

COLLECTIVE BARGAINING AGREEMENT

2019-2024

SEATTLE PUBLIC SCHOOLS

and

**PRINCIPALS' ASSOCIATION OF
SEATTLE SCHOOLS**

2019-2024

COLLECTIVE BARGAINING AGREEMENT

between

SEATTLE PUBLIC SCHOOLS

and

PRINCIPALS' ASSOCIATION OF SEATTLE SCHOOLS

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Seattle Public Schools**

PRINCIPALS' ASSOCIATION OF
SEATTLE SCHOOLS

SEATTLE PUBLIC SCHOOLS

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In witness thereof, the parties hereto have executed this Agreement the
July, 2019.

day of

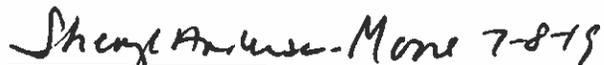
PRINCIPALS' ASSOCIATION

SEATTLE SCHOOL DISTRICT NO. 1


Ted Howard
President
Date 7-15-19


Denise Juneau
Superintendent
Date 7/10/19


Spencer Welch
Executive Director
Date 7-8-2019


Sheryl Anderson-Moore
Chief Negotiator
Date 7-8-19


Clover Codd
Chief Human Resources Officer
Date 7-8-19

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SEATTLE PUBLIC SCHOOLS

and

PRINCIPALS' ASSOCIATION OF SEATTLE SCHOOLS

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COLLECTIVE BARGAINING AGREEMENT

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PREAMBLE

The primary purpose of the District and PASS is to collaboratively work toward supporting all students and ensure that our efforts are aimed at eliminating opportunity and achievement gaps. We hold ourselves collectively responsible for supporting and promoting the goals of the District to develop world-class educational programs that meet the diverse needs of each and every student.

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 and the School Board.

Because of our collaborative site-based decision-making structure in Seattle, the District and PASS recognize that often PASS leaders must use leadership influence to build consensus with his or her school community.

In an effort to further support school leaders, suggested building administrator authority identified in the AWSP Leadership Framework not explicitly allocated to other bargaining units, or to administrators by district policies and procedures, is understood to be under the discretion and full authority of building administrators.

The parties are committed to creating a culture of support and performance and accountability to be characterized by:

- Effective and fair supervisors
- A rigorous performance evaluation system that uses multiple measures
- Fair and competitive compensation amongst state-wide peers
- A system of checks and balances to ensure fairness
- Appropriate training for supervisors and employees
- Recognition that all PASS leaders are valued members of the SPS leadership team.

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, professionalism, and communication;
- 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, 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 SPS initiatives:

- Three (3) PASS leaders will be selected to provide additional SPS representation on all district negotiation teams for SEA bargaining.
 - PASS bargaining team leaders will be jointly appointed by the PASS president and SPS negotiator.
 - PASS leadership representation in negotiations with SEA is required.
 - PASS leadership representation in negotiations with non-SEA units may be optional, based on a collaborative decision made by SPS negotiator and the PASS president.
 - PASS leadership representation on negotiations teams requires attendance at scheduled negotiation sessions, as well as SPS team negotiation planning meetings.
 - SPS negotiator will assure the following protocols are in place during negotiations:

Planning sessions will be scheduled to review and develop SPS interests and strategies prior to presenting at bargaining table.

Members of SPS's team will be expected to represent the interests of all employee groups, Superintendent's staff, and the School Board.

Members of SPS's team will work with the lead negotiator to determine when it would be necessary and appropriate to discuss SPS proposals with larger administrative teams to collect feedback regarding the merits of the proposal and questions/concerns about implementation requirements.

- SPS 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.
- PASS will be represented at the senior leadership level and will have opportunities for participation and will provide feedback and input into the leadership and management of the school district.

Utilizing this approach, the intent is 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 SPS) recognizes the Principals' Association of Seattle Schools as the bargaining representative for SPS' principals and assistant principals 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" or "SPS" 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 SPS.
- c. "PASS" or "PASS Leaders," "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 and Seattle Association of Secondary School Principals.
- d. "Compensation" as hereinafter used shall mean salaries and all monetarily compensated benefits.
- e. "Resolution Team" means a committee composed of five (5) SPS administrators, not represented by PASS, and five (5) members of PASS leadership, 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 MOUs 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. Sub Committees 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 SPS 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, 2024, the existing Agreement will continue in force until a new agreement between PASS and SPS has been reached and the new agreement is ratified by both parties.
- d. SPS 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 SPS must bargain, PASS will honor a request by SPS to 1) maintain confidentiality regarding such third-party proposal and the consultation thereabout, as well as, 2) provide immediate feedback.
- e. 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).
- f. The employee may use SPS e-mail system for non-political PASS communication and business. SPS 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, unless both parties mutually agree to an Interest-Based Bargaining ("IBB") process before March 15, 2024:

1. A PASS Negotiation Team will be composed of up to twelve (12) members as designated to SPS by PASS. PASS may also designate up to two (2) consultants at any one time to assist in the collective bargaining process.
2. SPS's Team shall be composed of up to twelve (12) District representatives as designated to PASS. SPS 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 SPS Team no later than March 15, 2024. SPS Team will submit any new District proposals to the PASS Negotiation Team no later than April 15, 2024.
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 SPS Team and the PASS Team will review the other's proposals and prepare a response by May 1, 2024.
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 SPS 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 Re-negotiation

1. This Agreement shall be effective, when signed by both parties and shall continue in full force and effect until June 30, 2024. This Agreement is complete in and of itself and sets forth all terms and conditions between SPS 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 SPS and PASS under the provision of Chapter 41.59 RCW as now or hereafter amended.
3. If any provisions of this Agreement or any applications of the Agreement shall be found contrary to law by a court of competent jurisdiction, 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.
4. 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 SPS 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 Instruct 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.
5. Should the Legislature decrease funding for SPS the parties agree to reopen the contract.

ARTICLE II: COMPENSATION

SECTION A: Salary Basis

It is the goal of SPS and PASS to pay salaries that are competitive, and that will allow us to retain and recruit top quality administrators. In recognition for the priority placed by the District on recruiting and retaining administrators of the highest quality, and for the complexity inherent in the mission and context of the Seattle Public Schools, it is the intention of both parties that salaries for PASS members are commensurate with the roles and responsibilities of leaders in a large urban district. Competitiveness will be reviewed annually by the Human Resources Department. Data from that review will be provided to PASS, 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 Schedule: See Appendix A at the end of this document.

Elementary School Principals and Assistant Principals
Alternative K-8 Principals*¹ and Assistant Principals
Middle School Principals and Assistant Principals
High School Principals and Assistant Principals
Alternative High School Principals and Assistant Principals

The PASS compensation plan shall apply to all PASS represented employees. This plan shall comprehensively replace the previous compensation provisions pertaining to PASS members.

- a. 2019-2020: The PASS administrative salary schedule for 2019-2020 shall be increased by 5.4% inclusive of the legislative inflationary increase (currently the Implicit Price Deflator (IPD)) of 2.0%, as set forth in the 2019-2021 state biennial budget.
- b. 2020-2021: The PASS administrative salary schedule for 2020-2021 shall be increased by the legislative inflationary increase (currently the Implicit Price Deflator (IPD)) estimated at 2.1%, as set forth in the 2019-2021 state biennial budget, subject to final legislative determination.

