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SEA Cert CBA

School closure specific provisions:

- **Article VIII, Section H: Administrative Transfer Procedures (p. 78 – 80)**

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

1. Guidelines for Administrative Transfers: SPS has the legal responsibility to establish the educational programs, services and staff in accordance with SPS's basic educational goals and program continuity consistent with the financial resources available. SPS has the authority to make necessary adjustments in SPS's educational programs, services and staff to be consistent with financial resources available and the provisions of this Agreement.
 - a. The appropriateness of the assignment of employees has a significant impact on the morale of the employee and their effectiveness in the total educational program.
 - b. SPS shall comply with Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Amendments, Section 504 of the Rehabilitation Act of 1973, and the Affirmative action goals of the SPS in placing and transferring employees.
 - c. SPS and SEA may agree that it is in the best interest of the employee, the site, students and the SPS to transfer an employee from their assignment or building. When there is such agreement by SPS and SEA the decision is not grievable.
2. Transfer by Administrative Decision:
 - a. Employees who are transferred by administrative decision for the following year shall be notified in writing as soon as practicable, but no later than 06/01 of the school year. Employees who are to be transferred at other times shall be given at least one (1) weeks notice. The written notification shall include the reasons for the transfer.
 - b. The building principal/program manager will confer with the individual tentatively selected for administrative transfer, shall provide tentative notice of transfer in writing, and shall provide the employee with an opportunity to comment.
 - c. Criteria listed in Item 1 above shall be utilized for administrative transfer.
 - d. An employee who is selected to transfer as a result of administrative decision after the beginning of the school year shall be assigned to a position as expeditiously as possible. Unless there are some unusual circumstances, the employee will remain in the original assignment until a position is available.
 - e. Employees who are on probation are prohibited from transferring from one site or assignment to another site or assignment without the approval of the principal/program managers of the schools/buildings and/or the appropriate education directors. SPS will notify SEA of any proposed transfers.
3. Impact of School Closure: Movement/Transfer of Equipment, Teaching Materials, Personnel and Programs:

- a. Employees from closed schools will be responsible for transporting their personal materials and equipment to their new work location; for example: self-made teaching materials, gifts, and items purchased by the employee. However, the SPS will transport the above-mentioned materials on an exception basis for employees requiring accommodation under Section 504 of the Rehabilitation Act of 1973.
- b. Employees from closed schools may personally transport SPS-owned personal-use items, such as: pens, scissors, rulers, binders and staplers, to their new work locations after filling out an inventory list and submitting it to the building principal/program manager.
- c. SPS will develop a process whereby employees from closed schools will be given the opportunity to request the transfer of SPS textual materials and/or equipment they presently use to their new SPS locations. Textual materials and/or equipment approved for transfer will be transported to the employees' new assignments by SPS.
- d. Every effort shall be made to have the materials of transferring employees from closed schools transported by SPS to their new work locations by August 17.
- e. It will be a top priority of SPS to have essential equipment, supplies and textual materials assigned and available in all buildings by August 17.
- f. In the event that an employee, who has been reassigned as a result of school closure or relocation of programs, performs duties as mutually determined are necessary by the employee and the SPS which are associated with school closure or relocation of programs, the employee will be compensated for duties performed beyond their contracted work year at the employees per diem rate. The employee will receive at a minimum one day to pack their assigned classroom and one day to unpack their classroom. Those employees who require more time to pack the District supplies in their workspace such as librarians, physical education teachers, band directors, etc. will be compensated for up to three (3) days to pack and unpack. This section includes those sites that are scheduled for construction and require employees to move into other buildings/classrooms.

Provisions with possible relevance

- **Likely necessary to review Article VIII, Section J: Program Movement or Closure for applicability (p. 80)**
 - While the three (3) provisions seem to discuss closure, there is language that includes conditions whereby the “original site” remains open. These, therefore, would not seem to apply to full closure/consolidation of school where the “original site” will not be open.
- **Likely necessary to review Art. VIII, Section K: Employees Covered Under Section 504 of the Rehabilitation Act of 1973 (p. 80)**
 - [While the regulatory reference is incorrect (the correct reference for employees is the Americans with Disabilities Act of 1980), this provision requires compliance with an employee’s workplace accommodations as necessary when determining certificated staff placement.]
- **Likely necessary to review Article VIII, Section B.2 (p. 73-74) regarding displaced staff, as follows:**
 2. For purposes of this section, “displaced” staff are defined as staff who:
 - a. Are involuntarily removed from a building or program as a result of being least senior in their category because the number of staff exceeds the building’s requirements for the following year.
 - b. Volunteer to leave the building or program either because the number of staff exceeds the building’s requirements for the following year or the school direction has changed, and the displacement removes the need to displace someone else. If there are more volunteers than necessary, the most senior volunteer will be offered the opportunity to move.
 - c. Volunteer to leave a school or program that SEA and the SPS have mutually agreed is undergoing a significant change in direction.

- d. Volunteer to leave a "school requiring SPS intervention" as described in Article VIII, G, below.
 - e. Are involuntarily removed due to a building or program closure.
 - f. Are returning from leave of more than one year.
 - g. Are new recruits to the SPS who have been offered contracts and need assignments.
 - h. Any employee who is not meeting the expectations of the performance schedule, as set forth in Article XI, will not be permitted to voluntarily displace himself/herself from a school or program.
3. Assignment of displaced employees:
- a. All individuals remaining in the displaced pool on July 1st, including new recruits, will have a temporary assignment prior to the opening of school. These temporary assignments will be in vacant positions for which they qualify or, if no position for which they qualify exists, they may be placed on temporary assignments in buildings to assist as a substitute on contract until another position for which they are qualified is available.
 - b. At the start of the school year unassigned staff placed as temporary substitutes into vacant positions for which they are qualified but do not hold the right category will receive consideration for permanent placement in the positions.
 - c. Except as provided elsewhere, any contracted teacher who is displaced from a building, and no position for which they are qualified is available, the employee will be designated a substitute-on-contract (SOC) at full pay and benefits until they are assigned a position.
 - d. An employee who is displaced shall have the right to return to their immediate previous work location if that former assignment becomes available within two years of the teacher's being displaced. Employees must notify Human Resources in writing by February 1st of the current year if they wish to exercise their right to return the second year.

School closure specific provisions:

- **Primary language seems to be found in Article VII: Staff Adjustment, Displacement, Layoff, Recall (p. 47-53), as follows:**
 - Section E: Program Movement or Closure
 1. ... [this provision references options to stay at original site, which would not be applicable]
 2. ...[this provision details what happens if a program is re-instated within two years, which would not be applicable at this time.]
 3. Employees who are displaced as a result of school closure shall select from open vacancies after people with return rights to previous positions have been placed and before any other step of the staffing process occurs. Employees displaced as a result of school closure will select in their own seniority order.
 - **Regarding seniority, the following provisions are applicable**
 1. Article VII, Section B: General Provisions (p. 47-48)
 1. [This provision requires SPS develop job groups and designate the specific job titles within each job group. However, section B.2 defines job groups, below.]
 2. [Job groups are: Program Support Paraprofessionals and Instructional Paraprofessionals.]
 3. Each employee will be notified annually of the Job Group they hold and all of the job titles that are in their Job Group. Each employee will select job titles within their Job Group for which they meet the minimum qualifications and/or within titles previously held in another Job Group. An employee's request for additional job titles will be subject to verification by the SPS and confirmed in writing to the employee.
 4. The SPS will provide the SEA with a master copy of the bargaining unit seniority list and two (2) copies of the building seniority list given each principal/program manager prior to the beginning of the staff adjustment process.
 5. SPS efforts to secure comparable positions for employees who are displaced or laid off are based first on verified job title(s), second on FTE, and third on length of the most recent work year.
 2. Section C: Seniority
 1. Seniority lists for staff adjustments, displacement, lay-off and recall, shall be established for employees by their current job titles. For the purposes of this procedure, seniority is defined as regular employment in the SPS, excluding time worked as a substitute, an hourly employee or extra time. A 198-day work year of 7 hours per day (1386 hours) is equivalent to one year of seniority. Regular part-time employment is prorated based on the number of hours worked. An employee shall not accrue more than one year of seniority in any given work year regardless of the total number of hours worked.
 2. [Regarding seniority of former SPS employees]
 3. Each employee will be retained by seniority order in their current job title.
 4. [Seniority for laid-off then rehired by Dec. 1]
 3. Section D: Staff Adjustments and Displacements
 1. Principals, program managers and other administrators shall make recommendations for staffing consistent with program requirements and services based on financial resources available.

