, when signed by both parties and shall continue in full force and effect until June 30, 2009. This Agreement is complete in and of itself and sets forth all terms and conditions between the District and PASS in accordance with Chapter 41.59 RCW, as amended. All prior agreements are no longer valid or subsisting except as provided herein.
2. This Agreement may be modified, added to, or deleted from only through the voluntary mutual consent of the District and PASS under the provisions of Chapter 41.59 RCW as now or hereafter amended.
3. Reopener/Pass Through

Each party to this Agreement may reopen one (1) issue for negotiations for the 2007-08 school year and one for the 2008-09 school year. In addition, during the term of the Contract, if the State Legislature authorizes salary adjustments/COLA and the District accepts such funds, such money shall be applied to each step of the salary schedule.

4. If any provisions of this Agreement or any applications of the Agreement shall be found contrary to law, such provisions or applications shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Proper adjustment or modification of any provision agreement found contrary to law will be subject to provisions of Chapter 41.59 RCW as now or hereafter amended and this Agreement.
5. Except as otherwise provided in this Collective Bargaining Agreement, this Agreement 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. Compensation shall be subject to adjustment by the District, in consultation with PASS, for legal compliance purposes in the event of a determination by the Superintendent of Public Instruction or other competent authority that the District's compensation levels for certificated staff exceed or exceeded those allowed by law implementing regulations. Any such adjustment(s) shall be appropriate and equitable in the circumstances, as well as final and binding as agreed to by both parties.

## **ARTICLE II: COMPENSATION**

### **SECTION A: Salary Basis**

It is the goal of the District and PASS to pay salaries that are competitive, and that will allow us to retain and recruit top quality administrators. Our competitiveness will be reviewed annually by the compensation and classification department. Data from that review will be provided to the Superintendent and School Board for adjustment consideration.

1. To further address the goal of elevating the compensation of administrators, the following administrators will be placed on the PASS Administrative Salary Scale: See Appendix B at end of this document.

Elementary School Assistant Principals  
Middle School Assistant Principals  
High School Assistant Principals  
Elementary School Principals  
K-8 Principals\*  
Middle School Principals  
High School Principals  
Certificated Program Administrators\*\*

\*,\*\* - See Salary Schedule A Note

## **SECTION B: Administrator Contract**

1. There shall be an Administrator Contract for regular assignments in conformity with Washington State law and rules, regulations, and procedures of the District and the State Board of Education. Individual Administrative Contracts shall be in effect from July 1<sup>st</sup> to June 30<sup>th</sup> of each fiscal year.
2. Individual Administrative Contracts between the District and individual administrators represented by PASS shall be subject to and consistent with the terms and conditions of this Agreement between the Board and PASS pursuant to Chapter 41.59 RCW as amended. Individual Administrative Contracts shall be effective from July 1 to June 30 of each year.
3. There shall be a Supplemental Contract for supplemental administrative assignments different from the current contract assignment.

## **SECTION C: Provisions for Supplementary Contracts/Special Project Pay**

1. On occasion, building principals may initiate, or be offered the opportunity, to take on extra work clearly and significantly beyond the scope of their usual and normal duties. Such assignment shall be referred to as a supplemental contract/principal special project. Compensation, according to this section, shall be received for such an assignment. Supplemental contracts/principal special projects shall be limited to two projects per principal per school year.

The following criteria shall be used in considering whether an assignment is a supplemental contract/principal special project that entitles the building principal to

extra compensation:

- a. The supplemental contract/principal special project is for work that is clearly and significantly beyond the scope of a principal's usual and normal duties.
  - b. The supplemental contract/ principal special project is clearly defined in terms of goals, objectives, responsibilities, timelines, expected outcomes and is related to a major District goal or objective.
  - c. The supplemental contract/principal special project is likely to substantially increase the workload of the building principal; for example, it could last for two to three months. Also, the option to offset this extra responsibility with additional help has been reviewed.
  - d. Principals can be approved for a maximum of two different supplemental contracts/principal special projects in a school year; these may not be active simultaneously.
2. Procedure for applying for a supplemental contract/principal special project pay: When in the judgment of a principal, a supervisor or the superintendent/ designee, a proposed project/responsibility meets the criteria for supplemental contract/principal special project pay, the following process shall be followed:
- a. A written application addressing the criteria is submitted to the supervisor.
  - b. The supervisor may add a signature of support and forward to the Superintendent for final approval.
3. Compensation for supplemental contracts/principal special project assignments shall be as follows:
- a. The compensation for all types of supplemental contracts/principal special projects, with the exception of those involving facility modernization, shall be \$1500. The Payroll Office will not honor other commitments.
  - b. The compensation for facility modernization supplemental contracts/ principal special projects shall be determined by the supervisor of the principal and shall take into consideration the size, duration and complexity of the special project.
4. PASS will be given copies of supplemental contracts approved for PASS members.
5. Payment Policies