2021-2022: The PASS administrative salary schedule for 2021-2022 will be the implementation of the salary survey conducted for the 2021-2022 school year inclusive of the legislative inflationary increase. The salary survey shall be completed by February 15, 2021, for 2021-2022 implementation. The survey methodology shall use the same methodology of comparator districts and analysis applied in 2019-2020 to determine the total average salary increase to apply to all positions, including the legislative inflationary increase. The methodology and comparator districts are set forth in appendix B. The District commits that the 2021-2022 salary increase implemented shall be at least the fourth place, which is the average of the 3rd and 4th highest compensation on the salary survey.

- c. 2022-2023. The PASS administrative salary schedule shall be increased by the estimated legislative inflationary increase as set forth in the 2021-2023 state biennial budget.
- d. 2023-2024. The PASS administrative salary schedule increase will be the implementation of the salary survey conducted for the 2023-2024 school year inclusive of the legislative inflationary increase. The salary survey shall be completed by February 15, 2023, for 2023-2024 implementation. The survey methodology shall use the same methodology of comparator districts and analysis applied in 2021-2022 to determine the total average salary increase to apply to all positions, including the legislative inflationary increase. The methodology and comparator districts are set forth in appendix B. The District commits that the 2023-2024 salary increase implemented shall be at least the fourth place, which is the average of the 3rd and 4th ranked highest compensation on the salary survey.

2. Leadership Opportunities and Incentive pay. Effective September 1, 2019:

- a. Leading low performing/low growth schools. The District agrees to pay internal (current Seattle Public Schools principal) candidates one-time incentives up to \$10,000 incentive for principals who have a record of demonstrated effectiveness and agree to assume a position in a low performing/low growth school for a period of at least two years. Effectiveness is determined through a school leader's evaluation. Balanced Scorecard results may be used in the candidate selection process. The District determines the low performing/low growth schools. The one-time incentive will be paid out in two equal installments, the first being in August at the end of the first year of their assignment to the school, and the second being in August at the end of the second year of their assignment to the school. If the principal chooses to leave the school during the school year, the payment for that year will not take place.
- b. PASS Professional Support. PASS leaders are entitled to appropriate professional development support and the parties agree that career ladder opportunities, such as mentorships, are an appropriate human capital strategy for growing leadership capacity in the District.
 - c. To be eligible for any Career Ladder positions or opportunities, a PASS leader, in addition to meeting position-specific criteria, must be rated overall "Proficient" or above on their most recent Comprehensive evaluation rating.
- d. Principal Mentor and Coach: Principals who meet the eligibility criteria above, will be selected through a process that may include the consideration of the Principal Balanced Scorecard. The District agrees to pay up to 10 principal mentor/coaches three thousand dollars (\$3,000) for a stipend, and twenty-five hundred (\$2,500) for principal substitute coverage. This may be earned in addition to other stipends and performance-based compensation. The focus of the principal mentor/coach positions will be to mentor new principals to the profession and principals new to Seattle Public Schools. The District will allocate 10 mentor/coach principal stipends. The term for the principal mentor/coach is for two years, at which time eligible candidates must reapply for subsequent terms. Eligibility criteria must be maintained for each of the two years during a principal's term. The application process for these positions will begin in September of each school year. Determination is made by a committee made up of Directors of Schools, Executive Director of Schools and the PASS President (or designee). Appointments will be made by September of each school year.
- e. Assistant Principal Mentor and Coach: Assistant Principals who meet the eligibility criteria above, with the exception of the Balanced Scorecard are eligible to become a mentor/coach to peers. The District agrees to pay assistant principal mentor/coaches a three thousand dollar (\$3,000) stipend. The focus of the assistant principal mentor/coach positions is to serve as a mentor to new assistant principals and to support the professional development/learning of colleagues. The District will allocate 10 mentor/coach

assistant principal stipends. The term for the assistant principal mentor/coach stipend is for two years, at which time eligible candidates must reapply for subsequent terms. Eligibility criteria must be maintained for each of the two years during an assistant principal's term. The application process for these positions will begin in September of each school year. Determination is made by a committee made up of Directors of Schools, Executive Director of Schools, the PASS President, and one additional designee from the AP corps. Appointments will be made by September of each school year.

3. For the duration of this Agreement, there will be at least two (2) Principal Leadership Coaches.
4. All principals and assistant principals new to the District or who have not yet completed it will complete a State approved calibration plan (level I and II training) to support the implementation of the Charlotte Danielson Teaching Framework and the eight evaluative criteria for teachers.
5. Upon successful completion of the role and responsibility as PASS representative for the SPS/SEA bargaining team, the PASS member shall receive a \$2,500 stipend, payable after the conclusion of bargaining and training of PASS members.
6. Principals leading schools designated Focus or Priority Schools will receive a one thousand five hundred dollar (\$1,500) stipend in the first year a school is so designated by the State of Washington (Office of Superintendent of Public Instruction).

SECTION B: Administrator Contract

There shall be an Administrator Contract for regular assignments in conformity with Washington State law and rules, regulations, and procedures of SPS and the State Board of Education. Individual Administrative Contracts shall be in effect from July 1st to June 30th of each fiscal year.

1. Individual Administrative Contracts between SPS 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 1st to June 30th of each year.
2. There shall be Supplemental Contracts for any supplemental administrative assignments different from the current contract assignment.

SECTION C: Special Project Pay

All PASS members are eligible to receive stipends for serving on committees and taskforces described herein, up to the maximum number of PASS representatives specified for each committee or taskforce. Committee/taskforce members must have expertise needed and will be selected by the District from lists provided by PASS. All stipends for taskforces and committee work will be paid the pay cycle after the work is confirmed completed by the CAO.

1. On occasion, PASS leaders 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 principal special project. Compensation, according to this section, shall be received for such an assignment. Special Projects shall be limited to two (2) projects per PASS leader per school year.

The following criteria shall be used in considering whether an assignment is a Special Project that entitles the building principal to extra compensation:

