

# School Board Briefing/Proposed Action Report



**Informational** (no action required by Board)     **Action Report** (Board will be required to take action)

**DATE:** ~~May 20~~ September 15, 2016  
**FROM:** Dr. Larry Nyland, Superintendent  
**LEAD STAFF:** Dr. Clover Codd, Assistant Superintendent for Human Resources,  
(206) 252-0027, [clcodd@seattleschools.org](mailto:clcodd@seattleschools.org)

## I. TITLE

Approval of the 2016-2019 Collective Bargaining Agreement with ~~between the District and~~ the Principals' Association of Seattle Schools (PASS).

**For Introduction:** June 15, 2016  
**For Action:** ~~July 6~~ September 21, 2016

## II. WHY BOARD ACTION IS NECESSARY

School Board action is necessary because state law requires that the ~~s~~School Boards fix salaries for all ~~District~~ employees and approve benefit and leave policies (RCW 28A.400.200; RCW 28A.400.300). In addition, Board Policy No. 5020 (Collective Bargaining) requires that collective bargaining agreements be approved by the School Board.

## III. FISCAL IMPACT/REVENUE SOURCE

This agreement covers wages and benefits for approximately 200 administrators represented by PASS principals, assistant principals, and Certificated Program Administrators Component (CPAC) members of the District, for the period of beginning July 1, 2016 through June 30, 2019, and ending on \_\_\_\_\_. The fiscal impact \_\_\_\_\_. Length of contract will be bargained. The Collective Bargaining Agreement ("CBA") provides for increases in pay and staffing as summarized in the attached document. The revenue source for this motion is from the general operating budget.

Expenditure:     One-time     Annual     Other Source

## IV. POLICY IMPLICATION

Approval of this action complies with School Board Policy No. 5020 (Collective Bargaining). This policy was adopted in October 2011 and provides that all collective bargaining agreements must be approved by the Board.

## V. RECOMMENDED MOTION

I move that the Seattle School Board approve the 2016-2019 Collective Bargaining Agreement with the Principals' Association of Seattle Schools ~~(PASS) in the form attached to the Board Action Report~~, and authorize the Superintendent to execute the Collective Bargaining agreements in the form as attached to the Board Action Report and to create salary schedules in conformance with the salary increases listed in the financial impact section with any minor

additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contract. ~~terms of this agreement.~~

## **VI. BOARD COMMITTEE RECOMMENDATION**

This motion was discussed at the Executive Committee on June 2, 2016. The Committee moved this item forward to the full Board with a recommendation for consideration.

## **VII. BACKGROUND INFORMATION**

Discussions and negotiations with PASS began in the spring. The negotiations were held in an Interest-Based Bargaining (“IBB”) style, with assistance from a Public Employment Relations Commission (“PERC”) facilitator.

The members of PASS ratified the three-year CBA on September 2, 2016. The CBA is now before the School Board for approval.

Many of the more significant recommended changes are summarized in the attachment. ~~The 2013-2016 collective bargaining agreement between Seattle School District No. 1 and the Principals’ Association of Seattle Schools expires on June 30, 2016. The parties have been in negotiations using Interest-Based Bargaining since May 26, 2016.~~

~~This agreement is being brought to the Board for approval as required by statute and Board policy.~~

## **VIII. STATEMENT OF ISSUE**

Whether the Seattle School Board should approve and ratify the 2016-2019 CBA ~~collective bargaining agreement~~ with the Principals’ Association of Seattle Schools. ~~upon its completion.~~

## **IX. ALTERNATIVES**

If the Board does not approve this motion ~~upon completion of negotiations~~, the terms and conditions specified in the 2013-2016 Collective Bargaining Agreement would remain in effect and the parties would need to continue bargaining. The 2013-2016 Collective Bargaining Agreement would remain in effect until a new Collective Bargaining Agreement is agreed upon and ratified or until the parties declare impasse and participated in fact finding.

## **X. RESEARCH AND DATA SOURCES / BENCHMARKS**

Not Applicable

## **XI. TIMELINE FOR IMPLEMENTATION / COMMUNITY ENGAGEMENT**

The CBA will be implemented immediately upon approval. Pay raises will be effective upon approval of the CBA. The negotiation process was a closed-door discussion between the two bargaining parties. ~~timeline is as yet undetermined. The current contract will expire on June 30,~~

~~2016. The new Collective Bargaining Agreement will go into effect when negotiations are completed and the School Board has approved the contract and PASS has ratified it.~~

## **XII. ATTACHMENTS**

- Summary of Changes and Fiscal Impact
- PASS contract (Clean) ~~(to be attached upon completion of negotiations)~~
- PASS contract (Redline)

SPS/PASS Negotiations 2016  
 Summary of changes, financial offer

TOPIC	OFFER	INTEREST
Technology	3 year cycle – laptop	Tools needed for role
Cell Phone	\$80/month stipend (increase from \$50/month)	Tools needed for role
JSCEE Badge	All PASS members	Tools needed for role
CPAC	<p>Grandfather all current CPAC members. As positions open, they will be advertised as non-represented and moved to the non-rep salary schedule. After the end of the contract, everyone is non-rep.</p> <ul style="list-style-type: none"> <li>• <b>Move all to Grade 70</b></li> <li>• <b>Grandfather 10 cash out days for life of contract only</b></li> <li>• <b>Move all over on September 1, 2016</b></li> <li>• <b>Minimum placement on non-rep salary schedule will not be lower than what would have earned with PASS raise for life of the contract</b></li> <li>• <b><u>Notify of choice by October 1<sup>st</sup>.</u></b></li> <li>• <b><u>Additional Step is provided to all (2.5% in addition)</u></b></li> </ul>	Attract and retain leaders; equity at central office
Individual PD	\$500 each year all PASS members; conditions – tied to inquiry goal, aligned to district initiatives, share with inquiry team, and supervisor approval.	Professional growth of individuals and capacity of corps
Individual PD	Up to \$500 additional support for principals or assistant principals on PIPs	Professional growth of individuals and capacity of corps
Balanced Scorecard	60% Leadership Practice 20% Student Achievement 20% Culture & Climate	Used to guide professional growth and collaborative problem solving; moved from

		compensation to evaluation section
<b>Workload</b>	\$2,000 stipend for evaluators who have over 25 certificated evaluations <b>(total value not to exceed \$50,000)</b>	Acknowledgement of workload
<b>Workload</b>	<b>Proposed salary schedule (from PASS 8/1/16 proposal: K-8 principal salary schedule; K-8 assistant principal salary schedule; no more stipends.</b>	Acknowledgement of workload
<b>Workload</b>	Interagency Principal moved to HS Principal Salary Schedule	Acknowledgement of workload
<b>Workload</b>	Skills Center moved to elementary principal salary	Acknowledgement of workload
<b>Workload</b>	PASS/SPS working group to address system wide workload concerns	Acknowledgement of workload
<b>Workload</b>	<b>SPS will hire one SPED Supervisor; principals would need to evaluate school psychologists</b>	Acknowledgement of workload

### Salary Increase

2016-2017	2017-2018	2018-2019
1.48%	1.43%	3.22%
+1.8% COLA	+1.2% COLA (estimated; TBD by state legislature*)	+1.2% COLA (estimated; TBD by state legislature*)
=3.28%	=2.63%	= 4.42%

**Total over 3 years = 10.33 (includes COLA)**

### Conditions for Compensation Package

\*\*Compensation package is considered to be all items grouped together for a total package.

\*\*Should legislature decrease funding for SPS the parties agree to reopen the contract.

# **COLLECTIVE BARGAINING AGREEMENT**

**2016-2019**

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**SEATTLE PUBLIC SCHOOLS**

**and**

**PRINCIPALS' ASSOCIATION OF  
SEATTLE SCHOOLS**

**2016-2019**  
**COLLECTIVE BARGAINING AGREEMENT**  
**between**  
**SEATTLE PUBLIC SCHOOLS**  
**and**  
**PRINCIPALS' ASSOCIATION OF SEATTLE SCHOOLS**

**Published by**  
**Seattle Public Schools**

**PRINCIPALS' ASSOCIATION OF  
SEATTLE SCHOOLS**

**SEATTLE PUBLIC SCHOOLS**

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Michelle Landwehr  
Paula Montgomery  
Spencer Pan  
Anitra Pinchback-Jones  
Vicki Sacco  
Brian Vance  
Keven Wynkoop

**SPS Negotiating Team**

Clover Codd  
Eric Anderson  
Erinn Bennett  
Stefani Coverson  
Misa Garmoe  
Jon Halfaker  
Michael Starosky

In witness thereof, the parties hereto have executed this Agreement the \_\_\_\_\_ day of  
September, 2016.

**PRINCIPALS' ASSOCIATION OF  
SEATTLE SCHOOLS**

**SEATTLE PUBLIC SCHOOLS**

\_\_\_\_\_  
Keven Wynkoop, President

\_\_\_\_\_  
Larry Nyland, Superintendent

\_\_\_\_\_  
Spencer Welch, Ed.D., Chief Negotiator

\_\_\_\_\_  
Clover Codd, Ph.D., Chief Negotiator



**2016-2019**  
**COLLECTIVE BARGAINING AGREEMENT**  
**between**  
**SEATTLE PUBLIC SCHOOLS**  
**and**  
**PRINCIPALS' ASSOCIATION OF SEATTLE SCHOOLS**

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**SPS/PASS**  
**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, central office 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, non-violent, and free of discrimination, intimidation and harassment.

The structures that follow are created to support this commitment by providing the opportunity and responsibility to jointly lead these 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, assistant principals, and other certificated administrators compensated according to the PASS Administrative Salary Schedule. PASS is recognized as the organization duly authorized to represent these employees under the provisions of Chapter 41.59 RCW, as amended.
- b. Other job categories in addition to the aforementioned may be added as provided in Chapter 41.59 RCW, as amended.

#### 2. Definitions

- a. "District" 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, Seattle Association of Secondary School Principals, and the Certificated Program Administrators Component ("CPAC").
- 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, 2019, 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, 2019:

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, 2019. SPS Team will submit any new District proposals to the PASS Negotiation Team no later than April 15, 2019.
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, 2019.
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, 2019. 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. Pass Through  
  
During the term of the Contract, if the State Legislature authorizes salary adjustments/COLA and SPS accepts such funds, such money shall be applied to each step of the salary.
4. 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.
5. Except as otherwise provided in this Collective Bargaining Agreement, this Agreement is complete in and of itself and sets forth all terms and conditions of all the agreements between 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.
6. 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 B at the end of this document.

Elementary School Principals and Assistant Principals  
 Alternative K-8 Principals\*<sup>1</sup> and Assistant Principals  
 Middle School Principals and Assistant Principals  
 High School Principals and Assistant Principals  
 Alternative High School Principals and Assistant Principals  
 Certificated Program Administrators and Supervisors\*\*

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

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<sup>1</sup> \*,\*\* See Salary Schedule Footnotes

The PASS Administrative Salary Schedule will include a market increase of 1.48% plus state legislature-determined COLA for all PASS members during 2016-2017.

