

Collective Bargaining Agreement
by and between the
Federal Way School District No. 210
and the
Federal Way Education Association
Education Support Professionals
September 1, 2022, to August 31, 2024



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Preamble

This Agreement is made and entered into between the Federal Way Public Schools, District #210, (hereinafter called the "District" or "employer") and the Federal Way Education Association Education Support Professionals (hereinafter called the "Association"). We, the Federal Way Education Association Education Support Professionals and the Federal Way School District, have entered into a collaborative bargain because we believe working together will produce an Agreement that will meet the needs of both management and staff in accomplishing our shared aim – providing a quality education for all children in the District and support for staff, families and the community. In order to serve the students of the Federal Way Public Schools, this Agreement has been mutually developed and is premised upon these specific truths and principles which reflect the value, dignity, and contribution of each person.

Truths

1. Every person has worth.
2. Staff must feel valued.
3. It's safe to be yourself.
4. People flourish where there is an open dialogue.
5. Where there is ownership, there is commitment.
6. Every person flourishes where there is an awareness and acceptance to growth and change.
7. Respect for ideas/concepts is necessary.
8. Respect for examining/ideas is essential.
9. Professionalism is expected.
10. Learning is lifelong.
11. We value the unique and diverse perspectives, experiences, and cultural identities of our staff, students, and community.
12. We must dismantle institutional racism in a collaborative and intentional manner, and commit to address intentional and unintentional bias.

In accordance with the provisions of the Public Employees Collective Bargaining Act, as amended, and regulations promulgated pursuant thereto, and in consideration of mutual covenants contained herein, the parties agree to the following:

Declaration of Principles

1. The efficient administration of the Federal Way Public School system and the wellbeing of employees requires an orderly and constructive relationship be maintained between the parties hereto.
2. Secretarial-clerical employees shall have the opportunity to express their concerns regarding personnel policies and procedures to be developed affecting their employment.
3. Subject to law and the paramount consideration of service to the public, employee-management relations can be improved by providing employees with an opportunity to communicate their concerns regarding matters affecting the conditions of their employment.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto. It is the intent and purpose of the parties to promote and improve employee-management relations within the spirit of the Public Employees Collective Bargaining Act as amended, and to establish a basic understanding relative to the rights and obligations of the parties hereto, and to provide a means for amicable discussions and adjustments of matters of mutual interest.

Article I – Recognition and Definitions

Section 1.1 – The District hereby recognizes the Association as the exclusive bargaining representative for all secretarial-clerical employees whose functional job titles are listed in Appendix A. This negotiated Agreement is applicable to and includes all such employees.

Section 1.2 – Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as secretary necessarily imply a confidential relationship such as to the Board of Education or the Superintendent of the District or the Chief Operating Officer and Assistant Chief Operating Officer, pursuant to RCW 41.56.030(2). Specifically excluded from the bargaining unit will be the Superintendent's secretary, the secretary to the Board of Education, secretaries to the Chief Operating Officers, Executive Secretaries, Finance, and secretary to the Director of Human Resources.

Section 1.3 – The Association reserves the right to bargain the salary placement of new positions.

Section 1.4 – The following types of employees are included in the bargaining unit to the extent identified:

Permanent employees are those employees who hold positions that are funded by state, federal, or local funds which are formula or levy driven.

Casual Substitutes are those employees hired to fill in for absent employees or to fill a vacant position for less than twenty (20) days in the school year.

Regular Substitutes included in the bargaining unit are those who have worked twenty (20) days during the school year. Regular substitutes will be paid at the lowest hourly rate of the job classification in which they substitute. For each 1,440 hours a regular substitute works in this bargaining unit, the employee will be credited with one (1) year of seniority in the event the employee becomes a permanent employee.

Temporary employees are those who hold positions with a fixed term of less than ninety (90) days. Temporary employees are not in the bargaining unit and shall be paid at the lowest hourly rate of the job classification in which they work.

Term contract employees are those who are funded by external grants (for which competitive proposals were submitted to an outside funding source) for which there is no reasonable expectation for continuance beyond the term of the grant. Term contract employees are covered by the terms of this Agreement except for RIF and any implied job security beyond the term of the grant under which they were hired.

Leave Replacement employees are those hired to fill in for a person on a long-term leave of more than twenty (20) days. They have no expectation of employment beyond the length of the leave. The leave replacement employee will receive a letter specifying the beginning and ending dates of employment.

Article II – Distribution of Agreement

Section 2.1 – After ratification of the Tentative Agreement by each party, the District shall make an electronic version of the agreement available to all currently employed members within the bargaining unit. This will occur as soon as administratively feasible. A hard copy will be provided to each building. Additional hard copies may be obtained from Human Resources upon request.

Section 2.2 – Ten (10) additional hard copies of the Agreement shall be provided to the Association President(s).

Article III – Rights of Employer

Section 3.1 – It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in the School Board and administrative staff of the District. The District shall retain the right to maintain efficiency of the District operation by determining the methods, means, and personnel assignments by which such operations are conducted except when such actions are inconsistent with the terms of this Agreement.

Section 3.2 – The right to make reasonable rules and regulations shall be considered an acknowledged function of the District. In making rules and regulations relating to personnel policies, procedures, and matters of working conditions; the District shall give

due regard to and consideration of the rights of the Association and the employees and to the obligations imposed by this Agreement.

Section 3.3 – Any decision to subcontract bargaining unit work will be made only after following the OSPI guidelines, which include, but are not limited to, feasibility studies with Association involvement.

Section 3.3.1 – Bargaining unit work shall not be given to individuals outside of the ESP Association. This is not intended to affect volunteers who occasionally provide help to ESP employees.

Article IV – Rights of Employees

Section 4.1 – It is agreed that the employees of the unit defined herein shall have and shall be protected in the exercise of their right to join and assist the Association freely and without fear of penalty or reprisal. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including the presentation of views of the Association through appropriate channels to the Board of Education of the District, or any other governmental body, group, or individuals.

Section 4.2 – It is agreed that copies of all proposed District policies and regulations concerning employees in this bargaining unit will be made available to the Association President(s) prior to the first reading by the School Board except in emergency situations.

Section 4.3 – There shall be no illegal discrimination by the District or Association against any secretarial-clerical employee or applicant by reason of race, religion, creed, color, sex, (including pregnancy), sexual orientation/gender identity, age, national origin, marital status, military or honorably discharged veteran status; or the presence of any sensory, mental, or physical disability; or the use of trained guide dogs or service animals by a person with a disability or because of their membership or non-membership in this employee organization; or in their exercise of other rights under Chapter 41.56 RCW, Public Employees Collective Bargaining Act.

Section 4.4 – In accordance with RCW 28A.400.370, the District will provide liability insurance and personal property insurance for employees “while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof.” The limits and eligibility for this insurance coverage will be according to District policy and procedures. The Board will also provide insurance protection for staff that suffer loss or damage of their property due to theft or violence against the employee or employee’s property that is required for the job.

Section 4.5 – Safety and Security. The District encourages employees to bring security and safety concerns to the attention of the immediate supervisor or District Security Department. Employees shall not be required to be alone on campus or in a building when the employee believes there is not another staff member within a reasonable distance.

- A. Staff have the right to have a parent/guardian removed or restricted from the classroom/work station if the parent/guardian is verbally or physically abusive.
- B. Management will immediately and thoroughly investigate reports and rumors regarding dangerous weapons and take prompt and reasonable action to protect staff and students and their property.
- C. Staff will receive crisis response training differentiated by building/role.

Section 4.6 – Safety Committee

- A. An ESP representative will be appointed by the Association at each school Site by September 15.
- B. ESPs will be paid their appropriate hourly rate if the meetings happen outside the work day or will be approved for extra/overtime to complete their regular work outside the work day, if the meetings are held within their regularly scheduled hours per Section 10.1.

Secretaries who attend Safety Committee meetings during the work day are approved to work overtime or extra time equal to the amount of time spent in the committee during the work day.

- C. Responsibilities: Per the WAC, "Meetings should be one hour or less, unless extended by a majority vote of the committee." It is recommended that for at least the first three (3) months of the year, meetings be at least monthly (recognizing the committee decides the frequency and duration, and the committee could decide on multiple shorter meeting).
- D. In the meetings, team members will:
 - 1. Understand the safety protocols
 - 2. Understand how the safety protocols are implemented in their building
 - 3. Select a chairperson
 - 4. Review safety and health inspection reports to help correct safety hazards.
 - 5. Evaluate the accident reports investigations conducted on site since the last meeting to determine if the cause(s) of the unsafe situation was identified and corrected.
 - 6. Evaluate your site implementation of District workplace accident and illness prevention program and discuss recommendations for improvement, if needed, and discuss health and safety concerns submitted to the principal since last meeting (pursuant to FWEA CBA Section 9.1.C.2.1)

7. Maintain an agenda, minutes, accident report log resolution, and document attendance. Minutes from Safety Committee meetings will be available to all building staff.
8. Submit minutes and accident report log to District Risk Management Team and Association leadership.
9. If concerns cannot be resolved within the Building Safety Committee, they will be resolved through Labor Management.
10. If safety protocols are not being followed or if the implementation of the protocols at our site is not working, concerns will be reported to the principal by submitting the online form and concerns will be discussed in the safety committee meeting and included in the minutes. The reporting form will also be sent to all members of the Safety Committee.

Section 4.7 – Site Discipline Plan

- A. Each site will designate the location/person in each building to which a student who has been removed from the class will report. This plan will utilize the available resources of the school to minimize the impact of students sent out of class on front office personnel. In schools with space/personnel outside of the office to which students can be sent, this plan will use the front office only transitionally. In schools without space/personnel outside of the office for students, certificated staff members or designated para-educators will be primarily responsible for maintaining the behavior of students who are sent out of class. When requested by a staff member, building discipline personnel will assist in the removal of a student in a safe, legal, and timely manner
- B. Staff will have training opportunities to support the Site Discipline Plan (for example: Restorative Practices (RP), Positive Behavior Intervention System (PBIS); Social Emotional Learning (SEL), Adverse Childhood Experiences (ACEs), legal requirements)
- C. In order to support safety in all buildings, FWEA and District leadership will bring concerns about the quality and implementation of a site's discipline plan to the LMC, and the allocation of additional support, if needed, will be determined.

Section 4.8 – The District has two program areas responsible for assuring air quality at work sites. The Facilities Department is responsible for investigating complaints and determining what repair, if any, is necessary to correct the air quality problem. Risk Management is responsible for identifying other resources that might be needed to correct an air quality problem.

The District agrees to communicate with Association leadership about any air quality concerns raised by employees and to keep employees and the Association informed about progress to correct any problems.

Section 4.9 – We respect the knowledge and expertise that ESP members bring to their positions and the contributions that they make to the success of the District. We also recognize the benefit of collaboration in learning and executing our responsibilities, which will include, but not be limited to, the following:

Section 4.9.1 – ESP members shall be afforded opportunities to be involved in job-alike PLC meetings and building PLCs in order to collaborate with others doing their same job. Times for these meetings can include, but are not limited to, early release days. These meetings will be scheduled on a rotation basis according to the early release calendar (e.g., first early release office manager PLC, second early release data secretary PLC, third early release attendance/general secretary PLC, fourth early release building ESP PLC. On the fourth early release, building ESP PLC, school offices will be closed starting (45) minutes after the end of the student day. A survey will be conducted with all ESP staff to determine professional development topics and then topics will be calendared with professional development provided throughout the year based on the rotation schedule.

ESPs shall be included when the staff-driven building discipline and safety issues meetings occur.

Section 4.9.2 – ESP members shall be afforded opportunities to participate in shared decision-making (SDM) and staff meetings, when the topics apply to their jobs.

Before the end of each school year, labor management will meet to review and determine the specific issues that will benefit from, and be subject to, SDM. Additional issues needing, or identified as benefiting from, SDM will be addressed at regularly scheduled labor management meetings.

Items determined through the labor management meeting will be shared at the yearly joint Association and principals' meeting.

Section 4.9.3 – Management and Association leadership recognize that the implementation of new District-wide programs or initiatives or the evolution of existing District-wide programs and initiatives may have unforeseen impacts on staff. The parties wish to work together to attempt to mitigate such impacts.

The Association President/Designee shall meet with the appropriate program administrator to discuss issues related to program implementation including possible impacts on staff. The intention of such meetings is to maintain open two-way communication, to share information, and to proactively seek resolution to issues related to program implementation. The President/Designee and appropriate Program Administrator shall report their progress or any resolutions reached regarding program implementation impacts to the FWEA Labor Management Committee.

Such Committee shall regularly place the topic of program implementation on the agenda to ensure that the committee is informed about any issues related to the implementation of District-wide program or initiative impacts on staff, and to discuss and resolve, where appropriate, unforeseen and unanticipated impacts on staff of the

District wide program or initiative. It is the intent of the parties to proactively address issues as they arise.

Management will seek input of the Association when they are considering the implementation of a new District wide program or initiative that affects teaching, learning, or workload. Accordingly, such input will be considered, analyzed and discussed. Based on this input, programs may be adjusted by Management prior to implementation. The FWEA Labor Management Committee may choose to form sub committees of Association and Management members who have special knowledge or interest in a particular program or initiative to assist in better ensuring successful implementation of the program or initiative.

Committees assembled to create or choose a new program or initiative, or to address work assigned to staff members, will include staff members who are most impacted by and/or knowledgeable about the change.