- a. The Special Project is for work that is clearly and significantly beyond or outside the scope of a PASS leader's usual and normal duties.
- b. The Special Project is clearly defined in terms of goals, objectives, responsibilities, timelines, expected outcomes, and is related to a major District goal or objective or project.
- c. The Special Project is likely to substantially increase the workload of the PASS leader; 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. PASS leaders can be approved for a maximum of two different Special Projects in a school year; these may not be active simultaneously.
 - e. Procedure for applying for a Special Project pay: When in the judgment of a PASS leader, a supervisor or the superintendent/designee, and a proposed project/responsibility meets the criteria for Special Project pay, the following process shall be followed:
 - i. A written application addressing the criteria is submitted to the Executive Director of Schools. The Executive Director of Schools may add a signature of support and forward to the Superintendent for final approval.
 - f. Transfer of school site from one site to another.
 - i. Design Principal: The District agrees to pay the designated principal in recognition of the added workload involved in the design of new construction or major modernization projects authorized by the School Design Advisory Team (“SDAT”) process. The District agrees to pay the designated principal a one-time stipend of one thousand five hundred dollars (\$1,500) to be involved in the SDAT process, unless the principal is serving as a planning principal for the new construction or major modernization projects, as the SDAT planning process is considered part of the planning principal’s job responsibilities.
 - ii. Planning Principal: The process of opening a new building will include the hiring of a planning principal. The Planning Principal will be hired at least one (1) year in advance of the opening of the school site. The duties of the Planning Principal will include all work necessary for opening a fully staffed building on time. The Planning Principal will have limited evaluative responsibilities during the planning year and may be eligible for an additional stipend after their planning principal contract is complete. This stipend would be for moving the school into the new building, unpacking, and associated work to complete the remaining activation and occupancy processes. Completion of minor punch-list items will be exempt from stipend consideration.
 - iii. Transitional Principal: The District recognizes the increased workload involved in organizing the transfer of school operations from one school site to another. The District agrees to pay the designated principal up to five thousand dollars (\$5,000) per move.
 - iv. The District recognizes the increased workload for the designated principal in major modernization projects and main building additions and agrees to pay the designated principal up to five thousand dollars (\$5,000) as designated by the Director of Capital Projects and Planning.
 - v. All stipends in this section must be pre-approved by the Director of Capital Projects and Planning and reviewed by the Chief of Schools.
2. Outside Duties. A Director of Schools or the Executive Director of Schools will have the discretion to pay a PASS leader up to two thousand dollars (\$2,000) annually for duties outside of their normal job responsibilities. The SPS/PASS Workload Committee will develop guidelines for use by an Executive Director of Schools.
 3. PASS will be given copies of Special Projects approved for PASS members.
 4. Payment Policies
 - a. One-twelfth (1/12th) of the annual salary, at the applicable monthly rate of the administrator, shall be paid on the first duty day of the second contracted months 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 increasing 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. 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 consolidation, 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 SPS. 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 1st through 3rd year of employment as administrators shall be subject to reduction, as a first step in the reduction process.
 - iv. Experience in PASS administration in SPS and qualifications for positions will be used as a guide for selection to specific assignments.
 - v. Notice of the reduction in force will be provided to the designated administrator no later than May 15th of the current calendar year. If the omnibus appropriations act has not passed the legislature by May 15th, then notification shall be no later than June 15th.
 - b. 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 of open positions.
 - c. Certificated employees may be transferred to subordinate(d) certificated positions (including non-supervisory certificated positions) in accordance with RCW 28A.405.230 or 28A.405.245. 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 SPS-Seattle Education Association Collective Bargaining Agreement.
 - d. 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 at SPS. While in an employment pool, the individual may access human resource guidance in résumé preparation, use of District computers, and office space, when available, for the purpose of career transition.

SECTION E: Work Year

1. PASS leaders in SPS will be on an annual contract year. In work years where the work year contains 261 or 262 days, PASS leaders will be expected to work only 260 days. PASS leaders will work with their supervisors to determine a day(s) that will not be worked.

2. Per Diem

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

3. Annual Leave

a. PASS leaders 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. Use of Annual Leave is encouraged during school breaks (Winter, Mid-Winter, and Spring Breaks) as well as during the month of July. Use of leave during other months and times requires permission from the administrator's supervisor.

c. 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.

d. It is the responsibility of each PASS represented administrator to enter any annual leave used. Best practice is that it should be entered within one week of their return to work.

e. Annual leave is limited to forty-four (44) days, subject to the following:

i. Such Annual Leave shall be liquidated by SPS 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 1/219th 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 1st – June 30th.

f. 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.

g. Annual leave balances for each administrator will be examined each year on August 31st. 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.

h. When an administrator terminates employment or retires, the current balance of Annual Leave will be paid at the rate of 1/219th of the current salary for each day of accumulated leave to a maximum of thirty (30) days. The 30 Annual Leave days are available for cash out under this section by an employee or his/her estate. For TRS 1 employees, the 30 Annual Leave days available for cash out under this section by an employee or his/her estate shall be reduced by the Annual leave days cashed out in the prior two (2) years under Article II, Section E.4. Any balance of over thirty (30) days may be applied to scheduled annual leave prior to termination.

4. Annual Leave Cash Out

Each PASS member who has taken at least ten (10) days of Annual Leave is entitled to cash out up to ten (10) days of Annual Leave of his/her remaining leave balance at the end of the same school year. Annual Leave

cash out under this section will be at the rate of 1/219th of the current salary.

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
The day after Thanksgiving	Martin Luther King Day
The day before Christmas	Presidents' Day
	Memorial Day

A holiday falling on Saturday shall be taken on the preceding Friday. A holiday falling on Sunday shall be taken on the succeeding Monday. If two holidays fall on consecutive Friday/Saturday or Sunday/Monday, the succeeding Monday or preceding Friday shall be taken to ensure a four-day (Friday-Saturday-Sunday-Monday) weekend.

6. Personal Leave

Eligible employees will be provided with up to two (2) days of personal leave with pay to deal with personal business of an emergency nature. Any personal leave days that a PASS member does not use may accumulate to future years, up to a maximum of five (5) days. Personal leave may not be cashed out. When a PASS member leaves a PASS represented position, all personal leave days are forfeited. Best practice will be that use of personal days will be recorded within one week of its use.

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. Documentation from the attending medical provider may be required for each absence of five (5) days or more. In the case of an employee's illness or injury and return to duty following an absence of five (5) days or more, a statement from the treating medical provider certifying ability to return to work may be required.
- b. Best practice is that the employee will record the use of the sick leave time within one week of their return to work.
- c. 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 office of Superintendent of Public Instruction under that law.
- d. On or before January 15th of each year, employees may elect to be compensated at the rate of 4:1 at their per diem rate for sick leave accumulated in the previous year, which was earned and unused, and in excess of sixty (60) days.
- e. Employees who retire shall be entitled, upon written request to Payroll Services, to compensation for all unused sick leave up to one hundred eighty (180) days maximum at the ratio of 4:1 (at their per diem rate), subject to any VEBA forfeiture.

8. Enrollment in the VEBA III Sick Leave Conversion Medical Reimbursement Plan

- a. 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 the statute.

- b. It is understood that all eligible employees will be required to submit to SPS a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such an agreement to SPS, 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.
- c. 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, SPS will deposit sick leave conversion fund to the credit of each participating employee in the VEBA III Trust for Employees of Public School Districts in the State of Washington.
- d. The VEBA III plan may be renewed annually with the insurance carrier. A PASS Membership vote is required annually for continuation. Such vote will be conducted by the current PASS President (or designee) no later than September 1st of the current calendar year, with results communicated to the Assistant Superintendent of Human Resources (or their designee).

SECTION F: Employee Benefits

1. Leaves.

- a. Employees eligible for legally mandated leaves will be granted leaves for the period of time required by law consistent with applicable laws and regulations. These leaves include Federal Family and Medical Leave Act (FMLA), disability leave, workers’ compensation, and military leave.
- b. The Leave Office will provide employees with information about leave eligibility, procedures, applications and benefit eligibility.
- c. When on an approved leave of absence, the employee’s accrued leave, such as sick leave, annual leave, and personal leave, shall run concurrently with the approved leave of absence.
- d. When the employee’s applicable accrued leave has been exhausted, the leave of absence shall be leave without pay unless the employee is eligible for shared leave.
- e. Leaves of absence shall not be approved to exceed one full contract year, not later than June 30. Thereafter the employee’s position will be filled, and the employee shall have no right of return to the original position or an equivalent position. The employee may, however, apply for and be considered for positions for which the employee is qualified once the employee is able to return to work.
- f. For leaves granted after the end of the first semester, see the attached Memorandum of Understanding for Leave Guidelines for Certificated Administrators. Appendix F.
- g. An employee on an approved leave of absence must notify the District no later than February 1 that the employee will be returning to work for the following contract year effective July 1. If the employee fails to notify the District of the employee’s intent to return by February 1, or is unable to commit to being able to return to work on July 1, the District will fill the employee’s position and the employee will lose the right to return to the employee’s position or the equivalent position.
- h. In the event the employee is unable to return due to the employee’s personal medical condition, the employee will be considered for workplace accommodations under the Americans with Disabilities Act and the Washington Law Against Discrimination.

