Collective Bargaining Agreement

by and between the

Federal Way School District No. 210

and the

Federal Way Education Association

September 1, 2024, to August 31, 2027

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FEDERAL WAY
PUBLIC SCHOOLS

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Preamble and Shared Decision-Making

We, the Federal Way Education Association 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 without exception.

We must dismantle institutional racism and discrimination in a collaborative and intentional manner, and commit to address intentional and unintentional bias. This work must be done with the recognition that marginalized and oppressed identities often intersect.

Truths
1. Every person has worth.
2. Staff must feel valued.
3. It's safe to be yourself.
4. People flourish where there is 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.

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.

Purpose of Shared Decision-Making in the Building

This Agreement is based on the premise that building staff want to participate in decisions that impact their working conditions and that management values the education and experience of the participants as essential to the shared decisions. In order to create a climate for collaboration, the parties support the shared decision-making process as a tool for building staff to make decisions impacting the workday.

The parties agree that shared decisions support the District strategic plan and school improvement plans.

Shared decision-making is a developmental process and is characterized by a willingness to grow. We believe that decisions made collectively are the best-made decisions. Some common characteristics of shared decision-making include:

- Valuing the process as well as the product
- Involving as participants those who are impacted
- Inviting a variety of opinions
- Honoring the value of each person

This Agreement is based on the expectation that building staff will participate in shared decision-making as it supports the School Improvement Plan and the School Equity Leadership Team (SELT)—an organization composed of members representing various groups in the learning community.

Site Equity Leadership Teams (SELT)

Site Equity Leadership Teams will be composed of members representing various groups in the learning community. These groups will be reflective of the building and will include, but are not limited to, Grade level / departments, Administrators, Association Representatives (AR), and any equity teams or affinity groups active within the learning community. Representation from additional groups (e.g. SPED, ML) should be considered. An invitation will be extended to ESPs. SELTs may include other labor groups.

The principal, during the SELT election process, will publish responsibilities and commitment requirements, including decisions required by the CBA. In accordance with Section 7.5.C, these responsibilities will include identifying applicable topics, including topics related to cultural competency, diversity, equity, inclusion, and anti-racism in alignment with the School Improvement Plan (SIP) and co-plan and schedule professional development activities. This may include a request for District-level and/or Association-level support for professional development to improve the equity leadership capacity of the SELT. SELT members are responsible for two-way communication with the people they represent. SELTs will meet at least monthly.

The process for SELT election will be done yearly in the spring. Department/ Grade levels will choose their representative using a process that works for them. Through the site-based decision model, staff may decide to implement a different process, such as a school application process. The principal may appoint a member to the SELT as part of a programmatic stipend (e.g., AVID). Staff not chosen as reps may commit to join the team on an ongoing basis, but may not come and go.

Teams should establish norms to ensure that all possible decisions comply with laws, CBAs, District policy, and the Strategic Plan, and that although an AR and admin should process check, compliance with these parameters is a shared responsibility. Each SELT shall determine how its decisions are reviewed through an equity lens in accordance with the expectations in Administrative Board Policy 0200.

Decision-Making Process

We recommend the use of consensus building as the primary decision-making tool.

Consensus is the decision-making process used to find the highest level of agreement without dividing the participants into factions. In this process everyone in the group supports, agrees to, or can live with a particular decision. In this process consideration is given to all persons who are impacted by the decision (including other building staff members, parents, and students).

The parties encourage staff to become skilled in using the consensus model because:

- it focuses on process rather than personalities
- it uses dialogue to encourage understanding
- it recognizes diverse points of view
- it encourages staff with different points of view to remain as part of the decision-making process

If staff is unable to reach consensus, a majority vote of seventy-five percent (75%) of the staff is required for the decision to be made. If the vote is not seventy-five percent (75%) but is more than sixty percent (60%), the decision will move to a building resolution team.

This team, composed of representatives from the differing perspectives, will work to establish consensus. They will bring their proposal back to the whole group for further consideration, using the consensus-building model. If the group is still unable to reach consensus or the necessary seventy-five percent (75%) vote, a building Association representative and the principal will request support from the Association and management to either facilitate the consensus process or propose possible alternatives.

The failure of a specific proposal does not remove the obligation to implement the School Improvement Plan.

Support for the Shared Decision-Making Process

In order for staff to fully participate in shared decision-making processes, they must have the opportunity to learn about various models. Therefore, all staff will be trained in the collaborative decision process yearly.

To determine the focus of the building training each building staff will:

- assess their own level of need for learning
- design their own skill-building process in conjunction with District resources
- assess program effectiveness
- design essential follow-through

Article 1 –Terms and Conditions

Section 1.1 – Exclusive Recognition

The bargaining unit for which the Association is the exclusive bargaining representative is defined as follows:

> All certificated personnel employed by the District as teachers or support personnel but excluding the Superintendent, Assistant Superintendent(s), principals (including vice and assistant principals), directors, and managers (including assistant managers). Certificated guest employees employed by the District: (1) for more than thirty (30) days of work within the preceding twelve (12) months and who continue to be available for employment; or (2) for twenty (20) days of continuous service are regular part-time staff of the District and are included in the bargaining unit.

Section 1.2 – Definition of Terms

The term “Contractual Agreement” will be referred to as “Agreement.”

The term “staff member” will refer to all certificated staff represented by the Association in the bargaining unit.

The term "parties" will refer to the Board and the Association.

“Staff contract” will mean the letter of intent or the individual contract signed between an individual and the District.

The terms “Designee,” “District representative,” and “Association Representative” (AR) will refer to the people designated by either the Board or the Association to act for them in an official capacity.

The term “day” will mean working day unless otherwise defined in a specific section.

Section 1.3 – Contractual Compliance

All individual certificated staff contracts will be in the form provided by the District and will be consistent with the terms of this Agreement.

Section 1.4 - Administration of the Agreement

Either the Association President or the Superintendent may at any time request a meeting to discuss matters of interest. The meeting will occur at a mutually convenient time and place.

A joint Labor Management Committee (LMC) comprised of Association representatives as selected by the Association president and Management representatives as selected by the Superintendent/designee shall meet to discuss

matters related to the administration of this Agreement or other matters as mutually agreed. The Association President shall meet with the Superintendent's designee from Human Resources within a month of the commencement of the new school year to discuss the nature and extent of Labor/ Management meetings to be held during the year.

The Association leadership and Teaching for Learning leadership will meet regularly throughout the school year to discuss the implementation of the District's academic initiatives and programs.

Section 1.5 – Conformity to Law

This Agreement will be governed and construed according to all applicable federal, state, and local laws. If any provision or application of this Agreement is found contrary to law, the provision or application will have effect only as permitted by law. All other provisions or applications of this Agreement will continue in full force and effect.

Section 1.6 – Distribution of Agreement

Within thirty (30) working days following the ratification of this Agreement, Management will prepare the final document for signing and will make an electronic version of the Agreement available to all staff. Fifty (50) hard copies will be provided to the Association. All newly hired members of the bargaining unit will be given a copy at their orientation. Guest employees will receive a summary of the Agreement. Additional hard copies of the Agreement may be requested from Human Resources.

Article 2 – Association and Management Business

Section 2.1 – Management Rights

The Board retains and reserves all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the applicable federal, state, and local statutes including the following:

A. The right to hire all staff subject to the provisions and limitations of the law and to determine qualifications for professional service and to assign, promote, transfer, dismiss, or demote all staff subject to provisions of the law and this Agreement.

B. The establishment of grades and courses of instruction including special programs.

C. The duty to determine certain methods of classroom instruction in consultation with the Association and conditions of certificated employment consistent with this Agreement, the individual contract, and the collective bargaining and supplemental contract laws.

D. The Board may request the Association enter into discussions to modify or adopt a policy or action which is subject to collective bargaining. The policy will not be adopted nor action taken until the legal obligation to collectively bargain is honored. This Agreement does not encompass all of the policies and procedures of the District and is not to be construed as repealing any policies or procedures that now exist except to the extent that a conflict may exist between this Agreement and existing policies or procedures.

Section 2.2 – Association Rights

The Association and its representatives will have the right, at reasonable times, to use District facilities for meetings and to transact Association business, at cost, when additional cost or expense is incurred as a result of such use. The Association will have the right to use District equipment, at reasonable times, when such equipment is not otherwise in use. The parties will agree to an appropriate cost for the use of equipment each year.

The Association may use the District mail service, staff member mailboxes, technology and electronic mail in compliance with District policies and regulations for communications to staff members. Access to these communications systems is an exclusive right of the Association for the purpose of communicating: general announcements, scheduling meetings, work related to joint District-Association efforts and information related to the general administration of the organization. Use of District mail is prohibited for: communications related to political campaigns, lobbying public officials, Association positions on political issues, internal Association campaigning, confidential information related to negotiations and confidential information related to District staff members. The permissibility of other communications may be determined through labor-management.

The Association will have the right to post notices of activities and Association publications on bulletin boards to be provided in staff lounges of each building in the District.

At the request of the Association, the Board will furnish information required by law. The Association will furnish the personnel necessary to access such information when, under unusual circumstances, the District is unable to provide the personnel.

Association representatives will have access to all District buildings and to all staff so long as the Association representatives' presence does not interfere with the educational process in the building.

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

Authorized Association representatives will suffer no loss of pay for participating in grievance hearings or negotiation sessions held during regular working hours provided the hearings or sessions have been scheduled during regular working hours at the request of the District.

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

Section 2.3 – President's Release Time

The Association can purchase the President's contract with the District for either one-half (1/2) or full time for a period up to one (1) year.

Upon completion of the term(s) as Association President, the staff member will be placed in the position last held or in a similar position within the District if the position no longer exists unless the staff member requests a transfer. This right to return to the prior position, even if the leave is for more than one (1) year, is an exception to the leave provision of this Agreement.

All staff benefits, such as accrued wellness leave, salary experience increment, and seniority will be retained by the staff member.

Section 2.4 – Membership Dues and Assessments

A. Before September 15 of each school year, the Association will give written notice to the District of the dollar amount of annual dues (including special assessments) required by the Association, including affiliate dues.

B. Processing of staff-authorized deductions will be subject to the limitations of equipment and personnel in the District Business Office.

C. A deduction will be made from each monthly pay warrant in twelve (12) equal amounts for dues, representation fees, or charitable contributions.

D. The Association agrees to reimburse any staff member who pays an amount in excess of the rate required for dues or representation fees equivalent to that received in overpayment.

E. Each month the District will send the Association all money deducted for dues and representation fees accompanied by a list of names of those staff members from whose pay warrants the deductions have been made.

F. Membership Dues Deductions

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.

In the event that payroll dues deduction is prohibited by law, the Employer shall provide to the Association the electronic funds routing information each payroll cycle for all employees who have consented to membership in the Association.

G. Hold Harmless

The Association agrees to defend, indemnify, and save the District harmless against any liability which may arise by reason of any action taken by the District to comply with the provisions of Article 2, Section 2.4, of this Agreement, including the costs for any attorney fees or legal expenses incurred. The Board agrees to promptly notify the Association and tender the defense in writing of any claim, demand, suit, or other form of liability arising out of implementation of the provisions of Article 2, Section 2.4, and will forward such if the Association so requests in writing to surrender claims, demands, suits, or other forms of liability. The Board will then be absolved of its responsibility to enforce compliance of this section.

Article 3 – Personal and Professional

Section 3.1 – Nondiscrimination

The Board and the Association will not discriminate against any certificated staff.

Section 3.2 – Support for Black, Indigenous, People of Color (BIPOC) Educators

The District will continue its support for District-led affinity groups for all BIPOC educators. If meetings are held during the school day, staff will be eligible for compensation for planning per section 14.1.H. If meetings are held outside of the work day, staff will be paid professional rate for attendance.

Section 3.3 - Staff Rights

A. Discrimination Free Work Environment

The District and Association are committed to a safe and civil educational and work environment for all staff. Staff shall not face harassment or discrimination on the basis of race, color, national origin or ethnicity, religion, creed, sex or gender, sexual orientation, gender expression or identity, age, marital or family status, veteran or military status; disability, or the use of a trained dog guide or service animal 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. Staff who believe they have experienced harassment or discrimination based on the protected classes enumerated above have the right to report all such instances to their administrator and the Human Resources (HR) Department.

B. Due Process

The parties believe that good communications and clear expectations can resolve many staff behavior issues prior to the imposition of formal discipline. To the extent practical, given the circumstances, administrators are encouraged to attempt to resolve these behavioral issues through pre-disciplinary strategies which may include oral or written clarification of expectation, verbal warnings, and/or letter of direction.

When the pre-disciplinary strategies have either not resulted in the required behavior, as determined by the administrator, and warrants discipline, the parties believe in a philosophy of progressive discipline. Such discipline shall be for just cause and may include documented oral reprimand, written reprimand, suspension without pay, or termination of employment. Any disciplinary action affecting a staff member shall be appropriate to the behavior and context which

precipitated the action and may bypass lesser remedies should the behavior warrant it.