The District, in alignment with the timeline and supports outlined in our Strategic Plan, recognizes that it takes time (3-5 years) for program changes or initiatives to realize full impact. As such, an implementation plan for each new program or initiative will be created which addresses resource allocation (e.g., materials, paid training etc.), and analysis of workload impact for the duration of the phase-in period, for impacted employees.

Section 4.9.4 – In order to represent the voices of ESP staff members, the Association will add more ESP representatives to the Labor Management Committee with ad hoc committees as determined necessary by labor-management.

Section 4.9.5 – Office managers will be sent a weekly communication containing relevant updates, including pertinent items pulled from District leadership communications, for their work.

In order to support Office Managers in their work so that they can provide informed customer service, the District will make every effort to communicate with Office Managers as much in advance as possible, usually at least 48 hours in advance, prior to communicating with FWPS families regarding items that may impact the work at the school. The 48 hour advance notice will not apply to emergency situations or where the information was not available that far in advance.

Time during role specific monthly ESP meetings will be dedicated to address implementation of services, with input on content from attendees. Approximately 20 minutes will be set aside for questions and answers brought by ESPs.

Section 4.10 – Work Station. The District will provide serviceable space, furniture (i.e., desk and chair) and equipment (i.e., phones, computers, etc.) necessary for each employee to complete their core responsibilities. Computers and associated technology will be regularly maintained and updated on a District replacement schedule. The District shall provide adequate space for rest breaks, restrooms and parking.

Article V – Association Membership

Section 5.3 – Staff covered by this Agreement may elect to sign and deliver to the District an Authorization of Dues Deduction form. Authorization will continue in effect until a request of revocation is submitted to the Association, signed by the staff member, and received within ten (10) working days from the first working day in September of the designated school year for which revocation is to take effect. The Association will forward the revocation to the District Business Office within ten (10) working days.

Section 5.4 – The Association agrees to indemnify, defend, and hold the District harmless against any liability including the cost for any legal fees or legal expenses incurred in connection therewith which may arise by reason of any action taken by the District to comply with the provisions of this Article. The District shall tender the defense of any such claim to the Association.

Section 5.5 – The District shall deduct dues from employees under the jurisdiction of this bargaining unit when authorized by the employee. The District shall transmit all such funds deducted to the Treasurer of the Association on a monthly basis. The District shall submit a monthly list to the Association Treasurer of all dues or agency fee-paying members of this bargaining unit.

Article VI – Rights of the Association

Section 6.1 – The Association has the right and responsibility to represent the interests of all employees under the jurisdiction of this bargaining unit; to present its views to the District on matters that are contained in this Agreement, which may be done orally or in writing; and to enter into collective bargaining as defined in Article VII, Section 7.1, of this Agreement.

Section 6.2 – By September 30 or thirty (30) calendar days after settlement of contract negotiations, whichever is later, three (3) copies of the current listing of names, addresses, telephone numbers, classifications, FTEs, locations, and seniority dates of all employees under the jurisdiction of this bargaining unit will be provided by the District to the Association. Each month thereafter, the District will provide an update of any changes of the above.

Section 6.3 – For the purpose of conducting Association business, employees designated by the Association will be allowed time off without loss of pay. The cumulative total for all employees for this purpose will be no more than twenty (20) days per school year. No more than five (5) employees will be allowed time off on the same day. The District will arrange for a substitute for the release period provided the Association submits a written notice to Human Resources within four (4) working days prior to the day the employee will be off. In case of emergency, the four (4) day notification period will be waived by the Director of Human Resources or designee. The Association will pay the cost of the substitute.

Section 6.4 – Association representatives to joint committees, joint task forces, or negotiations shall suffer no loss in pay for time spent in such meetings if they occur during the employee’s normal working hours.

Section 6.5 – Any officer or authorized representative of the Association shall have the right to visit the work location of individual employees under the jurisdiction of the bargaining unit, provided it doesn't interrupt District business or work schedules as determined by the Administrator in charge.

Section 6.6 – The names, work assignments, contract status and work locations and hire dates of employees in this bargaining unit shall be provided by the 30th of September. The District will notify the Association of any new hires, resignations, terminations, or retirements within ten (10) days of board approval.

The Association will be scheduled on all orientation agendas for new staff in this bargaining unit, in accordance with state law. Association membership forms and related information provided by the Association will be included in all new hire packets.

Article VII – Matters for Negotiations

Section 7.1 – It is agreed that the appropriate matters for negotiations shall be limited to wages, hours, and working conditions according to RCW 41.56.

Section 7.2 – At the request of either party, informal meetings may be held between the parties at the administrative level to discuss, advise, and consult on matters of concern not covered by this Agreement.

Section 7.3 – Negotiation sessions will be scheduled by mutual agreement. However, Association bargaining team members (not to exceed seven [7]) will be provided up to one (1) hour release time on days negotiations are scheduled in exchange for being prepared to negotiate into the evening.

Article VIII – Association Representation

Section 8.1 – The Association President and the Superintendent will meet to discuss matters of concern. Either the Association President or the Superintendent may initiate the meeting. Whenever possible, these meetings will be scheduled on a non-student employee workday. The Association President and designees shall suffer no loss in pay.

Section 8.2 – The Association President or designee will meet with the Director of Human Resources or designee on a regular basis, at a mutually agreed to time and location, for the purpose of discussing matters of concern and resolution of problems. In the event that these meetings occur during the workday, the Association representatives shall suffer no loss in pay.

Section 8.3 – Any employee involved in a dispute meeting, investigatory meeting, hearing, or other official conference that is scheduled by the District shall suffer no loss in pay for time spent during such meetings.

Article IX – Hours of Work

Section 9.1 – Each employee under the jurisdiction of this bargaining unit will be assigned to a definite and regular shift and workweek, with designated beginning and ending times. After the beginning of the employee's work year, except in the case of an emergency, no changes will be made in this schedule without two (2) weeks' written notice. Schedule changes will not result in a reduction in an employee's work hours except in the case of a Reduction in Force.

Section 9.2 – The normal workweek shall consist of five (5) consecutive work days, Monday through Friday, followed by two (2) consecutive rest days, Saturday and Sunday. Employees, with the written approval of their supervisor, may move to a flexible schedule of not more than forty (40) hours per week. An employee on a flexible schedule which includes a scheduled day in excess of eight (8) hours will not receive overtime for the hours in excess of eight (8) for that day. If the employer is considering instituting split shifts, they will meet and confer with the Association prior to implementation.

Section 9.3 – There shall be a thirty (30) minute uninterrupted lunch period on the employee's own time in every regularly scheduled shift of five (5) hours or more as near the middle of the shift as practicable. The employer shall permit employees to take a rest of fifteen (15) minutes for every four (4) hours worked as near the middle of the four (4) hour period as reasonable or as agreed to between the supervisor and the employee. A rest period will not be authorized for persons working less than three (3) hours. Authorized rest period time will be counted as time worked for which there will be no deduction in pay. Authorized rest periods that are not taken by the employee will be lost.

Section 9.4 – Employees required to work through their regular lunch period will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego the lunch period, the employee shall be compensated for the lunch period given up at the employee's appropriate rate of pay.

Section 9.5 – An employee called back to work during the workweek at a time other than during the employee's regular assigned shift shall receive a maximum of two (2) hours' callback pay at the base hourly rate in addition to pay for actual hours worked during that time. A "callback" is defined as any work required by the employer of the employee, other than the normal work shift or workday, which is not contiguous with the employee's normal work shift or workday.

Section 9.6 – Employees called back for service on the sixth or seventh consecutive workday, when not given twenty-four (24) hours' prior notice, shall receive a maximum of two (2) hours' callback pay at the base hourly rate in addition to pay for actual hours worked during that time.

Section 9.7 – The safety of our staff is a paramount concern in the event of inclement weather. When schools are announced as closed on inclement weather days, staff need not report to work that day. When schools are announced as delayed in opening by one (1) or two (2) hours due to inclement weather, staff will report to work as soon as safety

allows and no later than thirty (30) minutes before the rescheduled student time. Staff not working in a school setting will report to work as soon as safety allows and no later than one (1) or two (2) hours after the beginning of their normal day.

Staff will not be charged for any absent hours within the District-stated late arrival. In the event of a building closure, absent hours may be covered by make-up days, comp time, or authorized leave as agreed upon by the employee and the administrator.

Section 9.8 – All employees required to work in a higher classification in relief of an absent employee shall be paid their own rate or at the entry step for the higher classification, whichever is higher, for each hour worked at that classification through the fifth consecutive day. If the relief work lasts more than five (5) consecutive days and becomes a temporary assignment, and the relief work assignment is of a different functional classification than the employee's regular assignment, then the employee's rate of pay shall be determined by the relief classification and the employee's present experience level, or the employee's current rate of pay, whichever is greater. Any change in pay will be retroactive to the first day of relief work. When relief work is discontinued, they will revert back to their prior rate of pay.

Section 9.9 – Written notice of the employee's assignment, location, hours, and work year length shall be provided no less than sixty (60) days prior to a new assignment for the ensuing work year if there is a change in any of the above. The written notice will, at a minimum, explain the reason(s) for the change. Any change in assignment, location, hours, and work-year length will be consistent with this Contractual Agreement.

Section 9.9.1 – Any reduction of one (1) hour or more, or the equivalent in days, of regular scheduled work hours will be considered a reassignment. Overload secretaries' hours, which are formula driven based on building enrollment, are not subject to this provision.

Section 9.9.2 – Positions based on the October enrollment counts are not subject to the notice requirement of Sections 9.9 and 9.9.1. The employer will provide these overload employees as much notice as is possible; however, employees will be notified by October 25 as to the final determination of their overload hours.

Section 9.10 – The District will allocate 4,000 hours available to use beginning August 1 each year of the contract to building sites. Hours will be allocated according to student FTE formula, based on budgeted enrollment, to deal with peak workload and workload related to absences unfilled by a substitute. ESPs and building administration will meet prior to the beginning of the school year to determine equitable distribution of overload hours in anticipation of workload. Allocation of overloaded hours will be reviewed as needed during the school year. Overload hours will be recorded on a timesheet, with appropriate account code, and forwarded to Human Resources. Overload hours necessary to complete tasks set aside due to unfilled substitute positions need to be approved in accordance with section 10.1.

Section 9.11 – Offices at each school site will be open to the public thirty (30 minutes before and after the student day. Employees whose shifts extend beyond the office hours will use that time to complete office work. Employees are expected to answer the phones during their shift, including before or after office hours.

Section 9.12 – On early release days, ESPs will work with their administrator to establish a schedule that allows the office to remain open while providing focused worktime for some staff, on a rotation basis.

Section 9.13 – In the event that concerns arise regarding workload, each employee, at the request of the employee or supervisor, should meet with the supervisor to establish priorities and otherwise address workload concerns. The intent of this meeting is to reach a shared understanding of work priorities and what work can reasonably be accomplished within the regular work hours.

Section 9.14 – The District will provide staffing to allow full health room coverage during the student day at all of comprehensive schools. Coverage will be provided, in combination, by school nurses and school nurse assistants (SNA). Healthroom staffing is supported, in part, by Medicaid match, for which the Association agrees to work with the District to maximize. The parties agree that if staffing is reduced due to budgetary constraints, the parties will meet to negotiate impact.

Section 9.15 – The District shall provide reasonable break time and a specific location for employee lactation needs in accordance with Washington law. In all cases, the District shall work with the employee to identify a convenient location and work schedule to accommodate their needs.

Section 9.16 – In an effort to proactively support coverage for ESP absences, building administration and ESPs will meet prior to the start of the school year to determine a coverage plan for absences.

Article X – Overtime Pay and Compensatory Time Off

Section 10.1 – All overtime work must be authorized by the supervisor prior to the work being done. Approval of overtime and documentation of overtime will be in accordance with procedures established by the Association and District. This section excludes emergency situations. Emergency situations are conditions that could cause a threat to or loss of life, damage to school property, loss of substantial amounts of money or property, or public embarrassment. The employee and the employee's supervisor may agree in writing to pre-approved events or activities that would generate overtime.

The decision to receive overtime pay or compensatory time off rests with the employee. Normally, the decision will be made prior to the actual overtime work.

The supervisor and employee will mutually agree on the scheduling of earned compensatory time.

Section 10.2 – When an employee is authorized to work in excess of eight (8) hours per day or in excess of forty (40) hours per week, the employee shall be compensated for the overtime at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay. The exception shall be if the employee is on or agrees to a flexible schedule for the forty (40) hour workweek.

When an employee on a less than eight (8) hours per day or forty (40) hours per week schedule is authorized to work in excess of the employee's scheduled workday or week, the employee shall be compensated for the excess hours at the employee's regular rate of pay until the employee's excess hours exceed eight (8) hours in a day or forty (40) hours in a week, at which time the employee will be compensated at the rate of one and one-half (1 1/2) times the employee's rate of pay. The exception shall be if the employee is on or agrees to a flexible schedule for the forty (40) hour workweek.

Section 10.3 – All hours on Saturday, or for those employees on a nonstandard workweek, the sixth consecutive day worked shall be compensated at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay. For the purposes of this provision, wellness leave, vacation leave, or leave without pay are not considered days worked.

Section 10.4 – All hours on Sunday, or for those employees not on a standard workweek, the seventh consecutive day worked shall be compensated at the rate of two (2) times the employee's hourly rate of pay. For the purposes of this provision; wellness leave, vacation leave, or leave without pay are not considered days worked.

Section 10.5 – Employees who are required to work on a paid holiday and who perform such work shall be compensated for actual hours worked at two and one-half (2 1/2) times the employee's hourly rate of pay.

