

COLLECTIVE BARGAINING AGREEMENT

2024-2027

SEATTLE PUBLIC SCHOOLS

and

**PRINCIPALS' ASSOCIATION OF
SEATTLE SCHOOLS**

2024-2027

COLLECTIVE BARGAINING AGREEMENT

between

SEATTLE PUBLIC SCHOOLS

and

PRINCIPALS' ASSOCIATION OF SEATTLE SCHOOLS

PRINCIPALS' ASSOCIATION OF SEATTLE SCHOOLS

Executive Board

Dr. Robert Gary, Co-President
Justin Hendrickson, Co-President
Rainey Hartford Swan, Executive Director
Julie Breidenbach, Treasurer
Nancy Carroll, Secretary
Erika Ayer, PASS Elementary Co-President
Rina Geoghagan, PASS Elementary Co-President
Rachel Roosma, PASS Elementary Representative
Dr. Charmaine Marshall, PASS Elementary Representative
Surojit Pierce, PASS Elementary Representative
Amy Schwentor, PASS M/K-8 President
Tipton Blish, PASS M/K-8 Representative
Barbara Dixon, PASS M/K-8 Representative
Maria Breuder, PASS M/K-8 Representative
Dr. Barbara Casey, PASS High School Co-President
Dr. Jessica Proctor, PASS High School Co-President
Makela Steward, PASS High School Representative
Brian Vance, PASS High School and PAR Representative

PASS Negotiating Team

Rainey Hartford Swan, Executive Director
Dr. Robert Gary, PASS Co-President
Justin Hendrickson, PASS Co-President
Dr. Barbara Casey, High School Principal and PASS High School Co-President
Brian Vance, High School Principal and PASS High School and PAR Representative
Tipton Blish, K-8 Principal and M/K- Representative
Jershon Foyston, Middle Assistant Principal
Dan Golosman, High School Principal
Dr. Beverly Luster, K-8 Principal
Dr. Charmaine Marshall, Elementary Principal
Dr. Jessica Proctor, High School Assistant Principal and PASS High School Co-President
Dante Rhodes, K-8 Principal
Amy Schwentor, K-8 Principal
Makela Steward, High School Assistant Principal
Kelly Vancil, Elementary Principal
Cindy Watters, Elementary Principal
Natalie Zisko, Elementary Principal

SEATTLE PUBLIC SCHOOLS

Board of Directors

Liza Rankin, President
Michelle Sarju, Vice President
Evan Briggs, Member-at-large
Sarah Clark
Brandon Hersey
Joe Mizrahi
Gina Topp

Superintendent

Dr. Brent Jones

SPS Negotiating Team

Dr. Sarah Pritchett, Lead Negotiator
Joseph Helt, Lead Negotiator
Misa Garmoe, Lead Negotiator
Dr. Kurt Buttleman
Chris Carter
Jon Halfaker
Katrina Hunt
Shelly Hurley
Sandra Philbrook
Dr. Michael Starosky

In witness thereof, the parties hereto have executed this Agreement on 9/3/2024

**PRINCIPALS' ASSOCIATION OF
SEATTLE SCHOOLS**

SEATTLE SCHOOL DISTRICT NO. 1

Signed by:

Dr. Robert Gary Jr 9/3/2024

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Dr. Robert Gary Date
Co-President

DocuSigned by:

Dr. Brent Jones 9/3/2024

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Dr. Brent Jones Date
Superintendent

DocuSigned by:

Justin Hendrickson 9/4/2024

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Justin Hendrickson Date
Co-President

DocuSigned by:

Dr. Sarah Pritchett 9/3/2024

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Dr. Sarah Pritchett Date
Assistant Superintendent for Human Resources
and Lead Negotiator

DocuSigned by:

Rainey Hartford Swann 9/3/2024

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Rainey Hartford Swann Date
Executive Director

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PREAMBLE

The primary purpose of SPS 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 SPS 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 SPS and requires mutual cooperation and problem solving among building administrators and the School Board.

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

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

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

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

PRINCIPLES OF THE RELATIONSHIP

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

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

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

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

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

Planning sessions will be scheduled to review and develop SPS interests and strategies prior to presenting at the 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 recognizes the Principals' Association of Seattle Schools as the bargaining representative for SPS principals and assistant principals compensated according to the PASS Administrative Salary Schedule. PASS is recognized as the organization duly authorized to represent these employees under the provisions of Chapter 41.59 RCW, as amended.
- b. Other job categories in addition to the aforementioned may be added as provided in Chapter 41.59 RCW, as amended.