A staff member who is being directed to attend a meeting where discipline will be imposed must be notified that they have the right to have representation be present at such meeting. Arrangement for representation, if desired, is the responsibility of the staff member.

The specific grounds forming the basis for disciplinary action will be made available to the staff member in writing upon request.

For the purposes of this section, discipline does not include non-renewal or dismissal as a result of performance evaluation.

C. Personal Freedom

The parties to this Agreement understand and agree that the legal provisions and conditions guaranteeing the rights of all employees to equal protection of the law found in federal and state statutes and the Constitution of the United States are binding on each of them.

Provided there is no interference with the staff member's professional performance, the private life of a certificated staff is not within the appropriate concern or attention of the Board. All staff members will be guaranteed freedom of individual conscience and association.

D. Background Checks

The following guidelines will be used in the event the District receives adverse information on staff members who were required to be fingerprinted under this legislative action:

1. The age and maturity of the individual at the time the crime was committed;
2. The seriousness of the crime and any mitigating factors;
3. The likelihood that the crime will be repeated;
4. The proximity in time of the crime;
5. Evidence that would support good moral character and personal fitness;
6. Potential risk the crime poses to students and staff.
7. Other appropriate factors.

E. Right to Join and Support the Association

The Board hereby agrees that every certificated staff member will have the right to freely organize, join, and support the Association for the purpose of mutual aid and protection.

F. Right to Representation

All staff have the right to Association representation or a representative of the staff member's own choice whenever the staff member is required to meet with a principal or supervisor for purposes of discipline or possible discipline of the staff member. The meeting will not be delayed beyond a reasonable period of time while representation is being arranged. When a request for representation is made, action will not be taken with respect to the staff member until the representative has been given reasonable opportunity to be present. All information forming the basis for any discipline or action affecting the staff member will be made available to the staff member and the Association. All charges will be in writing with the source identified.

All staff will have the right to reasonable advance notice before meeting with supervisors.

G. Drug and Alcohol Testing

District-directed drug or alcohol use testing will only occur if there is reasonable suspicion an employee is under the influence of a chemical substance (including alcohol) at the workplace and the employer can articulate specific reasons for believing such use has occurred. Human Resources will not unnecessarily or indiscriminately relate, disclose, or divulge information regarding any staff member who is suspected to be in violation of School Board Policy 5201 and 5201P.

H. Administrative Leave

1. 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.

2. 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.

3. 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.

4. Before returning an employee to the workplace after administrative leave, the District will meet with the employee to discuss appropriate transition time and instructional planning; communications with students, families and staff; and the status of any pending allegations.

Section 3.4 – Academic Freedom

The parties seek to inspire students to develop an inquiring mind, a respect for truth, a recognition of individual and group freedom and responsibility. The parties will work together to create and preserve an atmosphere which is free from censorship and artificial restraint and in which academic freedom for staff and student is guaranteed.

The staff member is responsible for exercising professional judgment when utilizing student material or when responding spontaneously and is free to express opinion on such subjects, but not free to teach personal opinion as fact. The staff member will be responsible for recommending to students, that on controversial issues and/or sensitive subjects, parental views should be obtained.

Policies and regulations governing the response to complaints regarding the content and use of instructional materials will be administered consistently throughout the District.

Mechanical, electronic, or recording devices may be used by administrative, support, and classroom staff for the purpose of instruction, evaluation of instruction, and/or educational communication. The use of a device for any other purpose or by any other person or persons must first have the approval of the building administrator and the affected staff member.

The Board has responsibility for determining the topics to be taught, the materials to be used in instruction, and the curriculum employed to teach these topics subject to constraints of law, policy, and this Agreement.

For the purpose of creating a climate where controversial issues can be engaged as a positive learning opportunity for students, the parties will work to increase the awareness and sensitivity of staff, students, and the public of the emotional impact of controversial instructional materials or topics.

Section 3.5 – Personnel Files

Staff members will have the right to inspect the contents of their personnel file and employment references leaving the District. On request, a copy of any document

excluding college placement files or reference letters that have been designated by the staff member as confidential contained in the personnel file will be given to the staff member, at cost. No secret, alternative, or other personnel file will be kept anywhere in the District. The Principal or supervisor may maintain a working file. This separate file will be subject to the terms contained under this Agreement. Medical Files and Investigatory/case files are by law, files that are separate from personnel files and are maintained by Human Resources.

Any personnel file material not shown to a staff member within ten (10) working days after receipt or composition will not be allowed as evidence in any grievance or in any disciplinary action against the staff member.

No material making reference to a staff member's competence, character, or behavior will be placed in the personnel file without both the staff member's knowledge and having had an opportunity to attach written comments.

All information forming the basis for any reprimand, warning, or discipline will be limited to matters and events occurring during the current school year.

Staff will be notified of any requests by individuals or agencies from outside of the District to inspect or copy materials from the staff member's personnel file. To the extent allowable under law, the District will assist the staff member in protecting the privacy of the files.

Human Resources will maintain a confidential personnel file for guest employees for purposes of maintaining evaluation forms and other relevant information.

Guest employees will be informed of any documents to be placed in their file. Guest employees will be provided a copy of the document. If the document is adverse in nature, Human Resources will afford the guest employee the opportunity to provide a rebuttal to the document. In this case, the guest employee will have five (5) school days upon receipt of the copy of the document to provide a rebuttal. Human Resources will attach the rebuttal to the document.

Section 3.6 – Staff Protection

When staff members are engaged in the maintenance of order and discipline and the protection of school personnel, students, and property the District will provide liability insurance protection and protection for the loss or damage of personal property to the extent provided by law. Such personal property claims will be paid up to the amount of actual damage or loss not covered by third parties. Payment will not exceed $500 per occurrence. Staff members will not be covered by District insurance for their own illegal acts or acts of gross negligence.

Section 3.7 – Breaks for Lactation/Expression of Milk

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.

Article 4 – Hiring, Assignment, and Transfer

Section 4.1 – Introduction

All staff are encouraged to consider transfers and changes of assignment for the purpose of professional growth and individual development.

To assist the smooth transition of a staff member moving into another building, the building principal and Association building representative will institute a "buddy" system, soliciting volunteers. The buddy will provide the new person with information concerning the operation of the building, the culture of the building, the informal and formal processes that exist, the School Improvement Plan, the staff, and any forms/guides/procedures that are unique to the building.

In the same sense that change is healthy; building teams, principals, and supervisors will be open to accepting and supporting those who transfer into a new situation so that all parties (students, parents, and staff) benefit from the transition.

Section 4.2 – Definitions

For the purpose of this Agreement, the terms below will be defined as follows:

A. Transfer – A "transfer" will mean a relocation of an individual from one school to another. Relocation of a total program to another school will not constitute a transfer.

B. Voluntary Transfer – A "voluntary transfer" will mean all transfers to an open position for which a staff member has applied. The transferring staff member's current position is not vacant until the staff member accepts an offer to the new position.

C. Involuntary Transfer – An "involuntary transfer" will mean all other transfers.

D. Assignment – An "assignment" will mean the placement of a staff member in a primary, intermediate, or a particular secondary subject area, and/or specialty area within the building program.

E. Reassignment – A "reassignment" will mean a change in a staff member's assignment.

F. Vacancy – A "vacancy" exists whenever the District intends to place other than a temporarily contracted person in an unfilled position.

Section 4.3 – Exceptions to Posting Vacant Positions

Prior to posting and filling a vacancy, the following placements will be made in the order listed:

A. Staff returning from a Leave of Absence (LOA) will be placed by Human Resources in a vacancy for which they are qualified.

B. Staff who have been displaced through program elimination or enrollment-driven staff reduction in a building will be placed by Human Resources in a vacancy for which they are qualified.

C. Staff identified by the parties as needing a new location to benefit staff, students, or programs will be placed by the parties in a vacancy for which they are qualified. A joint decision will be reached as to the support that the parties may provide.

D. Teachers (staff) on special assignment and project leave returning from that assignment will be placed by Human Resources in a vacancy for which they are qualified.

E. The District may hire-on-demand certificated staff members as agreed to annually by the parties.

Placements will be made as early as possible, preferably by May 1. The initial placement by Human Resources may be changed to create a better match or probability of success. These changes in placement will be made jointly by the District and Association.

If sufficient positions are not immediately available by May 1, vacancies thereafter will continue to be filled in the order listed above within one (1) week after Human Resources is notified of a vacancy.

Section 4.4 – Vacancies and Eligibility / Ineligibility for Transfer

A. The following are ways a vacancy is created:

1. Retirement of a staff member submitted and accepted by the Board.

2. Resignation by an individual submitted to and accepted by the Board.

3. Leave of absence (LOA) request approved by the Board.

4. Termination or nonrenewal of the staff member by the Superintendent.

5. Growth, projected and actual, resulting in the authorization of a new position through the budget process.

6. Transfer of a staff member through the transfer process.

B. Staff Eligibility and Ineligibility

1. Staff eligible for voluntary transfer

a. P1 staff will be allowed to transfer at the conclusion of their P1 year, but not during their P1 year.

b. Staff on limited contracts provided they have a positive evaluation on file in Human Resources.

c. Guest employees who have 3 years of current successful service in the District may apply as internal candidates.

2. Staff ineligible for voluntary transfer

a. Staff on probation or staff on a plan of improvement created as a result of either an unsatisfactory evaluation or the removal from the CPDP process**.**

b. Staff on supplemental overload contracts during the performance of such contracts.

c. Staff currently assigned to a position for which they are not endorsed are not eligible to transfer to another non-endorsed position.

C. Procedure and Consideration for open positions

1. Internal and external applicants will be considered simultaneously for vacant positions. Interview teams will be consistent for both internal and external candidates.

2. Vacancies posted prior to June 1 for the following school year will be posted for a minimum of ten (10) working days. Otherwise vacancies will be posted for a minimum of five (5) days.

3. Following the close of posting, the selection process will be completed within 10 working days.

4. Selection will be determined by evaluating past work performance, qualifications, interview responses and seniority. In determining who is selected, the total weaknesses and strengths or past work performance, qualifications, and the interview responses of the candidates shall be matched with the published job requirements, responsibilities, and typical duties.

5. Internal candidates will be notified of the selection decision.

6. A staff member who is less than full time can request a transfer to a vacant position within the same building. This is an in-building reassignment. (For

example, if a staff member is .5 FTE and a 1.0 FTE position opens within the building the staff member can request reassignment to the 1.0 FTE position.)

Section 4.5 – Voluntary Transfer Process

A. Posting

Within one (1) week of being notified by a principal or supervisor that a vacancy exists, Human Resources will post the vacant position both internally and externally. The posting will be for a minimum of one (1) week.

B. Application

Eligible staff (Section 4.4.B.1) will submit a request for consideration for a vacant position, with current resume, to Human Resources within the designated posting period of a position. Applicants are expected to review the school profile for those locations to which they wish to transfer.

Section 4.6 – Hiring Practices for Filling Vacancies During the School Year

A. When a vacancy occurs in a building (or program), the principal (or supervisor) will determine internal reassignments within one (1) week of the vacancy occurring. Within the building, all staff will be made aware of vacancies. Staff interested in a reassignment need to notify the principal or supervisor of their interest according to the established building or program timeline. Following internal reassignments, the principal will notify Human Resources of the position vacancy. Within one (1) week of being notified by a principal or supervisor that a vacancy exists, Human Resources will simultaneously post the vacant position both internally and externally. The posting will be for a minimum of five (5) working days.

B. Staff will submit a request for consideration, with current resume, to Human Resources within five (5) working days of the posting of a position. Applicants are expected to review the school profile for those locations to which they wish to transfer. Staff applications will be considered at the same time as those of external applicants.

C. The selection process will be completed within two (2) weeks of the close of posting.

D. It is the responsibility of the staff member to contact Human Resources concerning vacancies.

Section 4.7 – Reassignment In-Building or In-Program

A. Voluntary In-Building or Program Reassignments

When a vacancy occurs in a building (or program), the principal (or supervisor) will determine internal reassignments within one (1) week of the vacancy occurring.

Within the building or program, all staff will be made aware of vacancies. Staff interested in a reassignment need to notify the principal or supervisor of their interest according to the established building timeline.

This voluntary process may also result in a change in FTE status with the agreement of building administration (or supervisor). An assignment to a vacant position within the same building is considered an in-building reassignment and not a transfer. Following internal reassignments, the principal will notify Human Resources of the position vacancy.

B. Involuntary Reassignment

1. When a staff member is involuntarily reassigned, management will provide an explanation of the reasons prior to the change. Under normal circumstances, prior notice will occur at least seven (7) calendar days before the reassignment. The staff member will receive a written explanation of the reassignment, if requested.

2. If during the school year a staff member is involuntarily reassigned to an assignment not taught in the last five (5) years, the staff member will be provided release time for up to two (2) school days to prepare.

3. If the reassignment is made less than two (2) days before the start of school or during the school year, the staff member will be compensated at their per diem rate of pay for up to two (2) days for preparation.

C. A timeline and process that involves the affected staff will be utilized in developing assignments for all staff assigned to the building(s).