Section 10.6 – Compensatory time shall be defined as "time off" in lieu of overtime payment earned pursuant to Sections 10.1 through 10.5 above. Compensatory time shall be computed at the same rate overtime pay would have been earned pursuant to Sections 10.1 through 10.5.

Compensatory time shall include the following provisions:

- A. Can be authorized only by District supervisors who are not members of this bargaining unit.
- B. Upon reasonable notice, the employee must be allowed to use the compensatory time off.
- C. A request for compensatory time off may only be denied for reasons of operational necessity. Upon the denial of the use of compensatory time, the employee and the supervisor will mutually agree to an alternative date within that pay period.
- D. Upon termination of employment for any reason, any accrued compensatory time will be paid off at the appropriate hourly rate.

- E. Accrued compensatory time must be used or cashed out within two (2) pay periods from the time that it was earned.

Section 10.7 – Overtime Authorization for Interpretation/Translation. For interpretation (spoken)/ translation (written) tasks outside of the job description, Language Link will be used as the primary resource. Requests for staff to interpret or translate need to be directed to an administrator. If an administrator requests an ESP to interpret or translate for tasks outside of their job description, and the staff member agrees, the staff will be authorized for overtime equal to the amount of time spent in interpretation/translation.

Article XI – Holidays

Section 11.1 – Twelve (12) month employees shall be granted the paid holidays listed below. Employees under the jurisdiction of this bargaining unit who work less than twelve (12) months per year or less than eight (8) hours per day shall be granted those holidays listed below which occur within the employee's assigned yearly work schedule.

Section 11.2 – Employees shall be granted holidays without loss of pay provided they work the regular working day before and the regular working day after the holiday. An employee who is on an authorized paid absence the day before or the day after a holiday will be given credit for that day as a day worked for the purpose of qualifying for the holiday pay. One (1) working day for:

- A. New Year's Day
- B. Martin Luther King, Jr.'s Birthday Observation Day
- C. Presidents' Day
- D. Memorial Day
- E. Juneteenth
- F. Independence Day
- G. Labor Day
- H. Veterans Day
- I. Thanksgiving Day
- J. Day After Thanksgiving Day
- K. Day Immediately Preceding Christmas Day
- L. Christmas Day
- M. Day Following Christmas Day

Section 11.3 – If any of the above holidays fall on a weekend (Saturday or Sunday), the Friday prior to the holiday or the Monday following the holiday will be observed as a day off as designated by the Superintendent, provided students are not scheduled for attendance in school on the Friday or Monday.

Section 11.4 – Should a holiday occur any time during the employee's assigned yearly work schedule while the employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay.

Article XII – Authorized Absences

Section 12.1 – Absence Reporting Requirements. Employees taking leaves of absence, as authorized in Article XII, must submit an absence report in accordance with established District procedures.

Section 12.2 – Wellness. At the beginning of each school year or at the time of hire, an employee covered by this bargaining Agreement shall be credited with twelve (12) units of wellness benefit. Wellness leave is intended to be used for illness, injury, family, emergency, and/or personal leave. Should an employee terminate employment with the District and the employee has utilized more units than the employee had accrued, then the employee shall be liable to pay back to the District such unearned units on a per diem basis. Illness and injury absence benefits may be accumulated from school year to school year up to a maximum of one hundred eighty (180) units of absence credits.

The accumulated entitlements shall not be gifted at the time of an employee's separation from this School District. A "unit" of absence shall be defined as the length of the working day constituting the number of regularly assigned hours of work as it would apply to each part-time or full-time employee's daily assignment. The benefit units shall be paid on the basis of the employee's prorated hourly rate of pay calculated on the applicable salary placement of the position held by the employee.

Section 12.2.1 – The employee must give notice of an absence to the employee's immediate supervisor in advance, if possible. Leaves of less than five (5) consecutive days may be taken at the employee's discretion. The District may require a physician's signed statement to support an absence claim of five (5) or more consecutive days. An absence form will be filled out and processed according to established District procedures. Leaves for five (5) consecutive days or more for other reasons require prior authorization from the employee's immediate supervisor. Longer-term leaves may be addressed through the Family Medical Leave Act (FMLA), temporary disability, and/or unpaid leave.

Section 12.2.2 – In the event an employee is absent due to an industrial illness or injury incurred while working on the job for the District, and the employee is compensated by State Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn per month until the employee's illness or injury benefits are exhausted or until

the employee's State Industrial Insurance benefits cease, whichever occurs first. During the time the employee is receiving benefits from the Department of Labor and Industries and from the District, a prorated deduction shall be made from the employee's accumulated wellness benefits equivalent with the amount paid to the employee by the District.

Section 12.2.3 – The District will comply with the illness and injury annual and retirement cashout program as now adopted or hereafter amended by the Legislature. Conversion of wellness leave absence units will be allowed only to the extent authorized by the law for such purposes. Should the Legislature revoke any of the benefits under the law, no employee will be entitled to receive those benefits as a contractual right.

Section 12.2.4 – Consistent with Chapter 392-136A WAC, the purpose of the leave sharing program is to permit District employees to come to the aid of a fellow District employee experiencing circumstances that may cause the fellow District employee to take leave without pay or terminate District employment. All requests for shared leave shall be submitted to Human Resources.

- A. An employee shall be eligible to receive shared leave if the Superintendent or designee has determined the employee meets the following conditions:
 - 1. The employee:
 - a. suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition that is extraordinary or severe in nature;
 - b. has been called to service in the uniformed services;
 - c. has the needed skills to assist in responding to a state of emergency declared anywhere within the United States by the federal or any state government, or its aftermath, and volunteers the employee's services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services;
 - d. is a victim of domestic violence, sexual assault, or stalking;
 - e. is a current member of the uniformed services or is a veteran as defined by RCW 41.04.005, who is attending medical appointments or treatments for a service-connected injury or disability;
 - f. is a spouse of a current member of the uniformed services or a veteran as defined by RCW 41.04.005, who is attending medical appointments or treatments for a service-connected injury or disability and requires assistance while attending such appointments or treatment;

- g. needs time for parental leave; or
 - h. is sick or temporarily disabled because of pregnancy disability.
 - 2. The condition(s) listed in section A.1, above, has caused or is likely to cause the employee to go on leave without pay or terminate District employment.
 - 3. The employee has exhausted or will shortly exhaust leave, unless the employee qualifies under subsection A.1.g or A1.h above, in which case the employee is allowed to maintain up to forty hours of sick leave.
 - 4. The employee has abided by District policies regarding:
 - a. sick leave if the employee qualifies under subsection A.1.a, A.1.b, A.1.g or A.1.h above; and
 - b. military leave use if the employee qualifies under subsection A.1.c above.
 - 5. If the injury or illness is work-related, the employee has diligently pursued and been found to be ineligible for benefits under Chapter 51.32 RCW.
- B. An employee may not receive more than 522 days of shared leave during total District employment. After exhaustion of shared leave, employees may have rights to unpaid leave or other accommodations under the Americans with Disabilities Act.
- C. An employee will be required to submit documentation to support the request for shared leave, consistent with state law, before the District approves or disapproves the employee's request for shared leave. Once documentation has been received by Human Resources, a determination will be made as to whether the condition fits the eligibility guidelines. If Human Resources determines that the staff member is eligible to receive leave sharing, donations may then be requested from other staff members. Offers of donation submitted on the Wellness Leave/Vacation Leave Transfer Form (Form #113) will be forwarded to Human Resources for confirmation of the donor's eligibility to donate sick leave. Once approved, leave sharing will become effective on the date the Wellness Leave/Vacation Leave Transfer Form was submitted to Human Resources.
- D. An employee may donate sick leave to specific eligible individuals provided the employee must have accrued more than 176 hours of sick leave, and the employee may not donate an amount of sick leave that will result in the employee's sick leave account going below 176 hours. All donated leave must be given voluntarily.
- E. The dollar value of the leave donated shall be ignored and the leave shall be calculated on an hours-donated and hours-received basis.

- F. Any shared leave not used by the leave recipient during each incident or occurrence must be returned to the leave donor(s) and reinstated to the respective leave donor's or donors' appropriate leave balances.
- G. Normally when being used by the recipient, donated hours would be used on consecutive workdays. In dealing with situations for which shared leave is available but which do not fit normal expectations, Human Resources will work with the staff member to arrange a schedule of leave that meets the intent of shared leave (e.g., intermittent leave).

Section 12.3 – Temporary Disability. Temporary disability shall mean those disabilities caused by illness, accident, injury, pregnancy, miscarriage, childbirth and recovery there from, which prevents an employee from fulfilling the employee's work assignment for the District. Illness and injury benefits will be paid from the employee's accrual of wellness leave for the period of actual disability, contingent upon compliance with, and subject to, the limitation contained in the following paragraphs.

Section 12.3.1 – Application Procedures for Benefits. Employees must submit a written request to Human Resources for temporary disability benefits. The request should indicate:

- A. The approximate length of time the employee will be absent from work due to disability;
- B. The estimated date the absence is to begin, when possible; and
- C. The estimated date of return from absence, if possible.

Normally, notification should be at least ten (10) days before the estimated date the absence is to begin. To facilitate an orderly selection of a substitute, the immediate supervisor is to notify the Human Resources Department and the Payroll Department of the employee's intention to request such an absence.

Section 12.3.2 – Utilization of Accumulated Wellness Benefits for Temporary Disability. The employee's wellness absence benefits shall begin on the day that the employee is no longer able to work due to temporary disability, provided:

- A. The employee has an accrual of wellness benefit units;
- B. The employee or someone in the immediate family has notified Human Resource in writing; and
- C. When requested by the District, the employee has produced a written notice from the employee's personal physician certifying that the employee is disabled.

Payment of wellness benefits shall no longer be granted when:

- A. The employee has been given a physician's release for return to work from the temporary disability; or
- B. When the employee's benefits are exhausted, whichever occurs first.

Section 12.3.3 – Return from Absence for Temporary Disability. The employee must give written notification to Human Resources when the employee intends to return to work. The notification must be received within ten (10) days after a physician has issued a release for the employee to return to work.

If an employee is unable to return to work from a temporary disability and has exhausted all wellness benefits or wishes to make no claim of benefits, the employee must give written notification to the Human Resources Department and advise them of that fact at that time, and request additional time off without pay up to a maximum of thirty (30) calendar days. If after that time the employee still is unable to return to work, then the employee must request in writing a leave without pay.

Section 12.4 – Bereavement. Staff will receive up to five (5) days of leave per occurrence for bereavement caused by the death of family or household members, students, former students, colleagues, or friends. The purposes of these days are for grieving and providing funeral/memorial arrangements for the deceased person, and for travel and attendance at funerals/memorials. Staff members will coordinate the absence with their principals or supervisors.

Section 12.5 – Legislative Leave. Upon specific request of a Washington State Legislative Committee or Interim Committee and the Association for an employee's attendance at a hearing, the employee may be absent from duty with loss of pay for one (1) or more days to give information or present testimony at a committee meeting of the Legislature.

Section 12.6 – Jury Duty. An employee who is called to serve on a jury shall be excused from work for the days on which the employee serves. The employee shall be granted the employee's hourly salary and benefits for the time consumed in such services. Any compensation received from the court, except transportation, meals, or lodging; shall be paid to the District. Such payment to the District shall not exceed the employee's normal daily pay for each day of jury duty. An employee called for jury duty who is temporarily excused from attendance in court must report to work at least one-half (1/2) of the employee's normal workday. In order to be eligible for such payment, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury duty pay received.

Section 12.7 – Court Action. When called by a court other than a municipal court to serve as a witness, an employee will be paid at the employee's regular hourly rate, excluding hours not scheduled to work, less any money the employee receives from the court (meals and transportation excluded).

When an employee is subpoenaed to appear in court on behalf of the District or as a result of the employee's performance of duties with the District, the employee will not lose

pay if the court appearance is on the employee's scheduled workday. If the employee is subpoenaed on behalf of the District and the court appearance is on a day the employee is not scheduled to work, the employee will receive full pay for each full day spent in court.

Any pay, not including mileage or reimbursed expenses, drawn by an employee from the court as a result of being subpoenaed shall be paid to the District.

This section shall not apply when an employee appears as the plaintiff, claimant, or the defendant on the employee's own behalf, or in any action or proceeding in which the District is a party, unless the employee is subpoenaed by the District. In the event time off with pay under this provision does not apply, the employee may use vacation leave if available, wellness leave could also be used, otherwise time off will be leave without pay.

Section 12.8 – Military Leave. Any employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence for a period not exceeding the time period specified by RCW 38.40.060, during each year beginning October 1 and ending the following September 30th and under the following conditions:

- A. The employee has given prior notification to the employee's immediate supervisor of the date the employee is to report for military duty.
- B. The employee provides a signed copy of orders requiring the employee's participation in military duty to the Human Resources department prior to leaving, or, when this is not possible, within five (5) days of returning to work.
- C. The military leave of absence is needed so that the employee may report for active duty when called, or take part in active training duty in such a manner and at such time as the employee may be ordered to active duty or active training duty.

Such absence shall be in addition to any vacation or illness and injury absence benefits to which the employee is entitled, if the employee is required to report during the employee's regular work assignment.

Article XIII – Authorized Leave without Pay

Section 13.1 – An employee may apply for a leave without pay from the District by application in writing to the immediate supervisor. Upon recommendation of the immediate supervisor through Human Resources to the Superintendent, and upon approval of the Board of Education, an employee may be granted leave without pay for a period not to exceed one (1) year. Approved reasons for granting leave are:

- A. Study (related to school employment);
- B. Parental (child rearing);
- C. Required military service;

- D. Service in the United States Peace Corps;
- E. Temporary disability; and
- F. Such other purposes deemed by the Administration and the Board to be in the best interests of the District and/or employee.