- a. One-twelfth (1/12) of the annual salary, at the applicable monthly rate of the administrator shall be paid on the first duty day of the second contracted month and of each succeeding month. If the regularly scheduled payment day occurs when administrators are not on duty, warrants will be distributed to the administrator on the first District business day of the month.
- b. Direct banking services will be required of all PASS members hired after September 1, 2006. Employees hired before September 1, 2006 may select pay warrants mailed to them or electronic deposit, although all are encouraged to select electronic deposit for receiving pay warrants to increase payroll processing efficiencies.
- c. Employees may authorize payroll deductions for Washington School Employees Credit Union, PASS Professional Dues, United Way, tax-sheltered annuities, and other mutually agreed deductions.

#### **SECTION D: Provision for Adversely Affected Administrators**

1. Each adversely affected employee represented by PASS shall be listed and given notice of any job classifications represented by PASS for three years so that he/she may apply and receive full consideration for open positions.
2. Administrator Reductions: Program and staff reductions may be required as a result of enrollment decline, failure of a special levy election, termination or reduction of funding of categorically-funded projects, school closures or consolidations or other events resulting in a significant reduction in revenue. The Board of Directors, upon recommendation of the Superintendent, shall determine which educational programs and services will be reduced, modified, or eliminated.
  - a. The Board of Directors will determine the number of administrative positions to be eliminated or consolidated. The Superintendent will identify specific employees subject to reduction in the best interests of the District. The Superintendent will consult with PASS leadership regarding the specific positions affected, along with specific employees identified for reduction. Generally, the following procedures shall govern such reductions following the procedures listed below:
    - i. The Human Resources Department and PASS leadership will jointly lead an initiative to encourage those PASS employees to announce their retirement or resignation decision prior to completing the assignment process for the following school year for PASS members.
    - ii. Retire/rehire PASS administrator contracts will be non-renewed on an annual basis. Retire/rehire PASS administrators may be contracted after the normal staffing hiring process is completed.

- iii. PASS administrators in their 1<sup>st</sup> through 3<sup>rd</sup> year of employment as administrators shall be subject to reduction, as a first step in the reduction process.
- iv. Experience in PASS administration in Seattle Public Schools and qualifications for positions will be used as a guide for selection to specific assignments.
- b. Certificated employees may be transferred to subordinate(d) certificated positions (including non-supervisory certificated positions) in accordance with RCW 28A.405.230. In the event the reduced or modified educational program also requires the reduction of non-supervisory certificated positions, the retention rights of such employees as non-supervisory certificated employees will be governed by the District-Seattle Education Association Collective Bargaining Agreement.
- c. Employees who are not retained in administrator positions shall be placed in employment pools for a period of twenty-four (24) months for possible re-employment as administrators in job categories for which they qualify. Qualifications for re-employment shall be broadly construed and not limited in application only to positions previously held in the District. While in an employment pool, the individual may access human resource guidance in resume' preparation, use of District computers, and office space, when available, for the purpose of career transition.

## **SECTION E: Work Year**

- 1. Administrators in the District will be on an annual contract year.
- 2. Annual Leave
  - a. Administrators represented by PASS shall be granted twenty-eight (28) vacation days per year. Annual leave days will accumulate at the rate of 2.33 days per month per the employee's effective hire date.
  - b. Annual Leave accrued prior to June 30, 1982, is limited to forty-four (44) days, subject to the following:
    - i) Such Annual Leave shall be liquidated by the District upon the employee's termination or death, unless the employee has voluntarily utilized some or all of his/her accrued days to reduce his/her contracted work year.