2. Definitions

- a. "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," "PASS leaders," "PASS members," or "employees" as hereinafter used shall mean the Principals' Association of Seattle Schools. PASS is composed of three constituent units – Seattle Association of Elementary School Principals, Seattle Association of Middle/K-8 School Administrators, and Seattle Association of Secondary School Principals.
- d. "Compensation" as hereinafter used shall mean salaries and all monetarily compensated benefits.
- e. "Resolution Team" means a committee composed of six (6) SPS administrators, not represented by PASS, and six (6) 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 Superintendent's 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, PASS. 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, 2027, 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 and 2) provide immediate feedback.
- e. An individual PASS member who feels that a provision of this Agreement has been misinterpreted and/or misapplied to them may use the Individual Contract Conflict Resolution Process outlined in Article IV 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, 2027:

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) SPS 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, 2027. SPS Team will submit any new SPS proposals to the PASS Negotiation Team no later than April 15, 2027.
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, 2027.
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, 2027. This Agreement is complete in and of itself and sets forth all terms and conditions between SPS and PASS in accordance with Chapter 41.59 RCW, as amended. All prior agreements are no longer valid or subsisting except as provided herein.

2. This Agreement may be modified, added to, or deleted from only through the voluntary mutual consent of SPS and PASS under the provision of Chapter 41.59 RCW as now or hereafter amended.
3. If any provisions of this Agreement or any applications of the Agreement shall be found contrary to law by a court of competent jurisdiction, such provisions or applications shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Proper adjustment or modification of any provision agreement found contrary to law will be subject to provisions of Chapter 41.59 RCW as now or hereafter amended and this Agreement.
4. Except as otherwise provided in this Collective Bargaining Agreement, this Agreement is complete in and of itself and sets forth all terms and conditions of all the agreements between SPS and the Association pursuant to Chapter 41.59 RCW. Compensation shall be subject to adjustment by SPS, in consultation with PASS, for legal compliance purposes in the event of a determination by the Superintendent of Public Instruction or other competent authority that SPS compensation levels for certificated staff exceed or exceeded those allowed by law implementing regulations. Any such adjustment(s) shall be appropriate and equitable in the circumstances, as well as final and binding as agreed to by both parties.
5. Should the Legislature decrease funding for SPS the parties agree to reopen the contract.

ARTICLE II: COMPENSATION

SECTION A: Salary Basis

It is the goal of SPS and PASS to pay salaries that are competitive, and that will allow retention and recruitment of top quality administrators. In recognition for the priority placed by SPS on recruiting and retaining administrators of the highest quality, and for the complexity inherent in the mission and context of SPS, it is the intention of both parties that salaries for PASS members are commensurate with the roles and responsibilities of leaders in a large urban district. Competitiveness will be reviewed annually by the Human Resources Department. Data from that review will be provided to PASS, the Superintendent, and School Board for adjustment consideration.

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

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

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

- a. 2024-2025: The PASS administrative salary schedule for 2024-2025 shall be increased by the legislative inflationary increase (currently the Implicit Price Deflator (IPD)) as set forth in the state budget. The 2024-25 increase will be 3.7%.
 - b. 2025-2026: The PASS administrative salary schedule for 2025-2026 shall be increased by the legislative inflationary increase (IPD) as set forth in the state budget.
 - c. 2026-2027. The PASS administrative salary schedule for 2026-2027 shall be increased by the legislative inflationary increase (IPD) as set forth in the state budget.
2. Leadership Opportunities and Incentive pay:
 - a. 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 SPS.
 - b. 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.
 3. For the duration of this Agreement, there will be at least five (5) PASS Leadership Coaches.
 - a. PASS Leadership Coaches may continue in their role for up to three (3) years.
 4. All principals and assistant principals new to SPS or who have not yet completed training on the Charlotte Danielson Teacher Framework and the eight evaluative criteria for teachers will complete a State approved calibration plan (level I and II training).
 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.

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 to June 30 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 to June 30 of each year.
2. There shall be Supplemental Contracts for any supplemental administrative assignments different from the current contract assignment.

SECTION C: Special Project Pay

All PASS members are eligible to receive stipends for serving on committees and taskforces described herein, up to the maximum number of PASS representatives specified for each committee or taskforce. Committee/taskforce members must have expertise needed and will be selected by SPS 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 Associate Superintendent.

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 Special Project. Compensation, according to this section, shall be received for such an assignment.

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

- a. The Special Project is for work that is clearly and significantly beyond or outside the scope of a PASS leader's usual and normal duties.
- b. The Special Project is clearly defined in terms of goals, objectives, responsibilities, timelines, expected outcomes, and is related to a major SPS goal or objective or project.
- c. The Special Project is likely to substantially increase the workload of the PASS leader; for example, it could last for two to three months. Also, the option to offset this extra responsibility with additional help has been reviewed.
- d. PASS leaders can be approved for a maximum of two (2) different Special Projects in a school year; these may not be active simultaneously.
- e. Procedure for applying for Special Project pay: When in the judgment of a PASS leader, a supervisor or the superintendent/designee, and a proposed project/responsibility meets the criteria for Special Project pay, the following process shall be followed:
 - i. A written application addressing the criteria is submitted to the Associate Superintendent. The Associate Superintendent 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: SPS 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. SPS 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: SPS recognizes the increased workload involved in organizing the transfer of school operations from one school site to another. SPS agrees to pay the designated principal up to five thousand dollars (\$5,000) per move.
 - iv. SPS recognizes the increased workload for the designated principal in major modernization projects and main building additions and agrees to pay the designated principal up to five thousand dollars (\$5,000) as designated by the Executive Director of Capital Projects and Facilities.
 - v. All stipends in this section must be pre-approved by the Executive Director of Capital Projects and Facilities and reviewed by the Associate Superintendent.
2. Outside Duties. A Regional Executive Director of Schools will have the discretion to pay a PASS leader up to two thousand dollars (\$2,000) annually for duties outside of their normal job responsibilities. The SPS/PASS Workload Committee will develop guidelines for use by the Regional Executive Director of Schools.
 3. PASS will be given copies of Special Projects approved for PASS members.
 4. Payment Policies
 - a. One-twelfth (1/12) of the annual salary, at the applicable monthly rate of the administrator, shall be paid on the first duty day of the second contracted month and of each succeeding month. If the regularly scheduled payment day occurs when administrators are not on duty, warrants will be distributed to the administrator on the first District business day of the month.
 - b. Electronic deposit will be required of all PASS members.
 - c. Employees may authorize payroll deductions for PASS Professional Dues, tax-sheltered annuities, and other mutually agreed deductions.