2. Liability Protection and Hold Harmless Provisions

- a. SPS 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 SPS arising from or out of the employee's performance or failure of performance of duties as agent for SPS; provided that SPS shall not be obligated to hold harmless or defend employees in connection with acts or omissions outside those performed as an agent of SPS 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 SPS immediate notice of any suit, claim, or action brought against the employee.
- b. SPS agrees to adopt such methods as it and SPS insurance carrier may deem appropriate to inform itself and correct safety and health hazards and deficiencies relating to school property, activities, and procedures. PASS agrees that it will support and assist SPS in all efforts to be informed of and to correct safety and health hazards and deficiencies.
- c. Specifications for staff coverage in SPS's liability protection shall be developed by SPS Insurance Review Committee involving employee organization representatives of which a PASS representative will be a part.

3. Group Insurance Provision

- a. Group insurance will be provided through the School Employees Benefits Board effective January 1, 2020.
- 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 SPS Personnel Procedures.

5. 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.

6. Cell Phone Allowance

SPS will provide a \$80 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 SPS. SPS 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 paperwork by the 15th of any given month will receive the allowance the following month.

7. Technology Allocation

The technology will be assigned by the Department of Technology Services ("DoTS") to the PASS leader, while they are an employee of the Seattle School District, with the understanding that should the employee separate from PASS and/or SPS, that they will return the laptop to the Director of Schools

8. Loss or Damage to Personal Property

SPS shall reimburse a PASS member for any certified loss or damage to personal property necessarily used in

the course of duty in transporting the PASS member to or from his or her place of assignment when the loss or damage is willfully and maliciously inflicted by students or persons known or unknown on school premises or while the PASS member is on duty at another District location, subject to the conditions listed below. Willfully and maliciously inflicted damage shall include loss or damage caused by hit and run.

- a. SPS shall reimburse first-dollar losses up to the limit of the employee's insurance deductible, not to exceed two-hundred fifty dollars (\$250). SPS shall pay hit and run losses up to the limit of the employee's collision insurance not to exceed two-hundred fifty dollars (\$250).
- b. SPS shall provide an additional pool of \$2,500 annually. This sum of money will be used to provide reimbursement to employees who have a deductible of more than \$250, but not more than \$500. If, for example, an employee incurs a loss of \$450 and he/she has a deductible of \$500, then the employee would be reimbursed for the first \$250 as a general reimbursement and up to \$200 from the \$2,500 reserve fund. It is understood that the \$2,500 is the maximum obligation on the part of SPS in providing reimbursement of claims in excess of \$250. Once the fund is exhausted for a contract year (July 1 – June 30), it shall not be replenished until the following contract year.
- c. There shall be no reimbursement for loss of cash.
- d. The use of personal equipment for instructional purposes must have prior approval of the employee's supervisor.
- e. 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 possibility before being eligible for reimbursement under this Section.
- f. A Notice of Loss and Claim for Reimbursement form must be filed with the SPS General Counsel's Office within twenty (20) days after the damage or loss.

SECTION G: Professional Growth

1. SPS will pay for any training required as a result of the evaluation process. Should any PASS member be placed on a Performance Improvement Plan, he or she will have access to additional professional development dollars up to \$500, to be used in a manner that is consistent with the plan.
2. SPS and PASS shall convene annually to review and appropriately adjust the long-range District-wide Professional Development Plan for PASS members.
3. State and national dues for PASS members will be paid for by SPS.
4. Professional Development:
 - a. \$500 will be designated during each year of the contract for each PASS member as an allocation for individual professional growth and development. The utilization of the \$500 is determined by each PASS member for his/her own professional development needs.

The amount of \$1,500.00 (three years allocation) will be frontloaded at the beginning of the 2019-20 school year. The \$1,500.00 if not used by the end of the third year of the contract 2021-22 will not roll over. All remaining funds must be spent or encumbered by June 30, 2022, with all funds spent by August 31, 2022.

Another allocation of \$1,000.00 will be allocation for the remaining two years of the five-year contract. The \$1,000.00 will be allocated in 2022-23 and any funds not used by the end of the 2023-24 school year will not roll over. All remaining funds must be spent or encumbered by June 30, 2024, with all funds spent by August 31, 2024. No carry forward will be allowed.

The purpose of professional development will be to support collaborative inquiry work and work aligned to the Strategic Plan that supports a PASS member's commitment to obtain the requisite skills to enhance

their work as instructional leaders with an emphasis on the elimination of the achievement gap.

Individual PASS members will submit their professional development plan to their Director of Schools or immediate supervisor to ensure that their plans to use their professional development funds are in alignment with goals and work as instructional leaders. Assistant Principals submit their plan to their building principal(s).

Once their professional development plan is approved the funds can be used in accordance to their approved plan without the Director of Schools approving each individual expenditure. Members are encouraged to monitor the professional development account in their building to make sure that proper expenditures are being charged to the PASS professional development budget coding.

Individual PASS members may pool their money to bring in outside resources such as guest speakers, trainers, or to send members to training, to becoming internal experts (train the trainer model). With a professional development plan submitted and approved by their Director of Schools, members may use the PD funds for tuition reimbursement or classes aligned to principal recertification.

- b. SPS will provide \$10,000 for targeted professional development to assistant principals for an 'Aspiring Principal Academy'. The Academy's program will be developed collaboratively between the District and PASS.
5. PASS members agree to collaboratively develop with their immediate supervisor an annual personal professional development plan. The individual plan will support the school's academic plan and/or professional development needs and interest of the PASS member.

SECTION H: Workload

1. SPS 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. SPS recognizes the challenges buildings face in addressing such issues as supervision and evaluation, special education program placement, special education/bilingual/homeless/free and reduced lunch enrollment levels, student health concerns and nursing needs, safety and security, drug/alcohol/mental health intervention needs, truancy, family and community engagement, new or additional federal and state requirements (e.g., ESSA and student learning plans), and new or additional District policies and initiatives. SPS will work with PASS to support buildings in meeting these challenges within the context of ongoing District budget constraints and inadequate state funding overall.
2. SPS will consider reasonable maximum evaluation loads, including both certificated and classified staff. In cases where the individual evaluation load is excessive, efforts will be made to provide support to reduce the workload. This may include redistribution of evaluations to other qualified evaluators, sharing evaluation duties between building administrators, flexibility in adjusting evaluation cycles from Comprehensive to Focused, providing additional personnel to help with evaluations or special project pay, if warranted.
3. The SPS/PASS Workload Committee will reconvene and work collaboratively to problem solve workload concerns. The Committee will meet every other month (or as mutually agreed) with the purpose of understanding and minimizing PASS workload. The Committee will plan for upcoming issues, simplify processes, develop joint communications, and other activities to provide support to PASS employees.
 - a. The SPS/PASS Workload Committee will consist of PASS Component Representatives and the SPS Chief of Schools and SPS-appointed designees.
4. Recognizing that some PASS leaders have certificated evaluation loads that sit outside a reasonable maximum evaluation load, SPS will provide a \$2,000 stipend for PASS leaders who evaluate more than 25.0 certificated employees. The stipend allocation will be determined by HR staff and will be paid out on June 1st of that year's evaluation cycle. In the event that more than 25 PASS leaders are eligible for the stipend, the amount of \$50,000 will be prorated. In buildings or programs where multiple PASS leaders are assigned, the certificated head count will be divided by the PASS head count of the building to determine the number of stipends to assign. For determination, whole numbers will be used. For example: 51 head count for two PASS leaders to evaluate would generate one stipend for the leader who has 26, and no stipend for the leader who has 25 headcount. Dividing it into two counts

of 25.5 headcount is not allowable. The building principal will make final decisions on headcount evaluation allocations.