- ii) Liquidation of the accrued Annual Leave will be at the rate of 1/219<sup>th</sup> of the employee's annual salary in effect at the time of his/her termination or death.
  - iii) A maximum of thirty (30) days may be liquidated where no more than thirty (30) days were earned in any two (2) consecutive year period, July 1 - June 30.
- c. Beginning September 1, 1986, Annual Leave accumulates on any day an administrator is regularly paid under contract obligation: work day, Sick Leave day, Annual Leave day, or other day for which the administrator is paid. Annual Leave will not accumulate while an administrator is on non-paid leave or while on other extended leaves such as Study or Sabbatical Leave.
- d. Annual leave balances for each administrator will be examined each year on August 31. Annual leave in excess of thirty (30) days accumulation will be lost. Upon approval by the supervisor, an exception to the thirty (30) day maximum accrual limitation may be permitted.
- e. When an administrator terminates or retires, the current balance of Annual Leave will be paid at the rate of 1/219<sup>th</sup> of the current salary for each day of accumulated leave to a maximum of thirty (30) days. No employee or his/her estate shall receive reimbursement for more than thirty (30) Annual Leave days at the time of termination, less the number of Annual Leave days, if any, cashed out upon a termination during the prior two (2) years. Any balance of over thirty (30) days may be applied to scheduled annual leave prior to termination.

### 3. Annual Leave Cash out

Each PASS member who has taken at least 10 days of Annual Leave can cash out five (5) days at the end of the same school year.

### 4. Flex Days

With the approval of his/her immediate supervisor, a PASS administrator may substitute up to five (5) contract days for additional work during the 2006-07 school year performed as a result of building and/or District requirements and expectations. These days cannot accrue from year to year. The provision of flex days is discontinued after the 2006-07 school year.

### 5. Holidays

Employees will be granted the following paid holidays, in proportion to their FTE status, provided these do not fall on regular school attendance days.

Independence Day	Christmas Day
Labor Day	The day after Christmas
Veterans Day	New Year's Eve
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Martin Luther King Day
The day before Christmas	President's Day
	Memorial Day

#### 6. Personal Leave

Eligible employees will be provided up to two (2) days of personal leave per year with pay to deal with personal business of an emergency nature. Such days shall not accumulate from year to year.

#### 7. Sick Leave

Each regular employee will be entitled to up to twelve (12) working days of sick leave for the work year, to be used for illness, injury or illness-emergencies, as follows:

- a. Sick Leave Application: Sick leave days are to be used for absence caused by personal illness, injury, medical disability (including childbearing), poor health, or an emergency caused by family illness where no reasonable alternative is available to the employee.
- b. Sick Leave Accumulation: Each employee's portion of unused sick leave allowance shall accumulate from year to year as provided by state law and the rules and regulations of the Superintendent of Public Instruction under that law.
- c. On or before January 15 of each year, employees may elect to be compensated at the ratio of 4:1 at their per diem rate for sick leave.
- d. Accumulation in excess of sixty (60) days which was earned but unused during the previous calendar year.
- e. Employees who retire shall be entitled, upon written request to Payroll Services, to compensation for all unused sick leave up to the one hundred eighty (180) days maximum at the ratio of 4:1 (at their per diem rate).
- f. The VEBA III memorandum (attached as Appendix A) will be in effect from July 1, 2003 through June 30, 2004. It may be renewed annually with the

insurance carrier. A PASS Membership vote is required annually for continuation.

8. Per Diem

Per diem pay shall be based on the work year of 219 days (1/219).

**SECTION F: Employee Benefits**

1. It is understood and agreed that the rules and regulations of the Certificated Personnel Handbook regarding leave provisions shall be applied to employees of the PASS bargaining unit. It is also agreed that the District will consult with PASS prior to any anticipated changes in leave policy. The purpose of this consultation is to develop and maintain leave policies acceptable to both parties. Both parties maintain their respective position regarding the negotiability of leaves. Should any final order or ruling determine that leaves are not a mandatory subject of bargaining, then this paragraph shall be deleted from the Agreement at that time.