- a. The PASS Administrative Salary Schedule will include a market increase of 1.43% plus state legislature-determined COLA for all PASS members during 2017-2018.
- b. The PASS Administrative Salary Schedule will include a market increase of 3.22% plus state legislature-determined COLA for all PASS members during 2018-2019.

2. Leadership Opportunities and Incentive pay. Effective September 1, 2016:

- 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. Low performing/low growth schools are defined as schools identified as level one schools of segmentation index for two years or more. 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. Should any leader on the Focused evaluation cycle wish to apply for Career Ladder positions – and have never had a Comprehensive evaluation rating, they must have received an overall rating of "Proficient" or above (applies to 2016-2017 school year only).
- 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 Executive Directors of Schools, Chief of Schools and the PASS President (or designee). Appointments will be made by December 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



Executive Directors of Schools, Chief of Schools, the PASS President, and one additional designee from the AP corps. Appointments will be made by December 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 1<sup>st</sup> to June 30<sup>th</sup> 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 1<sup>st</sup> to June 30<sup>th</sup> of each year.
2. There shall be Supplemental Contracts for any supplemental administrative assignments different from the current contract assignment.

## SECTION C: Provisions for Supplementary Contracts/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 supplemental contract/principal special project. Compensation, according to this section, shall be received for such an assignment. Supplemental contracts/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 supplemental contract/special project that entitles the building principal to extra compensation:

- a. The supplemental contract/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 supplemental contract/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 supplemental contract/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 supplemental contracts/special projects in a school year; these may not be active simultaneously.
  - e. Procedure for applying for a supplemental contract/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 supplemental contract/special project pay, the following process shall be followed:
    - i. A written application addressing the criteria is submitted to the Chief of Schools. The Chief 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 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. An Executive Director of Schools or the Chief 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 supplemental contracts approved for PASS members.
  4. Payment Policies

- a. One-twelfth (1/12<sup>th</sup>) 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 1<sup>st</sup> through 3<sup>rd</sup> year of employment as administrators shall be subject to reduction, as a first step in the reduction process.
    - iv. Experience in PASS administration in 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 15<sup>th</sup> of the current calendar year. If the omnibus appropriations act has not passed the legislature by May 15<sup>th</sup>, then notification shall be no later than June 15<sup>th</sup>.
  - 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.

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 accrued prior to June 30, 1982, is limited to forty-four (44) days, subject to the following:
  - i. Such Annual Leave shall be liquidated by 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 1/219<sup>th</sup> of the employee's annual salary in effect at the time of his/her termination or death.
  - iii. A maximum of thirty (30) days may be liquidated where no more than thirty (30) days were earned in any two (2) consecutive year period, July 1<sup>st</sup> – June 30<sup>th</sup>.
- 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 or while on other extended leaves such as Study or Sabbatical Leave.
- g. Annual leave balances for each administrator will be examined each year on August 31<sup>st</sup>. 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 1/219<sup>th</sup> of the current salary for each day of accumulated leave to a maximum of thirty (30) days. 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 1/219<sup>th</sup> 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.
- 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 Superintendent of Public Instruction under that law.
- d. On or before January 15<sup>th</sup> 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).
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 1<sup>st</sup> of the current calendar year, with results communicated to the Assistant Superintendent of Human Resources (or their designee).

## SECTION F: Employee Benefits

- 1. It is understood and agreed that the rules and regulations of the Certificated Personnel Handbook regarding leave provisions shall be applied to employees of the PASS bargaining unit. It is also agreed that SPS will consult with PASS prior to any anticipated changes in leave policy. The purpose of this consultation is to develop and maintain leave policies acceptable to both parties. Both parties maintain their respective position regarding the negotiability of leaves. Should any final order or ruling determine that leaves are not a mandatory subject of bargaining, then this paragraph shall be deleted from the Agreement with the expiration of the Agreement unless it is negotiated to remain.
- 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. SPS's monthly contribution for the period October 1, 2013 through June 30, 2016, for all who participate in SPS insurance programs, shall be the same as that provided to the majority of SPS's certificated staff. This contribution includes the premium for SPS-paid dental insurance plan.
- b. PASS members shall not lose any salary during the contract year because of an on-the-job injury.
- c. PASS shall have the right to designate one or more representatives to any district constituted Group Insurance Review committee.

### 4. Other Employee Benefits

Other employee benefits related to leaves of absence, compensatory time, or overtime will be as provided by Board policy, administrative regulations, or 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 15<sup>th</sup> of any given month will receive the allowance the following month.

### 7. Technology Allocation

Recognizing the role that mobile technology plays role in the work PASS leaders perform, SPS will provide a portable computer to all PASS leaders to be used in performing the leadership, evaluation, and operational work as part of their leadership role. Leadership technology will be provided using a tiered rollout on a three-year cycle, with the first year of rollout (Tier 1) beginning immediately after contract ratification. 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 they separate from PASS and/or SPS, that they will return the laptop to the Executive Director of Schools or their immediate supervisor for CPAC members. If an employee changes job sites within the District, the assigned technology will move with them. As part of the allocation process, current PASS members with technology purchased using previous PASS technology funds will return the technology to the District as their tiered cycle activates. This only applies to laptop technology. The new technology roll-out will take place as follows:

- a. For purposes of consistency in purchasing, SPS will work purchasing to provide three options for PASS leaders to choose from as their tiered cycle activates.

- b. New Principals and Assistant Principals who have not utilized prior PASS funds to purchase technology, as well as CPAC members who have not utilized prior PASS funds to purchase technology, will be in Tier 1.
- c. Current Principals, Assistant Principals, and CPAC members who purchased technology using PASS funds prior to June 30, 2014, as well as newly hired PASS leaders in year two of this Agreement, will be in Tier 2.
- d. Current Principals, Assistant Principals, and CPAC members who purchased technology using PASS funds starting July 1, 2014, as well as newly hired PASS leaders in year three of this Agreement, will be in Tier 3.

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. Beginning with the 2000-2001 school year, state and national dues for PASS members will be paid for by SPS.



4. Professional Development/Technology Allocations:
  - a. \$500 will be designated during each year of the contract for each PASS member as a technology allocation or for individual professional growth and development. The utilization of the \$500 is determined by each PASS member for his/her own technology or professional development needs. 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 requests to access their annual PD allocation to their Executive Director (school/program staff) or immediate supervisor (CPAC), including the use of the RFPL process. The funds may roll over into the second and third year of the contract, but all remaining funds must be spent or encumbered by June 30, 2019, with all funds spent by August 31, 2019. No carryforward will be allowed.
  - b. SPS will provide \$10,000 for targeted professional development to assistant principals and CPAC members 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 a technology plan and/or an annual personal professional development plan. The individual plan will support the school/department academic plan as well as the technology needs 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 CPAC managers and 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 1<sup>st</sup> 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 FTE count will be divided by the PASS FTE count of the building to determine the number of stipends to assign. For determination, whole numbers will be used. For example: 51 FTE for two PASS leaders to evaluate would generate one stipend for the leader who has 26 FTE, and no stipend for the leader who has 25 FTE. Dividing it into two counts of 25.5 FTE is not allowable. The building principal or program manager will make final decisions on FTE evaluation allocation.

## **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. CPAC leaders are evaluated on the CPAC Performance Rubric.
  - d. 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.
- b. While many of the guiding principles for building leaders align to the work of CPAC leaders, the SPS and PASS recognize the unique responsibilities of CPAC members.

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.
- c. CPAC will utilize the CPAC Performance Rubric.

## 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. CPAC evaluation guidelines and timelines will follow the same timelines as school leader evaluations.
  - f. Adhere to all timelines established in the evaluation process.
    - i. By October 1<sup>st</sup> 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 15<sup>th</sup> of a given year, the evaluator and the employee will meet to establish goals for the coming year.
    - iii. By February 15<sup>th</sup> 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 30<sup>th</sup> 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 30<sup>th</sup>.
  - g. 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.
  - h. 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.

- i. Provide written recommendations for significant school/site successes in academic and community related activities.
- j. 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.
- k. 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.
- l. 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.
- m. 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.
- d. CPAC leaders will utilize the current 2015 evaluation process for the duration of this Agreement.

### 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 s 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 15<sup>th</sup> 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 31<sup>st</sup> 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 4<sup>th</sup> 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 31<sup>st</sup> of each school year. The purpose of such actions are 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.

Grade		Step 11	Step 12	Step 13	Job Title
029	Hourly	\$51.78	\$52.99	\$54.25	Assistant Principal, Elementary
	Monthly	\$8,975.20	\$9,184.93	\$9,403.33	
	Annual	\$107,702	\$110,219	\$112,840	
030	Hourly	\$54.08	\$55.34	\$56.67	Assistant Principal, Middle School Assistant Principal, Alternative School
	Monthly	\$9,373.87	\$9,592.27	\$9,822.80	
	Annual	\$112,486	\$115,107	\$117,874	
031	Hourly	\$56.49	\$57.83	\$59.20	Assistant Principal, High School Assistant Principal, Interagency
	Monthly	\$9,791.60	\$10,023.87	\$10,261.33	
	Annual	\$117,499	\$120,286	\$123,136	
032	Hourly	\$58.36	\$59.66	\$61.02	Elementary Principal Alternative School Principal I SPS Skills Center School Principal
	Monthly	\$10,115.73	\$10,341.07	\$10,576.80	
	Annual	\$121,389	\$124,093	\$126,922	
033	Hourly	\$60.55	\$61.91	\$63.31	Middle School Principal Alternative School Principal II
	Monthly	\$10,495.33	\$10,731.07	\$10,973.73	
	Annual	\$125,944	\$128,773	\$131,685	
034	Hourly	\$65.25	\$66.73	\$68.22	High School Principal Interagency Principal
	Monthly	\$11,310.00	\$11,566.53	\$11,824.80	
	Annual	\$135,720	\$138,798	\$141,898	
035	Hourly	\$59.46	\$60.79	\$62.17	K-8 Principal*
	Monthly	\$10,306.40	\$10,536.93	\$10,776.13	
	Annual	\$123,677	\$126,443	\$129,314	

\*New as of 9/1/2016

260 days/2080 hours

The 2016-17 PASS Salary Schedule includes a 1.8% COLA, effective September 1, 2016, and a contractual increase of 1.48%.