Section 4.8 – Involuntary Transfers

A. Program Changes

The District's determination to implement an involuntary transfer will be based upon, but will not be limited to; program needs, District/building priorities, and District/building organizational needs and will not be arbitrary or capricious.

B. Enrollment-Driven Involuntary Transfers

The District's determination to implement involuntary transfers due to enrollment changes will be based upon, but will not be limited to; program needs, building priorities, and building organization. Management will consider voluntary transfer requests. When two (2) or more staff members are subject to such an involuntary transfer, the staff member with the least length of service will be involuntarily transferred first. Length of service will be based upon total length of service in Washington certificated school positions as documented with Human Resources.

C. When a staff member is involuntarily transferred, management will provide an explanation of the reasons prior to the change. Under normal circumstances, prior notice will occur at least seven (7) calendar days before the involuntary transfer. In extraordinary circumstances, notice will be given at least seventy-two (72) hours in advance of the transfer. The staff member will receive those explanations for transfer, if requested.

D. Involuntarily transferred staff will be provided up to two (2) days of release time to prepare for the assignment. Additional work required by the District beyond the normal workday will be compensated at their per diem hourly rate.

E. If involuntarily transferred to an assignment which the staff member has not taught in the last five (5) years, then the District will provide in-service assistance as needed to the transferred staff.

F. Once having been involuntarily transferred due to enrollment changes, a staff member is exempt from another such involuntary transfer for the next two (2) school years.

G. Staff members with a Provisional contract do not have the right to be retained when there are reductions in staffing, however, if the District elects to retain a staff member on a Provisional contract, but chooses to do so through an involuntary transfer, the parties agree that Section 4.8.F. will not apply to staff members with Provisional contracts.

Section 4.9 – Assessment of Process

The labor/management committee will review the effectiveness of the voluntary transfer process and make suggestions to the appropriate parties.

Section 4.10 – Hiring of Hard-to-Find Specialists

The parties agree that it is the duty of the District to fulfill the related services requirements of a student's Individualized Education Program (IEP), that the availability of certificated specialists is limited, and that Human Resources will make every reasonable effort to recruit and hire such specialists as staff members.

The Association recognizes that, on occasion, the Board will be unable to fill such positions. In such cases, the following will occur:

- The position(s) will be reposted each year and will remain open so long as the work is required or until a qualified individual is employed.
- If no appropriate applicants are available by the spring of each year, the Board may exercise its option of contracting for services if not doing so would result in a high probability of not securing needed services for IEP completion.
- Nothing in this Agreement will interfere with the Board's authority/right to implement a variety of service delivery options to meet student needs. In this case,

management will contact the Association before implementing such a change in service delivery and discuss the rationale for this adjustment.

Section 4.11 – Diversity Hiring

Subject to applicable State and Federal Law, the District will continue to support a goal of recruiting and maintaining a culturally competent and diversified work force.

The District and Association support the development of new teachers from within the community through the Teacher Academy program, and recognize that this is an important strategy in hiring a diverse work force. Graduates of the Teacher Academy will be given priority for student teaching opportunities in the District. Upon completion of the program, graduates will be offered an interview for any open position for which they apply and are qualified to fill.

The parties will agree on an appropriate amount of time for the Association to address the class regarding the Association's role in public education.

Article 5 – Evaluation, Probation, Discipline, and Discharge of Staff

Section 5.1 – Introduction

It is a shared belief of the parties that evaluation should promote staff member growth and improve learning outcomes for students and must be meaningful, helpful, objective, and collaborative. We believe that engaging in an inquiry process, based on student growth goals, provides a process that is safe for staff members to be able to reflect on their teaching practices, engage in self-assessment, and identify areas of needed professional growth to improve the quality of their teaching. Frequent observations and timely feedback, along with collaborative dialogue and reflection between the evaluator and staff member, further supports staff member professional growth and development.

Classroom teachers will be evaluated on the 8 state criteria, using the Center for Educational Leadership's 5D+ (CEL 5D+) instructional framework and rubric. The parties recognize the value of professional development regarding the evaluation system; each staff member will have opportunities for ongoing professional development. In order to facilitate and encourage professional growth, staff members need to receive formative feedback prior to summative evaluation. (Evaluation of non-classroom certificated staff members is covered in Section 5.4.)

It is anticipated and expected that staff will have room for growth and should not become alarmed simply because suggestions are made for improving performance. Through the inquiry process and formative feedback, classroom teachers will hone their focus for growth throughout the year. Classroom teachers should never be surprised by the summative evaluation. Within four (4) weeks of the beginning of school, each building principal will hold a general certificated staff meeting or individual conferences to review evaluative criteria and procedures.

It is the shared belief of the parties that the evaluation, certification, and renewal criteria should be in alignment with each other and with Building Learning Goals. Consequently, in the event that certification requirements change, the evaluation procedure for staff affected by the changes will be modified to the extent necessary to align the evaluation process with the certification requirements. The parties to this Agreement will meet to develop the necessary processes and instruments.

Discipline is normally applied for violation of District policies, regulations, and procedures; not for teaching performance. Teaching performance will normally be handled through the evaluation process, not discipline. The parties recognize that the line between behavior and performance may be gray and commit to working to ensure that due process is followed and teaching performance enhanced.

Section 5.2 – Process for Evaluation

A. Every certificated staff member will be evaluated using the Comprehensive or Focused Evaluation System, based on the state criteria or the locally bargained

evaluation criteria. (See Appendix B, Eight State Criteria; Appendix C, Inquiry Cycle (CEL); Appendix D, Inquiry Overview; and Appendix E, Comprehensive Evaluation Rating Form.)

1. All provisional certificated staff members will be evaluated using the Comprehensive Evaluation Process. (See Section 5.3.)

2. All continuing certificated staff members will be evaluated using the Comprehensive Evaluation Process at least once every six (6) years.

3. Staff members not on Comprehensive will be evaluated using the Focus Evaluation process (See section 5.3)

B. Determination of Evaluative Tool

1. Certificated teachers who plan and implement instruction, assess students, and monitor progress for a set group will be evaluated using the CEL 5D+ instructional framework, Evaluators will use the Special Education Guiding Questions in Appendix K when evaluating teachers of Self-Contained Special Education programs

2. Any certificated staff member who does not plan and implement instruction, assess students, and monitor progress for a set group (that is not responsible for the direct instruction of their own class of students) will be evaluated using a locally negotiated evaluation system, as agreed upon by the Association and District.

    a. Examples of staff members not evaluated using the CEL 5D+ instructional framework include, but are not limited to the following: Athletic Directors, Deans, Educational Staff Associates (ESA), Multi-lingual (ML) Check and Connect Teachers, Instructional Coaches, K-3 Literacy Teachers, Librarians, Program Specialists, Restorative Practices Teachers, and Teachers on Special Assignment (TOSA).

    b. Determination of whether a staff member is evaluated using the CEL 5D instructional framework will be made collaboratively between District and Association leadership and reviewed yearly at Labor Management Committee.

    c. Each librarian will meet with supervisor as part of the evaluation process to develop evaluation focus for the year, within the time allotted for their position, as well as to develop a plan for addressing the tasks required in the evaluation framework. Staff who split time between classroom and library will be evaluated only on teaching responsibilities, using the appropriate evaluation tool.

C. Only CEL 5D+ trained certificated administrators may evaluate certificated staff using that framework.

D. Every certificated staff member participates in two (2) inquiry cycles per year consisting of Self-Assessment, Determining an Area of Focus, Implementation and Support, and Analysis of Impact (see Appendices B and C). During the year, the staff member will meet with the assigned evaluator at least four (4) times as part of the evaluation process.

1. Self-Assessment

All staff members will complete a self-assessment using their evaluation tool. The self-assessment is for personal use only, and staff members are not required to submit it to their evaluator.

2. Determining a Focus

By October 31, each staff member will meet with the assigned evaluator for the first Pre-Inquiry Conference as part of the first cycle to mutually establish professional practice and student learning goals (if applicable), and how goals will be measured. (See Appendix F, Professional Learning Focus/Student Growth Goals Form.) The second Pre-Inquiry Conference will be held mid-year (during first Post-Inquiry Conference).

3. The Implementation and Support stage of the inquiry process for staff members evaluated using the CEL 5D+ instructional framework includes Observation and Feedback Visits:

a. Focused Evaluation

Four observations/feedback visits at minimum (two (2) in each cycle, with one (1) per year being at least 30 minutes; the remaining observations/feedback visits must be at least 15 minutes), evaluated on one (1) of the eight (8) criteria in which there is room for professional growth. If the chosen criterion is 1, 2, 4, 5, or 7, then student growth goals must be established and reflected upon from criterion 3 or 6.

b. Comprehensive Evaluation

Four (4) observations/feedback visits at minimum (two (2) in each cycle–at least one (1) 30-minute observation must occur per year; the remaining required observations/feedback visits must be at least 15 minutes). The total observation time for the school year must not be less than 90 minutes. For example, a staff member may be observed four (4) times, once for 30 minutes, three (3) times for 20 minutes; or twice for 30, and twice for 15, etc.

c. At the request of the staff member, the 30-minute observation referenced above can be prearranged.

d. Within a week after each visit, evaluator will provide a coded script which may include photos, noticings, wonderings, and/or analysis/ feedback.

e. The evaluator will also code all responses to wonderings submitted by the staff member

f. A brief collaborative dialogue will be held within a week of the 30-minute observation to debrief noticings, wonderings, and feedback. The conversation is expected to be approximately 15 minutes and will be scheduled by administration at a mutually agreeable time. This conversation replaces written response to wonderings, noticing, and feedback.

   For the remaining required observations, staff will respond to noticings, wonderings, and feedback, either verbally or in writing within one (1) week of receiving written feedback.

4. The Implementation and Support stage of the inquiry process for staff members evaluated using locally determined criteria includes the following Observation and Feedback Visits:

   a. Focused Evaluation

   At least two observations/feedback visits totaling 60 minutes at minimum (at least one in each cycle, with one per year being at least 30 minutes); evaluated on one of the locally determined criteria in which there is room for professional growth.

   b. Comprehensive Evaluation

   At least two observations/feedback visits totaling 60 minutes at minimum (at least one in each cycle, with one per year being at least 30 minutes); evaluated on all of the locally negotiated criteria.

   c. At the request of the staff member, the 30 minute observation referenced above can be prearranged.

   d. A brief collaborative dialogue will be held within a week of the 30-minute observation to debrief noticings, wonderings, and feedback. The conversation is expected to be approximately 15 minutes and will be scheduled by administration at a mutually agreeable time. This conversation replaces written response to wonderings, noticing, and feedback.

For the remaining required observations, staff will respond to noticings, wonderings, and feedback, either verbally or in writing within one (1) week of receiving written feedback.

5. Analysis of Impact

a. The first Post-Inquiry Conference is formative, providing an opportunity to reflect on progress and to decide on whether to continue the same inquiry or identify a new area of focus (during the second Pre-Inquiry Conference).

b. The summative Post-Inquiry Conference will be held prior to the Friday of the first full week of June.

6. Evaluators will vary the days of the week and times of day that observations are conducted for each staff member in order to see the full scope of the staff member's practice.

E. Final Evidence is Based on Evidence Gathered During the Inquiry Cycles

Evidence is mainly collected during observations as recorded in the evaluator scripts. Observations shall mean "the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations" between the staff member and evaluator. In addition to observed practices, evidence may also be gathered through answers to wonderings, artifacts, and analysis of student growth. (if applicable). Prior to completing summative evaluation, the evaluator will discuss how all evidence was considered in determining the summative evaluation.

F. Student Growth Goals for Staff members Evaluated Using the CEL 5D+ Instructional Framework

In the original TPEP student growth rubrics, educators set goals, and then the focus was on growth and achievement data. In the 2024 – 2025 rubrics, that has changed to a focus on educator reflection, and using student growth data to improve instruction and student learning. The revised rubric emphasizes responsive practice and authentic conversations, instead of just focusing on final outcomes in student growth data.

Related to Student Growth Goals, the parties agree to the following:

1. Prior to using the new student growth rubrics for evaluation, all teachers and administrators will receive professional development on the use of the new student growth goal rubrics.

2. Professional development to support the implementation of the new student growth goals will be jointly determined by the association and district and focus on:

a. Participating in professional, learning focused conversations that are centered on reflection of practice. A conversation asks learning-focused questions in real time without the need for the teacher to provide written comments.

b. How to use the six critical attributes highlighted in the SGG rubric to establish their Student Growth Goal(s), as well as to reflect on and respond to student growth.

c. Ways to participate and complete the Student Growth Goal process in Professional Learning Communities.

3. Additional training for evaluators on understanding and acknowledging how bias may impact student growth goal reflective conversations.

4. Reflective conversations can be done individually or with the members of one's PLC, and should be completed shortly after completing the unit of study. When needed, additional time will be provided during the evaluation process for conversations focused on reflection of the student growth goals by the teacher and supported by the evaluator.