With the exceptions of (A), (C), (D), and (F) above, a leave shall not be granted for the purpose of working in another job for payment, nor will the leave be honored by the District if the employee accepts a position while on leave. An employee on approved leave without pay may choose to pay the employee's total insurance premiums in order to continue the coverage pursuant to the COBRA and SEBB regulations.

Section 13.2 – Family and Medical Leave Act

- A. An eligible staff member will be entitled to twelve (12) work weeks of uncompensated leave during any twelve (12) month period measured backward from the date leave is first used under the rules and regulations applicable to the Family and Medical Leave Act (FMLA). The twelve (12) week entitlement will include weeks within which a holiday occurs but will not include periods of time for which the District's activities have temporarily ceased and staff members are not expected to report for work for one (1) or more weeks (i.e., winter, spring or summer break).
- B. In any case where both spouses are employed by the District, each spouse will receive the same leave allowed for an individual staff member under the law.
- C. An eligible staff member must first exhaust accrued wellness leave, provided under the Agreement. The twelve (12) weeks of leave entitlement will include and count such time used for other leaves.
- D. Individuals requesting maternity leave can access disability leave in addition to twelve (12) weeks of FMLA leave.
- E. "Eligible staff member" means a staff member who has been employed for at least one (1) year and who has completed at least one thousand, two hundred and fifty (1,250) hours of service during the twelve (12) months immediately before the leave is requested. A staff member is presumed to have worked 1,250 hours if the staff member has been employed for at least (12) months by the District (full-time staff members).

Section 13.3 – Upon request by the Association President, the Human Resources Department will provide a list of names of the members of the bargaining unit who have been granted authorized leaves without pay for the current school year.

Section 13.4 – The employee will retain accrued illness and injury benefit units, vacation credits, and length of service in the bargaining unit while on leave without pay. However,

vacation credits, illness and injury benefit units, and salary and incremental credits for placement shall not accrue while the employee is on an authorized leave without pay.

Section 13.5 – The employee returning from leave cannot be guaranteed the same assignment the employee held at the time the leave was granted. However, unless the position is eliminated at the time the employee goes on leave, the District will hire a leave-replacement employee to fill the position for the duration of the leave.

An employee who is on an authorized leave without pay must submit a written notice to the Director of Human Resources stating the employee's intent to return to work at the position the employee held prior to going on leave one (1) month prior to the end of the employee's scheduled authorized leave.

In the event that the employee's position no longer exists, the employee will be offered a position for which the employee is qualified that is similar in duties and equivalent in annual salary to the position held by the employee at the time the request for leave was authorized. The employee may reject the offered position, in which case the District will offer a second position that must be similar, but need not be identical, to the duties, salary, and length of workday previously held by the employee. If an employee rejects the second offer, then the employee shall forfeit seniority and all other accrued benefits and will be terminated.

Section 13.6 – If a Reduction in Force is in effect at the time the employee plans to return to employment, employment shall be subject to the terms and conditions under Article XV, Reduction in Force.

Section 13.7 – The authorized leave without pay may be renewed for one (1) additional year upon request by the employee and Board approval; however, a request for the second year's leave shall be limited to personal illness or injury or military leave.

Section 13.8 – Paid Family Medical Leave. Staff members shall be eligible to receive Paid Family and Medical Leave (PFML) under Washington state law. To be eligible for this leave, staff members must have worked a minimum of 820 hours within the past calendar year. Qualifying events, eligibility for the PFML benefit, and the amount of that benefit, are determined through the state Employment Security Department (ESD). Such leave shall be used consecutive with other leave entitlements unless the employee elects otherwise.

Any paid leave used concurrently with PFML will be considered a supplemental benefit under the terms of PFML. Staff members who supplement PFML with paid leave will utilize paid leave in full day increments and provide the PFML documentation required per the jointly agreed to District protocols. Staff choosing to use the supplemental benefit must use it from the commencement of the PFML leave in consecutive days and inform the District how many days of supplemental benefit they intend to use.

The statutory wage premiums for such leave will be apportioned to staff members and the employer in accordance with the split within state law.

The District will annually notify employees about the benefits available under PFML. Employees are responsible to file claims with the ESD, and PFML payments will come from the ESD.

In the event that the District elects to use a voluntary plan, rather than the state insurance, as the carrier for PFML, the parties agree to meet to ensure that the voluntary plan complies with the law prior to implementation.

Article XIV – Vacations

Section 14.1 – All employees who are assigned to work full time (1.0 FTE) will be placed and advanced on the vacation schedule for the purpose of days off without loss of pay based upon the employee's actual years of service completed while employed by the District as follows:

Full-time Employees Vacation Schedule

Years of Completed Service	Number of Days per Year
1 & 2	12
3	13
4	14
5 & 6	15
7	16
8	17
9	18
10-12	20
13	22
14	23
15-29	24
20+	25

Section 14.2 – All persons who work less than twelve (12) months shall be entitled to the FTE pro-ration of vacation days based on years of completed service according to the schedule cited above. Part-time employees shall receive a minimum of ten (10) days' vacation each year except for those covered by Section 14.3.

Section 14.3 – Part-time and full-time employees hired after the beginning of any designated work year shall be entitled to vacation days prorated according to the remaining months worked corresponding with the employee's first year of employment.

Section 14.4 – Employees may use their vacation days in excess of ten (10) days during the period of time that school is in session. Prior approval of the principal/supervisor is required. Employees not assigned to school buildings may take vacation at any time, subject to the approval of their supervisor.

Section 14.5 – Each year, each less than 12-month employee will meet with the employee’s supervisor to schedule the work year, based on the number of workdays in the employee’s letter of appointment.

Section 14.6 – For every workday that an employee is on vacation or on an authorized absence with pay, the employee will be accredited with hours as if worked equivalent to the length of the employee's regular assigned FTE.

Section 14.7 – Advancement on the employee's vacation schedule shall occur after the accumulation of the prescribed number of years of service.

Section 14.8 – All employees must arrange their vacations with the approval of their immediate supervisor in advance of taking such time off. It is generally agreed that vacations without loss of pay will be granted to full-time employees at the employee's request, unless such absence would disrupt the normal activities of the departmental office or the educational program of the District.

Section 14.9 – Unused vacation days earned from the current work year, September 1 – August 31, for 12-month employees must be taken by August 31 of the following work year. If a 12-month employee is denied vacation due to District needs, the employee shall be compensated for those accrued vacation days. Employees may not cash-out more than 240 hours of vacation leave when separating or retiring from the District.

Section 14.10 – An employee who terminates employment or retires from the District prior to the end of the assigned yearly work schedule shall be accredited with vacation, without loss of pay, prorated on the basis of the employee's actual number of months worked by the employee during that year. In such cases, employees shall have the option of payment or time off.

Article XV – Reduction in Force

Section 15.1 – In the event the District determines that a RIF is necessary, the District will provide written notice to the Association at least thirty (30) calendar days prior to the date that notification of layoffs is given to employees for the purpose of providing the Association the opportunity to provide alternative options. The alternatives will be submitted to the District within ten (10) days of the invitation from the District.

Section 15.1.2 – When a RIF is adopted by the District or a program reorganization is implemented, the Director of Human Resources will provide the Association with a list of the positions or programs that will be impacted. The Director of Human Resources will work with the Association to minimize the impact.

- A. If school-based employees are impacted, it is the District’s intent to provide notification prior to the last day of school for layoffs effective the following school year.
- B. In no case will the effective date of layoff be less than sixty (60) calendar days from the date that notification of layoff is given to the employee.

Section 15.2 – If an individual is laid off, that person's name will be placed on the recall list according to the employee's length of service under the jurisdiction of this bargaining unit. The employee's name shall remain on the list for a period of twenty-four (24) months from the date that the employee is laid off.

To be eligible for recall to a position, other than the one from which the employee was laid off, a person on layoff status shall be required to notify the Human Resources Department in writing indicating which positions the employee believes the employee is qualified to perform and the intent and availability for re-employment.

To remain eligible for recall, employees, while on layoff, shall notify Human Resources of any change in their telephone number and address.

Section 15.3 – An employee on an authorized absence or authorized leave at the time of a RIF will be subject to the layoff and recall provisions of this Agreement as if the employee were actively employed at the time a RIF is implemented.

Section 15.4 – If a person on layoff status is offered by certified letter a position that is at least equal to the same number of hours, duties, responsibilities, and pay as held prior to layoff and the employee does not accept the position offered within five (5) working days following receipt of the letter; then the person shall be placed at the bottom of the employment pool recall list. Should the person be offered a different position a second time by certified letter and does not accept the position offered within three (3) working days following receipt of the letter, or the employee voluntarily terminates at any time, then the person's name shall be removed from the employment pool recall list.

Section 15.5 – A person recalled within the twenty-four (24) month recall period may not necessarily be reinstated in the identical position or job classification occupied before the time of layoff. However, that person will be placed in the same years of experience column on the salary schedule as when laid off. Recalled employees will retain seniority, accrued illness and injury absence benefit units, and placement on the vacation schedule as were earned at the time of layoff; however, the employee will not receive credit for absence benefit units or vacation credit while on layoff. An employee recalled to a lower pay classification will receive the hourly rate received at the time of layoff until such time as salary schedule increases catch up to the employee's frozen salary. Upon receiving notification of transfer back to the higher level, the employee may choose to stay in the lower-level position. However, when electing to stay at the lower-level position, the employee will thereafter receive the lower-level rate of pay.

Section 15.6 – If there is a vacant permanent part-time or full-time position in the District and there are no qualified persons available on the recall list to fill the vacant position, then the position will be posted and filled through normal procedures.

Section 15.7 – If an employee is transferred as a result of a Reduction in Force, that employee will be permitted to use any of the Professional Development Hours provided in Section 23.2 of the Collective Bargaining Agreement for purposes of training for their newly assigned positions. This will include any job-related, formal, or on-the-job training

that is done outside of the work year calendar or that is done during non-work hours during the work-year calendar assigned to the employee. Employees who are transferred as a result of a Reduction in Force will be allowed to carry over into the ensuing work year any unused Professional Development Hours from the previous work year.

Article XVI – New Assignments and Openings within the Bargaining Unit

Section 16.1 – For purposes of this contract, the following definitions will apply:

A **Reduction in Force** occurs when the District's actions result in the reduction or elimination of Association positions equal to one (1.0) FTE or more.

Transfer shall mean a change in building or a change within the building to a different classification. Relocation of a program from one building to another shall not be a "transfer."

Voluntary Transfer shall mean a transfer initiated by the employee.

Involuntary Transfer shall mean a transfer initiated by the District. The District may initiate an involuntary transfer as a result of enrollment loss, program reorganization (the elimination of all or part of a program) which creates a situation where an employee is no longer needed for that program, or Reduction in Force. The District and the Association may also agree to the involuntary transfer of an employee when prior attempts to remedy the performance or behavior of the employee have failed and just cause exists for the transfer.

Displaced shall mean those employees who are involuntarily transferred or laid off for reasons of enrollment loss, program reorganization, or Reduction in Force. A reduction of more than one (1) hour or an addition of more than two (2) hours shall also constitute a displacement.

Reassignment shall mean a change in specific duties that do not result in a change to the majority of the duties of the position or in a classification change.

Section 16.2 – Job Description Committee. The parties agree to establish an ongoing Job Description Committee for the purpose of periodically reviewing and updating all existing job descriptions and overseeing the creation of new job descriptions as needed. The committee shall be comprised of an equal number of District and Association members. Each year, the parties will attempt to maintain at least two-thirds (2/3) of the membership of this committee from the previous year.

It is our intention that staff be successful in their positions; to that end, we are committed to all staff receiving appropriate and timely professional development related to their positions and providing mentoring and other supports to enhance staff skill and efficiency.

It is also our intention to continue to foster a safe and supportive environment for staff to have conversations with their supervisors regarding workplace expectations.

Section 16.3 – Job Classification Committee. The parties agree to establish an ongoing Job Classification Committee for the purpose of rating new job descriptions and reviewing the appropriateness of existing ratings. This committee will also hear appeals regarding the appropriateness of the assignment of job descriptions. The classification tool used by this committee will be agreed upon by the parties and shall be reviewed and revised as needed. Revisions, however, shall be considered in light of the objective of providing a consistent and reliable rating tool. The committee shall be comprised of an equal number of District and Association members. Each year, the parties will attempt to maintain at least two-thirds (2/3) of the membership of this committee from the previous year.

Section 16.4 – Testing. Any skill testing that is done as a part of the application process will be equally administered to all candidates and will be based on the required qualifications found in the job description for the position.

Section 16.5 – Exceptions to Posting

- A. Employees displaced, but not laid-off, as the result of a Reduction in Force or program reorganization shall be provided the opportunity to accept a vacant position only in their current or a lower job classification. Employees who accept a job for which additional training is necessary will be provided a reasonable opportunity to learn the new skills. Normal transfer procedures will not apply until displaced and laid-off employees are placed.
- B. When a supervisor is transferred to another supervisory position and a vacancy exists for a Level 5 Coordinator of Office Operations at the supervisor's new assignment, the supervisor's Coordinator of Office Operations may choose to transfer with the supervisor with the concurrence of the supervisor. When two (2) or more supervisors are exchanging positions and the affected Level 5 Coordinators of Office Operations all concur, then the Level 5 Coordinators of Office Operations can transfer with their supervisor to the supervisor's new assignment. In the event this section is exercised, the positions will not be posted.
- C. Employees who incur an on-the-job injury may be required to perform "light duty" work within another job classification which may involve the crossing of jurisdictional lines within the bargaining unit covered by this Agreement. In such event, the employee shall be compensated at the rate of pay designed for the particular classification within which the work is being performed, and the rate of pay shall not be lower than the worker's compensation entitlement for time loss. When exercised, the position in which the returned employee is placed does not need to be posted.
- D. Employees are not eligible for a transfer while on a plan of improvement.