2. In the event that staff displacements within the bargaining unit are necessary, such adjustments shall take the form of total displacement and/or partial displacement as a reduction in work hours per day and/or work year. Partial displacement in the form of reduction in work hours and/or work year must leave the employee at .5 FTE or greater in the assignment.
3. Any employee whose work hours and/or work year have been reduced to greater than . FTE, but less than 1.0 FTE may choose between the following options:
 - a. Remain in their present assignment and accept the reduction in work hours and/or work year, thus accepting the reduction in employment work hours and/or work year in order to retain the present assignment. This means that the SPS has no obligation to restore the reduced work hours and/or work year. Return rights are retained.
 - b. Being totally displaced to the full extent of the present work hours and/or work year.
4. An employee whose position is reduced to .5FTE may choose between the following options:
 - a. Remain in the present position .5 FTE and be displaced for the remainder of their FTE. If this option is chosen, the may seek a second position equal to the amount of FTE that has been displaced or seek a totally new position equal to the present total FTE (to make [themselves] whole).
 - b. Being totally displaced to the full extent of the present work hours and/or work year.
5. Principal/Program Manager Recommendations: Staff adjustment recommendations by the principal/program manager shall be accomplished by the following process:
 - a. Positions funded for the next work year will be identified.
 - b. Based on seniority within the job title, employees whose positions are identified as not funded for the next work year will be tentatively identified as “displaced.”
 - c. The principal/program manager will notify Employment Services of the staffing adjustments they are recommending.

○ **Regarding layoff procedures, Article VII, Section F (p. 49-50)**

Section F: Layoff

1. [Conditions necessitating layoffs, including large insufficiencies in State funding or large reductions in categorical funds or projects]
2. [Minimizing layoffs through budget adjustments]
3. In the event of layoffs [for reasons not included in #1], the SPS shall inform the SEA when the nature and approximate size of the proposed staff adjustments are known. The SPS and the SEA will immediately meet to review the changes.
4. The performance rating (evaluation) of employees shall not be a factor in determining the order of layoff under this Section
5. Layoff Criteria
 - a. Based on budget allocations, the SPS will identify positions to be retained, eliminated and/or adjusted in hours or days.

- b. The number of employees to be laid off will be based on the number of positions to be retained/eliminated or adjusted.
- c. Those employees to be laid off will be selected by identifying the least senior employee in the job title. SPS will consider other job titles held within the job group if the employee is identified for lay off.

6. Layoff Procedures

- a. Lay-offs will be made within the bargaining unit and within the employee's current job title. If an employee is laid off in their current job title, the employee's seniority will be reviewed for other positions for which they have a job title.
- b. Seniority Bumping Guidelines
 - 1) Bumping will occur when a more senior employee identified for RIF bumps a less senior employee in a job title that he or she previously held for a minimum of three (3) months.
 - 2) The job title that the individual is eligible to bump into must be on the individual's job title list and at the same grade or lower.
 - 3) If the individual is in a part-time appointment in two job titles, with different grades, the individual will have bumping rights in either job title.
- c. All position vacancies created because of the layoff of employees with the least seniority or because of normal attrition will be identified by job title.
- d. All employees will be listed by SPS seniority within current job title.
- e. Displaced employees who are not qualified for placement in any vacancy will be re-identified as "laid-off".
- f. "Unassigned pool(s)" shall be created separately from the displacement pool in order to reduce the number of employees who might otherwise be laid off.
 - 1) Job titles for the unassigned pool(s) shall be mutually agreed upon by the SPS and the SEA. Each unassigned pool will contain no more employees than there were in the job title during the previous work year.
 - 2) The number of unassigned employees in this pool shall be determined by the SPS based on anticipated vacancies for the coming work year.
 - 3) Employees in the unassigned pool will be merged with the displacement pool in seniority order.
 - 4) Employees initially placed in the unassigned pool shall have the same return_rights as displaced employees as outlined in Article VII Section I.3 below.

○ **Regarding layoff exemption process - Article SECTION G: Exemption Process (p. 50-51)**

- 1. In order to retain a workforce that includes racial, gender, linguistic and equity literate educators in times of displacement and/or reduction in force, SPS may as allowed by law, take action on a principal/program manager's recommendations for exemptions to displacement and lay-off (reduction in force) using the following three (3) specific criteria:
 - a. Critical program and/organization function: a position which is unique or essential to maintaining at least a minimum continuity level of a critical or legally mandated SPS program or function.

- b. Special and unique skills and expertise: unique expertise or training in critical instructional or educational support areas as demonstrated by training, specific experience and education.
 - c. Use of the Racial Equity Analysis Tool points to an adverse impact on students furthest from educational justice when making staffing, budgetary or displacement/layoff decisions.
 - 2. SPS shall notify SEA within five (5) working days of any exemption recommendations that are approved. The notice shall include the following information: The exemptions granted, the positions involved, the name(s) of the incumbent(s), the rationale for granting the exemption(s), and the person(s) affected.
- **Additional notification requirements - SECTION H: Notification of Employment Status (p. 51)**
 - 1. The SPS will notify employees of their employment status for the following work year prior to the end of the school year or fiscal year, whichever is first.
 - 2. Employees whose positions are in question due to funding uncertainties will receive written notice prior to the end of the work year or as information is received by the SPS which affects their positions.
 - 3. Whenever the SPS becomes aware that a program will be changed or terminated or a school or a department is to be closed and positions are to be terminated as a result thereof, the SPS will notify the affected employees in writing no less than two (2) weeks prior to the termination date.
 - 4. Employees who do not receive reasonable assurance by the end of the school year of continuing employment for the following school year may wish to investigate the possibility of unemployment compensation benefits pursuant to RCW Title 50.
- **Regarding displaced staff placement - SECTION I: Placement of Displaced Staff (p. 51-52)**

Staff Placement Guidelines:

- 1. In placing and transferring employees, it is recognized that the appropriateness of the assignment will have significant impact upon the effectiveness of the total educational program for children and upon the morale of the employees.
- 2. If the least senior displaced unassigned employee does not select a position for which they are qualified, they shall be assigned by the last week of August to any open position within their current verified job titles and SP Salary Schedule level or below, based upon their seniority and qualifications. If the employee, after being notified of their least senior status in the Displaced Employee Pool, refuses an assignment, they shall be laid off and placed in the Re-employment Pool. The SPS shall send a certified letter to the employee confirming the employee's refusal to accept an assignment
 - a. In the event that there are positions available for which displaced unassigned employees are not currently qualified, such employees will agree to:
 - 1) Select any open position at their current SP Salary Schedule level or below based on seniority, and participate in a retraining program at SPS expense in order to qualify for the position; or,
 - 2) Sign a waiver form and be placed on the recall list.
 - b. In the event that there are no positions available, the displaced employee may remain in the Displaced Employee Pool and serve as a substitute, at their current salary level, until a position becomes available within their current SP Salary Schedule level or below, at which time they will be assigned in accordance with Article VII.