ARTICLE III: EVALUATIONS

SECTION A: Evaluation Guidelines

1. Purpose
 - a. The purpose of the evaluation process is to support PASS leaders in becoming innovative instructional leaders.
 - b. The AWSP Leadership Framework, and the eight evaluative criteria represent the leadership standards for practice in Seattle Public Schools that all principals and assistant principals follow.
 - c. Given the assistant principal's unique role in the school, the AWSP Leadership Framework must be adapted to effectively evaluate the work of assistant principals. Our goal is to support assistant principals in becoming instructional leaders, who may become building principals, leading our schools. The principal is the evaluator of the assistant principal and it is important to take into account the assistant principal's scope of authority in relation to the criteria.
2. Goal
 - a. The goal of the Principal Performance Evaluation process is to improve teaching and learning by focusing Principal, Assistant Principal, and Executive Director, conversations on:
 - i. Creating a culture
 - ii. Ensuring School Safety
 - iii. Planning with Data
 - iv. Aligning Curriculum
 - v. Improving Instruction
 - vi. Managing Resources
 - vii. Engaging Communities
 - viii. Closing the gap
 - b. These goals will be accomplished by:
 - i. Generating regular reliable evidence of each PASS leader's instructional leadership; the extent to which actions are being taken that help strengthen the quality of teaching in all classrooms, and
 - ii. Providing consistent opportunities for PASS leaders to understand the evidence of their progress and work with Executive Directors and others, and develop, execute, and continuously revisit and improve plans for supporting their development as instructional leaders.
3. Guiding Principles:
 - a. In that school leader performance is central to raising student achievement outcomes and improving teacher effectiveness, we believe the evaluation process must be led by the following principles and ideals:

- i. Based upon clear standards for school leader practice that reinforces the central role of school leaders as instructional leaders within their school and the District;
- ii. Uses multiple measures of performance including student achievement scores, culture and climate of the building, but also measures of school leaders' practice noting all factors that affect performance;
- iii. Values mutual respect, shared accountability, and continuous improvement;
- iv. Fosters open and candid communication; built on the premise that the evaluation process is aimed at elevating the growth and development of school leaders;
- v. Establishes performance expectations consistent with the individual school's Continuous School Improvement Plan;
- vi. Provides differentiated support for school leaders.
- vii. Contains clear, consistent process and timelines;
- viii. Meets legal requirements and ensures due process;
- ix. Based on the State criteria for evaluating principals as stated in Senate Bill 5895;
- x. Considers the support and authority school leaders need to be effective.

4. Evaluative Criteria

- a. School leaders will be evaluated according to the School Board established evaluative criterion consistent with ESSB 5895 of Washington State. The parties recognize that ESSB 5895 provides minimum procedural standards and that in the spirit of mutual accountability and support, it is recognized that an evaluation system must hold student learning and student outcomes as the focus. In addition to the eight (8) evaluative criteria, student growth data is a substantial factor in evaluating the summative performance of certificated school leaders.
- b. The parties agree that the identified support and authority components for each of the eight (8) evaluative criteria in the AWSP Framework are "recommended components" for organizational effectiveness and are considered to be good examples of system considerations. As such, both parties will make a good faith effort to provide the conditions necessary for school leaders to excel in the profession. These components will not supersede evaluation ratings, but evaluators will take context into consideration.

SECTION B: The Role of the Evaluator

- 1. In the Principal Performance Evaluation Process, the evaluator is expected to:
 - a. Be led by the Principal Evaluation Guidelines.
 - b. Be fully familiar with the vision, goals, and total instructional program, as well as the Comprehensive School Improvement Plan, the School Performance Index, and the operational procedures of the school or program.
 - c. Ensure that decision-making relative to the total evaluation process is data-based.
 - d. Ensure that administrators have clarity of the performance expectations for school and/or programs for the school year.
 - e. Adhere to all timelines established in the evaluation process.
 - i. By October 1st of a given year, the evaluator will meet with the employee and discuss which

evaluation cycle will be used for the coming year, Comprehensive or Focused.

- ii. By November 15th of a given year, the evaluator and the employee will meet to establish goals for the coming year.
- iii. By February 15th of a given year, employees being evaluated using the Comprehensive evaluation process will receive a written mid-year evaluation:
 1. If the principal or assistant principal is designated as “interim”
 2. If the principal or assistant principal requests a written mid-year evaluation
 3. If the evaluator has specific performance concerns that need to be documented
- iv. By June 30th of a given year, the evaluator will provide a written evaluation of the employee’s performance for the preceding year. Unless mutually agreed upon between the employee and the evaluator, final evaluation meetings to discuss the evidence and artifacts collected by the employee will take place no later than five (5) work days prior to June 30th.
- f. Provide verbal or written feedback for each “formal” school or site visit or observation conducted as part of the evaluation process. The number of observations will be determined by the circumstances of each site. Examples might include: personal observations; information that has come to the evaluator’s attention; school/classroom visits; staff meetings; community meetings; parent conferences; faculty/parent advisory meetings; staff, student/parent conferences; general operations observations; administrative meetings, articulation committee meetings, etc.
- g. Maintain clear, concise documentation of all significant concerns about staff performance including action taken by the evaluator to apprise the staff member of the concerns and the suggestions for addressing the concerns. All concerns regarding a school leader’s performance should be put in writing and shared with the leader in a timely manner.
 - i. If concerns about an employee’s performance surface during a school/site visit or observation, the evaluator must provide this feedback to the employee.
 - ii. Written feedback can be documented in hardcopy, via email, or in another mutually agreed upon format.
 - iii. Oral feedback regarding a concern must be documented in hardcopy or electronically.
- h. Provide written recommendations for significant school/site successes in academic and community related activities.
- i. Develop a Support Plan or Performance Improvement Plan for, and in collaboration with, the administrator when performance issues are identified. The Plan should identify specific goals, expectations, timelines, and measure progress and accountability.
- j. Meet at regular intervals with a school leader who is on a Performance Improvement Plan and provide formal, written feedback on their performance. At a minimum, meetings will take place monthly.
- k. Maintain a file or portfolio or appropriate documentation or school/site performance evidence that was relied upon to evaluate a school leader who is on a Performance Improvement Plan.
- l. Apply all aspects of the evaluation process consistently and fairly to all schools/sites and all school leaders.

SECTION C: Implementation Guidelines for the Principal Performance Evaluation Process

1. The School Leader Evaluation Process

- a. The school leader evaluation process consists of two types of evaluations: a Comprehensive Evaluation, and a Focused Evaluation. The same evaluation instrument is used for both processes.