Section 16.5.1 – If there are secretarial-clerical persons available for work on the recall list, or persons who are on authorized leave and whose position has been eliminated and w request to return to work, then the District will not post open

bargaining unit position(s) that become available. Open position(s) must be used for members on the recall list or coming back from an authorized leave. In such cases, the persons will be given first consideration for the open position(s) either according to Article XIII (Authorized Leave without Pay) or Article XV (Reduction in Force). If there are no qualified persons in the employment pool or no persons on leaves of absence who are qualified for the open position(s), then the position(s) shall be posted according to Section 16.6.

If there is more than one (1) person available for work on the recall list or more than one (1) person who has requested to return to work from an authorized leave, the length of service in the District in this bargaining unit shall be the determining factor when filling the position(s).

Section 16.6 – The District will post all open bargaining unit positions with the exception of vacancies covered by Sections 16.5 and 16.12 and temporary vacancies due to leaves of absence. Positions shall be posted internally for five (5).

Section 16.7 – Hiring Process

Section 16.7.1 – Step 1. When a vacancy occurs in a job site, the administrator of that site will accomplish the following:

- A. Review and write, if necessary, a specific job description and specific qualifications for the vacant position.
- B. Forward the request for posting and specific job description and qualifications to Human Resources within ten (10) calendar days of vacancy occurring. Human Resources will post internally and externally for ten (10) calendar days.

Section 16.7.2 – Step 2

- A. If the number of candidates is less than or equal to five (5), the site administrator will interview all qualified internal candidates within fifteen (15) calendar days of the closing of the posting. If there are more than five (5) candidates, the site administrator may select to only interview five (5). When there are two (2) finalists for the position and the site administrator or Hiring Committee cannot distinguish the qualifications between the finalists, the more senior employee will prevail.
- B. The Hiring Official, in selecting a candidate for the position, will consider seniority, where applicable, the skills and qualifications listed on the job description, strengths, past work experience, performance, qualifications, interview responses, current training/education, and reference checks of all applicants. The candidate that is found to best satisfy the needs of the position based on the considerations indicated above will be selected. A member of the bargaining unit who was considered for the position, and who was not selected shall receive written notification that the position has been filled.

The appropriate Human Resources administrator will review the Classified Recommendation to Hire form (Form 183-B) to ensure compliance with the intent of the contract. The intent of Form 183-B is to document whether or not there is sufficient reason to by-pass a more senior employee(s).

Section 16.7.3 – The Hiring Official(s) shall conduct a formal interview of selected applicants.

Section 16.7.4 – Subject to applicable state and federal law, the District will continue to support a goal of recruiting and maintaining a diversified workforce.

Section 16.7.5 – An in-District candidate who is selected for the position also accepts a fifty (50) workday probationary period. In-District candidates who accept a transfer or promotion and who do not satisfactorily complete the probationary period are not entitled to their previous work position.

Section 16.8 – If an internal candidate was not interviewed or selected for the position, the employee may request an explanation of the reasons from the site administrator within five (5) working days of being notified. If the internal candidate is not satisfied with the explanation, the employee may request a formal review of the hiring decision by the Bypass Review Committee by submitting a written request to Human Resources within five (5) working days of the meeting with the site administrator.

Section 16.8.1 – The Bypass Review Committee is a standing committee that shall be comprised of two (2) ESP members selected by the Association and two (2) members from management selected by the Director of Human Resources/designee. Committee members will receive training provided by Human Resources prior to conducting a bypass review.

Section 16.8.2 – The Bypass Review Committee shall be convened within ten (10) working days from the time that Human Resources receives written notification of a request for review of a hiring decision by the bypassed internal applicant.

Section 16.8.3 – The Bypass Review Committee shall review the hiring process, the job description/job announcement, the criteria upon which the Hiring Official made the hiring decision, the qualifications of the applicants, and such other information as the committee deems appropriate to reach a decision, including, but not limited to, taking statements from the site administrator, other individuals on the Hiring Committee, and the bypassed applicant.

Section 16.8.4 – The Bypass Review Committee shall have five (5) working days to render a written decision that either supports or overturns the site's hiring decision. Such decision is binding on the parties.

Section 16.8.5 – In the event that the Bypass Review Committee cannot reach a decision, the bypassed applicant may pursue resolution through the grievance process described in Article XXVI.

Section 16.8.6 – The parties remain committed to encouraging and supporting the concept of the internal promotion of qualified staff.

Section 16.9 – The Association President(s) shall be notified of job openings in the bargaining unit.

Section 16.10 – An employee who has been voluntarily transferred must remain in that position for fifty (50) workdays before being eligible to bid on other open bargaining unit positions, unless mutually agreed to by the Association and Human Resources.

Section 16.11 – Should a job vacancy under the jurisdiction of this bargaining unit occur during the summer months, then a copy of the job announcement will be posted in the administration building and a copy will be forwarded to the President(s) of the Association. It is the responsibility of any secretarial-clerical employee interested in such vacancies to contact Human Resources for information and consideration in regard to job openings.

Section 16.12 – The following provisions apply to involuntary transfers or reassignments made necessary by program reorganization or Reduction in Force:

- A. Prior to any involuntary transfers or reassignments, the immediate supervisor shall ascertain whether any employee wishes to be transferred or reassigned voluntarily. To the extent the desire to be voluntarily transferred or reassigned can be honored without disruption to the delivery of services, the voluntary request will be given first consideration.
- B. In the event there are more employees than positions at a particular site or program and involuntary reassignments or transfers are required, the District shall reassign or transfer the least-senior employee within the classification or classifications designated for reduction at the site or program. Human Resources will provide training necessary to supplement any identified needs in the remaining staff.
- C. Employees identified for an involuntary transfer for the subsequent year shall receive notice not less than sixty (60) days prior to transfer (Section 15.1.2). Each notified employee shall meet with the immediate supervisor for purposes of receiving clarification of the need for the action and the decision to change the employee's job.
- D. Employees transferred involuntarily shall be placed in the same classification unless no position in the same classification is available. Any employee involuntarily transferred to a lower pay position shall have pay frozen at the current rate until such time as the increases to the salary schedule cause the lower-level position to catch up to the previous salary. However, if there is an equivalent vacant position that is offered and the employee refuses the offer in favor of remaining in the lower-level position, then the salary will be at the lower position's level of pay.

Section 16.13 – Supervisors shall keep employees informed of job needs. Reassignments or significant changes in types of job duties will require advance notice

of sufficient time to allow the employee opportunity to prepare for the new duties. If training is necessary to carry out the new duties, it will be provided.

Section 16.14 – Prior to individuals accepting job-share positions, the District will provide written parameters including conditions for the termination of such position.

Article XVII – Transfer of Previous Experience

Section 17.1 – Newly hired or rehired secretarial-clerical employees are usually placed on the first experiential step of the salary schedule, according to the appropriate functional job title.

Section 17.2 – Initial Salary Placement and Advancement

- A. For purposes of placement on the salary schedule, all Federal Way School District secretarial-clerical employment will be counted. Any previous in-District secretarial-clerical work experience will be counted on a year-for-year basis, whether part time or full time.
- B. For purposes of placement on the salary schedule, any previous secretarial-clerical work in a public school district in Washington shall be credited to the employee, giving credit for part time work as it adds up to full time equivalent.
- C. For purposes of placement on the salary schedule, previous full time non-school district secretarial-clerical experiences may be credited for initial salary placement if such is determined by the Human Resources Director or designee to be a comparable experience.
- D. During the first year of employment, an employee shall be deemed to have worked one (1) full year on September 1, when incremental movement is determined, if the employee was hired prior to March 1 of that year and is otherwise eligible.

Section 17.3 – A member of the bargaining unit who is transferred or promoted to a different position within the bargaining unit shall be placed on the same experiential step of the salary schedule held prior to the transfer or promotion.

Section 17.4 – For purposes of determining vacation day accrual, all District employment, regardless of bargaining unit, will be counted.

Section 17.5 – For the purpose of computing seniority for all other purposes, employees shall be placed on the seniority list according to the original date of hire into the bargaining unit less the time accrued in non-bargaining unit positions.

Article XVIII – Evaluation

Section 18.1 – Evaluation. Employees will be evaluated at least annually using the evaluation rubric found in Appendix B in accordance with the process described in Section 18.2.

Section 18.2 – Process

Section 18.2.1 – August-September

- A. The supervisor reviews the evaluation process, forms (rubric, goal-setting & PDF self-assessment), and online evaluation system with the employee(s) prior to the employee completing a self-assessment and prior to the goal setting conference.
- B. The employee completes a self-assessment of their evaluation. Based on the results of their self-assessment, and their most recent evaluation, the employee identifies indicators or competencies where there is the most room for growth.

Section 18.2.2 – October. By October 31, the supervisor and employee hold a Goal Setting Conference to create a shared understanding of expectations for indicators and competencies and to define goal(s) for the school year (Appendix C).

Section 18.2.3 – Mid-February

- A. The supervisor scores each indicator and competency in the mid-year formative evaluation where evidence is sufficient to score. The Overall Performance Rating is not calculated at the Mid-Year and comments are optional on the mid-year formative evaluation; however, if the Overall Performance Score would be a “1” or “2” or there are indicators with those scores then comments are required. For indicators where there is no evidence, the supervisor and evaluator will discuss and work together to determine how evidence will be captured for the second half of the year.
- B. The supervisor and employee hold a Mid-Year Formative Conference to review the Formative Evaluation. Next steps for employee growth are included in the mid-year formative evaluation.
- C. The Formative Evaluation does not go into the employee’s personnel file but is used as formative feedback and planning between the employee and supervisor and stays in the supervisor’s working file.

Section 18.2.4 – Year-End. No later than August 15 for year-round employees and no later than June 1 for less-than-12-month employees:

- A. The supervisor reviews the evidence of competencies and goal completion. The supervisor scores each indicator and competency in the employee’s Year-End Evaluation electronically based on observations and evidence of work performance and growth over time.
- B. The supervisor shares the final evaluation with the employee at the Year-End Evaluation Conference.

- C. Upon completion of the Year-End Evaluation Conference, the employee and supervisor sign the evaluation.
- D. The employee's signature signifies receipt of the evaluation and does not necessarily indicate agreement. The employee may submit a written rebuttal to the evaluation. This rebuttal is to be submitted to the Department of Human Resources. A copy of the rebuttal will then be attached to the Evaluation Form and retained with the employee's evaluation records.

Section 18.3 – If an employee is to receive an overall evaluation that is less than meets full expectations, the employee shall be provided with a copy of the evaluation at least one (1) day prior to the conference with the evaluator. Exceptions to this one (1) day rule must be mutually agreed upon by the supervisor and the employee. The employee may request that an Association representative or another employee be present for this meeting and the employee may attach a rebuttal to the evaluation.

Section 18.4 – If an employee receives a mark in any area on the Year-End Evaluation that is less than a three (3), the supervisor shall provide in writing:

- A. A clear statement of the deficiency, and
- B. A clear statement defining acceptable performance.

In addition to 18.4.A and 18.4.B, the supervisor may choose to include:

- C. A plan of improvement which consists of the following:
 - 1. The identification of resources and support that are available, and
 - 2. A timeline that outlines reasonable time periods and procedures for assessing progress.

Section 18.5 – If a supervisor anticipates that termination may be considered based on performance, the supervisor must first implement a plan of improvement which shall include the provisions of Section 18.4. The support under Section 18.4.C shall include a schedule of conferences with the supervisor of not less than twice per month. The employee and the supervisor shall sign documentation acknowledging each of these conferences. The timeline under Section 18.4.C shall extend a maximum of sixty (60) working days. At the end of this time period, the employee will be re-evaluated using the Evaluation Rubric found in Appendix B. The result of this evaluation will be either an overall meets expectations, an extended timeline for improvement to be made with the steps of this subsection continued, or a termination notice.

Section 18.6 – The evaluation provisions described above are for the purpose of dealing with performance-based concerns. They are not intended to be a requisite procedure for dealing with conduct that warrants discipline. In such cases, discipline will be administered in a manner that is reasonable and, if appropriate, progressive, based on the magnitude and the scope of the misconduct. The parties recognize that the line

between unacceptable behavior and unacceptable performance can, at times, be imprecise. Therefore, the parties commit to work together to resolve disagreements regarding which procedures should apply. Terminations for performance are subject to the provisions of Article XXVI.

Section 18.7 – Employees are not eligible for a transfer while on a plan of improvement.

Article XIX – Probationary Period and Permanent File

Section 19.1 – Each newly hired employee shall remain on a probationary status for a period of not more than fifty (50) days worked following the date of hire. During the probationary period, discharge shall not be subject to the Dispute Procedure under this Agreement. The probationary period must be completed before an employee can be eligible to bid on a new job opening.