Employees not assigned to a position by the first day of the subsequent work year will remain in the displaced pool and shall serve as substitutes in any appropriate position for which the employee is qualified in priority order:

- c. Employees in the displacement pool(s) who refuse temporary or substitute assignments shall not be paid for the day(s) of non-acceptance of an assignment. Rejection of more than three (3) temporary or substitute assignments within the retained job title shall be grounds for layoff and placement on the recall list.
 - 1) Job title for which the employee was retained;
 - 2) Job title on employee's job title verification sheet;
 - 3) Job title for which an employee is qualified but is not listed on verification sheet;
 - 4) Job title employee could qualify for as per Substitute Office evaluation.
- d. As permanent positions are authorized, the SPS will offer those positions in seniority order to qualified employees in the displacement pool. Employees may decline offers until they are the least senior in the job title, at which time they must accept the offer or be laid off and placed on the recall list.
- e. Employees placed in the displacement pool shall suffer no loss of salary and/or benefits. The probability of being assigned to substitute and the possible need to be able to travel to several building/program locations will be made clear in the retention letter sent to employees or at the In-Person Staffing, prior to these positions being selected.
- f. The exercise of the right to return as noted in Article VII Section I.3 below shall take precedence over the assignment of positions to employees in the displacement pool.

3. Return Rights

- a. Return to a comparable position: Based upon their seniority and qualifications, an employee who has been reduced in hours, work days, or SP Salary Schedule level shall have the right to return to a position comparable to the one held during the previous school year and shall request the right to return in writing to Employment Services each year. If the above does not occur within one year, the right to return to a comparable position shall be extended for a second year.
- b. Return to the building: Subsequent to the filling of vacancies under Article VII Section I.3. a. above, and based upon seniority, any employee shall have the right to return to the same building in the same job title held during the previous school year.
 - 1) In order for an employee to be able to exercise their right to return to a building, the vacancy must be identified by October 31st. The vacancy identification will be by submission of a PCR, written staff request to a (DSU) Committee or a District-level administrator/supervisor, and/or by filing a grievance.
 - 2) The right to return will be implemented as soon as possible, but no later than Winter Vacation.

4. Filling Remaining Vacancies

Subject to Article VII Section J.4. below, positions available at a higher SP Salary Schedule level than held by any displaced unassigned employee will be advertised and filled in accordance with the transfer procedures of Article VI Section E.

- **While there will likely be more displaced staff than available spots, the following provision details recall rights - SECTION J: Reemployment of Laid Off Employees (Recall) (p. 52-53)**

1. Employees who are laid off may add verified job titles to which they wish to be recalled until the last day of June in the year they are notified of their lay off. Job titles added under this section are for recall purposes only and shall have no impact on displacement or lay off for which the employee has already been notified.
2. Employment Services shall identify positions to which to recall laid off employees consistent with Article VI Section C.1. A Re-employment Pool shall be created from which laid off employees will have priority for available vacancies for which they are qualified. Those having the greatest seniority will receive first offers of employment in positions for which they are qualified. When the employee is re-employed their prior service with the SPS shall be utilized in determining their placement on the salary schedule upon return to active service. Those laid off shall have the right to be recalled without increment credit for two years following their last day of work after being laid off unless:
 - a. They notify Employment Services that they are no longer available.
 - b. They fail to inform Employment Services in writing by the 10th of every other month beginning in September that they are available to return to work and any change in contact information.
3. The SPS shall contact the employee for available positions for recall, except for the assignment(s) which the employee refused. If the employee accepts a permanent position with another school district, the employee shall be deemed to have forfeited their recall rights under this Section.
4. Those laid off and recalled shall have a right to return to their previous position for one year if their previous position is identified as vacant by October 31st of the first year following lay off.
5. Employees who are recalled to, or apply for and are hired into, positions of lower hours per day, shorter work year or lower SP Salary Schedule level than the assignment from which they were laid off may continue to notify the SPS in writing of their desire to be recalled to their former job title, FTE and/or work year pursuant to the requirements of Article VII.J. above. If they do so, they shall continue to be eligible for recall to their former job titles, FTE and/or work year on the same basis as other employees on the recall list.
6. Accumulated seniority and sick leave are retained for those re-employed following layoff due to staff adjustments. Prior service with the SPS shall be utilized in determining salary placement for those re-employed within two (2) years. Increment credit shall not be granted during the period prior to reemployment.
7. Seniority for laid-off employee who is rehired by December 1 during the first year after being laid off shall be calculated as if the employee had not been laid off.

Provisions with possible relevance

- **May be relevant to review the following under Article VI: Vacancy, Hiring, and Transfer, as follows:**
 - Art. VI, Section F: Administrative Transfer (p. 45)
 1. Guidelines for Administrative Transfer
 1. The SPS has the legal responsibility to establish the educational programs, services and staff in accordance with the SPS's basic educational goals and program continuity consistent with the financial resources available. The SPS has the authority to make necessary adjustments in the SPS's educational programs, services and staff to be consistent with financial resources available and the provisions of this Agreement.
 2. ...
 3. The SPS shall comply with Title VII of the Civil Rights Act of 1964 [prohibition of race, ethnicity, national origin discrimination], Title IX of the 1972 [Education] Amendments [prohibition of sex/gender discrimination], Section 504 of the Rehabilitation Act of 1973

[again, wrong regulatory reference, but prohibition of disability discrimination], and the Affirmative Action goals of the SPS in placing and transferring employees.

4. ...
2. Transfer by Human Resource Administrative Decision
 1. Employees who are transferred by Human Resource administrative decision for the following year shall be notified in writing as soon as practicable, but no later than June 1st of the school year. Employees who are to be transferred at other times...
 2. The building principal/program manager will confer with the individual tentatively selected for administrative transfer, shall provide tentative notice of transfer in writing, and shall provide the employee with an opportunity to comment.
 3. Criteria listed in Article VI Section F above shall be utilized for administrative transfer.
 4. An employee who is selected to transfer as a result of an HR administrative decision after the beginning of the school year shall...

School closure specific provisions

- **Article VI, Section F: Administrative Transfer (p. 45)**

1. Guidelines for Administrative Transfers:
 - a. ...[SPS has the legal responsibility]...
 - b. ...[impact on morale]...
 - c. The SPS shall comply with Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Amendments, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Washington Law against Discrimination, and the Affirmative Action goals of the SPS in placing and transferring employees.
 - d. ...[agreement to transfer not grievable]...
2. Transfer by Administrative Decision:
 - a. Employees who are transferred by Human Resource administrative decision for the following year shall be notified in writing as soon as practicable, but no later than June 1st of the school year. Employees who are to be transferred at other times shall be given at least one (1) weeks' notice. The written notification shall include the reasons for the transfer.
 - b. ...[The building principal/program manager will confer]...
 - c. Criteria listed in Section VI.F.1 above [compliance with non-discrimination regulations and affirmative action plan] shall be utilized for administrative transfer.
 - d. ...[transfer after the start of the year]...

- **Article VII: Staff Adjustment, Displacement, Layoff, Recall**

- **Section B: General Provisions (p. 47)**

1. The SPS will develop job groups and determine which job titles will make up each job group...
2. Job groups for the bargaining unit shall be as follows:
 - a. Office/Clerical/Secretarial
 - b. Specialized Support
3. Each employee will be notified annually of the Job Group they hold and all of the job titles that are in their Job Group. Each employee will select job titles within their Job Group for which the employee meets minimum qualifications and/or within titles previously held in another Job Group. An employee's request for additional job titles will be subject to verification by the SPS and confirmed in writing to the employee.
4. The SPS will provide the SEA with a master copy of the bargaining unit seniority list and two (2) copies of the building seniority list given each principal/program manager prior to the beginning of the staff adjustment process.
5. SPS efforts to secure comparable positions for employees who are displaced or laid off are based first on verified job title(s), second on FTE, and third on length of the most recent work year.