2. Liability Protection and Hold Harmless Provisions

a. The District shall hold harmless and shall provide one and one half million dollars (\$1,500,000) liability protection for each employee covered by this Agreement 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, willful or wanton misconduct, violation of law or criminal act; provided that the employee must give to the District immediate notice of any suit, claim, or action brought against the employee.

b. 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. PASS 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.

c. Specifications for staff coverage in the District's liability protection shall be developed by the District Insurance Review Committee involving employee organization representatives of which a PASS representative will be a part.

3. Group Insurance Provision

- a. The District's monthly contribution for the period October 1, 2003 through June 30, 2006, for all who participate in the District insurance programs, shall be the same as that provided to the majority of the District's certificated staff. This contribution includes the premium for the District-paid dental insurance plan.
- b. PASS members shall not lose any salary during the contract year because of an on-the-job injury.
- c. PASS shall have the right to designate one or more representatives to any District constituted Group Insurance Review committee.

#### 4. Other Employee Benefits

Other employee benefits related to leaves of absence, compensatory time or overtime will be as provided by Board policy, administrative regulations or the District Personnel Procedures.

#### 5. Substitutes for Building Administrators

During the absence of a building administrator from the building due to illness or on School District business, provisions shall be made to provide substitute help for the building administrator during this time. The District's Administrative Substitute Bulletin will be included in the Administrators' Manual.

#### 6. Mileage Reimbursement

PASS employees are required to transport themselves in the performance of their duties. However, any PASS member is eligible to be paid mileage reimbursement for actual reimbursable miles traveled on such District business. The employee must follow District guidelines for reimbursement of local travel expense (mileage) and complete and submit in a timely manner the appropriate District Travel Expense Voucher.

#### 7. Cell Phone Allowance

The District will provide a \$50 per month cell phone allowance for PASS members choosing not to have a District cell phone. In order for PASS members to receive the cell phone allowance they must register their personal cell phone number with the District. The District will provide the registration form and cell phone allowance contracts to PASS members upon ratification of the contract and annually with the member contracts thereafter. PASS members who submit the preceding paper work by the 15<sup>th</sup> of any given month will receive the allowance the following month.

## **SECTION G: Professional Growth**

1. The District will pay for any training required as a result of the evaluation process.
2. The District and PASS shall convene annually to review and appropriately adjust a long-range District-wide Professional Development Plan for PASS members.
3. Beginning with the 2000-2001 school year, state and national dues for PASS members will be paid for by the district.
4. Beginning with the 2000-2001 school year, \$80,000 will be designated for PASS members' individual professional growth and development. PASS members must apply directly to PASS for these funds and authorization for absence must be approved by the PASS member's immediate supervisor. Dialogue and guidelines for the use of these funds will be developed by a committee of PASS and District officials. Minimum guidelines will allow PASS members to pay for classes, travel and/or conferences. Money allocated to each individual may be held over for that person's use for a period of three years.
5. PASS members agree to collaboratively develop with their immediate supervisor an annual personal professional development plan. The individual plan will support the school/department academic plan as well as the professional development needs and interests of the PASS member.

## **SECTION H: Administrative Procedures Manual**

The District, in association with PASS, will review and distribute its Administrative Procedures Manual annually.

**APPENDIX A**

**MEMORANDUM OF UNDERSTANDING CONCERNING  
ENROLLMENT IN THE VEBA III PLAN  
BETWEEN  
THE SEATTLE SCHOOL DISTRICT  
AND  
THE PRINCIPALS' ASSOCIATION OF SEATTLE SCHOOLS**

This Memorandum of Understanding is entered into by the Seattle School District No. 1 (District) and the Principals' Association of Seattle Schools (PASS). The Parties agree that the provisions set forth herein shall expire on June 30, 2004.

The Seattle School District has adopted the VEBA III Sick Leave Conversion Medical Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having excess sick leave conversion rights at the time of retirement. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution at retirement or death in accordance with statute.

It is understood that all eligible employees will be required to submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such an agreement to the district, he or she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such an employee during the term hereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.

For purposes of retirement contributions to the Plan, all employees covered by this agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this agreement. In order to administer this Plan, the District will deposit sick leave conversion funds to the credit of each participating employee in the VEBA III Trust for Employees of Public School Districts in the State of Washington.

The term of this plan shall be from July 1, 2003 through June 30, 2004.