SECTION D: Provision for Adversely Affected Administrators

1. Principal 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 principal 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 principal 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. Principals in years 1 through 3 of employment as principals 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. Consideration will be given for level of current position and previous administrator experience across levels.
 - v. Notice of the reduction in force (“RIF”) will be provided to the designated principal no later than May 15 of the current calendar year. If the omnibus appropriations act has not passed the legislature by May 15, then notification shall be no later than June 15.
 - vi. Principals who are non-renewed as a result of RIF can request to be added to the principal substitute pool for the following school year. These principals may be called to sub as an administrator in place of a principal or assistant principal absence.
- 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 PASS employees may be transferred to subordinate 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.

2. Assistant Principal Reduction in Force Process:

- a. Reductions in force will be determined by adjustments in the staffing allocation model, the consolidation of schools/programs, and the closure of schools/programs.
- b. Assistant principals currently assigned to schools or programs facing reductions will be reduced, regardless of seniority.
- c. If a school or program has more than one assistant principal, and there is a reduction of only one assistant principal, the assistant principal who is reduced will be determined first by volunteer, and then administrative (principal and/or assistant principal) seniority within the SPS.
- d. Assistant principals who are reduced due to loss of FTE or reduction in FTE will be placed in the Assistant Principal Pool.

- e. Assistant principals who are reduced due to reduction of FTE will only be placed in the Assistant Principal Pool based on the portion of FTE reduced.
 - f. Reduced assistant principals will automatically be placed in the Assistant Principal Pool.
 - g. While in the Assistant Principal Pool an assistant principal can and should apply directly for all site-specific administrator positions of interest.
 - h. Principals will be required to interview at least two assistant principals from the Assistant Principal Pool. Human Resources will supply principals hiring for assistant principal positions the list of eligible candidates.
 - i. Assistant principals who are reduced will receive a term-limited non-supervisory certificated contingency contract. The contingency contract will allow reduced assistant principals to apply for certificated teacher positions during the hiring process.
3. Considerations and process for restoring assistant principal positions:
- a. If an assistant principal position is restored at a particular school or another assistant principal position becomes available due to retirement, resignation, or transfer of another assistant principal, the assistant principal who was reduced from that particular school (if still reduced), has the right to return to the position for the upcoming school year.
 - b. The Superintendent may, at any time, place a reduced assistant principal into an open assistant principal or principal position.
 - c. No assistant principal in the Assistant Principal Pool is guaranteed an administrative or teaching position for the upcoming school year, other than as specified in 2.i above.
 - d. Schools/programs with assistant principal openings will be eligible to interview both internal and external candidates.
 - e. Schools/programs with assistant principal openings will be asked to interview at least two assistant principals who are in the Assistant Principal Pool.
 - f. Assistant principals who wish to be considered for principal positions will still need to apply formally to the Principal Hiring Pool.
 - g. Assistant principals in the Assistant Principal Pool applying for Site-Specific positions must complete all requirements for candidates, such as, Letter of Interest, Welcome Letter, and contact information for references.

SECTION E: Work Year

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

Per diem pay shall be based on the work year of 219 days (1/219).
- 3. Annual Leave
 - a. PASS leaders shall be granted twenty-eight (28) vacation days per year. Annual leave days will accumulate at the rate of 2.33 days per month per the employee's effective hire date.