Section 19.2 – All materials placed in the permanent record file shall be available for review by the employee. Upon request, copies of the employee's records will be provided. However, the District may charge the employee for the cost of copying when the request is to copy more than five (5) pages. Employees will not be charged for documents that may be used in District-related employment disputes. No derogatory or evaluative material may be placed in an employee's personnel file without the employee's knowledge. The District will not knowingly place false material in an employee's file.

Article XX – Termination and Resignation

Section 20.1 – The District shall give the employee two (2) weeks' notice in writing of intention to terminate. In extraordinary cases, where an immediate dismissal is necessary, the notice will not be required. The District will expect the employee to give two (2) weeks' notice in writing in cases of resignation. In the case of a voluntary resignation, the employee shall forfeit seniority.

Section 20.2 – Nothing contained herein shall be construed to prevent the District from terminating an employee for lack of funding. In the event termination is necessary due to lack of District funding or available work, the Reduction in Force article of this Agreement shall take precedence.

Article XXI – Retirement

Section 21.1 – In determining whether an employee covered by this Agreement is eligible for participation in the Washington State Department of Retirement Systems, the District shall report all straight time and overtime hours worked.

Article XXII – Insurance

Section 22.1 – Health Care Insurance. The District shall make available to all eligible employees the mandatory and optional group insurance programs offered by the School Employees Benefits Board (SEBB) under the rules and regulations adopted by SEBB. In addition, the parties have a shared understanding of the following rules and applications,

paragraphs one (1) through six (6) of which are exclusively within the jurisdiction of, and may be changed by, the SEBB:

Section 22.1.1 – SEBB Benefits. Benefits offered by SEBB currently include, but are not limited to, medical, dental, vision, long-term disability, life insurance, a Medical Flexible Spending Arrangement (FSA) and a Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for medical insurance.

Section 22.1.2 – Eligibility. Employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All hours worked during the school year shall count for purposes of establishing eligibility. Except for paid holiday hours, paid leave hours shall count towards eligibility for benefits under this section. Employees who are hired late in the year but are anticipated to work 630 hours or more the following year are eligible for coverage under conditions defined by the SEBB, as codified in WAC 182-31.

Section 22.1.3 – Benefit Enrollment/Start. Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours annually, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.

Section 22.1.4 – Continuity of Coverage. When a new employee to the District was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year with the new employer. If an employee was not anticipated to work 630 hours, in a school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.

Section 22.1.5 – Effective Date of Resignations. When an employee eligible for SEBB benefits separates from employment after completion of the employee's full school-year contract obligations, the separation will be effective August 31 unless the employee terminates the employment relationship with a specific earlier date. In this case, eligibility for the employer contribution ends the last day of the month in which the school employee's resignation is effective. Employees who are retiring may wish to check with Department of Retirement Systems (DRS) and/or Health Care Authority (HCA) to explore impacts of retirement dates.

Section 22.1.6 – Declining Coverage. An employee may decline medical coverage through the SEBB within the required SEBB timelines, and following SEBB protocols, and therefore not have any payments or premiums deducted from their paychecks for this purpose.

Section 22.1.7 – Appeals. Eligibility, enrollment, and surcharge decisions, including those described in paragraphs one (1) through six (6) of this section, may be appealed through the process described in Chapter 182-32 WAC, not the grievance procedure of the collective bargaining agreements between the District and FWEA, unless the remedy provided by the SEBB administrative appeal process does not fully compensate the employee for reasonable out of pocket costs resulting from the District's incorrect eligibility, enrollment, and surcharge decisions.

Section 22.1.8 – Compliance and Legislative Changes. All provisions of the implementation of these understandings shall be interpreted and applied consistent with the rules and regulations of SEBB. If the Washington State Legislatures changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party may initiate a reconvening to align shared understandings with current regulations

Section 22.2 – The District will provide tort liability insurance for each employee subject to the following conditions:

- A. Coverage shall not exceed the limits of the District policy in effect at the time of the occurrence.
- B. For coverage to be in effect, the insurance carrier must choose the employee's defense attorney.
- C. The District shall not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to the employee's willful intent to violate the law.

Article XXIII – ESP Professional Development Committee

Section 23.1 – The ESP Professional Development Committee shall be created for the purposes of identifying the professional development needs of the members, training options, developing training schedules that are flexible and accessible, and reviewing training handbooks and recommending changes.

- A. The ESP Professional Development Committee shall be composed of not less than four (4) members, two (2) from ESP and two (2) from management. The Association and Management can mutually agree to expand committee membership to meet committee needs.
- B. The committee will conduct an annual needs assessment annually.
- C. The committee will determine meeting frequency and schedule, with a minimum of one meeting each year. Meetings will be scheduled and agreed upon by October 15. The committee will develop a list of training and classes based upon the needs assessment. The training opportunities will include but not be limited to training related to equity, PBIS, RP, SEL, and ACES. If committee meetings are held during

the day, a substitute will be provided, and if the meeting is held outside working hours, members will be compensated at the appropriate hourly rate.

- D. The ESP Professional Development Committee shall be charged with developing a training schedule that is flexible and accessible. The Committee, when developing the schedule, will consider workday, evening, and weekend options.
- E. At least once each year, the committee shall review Training Manuals for ESPs, such as the Office Manager Handbook, recommending changes to better support ESPs in their roles. The committee will also review and give recommendations for a common electronic storage location for digital files.
- F. Beginning in August 2021, the District will host a retreat for all ESPs. It will be held in 2 sessions to allow all ESPs to attend, and buildings to remain open. The goal of this time will be to introduce and refamiliarize ESPs with the information they will need for the coming school year. Time will be provided for question and answers. Annual notification regarding the availability of ESP mentoring opportunities will be provided during the retreat.

During the final ESP meetings (for each applicable position) of each school year, the District will seek input from ESPs to inform the topics covered in the ESP retreat for the following year

Section 23.2 – Each employee shall be eligible for Professional Development Hours. The number of Professional Development Hours an employee is entitled to shall equal three (3) times the employee’s average daily work hour schedule, not to exceed twenty-four (24) hours per year. Professional Development Hours are non-accumulative and must be used prior to August 31 of each school year.

Section 23.3 – Procedure. In order to be eligible for Professional Development Hours or to access Professional Growth Funding, the following procedures must be followed:

- A. The employee must complete and submit the Professional Development Day Request Form (Appendix D).
- B. The employee must complete and submit the Course Evaluation Form (Appendix E).
- C. The class, course, seminar, or training must be approved by the supervisor.
- D. Classes, courses, seminars, or trainings that are not on the list published by the ESP Professional Development Committee shall be allowed if they are approved by the employee’s supervisor.
- E. Classes, courses, seminars, or trainings can be funded by building or department budgets if funds are available and approved by the supervisor.

- F. If tuition or registration for classes, courses, seminars, or trainings is funded from the Professional Growth Fund; the employee must submit the appropriate documentation to be reimbursed.

Section 23.4 – Mentor Program. The District agrees to provide a Mentor Program for employees subject to the following guidelines:

- A. The District will make all new employees aware of the program, letting them know an employee or supervisor may request mentor assistance from other employees of the District for skills required for the employee’s position.
- B. The request will include the following:
 - 1. Skills training that is needed,
 - 2. Site-specific programs for which training is needed (e.g., SFA),
 - 3. Number of hours requested, and
 - 4. Location.
- C. The employee or supervisor requesting mentor assistance will forward a request to the Director of Human Resources or designee for approval.
- D. Human Resources will give priority for funding to employees in the following situations:
 - 1. New employees to the District,
 - 2. Those who have experienced a radical change in level or position.
- E. The District has an obligation to fund mentor assistance for up to five percent (5%) of the membership per year. Requests made by the supervisor or by an employee who was involuntarily transferred will not count as part of the five percent (5%) mentoring commitment.
- F. The Association will provide training for current or former employees willing to become mentors. The Association will provide Human Resources with names of members who complete the Mentor Assistance Training Program.
- G. Mentors will be paid \$25.00 per hour or their hourly rate, whichever is higher, up to a maximum of eight (8) hours for mentoring per approved mentor request.
- H. Employees who receive mentor assistance may use Professional Development Hours for assistance received outside of the employee’s scheduled workday, up to a maximum of eight (8) hours.
- I. In lieu of mentoring outside the workday, mentees are eligible to request up to 8 hours of job shadowing at a District site with a mentor who works in the same job

classification. The job shadow shall be mutually agreed to by the mentee, mentor, and both supervisors. Mentors will be eligible for up to four (4) additional hours of pay to mitigate impacts to personal workload. A substitute will be provided to assist mentee's home site workload during the job shadow.

Section 23.5 – Mentor Training Program. Oversight of the Mentor Training Program shall be mutually held by the Association and Human Resources and administered through the regularly scheduled labor-management meetings. A joint review of the process will be conducted annually prior to October 1. The Mentor Program shall be subject to the following guidelines:

- A. An employee or supervisor may request mentor assistance from other employees of the District for skills required for the employee's position.
- B. The request will include the following:
 - 1. Skills training that is needed,
 - 2. Site-specific programs for which training is needed (e.g., SFA),
 - 3. Number of hours requested, and
 - 4. Location
- C. The employee or supervisor requesting mentor assistance will forward a request to Human Resources for approval.
- D. A roster of appropriate mentors will be maintained and mutually agreed to by the Association and Human Resources.
- E. Mentors will be assigned by mutual agreement between the Association and Human Resources.
- F. The Association will provide training for current employees who are mutually identified to become mentors.
- G. Mentors will be paid \$25.00 per hour up to a maximum of eight (8) hours for mentoring per approved mentor request.
- H. Employees who receive mentor assistance may use Professional Development Hours for assistance received outside of the employee's scheduled workday, up to a maximum of eight (8) hours.
- I. The District has an obligation to fund mentor assistance for up to five (5%) of the membership per year. Requests made by the supervisor or by an employee who was involuntarily transferred will not count as part of the five (5%) mentoring commitment.

J. Human Resources will give priority for funding to employees in the following situations:

1. New employees to the District,
2. Those who have experienced a radical change in level or position.

Section 23.6 – The employer may provide funds for vocational training when requested by the employee. However, the Administration shall have the sole right to determine if employees may attend the vocational classes at District expense. When the Superintendent or designee requests that an employee attend vocational course(s), the employee shall be paid at the employee’s regular rate of pay.

Section 23.7 – The District shall pay the cost for approved tuition, books, and materials that are mandatory for the course, and where prior approval for attendance has been obtained from the Director of Human Resources. To be reimbursed, the employee will provide evidence of successful completion such as a transcript or certificate of completion. However, if the Superintendent or designee directs the employee to attend courses to gain specific skills; then tuition, required books, and fees will be paid in advance by the District. Mileage reimbursement shall be in accordance with present District policy and regulations for travel to approved classes held during the regular workday.

Section 23.8 – The District shall not provide funds for training of employees who are deficient in skills required for jobs that they presently hold. The District shall provide funds for training, however, if an employee has a skill deficiency that is caused by:

- A. An involuntary transfer to a new job classification;
- B. The introduction and use of technically advanced equipment; or,
- C. A change in the qualifications and/or duties required in the current job description.

Article XXIV – Travel Allowance

Section 24.1 – An employee who is requested to use his/her personal motor vehicle for District business will be reimbursed for mileage in accordance with Board policy and regulations.

Section 24.2 – Employees utilizing their own personal motor vehicle for District business shall carry insurance in accordance with Washington State Law. The employee’s insurance shall be primary in the case of any incident and the District’s liability, if any, will only be in excess of the employee’s insurance.

Article XXV – Right to Due Process

Section 25.1 – Any disciplinary action shall be for just cause.

Section 25.2 – An employee shall be entitled to have a representative of the Association present during any meeting which might reasonably be expected (by the employee) to lead to disciplinary action. When a request for such representation is made, no action will be taken with respect to the employee until the Association representative is present. If discipline is to be administered, the supervisor shall inform the employee of the right to an Association representative prior to the action being taken.

Section 25.3 – Any complaint made against an employee by a parent, student, or fellow employee will be promptly called to the attention of the employee or the complaint may not be used in any disciplinary or evaluative action.

Section 25.4 – Administrative Leave

- A. An employee may be temporarily removed from the employee's regular assignment pending an investigation into alleged misconduct when the employee's continued presence in the workplace could threaten or endanger children, self, or others; disrupt the educational or work environment; or interfere with an investigation. Upon request, the District will provide the Association President the specific reason(s) for administrative leave.
- B. This action shall not be considered disciplinary and shall be with full pay and benefits. The employee will be made aware of the right to Association representation at the time the employee is placed on administrative leave. The employee will be notified at their worksite unless safety or exigent conditions require otherwise.
- C. The District will begin the investigation as quickly as possible and engage sufficient available investigatory resources to complete investigations in a timely manner. The District will, upon request, provide the Association with periodic updates on the status of the investigation.
- D. Before returning an employee to the workplace after administrative leave, the District will meet with the employee to discuss appropriate transition time; communications with students, families and staff; and the status of any pending allegations.

Article XXVI – Dispute Resolution Procedure

Section 26.1 – Introduction. The parties believe that staff and management should attempt to resolve disputes arising from alleged violations of this Agreement in informal, problem-solving methods before moving to the formal grievance process. To this end, an informal meeting between the grievant or Association and supervisor must occur as a first step.

Section 26.2 – Definitions

- A. A "grievant" shall mean an employee or group of employees included in the bargaining unit represented by the Association or the Association.

- B. A “grievance” is any claim of alleged violation, misinterpretation, or misapplication of the terms of this Agreement.
- C. “Days” shall mean bargaining unit workdays, except as otherwise indicated. The number of days provided in each step shall be considered a maximum.