- **Article VI, Section C: Seniority (p. 47-48)**

1. Seniority lists for staff adjustments, displacement, lay-off and recall, shall be established for employees by their current job titles. For the purpose of this procedure, seniority is defined as regular employment in the SPS, excluding time worked as a substitute, an hourly employee or extra time. A 198-day work year of 7 hours per day (1386 hours) is equivalent to one year of seniority. Regular part-time employment is prorated based on the number of hours worked. An employee shall not accrue more than one year of seniority in any given work year regardless of the total number of hours worked.
2. ...[Former employees who return to SPS]...

3. Each employee will be retained by seniority order in their current job title.

4. ...[Seniority for a laid-off employee who is rehired]...

• **Article VII, Section D: Staff Adjustments and Displacements (p. 48)**

1. ...{Principals, program managers and other administrators shall make recommendations for staffing}...

2. In the event that staff displacements within the bargaining unit are necessary, such adjustments shall take the form of total displacement and/or partial displacement as a reduction in work hours per day and/or work year. Partial displacement in the form of a reduction in work hours and/or work year must leave the employee at .5 FTE or greater in the assignment.

3. Any employee whose work hours and/or work year have been reduced to greater than .5 FTE but less than 1.0 FTE may choose between the following options:

a. Remain in their present assignment and accept the reduction in work hours and/or work year, thus accepting the reduction in employment work hours and/or work year in order to retain the present assignment. This means that the SPS has no obligation to restore the reduced work hours and/or work year. Return rights are retained.

b. Being totally displaced to the full extent of the present work hours and/or work year.

4. An employee whose position is reduced to .5 FTE may choose between the following options:

a. Remain in the present position .5 FTE and be displaced for the remainder of their FTE. If this option is chosen, they may seek a second position equal to the amount of FTE that has been displaced or seek a totally new position equal to the present total FTE (to make them whole).

b. Being totally displaced to the full extent of the present work hours and/or work year.

5. Principal/Program Manager Recommendations: Staff adjustment recommendations by the principal/program manager shall be accomplished by the following process:

a. Positions funded for the next work year will be identified.

b. Based on seniority within the job title, employees whose positions are identified as not funded for the next work year will be tentatively identified as "displaced."

c. The principal/program manager will notify Employment Services of the staffing adjustments they are recommending.

• **Article VII, Section E: Program Movement or Closure (p. 48-49)**

1. ...[references staying at original program as an option]...

2. ...[effect of program reinstatement after 2 years]...

3. Employees who are displaced as a result of school closure shall select from open vacancies after people with return rights to previous positions have been placed and before any other step of the staffing process occurs. Employees displaced as a result of school closure will select in their own seniority order.

• **Article VII, Section F: Layoff (p. 49-50)**

1. ...[description of adverse developments which can necessitate substantial layoffs include]...

2. ...[budget actions SPS required to undertake to minimize layoffs]...

3. In the event of layoffs determined for other reasons such as declining enrollment, changes in programs, priorities within and among programs, adoption of a different manner of providing services, and non-large funding losses and insufficiencies, the SPS shall inform the SEA when the nature and approximate size of the proposed staff adjustments are known. The SPS and the SEA will immediately meet to review the changes.

4. The performance ratings (evaluation) of employees shall not be a factor in determining the order of layoff under this Section.

5. Layoff Criteria

- a. Based on budget allocations, the SPS will identify positions to be retained, eliminated and/or adjusted in hours or days.
- b. The number of employees to be laid off will be based on the number of positions to be retained/eliminated or adjusted.
- c. Those employees to be laid off will be selected by identifying the least senior employee in the job title. SPS will consider other job titles held within the job group if the employee is identified for lay off.

6. Layoff Procedures

- a. Lay-offs will be made within the bargaining unit and within the employee's current job title. If an employee is laid off in their current job title, the employee's seniority will be reviewed for other positions for which they have a job title.
- b. Seniority Bumping Guidelines
 - 1) Bumping will occur when a more senior employee identified for RIF bumps a less senior employee in a job title that he or she previously held for a minimum of three (3) months.
 - 2) The job title that the individual is eligible to bump into must be on the individual's job title list and at the same grade or lower.
 - 3) If the individual is in a part-time appointment in two job titles, with different grades, the individual will have bumping rights in either job title.
- c. All position vacancies created because of the layoff of employees with the least seniority or because of normal attrition will be identified by job title.
- d. All employees will be listed by SPS seniority within current job title.
- e. Displaced employees who are not qualified for placement in any vacancy will be re-identified as "laid-off".
- f. "Unassigned pool(s)" shall be created separately from the displacement pool in order to reduce the number of employees who might otherwise be laid off.
 - 1) Job titles for the unassigned pool(s) shall be mutually agreed upon by the SPS and the SEA. Each unassigned pool will contain no more employees than there were in the job title during the previous work year.
 - 2) The number of unassigned employees in this pool shall be determined by the SPS based on anticipated vacancies for the coming work year.
 - 3) Employees in the unassigned pool will be merged with the displacement pool in seniority order.
 - 4) Employees initially placed in the unassigned pool shall have the same return rights as displaced employees as outlined in Article VII Section I.4 below.

• **Article VII, Section G: Exemption Process (p. 50-51)**

1. In order to retain a workforce that includes racial, gender, linguistic and equity literate educators in times of displacement and/or reduction in force, SPS may as allowed by law, take action on a principal/program

manager's recommendations for exemptions to displacement and lay-off (reduction in force) using the following three (3) specific criteria:

- a. Critical program and/organization function: a position which is unique or essential to maintaining at least a minimum continuity level of a critical or legally mandated SPS program or function.
 - b. Special and unique skills and expertise: unique expertise or training in critical instructional or educational support areas as demonstrated by training, specific experience and education.
 - c. Use of the Racial Equity Analysis Tool points to an adverse impact on students furthest from educational justice when making staffing, budgetary or displacement/layoff decisions.
2. SPS shall notify SEA within five (5) working days of any exemption recommendations that are approved. The notice shall include the following information: The exemptions granted, the positions involved, the name(s) of the incumbent(s), the rationale for granting the exemption(s), and the person(s) affected.

- **Article VII, Section H: Notification of Employment Status (p. 51)**

1. The SPS will notify employees of their employment status for the following work year prior to the end of the school year or fiscal year, whichever is first.
2. Employees whose positions are in question due to funding uncertainties will receive written notice prior to the end of the work year or as information is received by the SPS which affects their positions.
3. Whenever the SPS becomes aware that a program will be changed or terminated or a school or a department is to be closed and positions are to be terminated as a result thereof, the SPS will notify the affected employees in writing no less than two (2) weeks prior to the termination date.
4. Employees who do not receive reasonable assurance by the end of the school year of continuing employment for the following school year may wish to investigate the possibility of unemployment compensation benefits pursuant to RCW Title 50.

- **Article VII, Section I: Placement of Displaced Staff (p. 51-52)**

Staff Placement Guidelines:

1. [...impact on morale]...
2. If the least senior displaced unassigned employee does not select a position for which they are qualified, the employee shall be assigned by the last week of August to any open position within their current verified job titles and SP Salary Schedule level or below, based upon their seniority and qualifications. If the employee, after being notified of their least senior status in the Displaced Employee Pool, refuses an assignment, the employee shall be laid off and placed in the Re-employment Pool. The SPS shall send a certified letter to the employee confirming the employees refusal to accept an assignment.
 - a. In the event that there are positions available for which displaced unassigned employees are not currently qualified, such employees will agree to:
 - 1) Select any open position at their current SP Salary Schedule level or below based on seniority, and participate in a retraining program at SPS expense in order to qualify for the position; or,
 - 2) Sign a waiver form and be placed on the recall list.
 - b. In the event that there are no positions available, the displaced employee may remain in the Displaced Employee Pool and serve as a substitute, at their current salary level, until a position becomes available within their current SP Salary Schedule level or below, at which time the employee will be assigned in accordance with Articles VII.I.2 and VII.I.4.