- b. Use of Annual Leave is encouraged during school breaks (Winter, Mid-Winter, and Spring Breaks) as well as during the month of July. Use of leave during other months and times requires permission from the administrator's supervisor.
- c. Annual leave while school is in session and annual leave in August that conflicts with District-initiated professional development for school leaders is discouraged and will only be approved in extenuating circumstances.
- d. It is the responsibility of each PASS represented administrator to enter any annual leave used. Best practice is that it should be entered within one week of their return to work.
- e. Annual leave is limited to forty-four (44) days, subject to the following:
 - i. Such Annual Leave shall be liquidated by SPS upon the employee's termination or death unless the employee has voluntarily utilized some or all of employee's accrued days to reduce employee's contracted work year.
 - ii. Liquidation of the accrued Annual Leave will be at the rate of 1/219 of the employee's annual salary in effect at the time of employee's 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.
- f. Annual Leave accumulates on any day an administrator is regularly paid under contract obligation: workday, Sick Leave day, Annual Leave day, or other day for which the administrator is paid. Annual Leave will not accumulate while an administrator is on non-paid leave.
- g. Annual leave balances for each administrator will be examined each year on August 31. Annual leave in excess of thirty (30) days accumulation will be lost. Upon approval by the supervisor, an exception to the thirty (30) day maximum accrual limitation may be permitted.
- h. When an administrator terminates employment or retires, the current balance of Annual Leave will be paid at the rate of 1/219 of the current salary for each day of accumulated leave to a maximum of thirty (30) days. The thirty (30) Annual Leave days are available for cash out under this section by an employee or employee's estate. For TRS 1 employees, the thirty (30) Annual Leave days available for cash out under this section by an employee or employee's 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 five (5) days of Annual Leave of their 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 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	The day after Christmas
Labor Day	New Year's Eve
Veterans Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
The day after Thanksgiving	Presidents' Day
The day before Christmas	Memorial Day
Christmas Day	Juneteenth

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

6. Personal Leave

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

7. Sick Leave

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

- a. Sick Leave Application: Sick leave days are to be used for absence caused by personal illness, injury, medical disability (including childbearing), poor health, or an emergency caused by family illness where no reasonable alternative is available to the employee. Documentation from the attending medical provider may be required for each absence of five (5) days or more. In the case of an employee's illness or injury and return to duty following an absence of five (5) days or more, a statement from the treating medical provider certifying ability to return to work may be required.
- b. Best practice is that the employee will record the use of the sick leave time within one week of their return to work.
- c. Sick Leave Accumulation: Each employee's portion of unused sick leave allowance shall accumulate from year to year as provided by state law and the rules and regulations of the office of Superintendent of Public Instruction under that law.
- d. On or before January 15 of each year, employees may elect to be compensated at the rate of 4:1 at their per diem rate for sick leave accumulated in the previous year, which was earned and unused, and in excess of sixty (60) days.
- e. Employees who retire shall be entitled, upon written request to Payroll Services, to compensation for all unused sick leave up to one hundred eighty (180) days maximum at the ratio of 4:1 (at their per diem rate), subject to any VEBA forfeiture.

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

- a. SPS 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, employee 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 funds 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 of the current calendar year, with results communicated to the Assistant Superintendent of Human Resources (or their designee).

SECTION F: Employee Benefits

1. Leaves

- a. Employees eligible for legally mandated leaves will be granted leaves for the period of time required by law consistent with applicable laws and regulations. These leaves include Federal Family and Medical Leave Act (FMLA) and Washington State Paid Family Medical Leave (PFML).
- b. The Leave Office will provide employees with information about leave eligibility, procedures, applications, and benefit eligibility.
- c. When on an approved leave of absence, the employee's accrued leave, such as sick leave, annual leave, and personal leave, shall run concurrently with the approved leave of absence. The employee may use paid leave and the employee's accrued leave balance will be debited when the employee qualifies to use that type of leave for the particular type of leave of absence.
- d. If an application has been made and approved for PFML, employees may choose to use accrued leave balances and collect PFML payments or choose to be unpaid by SPS and only collect PFML payments.
- e. When the employee's applicable accrued leave has been exhausted, the leave of absence shall be leave without pay unless the employee is eligible for shared leave. Once all accrued or shared leave is exhausted, the leave shall be unpaid.
- f. Leaves of absence shall not be approved to exceed one full contract year. Employee will maintain a right to return to their position until the end of the FMLA/PFML period. If an employee is not able to return to work at the end of the FMLA/PFML period, their position will be released, the employee will be displaced, and employee will be required to notify the District that they will be returning to work for the following contract year by February 1. Additionally, if an employee notifies SPS at the time of the leave request that they will not be able to return at the end of the FMLA/PFML period, their position will be released, the employee will be displaced, and employee will be required to notify the District that they will be returning to work for the following contract year by February 1.
- g. An employee on an approved leave of absence must notify SPS no later than February 1 that the employee will

be returning to work for the following contract year effective July 1. If the employee fails to notify SPS of the employee's intent to return by February 1, or is unable to commit to being able to return to work on July 1, SPS will fill the employee's position and the employee will lose the right to return to the employee's position or the equivalent position.

- h. In the event the employee is unable to return due to the employee's personal medical condition, the employee will be considered for workplace accommodations under the Americans with Disabilities Act and the Washington Law Against Discrimination.
- i. In the event that an employee is unable to return to their position by the end of the approved leave of absence and the reason for the employee's leave of absence is a reason other than their own personal medical condition, SPS will fill the employee's position and employee's contract with SPS will be terminated or nonrenewed.

