

SEA and SPS Tentative Agreement, September 1, 2013

Certificated Update

- Two year duration (September 1, 2013-August 31, 2015), Article I, C, 1
- Calendars bargained for each year of duration (know calendar in advance), Article I, D, 8
- School district email not to be used against the district when conducting union business, Article I, E, 4
- Two days of professional development for Common Core and/or 21st Century Skills occurs during the school day in 2013-14. (3rd - 5th grade teachers have two additional days of training.), Article II, C, 5, f
- Safety language in dealing with threatening parents, Article III, H, 1
- In cases of tied seniority in reduction in force, anyone who is not proficient is laid off prior to those who are proficient. (meets state law requiring that evaluation be tied to staffing), Article XII, Section A, 5

Salary, Article IV, D

- Elimination of furlough days. State funded base salary schedule. This adds 1.3% back into total salary.
- 2% of base salary, added to responsibility contract in 13-14
- 2.5% of base salary, added to responsibility contract in 14-15
- .55% from additional paid day in 14-15, for technology training and implementation
- Certificated Substitutes get 2% in 13-14 and 2.5% in 14-15

- \$300 incentive for early notification of leaving district, Article IV, B, 1, c
- Five additional substitute days/school for those with Master Teachers (career ladder positions), Article IV, E, 8, f
- Pay day on the last day of month beginning in September 2015 if other unions agree, Article IV, G, 5, a
- Credit for payment on salary schedule if summer course extends into September, Article IV, G, 5, f, (3)
- Level 1 school stipends paid in two lump sums (Feb. 1 and July 1), Article IV, G, 6
- \$57,454 set aside to add "bonuses" for hard to fill positions for both regular staff and substitutes; if not used gets added to insurance pool, Article IV, G, 7

Substitutes, Article V

- When employees are out from 90-180 days, district can issue leave replacement contracts to subs
- Consideration for positions over outside candidates is defined
- Choice of work/professional development on early release days
- Observations if requested by the employee for 60+ day assignments; mandatory for 90+ days
- Separated disciplinary actions from evaluation and due process is given

Leaves

- Use of unpaid leave available for some hardship cases, Article VI, A, 1, i
- Two days of leave not deducted from sick leave when student caused injury (workers comp), Article VI, A, 3, h
- Bereavement leave clarification in regards to requesting extra days for distances of more than 200 miles, Article VI, A, 7
- Adoption Leave increase from 7 days to 10 days, Article VI, A, 11
- Sabbatical Leave eliminated, Article VI, A, 14 (money converted to Hard to Fill positions; classified to cert program; and additional .25 for classified salaries)

Workday, Workload, Assignment, and Scheduling of Employees

- Beginning 14-15, elementary teachers will work a 7.5 hour contractual day; No loss of paid collaboration hours; BLT and building choice of pre or post student day; totally self-directed time, Article IX, A, 1
- Non-standard workdays available for specialized job titles, Article IX, A, 3