Employees not assigned to a position by the first day of the subsequent work year will remain in the displaced pool and shall serve as substitutes in any appropriate position for which the employee is qualified in priority order:

- 1) Job title for which the employee was retained;
- 2) Job title on employee's job title verification sheet;
- 3) Job title for which an employee is qualified but is not listed on verification sheet;
- 4) Job title employee could qualify for as per Substitute Office evaluation.

- c. Employees in the displacement pool(s) who refuse temporary or substitute assignments shall not be paid for the day(s) of non-acceptance of an assignment. Rejection of more than three (3) temporary or substitute assignments within the retained job title shall be grounds for layoff and placement on the recall list.
- d. As permanent positions are authorized, the SPS will offer those positions in seniority order to qualified employees in the displacement pool. Employees may decline offers until they are the least senior in the job title, at which time they must accept the offer or be laid off and placed on the recall list.
- e. Employees placed in the displacement pool shall suffer no loss of salary and/or benefits. The probability of being assigned to substitute and the possible need to be able to travel to several building/program locations will be made clear in the retention letter sent to employees or at the In-Person Staffing, prior to these positions being selected.
- f. The exercise of the right to return as noted in Article VII Section I.3 below shall take precedence over the assignment of positions to employees in the displacement pool.

3. Return Rights

- a. Return to a comparable position: Based upon their seniority and qualifications, an employee who has been reduced in hours, work days, or SP Salary Schedule level shall have the right to return to a position comparable to the one held during the previous school year and shall request the right to return in writing to Employment Services each year. If the above does not occur within one year, the right to return to a comparable position shall be extended for a second year.
- b. Return to the building: Subsequent to the filling of vacancies under Article VII Section I.3.a, and based upon seniority, any employee shall have the right to return to the same building in the same job title held during the previous school year.
 - 1) In order for an employee to be able to exercise their right to return to a building, the vacancy must be identified by October 31st. The vacancy identification will be by submission of a PCR, written staff request to a (DSU) Committee or a District-level administrator/supervisor, and/or by filing a grievance.
 - 2) The right to return will be implemented as soon as possible, but no later than Winter Vacation.

4. Filling Remaining Vacancies

Subject to Article VI E.4 above, positions available at a higher SP Salary Schedule level than held by any displaced unassigned employee will be advertised and filled in accordance with the transfer procedures of Section VI.E.

• Article VII, Section J: Reemployment of Laid Off Employees (Recall) (p. 52-53)

1. Employees who are laid off may add verified job titles to which they wish to be recalled until the last day of June in the year they are notified of their lay off. Job titles added under this section are for recall purposes only, and shall have no impact on displacement or lay off for which the employee has already been notified.

2. Employment Services shall identify positions to which to recall laid off employees consistent with Section VI.C.1. A Re-employment Pool shall be created from which laid off employees will have priority for available vacancies for which they are qualified. Those having the greatest seniority will receive first offers of employment in positions for which they are qualified. When the employee is re-employed, their prior service with the SPS shall be utilized in determining their placement on the salary schedule upon return to active service. Those laid off shall have the right to be recalled without increment credit for two years following their last day of work after being laid off unless:
 - a. They notify Employment Services that they are no longer available.
 - b. They fail to inform Employment Services in writing by the 10th of every other month beginning in September that they are available to return to work and any change in contact information.
3. The SPS shall contact the employee for available positions for recall, except for the assignment(s) which the employee refused. If the employee accepts a permanent position with another school district, the employee shall be deemed to have forfeited their recall rights under this Section.
4. Those laid off and recalled shall have a right to return to their previous position for one year if their previous position is identified as vacant by October 31st of the first year following lay off.
5. Employees who are recalled to, or apply for and are hired into, positions of lower hours per day, shorter work year or lower SP Salary Schedule level than the assignment from which they were laid off may continue to notify the SPS in writing of their desire to be recalled to their former job title, FTE and/or work year pursuant to the requirements of Article VII I.3 above. If they do so, they shall continue to be eligible for recall to their former job titles, FTE and/or work year on the same basis as other employees on the recall list.
6. Accumulated seniority and sick leave are retained for those reemployed following layoffs due to staff adjustments. Prior service with the SPS shall be utilized in determining salary placement for those re-employed within two (2) years. Increment credit shall not be granted during the period prior to reemployment.
7. Seniority for laid-off employee who is rehired by December 1 during the first year after being laid off shall be calculated as if the employee had not been laid off.

- **Article II: Compensation**

- **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.

Procedures For the Identification of Principals Eligible for Reduction in Force

Step 1: Determination of Need for Reduction – Superintendent/School Board Level Decision

- 1.1 The Board of Directors, based on the recommendation of the Superintendent, determines that program and staff reductions are necessary due to factors such as enrollment decline, financial challenges, school closures, or other significant revenue-reducing events.

Step 2: Identification of Administrative Positions – Superintendent/School Board Level Decision

- 2.1. The Board of Directors specifies the number of administrative positions to be eliminated or consolidated as part of the reduction process.
- 2.2. The Superintendent, in consultation with PASS leadership (the union or employee representation), identifies the specific administrators subject to reduction while considering the best interests of SPS.

Step 3: Encouragement of Retirement/Resignation – Human Resources and PASS Collaboration

- 3.1. The Human Resources Department and PASS leadership jointly lead an initiative to encourage PASS employees who may be affected by the reduction to announce their retirement or resignation before the assignment process for the following school year is completed.

Step 4: Handling Retire/Rehire Contracts – Human Resources

- 4.1. Retire/rehire contracts for PASS administrators are non-renewed on an annual basis. Therefore, any retire/rehire contracts will be eliminated first.

Step 5: Initial Reduction of 1st to 3rd Year PASS Administrators – Current CBA Language

- 5.1. Administrators in their first through third years of employment as administrators may be subject to reduction as the initial step in the reduction process. *(The following is subject to agreement from SPS and PASS)*
 - All 1st through 3rd year Principals will be considered in order of seniority.
 - There will be consideration for level of current principal position, and/or previous administrator experience across levels.

Step 6: Selection Based on Experience and Qualifications – Human Resources, Deputy Superintendent and Associate Superintendent Level Decision

- 6.1. Experience in PASS administration within SPS and qualifications for positions will guide the selection of specific administrators for remaining positions.

Step 7: Notification of Affected Administrators – Human Resources

- 7.1. Affected administrators receive written notice of the reduction in force no later than May 15th of the current calendar year. If the omnibus appropriations act has not passed the legislature by May 15th, notification shall be no later than June 15th. (see sample letter)

Step 8: Listing and Notification for Adversely Affected PASS Employees – Human Resources

- 8.1. Each adversely affected employee represented by PASS is listed and provided notice of any job classifications represented by PASS for three years, allowing them to apply and receive full consideration for open positions.

Step 9: Transfer of Certificated Employees – Human Resources in Collaboration with SEA

- 9.1. Certificated employees may be transferred to subordinate certificated positions as per state regulations.
- 9.2. If the reduction also affects non-supervisory certificated positions, the retention rights of these employees are governed by the SPS-Seattle Education Association Collective Bargaining Agreement.

Step 10: Placement in Employment Pools – Human Resources

- 10.1. Employees who are not retained in administrator positions are 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.