5. Both qualitative and quantitative data are necessary for a complete picture of student growth.

6. It is the intent of the parties that the Student Growth Goal rubrics do not require teachers to create additional evidence to document the reflection that takes place by the teacher during the evaluation process. All evidence should be authentic and through a natural harvest provided during individual or PLC reflective conversations focused on how they will adjust their instruction based on student progress toward the goal.

7. The parties recognize that culturally responsive teaching relies on writing goals and reflection based on the teacher's knowledge of their students' assets. The parties agree that Student Growth Goal setting conferences with evaluators will take place no earlier than early October and by the first week of May, and may be done individually or with PLCs. Individual professional goal-setting conferences may occur prior to this window, if mutually agreed upon.

8. An individual or PLC team may choose to modify or change their Student Growth Goal in consultation with their evaluator.

9. To embed the use of student growth goals into the regular flow of instruction, the student growth goal cycle shall be contained within a single unit of study. A unit of study should be aligned to an essential standard. It is recommended that it be related to PLC work.

10. When mutually agreed upon, an individual or PLC may use the formal student growth setting process more than once through the year to improve their practice and show additional growth for their evaluation.

G. SGG

1. Setting the Goal

a. Each staff member, individually or with their PLC, will set a Student Growth Goal in collaboration with their evaluator. The parties recognize that culturally responsive teaching relies on writing goals and reflection based on the teacher's knowledge of their students' assets.

b. The parties agree that Student Growth Goal setting conferences with evaluators will take place no earlier than early October and by the first week of May and may be done individually or with PLCs. Individual professional* goal-setting conferences may occur prior to this window, if mutually agreed upon (*related to CEL5D 3-5 focus indicators (when on Comprehensive) or Washington State criterion focus (when on Focus).

c. To embed the use of student growth goals into the regular flow of instruction, the student growth goal cycle shall be contained within a single unit of study. A unit of study should be aligned to an essential standard. It is recommended that for most certificated teachers it be related to PLC work; the district and association recognize that not every certificated teacher using the CEL 5D+ Instructional Framework is able to participate in a building PLC.

d. An individual or PLC team may choose to modify or change their Student Growth Goal in consultation with their evaluator.

e. Students who enroll after the chosen unit of study has begun may be excluded from the goal cohort as mutually determined by the staff member and evaluator (it is understood that these students will still participate fully in the unit of study but may not be included in the evidence of student progress reflection for the purpose of SGG evaluation.)

f. Feedback from families and students should be utilized in creating the student growth goals. Per OSPI guidance, the feedback is for personal use only, and staff members are not required to share the actual feedback with their evaluator.

g. When mutually agreed upon, an individual or PLC may use the formal student growth setting process more than once through the year to improve their practice and show additional growth for their evaluation.

2. Measurements

a. Student growth will be measured by multiple, high-quality measures, including both formative and summative assessments.

b. Both qualitative and quantitative data are necessary for a complete picture of student growth.

3. Student Growth Reflection

a. Reflective conversations can be done individually or with the members of one's PLC, and should be completed shortly after completing the unit of study. When needed, additional time will be provided during the evaluation process for conversations focused on reflection of the student growth goals by the teacher and supported by the evaluator.

b. It is the intent of the parties that the Student Growth Goal rubrics do not require teachers to create additional evidence to document the reflection that takes place by the teacher during the evaluation process. All evidence should be authentic and through a natural harvest provided during individual or PLC reflective conversations focused on how they will adjust their instruction based on student progress toward the goal.

c. To be at a proficient level, teachers must gather student feedback about how they experience learning and utilize students' feedback as a guide for the next steps for instruction. Teachers must be able to explain how the feedback informed instruction. The actual feedback is for the educator's use and does not have to be shared with their evaluator.

4. Support

a. Before using the student growth rubrics for evaluation, all teachers and administrators will receive professional development on the student growth goal rubrics.

b. Professional development to support student growth goals will be jointly determined by the association and district and focus on:

1. Participating in professional, learning focused conversations that are centered on reflection of practice. A conversation asks learning-focused questions in real time without the need for the teacher to provide written comments.

2. How to use the six critical attributes highlighted in the SGG rubric to establish their Student Growth Goal(s), as well as to reflect on and respond to student growth.

3. Ways to participate and complete the Student Growth Goal process in Professional Learning Communities.

c. Additional training for evaluators on understanding and acknowledging how bias may impact student growth goal reflective conversations.

H. Scoring

At the end of the second inquiry cycle, prior to the Friday of the full week of June, a summative score is determined based on the evidence collected throughout both inquiry cycles.

1. The final summative score is comprised of four components: sub-dimension scoring, criteria scoring, initial summative scoring, and student growth impact.

    a. Indicator scoring

    Within each of the 8 State Criteria there are multiple Indicators. At the conclusion of the inquiry cycles each Indicator will be rated using the rubric (Unsatisfactory=1, Basic=2, Proficient=3, Distinguished=4). This overall score will be based on the evidence collected over time during the inquiry process. This will include a preponderance of evidence and/or growth over time.

    b. Criteria scoring

    Once the Indicators have been scored the evaluator determines the overall criterion score, based on the Indicator scores.

    c. Initial Summative Scoring

        i. Comprehensive Evaluation

        Once each of the 8 State Criteria have been scored the staff member will receive an initial summative score. The Summative Criteria Score is the sum of the eight criterion scores and is determined by the OSPI-approved scoring band: Unsatisfactory = 8-15; Basic = 16-21; Proficient = 22-28; Distinguished = 29-32.

        ii. Focused Evaluation

        The final summative score that will be submitted to the state will be determined using the most recent Comprehensive Summative evaluation score (Proficient or Distinguished) OR the current year's Focused criterion score if it is Distinguished (See Focused Evaluation Score Form in Appendix E).

iii. At the end of the second inquiry cycle each staff member on Focused Evaluation will electronically sign their evaluation in the evaluation program. A signature indicates receipt of evaluation.

I. Student Growth Goals for Staff Members Evaluated Using the Locally Negotiated Evaluation System (LNES)

A. Certificated staff members who are evaluated using a Locally Negotiated Evaluation System (LNES) AND who are responsible for the direct instruction of a set of students or monitor progress for a set group of students will utilize the Student Growth Goal language that is found in their Locally Negotiated Evaluation System.

B. Certificated staff members who use the LNES and set SGGs as established in A above will set a student growth goal for their chosen small group of students.

C. Student growth data will be shared at the mid-year and final summative meeting to determine the level of student growth as described in the individual LNES.

Section 5.3 – Determination of Comprehensive or Focused Evaluation

A. Transition from Comprehensive to Focused

Continuing staff members who score at a proficient level will rotate to Focused Evaluation.

B. If the evaluator has evidence that the staff member's current level of performance would no longer be Proficient on a Comprehensive evaluation, then the evaluator must conduct 60 minutes of observation with a minimum of 30 minutes per observation. Should the evaluator determine, based on the evidence gathered, that the staff member should be moved to a Comprehensive evaluation for that school year, the evaluator must document their evidence on the summative evaluation form, indicating the preponderance of evidence on which the decision is based. The staff member must be informed of this decision in writing at any time on or before December 15 as per state law.

C. Staff members who are moving from Provisional to Continuing status will be placed in the evaluation rotation schedule in an effort to balance the number of staff members on the comprehensive evaluation in any year.

D. When mutually agreed upon between the staff member and the principal, a staff member could be placed on the Comprehensive evaluation.

E. A staff member with a limited contract who has earned a Proficient after two years on Comprehensive can be moved into the evaluation rotation.

F. The superintendent may make a determination, as recommended by the evaluator, to remove a staff member from Provisional status if the staff member has received one of the top two evaluation ratings during the second year of employment by the District, and that staff member will move to the evaluation rotation.

Section 5.4 – Evaluation Resources

A. At least annually, staff will receive professional development on the process, tool, and framework during time specifically identified for PD.

   1. Staff members evaluated using the adopted instructional framework will be trained at the building level on instructional framework using District and FWEA created resources, co-facilitated by a trained FWEA member and building administrator.

   2. Staff members evaluated using a locally determined tool will be trained at the District level on the process and evaluation tool.

B. All staff members will receive yearly training on wonderings, noticings, feedback, and evidence co-facilitated by a trained FWEA member and an administrator during time specifically identified for PD. Part of the training will include a reminder of staff right to debrief observations as indicated in section 5.2, and emphasize the importance of two-way communication in the feedback process.

C. Optional training will also be made available to all staff members that will include, but not be limited to, offerings such as the following:

   1. Online modules available for ongoing optional refresher training on instructional framework, state criteria, and evaluation process.

   2. District offered, in-person courses on the instructional framework.

   3. Additional training opportunities as coordinated with building/District administration.

D. Staff may request to be on comprehensive at the same time as a colleague for the purpose of collaborating on goals and/or process.

E. Non-provisional staff members who are on comprehensive can make arrangements with their evaluators to use professional time for the purpose of scheduling additional meetings with their evaluator in support of the evaluation process; flex time may be arranged with the evaluator.

F. The Self Assessment Form will be collaboratively updated to reflect the changes in state guidance around Student Growth Goals.

Section 5.5 – Guided Support

A. Any staff member who is Basic will continue on Comprehensive the following year.

B. Any continuing staff member on Comprehensive for two consecutive years, or for the second time in three years, due to Basic status can request, in collaboration with their evaluator, the following support during the second year of Basic status.

C. Support, in coordination with the evaluator, may include but is not limited to:

1. Learning Library (organized by District and/or Association)

2. Professional Development

3. Coaching support

4. Class visitations (release time)

5. Release time for peer support

6. Consultation with, and/or support from, a colleague trained in the instructional framework.

7. Additional observation by trained administrator other than the assigned evaluator.

Section 5.6 – Probation

A. At any time after October 15 a staff member whose performance is determined to be overall unsatisfactory, or a staff member with more than 5 years of teaching experience receives an overall Summative Score of Basic for two consecutive years or two out of three years, may be placed on probation. The evaluator must meet with the staff member to identify the areas needing improvement. A recommendation must be made to the superintendent who will review the recommendation for probation. The decision to place a staff member on probation is made by the superintendent, and the staff member will be notified in writing. Once the determination of probation is made, a probationary plan will be created, identifying areas needing improvement. The purpose of the probationary period is to give staff members opportunity to demonstrate improvements in their areas of deficiency.

The evaluator's recommendation for probation will include the following:

1. A precise definition of the problem(s).

2. A precise set of expectations delineating what levels of performance would constitute acceptable performance in the problem areas defined.

3. A prescription for remediation which spells out courses of action and time expectations so the staff involved can reach an acceptable level of performance.

4. A prescription for assistance by the principal or immediate supervisor which spells out courses of action whereby the staff will be assisted, counseled, and tutored in improving the level of performance to an acceptable level.

B. During the probationary period, the supervisor will meet with the staff member at least twice monthly to supervise and provide a written evaluation of the staff member's performance.

C. The evaluator will determine the length of the probationary period, which will be at least sixty school days. During the probationary period the staff member may not be transferred from the supervision of the original evaluator or to a different teaching assignment. The evaluator or staff member may authorize an additional certificated administrator to evaluate the probationer.

D. During the probationary period the evaluator will meet with the staff member at least twice monthly to supervise and make a written evaluation of any progress made by the staff member. The staff member must be removed from probation if demonstrated improvement results in a new overall Summative score of Basic for those staff members with 5 years or less of experience or Proficient for those staff members with more than 5 years of experience. Lack of necessary improvement during the probationary period, as specifically documented in writing, with notification to the staff member during the established probationary period constitutes grounds for probable cause for termination of employment.

Section 5.7 – Non-Renewal

A. Conditions for Non-Renewal

1. The completion of a probationary period that does not produce performance improvements detailed in the initial notice of deficiencies will result in a recommendation to non-renew.

2. Staff members that are recommended for non-renewal may be removed from their assignment and placed into an alternative assignment for the remainder of the school year.

3. Staff members with 5 or more years of experience who receive an overall Unsatisfactory performance rating for 2 consecutive years.

    a. Within 10 days of the completion of the second year overall Summative Unsatisfactory or May 15, whichever occurs first, implement the notification of discharge as provided in RCW 28A.405.300.

B. Nonrenewal, adverse action, and discharge of provisional and continuing contract staff members will be consistent with the laws and regulations of the state.

1. Written notice of nonrenewal of a continuing contract staff member will be provided no later than May 15 each year. Rights of the staff member to notice, reasons, and a hearing will be provided pursuant to law.

2. Written notice of nonrenewal of a provisional staff member will be provided no later than May 15 each year. Rights of the staff member to notice, reasons, and a hearing will be provided pursuant to law.

3. In the event that there is probable cause to discharge a staff member, the staff member will receive written notice and reasons as provided pursuant to law.

Section 5.8 – Right to Appeal

Staff members with a continuing contract who are non-renewed or terminated from employment may pursue a statutory hearing or grievance arbitration.

Section 5.9 – Summative Evaluation Scores for Human Resources Decisions

If Summative evaluation scores are legislatively required to be used for any purposes other than professional growth and determination of probable cause for probation or non-renewal, the parties will agree to reopen to discuss the impact of doing so.