Signed for the PRINCIPALS' ASSOCIATION OF SEATTLE SCHOOLS:

\_\_\_\_\_  
President

Dated: \_\_\_\_\_

Signed for SEATTLE SCHOOL DISTRICT NO.1:

\_\_\_\_\_  
Director of Labor Relations

Dated: \_\_\_\_\_

## Appendix B

### PASS Salary Schedule 2006-07

<u>Grade</u>	<u>Job Title</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>
24		\$66,469	\$68,004	\$69,605
25		\$69,495	\$71,140	\$72,786
26		\$72,697	\$74,409	\$76,189
27		\$76,100	\$77,856	\$79,702
28		\$79,414	\$81,327	\$83,239
29	Elementary A/P	\$82,927	\$84,885	\$86,887
30	Middle School A/P	\$86,620	\$88,666	\$90,779
31	High School A/P, Elementary Principal	\$90,512	\$92,646	\$94,849
32	Middle School Principal	\$94,559	\$96,806	\$99,096
33		\$98,852	\$101,187	\$103,590
34	High School Principal	\$103,344	\$105,791	\$108,282

2006-07 includes 3.3% COLA, 5 flex days converted to base salary (calculated based on the negotiated per diem rate of 1/219 days of base salary times five), \$500 per member added to base salary, and \$800 travel reimbursement converted to base salary.

2007-08 will include COLA if applicable, 5 additional flex days converted to base salary (calculated based on the negotiated per diem rate of 1/219 days of base salary times five), an additional \$500 per member added to base salary, and the remaining \$160 travel reimbursement converted to base salary.

2008-09 will include COLA if applicable.

K-8 Principals receive the elementary salary plus a stipend (\$1,800).

Updated December 13, 2006

## APPENDIX C

### Individual Contract Conflict Resolution Process

1. The purpose of these provisions is to provide for the orderly and expeditious hearing of a contract conflict complaint.
2. A contract conflict complaint is a claim that the terms of the SPS/PASS Collective Bargaining Agreement has been misinterpreted or misapplied relative to the complainant.
3. A complainant for purposes of process is an employee covered by the SPS/PASS Agreement.
4. To expedite resolution of a contract conflict complaint, the complaint shall be initiated within thirty (30) work days following the events or occurrences upon which it is based.
5. The number of days within which each step is prescribed to be accomplished shall be considered the maximum, unless the affected parties have mutually agreed to a time frame extension.
6. At formal steps 1 and 2, failure of the appropriate District administrator to hold the complaint conference within the prescribed time limits shall be cause for the grievant to proceed to the next step by submitting the written complaint at the next level.
  - a. If, after a hearing, further investigation and data are required before an administrator can respond in writing, the administrator shall contact the complainant, inform the complainant of the need for additional time to respond, and request agreement for a time extension.
  - b. The time limits prescribed in these provisions may be extended by a written mutual agreement between the complainant and person or persons by whom the grievance is being considered.
7. Complaints which have been submitted and processed and which have resulted in the complaint being adjusted satisfactorily, dropped, or withdrawn by the employee in writing shall be deemed closed.
8. Failure of the complainant to submit a timely complaint at any level of the process within the prescribed time limits shall result in the complaint being dropped unless the time limits have been extended by mutual agreement.
9. Required Informal Discussion:

A PASS member shall first take up a complaint with his/her immediate supervisor in private informal discussion(s) and every effort shall be made to adjust the complaint or deal with the problem in an informal manner. The informal conference shall occur within fifteen (15) working days of the employee's request for such conference.

#### Formal Step 1:

If an informal discussion did not resolve the complaint, the PASS member may submit a formal complaint in written form to their supervisor within fifteen (15) working days of the informal discussion. Such complaint will identify: the alleged contract violation and an appropriate remedy. The supervisor will respond within fifteen (15) working days after the Step 1 meeting.

**Formal Step 2:**

If the complaint is not adjusted to the satisfaction of the grievant under Step 1 within fifteen (15) working days after the receipt of the copy of the Formal Step 1 response by the PASS member, the complainant may, within that time constraint, request review, conference and action at Formal Step 2 by submitting a completed written grievance to the PASS Executive Board and the Director of Labor Relations.