- 10.2. Qualifications for re-employment are broadly construed and not limited to positions previously held at SPS.
- 10.3. While in an employment pool, individuals may access human resource guidance for career transition, including assistance with résumé preparation and use of District resources, such as computers and office space when available.

Internal Human Resources Steps for Identifying 1st through 3rd Year Principals

To identify PASS employees in their first through third year across Human Resources will collect relevant employment data and regularly reviewing employee records.

Step 1: Data Collection and Employee Records Management

- Maintain a comprehensive database or record-keeping system that includes employment information for all PASS employees in the district.
- Ensure that the database contains relevant details, such as employee names, hire dates, positions, and PASS membership status.

Step 2: Regular Data Review and Analysis

- 2.1. Establish a periodic review schedule (e.g., annually or semi-annually) for analyzing employment data to identify PASS employees who are in their first through third year of employment.
- 2.2. Define the criteria for identifying employees in this category based on their hire dates and years of service.

Step 3: Data Filtering

- 3.1. Use the established criteria to filter the employee database and identify PASS employees who meet the criteria for being in their first through third year of employment.
- 3.2. Create a list or report that includes the names of these identified employees.

Step 4: Notification

- 4.1. Notify the relevant parties, such as the Superintendent about the identified PASS employees who are in their first through third year of employment.
- 4.2. This notification may be necessary to implement reduction processes or any other administrative actions that pertain to employees in this category.

Step 5: Communication with PASS Leadership

- 5.1. Coordinate with PASS leadership or the union representative to inform them about the identified PASS employees who may be subject to reduction or other employment-related actions.
- 5.2. Ensure that the communication is clear and includes relevant details about the employees in question.

Step 6: Implementation of Reduction or Employment Actions

- 6.1. If the identification process is related to a reduction in force or other employment actions, follow the established procedures as outlined in contract language or district policies.
- 6.2. Set up meetings involving affected employees for discussions and notifications as required by contractual or legal obligations.

Step 7: Record Keeping

- 7.1. Maintain a record of the identification process, including dates, criteria used, and the outcome of any employment actions taken based on the identification.
- 7.2. Ensure that records are kept in compliance with relevant data privacy and retention regulations.

Step 8: Periodic Review and Adjustment

- 8.1. Continuously review and adjust the identification process as needed to ensure accuracy and compliance with contractual obligations and regulations.
- 8.2. Update the process if there are changes in district policies, union agreements, or relevant laws.

Sample Initial Letter Identifying Principals within their 1st through 3rd year as principals: (All letters are subject to legal review prior to being sent out to any employee to ensure it adheres to all legal requirements)

[Date]

Delivered via Certified and Regular U.S. Mail

[Name]

[Address]

[Employee Name]:

Re: Notice of Possible Reduction in Force

I hope this letter finds you well. We appreciate your dedication and contributions as a principal within Seattle Public Schools, and it is with a heavy heart that we find ourselves writing to you today regarding a matter of utmost importance.

Due to a series of unforeseen challenges, including enrollment decline, financial constraints, and consolidation and/or closure of schools, we are faced with the difficult task of evaluating our staffing needs across the district. As part of this evaluation process, we have identified a group of employees who may be subject to a potential reduction in force, and we regret to inform you that your name appears on this list.

Your commitment to the students, staff, and community has been truly admirable, and it is with the utmost respect that we approach this situation. We understand that the prospect of a reduction in force can be unsettling, and we want to assure you that every effort will be made to ensure a fair and transparent process in the coming weeks.

In accordance with our district's policies and the collective bargaining agreement with [Name of Union or Employee Association, e.g., PASS], we will be conducting further discussions and evaluations to determine the final decisions regarding staffing reductions. These decisions will take into consideration factors such as experience, qualifications, and the best interests of the district and its students.

Over the next several weeks, you can expect to receive additional information regarding the reduction process, including opportunities for open dialogue and consultations with district officials and union representatives. Our goal is to provide you with the support and information you need during this challenging time.

Please know that this notice is not a final decision but rather an initial step in the process. We remain committed to maintaining open lines of communication and transparency throughout the evaluation period.

We understand that this may be a difficult and uncertain time for you, and we encourage you to reach out to our Human Resources Department or union representatives if you have any questions or concerns. We are here to assist you in navigating this process and providing you with the resources you may need for your career transition, should it become necessary.

Thank you once again for your dedication to our district and its mission. We will be in touch with further details and updates as they become available. In the meantime, please do not hesitate to contact us if you have any questions.

Sincerely,

*Dr. Sarah J Pritchett
Assistant Superintendent of Human Resources*

Sample of Actual Reduction In Force Letter for Affect Principals: *(All letters are subject to legal review prior to being sent out to any employee to ensure it adheres to all legal requirements)*

[Date]

Delivered via Certified and Regular U.S. Mail

[Name]

[Address]

[Employee]:

First, I want to personally thank you for your service to our students and community. Unfortunately, I regret to inform you that X.X FTE of your 1.0 FTE employment contract is being non-renewed due to budget decisions related to, funding, reduced student enrollment, school closure and/or consolidation or a combination of these factors.

This letter serves as written notice, as I must do under RCW 28A.405.210, that probable cause exists to non-renew your employment contract as an administrator (Assistant Principal) with Seattle School District No. 1 ("District") for the 2023-24 school year.

We have prepared an array of resources and tools for you, and they are enclosed with this letter. I also want to remind you that the confidential Washington State Employee Assistance Program (EAP) is available to support you during this time of transition. EAP can be reached at (877) 313-4455. The EAP website contains information and resources regarding transition support and job search, which can be found at the link below:

www.seattleschools.org/departments/HR/employee_assistance_program

Finally, SPS Human Resources will hold a virtual layoff resource support Teams meeting. The meeting will cover next steps including information on paychecks, health benefits, COBRA, retirement, unemployment insurance, job search resources and the recall process. A link to the meeting will be sent to your District email. You may also continue to check for other available jobs here: <https://www.governmentjobs.com/careers/seattleschools/promotionaljobs>

As a certificated administrator, you have a right to request a hearing with a hearing examiner to determine whether there is sufficient cause for the non-renewal of your employment contract by filing a written request for a hearing with the President of the School Board, Brandon Hersey or with me as the Secretary of the School Board. Your request must be in writing, and it must be received within ten (10) days of the date you received this letter. My address can be found at the bottom of this letter. Please read RCW 28A.405.210; RCW 28A.405.300; and RCW 28A.405.310 for additional information. You are welcome to contact the District's Office of General Counsel to request a copy of these statutes.

I want to thank you for your valuable service to District students and families. If you have any questions related to this letter, please contact Treena Sterk, Director of HR Strategy & Operations, at (206) 252-0210.

Sincerely,

[XXX]

Superintendent

cc:

XXXXXX XXXX, Seattle Public Schools Board President

XXX XXXXX, Assistant Superintendent for Human Resources

XXXX XXXXX, Associate Superintendent of Schools

XXX XXXXX, Executive Director Employee Relations

XXXX XXXXX, Executive Director, PASS

Personnel File

DRAFT

Assistant Principal Reduction in Force/Displacement Process

Guiding Principles: Public Schools (SPS) is committed to supporting our assistant principals and providing leadership support even in times when leaders may be adversely impacted by budget reductions.

- SPS is committed to improving outcomes for all students and maintaining a focus on eliminating opportunity gaps for historically underserved student groups.
- SPS understands the importance of school leadership in closing the opportunity gap, and values the relationships our school leaders build with students, families and communities and the role assistant principals play in closing gaps.
- SPS values its employees and recognizes the importance of the leadership pipeline project it has been implementing in recent years.
- When making displacements and/or reductions in FTE, SPS will strive to maintain continuity in leadership where possible.
- SPS will work with PASS to communicate a transparent, fair and equitable process as reductions to assistant principal positions occur for the 2024-25 school year.