- No interruption of planning time during the student day without 24 hour notice, Article IX, A, 4, d
- Facilitated by the BLT, schools determine what is acceptable practice and workload for communicating with parents; if issues arise, BLTs can work with area executive directors to implement communication best practices, Article IX, A, 4, e and Article IX, A, 10
- No centrally based employee can be forced to work outside the contractual year, Article IX, A, 5
- Secondary teachers will not teach more than five classes per day in a six period day without volunteering and being compensated, Article IX, B, 4
- New secondary teachers will be given no more than two preps except if they are the only one with the job category at the school or two preps would cause extra payment for someone else, Article IX, B, 4
- Class sizes can be lowered from contract ratios if state budget mandates, Article IX, D, 2 and IX, D, 3, d
- Non-core classroom teachers can request for their caseload to be reviewed by the Superintendent's designee if they believe there are health and/or safety concerns within their classroom, Article IX, D, 3, c
- Elementary specialists and administrators will strive to reach consensus in scheduling and will develop a schedule that includes a sufficient amount of passing time between classes, Article IX, E, 4 & 5
- Special Ed language, Article IX, F (Although some language is current contract, the entire section is underlined because of the major differences)
 - New delivery model rolled out over the life of the contract and beyond
 - New staffing ratios
 - Remedies for overages are defined
 - Improved professional development
 - All certificated staff take 2 days of training per year during the life of the contract; elementary from collaboration time and secondary gets paid if beyond the contractual day
 - 30 paid hours for IEP preparation and \$75 per IEP above caseload
 - WAAS payment of \$50 per section per student
 - Payment for riser process if beyond contractual day
 - Continued task forces to improve SPS special education program and professional development
- Kindergarten teachers provided two days by the district and three days late start given by the state for implementation of WA KIDS. (Two ten minute breaks per day are eliminated from the contract. These were put in place years ago for half-day kindergarten.), Article IX, I, 9
- Bilingual Ratios: 50:1 elementary and 35:1 secondary for Level 1 and 2 schools; 70:1 elementary and 45:1 secondary for Level 3-5 schools; all IA levels at 1:35; Schools with more than 25 % level 1 or 2 students may apply for waivers and use the relief fund, Article IX, J, 5
- Counselor additional duties are not permitted to be greater than other staff, Article IX, K, 1
- ESA support, Article IX, L
 - Career ladder position available help for those who may be struggling
 - Professional development permitted during the workday with approval
 - Appropriate equipment and protocols available
 - SPS administrators will track consents for all ESA employees
 - SPS will provide access and arrange for interpretive services
 - Appropriate workspace language
 - Mentors for new employees
 - Paid for Medicaid billing (SLPs also have state licensure paid for)
 - Clarification on right to return from leave
 - Working towards workload/caseload limits with actual goals in the contract and some additional FTE
- One additional nurse added per year while working towards a goal of 1:1000, Article IX, O, 1
- No required paperwork for elementary collaboration time; during the 2013-14 and 2014-15 school years, 16 hours each year will be used for special education training

Evaluation, Article XI (Although some language is current contract, the entire section is underlined because of the major differences associated with the new state law that must be negotiated)

- Eight state criteria instead of four domains
- Still uses the Danielson framework (Innovative is now called Distinguished due to state law)
- Classroom teachers have different state requirements that do not apply to non-classroom employees
- Still have SEA/SPS monitoring work group
- Every classroom teacher will get a state student growth impact rating that is attached to your evaluation; every teacher must set two student growth goals and one team student growth goal using multiple measures to assess the goals(state law required)
- “Low” student growth according to the state student impact rating automatically triggers an inquiry and comprehensive evaluation
- Current contract Seattle Student Growth Rating is still part of the contract w/changes:
 - No automatic punitive movement to comprehensive evaluation
 - MAP test is no longer used, only one test used instead of two
 - SPS agrees to look at examining and refining the methodology in partnership with SEA
 - Score at the high end was lowered to allow for more people to achieve the high rating
 - Uses state inquiry process
 - Contractual language that says the low student growth rating cannot impact the teacher’s overall Summative Performance Rating as determined by the evaluator
 - Contractual language that says your score must remain confidential as part of the evaluation system
- Rollout of 25% of classroom teachers per year on comprehensive; all provisional teachers and those on plans must be on comprehensive according to law
- Focused evaluation in place for those who are proficient to concentrate on one criteria
- All evaluators must be trained
- State outlined probation requirements
- Non-classroom employees will remain on Danielson with four domains and current rubrics and can use a Focused evaluation if they are proficient

- Current district practices that are incorporated into the collective bargaining agreement
 - Payment of two days for moving of classrooms because of construction or relocation of programs. Three days for employees with more equipment/materials (such as librarians, band directors, etc.), Article VIII, F, 3, f
 - Increase in STAR mentors from six to thirteen for increased number of new teachers and updated STAR program language, Article II, D, 2, a, 1
 - Current Creative Approach School language procedures, Article II, E
 - Memorandum of Understanding about working towards new health insurance state law
 - Substitute pay for working an extra class or block schedule, Article V, 2, h
 - Library PCP time, Article IX, M, 5, a
 - Updated Human Resource Consulting Teacher language, now called Evaluation Support Consulting Teacher, Article XI, J
- Many editorial fixes