- b. Experienced school leaders will be evaluated on the Focused Evaluation except as follows:

School leaders in their first three years, new to Seattle Public Schools, new to a building, or who do not meet the performance schedule.

All school leaders, regardless of performance, must be evaluated on a Comprehensive Evaluation cycle once every four years.

- c. An experienced school leader is a person who has spent three or more consecutive years of employment as a principal with the District or who has been previously employed as a principal/assistant principal by another school district in the State of Washington for three or more consecutive school years and is in his/her second year of employment with the District. All other school leaders are referred to as new school leaders in the Evaluation process.

2. The AWSP Framework

- a. The AWSP Framework shall be used for all formal evaluations of a school leader. The evaluation framework is the mechanism for providing formal evaluations that are based on eight performance standards in eight domains.
- b. Each criterion has components within it. Criteria 3, 5, and 8 also have student growth rubrics. Performances on these are scored separately and make up the student growth impact rating.
- c. An overall summative score shall be derived by a calculation of all summative criterion scores combined with the student growth rubric scores in 3.4, 5.2, and 8.3. Collectively, these will be assessed to determine the school leader's overall student growth impact rating.
- d. A low student growth score in any of the rubric rows will result in an overall "low" student growth impact rating.
- e. School leaders with a preliminary summative evaluation rating of "Distinguished", but who received a "low" student growth rating will receive an overall "Proficient" rating.
- f. Any school leader who receives a "low" student growth impact rating will be returned to a comprehensive evaluation cycle and will have monthly conferences with his or her supervisor in order to focus on improving student growth. Working collaboratively, the school leader and supervisor will develop a professional development plan that the school leader will implement in order to address the areas of inquiry.

3. Evaluation Instruments

- a. The evaluation instrument is used for school leaders on the Comprehensive Evaluation cycle, for annual evaluations, mid-year evaluations, and for other formal evaluations done during the school year. Evaluators may do additional formal evaluations during the school year provided they have done at least two (2) formal observations and provided at least two (2) pieces of written feedback.
- b. A mid-year evaluation or an evaluation done at other times during the school year may be supplemented by a Written Status Report on Performance.
- c. Performance evaluations of school leaders should be based upon regular and consistent data, evidence, input, and visitations/observations. Information and data may be available from various resources: community/parents; staff; students; District personnel; self-assessments; portfolios; reflection; planned or unplanned visits and observations (formerly known as formal or informal visits and observations); and other information suggested by the evaluator and administrator.

4. Goal Setting

- a. Each year, the evaluation process will begin with a Goal Setting Conference between the evaluator and

the school leader. During the conference, the parties should establish goals related to student academic achievement, the CSIP, the District's Strategic Plan, School Performance Index, test data, the Principal Balanced Scorecard, and the eight criteria listed in the AWSP Framework. The Scorecard does not apply to assistant principals.

- b. A school leader on a focused evaluation cycle will choose one criterion. If criterion 3, 5, or 8 is chosen, the student growth rubric associated with the criterion will be used. If 1, 2, 4, 6, or 7 is chosen, a student growth rubric from 3, 5, or 8 must also be used.
- c. During the goal setting conference, the parties will collaborate on the Goal Setting Plan that captures the above considerations as well as other professional goals that the school leader would like to achieve. The plan will be used, in part, to measure accountability for the school year. The plan will be completed by November 15th of each school year.

5. Observations

- a. When an evaluator visits the school, planned or unplanned, for purposes of a performance observation, s/he will complete and provide the school leader with a written summary of the observation that includes:
 - i. Date and purpose of the observation
 - ii. Criterion or area of focus
 - iii. Specific observations and data collected
 - iv. Next steps and/or areas of concern
- b. There is no limit on the number of observations that may be completed within a school year. However, for school leaders on the Comprehensive evaluation cycle, a minimum of two performance observations must occur within a given school year, including one by January 31st of the evaluation year.

6. Performance Schedule for School Leaders

- a. School leaders in their first three (3) years in the District will be on a comprehensive evaluation cycle. By the end of the third year, performance must be fully proficient based on the summative evaluation. Any school leader who does not meet the performance schedule may be non-renewed.
- b. Any assistant principal who becomes a principal in the following year will be considered a new principal and will follow the performance schedule for principals in their first three (3) years.
- c. School leaders who meet the performance schedule, and are in their 4th year or beyond, may be on a focused evaluation cycle. Once every four years, all school leaders must be returned to a comprehensive cycle.
- d. Any school leader who receives an unsatisfactory rating in any one criterion is considered to be overall unsatisfactory.

SECTION D: Principal Balanced Scorecard

The Principal Balanced Scorecard will be defined by multiple measures of performance in the following three categories:

- 1. Leadership practice
- 2. Student achievement
- 3. School climate and culture

The Balanced Scorecard will report scores for each category of measures (e.g., student achievement) and for each individual measure within each category (e.g., student growth on state assessments, graduation rates, measures of college readiness).

Measures will be scored using normed statistical analysis on a 5-level scale whereby “Level 1” represents the lowest scoring range and “Level 5” represents the top scoring range.

The following specific measures are jointly agreed to be included in the Scorecard:

- AWSP summative evaluation rating
- Principal leadership survey of school staff
- Student growth on state assessments (e.g., based on value-added model)
- Graduation rates
- School climate surveys of students and school staff
- Student absenteeism rates

A Task Force comprised of three (3) District administrators and three (3) PASS members will jointly determine and agree upon the following:

- Any additional specific measures to be included in the Scorecard
- Survey questions included on school staff surveys for school climate and leadership
- The methodology used to determine cutpoints for 5-level scoring ranges

A summary overall score on the Balanced Scorecard will be generated for the purposes of selection criteria for Career Ladder positions or opportunities. While a principal’s overall rating on the scorecard will not preclude anyone from being eligible, the Balanced Scorecard, may in some cases, be given to principals who obtain Level 4 or Level 5 overall scores averaged over two or more years. For the purposes of determining the summary overall score, the following weights shall be applied:

1. Leadership practice = 60%
2. Student achievement outcomes = 20%
3. School climate and culture = 20%

SECTION E: District Support and Training for the Evaluation Process

1. The District will provide Leadership/Professional Development opportunities for school leaders.
 - a. The District recognizes that it has an obligation to provide, when possible and appropriate, reasonable assistance to a school leader on a Support Plan (SP) and Performance Improvement Plans (PIP), including payment for required training.
 - b. The need for, as well as, the form of, reasonable assistance will be determined by the supervisor/evaluator after consulting with the school leader. Reasonable assistance may include such things as, specific suggestions, mentoring, coaching, training for areas of greatest need, and appropriate feedback.
 - c. Annual trainings on the AWSP framework and the evaluation process will be provided for “new” school leaders and will be optional for those who have had the training previously. It is intended that both evaluators and administrators shall share similar understandings and skill development. Training components may include such things as an overview of the process and instrument; how to conduct a goal-setting conference; purpose and design of Support Plans and Performance Improvement Plans; how to organize and develop a performance portfolio, reflection, and how to provide actionable feedback.
2. Support and Performance Improvement Plans
 - a. Support Plans (SP) and Performance Improvement Plans (PIP) are designed to assist school leaders in improving their performance. A Support Plan shall be developed and used when a school leader’s

performance is rated “Basic” in any of the criterion. A PIP shall be developed and used prior to recommending that a school leader be non-renewed for performance deficiencies.