Displacement Process:

- All displacements will be determined by adjustments in the WSS.
- Assistant principals currently assigned to the schools facing reductions will be displaced, regardless of seniority.
- If a building has more than one assistant principal, and there is a reduction of only one assistant principal, the AP who is displaced will be determined first by volunteer, and then administrative seniority within the district.

Displacement and Pool Processes:

- Assistant Principals who are displaced due to loss of FTE or reduction in FTE will be placed in the displacement pool.
- Assistant Principals who are displaced due to reduction of FTE will only be placed in the displaced pulled based on the portion of lost FTE.
- While in the displaced pool an assistant principal should apply for all site-specific administrator positions of interest. HR will send out email notifications as positions become available.
- Principals will be required to interview at least two displaced Assistant Principals from the Assistant Principal Pool. Central office will supply principals hiring for Assistant Principals the list of eligible candidates.
- Displaced Assistant Principals are not required to apply to the Assistant Principal pools and will automatically be placed in the Assistant Principal Pool. They can apply directly to a principal or assistant principal opening at individual schools.
- Assistant principals who are displaced will receive a term-limited certificated contingency contract for certificated teacher positions. The contingency contract will allow displaced assistant principals to apply for certificated teacher positions during the Phase I hiring process.

Considerations and process for restoring assistant principal positions:

- If a position is restored at a particular school or another AP position becomes available due to retirement, resignation or transfer of another assistant principal, the assistant principal who was displaced from that particular school (if still displaced), has the right to return to return to the position for the 2024-2025 school year.

- The Superintendent may, at any time, place a displaced assistant principal into an open assistant principal or principal position.
- No assistant principal in the displaced pool is guaranteed an administrative or teaching position for the 2024-25 school year, other than as specified in the first bullet point in this section (see above).
- Buildings that have openings will be eligible to interview potential candidates (internal and external).
- Buildings with openings will be asked to interview at least two assistant principals who are in the displaced pool.
- Assistant principals who are in the displaced pool and decide to apply for open assistant principal can apply directly to positions without going through the formal pool process.
- Assistant principals who wish to be considered for principal positions will still need to apply formally to the principal pool.
- Site-Specific positions do require that candidates write a Letter of Interest, a Welcome Letter and provide contact information for two references.

Reduction in Force:

- Human Resources will make a determination on whether there will be a Reduction in Force (RIF). If necessary, displaced APs will receive a non-renewal letter on or before May 15 informing them of their contract status.
- As a first step in this process (per CBA), if a Reduction in Force is necessary, PASS administrators in their 1st through 3rd year of employment as administrators in Seattle Public Schools, who are in the displaced pool shall be subject to reduction.
- Assistant Principals who are non-renewed as a result of RIF can request to be added to the administrator substitute pool for the 24-25 school year. These administrators may be called to sub as an administrator in place of a principal or assistant principal absence.

If a Reduction in Force needs to occur, the superintendent will make this determination based on a number of factors, including but not limited to seniority, level, and district needs.

Local 302

Appendix A: Custodial Services/Grounds

- **Article A.21: Building Reclassification and Staff Adjustments**

A. Building Reclassification

1. If a building is reclassified to a higher group classification:
 - a. The custodial employees may be transferred to another school.
 - b. The promotion necessitated by the reclassification of the building will be accomplished in accordance with the provisions of Article A.20, above, of this Appendix.
2. The reclassification of the building to a lower group may necessitate the transfer of the custodial employees to another building. An employee whose building is reclassified to a lower group will retain their present salary for two (2) years.

B: Staff Adjustments

1. Elimination of Positions: In the event that staff adjustments become necessary, the District shall initially propose which positions would be eliminated.
2. Closure: When a school building or department (including gardeners) is closed or reorganized, or a program is ended, the District will make every effort to transfer employees displaced by such action(s) to comparable positions.
3. The parties to this Agreement will convene no later than June 1 of each year to explore and try to reach agreement on alternatives to layoff.
 - a. This process shall include, but is not limited to, specific procedures calling for reassignment, promotions, demotion, transfer, retirement, work sharing, free time, other overhead reductions or other methods directed towards the employees either directly or indirectly affected.
 - b. If no alternatives are agreed to by July 30 of each year, the layoff and bumping procedure will be implemented as described in items 1, above, and 4, below. The District does not grant voluntary days off without pay except in unusual circumstances.
4. Process: Should staff adjustment become necessary, the following criteria will be used to determine those Appendix A employees to be affected:

- a. Selection of employees for layoff and recall shall take into account affirmative action policies relating to ethnic groups to the extent consistent with State and Federal law.
- b. Seniority within job title will govern for all gardener job titles. Bumping will begin with the highest affected job title and continue through the lowest job title to the least senior employee who is subject to layoff if there are no alternatives found in Art. A.21, B.2, above.
- c. Seniority within job title will govern for all custodial job titles. Bumping will begin with highest affected job classification and continue through the G classification to the least senior employee who is subject to layoff if there are not alternatives found in Art. A.21, B.2, above; as follows:
 - i. The layoff and recall of part-time employees who have worked for the District fewer than six (6) consecutive working months in positions represented by the Union, shall be at the discretion of the District; provided that, all such employees shall be laid off prior to the implementation of Art. A.21, B.4.c.ii, below; and, provided further, that such employees shall not be recalled prior to the implementation of Art. A.21, B.4.c.ii, below.
 - ii. The layoff and recall of part-time employees who have worked for the District six (6) consecutive months or more, in positions represented by the Union, shall be accomplished in seniority order (i.e., least senior - first laid off); provided that, all such employees shall be laid off prior to the implementation of c-iii below; and, provided further, that such employees shall be recalled prior to the implementation of Art. A.21, B.4.c.i, above. Such employees will have recall rights for a period of twelve (12) months, provided that the employee keeps the District apprised of their current address.
 - iii. The layoff and recall of full-time employees in the G classification who have worked for the District fewer than six (6) consecutive working months in positions represented by the Union, shall be at the discretion of the District; provided that, all such employees shall be laid off prior to the implementation of c-iv below; and, provided further, that such employee shall not be recalled prior to the implementation of Art. A.21, B.4.c.iv, below.
 - iv. Seniority within job title will govern the layoff and recall of full-time employees in the G classification who have worked for the District at least six (6) consecutive working months in positions represented by the Union. Such employees will have recall rights for a period of twelve (12) months, provided that the employee keeps the District apprised of their current address.

- v. When/if a (*) position is eliminated and later reinstated the employee who was assigned to the (*) position at the time the (*) position was eliminated shall have recall rights to the (*) position for a period of fifteen (15) months from the date the (*) position was eliminated.
 - vi. It is recognized that asterisks (*) employees paid at * (higher) levels do not accrue seniority at the higher level. However, any employee moved to an asterisks (*) position will continue to accrue seniority in their former classification while serving in an asterisks (*) position.
 - vii. It is recognized that Custodial Services and Grounds Supervisors shall be eligible to return to 302 bargaining unit positions comparable to bargaining unit positions held prior to becoming Supervisors, based on their seniority within the appropriate job titles. Supervisors shall not accrue bargaining unit seniority for time spent as a Facilities' Area Supervisor.
5. Seniority within job title (at or above will govern for all Mechanical Coordinator/ Stationary Engineer, as well as Sport Complex job titles. Bumping will begin with highest affected job classification and continue through the J Classification to the least senior employee who is subject to layoff if there are not alternative found as described above. For example, a Mechanical Coordinator II (L classification may bump a Mechanical Coordinator I (K classification without having served time as a Mechanical Coordinator I (at or above). Once bumping has been completed within the Mechanical Coordinator/Stationary Engineer job titles any affected employee may bump in Custodial or Grounds job title taking into account any seniority they have accrued in those job titles. The employee in the example above could only bump into a Custodial Engineer (K Classification) if they had prior seniority in that job title.