2. Liability Protection and Hold Harmless Provisions

- a. SPS shall hold harmless and shall provide one and one half million dollars (\$1,500,000) liability protection for each employee covered by this Agreement in case of suit, actions, or claims against the employee and/or SPS arising from or out of the employee's performance or failure of performance of duties as agent for SPS; provided that SPS shall not be obligated to hold harmless or defend employees in connection with acts or omissions outside those performed as an agent of SPS or in connection with an employee's gross negligence, willful or wanton misconduct, violation of law or criminal act; provided that the employee must give to SPS immediate notice of any suit, claim, or action brought against the employee.
- b. SPS agrees to adopt such methods as it and SPS insurance carrier may deem appropriate to inform itself and correct safety and health hazards and deficiencies relating to school property, activities, and procedures. PASS agrees that it will support and assist SPS in all efforts to be informed of and to correct safety and health hazards and deficiencies.
- c. Specifications for staff coverage in SPS's liability protection shall be developed by SPS Insurance Review Committee involving employee organization representatives of which a PASS representative will be a part.

3. Group Insurance Provision

- a. Group insurance will be provided through the School Employees Benefits Board.
- b. PASS shall have the right to designate one or more representatives to any district constituted Group Insurance Review committee.

4. Worker's Compensation:

- a. Employees who are on a leave of absence due to injuries or occupational illness which resulted from the employee performing contracted professional duties shall be provided by the SPS, as a self-insured employer for Worker's Compensation, continuation of salary without loss of sick leave during the period of disability caused by an injury on duty in compliance with the terms of the Industrial Insurance Laws of the State of Washington. The injuries or occupational illness occurring as a result of the employee performing contracted professional services are subject to certification by a duly qualified physician. The employee will be eligible for continuation of salary without loss of pay for sixty workdays exclusive of using earned leaves to bring the total compensation to 100% of pre- disability compensation. After **sixty (60)** workdays the employee may use remaining accumulated paid leaves to bring total compensation to 100% of pre-disability until the paid leave runs out. After 60 workdays or when earned leaves run out, whichever occurs later, the employee will receive the statutory benefit under the Industrial Insurance Laws of the State of Washington.
- b. The employee shall promptly complete a Self-Insurer Accident Report claim form with the assistance of the supervisor of the work location where the injury occurred, in accordance with SPS insurance procedures. The employee shall file a claim for occupational illness on an appropriate form, in accordance with SPS and State insurance procedures.

- c. The employee shall conform to the requirements of the Industrial Insurance Laws of the State of Washington by providing to the SPS monthly reports from the attending physician which documents a medical condition which prevents the employee from performing any contracted professional duties.
- d. The employee shall return to contracted professional duties when deemed fit by the employee's attending physician in accordance with the Industrial Insurance Laws, with the concurrence of the SPS's appointed medical officer. At the time of return to work, Time Loss Compensation benefits for absence due to injury on duty or occupational illness shall cease.

5. Bereavement Leave:

- a. Up to three (3) days Bereavement Leave will be granted for each occurrence of death in the employee's immediate family. In cases where funeral services are located more than two hundred (200) miles from the employee's home, the employee may request up to two (2) additional days leave for the purpose of travel to and from the services. The requests should be sent to the employee's immediate supervisor.
- b. Bereavement Leave shall be granted with full pay during the work year.
- c. For the purpose of Bereavement Leave, immediate family is defined to include parent, sibling, spouse or partner, child, child in-law, sibling in-law, parent in-law, grandchild, grandparent, aunt, or uncle (pibling), or anyone who is living with or considered part of the family.
- d. Bereavement Leave will be granted only for days immediately following the death and days directly linked to a formal observance of the death (e.g., a funeral or memorial service). Employees who appear to violate the intended purpose of bereavement leave may be required to show documentation (e.g., program from service, obituary, or copy of death certificate) for subsequent use and/or have a conversation about subsequent use and may be subject to discipline for failure to follow leave procedures.

6. Other Employee Benefits

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

7. 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.

8. Cell Phone Allowance

SPS will provide an \$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 of any given month will receive the allowance the following month.

9. Technology Allocation

SPS devices will be assigned by the Department of Technology Services ("DoTS") to the PASS leader, while they are an employee of SPS, with the understanding that should the employee separate from PASS and/or SPS, that they will return the devices to the Regional Executive Director of Schools.

10. 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 or in transporting the PASS member to or from their 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 deductible, 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 they have 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 employee's insurance does not cover the damage or loss in question. An employee must exhaust employee's 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, the PASS member will have access to additional professional development dollars up to \$500, to be used in a manner that is consistent with the plan.
2. SPS and PASS shall convene annually to review and appropriately adjust the long-range District-wide Professional Development Plan for PASS members.
3. State and national dues for PASS members will be paid for by SPS.
4. Professional Development:
 - a. \$500 will be designated during each year of the contract for each PASS member as an allocation for individual professional growth and development. The utilization of the \$500 is determined by each PASS member for their own professional development needs. Each year the \$500 must be spent or encumbered by June 30, with all funds spent by August 31. Any unused funds will not roll over to the following year.

The purpose of professional development will be to support collaborative inquiry work and work aligned to the Strategic Plan that supports a PASS member's commitment to obtain the requisite skills to enhance their work as instructional leaders with an emphasis on the elimination of the achievement gap.