Section 5.10 – Continued Collaboration

When OSPI guidance, WACs, or RCWs change regarding evaluation, the parties will meet to discuss how the changes impact the Collective Bargaining Agreement. The parties will also discuss how the changes might impact the evaluation rubrics of non-classroom teacher certificated staff.

Article 6 – Reduction in Force and Recall

The need for and the extent of a staff reduction will be determined by the Board after receiving the recommendation of the Superintendent. The program to be offered in the event of staff reduction will be determined by the Board after receiving recommendations of patrons, students, staff members, and the Superintendent.

Each year a Length of Service and Educational Formula List for all staff will be published and distributed by Human Resources. Should a staff member or the Association disagree with any staff member's placement on the list, the staff member or the Association will have five (5) days from the date the list is disseminated to challenge the placement. Should the staff member be unable to respond because of extenuating circumstances, then the staff member will be allowed the necessary time to respond.

In the order listed, the following factors will be considered by the Superintendent in determining the educational program or service to be provided and the staff who will be employed to provide the educational program or service:

Section 6.1 – Educational Program or Service

In making a recommendation on the educational program or service to be provided by the District, consideration will be given to the following factors:

A. The needs of students as developed by historical subject enrollments of students consistent with requirements for graduation and minimum program requirements.

B. The funds available for the implementation of the educational program or service.

C. The curriculum offerings based on the material developed under A and B above.

D. The positions needed to operate the educational program or service developed under A, B, and C above.

Section 6.2 – Retention of Staff

The following requisites and criteria will be applied in the order in which they are listed in developing the list of staff to be retained. When a staff member qualifies for the current position as well as one (1) or more other positions under the employment categories listed below, the staff member will be left in the current position.

As used in the above paragraph, the term "qualify" will mean those staff who satisfy the requirements for a position identified under Section 6.1, item D, above and whose educational preparation and experience meet the criteria under paragraph A.2, subsections a., b., or c. below.

Teachers on special assignment or leave will be considered with the staff in the employment category from which they are on leave.

As new positions are created, the parties will place the position in the appropriate employment category.

A. Teaching Staff Employment Category

1. Certification Requisite

A staff member will possess an appropriate valid Washington State Certificate/endorsement.

2. Preparation Criteria

a. Elementary – General

For an elementary teaching position, a person must have a K-8 or elementary education endorsement or possess a standard or unendorsed continuing certificate.

b. Secondary – General

For a secondary teaching position, a person must be endorsed in the specific subject areas in which they are teaching or possess a standard or unendorsed continuing certificate.

c. Special Education – All Levels

All teachers working in a special education assignment must hold a special education endorsement or possess a standard or unendorsed continuing certificate.

3. Selection Criteria

a. Length of Service and Education

When more than one (1) staff member qualifies for a particular position under the criteria listed above, including possession of a valid certificate/endorsement for the position, the staff member who has the highest rating based on the length of service and education formula will be offered the position. The length of service and education formula is in Section 6.8 of this contract.

b. Experience in the Position

When more than one (1) staff member qualifies for a particular position under the criteria listed above, the position will be offered to the person who has the greatest length of service as an elementary teacher for an elementary position, as special education teacher for a special education position, or in the particular subject area for a secondary position.

c. Individual Contract Signing Date

When more than one (1) staff member qualifies for a particular position under the criteria listed above, the position will be offered to the staff member with the earliest contract signing date. Contract signing date is defined as the date upon which the staff member first signed and dated a contract with the District.

d. Tie Breaker

If a tie continues to exist, a final selection will be made by lot. Staff involved will be notified prior to the final selection.

B. Support Staff Employment Category

1. Definition

Support staff will consist of all certificated staff not included in section A above.

2. Certification Requisite

Support staff members will have the special credential or certificate required for the particular position.

3. Selection Criteria

a. Length of Service and Education

When more than one (1) staff member qualifies for a particular position under the criteria listed above, including possession of a valid certificate/endorsement for the position, the staff member who has the highest rating based on the length of service and education formula will be offered the position. The length of service and education formula is in Section 6.8 of this contract.

b. Experience in Position

When more than one (1) staff member qualifies for a particular support staff position under the criteria listed above, the staff member with the greatest length of service in the support staff position will be given the position; provided that the staff member holding the position during the current school year or during one (1) of the two (2) previous school years will be given priority for a support staff position before anyone who may otherwise qualify, but who has not had experience during that period.

c. Individual Contract Signing Date

When more than one (1) staff member qualifies for a particular position under the criteria listed above, the position will be offered to the staff member with the earliest contract signing date. Contract signing date is defined as the date upon which the staff member first signed and dated a contract with the District.

d. Tie Breaker

If a tie continues to exist, a final selection will be made by lot. Staff involved will be notified prior to the final selection.

C. Administrative Staff Employment Category

It is agreed that certificated staff members of the District employed in administrative or supervisory positions and not included in the bargaining unit covered by this Agreement will be eligible for retention in the elementary, secondary, or support employment category. The length of service recognized for seniority will be based on the number of years of service the administrator has as a teacher or support staff person.

Section 6.3 – Application of Selection Criteria

The Superintendent will develop a list of staff to be recommended to the Board for retention by the District to fill the positions needed to operate the educational program or services as determined in Section 6.1 above. The Board will review the recommendation of the Superintendent. The list will be developed according to the following guidelines:

Step I

A list will be developed of all staff in descending rank order in accordance with the length of service and education formula.

Step II

A list of those positions needed to operate the educational program or service will be developed as in Section 6.1, item D, above.

Step III

Beginning with the top of the staff list and continuing in order down the list, staff will be placed in their current positions according to the selection criteria listed above for teaching staff positions and support staff positions.

Step IV

When a staff member cannot be placed in the current position, the staff member will be placed in another position for which the staff member qualifies, if one is available, according to criteria listed above for teaching staff positions and support staff positions.

Step V – Tie Breaker

Ties will be broken using the application of the selection criteria specified above.

Step VI – Nonrenewal

If, after the above procedures have been followed and the staff member still cannot be placed in a position for which the staff member qualifies, the staff member will be non-renewed and placed in the recall pool. Final action to terminate any contract will be according to law.

Section 6.4 – Retained Staff Transfers

(Applicable between the time staff are notified of termination and the beginning of the next school year).

Following the identification of available or reinstated positions, the administration will reassign staff to buildings where they held positions during the previous school year to the extent that such positions are available.

Section 6.5 – Recall Pool

All staff who remain in the recall pool will be retained in the pool for a period not to exceed two (2) years from the date of official Board action of nonrenewal or until the pool is exhausted, whichever occurs first.

However, a staff member who refuses two (2) offers by the District of a full-time continuing contract certificated position or a staff member who accepts a position in education outside the District will be dropped from the recall pool and will lose all rights under this Agreement. Staff who remain in the recall pool will be placed on the guest employees' list if they desire and will be called first while they are in the recall pool.

It will be the responsibility of the staff member to keep Human Resources notified of the staff member's current address and telephone number. An offered contract must be signed and returned not later than ten (10) days from the issuing date.

Section 6.6 – Recall by Assignment to Vacant Positions

Assignments to those positions still vacant after application of Section 6.4, Retained Staff Transfers, will be made from the recall pool in accordance with the following:

A. If no retained staff member is assigned to a vacant posted position, then such positions are to be filled from the recall pool.

B. Positions vacated through reassignment of retained staff will be filled from the recall pool.

C. Recall of non-renewed staff from the recall pool will be in descending order of points as determined from the length of service and education formula and who further qualify according to employment category and selection criteria.

D. If no qualified person is available from the recall pool, filling of the vacant positions will be by normal hiring procedures.

Section 6.7 – Staffing Information

The Board will make available to the Association enrollment, budget, and staffing information upon request.

The Association will be asked to provide two (2) persons to assist Human Resources in verifying the list of certificated staff members to be recommended to the Board for retention by the District.

Section 6.8 – Length of Service and Education Formula

A. Experience Points

1. For each year of certificated experience a staff member has gained in public or private elementary or secondary schools or institutions of higher education within Washington including the current school year. To be credited with the service, the staff member must have held a valid certificate issued by one of the United States. — add 1.0

2. For each year of certificated experience a staff member has gained in public or private elementary or secondary schools or institutions of higher education outside of Washington. To be credited with the service, the staff member must have held a valid certificate issued by one of the United States. — add 0.75

B. Education

The following is in reference to placement on the salary schedule (Appendix G).

1. BA + 15 — add 1.00

2. BA + 30 — add 2.00

3. BA + 45 add 3.00

4. BA + 90 add 4.00

5. MA add 5.00

6. BA + 135 add 6.00

7. MA + 45 add 7.00

8. MA + 90 / Ph.D add 8.00

C. Years of Service

1. Prior to September 1, 1986, ninety (90) days of teaching experience, regular or guest employee, in any one (1) school year constitutes one (1) year of service.

2. After September 1, 1986, one hundred, forty-four (144) days or more of teaching experience, regular or guest employment in any one (1) school year will constitute one (1) year of service. Part-time service, guest employee service, or partial-year service may be combined to create a full year of experience credit.

Article 7 – Workday, Work Year, Planning, and Job Definition

Section 7.1 – Introduction

The purpose of the District is to create educational experiences for all students that will result in continual improvement in their achievement, meet the goals and standards of the state and local community, and prepare all students for the challenges of the 21st century. All resources should focus on that purpose.

The job of a staff member has traditionally been viewed as a simple, time-defined job, existing in a regulatory world that required schedules and time counting. Internal and external forces present challenges and create stresses to that traditional view. This has generated the need for change, adaptation, and creation of new responses to identified needs. We need, therefore, to take advantage of the opportunities that now exist to define the job in terms more associated with professional responsibility rather than time.

The site decisions regarding how to provide the core and support content of the job will be made through the shared decision-making process found in the Shared Decision-Making in the Building section of this Agreement.

The Board and Association encourage and support sites to explore and seek waivers of state requirements as necessary to implement shared decisions for the purpose of this section. The Board has the legal obligation to determine if a waiver request should be approved.

The parties recognize that the following five (5) key concepts need to be embraced if we are to deal effectively with the demands of the job:

A. The need to be flexible in how the job is carried out as we explore ways of working smarter, not harder.

B. The need to share authority and responsibility as we ask staff to plan, design, deliver, and assess an instructional program.

C. The need to focus and prioritize the work that needs to be done to accomplish the purpose of the District.

D. The need to match available resources to the focus and priorities of our work.

E. The need to provide a safe, secure, challenging, and team-based environment for the work to take place.

F. To this end, the parties have defined the components of the job as:

1. Core

a. Designing, planning, and supporting instruction

b. Delivering instruction

c. Diagnosing, evaluating, and supporting student learning

2. Support

a. Parent communications

b. Supervision

c. Staff meetings

d. Curriculum development

e. Training and professional growth

It is recognized by the parties that to fulfill the core and support responsibilities and maintain the safeguards that are required, management may need to seek a waiver from the State Board Of Education.

Section 7.2 – Definition and Focus of the Job

The parameters for doing the job are as follows:

A. Core

1. Designing, planning, and supporting instruction

During the course of the year, each staff member will receive at least one hundred eighty (180) hours of individual planning time. Because effective planning occurs when a commitment to meaningful scheduling of time is provided, this planning time will be allocated in such a way as to provide periods of time that support that belief. Planning time must occur in blocks of at least twenty (20) minutes. The parties agree that blocks of greater than 20 minutes are preferred. Planning time will be prorated for part time staff.

2. Delivering instruction

Each staff member will be scheduled for nine hundred (900) hours of instructional contact time over the course of the student calendar year for the purpose of delivering instruction or instructional support to the students.

Full-time secondary staff assigned to teach the equivalent of an additional class period will be compensated at one-sixth (1/6) of their base salary, based upon the definition of a class period being fifty (50) to sixty (60) minutes.

3. Diagnosing, assessing, and supporting student learning

Time will be provided through a combination of building shared decision-making and District support for staff training, planning, implementing, and monitoring the assessment process.

4. Multi-Tiered Systems of Support (MTSS)

Multi-Tiered Systems of Support (MTSS) is a data driven framework designed to provide responsive academic, behavioral, and social-emotional support to students based on their demonstrated level of need.

When MTSS is implemented, school teams, including PLCs and MTSS teams, examine and reflect on their teaching practices to strengthen instruction. By regularly analyzing scholar data, teams are able to determine appropriate interventions and supports of varying intensities based upon demonstrated need. To respond to scholar academic needs, PLCs utilize data to determine interventions/enrichments for small groups.

Refer to Section 9.1.A.3 for additional information about social-emotional and behavioral learning and interventions as they relate to MTSS.

5. Student Learning Plans (SLPs)

The District will provide technological support that allows efficient completion of student learning plans (e.g., less than 10 minutes per subject).

6. Student-Led Conferences

The parties recognize that in-depth reporting of student achievements is integral to effective communication and student led conferences is one of these pieces.