- a. The Director of Labor Relations will assign the complaint to an appropriate Central administrator for review and formal conference at Step 2. The PASS Executive Board will assign a PASS consultant to work with the PASS member.
- b. The formal conference at Step 2 shall occur within fifteen (15) working days of the receipt of the written complaint by the Director of Labor Relations.
- c. A written response shall be mailed/given to the complainant by the designated Central administrator within fifteen (15) working days after the formal conference, and copies shall be filed with the Director of Labor Relations and the PASS President.

**Formal Step 3:**

If the grievance is not adjusted to the satisfaction of the complainant under Step 2, within fifteen (15) working days after the receipt of the copy of the Step 2 response by the PASS President, the PASS President may, within that time constraint, submit the complaint on behalf of the PASS member, to the Superintendent, by filing a request for the Superintendent to review the complaint with a copy to the Director of Labor Relations. The Superintendent will review the complaint and respond in writing to the PASS member and the PASS President within fifteen (15) working days.

## **Guideline for Administrative Handling of Program Complaints**

In order to increase communication and trust between the District and members of PASS, and, to enable administrators to be more active in resolving issues involving themselves or their buildings, all Administrators are encouraged to use this Guideline. At the same time, however, everyone recognizes the right of the District or a complainant to use another complaint process for resolving disputes if another process, such as grievance mechanisms in collective bargaining agreement(s), discrimination complaints filed with the District's Office of Equity and Compliance, or complaints of poor performance or misconduct that are handled by Human Resources, is preferred or is more appropriate.

### **1. Complaints About Building/Program Issues.**

The Seattle School District believes that Principals and Program Managers are empowered to and should address complaints about or concerning their buildings/programs in a fair, expeditious and appropriate manner. Therefore, unless exigent or extenuating circumstances exist, the Board of Directors, Superintendent and Central Administration staff should refer complaints or problems about a building/program to the Principal/Program Manager with the expectation that he or she will address the complaint(s) collaboratively, if appropriate, timely, and in a manner that best meets the needs of the educational setting.

In handling a complaint, it is recommended that the Principal/Program Manager do the following:

- a. Review the problem/concern with the complainant(s);
- b. Make prompt contact with the person(s) involved;
- c. Investigate further if necessary;
- d. If necessary or appropriate, refer, get advice from, or work collaboratively with Human Resources or Central Administration on the matter; notify the complainant if the matter has been referred to Human Resources or Central Administration;
- e. Make a determination and communicate the determination to the person(s) involved.

If the person complaining is not satisfied with how the Principal/Program Manager handled the matter, he or she may pursue the issue with the Principal/Program Manager's supervisor. The supervisor, after looking into the matter, may agree to the Principal/Program Manager's determination, amend it further, or, institute a different action or resolution. The supervisor may also utilize steps a - e above. The supervisor should then communicate his or her decision to the complainant as well as the Principal/Program Manager. And, the matter should end there unless there is another procedure in place to address the complainant's issue (e.g., grievance

procedure, etc.)

## **2. Complaints About a Principal/Program Manager**

The Seattle School District believes that Principals and Program Managers are empowered to and should address complaints about or concerning themselves in a fair, expeditious and appropriate manner.

Therefore, unless exigent or emergency circumstances exist, the Board of Directors, Superintendent and Central Administration staff should refer complaints or problems about a Principal/Program Manager to the Principal/ Program Manager with the expectation that the Principal/Program Manager will address the complaint collaboratively, if appropriate, timely, and in a manner that best meets the needs of the educational setting.

If the person complaining is not satisfied with how the Principal/Program Manager handled the matter, he or she may pursue the issue with the Principal/Program Manager's supervisor. The supervisor, after looking into the matter, may agree to the Principal/Program Manager's determination, amend it further, or institute a different resolution. The supervisor may also utilize steps a - e above. The supervisor should then communicate his or her decision to the complainant as well as the Principal/Program Manager. And, the matter should end there unless there is another procedure in place to address the complainant's issue (e.g., grievance procedure for represented employees, grievance procedure for non-rep employees, etc.)

## **3. Complaints About an Assistant Principal**

The Seattle School District believes that Assistant Principals are empowered to and should address complaints about or concerning themselves in a fair, expeditious and appropriate manner.

Therefore, unless exigent or emergency circumstances exist, the Board of Directors, Superintendent, Central Administration staff and Principals should refer complaints or problems about an Assistant Principal to the Assistant Principal with the expectation that the Assistant Principal will address the complaint collaboratively if appropriate, timely, and in a manner that best meets the needs of the educational setting.