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

their building principal(s).

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

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

5. PASS members agree to collaboratively develop with their immediate supervisor an annual personal professional development plan. The individual plan will support the school's academic plan and/or professional development needs and interest of the PASS member.

SECTION H: Workload

1. SPS and PASS will work collaboratively to provide adequate working conditions for PASS members. PASS representatives will be invited to participate as part of the budget advisory team to make and review specific recommendations concerning school and program funding. SPS recognizes the challenges buildings face in addressing such issues as supervision and evaluation, special education program placement, special education/bilingual/homeless/free and reduced lunch enrollment levels, student health concerns and nursing needs, safety and security, drug/alcohol/mental health intervention needs, truancy, family and community engagement, new or additional federal and state requirements (e.g., ESSA and student learning plans), and new or additional District policies and initiatives. SPS will work with PASS to support buildings in meeting these challenges within the context of ongoing District budget constraints and inadequate state funding overall.
2. SPS will consider reasonable maximum evaluation loads, including both certificated and classified staff. In cases where the individual evaluation load is excessive, efforts will be made to provide support to reduce the workload. This may include redistribution of evaluations to other qualified evaluators, sharing evaluation duties between building administrators, flexibility in adjusting evaluation cycles from Comprehensive to Focused, providing additional personnel to help with evaluations or special project pay, if warranted.
3. The SPS/PASS Workload Committee will reconvene and work collaboratively to problem solve workload concerns. The Committee will meet every other month (or as mutually agreed) with the purpose of understanding and minimizing PASS workload. The Committee will plan for upcoming issues, simplify processes, develop joint communications, and other activities to provide support to PASS employees.
 - a. The SPS/PASS Workload Committee will consist of PASS Component Representatives and the SPS Associate Superintendent 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 the August paycheck for that year's evaluation cycle. In the event that more than 25 PASS leaders are eligible for the stipend, the amount of \$50,000 will be prorated. In buildings or programs where multiple PASS leaders are assigned, the certificated head count will be divided by the PASS head count of the building to determine the number of stipends to assign. Only schools with a ratio of certificated staff to administrators greater than 25:1 are eligible to receive the stipend. For determination, whole numbers will be used. For example: 51 head count for two PASS leaders to evaluate would generate one stipend for the leader who has 26, and no stipend for the leader who has 25 head count. Dividing it into two counts of 25.5 headcount is not allowable. The building principal will make final decisions on headcount evaluation allocations.

ARTICLE III: EVALUATIONS

SECTION A: Evaluation Guidelines

1. Purpose
 - a. The purpose of the evaluation process is to support PASS leaders in becoming innovative instructional leaders.
 - b. The AWSP Leadership Framework, and the eight evaluative criteria represent the leadership standards for practice in Seattle Public Schools that all principals and assistant principals follow.
 - c. Given the assistant principal's unique role in the school, the AWSP Leadership Framework must be adapted to effectively evaluate the work of assistant principals. Our goal is to support assistant principals in becoming instructional leaders, who may become building principals, leading our schools. The principal is the evaluator of the assistant principal, and it is important to take into account the assistant principal's scope of authority in relation to the criteria.

2. Goal
 - a. The goal of the Principal Performance Evaluation process is to improve teaching and learning by focusing Principal, Assistant Principal, and Regional Executive Director of Schools, 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 Regional Executive Director of Schools 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 SPS.

- 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 RCW 28A.405.100.
- x. Considers the support and authority school leaders need to be effective.

4. Evaluative Criteria

- a. School leaders will be evaluated according to the School Board established evaluative criterion consistent with RCW 28A.405.100. The parties recognize that RCW 28A.405.100 provides minimum procedural standards and that in the spirit of mutual accountability and support, it is recognized that an evaluation system must hold student learning and student outcomes as the focus. In addition to the eight (8) evaluative criteria, student growth data is a substantial factor in evaluating the summative performance of certificated school leaders.
- b. The parties agree that the identified support and authority components for each of the eight (8) evaluative criteria in the AWSP Framework are "recommended components" for organizational effectiveness and are considered to be good examples of system considerations. As such, both parties will make a good faith effort to provide the conditions necessary for school leaders to excel in the profession. These components will not supersede evaluation ratings, but evaluators will take context into consideration.