In an effort to be responsive to families, evening hours will be scheduled during the week of Student Led Conferences, distributing the 14 hours across days and evenings, as approved by LMC.

7. Reporting Student Progress

A student's progress will be reported online as soon as the student's grade is updated in the gradebook. At minimum, a formative assessment or activity will be recorded in the online gradebook by the end of the third week of school. From that point forward, staff members will regularly enter formative and/or summative assessments to communicate current levels of proficiency with the standards to provide ongoing communication with students and families. Absent extenuating circumstances, "regularly" means that teachers are posting

summative or formative scores for each student no fewer than once every 10 instructional days or at least once per month, whichever is more frequent. Formative scores are indicators of student progress that do not affect the overall grade. Online reporting will take the place of 9-week progress reports.

The Association and Management recognize that those students who are in danger of falling below standard require additional communication. If a student falls below standard, there is an expectation that the staff member genuinely attempts reasonable, timely, documented communication with the parent/guardian to allow for academic intervention. The parties recognize that phone calls, emails, and other district approved communication platforms are examples of effective and formal ways to communicate progress to parents/guardians. Genuine attempts at communication should include multiple modes. At the secondary level, the District will generate automated messages to those students who currently have an F or an IE in a class.

Phone calls and emails

The parties recognize that phone calls and emails are an effective and formal way to communicate progress to parents/guardians. The District will work to use technology to generate automated messages to those students who are in danger of falling below standard.

8. Report Cards

A standardized menu of comments will be developed and maintained by a team composed of representatives of both the Association and Management. The focus of the menu will be on specific content and skills. The individual staff member will decide whether to use the staff member generated drop down menus, individual comments or a combination of both. The implementation of this process will be monitored by the Labor Management Committee.

Staff will be made aware of building and district level supports available to assist staff members in implementing grading and reporting procedures. For systemic issues, a District level Grading and Reporting Committee will periodically review current practices, software, professional development needs, and possible technical improvements recommended by the committee. During the 2024-2025 school year, the district will task this committee with reviewing secondary gradebook calculations to ensure they accurately reflect student learning and maximize ease of use.

9. Advisory and Elementary Class Meetings

Association and District recognize the need to develop meaningful adult-student relationships. Every site will have an advisory program inclusive of both staff and student voice. At elementary, this program is most often referred to as the elementary class meeting. The parties recognize that advisory and

elementary class meetings are designed to support the whole child including addressing both academic and social-emotional needs and providing time and opportunities for staff to build positive relationships with students and establish rapport based on trust and mutual respect.

Advisory and elementary class meetings will occur as designated by the master schedule. Advisory and elementary class meeting teachers will be responsible for implementing lessons but will not be responsible for creating, grading, or reporting those lessons.

The District will provide online advisory resources for grades 6-12, including but not limited to, High School and Beyond Plan lessons. These resources can be supplemented with the work of building designed Advisory lessons and activities. The plan for creating and implementing building designed lessons, activities, and support for that work, will be determined by the SELT. While advisors may work with students in determining classes needed for graduation and assist students in completing High School and Beyond Plan and other graduation requirements, advisors will not be held accountable for determining the completion of these requirements.

An Advisory Oversight Committee, composed of up to three Association members appointed by the Association President and up to three administrators appointed by the Superintendent, will meet regularly to monitor and discuss issues relating to implementation of an Advisory program and impacts on staff. The committee will operate as defined in the Program Input section of the contract, Section 7.2.B.7.

10. Learning Walks

Collaboratively designed, learning walks are intended to be a formative assessment and coaching strategy to assist management and staff members in enhancing instructional practice.

Using the shared decision-making model, individual sites will determine the learning walk “look fors” using the District and school improvement plans. Staff will be notified when representatives from the superintendent’s office will be conducting learning walks in the building.

Staff will receive feedback from site-based learning walks, verbally or in writing, and may request an opportunity to discuss feedback with the site-based observer.

Building administration will share purpose and practice of learning walks with the staff prior to conducting them. The District will offer further professional development about learning walks through the CLC, and new staff will receive training on learning walks.

11. Snapshots

Snapshots are a teaching tool designed to provide students access to the learning objectives/ targets, success criteria, and activities for the lesson.

Learning targets and success criteria must be presented and communicated in a manner consistent with the CEL 5D+ Instructional Framework and rubrics.

12. Curriculum Development, Selection, and Review

To assist staff members in implementing the adopted standards, the Teaching for Learning Department (the department responsible for curriculum, instruction, and assessment), in collaboration with staff members, will develop and/or select resources such as scope and sequences, course rubrics, and materials aligned to the standards.

Periodic selection and review of materials using a mutually agreed upon culturally responsive rubric with fidelity will occur as an essential part of standards updates and changes, and will be conducted in partnership with (District) staff members.

The district will maintain a system for staff to provide feedback and concerns with adopted curriculum materials. Elevated concerns regarding equity within adopted curricular materials will be discussed during established meetings between TFL and FWEA meetings.

13. Collaboration

a. The parties recognize that collaboration with departments/grade level(s) in order to increase student achievement is critical. The shared decision-making model is required in order to use professional time (WAC time) for this purpose.

b. Professional Learning Communities (PLCs) & Communities of Practice (CoPs)

i. PLCs, following the Dufour model, are used to provide time and structure for professional collaboration. A PLC is “an ongoing process in which staff members work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students they serve. Professional learning communities operate under the assumption that the key to improved learning for students is continuous job-embedded learning for staff members” guided by the four correlate questions:

- What do we expect our students to learn?
- How will we know they are learning?

- How will we respond when they don't learn?
- How will we respond if they already know it?

NOTE: The 4 questions are a data-based cycle of inquiry focused on increasing student learning. Common formative assessment and/or examining student work is a critical part of the cycle. A cycle of inquiry and thus the 4 questions happen over the course of a few weeks. All 4 questions won't be addressed in a single PLC team meeting.

A community of practice (CoP) will be used to support professional collaboration for staff who do not grade or assess student work. Staff members who share a common interest and role will have time to collaborate and focus on improving their practice. They will engage in ongoing cycles of inquiry, have opportunities to learn from each other, and reflect on their teaching practices.

ii. PLC/CoP Groups are determined by teaching assignment. Staff who teach multiple subjects will group with others based on the subject they teach most frequently, or as jointly determined by staff and evaluator. Staff who do not share content or standards with others at their site may collaborate in cross-building PLCs/CoPs.

The intent is for a staff member to be an active participant of one PLC/CoP, unless jointly determined otherwise by staff and evaluator.

iii. In-person PLC/CoP meetings are conducted onsite at a location of the team's choosing. Individuals participating in cross-site groups accessing the PLC/CoP remotely will remain at their work sites. They are scheduled by the PLC/CoP team except those on Early Release Days. The schedule and location of each meeting must be submitted to the evaluator so that others may attend. PLC/CoP Teams may meet together if they so choose.

iv. A summary document (Forms L, M or N) jointly created by FWEA and FWPS will be shared with the administrators after each meeting. One summary document may be used and completed over the course or each inquiry cycle. The summary document and the calendar are the only paperwork required. The Association and District recognize that additional evidence may be needed as part of the evaluation process. The intent of the requested evidence is to allow administrators to support the work of PLCs/CoPs and give feedback. Neither the paperwork nor the collection of evidence should detract from nor add significant extra work to the PLCs/CoPs.

v. Administration, coaches, and other support staff may assist in the facilitation process of PLCs/CoPs and/or early release common planning to help develop staff member capacity.

c. Early Release Days

Weekly early release days will start on the third week of the school year. One early release day will be dedicated to Safe Learning Environment. The remaining days will be equally distributed between District PD, Building PD, PLC/ CoP, and Implementation Days. In the event that there is not an equal number of weeks to distribute, the imbalance will be taken from Implementation Days. Any snow make-up days that are used will become Implementation Days. Hours spent in Implementation Days may count towards yearly allocation of planning hours.

Early release days will occur on designated Fridays. Early release days rotation will be communicated directly to all certificated staff prior to the first early release. There will be 18 scheduled early release days. The guidelines for early release days are as follows:

i. Building PD days' outcomes and content will be developed by the principals in collaboration with the SELT and in alignment with district initiatives inclusive of equity and school SIPs.

ii. District PD days' outcomes and content will be determined at the district level. PD will be delivered by the building principals in partnership with appropriate staff. Staff may receive professional development from their respective district departments.

iii. During Early Release Implementation Days, staff may use this time for implementation of learning gained during the Early Release cycle, support for the PLC/ CoP process, identifying how new teaching strategies could impact student learning, collaboration, etc. Staff must remain on a district site during this time, but can choose to meet with a team or work independently.

iv. PLC/CoPs are defined in section 7.2.A.b.

v. One (1) Safe Learning Environment day will be designated yearly. This day will be dedicated to the establishment and maintenance of safe learning environments. Activities for this early release day may include: review/revision of site discipline plan, data analysis and use of problem solving processes, staff training and development of action plans.

d. PLC/CoP Team Meetings outside of Early Release Days

i. Ten (10) additional hours of PLC/CoP will be scheduled outside the school day. Staff will participate in ten (10) hours of PLC/CoP meetings outside the student day, as part of the responsibility contract. These PLC/CoP team meetings may overlap with professional time. Staff have the flexibility of scheduling their additional ten (10) hours of PLC/CoP during a common planning, if it does not impact specialists. (Not applicable to early release PLCs/CoPs.) To provide flexibility, PLCs/CoPs can choose from three models:

- Ten (10) one (1) hour meetings
- Thirteen (13) forty-five (45) minute meetings, or
- Another model approved by the building principal.

ii. Every second Tuesday of the month will be reserved for cross-site and job-alike groups to meet their ten (10) hours of PLC/CoP. Any mandatory all-staff meetings will not be scheduled on these protected days. Cross-site groups may choose to meet on other days, but must prioritize building meetings if there is a conflict. Cross-site groups may meet remotely, but individual group members must remain at their work sites.

e. Collaboration with Paraeducators (non-special education)

Annually, the principal will have a meeting with any teachers supported by non-special education paraeducators to discuss the need and develop a plan for collaboration time. Any solution involving compensation beyond the regularly scheduled paraeducator work day will come out of the building budget.

14. Professional Time

Since staff members often need to meet with students beyond the student day, communicate with parents regarding student progress (particularly those who are struggling to progress), plan quality instruction, and collaborate with colleagues, the approximately thirty minutes before and after the student day (previously called WAC time, now called “Professional Time”) is a resource for addressing these responsibilities. This time does not count toward a staff member’s 180 hours of planning time unless otherwise determined through the shared decision making process. If time is bundled in chunks larger than thirty minutes, it needs only add up to a total of five hours per week. The use of this time is intended to be flexible.

15. Data Day Agendas

Data day agendas will be developed collaboratively within the professional learning community. Team agendas may include review and planning of school improvement plans, data analysis (including but not limited to target students), reading, math, discipline, attendance, grades, content (classroom data), planning for Tier 2 instruction, solidifying core instruction (CCSS), staff member evaluation work, and Smarter Balanced assessment consistent with the objectives defined in the State Board waiver.

B. Support

1. Parent/Guardian communications

An emphasis of the District is the creation of parent/staff partnerships through the implementation of the Parent Involvement Policy. Building staff may reschedule the before- and after- school time to provide staff with greater opportunity to communicate with parents concerning their children's learning. Staff are expected to attend one (1) open house type event per year as part of the basic contract.

The District calendar committee will schedule windows for Open House/ Curriculum night as part of the District calendar.

2. General education certificated staff who participate in IEP development meetings beyond the contracted day will arrange flex time in writing with their building administrator within one month of the date of the IEP meeting, to be used at a mutually convenient time.

3. Supervision

Staff are expected to provide supervision of students in their care and during passing time. Such supervision will not reduce planning time, duty free lunch time, or professional time. At the elementary level, it is mutually understood that the classroom teacher will need to begin supervised transitions in the previous instructional block to ensure protected time of planning, duty free lunchtime, or professional time. At elementary, supervision includes: walking students to and from lunch, specialist time and recess, to bus and/or parent pickup. At secondary, supervision includes standing at doors and/or monitoring common areas during passing times and dismissal. In addition, staff can be required to provide supervision at two (2) student activities occurring outside the student day which will be compensated as stipulated in the Supervision Compensation Schedule. Staff, inclusive of self-contained classrooms, will not have scheduled supervisory responsibilities during their planning, student recess, and duty-free lunch times. Each elementary building will create, using consensus, a "rainy-day recess" plan. This plan will include:

- parameters for determining indoor or outdoor recess
- determination of how to provide supervision of students

- determination of locations for indoor recess

4. Staff meetings

Twenty-two (22) hours will be allocated for staff meetings, as part of the responsibility contract, defined and distributed in the following way:

- Ten (10) hours of staff meeting time, with one per month, meeting time scheduled by site
- Six (6) hours of retreat inclusive of one hour for staff-driven building discipline and safety issues
- Five (5) hours compliance training done online as scheduled by staff member within Safe Schools windows. Includes IEP/504 training and Safe Schools training.
- One (1) hour for staff-driven building discipline and safety issues.