Grade		Step 11	Step 12	Step 13	Job Title
029	Hourly	\$52.52	\$53.75	\$55.03	Assistant Principal, Elementary
	Monthly	\$9,103.47	\$9,316.67	\$9,538.53	
	Annual	\$109,242	\$111,800	\$114,462	
030	Hourly	\$54.85	\$56.13	\$57.48	Assistant Principal, Middle School Assistant Principal, Alternative School
	Monthly	\$9,507.33	\$9,729.20	\$9,963.20	
	Annual	\$114,088	\$116,750	\$119,558	
031	Hourly	\$57.30	\$58.66	\$60.05	Assistant Principal, High School Assistant Principal, Interagency
	Monthly	\$9,932.00	\$10,167.73	\$10,408.67	
	Annual	\$119,184	\$122,013	\$124,904	
032	Hourly	\$59.19	\$60.51	\$61.89	Elementary Principal Alternative School Principal I SPS Skills Center School Principal
	Monthly	\$10,259.60	\$10,488.40	\$10,727.60	
	Annual	\$123,115	\$125,861	\$128,731	
033	Hourly	\$61.42	\$62.80	\$64.22	Middle School Principal Alternative School Principal II
	Monthly	\$10,646.13	\$10,885.33	\$11,131.47	
	Annual	\$127,754	\$130,624	\$133,578	
034	Hourly	\$66.18	\$67.68	\$69.20	High School Principal Interagency Principal
	Monthly	\$11,471.20	\$11,731.20	\$11,994.67	
	Annual	\$137,654	\$140,774	\$143,936	
035	Hourly	\$60.31	\$61.66	\$63.06	K-8 Principal
	Monthly	\$10,453.73	\$10,687.73	\$10,930.40	
	Annual	\$125,445	\$128,253	\$131,165	

260 days/2080 hours

The 2017-18 PASS Salary Schedule includes a contractual increase of 1.43% and the State pass-through (TBD) effective September 1, 2017.

Grade		Step 11	Step 12	Step 13	Job Title
029	Hourly	\$54.21	\$55.48	\$56.80	Assistant Principal, Elementary
	Monthly	\$9,396.40	\$9,616.53	\$9,845.33	
	Annual	\$112,757	\$115,398	\$118,144	
030	Hourly	\$56.62	\$57.94	\$59.33	Assistant Principal, Middle School Assistant Principal, Alternative School
	Monthly	\$9,814.13	\$10,042.93	\$10,283.87	
	Annual	\$117,770	\$120,515	\$123,406	
031	Hourly	\$59.15	\$60.55	\$61.98	Assistant Principal, High School Assistant Principal, Interagency
	Monthly	\$10,252.67	\$10,495.33	\$10,743.20	
	Annual	\$123,032	\$125,944	\$128,918	
032	Hourly	\$61.10	\$62.46	\$63.88	Elementary Principal Alternative School Principal I SPS Skills Center School Principal
	Monthly	\$10,590.67	\$10,826.40	\$11,072.53	
	Annual	\$127,088	\$129,917	\$132,870	
033	Hourly	\$63.40	\$64.82	\$66.29	Middle School Principal Alternative School Principal II
	Monthly	\$10,989.33	\$11,235.47	\$11,490.27	
	Annual	\$131,872	\$134,826	\$137,883	
034	Hourly	\$68.31	\$69.86	\$71.43	High School Principal Interagency Principal
	Monthly	\$11,840.40	\$12,109.07	\$12,381.20	
	Annual	\$142,085	\$145,309	\$148,574	
035	Hourly	\$62.25	\$63.64	\$65.09	K-8 Principal
	Monthly	\$10,790.00	\$11,030.93	\$11,282.27	
	Annual	\$129,480	\$132,371	\$135,387	

260 days/2080 hours

The 2018-19 PASS Salary Schedule includes a contractual increase of 3.22% and the State pass-through (TBD) effective September 1, 2018.

## APPENDIX B

### 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 formal conference at Step 2 shall occur within fifteen (15) working days of the receipt of the written complaint by the Director of Labor Relations.
- c. A written response shall be mailed/given to the complainant by the designated Central administrator within fifteen (15) working days after the formal conference, and copies shall be filed with the Director of Labor Relations and the PASS President.

**Formal Step 3:**

If the grievance is not adjusted to the satisfaction of the complainant under Step 2, within fifteen (15) working days after the receipt of the copy of the Step 2 response by the PASS President, the PASS President may, within that time constraint, submit the complaint on behalf of the PASS member, to the Superintendent 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 C

### 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 and Program Managers are empowered to and should address complaints about or concerning their buildings/programs in a fair, expeditious, and appropriate manner. Therefore, unless exigent or extenuating circumstances exist, the Board of Directors, Superintendent and Senior leaders should refer complaints or problems about a building/program to the Principal/Program Manager with the expectation that he or she will address the complaint(s) collaboratively, if appropriate, timely, and in a manner that best meets the needs of the educational setting. It is recommended that when handling complaints that the Principal/Program Manager refer to the HR Investigation Manual.

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

- a. Review the problem/concern with the complainant(s);
- b. Make prompt contact with the person(s) involved;
- c. Investigate further, if necessary;
- d. If necessary or appropriate, refer, get advice from, or work collaboratively with Human Resources or Central Administration on the matter; notify the complainant if the matter has been referred to Human Resources or 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/Program Manager handled the matter, he or she may pursue the issue with the Principal/Program Manager's supervisor. The supervisor, after looking into the matter, may agree to the Principal/Program Manager's determination, amend it further, or institute a different action or resolution. The supervisor may also utilize steps a. – e. above. The supervisor should then communicate his or her decision to the complainant as well as the Principal/Program Manager. The matter should end there unless there is another procedure in place to address the complainant's issue (e.g., grievance procedure, etc.).

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



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

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

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

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

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

**APPENDIX D**

**MEMORANDUM OF UNDERSTANDING  
CONCERNING 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 3207), 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. The District is currently in the process of revising SPS Board Policy 3207 which will address the above-referenced concerns shared by the parties. The parties further agree if, by May 1, 2017, PASS representatives believe the revised policy has not resolved the concerns related to investigations, they may submit a written request to the Executive Director of Labor and Employee Relations or the Assistant Superintendent of Human Resources to bargain a formal investigation process with the District.

Signed for the PRINCIPALS' ASSOCIATION OF SEATTLE SCHOOLS:

\_\_\_\_\_  
President

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

Signed for SEATTLE SCHOOL DISTRICT NO.1:

\_\_\_\_\_  
Superintendent's Designee

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

**APPENDIX E**

**MEMORANDUM OF UNDERSTANDING  
CONCERNING  
CERTIFICATED PROGRAM ADMINISTRATORS COMPONENT**

This Memorandum of Understanding (“MOU”) is entered into by the Seattle School District No. 1 (“District”) and the Principals’ Association of Seattle Schools (“PASS”). The purpose of the MOU is to set forth the parties’ mutual understandings and expectations regarding the exiting of the Certificated Program Administrators Component (“CPAC”) from the PASS membership.

1. All current CPAC members that wish to remain PASS-represented for the life of this Agreement will be grandfathered into the PASS membership for the duration of this Agreement, with the mutual understanding that by June 30, 2019, all CPAC members will have fully transitioned to non-represented status.
2. As CPAC leaders move up and out of their current positions with the District, the positions currently designated as CPAC will be advertised as non-represented, and moved to the non-represented salary schedule, and treated as non-represented employees.
3. In recognition of this move:
  - a. All CPAC members will be moved to Grade 70 of the non-represented salary schedule, effective October 1, 2016.
  - b. A member’s minimum placement on the non-represented salary schedule will not be lower than what the member would have earned with the negotiated PASS raise for the life of this Agreement.
  - c. Each CPAC member will be placed on the Grade 70 salary schedule on the step closest to their salary. An additional step on the salary schedule will then be provided to each member, which equates to an additional two-and-a-half percent (2.5%) raise.
  - d. All CPAC members, whether they choose to stay in PASS or exit immediately, will have access to ten (10) annual leave cash-out days for the life of this Agreement. This offer will expire on June 30, 2019.

All current CPAC members will notify the Human Resources Department of their intent to stay a member of PASS for the life of this Agreement (expiring on June 30, 2019), or to immediately exit PASS in exchange for the above stipulations, by October 1, 2016.

Signed for the PRINCIPALS’ ASSOCIATION OF SEATTLE SCHOOLS:

\_\_\_\_\_  
President

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

Signed for SEATTLE SCHOOL DISTRICT NO.1:

\_\_\_\_\_  
Superintendent’s Designee

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

**COLLECTIVE BARGAINING AGREEMENT**

**20136-20196**

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**SEATTLE PUBLIC SCHOOLS**

and

**PRINCIPALS' ASSOCIATION OF  
SEATTLE SCHOOLS**

**201~~36~~-201~~96~~**

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**SEATTLE PUBLIC SCHOOLS**

**and**

**PRINCIPALS' ASSOCIATION OF SEATTLE SCHOOLS**

**Published by  
Seattle Public Schools**

**PRINCIPALS' ASSOCIATION OF  
SEATTLE SCHOOLS**

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Spencer Welch  
Julie Breidenbach  
Jolene Grimes  
Heather Johnson  
Michelle Landwehr  
Paula Montgomery  
Spencer Pan  
Anitra Pinchback-Jones  
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**SPS Negotiating Team**

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~~Clover Codd~~ Eric Anderson  
~~Joe Paperman~~ Erinn Bennett  
~~Michael Tolley~~ Stefani Coverson  
~~Elaine Williams~~ Misa Garmoe  
~~Eric Anderson~~ Jon Halfaker

Michael Starosky

In witness thereof, the parties hereto have executed this Agreement the 29th day of ~~October~~September, 20136.

PRINCIPALS' ASSOCIATION OF SEATTLE SCHOOLS

SEATTLE PUBLIC SCHOOLS

Gerrit Kischner~~Keven Wynkoop~~, President

Jose Banda~~Larry Nyland~~, Superintendent

Spencer Welch, Ed.D., Chief Negotiator

Ferry Meisenburg~~Clover Codd~~, Ph.D., Chief Negotiator

~~20136-20169~~20136-20196

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**SEATTLE PUBLIC SCHOOLS**

**and**

**PRINCIPALS' ASSOCIATION OF SEATTLE SCHOOLS**

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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 for children 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, central office administrators, and the School Board.

Because of our collaborative site-based decision making structure in Seattle, the District and PASS recognize that often school leaders/principals 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 isprocedures, is understood to be under the discretion and full authority of building administrators.

Commented [CC1]: This addition is per John Cerqui

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

- ~~• A culture that supports performance-based compensation~~
- 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 formalizing that all PASS leaders/members, including principals, assistant principals, and CPAC members/employees, 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, non-violent, and free of discrimination, intimidation and harassment.

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

- Three (3) PASS ~~administrators~~ leaders will be selected to provide additional SPS representation on all district negotiation teams for SEA bargaining.
  - PASS bargaining team ~~leaders~~ administrators will be jointly appointed by the PASS president and SPS negotiator.
  - PASS ~~leadership~~ administrator 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 ~~administrator~~ 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, assistant principals, and other certificated administrators compensated according to the PASS Administrative Salary Schedule. PASS is recognized as the organization duly authorized to represent these employees under the provisions of Chapter 41.59 RCW, as amended.
- b. Other job categories in addition to the aforementioned may be added as provided in Chapter 41.59 RCW, as amended.