SECTION B: The Role of the Evaluator

- 1. In the Principal Performance Evaluation Process, the evaluator is expected to:
 - a. Be led by the Principal Evaluation Guidelines.
 - b. Be fully familiar with the vision, goals, and total instructional program, as well as the Comprehensive School Improvement Plan, the School Performance Index, and the operational procedures of the school or program.
 - c. Ensure that decision-making relative to the total evaluation process is data-based.
 - d. Ensure that administrators have clarity of the performance expectations for school and/or programs for the school year.
 - e. Adhere to all timelines established in the evaluation process.
 - i. By October 1 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 of a given year, the evaluator and the employee will meet to establish goals for the coming year.
- iii. By February 15 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” or “acting”
 - 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 1 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) workdays prior to June 1.
- f. Provide verbal or written feedback for each “formal” school or site visit or observation conducted as part of the evaluation process. The number of observations will be determined by the circumstances of each site. Examples might include personal observations; information that has come to the evaluator’s attention; school/classroom visits; staff meetings; community meetings; parent conferences; faculty/parent advisory meetings; staff, student/parent conferences; general operations observations; administrative meetings, articulation committee meetings, etc.
- g. Maintain clear, concise documentation of all significant concerns about staff performance including action taken by the evaluator to apprise the staff member of the concerns and the suggestions for addressing the concerns. All concerns regarding a school leader’s performance should be put in writing and shared with the leader in a timely manner.
 - i. If concerns about an employee’s performance surface during a school/site visit or observation, the evaluator must provide this feedback to the employee.
 - ii. Written feedback can be documented in hardcopy, via email, or in another mutually agreed upon format.
 - iii. Oral feedback regarding a concern must be documented in hardcopy or electronically.
- h. Provide written recommendations for significant school/site successes in academic and community related activities.
- i. Develop a Support Plan or Performance Improvement Plan for, and in collaboration with, the administrator when performance issues are identified. The Plan should identify specific goals, expectations, timelines, and measure progress and accountability.
- j. Meet at regular intervals with a school leader who is on a Performance Improvement Plan and provide formal, written feedback on their performance. At a minimum, meetings will take place monthly.
- k. Maintain a file or portfolio or appropriate documentation or school/site performance evidence that was relied upon to evaluate a school leader who is on a Performance Improvement Plan.
- l. Apply all aspects of the evaluation process consistently and fairly to all schools/sites and all school leaders.

SECTION C: Implementation Guidelines for the Principal Performance Evaluation Process

1. The School Leader Evaluation Process

- a. The school leader evaluation process consists of two types of evaluations: a Comprehensive Evaluation, and a Focused Evaluation. The same evaluation instrument is used for both processes.
- b. Experienced school leaders will be evaluated on the Focused Evaluation except as follows:

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

All school leaders, regardless of performance, must be evaluated on a Comprehensive Evaluation cycle once every six (6) years.

- c. An experienced school leader is a person who has spent three or more consecutive years of employment as a principal with SPS 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 their second year of employment with SPS. All other school leaders are referred to as new school leaders in the Evaluation process.

2. The AWSP Framework

- a. The AWSP Framework shall be used for all formal evaluations of a school leader. The evaluation framework is the mechanism for providing formal evaluations that are based on eight performance standards in eight domains.
- b. Each criterion has components within it. Criteria 3, 5, and 8 also have student growth rubrics. Performances on these are scored separately and make up the student growth impact rating.
- c. An overall summative score shall be derived by a calculation of all summative criterion scores combined with the student growth rubric scores in 3.5, 5.4, and 8.4. 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, SPS's Strategic Plan, School Performance Index, test data, and the eight criteria listed in the AWSP Framework.
- b. A school leader on a focused evaluation cycle will choose one criterion. If criterion 3, 5, or 8 is chosen, the student growth rubric associated with the criterion will be used. If 1, 2, 4, 6, or 7 is chosen, a student growth rubric from 3, 5, or 8 must also be used.
- c. During the goal setting conference, the parties will collaborate on the Goal Setting Plan that captures the above considerations as well as other professional goals that the school leader would like to achieve. The plan will be used, in part, to measure accountability for the school year. The plan will be completed by November 15 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 of the evaluation year.

6. Performance Schedule for School leaders

- a. School leaders in their first three (3) years in SPS 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 year 4 or beyond, may be on a focused evaluation cycle. Once every six (6) 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: District Support and Training for the Evaluation Process

1. SPS will provide Leadership/Professional Development opportunities for school leaders.
 - a. SPS 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 and Performance Improvement Plans 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 two or more of the criterion.
 - b. A 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.
 - 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 SP or PIP. The minimum duration for a SP or PIP will be forty-five (45) working days.
 - f. School leaders placed on a PIP or SP will be offered the support of a PASS Leadership Coach for the duration of the plan. PIP support will be prioritized if coaching support is unavailable.
 - g. 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.
 - h. Although most experienced school leaders will be on the Focused Evaluation cycle in most years, if, at any time, an evaluator develops performance concerns, he or she may take action to place the school leader on the Comprehensive Evaluation cycle prior to January 31 of each school year. The purpose of such actions is to provide support, monitoring, and additional feedback in areas of growth. Placing an experienced school leader on the Comprehensive Evaluation cycle may be done only if the action is preceded by a formal observation.

The decision to move a school leader from the Focused Evaluation cycle to a Comprehensive Evaluation cycle must be documented in writing.

- i. 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 timeframe 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 their personnel file for any evaluation in which they disagree.
- 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 their evaluator regarding notification, development, progress and/or final determination of a Support Plan or Performance Improvement Plan, 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 them at such a meeting. This provision applies only to the SP/PIP process and the formal appeal process. It does not otherwise apply to any other aspect of the formal evaluation process.