Staff meeting and retreat content is determined by Principal and SLT in alignment with the SIP and strategic plan, including but not limited to the following:

- PD determined by SLT for SIP
- Evaluation and other PD on pedagogy and practice
- Shared decisions, such as rainy-day recess, how to distribute sub coverage money, etc.
- Site discipline plan
- SBA training
- Contract 101 (jointly presented by AR and principal)
- School Improvement Plan

5. Emergency meetings may be called whenever conditions require. Staff and administration at each school will develop guidelines for such events through the development of their building crisis plan.

6. For purposes of contract education Labor/Management will provide the sites with a menu of contract topics. Staff and administration at the sites will jointly decide how and when the information will be presented. Presentations will not exceed eight (8) per year or ten (10) minutes per presentation.

7. Program Input

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.

a. 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 a joint Association/Management Committee as defined in Section 1.4.

b. Such joint 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.

c. 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 joint Association/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.

   The District, in alignment with the timeline and supports outlined in its own 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.

   At the conclusion of the first year of any new curriculum or program implementation, the Association and Management joint committee will convene to discuss the need for adjustments to pacing, assessment, workload, and any other aspects of the implementation.

d. The parties intend to improve communication in regards to their joint work on program implementation issues. To that end, where appropriate, timely joint communications will be issued to inform their respective memberships of progress made or resolutions reached.

e. Professional Voice and Committee Selection

The Association and District believe that staff member input is critical to all programs or initiatives which affect teaching and learning, not just in

choosing a curriculum. In recognition of the professional voice of our staff members, the District pledges to the following principles:

- Committees assembled to create or choose a new program or initiative will include staff members who are most impacted by and/or knowledgeable about the change.
- An apportionment of committee members, whenever possible, shall be nominated and chosen by the staff members they represent
- Committees convene to do real work, make real decisions, and provide authentic input to new programs or initiatives.
- Committee leadership should routinely gather open feedback from all participants and use that feedback to make adjustments, thereby ensuring that all participants feel that their presence and input is valued. The committee members will agree upon an appropriate method for providing this feedback. The feedback and adjustments will be explicitly presented to the group.
- Ongoing progress reports keep all staff members informed and in the loop. The minutes/notes from committees will be jointly communicated and shared, signed by members.
- Committee members deserve recognition for their work, both in the form of payment for time spent, and also publicly to the colleagues and administrators they serve.
- Equity and Access: The District and Association believe that students who receive special education and English Language (EL) services must be provided ample support, service, and space. Recognizing the need for differentiated learning experiences for these learners, the District will actively include staff members from these areas in the creation, adoption, and implementation of new curriculum and programs.

8. Curriculum Implementation and Support

a. Curriculum Implementation

Staff members are responsible for implementing District-developed or adopted curriculum and using the District-approved Learning Management System. The role of curriculum is to provide all District staff with a roadmap to the "what" they are to teach. It is mutually understood that students are entitled access to all standards and will have equal opportunity to learn. Curriculum provides common standards, learning targets, assessments, and materials and allows for differentiation of learning according to the needs of each student and the complexity of the text/task, and for the ability for staff members to use flexibility and creativity in their approach and practice time for student learning success.

b. Flexibility of Delivery

The District and Association agree that curriculum will be designed in a manner that supports and encourages staff members to make informed and meaningful decisions based on the needs of their students to enhance the learning of their students in regards to pacing, enrichment, teaching strategies, and other relevant decisions. Staff members may supplement the Curriculum Guides (e.g., add kinesthetic activities, related non-print texts, or other enhancements) or adjust instructional delivery to meet the needs of their students but may not supplant or replace entire units, resources, standards, learning targets, or assessments.

i. As professionals, staff members are assured the flexibility to make data informed-decisions to apply a variety of instructional strategies and make decisions to meet the needs of their students and reach their professional goals (e.g., achieve distinguished ratings in all relevant components of CEL 5 D, complete their NBPTS certification, or finish any post-graduate degree requirements.)

ii. PLCs will review the provided pacing calendars on an ongoing basis and make adjustments to them based on the needs of the students, with the expectation that all standards will be covered.

c. Viability

The District and Association agree that curriculum will be designed in a manner that reflects the realities of educating students in a real-world environment.

i. The curriculum and pacing guide will take into account District and state assessments, relationship building, school community events, emergent events, District programs or initiatives, and other important occurrences.

ii. Quarterly, the Curriculum Guide Writing Teams, consisting of District and Association-chosen members, will meet to examine and adjust assessment calendars, and curriculum and pacing guides as necessary.

d. Equity of Access

The District and Association agree that curriculum will be designed in a manner that promotes equity of access for all students.

i. TFL and FWEA will convene annually to collaboratively identify and address barriers to curriculum adaptations. This process should facilitate appropriate and timely adaptation of curricular materials for all students, inclusive of those receiving special education services

and establish next steps to support meeting scholar needs. This ongoing partnership will include Student Support Services as needed

e. Cultural Relevance

The District and Association agree that curriculum will be designed in a manner that reflects the strengths and diversity of our student populations. See section 9.6 for specificity of action.

f. Communication

i. The Association and Teacher for Learning (TFL) Department will together create a document that will be distributed to all staff members that outlines the purpose of the Guaranteed and Viable Curriculum (GVC) as well as the ability of individual staff members and PLCs to adjust the pacing calendar and to supplement curriculum resources in order to meet the needs of individual and classes of students.

ii. Staff members will be evaluated by administrators who are trained in the alignment of our GVC to the Instructional Framework.

g. Selection and Review of Materials

i. A process will exist, reviewed and refined annually by LMC, for providing feedback to the Teaching for Learning Center regarding gaps in the curriculum and/or suggested improvements in the curriculum guides or pacing calendars. It will include a process for responses to the suggestions.

ii. The District and Association share a mutual interest in obtaining, developing, and delivering high quality, culturally responsive/relevant curriculum in all subject areas at all levels, inclusive of highly capable, multilingual, and special education programming. The expertise, insight, and creativity of the staff member are essential to the development and delivery of curriculum that meets the diverse needs of students. The parties share an interest in ensuring that course goals, unit goals, objectives, assessments, and materials are developed in a collaborative manner to continually improve and maintain the integrity of a common curriculum.

To assist staff members in implementing the adopted standards, the Teaching for Learning Department (the department responsible for curriculum, instruction, and assessment), in collaboration with staff members, will develop and/or select resources such as course goals, unit goals, objectives, assessments, and materials aligned to the standards. Periodic selection and review of materials will occur as an essential part of standards updates and changes as well as to ensure

ongoing cultural relevance, and will be conducted in partnership with (District) staff members.

The district will maintain a system for staff to provide feedback and concerns with adopted curriculum materials. Elevated concerns regarding equity within adopted curricular materials will be discussed during established meetings between TFL and FWEA meetings.

Instructional materials for use on a trial basis, enrichment, temporary use, or to meet special needs may be purchased with the approval of the Superintendent.

iii. Selection and Review of Materials

The Board of Directors of Federal Way Public Schools shall approve or disapprove all core instructional materials, defined as reviewed and adopted, based on the recommendation of the Superintendent. The purpose of Adoption Committee and Instructional Materials Committee is to make recommendations for the adoption of instructional materials to the Superintendent.

The success of the District in meeting the needs of student learning depends in part on the range and quality of materials available to staff members for use in the instructional program. The selection of standard textbooks and materials to be recommended for District shall be fulfilled through District curricular area adoption committees.

iv. The Adoption Committee

To promote informed decision-making, the adoption committees shall be structured to do the following:

- Provide for representation of school and grade level teachers (the committee structure will vary, depending upon the numbers of staff members involved in the teaching of the subject under review);
- Include representation of professionals who teach the full range of students;
- Consider parent, community, and student values and feedback; and
- Provide adequate opportunity for all staff members who are to use the materials to examine materials and provide input prior to final recommendation.

(A) The Review Process

Teaching for Learning Department shall establish the Adoption Committee membership.

Teaching for Learning Department shall assemble an Adoption committee using the guiding principles established in Section 7.2.B.7.e.

(B) Responsibilities

The committee charge shall include the responsibility to:

(1) Review research and best practices.

(2) Create a curriculum guide, which develops benchmarks and supporting objectives in keeping with the District's philosophy and goals.

(3) Review the Appropriate Learning Standards.

(4) Review student performance data.

(5) Review the current program and identify strengths and weaknesses.

(6) Select appropriate materials to field test considering

(a) the instructional quality of the curriculum;

(b) the organization and usability of the curriculum;

(c) the ability of buildings to implement and support a potential curriculum adoption through items such as, but not limited to, paper usage, copying costs, network bandwidth, needs to be considered in their decisions;

(d) whether the recommended curriculum fits within the parameters of the instructional year and classroom minutes available.

(7) Provide regular communication to and from building staff regarding the status of the curriculum adoption.

(8) Field tests of the selected materials;

(9) Review available data about student achievement where materials are used;

(10) Choose the curriculum to be recommended to the Instructional Materials Committee for adoption; and

(11) Plan for development of a finalized common curriculum guide, which includes pacing calendar, common assessments, and additional support materials as needed to implement the curriculum

(C) Phase-in Early Adopter Implementation

An adoption may be recommended as a phase-in implementation. Early adopters will be determined by using the guiding principles established in Section 7.2.B.7.e.

(1) In this phase-in implementation, early adopters would be assigned the responsibility to use the materials on a specified timeline.

(2) Those staff members using the materials may have the additional responsibility of developing appropriate supplementary activities or materials as needed and may be asked to provide in-service for other staff members who will be using the materials.

(D) District Development of Materials

It is the responsibility of the Teaching for Learning department, in collaboration with staff members and to develop finalized common curriculum guide, which includes pacing calendar, common assessments, and additional support materials as needed to implement the curriculum.

(E) Implementation and Staff Development

The Teaching for Learning department shall have responsibility for implementing the above provisions along with the planning and implementation of related professional development.

v. Instructional Materials Committee

Refer to Board Policy 2018 and 2018P.

Nothing contained in this provision will be construed to limit the individual staff member's rights to advice on the relevancy of teaching materials, in accordance with the Academic Freedom provision in the Agreement, providing that such materials are subject to District policy regarding reconsideration of materials. Periodic selection and review of materials will occur as an essential part of standards updates and changes, and will be conducted in partnership with (District) staff members.

h. Curriculum Support

i. The District will make every effort to provide required curriculum and/or materials to staff members by the end of the preceding school year. At the secondary level, curriculum and/or materials intended for the second semester should be provided by November 1. Should the District not meet these timelines, a professional development plan to support staff members will be provided and timelines (including pacing and assessment calendars) adjusted accordingly. This plan shall include Association input through the Association/Management joint committee.

ii. The District will strategically and intentionally coordinate the implementation of new curriculum and/or materials at the elementary level. There will be no more than one (1) implementation in any given school year across all core content areas (math, science, language arts, social studies) at the Elementary Level unless necessary to comply with state or federal expectations. The adoption of instructional materials will occur as outlined in the adoption cycle plan.

iii. Staff members will be included in decisions around curriculum development, selection, and review. The members of those curriculum development, selection, and review committees will perform the work when it makes sense for the members of the team, and will be compensated for work performed outside of the work day.

Section 7.3 – Annual and Supplemental Contracts

A. Base Contract

The base contracted number of days for staff will be one hundred eighty-six (186) days.

B. The six (6) work days beyond the 180 instructional days with students will be used as follows:

1. Four (4) of the work days are intended to provide opportunities for training and in-service in support of the District's Strategic Plan. Content of these days will be determined by TFL/ Equity with input and feedback provided by the Staff Development Advisory Committee. Content will be in alignment with SIPs. Dates will be scheduled by the District calendar committee. Staff for whom specific, job-related PD is not provided as part of the 4 days may submit a request to their evaluator to attend alternate training

2. The fifth (7.5 hour) day is a workload relief day to be worked in January each year. Documentation is not required.

3. The sixth (7.5 hour) day is a Supplemental Professional Development Day

a. Provisional (P1 and P2) staff, those staff with initial certification, or those staff on plans of improvement will use this Supplemental Day exclusively to become familiar with the District's foundational, classroom management, and instructional strategies (e.g., ENVOY, research-based literacy strategies, Culture of Poverty, culturally-responsive teaching, etc.) as identified by either the Teacher Assistance Program (TAP) coordinator or other District administrator. The supplemental day for all other staff shall be at the discretion of the staff member.

b. The parties recognize that these trainings and in-services are designed to enhance student learning. However, these activities may not always address the needs of certain job groups. Per Article 10.1.a, each year specialist groups will document their approved menu of professional development and this menu will be distributed to building administrators and supervisors. Consideration will be given to individuals in these groups in determining how their time will be used in support of the building and/or District goals by mutual agreement with the building administrator or supervisor. Specialist groups may draw upon expertise within each group in designing the agreed-upon training.

C. Supplemental Professional Learning/Enrichment Responsibility Contracts

The parties recognize, honor, and appreciate that staff members do many things that are beyond the basic education-funded responsibilities. In an effort to pay staff for these things, the supplemental professional learning/enrichment responsibility contract is issued to staff.