- b. A Performance Improvement Plan (PIP) shall be created whenever a school leader receives an “Unsatisfactory” on the rating of any mid-year, annual, or other formal evaluation. For school leaders who receive a rating of “Unsatisfactory” on a mid-year or other formal evaluation, the PIP shall be initiated and implemented within fifteen (15) days of the formal evaluation.
- c. For school leaders that receive a rating of “Unsatisfactory” on an annual evaluation, the PIP shall be initiated and implemented by August 15. An “Unsatisfactory” rating in any of the eight (8) evaluative criteria results in an overall summative evaluation rating of “Unsatisfactory”.
- d. Support Plans and Performance Improvement Plans shall be the product of a collaborative effort between the school leader and evaluator, with recognition that should there be any disagreement about the final contents of the SP or PIP, the Superintendent shall have the final decision. The Revised Codes of Washington (RCWs) will be adhered to when developing a PIP.
- e. The evaluator and the school leader shall agree on the length of time that a school leader has to improve performance related to the school leader’s Support Plan or Performance Improvement Plan, recognizing that the RCW for teachers states that a PIP shall be in place for sixty (60) days.
- f. The evaluator shall specify, on the SP or PIP, the days or dates that he or she will provide formal feedback to the school leader. The date the SP or PIP is to begin, and the length of the SP or PIP shall be specified on the form. At the conclusion of the time period specified, the evaluator may remove the school leader from the SP or PIP, extend the SP or PIP, or recommend to the Superintendent a change in assignment or non-renewal. An “Unsatisfactory” evaluation rating at the conclusion of the PIP period must precede a non-renewal recommendation.
- g. Although most experienced school leaders will be on the Focused Evaluation cycle in most years, if, at any time, an evaluator develops performance concerns (including principal Balanced Scorecard results), he or she may take action to place the school leader on the Comprehensive Evaluation cycle prior to January 31st of each school year. The purpose of such actions is to provide support, monitoring, and additional feedback in areas of growth. Placing an experienced school leader on the Comprehensive Evaluation cycle may be done only if the action is preceded by a formal observation. The decision to move a school leader from the Focused Evaluation cycle to a Comprehensive Evaluation cycle must be documented in writing.
- h. School leaders do not have the right to appeal an evaluator’s decision to place them on the Comprehensive Evaluation cycle.

3. Appeal of Evaluation

- a. A school leader has the opportunity to appeal any formal evaluation (a mid-year, an annual, or a formal evaluation done at other times during the school year).
- b. To appeal, the school leader must send a written notice to the evaluator and evaluator’s supervisor seeking an appeal within five (5) working days of receipt of the evaluation.
- c. The evaluator’s supervisor or a designee if he/she is unavailable shall hear the appeal within fifteen (15) working days of receiving the school leader’s written request for an appeal and render a decision within fifteen (15) working days after the hearing. The fifteen (15) day time frame noted in this paragraph shall apply in each instance unless mutually agreed otherwise between the employee and the central administrator hearing the appeal.
- d. In addition, within ten (10) days of receipt of an evaluation a school leader may submit a rebuttal statement to his or her personnel file for any evaluation in which he or she disagrees.
- e. Nothing in this evaluation process is meant to limit the Superintendent’s authority to remove school

leaders for cause unrelated to performance deficiencies, or to limit the Superintendent's authority to transfer school leaders to subordinate certificated positions as allowed under state law.

4. Representation

- a. A member of PASS is entitled to have a representative present at any meeting with his/her evaluator regarding notification, development, progress and/or final determination of a Performance Improvement Plan (PIP), or appeal of any formal evaluation pursuant to Article III, Section A-E.
- b. If the PASS member desires to have a representative present at any meeting as noted above, the PASS member must make arrangements for such representation and must notify their evaluator in advance of the name of the individual who will accompany him/her at such a meeting. This provision applies solely to the PIP process and the formal evaluation process. It does not otherwise apply to any other aspect of the formal evaluation process.

PASS Salary Schedule 2019-2020 Appendix A
 Effective July 1, 2019 through June 30, 2020

APPENDIX A

2019-20 PASS Salary Schedule

Effective July 1, 2019 through June 30, 2020

Grade		Step 11	Step 12	Step 13	Job Code	SAP Title
029	Hourly Equivalent	\$ 59.56	\$ 60.95	\$ 62.41	15001058	Asst Principal Elementary
029	Monthly Equivalent	\$ 10,323.73	\$ 10,564.67	\$ 10,817.73		
029	Annual Salary	\$ 123,885	\$ 126,776	\$ 129,813		
030	Hourly Equivalent	\$ 62.21	\$ 63.66	\$ 65.19	15001059	Asst Principal Middle School
030	Monthly Equivalent	\$ 10,783.07	\$ 11,034.40	\$ 11,299.60	15001057	Asst Principal- Alt School
030	Annual Salary	\$ 129,397	\$ 132,413	\$ 135,595	15023752	K-8 Assistant Principal
031	Hourly Equivalent	\$ 64.99	\$ 66.53	\$ 68.10	15001060	Asst Principal High School
031	Monthly Equivalent	\$ 11,264.93	\$ 11,531.87	\$ 11,804.00	15023632	Assistant Principal Interagency
031	Annual Salary	\$ 135,179	\$ 138,382	\$ 141,648		
032	Hourly Equivalent	\$ 67.14	\$ 68.63	\$ 70.20	15001754	Elementary Principal I
032	Monthly Equivalent	\$ 11,637.60	\$ 11,895.87	\$ 12,168.00	15001795	Alternative School Principal I
032	Annual Salary	\$ 139,651	\$ 142,750	\$ 146,016	15023118	SPS Skills Center School Principal
033	Hourly Equivalent	\$ 69.66	\$ 71.22	\$ 72.82	15001755	Middle School Principal
033	Monthly Equivalent	\$ 12,074.40	\$ 12,344.80	\$ 12,622.13	15001796	Alt School Principal II
033	Annual Salary	\$ 144,893	\$ 148,138	\$ 151,466		
034	Hourly Equivalent	\$ 75.07	\$ 76.76	\$ 78.48	15001756	High School Principal
034	Monthly Equivalent	\$ 13,012.13	\$ 13,305.07	\$ 13,603.20	15023634	Interagency Principal
034	Annual Salary	\$ 156,146	\$ 159,661	\$ 163,238		
035	Hourly Equivalent	\$ 68.40	\$ 69.93	\$ 71.51	15023633	K-8 Principal <i>*blended rate of Middle School & Elementary Principal</i>
035	Monthly Equivalent	\$ 11,856.00	\$ 12,121.20	\$ 12,395.07		
035	Annual Salary	\$ 142,272	\$ 145,454	\$ 148,741		

260 days; 2080 hours

The 2019-20 PASS Salary Schedule includes a contractual increase of 5.4% inclusive of the IPD.

260 days/2080 hours. The 2020-21 PASS salary schedule shall be increased by the estimated legislative inflationary increase (IPD) of 2.1%, as determined by the legislature.

260 days/2080 hours. The 2021-22 salary schedule increase shall be determined by the salary survey methodology set forth in Appendix B.