Section 26.3 – Timelines

- A. Timelines may be extended by mutual written agreement of the parties. If the Association fails to meet a required timeline, the grievance will be considered to be withdrawn. If the District fails to meet a required timeline, the Association shall advance the grievance to the next step.
- B. Notwithstanding the expiration of the Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

Section 26.4 – Representation

- A. A grievant may elect self-representation or be represented by an Association selected representative. However, the Association has the exclusive right to determine representation at arbitration. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- B. The Association shall be notified in writing as to the disposition of any grievance and the disposition shall not be inconsistent with the terms of this Agreement.

Section 26.5 – Procedure

- A. By mutual written agreement, any step of this grievance procedure may be bypassed.
- B. A grievance may be withdrawn or settled at any step without establishing prejudice or precedent.
- C. No reprisals shall be taken by the employer against any employee because of the employee’s participation or refusal to participate in a grievance.
- D. All matters pertaining to specific grievances are confidential unless released by the grievant or Association.
- E. No documents, communications, or records dealing with grievances and their adjustment will be filed with the grievant’s personnel file.
- F. These provisions would not require the removal from the personnel file a document that gave rise to the grievance unless removal was the resolution of the grievance.

- G. All hearing or conferences pursuant to this grievance procedure will be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present including any and all witnesses.
- H. The Board and Administration shall cooperate with the Association in its investigation of any grievance and will furnish the Association such information as is required for the investigation processing of any grievance.
- I. Class grievances involving one (1) or more employees from one (1) or more buildings or one (1) or more supervisors and grievances involving an administrator above the building level may initially be filed at Level II.
- J. In grievances involving discipline of an employee, the grievant has the option of having the Level I grievance heard by the Director of Human Resources rather than the immediate supervisor.
- K. Grievances concerning the decision or actions of ESC managers and directors that are not the immediate supervisor of the grievant will be filed at Level II.
- L. Decisions regarding requests for unpaid leaves may be pursued through Level II but will not be eligible for arbitration.

Section 26.6 – Processing of Grievances

Informal Meeting

Within thirty (30) days of becoming aware of an alleged grievance, the grievant shall schedule a meeting to discuss the complaint with the employee's immediate supervisor. Every effort will be made to resolve the grievance at this level.

Level I – Supervisor's Level

If no settlement is reached at the Informal Meeting, the grievance will be reduced to writing and presented within ten (10) days following the Informal Meeting to the immediate supervisor for reconsideration. The supervisor will respond in writing within five (5) days after the meeting.

Level II – Superintendent's or Designee Level

If no settlement is reached at Level I or if the supervisor fails to respond within five (5) days, the grievance may be appealed to the Superintendent or designee within ten (10) days after the Level I response was received or should have been received. The appeal must be in writing. A meeting shall occur within the ten (10) days after the receipt of the appeal. The superintendent or designee will respond in writing within ten (10) days after the meeting.

Level III – Final Dispute Resolution Options

If the grievance is not resolved at Level II, the Association may choose to advance the grievance to binding arbitration (Section A below) within twenty (20) days of receipt of the Level II response. Alternatively, the Association and District may mutually agree to advance the grievance to mediation (Section B below) within the timelines below.

A. Binding Arbitration

The arbitrator shall be selected from a list provided by the American Arbitration Association or the Federal Mediation and Conciliation Service (at the choice of the Association) in accordance with its rules, which likewise shall govern the arbitration proceeding.

1. The arbitrator shall have the authority to rule on any and all questions of arbitrability.
2. The arbitrator shall have the authority to make decisions and to provide appropriate remedies on all provision of this Agreement, consistent with existing statutes, and shall be binding on both parties.
3. The arbitrator's award shall be submitted in writing to the parties and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.
4. The arbitrator's fees and expenses shall be borne equally by the parties. All other costs will be paid by the party incurring them.

B. Mediation

1. If the grievance is not resolved at Level II, the Association may request grievance mediation. The Association shall notify the District in writing within ten (10) days of receipt of the Level II response of its desire to refer the grievance to mediation. The District shall respond in writing to the Association within five (5) days of receipt of the Association notification whether the District agrees to mediation. If the District does not agree to mediation, the Association may advance the grievance to arbitration (Section A above) within ten (10) days of receipt of the District's decision.
2. The mediator shall be jointly selected by the District and Association. The mediator will have the authority to meet separately with either party, or jointly with both parties. Proceedings shall be informal in nature. Any settlement agreed to shall be reduced to writing and, if necessary, shall be enforceable through the grievance procedure of the Agreement. The fees and expenses of the mediator and related costs shall be borne equally by the parties.

3. If mediation is not successful in resolving the grievance, the Association may choose to advance the grievance to arbitration (Section A above) within ten (10) days after mediation has ended.

Article XXVII – Pay Periods

Section 27.1 – Each employee under the jurisdiction of this bargaining unit shall receive salary in twelve (12) monthly installments. However, employees who work two (2) hours or less shall be paid only during the months in which they work.

Section 27.2 – For individuals hired after the beginning of the school year, the corrected salary shall be paid pro rata for the remaining payments of their employment year.

Section 27.3 – Employees who have been overpaid by the District as the result of the District making an error will be required to pay back any overpayment. A payment schedule will be mutually prepared that results in repayment over a reasonable period of time and which will not create an undue hardship on the individual. If the period of overpayment exceeds twelve (12) months, the amount to be repaid will be subject to discussions. In the event the employee leaves the employment of the District prior to the liquidation of the overpayment, the District may withhold the last check or portion thereof for the purpose of recovering the overpayment.

Article XXVIII – Salaries

Section 28.1 – The salary schedules for the years covered by this agreement are in Appendix A. The schedule has been increased by the inflationary adjustment index used by the legislature in the state budget (currently the implicit price deflator) plus 2% for the 2022-23 school year. For the 2023-24 school year, the salary schedule will be increased by the inflationary adjustment index used by the legislature in the state budget (currently the implicit price deflator) plus 1%.

Section 28.2 – Tax-Sheltered Annuities. District tax-sheltered annuities are available through payroll deductions. Employees should contact the Business Office for information on various programs. Participation is limited to the present District-approved plans and procedures and enrollment periods as outlined by the District and participating companies.

Section 28.3 – The school building Coordinator of Office Operations will receive a performance/ responsibility stipend of \$600.00 for each year.

Section 28.4 – In the event that a school cannot fill the posted certificated librarian position by September 1, the school will receive two (2) additional hours of secretarial generalist time per day until that position is filled. These hours can be assigned to a current secretary at the school provided that the increase does not cause the person's daily assignment to exceed eight (8) hours. In the event that the certificated librarian position is filled, the resultant reduction of secretarial hours will not constitute a reduction in force or a displacement.

Beginning in the 2023-24 school year, the District will increase library assistant hours at middle school to 5.5 hours per day to provide sufficient resources to keep the library open for the entire student day, except for lunch and breaks.

Section 28.5 – Employees who are asked by an administrator at ESC to pilot new programs will be provided a stipend. This stipend will be bargained based upon the employee’s per diem rate and the anticipated additional work involved.

Section 28.6 – Staff members covered by the FWEA-ESP CBA will be eligible for the following annual education stipends:

- Associates Degree: \$791.25
- Bachelor's Degree or higher: \$1,318.75

Each year, the above amounts will be increased by the inflationary adjustment index used by the legislature in the state budget (currently the implicit price deflator)

For staff members who start after September 1 and qualify for the stipend, the amount will be prorated based on the number of days worked.

For staff who are scheduled for fewer than four (4) hours per day, the amount of the stipend will be prorated based on the number of hours scheduled daily.

The degree must be awarded by October 1. Official Transcripts must be received in Human Resources by October 25. The stipend will be paid on the November paycheck.

Staff members with who have not yet earned a Bachelor's degree are eligible to receive up to \$200 reimbursement annually for tuition for a completed credit-bearing class at an accredited college or university.

Article XXIX – Duration

Section 29.1 – The term of this Agreement shall be from September 1, 2022, through August 31, 2024.

Section 29.2 – All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date.

Section 29.3 – This Agreement may be reopened at any time by mutual agreement of the parties. In the event of a double levy failure or other reduction in funds, including legislative action to reduce or restrict the use of state or local funds, the parties will meet immediately to negotiate the impact of the reduction in funds.

The Association or District may reopen the salary schedules in Appendix F prior to any school year if (1) the legislature changes the District’s qualification for regionalization funding (currently 12%) including qualification for the additional 4% experience factor; (2) the legislature revises the salary base for funded certificated instructional units; or (3) the legislature changes the District’s levy authority, or changes how levy funds may be used;

or (4) if the budgeted spending on universal compensation for certificated instructional staff falls below 35.5% of anticipated revenues Nothing bargained may violate compensation limitations imposed by state law or subject the District to a state funding penalty.

Section 29.4 – Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, the article, section, or clause, as the case may be, shall automatically be considered null and void and deleted from this Agreement to the extent that such article, section, or clause is in violation of law. The parties will meet to negotiate the impact of any such ruling. The remainder of this Agreement shall remain in full force and effect.

Article XXX – Entire Agreement

Section 30.1 – The foregoing articles, sections, and clauses contained in this document shall constitute the entire Agreement between the parties and no verbal statement shall supersede any of its provisions.

Article XXXI – No-Strike Clause

Section 31.1 – For the duration of this Agreement, the employer will not lock out employees nor will the employees engage in any strike or other work stoppage. In the event another bargaining unit engages in a strike during the terms of this Agreement, the work year of the members of this bargaining unit will also be adjusted and rescheduled following the strike to ensure that they do not lose annual salary; once restructured and worked, the members will pay back to the District any unemployment payments they have received. In the event the District asks this bargaining unit to work during the strike of another bargaining unit, the District will not ask members of this bargaining unit to do the work of the striking unit.

Signatures

FOR THE FEDERAL WAY EDUCATION ASSOCIATION EDUCATION SUPPORT PROFESSIONALS

DocuSigned by:


81E5974045BA4A4...

President

12/7/2022

Date

FOR THE BOARD OF EDUCATION FEDERAL WAY SCHOOL DISTRICT


DocuSigned by:

8555079A31ED424...

President

DocuSigned by:

7700608EF8834F1...

Director

DocuSigned by:

7C4F36619ADC477...

Director

DocuSigned by:

Dr. Jennifer Jones

8391638C3AD0485...

Director

DocuSigned by:

[Handwritten Signature]

C3D38787849047C...

Director

DocuSigned by:

[Handwritten Signature]

01600E12FF35439...

Superintendent

11/20/2022

Date

Appendix A – Salary Schedule

September 1, 2022 – August 31, 2023

	1 & 2 Yrs	3 & 4 Yrs	5 & 6 Yrs	7 & 8 Yrs	9-14 Yrs	15-19 Yrs	20 Yrs
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Level 4							
Attendance Secretary - Secondary	\$27.38	\$27.93	\$28.49	\$29.06	\$29.64	\$30.23	\$30.84
District Receptionist							
Library Assistant - Elementary School							
Library Assistant - Middle School							
Mailroom & Order Processing Clerk							
Secretary Generalist - Central Administration							
Secretary Generalist - Central Administration ELL							
Secretary Generalist - Elementary							
Secretary Generalist - Middle School							
Secretary Generalist - High School							
Level 5							
Clock Hour Program Manager	\$28.61	\$29.18	\$29.76	\$30.36	\$30.98	\$31.61	\$32.28
Attendance/Data Secretary - Elementary School							
Data Secretary - Middle School							
Data Secretary - High School							
Financial Secretary - Secondary							
Secretary II							
Level 6							
Office Manager - Central Administration	\$31.20	\$31.81	\$32.44	\$33.09	\$33.77	\$34.44	\$35.13
Office Manager - Elementary School							
Office Manager - Middle School							
Office Manager - High School							
Office Manager - Unique Programs							
Americorp							
CTE							
Equity and Achievement							
Title I & Lap							

A school building Coordinator of Office Operations will receive a bonus of \$600.00 each year.

Educational attainment stipends will receive IPD during the duration of the current agreement.
2022/23 AA = \$791.25 BA = \$1318.75

Appendix B – ESP Performance Evaluation Rubric



**ESP OFFICE/CLERICAL EMPLOYEE
PERFORMANCE EVALUATION RUBRIC**
Federal Way Public Schools

COMPETENCY 1: Communication				
INDICATORS	UNSATISFACTORY (1)	BASIC EXPECTATIONS (2)	MEETS FULL EXPECTATIONS (3)	EXCEEDS EXPECTATIONS (4)
Communicates in a professional, timely and efficient manner	Does not communicate in a professional, timely and efficient manner.	Communicates in a professional, timely and efficient manner but relies on one method of communication or requires support or reminders.	Communicates in a professional, timely and efficient manner, uses more than one method of communication in a timely and professional manner and considers the language of the family.	Communicates in a professional, timely and efficient manner, uses multiple methods of communication in a timely and professional manner and considers the language of the family. In addition, demonstrates the ability to de-escalate situations of a challenging nature.
Manages all verbal and written information pertaining to job responsibilities in a timely and efficient manner	Does not manage all verbal and written information pertaining to job responsibilities.	Manages verbal and written information pertaining to job responsibilities but requires support or reminders in a timely manner.	Consistently manages all verbal and written information pertaining to job responsibilities in a timely and efficient manner	Consistently manages all verbal and written information pertaining to job responsibilities in a timely and efficient manner and serves as a mentor for others.
Engages and Responds to students, staff, families, visitors and community	Does not engage or is not responsive to students, staff, families, visitors and community.	Engages and responds to students, staff, families, visitors and community but requires support or reminders.	Engages and responds to students, staff, families, visitors and community and acts as a liaison between the school/department and community.	Engages and responds to students, staff, families, visitors and community and acts as a liaison between the school/department and community and serves as a model for others.