Local 302

Appendix B: Culinary Services

- **Article B.22: Staff Adjustments**

A: General Provisions:

1. **Staff Adjustment:** An employee whose scheduled hours are reduced by one and a half (1.5) hours or more (one (1) hour if benefits are affected) moves into staff adjustment. Staff adjustment will begin with the highest affected job classification with bumping from a higher classification to lower classification to be based on “last in first out.” Reorganization shall continue downward through the job classification until all positions have been filled and the lowest job classification employees either reassigned or terminated.
2. **Restoration of Hours:** When more than (1) employee loses hours at one (1) location, restoration of hours, if warranted, during the same school year and all employees remain, will be done by seniority (that is, the most senior employee would have their hours restored first) unless a person who has lost hours has lost eligibility for health care benefits. In that case the person who has lost health care eligibility shall have their hours restored first regardless of seniority.
3. **Notice:** All employees who will be displaced will be notified by the Culinary Services Department as early as possible with a minimum of two (2) weeks’ notice.

B: School Kitchen Manager – Secondary Hours

1. To the extent possible, hours assigned to lower level classifications (at the location) shall be adjusted downward prior to impacting the hours of the School Kitchen Manager – Secondary.
2. The Director of Culinary Services shall meet and confer with the Union and the affected School Kitchen Manager - Secondary prior to implementation of reduced hours.
3. If a School Kitchen Manager - Secondary hours are reduced, they shall be offered the first vacant position within their current classification that has assigned hours equivalent to their assigned hours prior to reduction.

C: Procedures: The following procedures will be utilized to implement staff adjustments:

1. The displaced employee with the greatest seniority at or above their classification will have the first opportunity to select an open position in their classification or may bump an employee with less seniority with their

classification; the employee with the next highest seniority shall have the next opportunity, etc.

2. Within the various hours assigned for assistants, each level of assigned hours shall be handled as if they were separate job titles.
3. Positions that become vacant after the selections have been made for each classification shall be advertised and filled in the normal process.
4. If a reduction in force is necessary, new employees serving their 70 working days probationary period shall be the first laid off.
5. Following the implementation of Staff Adjustments, and when mutually agreed upon by the Culinary Services Director and displaced Culinary Services employees, displaced Culinary Services employees will be given the opportunity to return to their previous position, if requested, when/if the previous position is vacant. Eligibility for such consideration shall last for five (5) months after the date the employee was displaced.

D: Recall Provisions: As suitable positions for which a laid off employee is qualified become available, the employee will be notified by the Culinary Services Department and shall be given special consideration for re-employment.

1. The employee's file will remain current for such consideration for fifteen (15) months after lay off, unless the employee notifies the Culinary Services Department that they are no longer available.
2. An employee whose employment is interrupted due to staff reduction by the District may retain all accumulated sick/emergency leave if they are re-employed by the District within fifteen (15) months of termination. If the employee is re-employed within fifteen (15) months of termination, their prior service with the District shall be utilized in determining their salary placement, but increment credit shall not be granted for the period of time during interrupted employment.
3. For the remainder of the school year following a staff adjustment, Culinary Services employees who were in a benefit-eligible position at the end of the previous school year who are currently working in a non-benefit eligible position, will be offered an opportunity to fill benefit eligible positions in the same classification before such positions are posted as open for other applicants. Open positions will be offered in the following order:
 - a. Positions will be offered only to employees within the same classification/job title.
 - b. Positions will be offered in order of total District seniority - not based on the amount of time the person has worked in a particular classification.

- c. Positions will be offered only to those individuals within the classification who worked the same or a greater number of hours per day as the open position. This means that a 6-hour position will NOT be offered to a person who worked in a 5-hour position last year, regardless of the individual's seniority.
 - d. If none of the employees accept the benefited position offered under this provision, the position will be posted.
- E: Supervisors: It is recognized that Culinary Services Supervisors shall be eligible to return to 302 unit positions comparable to bargaining unit positions held prior to becoming Area Supervisors, based on their seniority within the appropriate job titles. Culinary Services Area Supervisors shall not accrue bargaining unit seniority for time spent as an Area Supervisor.

Local 302

Appendix C: School Security Specialists

- **Article C.16: Staff Adjustment**

- A. In the event that staff adjustments become necessary, the District shall initially propose which positions would be eliminated. Staff on probationary status will be laid off first.
- B. If it is determined that a layoff is necessary, the parties to the Agreement will convene by no later than June 1 of each year to explore and try to reach agreement on alternatives to layoff.
 - 1. This process shall include, but is not limited to, specific procedures calling for reassignment, transfer, retirement, work-sharing, free time, or other methods directed towards the employees either directly or indirectly affected.
 - 2. If no alternatives are agreed to by July 30 of each year, the layoff procedure will be implemented as described in item C below.
- C. When the reduction of staff becomes necessary, employees shall be laid off based on a grid system using the following factors:
 - 1. Ability and performance as determined by the last two evaluations.
 - 2. Training associated with increments.
 - 3. Bargaining unit seniority.
 - 4. District seniority as a tie breaker.
- D. If and when positions become available, recall will be carried out in the reverse order of layoff; that is, the last person laid off will be the first person rehired.
- E. Any employee laid off under the provisions of this Article for fifteen (15) months shall lose all seniority and recall rights granted under this Collective Bargaining Agreement.
- F. Supervisory employees of the District who (a) serve in a supervisory capacity relating to School Security Specialists bargaining unit work (b) have previously worked as School Security Specialists represented by Local 302 and (c) hold licenses or meet appropriate requirements, shall be eligible for retention as School Security Specialists.

- **Article C.11: Assignments seems to also have applicability**

- Section A: School Year Assignments

1. The Union recognizes that under the Management Rights provision in Article 4(A)(1), that the District has the inherent and traditional right to transfer employees.
2. The District has a right to transfer an employee laterally as part of any corrective action, provided the corrective action is issued for just cause....
3. The Union recognizes that the District may reassign any school security specialist based on a reasonable stated reason at the end of a school year, but before the start of the next school year. The District's Manager of Safety and Security shall have final authority to reassign school security specialist staff. Such reasonably stated reasons include, but are not limited to the need to rebalance a school team with certain employee strengths, requests made by building principals, and requests made by school security specialists.
4. The District and Union recognize that school security specialist will only be reassigned during the school year if proper cause exists for such a transfer...
5. The Manager of Safety and Security will take into consideration principal staffing recommendations. Additionally, for end of the year transfers, the Manager for Safety and Security will allow staff to fill out preferences forms, indicating their work assignment preferences. If for any reason a security specialist does not complete the end of year checkout, including equipment return and turning in an assignment preference form the Manager of Safety and Security or their designee will follow up once as a reminder prior to assignment decisions being made. Notwithstanding any stated assignment preference or lack of an assignment preference, the District's Manager of Safety and Security shall have final authority to reassign school security specialist staff for any reasonable stated reason.

Additional Notes regarding Labor Partners:

- Seattle/King County Building Trades Council, Laborers Union – This labor partner may assert on behalf of the affiliate Laborers union that the packing and movement of materials falls within their scope of work.
- Teamsters 174 (Truck Drivers) may assert that moving District materials between District locations falls within their scope of work.
- Further conversation with Operations staff (Facilities and Warehouse) will need to occur to clarify whether scope of work to load/unload materials from buildings to moving trucks (i.e. movement of District materials from/to District site to District truck) falls within the scope of work for Laborers or Truck Drivers.