#### 2. Definitions

- a. "District" 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, Seattle Association of Secondary School Principals, and the Certificated Program Administrators Component ("[CPAC](#)").
- 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, 201~~6~~<sup>9</sup>, the existing Agreement will continue in force until a new agreement between PASS and SPS has been reached and the a-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, 2019:

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, 201~~6~~<sup>9</sup>. SPS Team will submit any new District proposals to the PASS Negotiation Team no later than April 15, 201~~6~~<sup>9</sup>.
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, 201~~6~~<sup>9</sup>.
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, 2019~~6~~. 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.~~ Pass Through

~~3.~~

During the term of the Contract, if the State Legislature authorizes salary adjustments/COLA and SPS accepts such funds, such money shall be applied to each step of the salary.

~~3.4.~~ 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.

~~5.~~ Except as otherwise provided in this Collective Bargaining Agreement, this Agreement is complete in and of itself and sets forth all terms and conditions of all the agreements between 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.

~~4.6.~~ Should the Legislature decrease funding for SPS the parties agree to reopen the contract.

Commented [GAR2]: Levy cliff language.

## 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 B at the end of this document.

Elementary School Principals and Assistant Principals  
Alternative K-8 Principals\*<sup>1</sup> and Assistant Principals  
Middle School Principals and Assistant Principals  
High School Principals and Assistant Principals  
Alternative High School Principals and Assistant Principals  
Certificated Program Administrators and Supervisors\*\*

<sup>1</sup> \*,\*\* See Salary Schedule Footnotes

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

The PASS Administrative Salary Schedule will include ~~an increase of the Principal Cells by \$3,200 during 2013-2014 and a market increase of 1.485% plus state legislature-determined COLA for all PASS members during 2016-2017, assistant principals and CPAC members. Principals who received combined Performance Increments in September 2012 and September 2013 in excess of \$3,200 shall not be penalized. Additionally, previously agreed to furloughs will no longer be imposed during 2013-2014.~~

- a. The PASS Administrative Salary Schedule will include ~~an increase of \$2,200 for principal cells during 2014-2015 and a market increase of 1.8243% plus state legislature-determined COLA for all PASS members during 2017-2018, assistant principals and CPAC members.~~
- b. The PASS Administrative Salary Schedule will include ~~a COLA, or a 2% market increase, or equivalent to SEA increase, whichever is greater for 2015-2016 a market increase of 3.22% plus state legislature-determined COLA for all PASS members during 2018-2019.~~

~~2. Balanced Scorecard Bonus. Effective September 1, 2014, a bonus of individual and group components (75%-25% respectively) can be earned annually based on performance as measured on the Balanced Scorecard for individuals and group growth as determined by student achievement targets. Maximum individual awards for principals will be \$7,500 based on demonstrated effectiveness. Effectiveness is determined by the principal Balanced Scorecard. The principal Balanced Scorecard will be defined by multiple measures of performance including the AWSP Leadership Framework summative scores, school climate surveys, student growth on state assessments, graduation rate (if applicable), the aggregate and subgroup performance on state tests versus similar schools statewide, and indicators of college readiness. The achievement award shall apply to principals within the Seattle Public School District. Excluded from this award are assistant principals, principals on special assignment, program managers, supervisors, and others not serving in the principal role. The evaluation year for determining the achievement award shall be September — June. An achievement award of up to seven thousand five hundred dollars (\$7,500) may be earned annually. The award will be paid, in full, on December 1 of the following academic year. The award amount will be a lump sum payment and not added to an administrator's base pay.~~

~~3. School level, or "team based" bonus awards up to \$2,000 will be determined by the aggregate achievement levels. Methodology will be collaboratively determined by SPS and PASS. Assistant principals are included in the team based awards.~~

~~4. The bonus award amount will be a lump sum payment and not added to an administrator's base pay.~~

~~5. The Balanced Scorecard formula will be designed by a Task Force comprised of three (3) District administrators and three (3) PASS members. The individual portion of the Balanced Scorecard will be comprised of the following factors: 50% Student Achievement Measures; 40% AWSP Evaluation Rubric; and 10% Surveys. The Task Force has the responsibility to develop the procedures and to choose the specific measures. The Balanced Scorecard section of the CBA will be reopened for bargaining prior to the third year of the agreement (2015-2016).~~

~~6. New administrators, hired subsequent to July 2013, shall have an entry based salary established as set forth in this plan.~~

~~7.2. Leadership Opportunities and Incentive pay. Effective September 1, 2016:~~

- 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 ~~(as defined by the results from principal's evaluation and~~

~~effectiveness Balanced Scorecard may be used in the selection of candidates~~); 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.~~ Low performing/low growth schools are defined as schools identified as level one schools of segmentation index for two years or more. The one-time incentive will be paid out in two equal installments, the first being in ~~September~~August at the end of the first year of their assignment to the school, and the second being in ~~September~~August at the end of the second ~~of the third~~ year of their assignment to the school. If the principal chooses to leave the school ~~during after the start of the second full the school~~ year, the ~~second~~ payment for that year will not take place.

- b. ~~Principal Professional~~PASS Professional Support. ~~Principals and assistant principals~~PASS leadership ~~is~~ ~~are~~ are entitled to appropriate professional development support and the parties agree that career ladder opportunities, such as mentor ~~principal and assistant principals~~ships, are an appropriate human capital strategy for growing leadership capacity in the District.
- c. To be ~~eligible~~considered for any Career Ladder positions or opportunities, ~~an administrator~~a PASS leader, in addition to meeting position-specific criteria, must be rated overall "Proficient" or above on their most recent Comprehensive evaluation rating. ~~Should any principal/leader on the Focused evaluation cycle wish to apply for Career Ladder positions – and have never had a Comprehensive evaluation rating (applies to 2016-2017 school year only), they must have received an overall rating of "Proficient" or above (applies to 2016-2017 school year only). "Distinguished" in Criterion 5 on the AWSP Framework and must be at least "Proficient" in all other domains.~~
- d. Principal Mentor and Coach: Principals ~~who who are rated Distinguished in Domain 5 meet the eligibility criteria above, will be selected through a process that may include~~ the consideration of the Principal Balanced Scorecard. ~~(Supervision and Evaluation) on the AWSP Leadership Framework, and Proficient or above in all other domains, and are deemed to be "effective" under the principal effectiveness Balanced Scorecard, are eligible to become a mentor/coach o peers.~~ 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~~2013. Determination is made by a committee made up of Executive Directors of Schools, ~~Executive Director of Leadership Development~~Chief of Schools and the PASS President (or designee). Appointments will be made by December ~~2013~~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 rated Distinguished in Domain Criterion 5 (Supervision and Evaluation) ~~on the AWSP leadership Framework, and Proficient or above in all other domains,~~ are eligible to become a mentor/coach to peers. The District agrees to pay assistant principal mentor/coaches a three thousand dollars (\$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 ~~2013~~of each school year. Determination is made by a committee made up of Executive Directors of Schools, ~~Executive Director of Leadership Development~~Chief of Schools, the PASS President, and one additional designee from the AP corps. Appointments will be made by December ~~2013~~of each school year.

~~f. CPAC Administrators. The District agrees to pay two (2) Distinguished CPAC administrators to mentor and coach new CPAC members by providing three thousand dollars (\$3,000) annual bonus. This may be earned in addition to stipends.~~

~~To be eligible for subsequent year's bonus, CPAC administrators must maintain Distinguished status.~~

~~g. During 2013-2014 there will be one (1) HR Consulting Principal. During 2014-2015 an additional HR Consulting Principal will be added so there will be two (2). For the duration of this Agreement, there will be at least two (2) HR Consulting Principals/Principal Leadership Coaches.~~

~~3. For the duration of this Agreement, there will be at least two (2) Principal Leadership Coaches.~~

~~— All principals and assistant principals new to the District or who have not yet completed it will complete a District/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. -~~

~~4. —~~

~~9. Time in the school leader professional development calendar will be dedicated to these efforts. A basic level of proficiency will be determined annually through a collaboratively agreed upon process through PASS Resolution.~~

~~10.5. 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.~~

~~11.6. Principals leading schools designated Focus or Emerging Schools/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: Principal Balanced Scorecard

~~1. SPS will offer individual principal effectiveness awards up to a maximum of \$7,500 each year. Five award tiers of \$1,500, \$3,000, \$4,500, \$6,000, and \$7,500 will be determined based on summative scores on a multiple measures principal effectiveness Balanced Scorecard that includes a weighted combination of the following elements:~~

- ~~40%: Ratings of leadership practice/competencies (e.g., AWSP framework)~~
- ~~10%: Perceptions of stakeholders (e.g., peer, staff, student, and family surveys)~~
- ~~30%: Student growth based on value-added model~~
- ~~20%: Other student outcomes (e.g., achievement gaps, college readiness, graduation rates)~~

~~2. The specific elements to be included (e.g., survey questions) in the effectiveness Balanced Scorecard will be collaboratively determined and jointly communicated by SPS and PASS.~~

~~3. SPS will offer group student achievement awards up to a maximum of \$2,000.~~

~~a. Three award tiers of \$500, \$1,000, and \$2,000 will be determined from student achievement data aggregated at the elementary, middle, and high school level.~~

~~b. All principals and assistant principals in a group earn the same award regardless of their individual achievement.~~

~~c. For the purposes of determining group awards, schools will be organized in roughly equal size groupings (e.g., 10-15 schools each).~~



~~4. Both parties agree that a value-added model will be included as a core component for both the individual awards and the group awards. SPS and PASS will, in partnership, continue to examine and refine the value-added methodology with respect to the variables included and how results are scored.~~

~~5. Both parties also agree to work in partnership to build an awards system that simultaneously:~~

~~a. Allows for the possibility that all principals can receive an award each year;~~

~~b. Manages overall system costs by establishing rigorous thresholds for each award tier.~~

### SECTION ~~BC~~: 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 1<sup>st</sup> to June 30<sup>th</sup> 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 1<sup>st</sup> to June 30<sup>th</sup> of each year.
2. There shall be Supplemental Contracts for any supplemental administrative assignments different from the current contract assignment.

### SECTION ~~CD~~: Provisions for Supplementary Contracts/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, ~~building principals~~ 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 supplemental contract/principal special project. Compensation, according to this section, shall be received for such an assignment. Supplemental contracts/~~principal~~ special projects shall be limited to two ~~(2)~~ projects per ~~principal~~ PASS leader per school year.

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

- a. The supplemental contract/~~principal~~ special project is for work that is clearly and significantly beyond ~~or outside or outside~~ the scope of a PASS leader's ~~principal's~~ usual and normal duties.
- b. The supplemental contract/~~principal~~ special project is clearly defined in terms of goals, objectives, responsibilities, timelines, expected outcomes, and is related to a major District goal or objective ~~or project.~~
- c. The supplemental contract/~~principal~~ special project is likely to substantially increase the workload of the ~~PASS leader~~ building principal; for example, it could last for two to three months. Also, the option to offset this extra responsibility with additional help has been reviewed.