If the person complaining is not satisfied with how the Assistant Principal handled the matter, he or she may pursue the issue with the Assistant Principal's supervisor. The supervisor, after looking into the matter, may agree to the Assistant Principal's determination, amend it further, or institute a different resolution. The supervisor may also utilize steps a - e above. The supervisor should then communicate his or her decision to the complainant as well as the Assistant Principal.

And, the matter should end there unless there is another procedure in place to address the complainant's issue (e.g., grievance procedure for represented employees, non-rep grievance procedure, etc.).

#### **4. Anonymity of Complainants and Keeping Principals/Program Managers in the Loop**

It is very important for the Principal/Program Manager to be well informed in order to be able to address the complaint in its entirety. Therefore, as a general rule the identity of the complainant shall be disclosed unless there are compelling reasons not to disclose his or her identity and the complaint can be substantiated in part. If the identity of the complainant is not disclosed for compelling reasons, the nature of the complaint shall be disclosed to the person(s) being complained about. In any case, no adverse action will be taken against the administrator based solely on an anonymous complaint.

Finally, if a matter has been referred to Human Resources or Central Administration for handling, the principal should be kept in the loop about the progress and resolution of the matter.

APPENDIX D

MEMORANDUM OF UNDERSTANDING  
CONCERNING ANNUAL LEAVE

This Memorandum of Understanding (MOU) is entered into by the Seattle School District No. 1 (District) and the Principals' Association of Seattle Schools (PASS). The purpose of this MOU is to set forth the parties mutual understandings and expectations regarding annual leave.

1. All annual leave for PASS members is subject to prior approval from that member's immediate supervisor.
2. PASS members will be expected to maximize the use of their annual leave in July and during school breaks. This will ensure that they are present in school buildings when school is in session and that they will be available in August for a planned expansion (3-10 days) of professional development for school leaders. The District will give notice of the dates of professional development in August by the preceding January 1<sup>st</sup>.
3. Annual leave while school is in session and annual leave in August that conflicts with District-initiated professional development for school leaders is discouraged, and will only be approved in extenuating circumstances.
4. The District and PASS recognize the need for a reasonable transition period in the first year of the contract (2006-07), and extenuating circumstances will be considered to include situations where PASS members have made commitments requiring the use of leave, particularly in August of 2007, prior to receiving notice of the terms of this MOU.
5. PASS and District leadership agree to jointly publicize the terms of this MOU to PASS members at their earliest opportunity.

Signed for the PRINCIPALS' ASSOCIATION OF SEATTLE SCHOOLS:

\_\_\_\_\_  
President

Dated: \_\_\_\_\_

Signed for SEATTLE SCHOOL DISTRICT NO. 1:

\_\_\_\_\_  
Chief Academic Officer

Dated: \_\_\_\_\_

**APPENDIX E**

**MEMORANDUM OF UNDERSTANDING  
CONCERNING WORKLOAD**

This Memorandum of Understanding (MOU) is entered into by the Seattle School District No. 1 (District) and the Principals' Association of Seattle Schools (PASS). The purpose of the MOU is to set forth the parties mutual understandings and expectations regarding workload.

1. The District and PASS will work collaboratively to provide adequate working conditions for PASS members. PASS representatives will be invited to participate as part of the Budget Advisory Team to make and review specific recommendations concerning school and program funding. The District recognizes the challenges buildings face in addressing such issues as supervision and evaluation, special education program placement, special education/bilingual/homeless/and free and reduced lunch enrollment levels, student health concerns and nursing needs, safety and security, drug/alcohol/and mental health intervention needs, truancy, family and community engagement, new or additional federal and state requirements (e.g. NCLB and student learning plans), and new or additional District policies and initiatives. The District will work with PASS to support buildings in meeting these challenges within the context of ongoing District budget constraints and inadequate state funding overall.

Signed for the PRINCIPALS' ASSOCIATION OF SEATTLE SCHOOLS:

\_\_\_\_\_  
President

Dated: \_\_\_\_\_

Signed for SEATTLE SCHOOL DISTRICT NO. 1:

\_\_\_\_\_  
Chief Academic Officer

Dated: \_\_\_\_\_