APPENDIX B

PASS COMPENSATION METHODOLOGY

A compensation study will be conducted through direct inquiry with the following school districts:
Highline, Lake Washington, Northshore, Edmonds, Tacoma, Bellevue, Renton, Kent, Federal Way, and Issaquah.

Compensation range data will be requested for the following job titles:

- Principals of High School, Middle School, Elementary
- Assistant Principals of High School, Middle School, Elementary

The school district range maximums will be the comparison points.

An overall average for each individual school district's reported compensation for all job titles will be calculated.

The value of the 3rd, 4th, and 5th position will be calculated as follows:

3rd position: average of the 2nd and 3rd highest compensation

4th position: average of the 3rd and 4th highest compensation

5th position: average of the 4th and 5th highest compensation

Seattle's pay at the range maximum for each title will be indicated.

An overall average for Seattle's reported compensation for all job titles will be calculated and applied to all positions on the administrative salary schedule.

APPENDIX C

Individual and PASS 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 the 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 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:

Informal Step:

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 a 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 form 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 or designee, by filing a request for the Superintendent to review the complaint with a copy to the Director of Labor Relations. The Superintendent or designee will review the complaint and respond in writing to the PASS member and the PASS President within fifteen (15) working days.

Formal Step 4:

If the grievance is not adjusted to the satisfaction of the complainant under Step 3, within thirty (30) working days after the receipt of the copy of the Step 3 response by the PASS President, the parties will utilize the services of the Federal Mediation and Conciliation Service (FMCS) or one of the local county (Pierce, King, or Snohomish County) mediation services. The third party will function as a mediator. If a mediated settlement is not reached, the mediator will issue an advisory opinion and recommended resolution. Costs of the mediator will be shared equally by the parties.

APPENDIX D

Guidelines for Administrative Handling of Program Complaints

In order to increase communication and trust between SPS 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 SPS 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 SPS'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.

PASS members are entitled to Association representation during investigatory meetings. PASS members may request representation to ensure proper due process rights are protected whether the investigation is being conducted by SPS, an investigator contracted by SPS, the Seattle Ethics and Election Commission, or any other external agencies that have notified the district of a complaint regarding the PASS member.

If a complaint has been made against a PASS represented employee, the District will act in good faith to notify the employee in a timely manner regardless of whether SPS has begun an investigation.

At the conclusion of an investigation, the appropriate parties will be notified in a timely manner as to the results.

1. Complaints About Building/Program Issues.

The Seattle School District believes that Principals 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 Senior leaders should refer complaints or problems about a building/program to the Principal 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. It is recommended that when handling complaints that the Principal refer to the HR Investigation Manual.

In handling a complaint, it is recommended that the Principal 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 Senior Leaders;
- e. Make a determination and communicate the determination to the person(s) involved.

If the person complaining is not satisfied with how the Principal handled the matter, he or she may pursue the issue with the Principal supervisor. The supervisor, after looking into the matter, may agree to the Principal 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. 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

The Seattle School District believes the 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, and Senior leaders staff should refer complaints or problems about a Principal to the Principal with the expectation that the 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 Principal handled the matter, he or she may pursue the issue with the Principal supervisor. The supervisor, after looking into the matter, may agree to the Principal 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. 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, and Senior leaders, 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.

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 Complaints and Keeping Principals in the Loop

It is very important for the Principal 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 E

MEMORANDUM OF UNDERSTANDING CONCERNING INVESTIGATIONS

The Seattle School District reiterates its belief that Principals, Assistant 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 emergent circumstances exist, the Board of Directors, Superintendent, and other senior staff should refer complaints about a Principal, Assistant Principal, or Program Manager to the identified Principal, Assistant Principal, or Program Manager with the expectation that they will address the complaint collaboratively, if appropriate, and in a manner that best meets the needs of the educational setting.

However, the parties agree that, the current HIB policy (SPS Board Policy 5207), as well as other policies, has created the unintended consequence of escalating the above-referenced complaints to HR for investigation before allowing Principals, Assistant Principals, and/or Program Managers the opportunity to address them in an expeditious and appropriate manner as outlined in the PASS Collective Bargaining Agreement. And because of the increased number of complaints not investigated at the school leadership level, the volume of complaints investigated by HR has impacted its ability to conduct and complete investigations in a timely manner.

The parties agree that investigations should be conducted and completed in a timely manner.

APPENDIX F

MEMORANDUM OF UNDERSTANDING
between
SEATTLE SCHOOL DISTRICT No. 1
and
PRINCIPALS' ASSOCIATION OF SEATTLE SCHOOLS

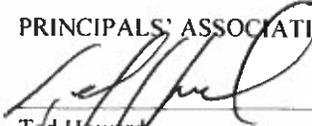
REGARDING: LEAVE GUIDELINES FOR CERTIFICATED ADMINISTRATORS

1. Employees eligible for legally mandated leaves will be granted leaves for the period of time required by law consistent with the applicable laws and regulations. These leaves include Federal Family and Medical Leave (FMLA), disability leave, workers' compensation leave, and military leave.
2. The Leave Office will provide employees with information about leave eligibility, procedures, applications, and benefit eligibility.
3. When on an approved leave of absence, the employee's accrued leave, such as sick leave, annual leave, and personal leave, shall run concurrently with the approved leave of absence. The employee may use paid leave and the employee's accrued leave balance will be debited when the employee qualifies to use that type of leave for the particular type of leave of absence.
4. When the employee's applicable accrued leave has been exhausted, the leave of absence shall be leave without pay unless the employee is eligible for shared leave. Once all accrued or shared leave is exhausted, the leave shall be unpaid.
5. Leaves of absence shall not be approved to exceed one full contract year. Thereafter the employee's position will be filled, and the employee shall have no right to return to his/ her original position or an equivalent position. The employee may, however, apply for and be considered for positions for which he/she is qualified once the employee is able to return to work.
6. Leaves of absence approved after the first semester shall be extended to the next contract year in the event the employee is unable to return to the position by July 1.
7. An employee on an approved leave of absence must notify the District that he/she will be returning to work for the following contract year by February 1. If the employee fails to notify the District of his/her intent to return by February 1 or is unable to commit to being able to return to work on July 1, the District will fill the employee's position and the employee will lose his/her right of return to his/her position or an equivalent position.
8. In the event that an employee is unable to return to his/her position by the end of the approved leave of absence and the reason for the employee's leave of absence is his/her personal medical condition, the employee will be considered for workplace accommodations under the Americans with Disabilities and the Washington Law Against Discrimination if the employee is disabled as defined by law.
9. In the event that an employee is unable to return to his/her position by the end of the approved leave of absence and the reason for the employee's leave of absence is a reason other than his/her personal medical condition, the District will fill the employee's position and employee's contract with the District will be terminated or nonrenewed.

This memorandum shall become effective when signed by both parties.

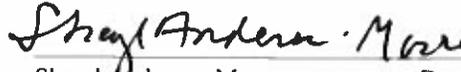
This memorandum made this 8th day of July 2019.

PRINCIPALS' ASSOCIATION


Ted Howard
President, Principals' Association

7-8-2019
Date

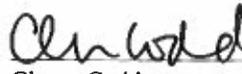
SEATTLE SCHOOL DISTRICT NO. 1


Sheryl Anderson-Moore
Chief Negotiator, Seattle Public Schools

7-2-19
Date


Spencer Welch
Executive Director, Principals' Association

7-2-2019
Date


Clover Codd
Chief Human Resources Officer

7-8-19
Date