ARTICLE IV: 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) workdays 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 their immediate supervisor in private informal discussion(s) and every effort shall be made to adjust the complaint or deal with the problem in an informal manner. The informal conference shall occur within fifteen (15) working days of the employee's request for such a conference.

Formal Step 1:

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

Formal Step 2:

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

- a. The Director of Labor Relations will assign the complaint to an appropriate Central administrator for review and formal conference at Step 2. The PASS Executive Board will assign a PASS consultant to work with the PASS member.

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

Formal Step 3:

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

Formal Step 4:

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

ARTICLE V: GUIDELINES FOR ADMINISTRATIVE HANDLING OF SCHOOL/PROGRAM, PRINCIPAL, OR ASSISTANT PRINCIPAL COMPLAINTS

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

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

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.

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

1. Complaints About School/Program Issues

In handling a complaint, it is recommended that the principal do the following:

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

If the person complaining is not satisfied with how the principal handled the matter, he or she may pursue the issue with the principal's supervisor. The supervisor, after looking into the matter, may agree to the principal determination, amend it further, or institute a different action or resolution. The supervisor may also utilize steps a. – e. above. The supervisor should then communicate his or her decision to the complainant as well as the principal. This process does not restrict the grievance processes defined in collective bargaining agreements or non-represented staff agreements.

2. Complaints About a Principal

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

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

If the person complaining is not satisfied with how the principal handled the matter, he or she may pursue the issue

with the principal's supervisor. The supervisor, after looking into the matter, may agree to the principal determination, amend it further, or institute a different resolution. The supervisor may also utilize steps a. – e. above. The supervisor should then communicate his or her decision to the complainant as well as the principal. This process does not restrict the grievance processes defined in collective bargaining agreements or non-represented staff agreements.

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.

This process does not restrict the grievance processes defined in collective bargaining agreements or non-represented staff agreements.

4. Anonymity of Complaints and Keeping Principals in the Loop

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

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

APPENDIX A

2024-25 PASS Salary Schedule

Effective July 1, 2024, through June 30, 2025

Grade	Step 11	Step 12	Step 13	Job Code	SAP Title
29 Hourly Equivalent	\$ 78.32	\$ 80.17	\$ 82.08	15001058	Asst Principal Elementary
29 Monthly Equivalent	\$ 13,575.47	\$ 13,896.13	\$ 14,227.20		
29 Annual Salary	\$ 162,906	\$ 166,754	\$ 170,726		
30 Hourly Equivalent	\$ 81.82	\$ 83.73	\$ 85.73	15001059	Asst Principal Middle School
30 Monthly Equivalent	\$ 14,182.13	\$ 14,513.20	\$ 14,859.87	15001057	Asst Principal- Alt School
30 Annual Salary	\$ 170,186	\$ 174,158	\$ 178,318	15023752	K-8 Assistant Principal
31 Hourly Equivalent	\$ 85.47	\$ 87.49	\$ 89.57	15001060	Asst Principal High School
31 Monthly Equivalent	\$ 14,814.80	\$ 15,164.93	\$ 15,525.47	15023632	Assistant Principal Interagency
31 Annual Salary	\$ 177,778	\$ 181,979	\$ 186,306		
32 Hourly Equivalent	\$ 88.30	\$ 90.26	\$ 92.32	15001754	Elementary Principal I
32 Monthly Equivalent	\$ 15,305.33	\$ 15,645.07	\$ 16,002.13	15001795	Alternative School Principal I
32 Annual Salary	\$ 183,664	\$ 187,741	\$ 192,026		
33 Hourly Equivalent	\$ 91.61	\$ 93.67	\$ 95.79	15001755	Middle School Principal
33 Monthly Equivalent	\$ 15,879.07	\$ 16,236.13	\$ 16,603.60	15001796	Alt School Principal II
33 Annual Salary	\$ 190,549	\$ 194,834	\$ 199,243	15023118	SPS Skills Center School Principal
34 Hourly Equivalent	\$ 98.72	\$ 100.95	\$ 103.22	15001756	High School Principal
34 Monthly Equivalent	\$ 17,111.47	\$ 17,498.00	\$ 17,891.47	15023634	Interagency Principal
34 Annual Salary	\$ 205,338	\$ 209,976	\$ 214,698		
35 Hourly Equivalent	\$ 89.96	\$ 91.97	\$ 94.06	15023633	K-8 Principal
35 Monthly Equivalent	\$ 15,593.07	\$ 15,941.47	\$ 16,303.73		<i>*blended rate of Middle School</i>
35 Annual Salary	\$ 187,117	\$ 191,298	\$ 195,645		<i>& Elementary Principal</i>

260 days; 2080 hours

The 2024-25 PASS salary schedule includes an increase of 3.7% based on the legislative inflationary increase (currently the Implicit Price Deflator (IPD)) as set forth in the state budget.

The 2025-26 PASS salary schedule shall be increased by the legislative inflationary increase (currently the Implicit Price Deflator (IPD)) as set forth in the state budget.

The 2026-27 PASS salary schedule shall be increased by the legislative inflationary increase (currently the Implicit Price Deflator (IPD)) as set forth in the state budget.