- d. ~~PASS leaders/principals~~ can be approved for a maximum of two different supplemental contracts/~~principal~~ special projects in a school year; these may not be active simultaneously.
- e. Procedure for applying for a supplemental contract/~~principal~~ special project pay: When in the judgment of a ~~PASS leader/principal~~, a supervisor or the superintendent/~~designee~~, ~~and~~ a proposed project/responsibility meets the criteria for supplemental contract/~~principal~~ special project pay, the following process shall be followed:
  - i. A written application addressing the criteria is submitted to the ~~supervisor~~ Chief of Schools. The ~~supervisor~~ Chief of Schools may add a signature of support and forward to the Superintendent for final approval.

~~f. Opening or Closing a School. For up to two (2) years, the District agrees to pay principals a total of five thousand dollars (\$5,000) annually to either comprehensively close a school or open a school building. 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 agrees to pay the designated principal up to five thousand dollars (\$5,000) as designated by the Director of Capital Projects and Planning.~~

~~f.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. ~~An The region~~ Executive Director ~~of Schools or the Chief of Schools~~ will have the discretion to pay ~~principals and/or assistant principals a total of up to 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 the region~~ Executive Director ~~of Schools~~.
- 3. PASS will be given copies of supplemental contracts approved for PASS members.
- 4. Payment Policies

- a. One-twelfth (1/12<sup>th</sup>) 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.
- d. ~~Contingent upon agreement with all other SPS unions and adoption of a paperless system (pay stubs will no longer be sent to employees via hardcopy), the District will change the pay date for employees from the first duty day of the month to the last duty day of the month starting the last duty of September 2015.~~

**Commented [GAR3]:** Our Deputy Superintendent and Asst Supt of Budget and Finance have requested this come out – they can explain why. We also need to take it out of SEA's contract next round of negotiations.

**SECTION DE: Provision for Adversely Affected Administrators**

~~1. Each adversely affected employee represented by PASS shall be listed and given notice of any job classifications represented by PASS for three years so that he/she may apply and receive full consideration or open positions.~~

2.1. 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 1<sup>st</sup> through 3<sup>rd</sup> year of employment as administrators shall be subject to reduction, as a first step in the reduction process.
  - iv. Experience in PASS administration in SPS and qualifications for positions will be used as a guide for selection to specific assignments.

iv.v. Notice of the reduction in force will be provided to the designated administrator no later than May 15<sup>th</sup> of the current calendar year. ~~If the omnibus appropriations act has not passed the legislature by May 15<sup>th</sup>, then notification shall be no later than June 15<sup>th</sup>.~~

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.

b-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.

e-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 ~~EE~~: Work Year

1. ~~PASS leaders~~ Administrators in SPS will be on an annual contract year.

2. ~~Per Diem~~

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

2-3. ~~Annual Leave~~

a. ~~PASS Leaders~~ Administrators represented by PASS shall be granted twenty-eight (28) vacation days per year. Annual leave days will accumulate at the rate of 2.33 days per month per the employee's effective hire date.

b. ~~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.~~

a-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.~~

b-e. Annual leave accrued prior to June 30, 1982, is limited to forty-four (44) days, subject to the following:

- i. Such Annual Leave shall be liquidated by 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 1/219<sup>th</sup> of the employee's annual salary in effect at the time of his/her termination or death.
- iii. A maximum of thirty (30) days may be liquidated where no more than thirty (30) days were earned in any two (2) consecutive year period, ~~July 1 - June 30~~ July 1<sup>st</sup> - June 30<sup>th</sup>.

**Commented [GAR4]:** Language from MOU concerning annual leave, Appendix D.

e-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 or while on other extended leaves such as Study or Sabbatical Leave.

e-g. Annual leave balances for each administrator will be examined each year on August 31<sup>st</sup>. Annual leave in excess of thirty (30) days accumulation will be lost. Upon approval by the supervisor, an exception to the thirty (30) day maximum accrual limitation may be permitted.

e-h. When an administrator terminates employment or retires, the current balance of Annual Leave will be paid at the rate of 1/219<sup>th</sup> of the current salary for each day of accumulated leave to a maximum of thirty (30) days. ~~The 30 Annual Leave days available for cash out under this section by an~~ No 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 ~~receive reimbursement for more than thirty (30) Annual Leave days at the time of termination, less the number of Annual Leave days, if any, cashed out upon a termination during the prior two (2) years.~~ Any balance of over thirty (30) days may be applied to scheduled annual leave prior to termination.

#### 3-4. Annual Leave Cash ~~o~~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 1/219<sup>th</sup> of the current salary.

#### 4-5. 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.

#### 5-6. 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.

#### 6-7. 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.

a.b. ~~Best practice is that~~ the employee will record the use of the sick leave time within one week of their return to work.

b.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 Superintendent of Public Instruction under that law.

e.d. On or before January 15<sup>th</sup> 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-~~

~~d.—Accumulation in excess of sixty (60) days which was earned but unused during the previous calendar year-~~

e. Employees who retire shall be entitled, upon written request to Payroll Services, to compensation for all unused sick leave up to one hundred eighty (180) days maximum at the ratio of 4:1 (at their per diem rate).

~~e. The VEBA III memorandum (attached as Appendix A) will be in effect from July 1, 2013 through June 30, 2016. It may be renewed annually with the insurance carrier. A PASS Membership vote is required annually for continuation.~~

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

Commented [GAR5]: Language from MOU, appendix A

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.~~

f.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 1<sup>st</sup> of the current calendar year, with results communicated to the Assistant Superintendent of Human Resources (or their designee).~~

7. Per Diem

Commented [GAR6]: Moved.

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

## SECTION ~~FG~~: Employee Benefits

1. It is understood and agreed that the rules and regulations of the Certificated Personnel Handbook regarding leave provisions shall be applied to employees of the PASS bargaining unit. It is also agreed ~~d~~ that SPS will consult with PASS prior to any anticipated changes in leave policy. The purpose of this consultation is to develop and maintain leave policies acceptable to both parties. Both parties maintain their respective position regarding the negotiability of leaves. Should any final order or ruling determine that leaves are not a mandatory subject of bargaining, then this paragraph shall be deleted from the Agreement with the expiration of the Agreement unless it is negotiated to remain.
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. SPS's monthly contribution for the period October 1, 2013 through June 30, 2016, for all who participate in SPS insurance programs, shall be the same as that provided to the majority of SPS's certificated staff. This contribution includes the premium for SPS-paid dental insurance plan.
  - b. PASS members shall not lose any salary during the contract year because of an on-the-job injury.
  - c. PASS shall have the right to designate one or more representatives to any district constituted Group Insurance Review committee.
4. Other Employee Benefits

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

### ~~5. Substitutes for Building Administrators~~

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

#### 6.5. 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.

#### 7.6. Cell Phone Allowance

SPS will provide a \$850 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 15<sup>th</sup> of any given month will receive the allowance the following month.

#### 7. Technology Allocation

Recognizing the role that mobile technology plays role in the work PASS leaders perform, SPS will provide a portable computer to all PASS leaders to be used in performing the leadership, evaluation, and operational work as part of their leadership role. Leadership technology will be provided using a tiered rollout on a three-year cycle, with the first year of rollout (Tier 1) beginning immediately after contract ratification. 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 they separate from PASS and/or SPS, that they will return the laptop to the Executive Director of Schools or their immediate supervisor for CPAC members. If an employee changes job sites within the District, the assigned technology will move with them. As part of the allocation process, current PASS members with technology purchased using previous PASS technology funds will return the technology to the District as their tiered cycle activates. This only applies to laptop technology. The new technology roll-out will take place as follows:

- a. For purposes of consistency in purchasing, SPS will work purchasing to provide three options for PASS leaders to choose from as their tiered cycle activates.
- b. New Principals and Assistant Principals who have not utilized prior PASS funds to purchase technology, as well as CPAC members who have not utilized prior PASS funds to purchase technology, will be in Tier 1.
- c. Current Principals, Assistant Principals, and CPAC members who purchased technology using PASS funds prior to June 30, 2014, as well as newly hired PASS leaders in year two of this Agreement, will be in Tier 2.
- d. Current Principals, Assistant Principals, and CPAC members who purchased technology using PASS funds starting July 1, 2014, as well as newly hired PASS leaders in year three of this Agreement, will be in Tier 3.

#### 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 ~~GH~~: 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. Beginning with the 2000-2001 school year, state and national dues for PASS members will be paid for by SPS.
4. Professional Development/Technology Allocations:
  - a. ~~\$5004,000~~ will be designated during each year of the contract 2013-2014 for each PASS member as a technology allocation or for individual professional growth and development. The utilization of the ~~\$5004,000~~ is determined by each PASS member for his/her own technology or professional development needs. The purpose of professional development will be to support collaborative inquiry work and work aligned to the Strategic Plan that supports Each individual PASS member will be treated as a professional and trusted to make decisions concerning his/her needs. ~~These monies must be used to further support the Strategic Plan by supporting a PASS member's commitments 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 requests to access their annual PD allocation to their Executive Director (school/program staff) or immediate supervisor (CPAC), including the use of the RFPL process. The funds may roll over into the second and third year of the contract, but all remaining funds must be spent or encumbered by June 30, 2019, with all funds spent by August 31, 2019. No carryforward will be allowed.~~ are responsible for maintaining a personal record of the technology purchased, activities completed, materials purchased, conferences attended, (or) classes taken or other professional development work undertaken.
  - b.a. ~~During each of the 2014-2015 and 2015-2016 school years, principals will be designated \$1,000 as a technology allocation or for individual professional growth and development. The processes for purchasing technology will be jointly developed by PASS and district representatives.~~

e-b. SPS will provide \$10,000 for targeted professional development to assistant principals and CPAC members 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 a technology plan and/or an annual personal professional development plan. The individual plan will support the school/department academic plan as well as the technology needs and/or professional development needs and interest of the PASS member.

#### SECTION I: Administrative Procedures Manual DELETE

~~SPS, in association with PASS, will review and distribute its Administrative Procedures Manual annually.~~

- ~~1. The District will seek agreement with the SEA to allow for the blending of SAEOP and Paraprofessional positions and duties to allow greater flexibility for buildings to meet the changing demands. The District will create a position that provides the necessary support for administering the building and providing information to the central office rather than leaving it on the shoulders of the PASS membership.~~

#### 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~~ 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., NCLBESSA 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 CPAC managers and 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.