**ESP OFFICE/CLERICAL EMPLOYEE
PERFORMANCE EVALUATION RUBRIC**
Federal Way Public Schools

COMPETENCY 2: Cultural Competency				
INDICATORS	UNSATISFACTORY (1)	BASIC EXPECTATIONS (2)	MEETS FULL EXPECTATIONS (3)	EXCEEDS EXPECTATIONS (4)
Follows district policies regarding Race and Equity (0200) and Rights and Responsibilities (3000)	Performance is not aligned with district policies regarding Race and Equity (2000) and Rights and Responsibilities (3000).	Performance is partially aligned with district policies regarding Race and Equity (2000) and Rights and Responsibilities (3000).	Performance is consistently aligned with district policies regarding Race and Equity (0200) and Rights and Responsibilities (3000).	Performance is consistently aligned with district policies regarding Race and Equity (0200) and Rights and Responsibilities (3000). Actively promotes policies regarding Race and Equity and Rights and Responsibilities.
Builds relationships of mutual respect and seeks to understand diverse perspectives	Does not build relationships of mutual respect. Rarely seeks to understand diverse perspectives.	Builds relationships of mutual respect with some individuals and groups. Sometimes seeks to understand diverse perspectives.	Consistently builds relationships of mutual respect with all individuals and groups. Consistently seeks to understand diverse perspectives.	Actively builds relationships of mutual respect with all individuals and groups and actively seeks to understand diverse perspectives and serves as a model for others.
Works collaboratively with members of racially and culturally diverse groups	Does not work collaboratively with members of racially and culturally diverse groups.	Works collaboratively with members of some racially and culturally diverse groups.	Consistently collaborates with members of all racially and culturally diverse groups.	Actively works collaboratively with all members of racially and culturally diverse groups and serves as a model for others.
Demonstrates cultural competence in interactions with students, families, staff and community	Interactions with students, families, staff, and community demonstrate little or no awareness of one's own assumptions, judgments, and/or biases about self and others.	Interactions with students, families, staff, and community demonstrate initial awareness of one's own assumptions, judgments, and/or biases about self and others.	Interactions with students, families, staff, and community consistently demonstrate awareness of one's own assumptions, judgments, and/or biases about self and others.	Interactions with students, families, staff, and community actively demonstrates the ability to assess the impact of assumptions, judgments, and/or biases related to one's own and other cultures. Engages in conversations that challenge perspectives and practices that may be harmful or demeaning to individuals and groups.



**ESP OFFICE/CLERICAL EMPLOYEE
PERFORMANCE EVALUATION RUBRIC**
Federal Way Public Schools

COMPETENCY 3: Organization

INDICATORS	UNSATISFACTORY (1)	BASIC EXPECTATIONS (2)	MEETS FULL EXPECTATIONS (3)	EXCEEDS EXPECTATIONS (4)
Follows established procedures for collecting, accessing and maintaining information (files, processes and reports) within work duties	Does not follow established procedures for collecting, accessing and maintaining information (files, processes and reports) within work duties.	Follows established procedures for collecting, accessing and maintaining information (files, processes and reports) within work duties but requires support or reminders.	Follows established procedures for accurately collecting, accessing and maintaining information (files, processes and reports) within work duties. Anticipates information and reports required by stakeholders.	Follows established procedures for accurately collecting, accessing and maintaining information (files, processes and reports) within work duties. Anticipates information and reports required by stakeholders and analyze systems and procedures to suggest and/or implement improvements.
Follows all procedures to manage administrative and fiscal functions (if applicable)	Does not manage administrative and fiscal functions.	Follows procedures to manage all administrative and fiscal functions but requires support or reminders.	Follows procedures to manage all administrative and fiscal functions. Anticipates information and reports required by stakeholders.	Follows procedures to manage all administrative and fiscal functions. Anticipates information and reports required by stakeholders and serves as a mentor to others in developing or maintaining systems.



**ESP OFFICE/CLERICAL EMPLOYEE
PERFORMANCE EVALUATION RUBRIC**
Federal Way Public Schools

COMPETENCY 4: Ethics and Professionalism				
INDICATORS	UNSATISFACTORY (1)	BASIC EXPECTATIONS (2)	MEETS FULL EXPECTATIONS (3)	EXCEEDS EXPECTATIONS (4)
Works collaboratively with peers and administrators	Does not work collaboratively with peers or administrators.	Works collaboratively with peers and administrators and provides minimal contributions to collaborative work.	Consistently works collaboratively with peers and administrators, approaches work from a solutions-based approach and contributes to collaborative work.	Consistently works collaboratively with peers and administrators, approaches work from a solutions-based approach and contributes to collaborative work. Occasionally leads collaborative work or serves as a mentor for others' growth and development.
Follows the laws, district policies and procedures related to ethical behavior and confidentiality	Performance is not aligned with the laws, district policies and procedures related to ethical behavior and confidentiality.	Performance is partially aligned with the laws, district policies and procedures related to ethical behavior and confidentiality.	Performance is consistently aligned with the laws, district policies and procedures related to ethical behavior and confidentiality.	Performance is consistently aligned with the laws; district policies and procedures related to ethical behavior and confidentiality and serves as a model for others.

COMPETENCY 5: Technology				
INDICATORS	UNSATISFACTORY (1)	BASIC EXPECTATIONS (2)	MEETS FULL EXPECTATIONS (3)	EXCEEDS EXPECTATIONS (4)
Operates computer, standard office equipment and/or other digital devices and platforms required for job duties	Has limited knowledge and/or job skills necessary to operate computer, standard office equipment, platforms and/or other digital devices required for job duties.	Has basic knowledge and/or job skills necessary to operate computer, standard office equipment, platforms and/or other digital devices required for job duties.	Is proficient in operating computer, standard office equipment, platforms and/or other digital devices required for job duties.	Exhibits advanced skills in operating computer, standard office equipment, platforms and/or other digital devices required for job duties. Serves as a mentor for others.
Uses and manages district-approved, job-related programs and online systems	Has limited knowledge and/or job skills necessary to use and manage district-approved, job-related programs and online systems.	Has basic knowledge and/or job skills necessary to use and manage district-approved, job-related programs and online systems.	Is proficient in using and managing district-approved, job-related programs and online systems.	Exhibits advanced skills in using and managing district approved, job-related programs and online systems. Serves as a mentor for others.



**ESP OFFICE/CLERICAL EMPLOYEE
PERFORMANCE EVALUATION RUBRIC**
Federal Way Public Schools

COMPETENCY 6: Health and Safety				
INDICATORS	UNSATISFACTORY (1)	BASIC EXPECTATIONS (2)	MEETS FULL EXPECTATIONS (3)	EXCEEDS EXPECTATIONS (4)
Follows basic safety, first aid, and Occupational Safety and Health Administration (OSHA) information	Does not follow basic safety, first aid, and Occupational Safety and Health Administration information.	Follows basic safety, first aid, and Occupational Safety and Health Administration information but requires support or reminders.	Consistently follows basic safety, first aid, and Occupational Safety and Health Administration information.	Consistently follows basic safety, first aid, and Occupational Safety and Health Administration information and serves as a model for others.
Maintains security and safety with regard to school visitors in the building/department	Does not maintain security and safety regarding school visitors in the building/department.	Maintains security and safety regarding school visitors in the building/department but requires support or reminders.	Consistently maintains security and safety regarding school visitors in the building/department.	Consistently maintains security and safety regarding school visitors in the building or department and serves as a model for others.
Follows emergency procedures and fulfills assigned and designated functions during practice and active emergency situations	Demonstrates limited knowledge of emergency procedures and does not fulfill assigned and designated functions during drills and active emergency situations.	Demonstrates basic knowledge of emergency procedures and fulfills assigned and designated active emergency situations but requires support or reminders.	Demonstrates comprehensive knowledge of emergency procedures and fulfills assigned and designated functions during drills and active emergency situations.	Demonstrates comprehensive knowledge of emergency procedures, fulfills assigned and designated functions during drills and active emergency situations. Models these practices and serves as a mentor for others.



Appendix C – Employee Goal Setting Form
 (Non-Rep, NON-CEL Certificated, E-START and FWESP)
 Federal Way Public Schools

Employee Name: _____ Meeting Date: _____
 Job Title: _____ School Year: _____

During the formative and summative evaluation meetings, the employee will have the opportunity to share with the evaluator progress toward the goals set at the beginning of the year.

A good starting place for setting goals is to consider your accountabilities to support the goals for your school, department or the district, growth areas from previous evaluations, and what responsibilities make up the bulk of your work.

Create goals that are related to your School Improvement Plan, department's success, and/or the [District Strategic Plan](#).

You may set up to three goals. The template below is designed to help you to create goals.

GOAL TEMPLATE

Strategic Plan Goal: *What Strategic Plan Goal is aligned to your professional goal?*

Professional Goal: *After completing a self-assessment using your evaluation and rubric (rubric as applicable), identify a skill, strategy, and/or behavior that is required for you to successfully grow your work performance.*

Actions: *What specific actions are required to achieve your goal?*

Indicators of Success: *How will you know you are successful (what metrics will you use – qualitative and/or quantitative)?*

Resources and/or Support Needed: *What resources and/or support will you need to accomplish your goal?*

GOAL #1

Strategic Plan Goal:

Professional Goal:

Actions:

Indicators of Success:

Resources and/or Support Needed:

GOAL #2

Strategic Plan Goal:

Professional Goal:

Actions:

Indicators of Success:

Resources and/or
Support Needed:

GOAL #3

Strategic Plan Goal:

Professional Goal:

Actions:

Indicators of Success:

Resources and/or
Support Needed:

INSTRUCTIONS FOR COMPLETING FORM

Top box: The employee must print their name legibly, indicate their location, and check the box corresponding to their bargaining unit. If an employee is a member of more than one bargaining unit that provides optional days, they must indicate which bargaining unit the optional days should be charged against.

Second box: Prior to attending the workshop/class or participating in the activity, the employee must receive approval from their immediate supervisor. The class must meet the requirements of an approved class/workshop.

The employee should also indicate the number of hours they are assigned to work per day. This is the amount of hours they will be paid per optional day (the employee's work day).

The employee should complete sections 1-3 prior to requesting the immediate supervisor's approval.

1. Once a course title has been registered with HR, it cannot be used again. Therefore, if the employee is (e.g.) attending a series of lectures, they should apply for attendance at all of the sessions on one form; this should be held and submitted for payment to Human Resources only after the last session has been attended; if they submit an optional day request for the first session only, they will not be allowed to claim the same course title on later forms.
2. Indicate what the employee feels will be the expected outcome of attending this course or participating in this activity.
3. The date(s) of the course/activity, and where it was conducted.
4. "Total hours attended" should equal a multiple of the employee's work day (see above), and "# of days requested" should be the number of optional days the employee is claiming. PROF-TECH employees may claim two (2) days; ESP, PSE and IUOE employees may claim three (3) days.

If the hours on an individual form do not equal a multiple of the employee's work day, it may be "stacked" with another form. If stacking with another form, please check the appropriate box and staple the forms together.

If the employee wishes to claim less than a full work day, they may do so by initialing in the appropriate space. The employee will be paid only for the hours claimed, but an entire optional day will be credited, and the employee will not be able to claim the lost hours later.

If the hours on individual or stacked forms do not equal a multiple of the employee's work day, and if the employee has not acknowledged loss of unclaimed hours in the appropriate space, the form will be returned to the employee's location unprocessed.

5. The class/workshop presenter or instructor must sign the form verifying that the employee attended. This signature must be dated on the date of the activity or later.

A copy of the completed form will be returned to the employee's location after it has been processed for payment. If any portion of the form is incomplete, contains an error, or is illegible, it will be returned to the employee's location unprocessed. It is the responsibility of the location and/or employee to make the corrections or changes and return to Human Resources. This may result in a delay of payment to the employee.

Further explanation of the employee's professional development requirements and usage can be found in the appropriate unit's collective bargaining agreement.

RECEIPT OF THE OPTIONAL DAY FORM IS WHEN IT IS RECEIVED IN THE HUMAN RESOURCES DEPARTMENT – NOT WHEN MAILED FROM THE EMPLOYEE'S LOCATION OR GIVEN TO ANOTHER PERSON, OTHER THAN HUMAN RESOURCES. IT IS ADVISABLE TO HAND DELIVER TO HUMAN RESOURCES IF NEAR THE MONTHLY DEADLINE.

Appendix E – Course Evaluation Form

FEDERAL WAY PUBLIC SCHOOLS Course Evaluation Form

**DIRECTIONS: PLEASE RATE THE WORKSHOP AND PROVIDE
ADDITIONAL COMMENTS WHERE INDICATED**

	Low Average High				
	1	2	3	4	5
New knowledge, perspectives, or skills were gained.					
Presenters were well prepared.					
Presenters were knowledgeable.					
Instructors were skillful presenters.					
Objectives were clearly stated.					
Workshop met the stated objectives.					
Facilities were adequate for the workshop.					
Printed materials were of high quality and matched the course content.					
I will be able to apply the content of the workshop to my position in the District.					

What specific suggestions can you offer to strengthen this workshop?

Please use the space below to make any comments/suggestions.

Thank you for your participation in this Federal Way School District workshop. We hope it was a valuable learning experience