~~The SPS/PASS Workload Committee will consist of PASS Component Representatives and the SPS Chief of Schools and SPS-appointed designees.~~

~~a.~~

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 1<sup>st</sup> 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 FTE count will be divided by the PASS FTE count of the building to determine the number of stipends to assign. For determination, whole numbers will be used. For example: 51 FTE for two PASS leaders to evaluate would generate one stipend for the leader who has 26 FTE, and no stipend for the leader who has 25 FTE. Dividing it

Commented [CC7]: Language moved from MOU.

into two counts of 25.5 FTE is not allowable. The building principal or program manager will make final decisions on FTE evaluation allocation.

### ARTICLE III: EVALUATIONS

#### SECTION A: Evaluation Guidelines

##### 1. Purpose

a. The purpose of the evaluation process is to support the PASS leaders/principals/assistant principals in becoming innovative instructional leaders of performance based schools.

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.

CPAC leaders are evaluated on the CPAC Performance Rubric.

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.

d.

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.

b.

##### 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, and Assistant Principal conversations on:

i. Deepening instructional leadership practice by building capacity to lead for instructional improvement, Creating a culture

ii. Creating safe and orderly learning climates, and Ensuring School Safety

iii. Planning with Data/Developing professional skills to strengthen core values of ethics and professionalism.

iv. Aligning Curriculum

v. Improving Instruction

vi. Managing Resources

vii. Engaging Communities

iii.viii. Closing the gap

b. These goals will be accomplished by:

- i. Generating regular reliable evidence of each ~~principal/assistant principal~~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 ~~principals/assistant principals~~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 ~~principal/assistant principals~~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 ~~principal/assistant principals~~school leader practice that reinforces the central role of principals/assistant principalsschool 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 ~~principals' and assistant principals'~~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 principals and assistant principals~~;
- 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 ~~principals~~school leaders need to be effective.

~~x.b.~~ While many of the guiding principles for building leaders align to the work of CPAC leaders, the SPS and PASS recognize the unique responsibilities of CPAC members.

4. Evaluative Criteria

a. ~~Principals and assistant principals~~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 ~~principals~~ 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 ~~principals and assistant principals~~ school leaders to excel in the profession. These components will not supersede evaluation ratings, but evaluators will take context into consideration.

~~b-c.~~ CPAC will utilize the CPAC Performance Rubric.

## 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.

~~d-e.~~ CPAC evaluation guidelines and timelines will be consistent follow the same timelines as school leader evaluations, with what is established below.

~~f.~~ Adhere to all timelines established in the evaluation process.

~~i.~~ By October 1<sup>st</sup> 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 15<sup>th</sup> of a given year, the evaluator and the employee will meet to establish goals for the coming year.

~~iii.~~ By February 15<sup>th</sup> 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.

~~e-iv.~~ By June 30<sup>th</sup> 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 30<sup>th</sup>.

~~f-g.~~ 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;

Commented [GAR8]: From Jon’s language

faculty/parent advisory meetings; staff, student/parent conferences; general operations observations; administrative meetings, articulation committee meetings, etc.

h. 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 principal's performance should be put in writing and shared with the leader/principal 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.

— Oral feedback regarding a concern must be documented in hardcopy or electronically.

g-iii.

— Provide written recommendations for significant school/site successes in academic and community related activities.

i.

h. Utilize the Site Visit/Progress Monitoring Form or the Written Status Report on Performance for summarizing feedback and data, when appropriate.

i-j. 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-k. Meet at regular intervals with a school leader/administrator who is on a Performance Improvement Plan and provide formal, written feedback on their performance. At a minimum, meetings will take place monthly.

k-l. Maintain a file or portfolio or appropriate documentation of school/site performance evidence that was relied upon to evaluate an administrator/a school leader who is on a Performance Improvement Plan.

l-m. Apply all aspects of the evaluation process consistently and fairly to all schools/sites and all school leaders/administrators.

## SECTION C: Implementation Guidelines for the Principal Performance Evaluation Process

### 1. The Principal/Assistant Principal/School Leader Evaluation Process

a. The principal and assistant principals/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 principals and experienced assistant principals/school leaders will be evaluated on the Focused Evaluation except as follows:

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

Assistant principals in their first three years, assistant principals new to Seattle Public Schools, assistant principals new to a building, or assistant principals whose performance falls below "the state minimum performance requirements."<sup>22</sup>

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

c. An experienced ~~principal/assistant principals~~ 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 ~~principals-school leaders~~ are referred to as new ~~principals/assistant principals~~ school leaders in the Evaluation process.

e-d. CPAC leaders will utilize the current 2015 evaluation process for the duration of this Agreement.

## 2. The AWSP Framework

a. The AWSP Framework shall be used for all formal evaluations of a ~~principal/assistant principals~~ 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 ~~principal's-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. ~~Principals-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 ~~principal-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 ~~principal-school leader~~ and supervisor will develop a professional development plan that the ~~principal-school leader~~ will implement in order to address the areas of inquiry.

## 3. Evaluation Instruments

a. The evaluation instrument is used for ~~principals/assistant principals~~ 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 ~~on the Site Visit/Progress Monitoring Form.~~

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 ~~principals/assistant principals~~ 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/principal/assistant principal~~. 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 Pprincipal Bbalanced Sscorecard~~, and ~~the~~ eight criteria listed in the AWSP Framework. ~~The Scorecard does not apply to assistant principals.~~

b. A ~~school leader principal or assistant principal~~ 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 s chosen, a student growth rubric from 3, 5, or 8 must also be used.

~~e. 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 principal/assistant principal would like to achieve. The plan will be used, in part, to measure accountability for the school year. The plan should will be completed by November 15<sup>th</sup> of each school year.~~

~~d.c. Assistant Principals will be evaluated on all components of the AWSP Framework. During the Goal Setting Conference, assistant principals on a Comprehensive Evaluation cycle will set goals using each of the 8 criteria. An assistant principal on a Focused Evaluation cycle will choose one criterion as an area of focus for the 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 principal/assistant principal~~ with a written summary of the observation that includes: Site Visit/Progress Monitoring Form.

i. Date and purpose of the observation

ii. Criterion or area of focus

iii. Specific observations and data collected

a-iv. Next steps and/or areas of concern

b. ~~The Site Visit/Progress Monitoring Form is used for feedback on both positive and less than positive observations. There is no limit on the number of observations Site Visit/Progress Monitoring Forms 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 31<sup>st</sup> of the evaluation year.~~

~~e.b. The number of observations will be determined by the circumstances of each case. For example, a Site Visit/Progress Monitoring Form may be based on 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.~~

Commented [GAR9]: Moved to earlier in the section.

#### 6. Performance Schedule for ~~Principals~~School Leaders

a. ~~Principals-School leaders~~ in their first three (3) years in the District will be on a comprehensive evaluation cycle. ~~In 2013-2014 principals will be evaluated on the state performance schedule. Beginning in 2014 2015 principals will be evaluated on the SPS performance schedule.~~ By the end of the third year, performance must be fully proficient based on the summative evaluation. Any ~~school leader principal~~ who does not meet the performance schedule may be non-renewed.

a-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.



~~b-c. School leaders Principals~~ who meet the performance schedule, and are in their 4<sup>th</sup> year or beyond, may be on a focused evaluation cycle. Once every four years, all ~~school leaders principals~~ must be returned to a comprehensive cycle.

~~e. Any school leader principal~~ who receives an unsatisfactory rating in any one criterion is considered to be overall unsatisfactory.

~~d. —~~

~~e-d. Assistant principals who do not meet the performance schedule may be non-renewed.~~

## SECTION ~~DB~~: Principal Balanced Scorecard

Commented [GAR10]: From 6/10/2016

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

- ~~1. Leadership practice~~
1. 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%~~
1. Student achievement outcomes = 20%
- School climate and culture = 20%

3.

~~7. Performance Schedule for Assistant Principals~~

~~a. Assistant Principals in their first three years in the District will be on a comprehensive evaluation cycle. By the end of the third year, performance must be proficient, as defined by the Washington state minimum evaluation requirements.~~

~~b. Assistant Principals who do not meet the performance schedule may be non-renewed.~~

~~e. Assistant Principals who meet the performance schedule, and are in their 4<sup>th</sup> year or beyond, may be on a focused evaluation cycle. Once every four years, all Assistant Principals must be returned to a comprehensive cycle.~~

~~d. Any Assistant Principal who receives an unsatisfactory rating in any one criterion is considered to be overall unsatisfactory.~~

~~SECTION D: Transition to the Revised Evaluation System~~

~~1. A comprehensive evaluation cycle will be used for the following:~~

~~a. All Principals and Assistant Principals who are in their first three years of service in the District.~~

~~b. Any Principal or Assistant Principal who is in their fourth year and beyond has a summative evaluation rating below proficient.~~

~~e. Any Principal or Assistant Principal who voluntarily chooses to strive for a career ladder position who has not previously met the eligibility criteria.~~

~~d. Executive Directors determine an additional 25% of principals who will be transitioned to the new evaluation system. This will include volunteers.~~

~~SECTION E: District Support and Training for the Evaluation Process~~

~~1. The District will provide Leadership/Professional Development opportunities for school leaders/principals/assistant principals.~~

~~a. The District recognizes that it has an obligation to provide, when possible and appropriate, reasonable assistance to a school leader/principal/assistant principal on a Support Plan (SP) and Performance Improvement Plans (PIP), including payment for required training.~~

~~—The need for, as well as, the form of, reasonable assistance will be determined by the supervisor/evaluator after consulting with the school leader/administrator. Reasonable assistance may include such things as, specific suggestions, mentoring, coaching, training for areas of greatest need, and appropriate feedback.~~

~~b.~~

~~b. Based upon consultation between representatives of the District and PASS, training on the principal/assistant principal evaluation process and AWSP Framework will initially be provided to all principals/assistant principals.~~

- c. Such training shall be conducted jointly by a member of PASS designated by the PASS President and a member of the District Central Administration designated by the Superintendent. Subsequent ~~annual~~ Annual trainings on the AWSP framework and the evaluation process will be provided for “new” ~~school leaders principals/assistant principals~~ 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 principals/assistant principals~~ in improving their performance. A Support Plan shall be developed and used when a ~~school leader principal's~~ performance is rated “Basic” in any of the criterion ~~or when an assistant principal's performance does not meet the performance schedule~~. A PIP shall be developed and used prior to recommending that a ~~school leader principal/assistant principal~~ be non-renewed for performance deficiencies.
- b. A Performance Improvement Plan (PIP) ~~(PIP)~~ shall be created whenever a ~~school leader principal/assistant principal~~ receives an “Unsatisfactory” on the rating of any mid-year, annual, or other formal evaluation. For ~~school leaders principals/assistant principals~~ 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 principals/assistant principals~~ 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 ~~(SP)~~ and Performance Improvement Plans ~~(PIP)~~ shall be the product of a collaborative effort between the ~~school leader principal/assistant principal~~ 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 principal/assistant principal~~ shall agree on the length of time that a ~~school leader principal/assistant principal~~ has to improve performance related to the ~~school leader's principal/assistant principal'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 principal/assistant principal~~. 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 principal/assistant principal~~ 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 principals/assistant principals~~ 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 administrator~~ on the Comprehensive Evaluation cycle prior to January 31<sup>st</sup> of each school year. The purpose of such actions are to provide support, monitoring, and additional feedback in areas ~~of~~ growth. Placing an experienced ~~school leader principal/assistant principal~~ 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 principal or assistant principal~~ from the Focused Evaluation cycle to a Comprehensive Evaluation cycle must be documented in writing on the Site Visit/Progress Monitoring Form.

~~g-h. Experienced principals/assistant principals 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 principal/assistant principal~~ 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 principal/assistant principal~~ 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 principal/assistant principal~~'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 principal/assistant principal~~ may submit a rebuttal statement to his or her personnel file for any evaluation in which he or she disagrees.

~~e. Experienced principals/assistant principals do not have the right to appeal an evaluator's decision to place them on the Comprehensive Evaluation cycle.~~

Commented [GAR11]: Moved.

~~f.e.~~ Nothing in this evaluation process is meant to limit the Superintendent's authority to remove ~~school leaders principals/assistant principals~~ for cause unrelated to performance deficiencies, or to limit the Superintendent's authority to transfer ~~school leaders principals or assistant principals~~ 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-Section 4 above~~.
- 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.

~~APPENDIX A~~

Commented [GAR12]: Moved into Work Year section, Article II.

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

~~This Memorandum of Understanding is entered into by the Seattle School district No. 1 (District) and the Principals' Association of Seattle Schools (PASS). The Parties agree that the provisions set forth herein shall expire on June 30, 2016.~~

~~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.~~

~~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.~~

~~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.~~

~~The term of this plan shall be from July 1, 2013 through June 30, 2016.~~

~~Signed for the PRINCIPALS' ASSOCIATION OF SEATTLE SCHOOLS:~~

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

~~Signed for SEATTLE SCHOOL DISTRICT NO.1:~~

\_\_\_\_\_  
Dated: \_\_\_\_\_  
Director of Labor Relations

Grade		Step 11	Step 12	Step 13	Job Title
029	Hourly	<del>\$51.78</del> 46.40	<del>\$52.99</del> 47.49	<del>\$54.25</del> 48.61	Assistant Principal, Elementary
	Monthly	<del>\$8,975.20</del> 8,043.23	<del>\$9,184.93</del> 8,231.38	<del>\$9,403.33</del> 8,426.57	
	Annual	<del>\$107,702</del> 96,518.72	<del>\$110,219</del> 98,776.59	<del>\$112,840</del> 101,118.87	
030	Hourly	<del>\$54.08</del> 48.46	<del>\$55.34</del> 49.59	<del>\$56.67</del> 50.79	Assistant Principal, Middle School
	Monthly	<del>\$9,373.87</del> 8,400.20	<del>\$9,592.27</del> 8,595.39	<del>\$9,822.80</del> 8,802.88	Assistant Principal, Alternative School
	Annual	<del>\$112,486</del> 100,802.34	<del>\$115,107</del> 103,144.62	<del>\$117,874</del> 105,634.61	Central Program Administrators (CPAC)
031	Hourly	<del>\$56.49</del> 50.62	<del>\$57.83</del> 51.82	<del>\$59.20</del> 53.05	Assistant Principal, High School; Manager, Early Learning
	Monthly	<del>\$9,791.60</del> 8,774.75	<del>\$10,023.87</del> 8,982.25	<del>\$10,261.33</del> 9,195.02	Supvr, Highly-Capable Svcs/Adv Learning Assistant Principal, Interagency
	Annual	<del>\$117,499</del> 105,296.98	<del>\$120,286</del> 107,786.97	<del>\$123,136</del> 110,340.27	Principal, SPS Skills Center School
032	Hourly	<del>\$58.36</del> 52.19	<del>\$59.66</del> 53.38	<del>\$61.02</del> 54.62	Elementary Principal
	Monthly	<del>\$10,115.73</del> 9,046.00	<del>\$10,341.07</del> 9,252.27	<del>\$10,576.80</del> 9,467.20	Alternative School Principal I
	Annual	<del>\$121,389</del> 108,552.00	<del>\$124,093</del> 111,027.20	<del>\$126,922</del> 113,606.40	SPS Skills Center School Principal
033	Hourly	<del>\$60.55</del> 54.19	<del>\$61.91</del> 55.43	<del>\$63.31</del> 56.71	Middle School Principal
	Monthly	<del>\$10,495.33</del> 9,392.67	<del>\$10,731.07</del> 9,607.60	<del>\$10,973.73</del> 9,829.47	Alternative School Principal II
	Annual	<del>\$125,944</del> 112,712.00	<del>\$128,773</del> 115,291.20	<del>\$131,685</del> 117,953.60	
034	Hourly	<del>\$65.25</del> 58.48	<del>\$66.73</del> 59.83	<del>\$68.22</del> 61.19	High School Principal
	Monthly	<del>\$11,310.00</del> 10,136.27	<del>\$11,566.53</del> 10,370.27	<del>\$11,824.80</del> 10,606.00	Interagency Principal
	Annual	<del>\$135,720</del> 121,635.20	<del>\$138,798</del> 124,443.20	<del>\$141,898</del> 127,272.00	
035	Hourly	\$59.46	\$60.79	\$62.17	K-8 Principal*
	Monthly	\$10,306.40	\$10,536.93	\$10,776.13	
	Annual	\$123,677	\$126,443	\$129,314	

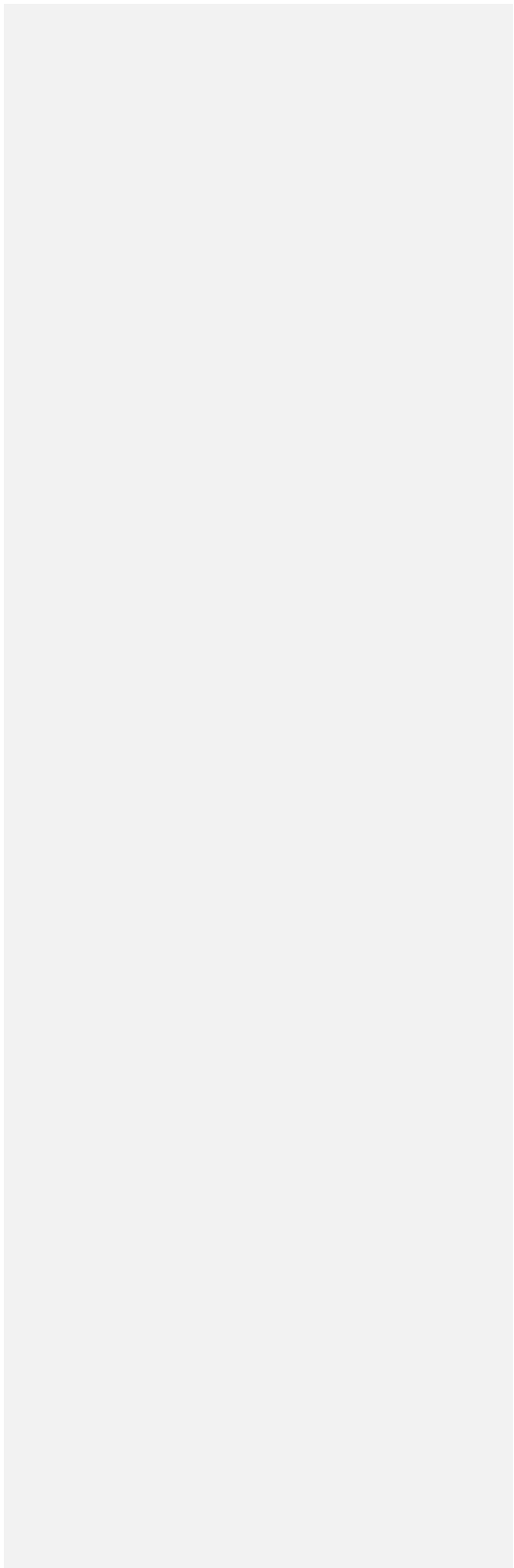
\*New as of 9/1/2016

260 days/2080 hours

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

The 20136-147 PASS Salary Schedule includes a 1.8% COLA, effective September 1, 2016, and a contractual increase of 1.48%-\$3,200 increase for Principals and a 1.45% market increase for Assistant Principals and CPAC members.

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Grade		Step 11	Step 12	Step 13	Job Title
029	Hourly	<del>\$52.52</del> 47.25	<del>\$53.75</del> 48.35	<del>\$55.03</del> 49.50	Assistant Principal, Elementary
	Monthly	<del>\$9,103.47</del> 8,189.61	<del>\$9,316.67</del> 8,381.19	<del>\$9,538.53</del> 8,579.94	
	Annual	<del>\$109,242</del> 98,275.36	<del>\$111,800</del> 100,574.32	<del>\$114,462</del> 102,959.23	
030	Hourly	<del>\$54.85</del> 49.34	<del>\$56.13</del> 50.49	<del>\$57.48</del> 51.71	Assistant Principal, Middle School
	Monthly	<del>\$9,507.33</del> 8,553.08	<del>\$9,729.20</del> 8,751.82	<del>\$9,963.20</del> 8,963.10	Assistant Principal, Alternative School
	Annual	<del>\$114,088</del> 102,636.95	<del>\$116,750</del> 105,021.85	<del>\$119,558</del> 107,557.16	Central Program Administrators (CPAC)
031	Hourly	<del>\$57.30</del> 51.54	<del>\$58.66</del> 52.76	<del>\$60.05</del> 54.01	Assistant Principal, High School; Manager, Early Learning
	Monthly	<del>\$9,932.00</del> 8,934.45	<del>\$10,167.73</del> 9,145.73	<del>\$10,408.67</del> 9,362.37	Assistant Principal, Interagency Supvr, Highly Capable Svcs/Adv Learning
	Annual	<del>\$119,184</del> 107,213.39	<del>\$122,013</del> 109,748.70	<del>\$124,904</del> 112,348.46	Principal, SPS Skills Center School
032	Hourly	<del>\$59.19</del> 53.25	<del>\$60.51</del> 54.44	<del>\$61.89</del> 55.68	Elementary Principal
	Monthly	<del>\$10,259.60</del> 9,229.33	<del>\$10,488.40</del> 9,435.60	<del>\$10,727.60</del> 9,650.53	Alternative School Principal I
	Annual	<del>\$123,115</del> 110,752.00	<del>\$125,861</del> 113,227.20	<del>\$128,731</del> 115,806.40	SPS Skills Center School Principal
033	Hourly	<del>\$61.42</del> 55.25	<del>\$62.80</del> 56.49	<del>\$64.22</del> 57.77	Middle School Principal
	Monthly	<del>\$10,646.13</del> 9,576.00	<del>\$10,885.33</del> 9,790.93	<del>\$11,131.47</del> 10,012.80	Alternative School Principal II
	Annual	<del>\$127,754</del> 114,912.00	<del>\$130,624</del> 117,491.20	<del>\$133,578</del> 120,153.60	
034	Hourly	<del>\$66.18</del> 59.54	<del>\$67.68</del> 60.89	<del>\$69.20</del> 62.25	High School Principal
	Monthly	<del>\$11,471.20</del> 10,319.60	<del>\$11,731.20</del> 10,553.60	<del>\$11,994.67</del> 10,789.33	Interagency Principal
	Annual	<del>\$137,654</del> 123,835.20	<del>\$140,774</del> 126,643.20	<del>\$143,936</del> 129,472.00	
035	Hourly	\$60.31	\$61.66	\$63.06	K-8 Principal
	Monthly	\$10,453.73	\$10,687.73	\$10,930.40	
	Annual	\$125,445	\$128,253	\$131,165	

260 days/2080 hours

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

The 2014~~7~~-18~~5~~ PASS Salary Schedule includes a \$2,200 increase for Principals and a 1.82% market increase for Assistant Principals and CPAC members, contractual increase of 1.43% and the State pass-through (TBD) effective September 1, 2017.



Appendix B

Grade		Step 11	Step 12	Step 13	Job Title
029	Hourly	\$54.21 48.19	\$55.48 49.32	\$56.80 50.49	Assistant Principal, Elementary Assistant Principal, Elementary
	Monthly	\$9,396.40 8,353.41	\$9,616.53 8,548.82	\$9,845.33 8,751.53	
	Annual	\$112,757 100,240.87	\$115,398 102,585.81	\$118,144 105,018.42	
030	Hourly	\$56.62 50.33	\$57.94 51.50	\$59.33 52.74	Assistant Principal, Middle School Assistant Principal, Middle School Assistant Principal, Alternative School Assistant Principal, Alternative School Central Program Administrators (CPAC)
	Monthly	\$9,814.13 8,724.14	\$10,042.93 8,926.86	\$10,283.87 9,142.36	
	Annual	\$117,770 104,689.68	\$120,515 107,122.29	\$123,406 109,708.30	
031	Hourly	\$59.15 52.58	\$60.55 53.82	\$61.98 55.09	Assistant Principal, High School AP, High School; Manager, Early Learning Assistant Principal, Interagency Supvr, Highly Capable Sves/Adv Learning Principal, SPS Skills Center School
	Monthly	\$10,252.67 9,113.14	\$10,495.33 9,328.64	\$10,743.20 9,549.62	
	Annual	\$123,032 109,357.66	\$125,944 111,943.67	\$128,918 114,595.43	
032	Hourly	\$61.10 54.31	\$62.46 55.52	\$63.88 56.79	Elementary Principal Elementary Principal Alternative School Principal I Alternative School Principal I SPS Skills Center School Principal
	Monthly	\$10,590.67 9,413.92	\$10,826.40 9,624.31	\$11,072.53 9,843.54	
	Annual	\$127,088 112,967.04	\$129,917 115,491.74	\$132,870 118,122.53	
033	Hourly	\$63.40 56.35	\$64.82 57.62	\$66.29 58.92	Middle School Principal Middle School Principal Alternative School Principal II Alternative School Principal II
	Monthly	\$10,989.33 9,767.52	\$11,235.47 9,986.75	\$11,490.27 10,213.06	
	Annual	\$131,872 117,210.24	\$134,826 119,841.02	\$137,883 122,556.67	
034	Hourly	\$68.31 60.73	\$69.86 62.40	\$71.43 63.49	High School Principal High School Principal Interagency Principal
	Monthly	\$11,840.40 10,525.99	\$12,109.07 10,764.67	\$12,381.20 11,005.12	
	Annual	\$142,085 126,311.90	\$145,309 129,176.06	\$148,574 132,061.44	
035	Hourly	\$62.25	\$63.64	\$65.09	K-8 Principal
	Monthly	\$10,790.00	\$11,030.93	\$11,282.27	
	Annual	\$129,480	\$132,371	\$135,387	

260 days/2080 hours

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

\*The 20158-169 PASS Salary Schedule includes a contractual increase of 3.22% and the State pass-through (TBD) effective September 1, 2018, COLA, 2% market increase or increase equivalent to the SEA increase, whichever is greater. The above schedule includes a 2% market increase and may be revised during the life of this contract.

## APPENDIX **CB**

### 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 formal conference at Step 2 shall occur within fifteen (15) working days of the receipt of the written complaint by the Director of Labor Relations.
- c. A written response shall be mailed/given to the complainant by the designated Central administrator within fifteen (15) working days after the formal conference, and copies shall be filed with the Director of Labor Relations and the PASS President.

**Formal Step 3:**

If the grievance is not adjusted to the satisfaction of the complainant under Step 2, within fifteen (15) working days after the receipt of the copy of the Step 2 response by the PASS President, the PASS President may, within that time constraint, submit the complaint on behalf of the PASS member, to the Superintendent 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 C

### 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~~-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 and Program Managers are empowered to and should address complaints about or concerning their buildings/programs in a fair, expeditious, and appropriate manner. Therefore, unless exigent or extenuating circumstances exist, the Board of Directors, Superintendent and Senior leaders should refer complaints or problems about a building/program to the Principal/Program Manager with the expectation that he or she will address the complaint(s) collaboratively, if appropriate, timely, and in a manner that best meets the needs of the educational setting. It is recommended that when handling complaints that the Principal/Program Manager refer to the HR Investigation Manual.

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

- a. Review the problem/concern with the complainant(s);
- b. Make prompt contact with the person(s) involved;
- c. Investigate further, if necessary;
- d. If necessary or appropriate, refer, get advice from, or work collaboratively with Human Resources or Central Administration on the matter; notify the complainant if the matter has been referred to Human Resources or 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/Program Manager handled the matter, he or she may pursue the issue with the Principal/Program Manager's supervisor. The supervisor, after looking into the matter, may agree to the Principal/Program Manager's determination, amend it further, or institute a different action or resolution. The supervisor may also utilize steps a. – e. above. The supervisor should then communicate his or her decision to the complainant as well as the Principal/Program Manager. ~~And, the~~ The matter should end there unless there is another procedure in place to address the complainant's issue (e.g., grievance procedure, etc.).

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

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

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

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

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

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

Therefore, unless exigent or emergency circumstances exist, the Board of Directors, Superintendent, 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.

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

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

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

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

**APPENDIX D**

**MEMORANDUM OF UNDERSTANDING  
CONCERNING ANNUAL LEAVE**

**Commented [GAR13]:** Moved into Annual Leave section, Article II.

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

1. All annual leave for PASS members is subject to prior approval from that member's immediate supervisor.
2. PASS members will be expected to maximize the use of their annual leave in July and during school breaks. This will ensure that they are present in school buildings when school is in session and that they will be available in August for a planned expansion (3-10 days) of professional development for school leaders. The District will give notice of the dates of professional development in August by the preceding January 1<sup>st</sup>.
- 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.
3. (This section should move into the Leave section.)

Signed for the PRINCIPALS' ASSOCIATION OF SEATTLE SCHOOLS:

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

Signed for SEATTLE SCHOOL DISTRICT NO. 1:

\_\_\_\_\_  
Dated: \_\_\_\_\_  
Superintendent's Designee

**APPENDIX E**

**MEMORANDUM OF UNDERSTANDING  
CONCERNING WORKLOAD**

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

1. 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/and free and reduced lunch enrollment levels, student health concerns and nursing needs, safety and security, drug/alcohol/and mental health intervention needs, truancy, family and community engagement, new or additional federal and state requirements (e.g. NCLB and student learning plans), and new or additional District policies and initiatives. 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 work load. This may include redistribution of evaluations to other qualified evaluators, sharing evaluation duties between CPAC managers and building administrators, flexibility in adjusting evaluation cycles from Comprehensive to Focused, providing additional personnel to help with evaluations or special project pay, if warranted.

Commented [CC14]: Moved to workload section. MOU no longer needed.

Signed for the PRINCIPALS' ASSOCIATION OF SEATTLE SCHOOLS:

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

Signed for SEATTLE SCHOOL DISTRICT NO. 1:

\_\_\_\_\_  
Dated: \_\_\_\_\_  
Superintendent's Designee

**APPENDIX D**  
**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 3207), 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. The District is currently in the process of revising SPS Board Policy 3207 which will address the above-referenced concerns shared by the parties. The parties further agree if, by May 1, 2017, PASS representatives believe the revised policy has not resolved the concerns related to investigations, they may submit a written request to the Executive Director of Labor and Employee Relations or the Assistant Superintendent of Human Resources to bargain a formal investigation process with the District.

Signed for the PRINCIPALS' ASSOCIATION OF SEATTLE SCHOOLS:

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

Signed for SEATTLE SCHOOL DISTRICT NO.1:

\_\_\_\_\_  
Dated: \_\_\_\_\_  
Superintendent's Designee

DRAFT



**APPENDIX E**  
**MEMORANDUM OF UNDERSTANDING**  
**CONCERNING**  
**CERTIFICATED PROGRAM ADMINISTRATORS COMPONENT**

This Memorandum of Understanding ("MOU") is entered into by the Seattle School District No. 1 ("District") and the Principals' Association of Seattle Schools ("PASS"). The purpose of the MOU is to set forth the parties' mutual understandings and expectations regarding the exiting of the Certificated Program Administrators Component ("CPAC") from the PASS membership.

1. All current CPAC members that wish to remain PASS-represented for the life of this Agreement will be grandfathered into the PASS membership for the duration of this Agreement, with the mutual understanding that by June 30, 2019, all CPAC members will have fully transitioned to non-represented status.
2. As CPAC leaders move up and out of their current positions with the District, the positions currently designated as CPAC will be advertised as non-represented, and moved to the non-represented salary schedule, and treated as non-represented employees.
3. In recognition of this move:
  - a. All CPAC members will be moved to Grade 70 of the non-represented salary schedule, effective October 1, 2016.
  - b. A member's minimum placement on the non-represented salary schedule will not be lower than what the member would have earned with the negotiated PASS raise for the life of this Agreement.
  - c. Each CPAC member will be placed on the Grade 70 salary schedule on the step closest to their salary. An additional step on the salary schedule will then be provided to each member, which equates to an additional two-and-a-half percent (2.5%) raise.
  - d. All CPAC members, whether they choose to stay in PASS or exit immediately, will have access to ten (10) annual leave cash-out days for the life of this Agreement. This offer will expire on June 30, 2019.

All current CPAC members will notify the Human Resources Department of their intent to stay a member of PASS for the life of this Agreement (expiring on June 30, 2019), or to immediately exit PASS in exchange for the above stipulations, by October 1, 2016.

Signed for the PRINCIPALS' ASSOCIATION OF SEATTLE SCHOOLS:

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

Signed for SEATTLE SCHOOL DISTRICT NO.1:

\_\_\_\_\_  
Dated: \_\_\_\_\_  
Superintendent's Designee