1. The supplemental responsibility contract is issued for assuming the following responsibilities:

- Parent contacts consistent with the SLT-developed plan;
- Participation in a learning community by performing duties such as:
    - working on School Leadership Teams;
    - working on building and District committees;
    - participating on ad hoc work groups; and
    - staff meetings beyond those stipulated earlier
- Participation in goal-setting activities and related professional growth;
- Preparation, before the first day of school, of a learning environment that is conducive to learning; and is attractive, and safe;
- Preparation, before the first day of school and prior to a quarter, semester, or trimester, of enhancements to improve learning;
- Implementation of District program emphasis (assessment, for example);
- A District orientation is required for P1s and new to the District P2s; and
- A building orientation is required for P1s and new to the District P2s.

2. Staff will have the opportunity to receive their payments over twelve (12) months or in two (2) equal payments, one (1) in November and one (1) in June.

3. The responsibility contract is based on the staff member's FTE status; a person who is hired late or terminates early will have their responsibility contract prorated on the actual number of days worked.

4. For staff members with twenty-five (25) or more years of experience and Bachelor's Degree plus 90 credits, Bachelor's Degree plus 135 credits, or a Master's Degree or above, the supplemental responsibility contract will include a longevity amount of $4,300. For staff members with at least twenty (20) years and less than twenty-five (25) years of experience and Bachelor's Degree plus 90 credits, Bachelor's Degree plus 135 credits, or a Master's Degree and above, the supplemental responsibility contract will include a longevity amount of $2,150.

Section 7.4 – Safeguards

Within the framework of the above standards and parameters, the combination of planning time, breaks, contact time, duty-free lunch, staff meetings, and professional time will not exceed an average of 38.5 hours (including meetings) per week. Additional responsibilities beyond these parameters will be compensated for as provided in this Agreement. Building administrators will notify staff of these safeguards at the beginning of the school year.

The parties recognize that the requirements of the "job" cannot be accomplished, under most normal circumstances, within the time allowed for on-site responsibilities. We recognize that staff complete the requirements of the "job" with either on- or off-site work.

In the event that concerns arise regarding workload, staff members and administrators should meet to establish priorities and otherwise address workload concerns. The intent of this meeting is to reach a shared understanding of work priorities and what can reasonably be accomplished.

Section 7.5 – Staff Development and Training

A. General Philosophy and Practice

1. The goal of professional development in Federal Way is to improve professional practice and student achievement. The parties believe that effective training is essential to maximize the instructional program.

2. In order to accomplish this, the District will plan, deliver, and assess training which is relevant to current issues and trends, is created with staff input, and is directly related to state, District, and building goals. The District will use a variety of training

designs to enhance the overall effectiveness of its professional development. Professional development activities will be adapted to match the goals of the Strategic Plan and School Improvement Plan. District initiatives will be introduced during August 4+1 days.

3. One of the important goals of professional development is to expand the teaching repertoire of staff members. To support change in teaching practice, staff development will be tailored to reflect the needs of staff members and their students. Both parties recognize the need for tiered and targeted PD that meets a variety of levels of experience with the specific content of the professional development.

4. The parties acknowledge that implementing new instructional strategies takes time. Sessions will include a balance between content delivery and planning time to facilitate transfer of new instructional strategies into the classroom. An appropriate amount of time will be included for collaboration, implementation planning, and identifying how the new teaching strategies could impact student learning.

5. Elective workshops on District-determined topics will also be offered District-wide for individual staff members to choose from to meet their professional development needs.

6. Additionally, guidelines will be developed for specialists for meeting their needs and supporting the District goal of improved student achievement.

B. Staff Development Advisory Committee

1. The Labor Management Committee will establish and support a Staff Development Advisory Committee with representative membership, inclusive of BIPOC and LGBTQIA+ members. The membership will include administrators and staff members. The Association President will appoint up to five (5) people to the committee using their internal process.

2. The committee will meet as needed during the school year, at least once per academic quarter. They will assess District-wide staff development needs and serve as an advisor in planning, delivery, and assessment of training. This planning and assessment will include an equity analysis. The committee will draft an annual survey to be given in spring to inform professional development topics for the upcoming year. Additionally, the committee will review the results of post-professional development feedback surveys. Feedback surveys will be designed to reflect a distinction between presentation delivery and the quality of the workshop content and will be used to inform future professional development.

3. The Staff Development Advisory Committee will annually provide guidance on the development of a summer catalog of training activities, inclusive of 4+1 Days, focused on the common needs as identified in school improvement plans and the needs of the sites. This calendar will be presented to LMC in the spring. Additionally,

a professional development calendar for the upcoming year will be provided prior to the start of school.

4. The Staff Development Advisory Committee will be compensated for their participation in committee meetings.

C. School Improvement Plan (SIP)

Principals will work with the Site Equity Leadership Team to identify applicable topics, including topics related to cultural competency, diversity, equity, inclusion, and anti-racism, in alignment with the School Improvement Plan (SIP) and co-plan and schedule professional development activities. As part of the school improvement planning process, principals and staff will document their planning in their SIP so that at the start of each year, each staff member will have access to the SIP for the projected District and building professional development activities.

If a staff member who is not receiving an additional stipend to serve on the SELT is requested by the principal to create professional development related to the topics listed above, they may submit a timesheet for a pre-approved amount of time at the professional rate to be paid from the building budget.

D. Training for IEPs and 504s

Each year, all staff will receive two (2) hours of mandatory training from the hours of available meeting time on IEP team participation and the reading and implementation of:

- 504 accommodations
- Behavior supports and/or Behavior Intervention Plans (BIP)
- IEP accommodations and/or modifications
- State and federal testing accommodations and alternative assessments
- Administration of IEP services

At least one hour of this training will be delivered during August retreat and/or SIP day and the other hour will be delivered during the first semester (e.g. building PD or staff meeting).

If a staff member is requested by the principal to support the planning of professional development related to the topics listed above, they may submit a timesheet for a pre-approved amount of time at the professional rate to be paid from the building budget.

E. De-escalation Training

Staff shall be given the opportunity to participate in de-escalation training.

F. Restraint Training

Employees involved in restraint and/or isolation of students (e.g. Deans, some Special Education staff, etc.) will be trained annually using the District-approved and certified training program.

G. Safety Materials
During typical working conditions, it is not expected that staff will use personal devices (e.g. cell phones) for management of work-related safety tasks.

SSS staff will receive annual notification regarding processes to request access to safety and sensory supports. The process will also be accessible in the Procedural Manual. Additionally, a menu of common materials will be maintained by the SSS department.

Section 7.6 – Travel Time

A. The following compensation recognizes the reduction in planning time for staff with classroom teaching assignments which results from the necessity to travel between buildings.

   The District will be divided into four (4) geographic zones:

   1. Travel inside a zone will be compensated at a rate of forty (40) additional minutes of pay.

   2. Travel across zones will be compensated at a rate of sixty (60) additional minutes of pay.

B. For the purpose of travel considerations for itinerants, the following applies:

   1. Full-time elementary music staff will be assigned the equivalent of forty-two (42), thirty (30) minute sections per week. Built into this assignment is the consideration for travel requirements. Staff traveling between buildings will be eligible for mileage reimbursement at the rate established by Board policy.

   2. A split assignment of eighty percent (80%) – twenty percent (20%) between secondary and elementary will be eligible for reimbursement specified under section A.1, above.

   3. Other itinerants not covered by this section are eligible for mileage reimbursement in accordance with Board policy. When a guest employee is substituting for an itinerant staff member, the guest employee is entitled to the same travel reimbursement as the general staff member.

   4. Staff covered by this travel section will receive a flat-fee stipend of three hundred fifty-one dollars ($351). The amount recognizes the obligation of staff

to take part in additional meetings and/or school-related events in more than one (1) building.

Article 8 – Class Size and Overload

Section 8.1 – Class Size

A. The Board recognizes the importance of class size. It is the intent of the Board to maintain, if at all possible, a District-wide average student/teacher ratio not to exceed 27/1.

This ratio includes K-12 basic education, special education, music, basic skills, vocational, ESL, and accelerated-learning classes and excludes librarians, counselors, psychologists, speech/language pathologists, nurses, and administrators. The Board further recognizes the importance that staff support specialists such as librarians, counselors, psychologists, speech/language pathologists, nurses, therapists, etc., play in providing a quality education to students. Such specialists will be utilized to augment services to students and to the benefit of the classroom teacher. At the secondary level, a teacher representative will support the counselors with scheduling with particular emphasis on overload.

A. When classes exceed the following maximum, they will be considered to be overloaded, excluding performance music classes with titles of ensemble, band, choir, and orchestra, and classes where law and safety dictate otherwise. Physical education classes will be deemed for safety purposes overloaded at thirty-seven (37), with no more than 175 per day, or 105 per day for schools on the 4x8 schedule.

Grades	**Students Served**
Developmental Preschool	8 students with IEPs per session
K	22
1	24
2	24
3	24
1-2 split	23
4-5	29
3-4-5 or 3-4	28
6-8	31 not more than 146 students per contract period day*
9-12	32 not more than 151 students per contract period day**
Elementary RSP K-5	28 (caseload)
ACP K-2	10
ACP 3-5	12
FCP K-5	10
Elementary DHH	10
Secondary RSP, ACP	15
Secondary FCP	10
Secondary DHH	15
Secondary SEB	13

*Middle school core team classes will be considered overloaded when the total number of students exceeds 62 or 93 students.
**For high schools on the 4x8 schedule, a student overload will exist when the daily number of students exceeds 91. Both days in the 4x8 rotation will be counted to determine the number overloads.

C. Student overload is defined in the following way:

Student hour – One (1) student overload for one (1) class period at the secondary level.

Student day – One (1) student overload for one (1) class day in self-contained secondary or elementary level.

D. An individual staff member may initiate permission to exceed the thirty-two (32) student limit per class period so long as the one hundred fifty-one (151) per day [or equivalent for three (3) or four (4) period day] is not exceeded without overload pay. A staff member who accepts a sixth period of instruction (or equivalent) will receive overload adjustments if the limit of thirty-two (32) students for the additional period is exceeded.

E. Overload guidelines will not be in effect during the first ten (10) student attendance days of the school year or at the beginning of each semester at the secondary level. The overload procedures in this section will not be operative if the District has implemented a reduction in force due to the lack of funds.

F. Overloads will be relieved in one of the following manners:

1. Management may relieve an overload at any time through:

   a. Student transfer

   b. Addition of staff

   c. Forming new class sections

2. The staff member will make an assessment regarding which type of overload relief will be in the best interest of the students.

3. At the elementary level, staff member compensation will be at the rate of fifty dollars ($50.00) per week per student. At the secondary level, staff member compensation will be at the rate of twenty-five dollars ($25.00) per week per student. Payment will be included in the staff members' July paychecks.

G. Where overloads occur and where the options in paragraph 1 are not implemented, then the following procedure will be used:

1. Principal to meet with affected certificated classroom teacher within two (2) days of occurrence to determine tentative solution.

2. Within five (5) days of the occurrence of overload, the principal, the affected teacher, and the appropriate central office leader will confer to determine the schedule implementing the solution.

3. Assistant time will begin no later than ten (10) days following the overload if this procedure is used.

4. After the first ten student attendance days of the school year, class and daily counts are pulled by the District every tenth student day and the overload report is sent to each staff member who is eligible for overload payment. An eligible staff member will earn compensation for all overloads for the previous ten days as recorded on the count day, as indicated above.

H. Given that classes at iA are not organized into sections, and consistent with past practice, overload for grades 6-12 at iA will only be considered based on the overall number of students assigned to a teacher, using the high school daily threshold of 151 students. When the District authorizes additional staff FTE to address increased enrollment, a staff member may be assigned additional .2 FTE, buying out their planning. When a staff member teaching grades 6-12 at iA is 1.2 FTE, the daily threshold for overload will be increased to 181 students, and the teacher will be paid overload based on the number of students over that threshold.

Section 8.2 – Student Placement

Student needs will be the primary consideration when determining classroom placements however, to the extent practical, the placement of diverse and/or high needs learners will be equitably distributed.

Section 8.3 – Elementary Music and Physical Education

A. Prior to the completion of the master schedule for the upcoming school year, a building administrator will meet with elementary Music and PE teachers to discuss appropriate transition time between sections and/or needs within the master schedule. The intent of the conversation is to develop solutions for identified concerns.

B. Section overload for music and PE teachers will be compensated based on the average number of sections taught within a week. When multiple classes, or portions thereof, are combined for general music and/or PE, each class will be counted as a separate section, not inclusive of students from self-contained classrooms (ACP, SEB and FCP). Refer to Section 12.1.C for specific provisions regarding inclusion of students in self-contained classrooms with elementary specialist sections.

Stipends for overload will be processed at the beginning of the year as follows:

1. 44-45 sections: $2,750
2. 46-47 sections: $5,500
3. 48 sections: .2 (requires stipend paperwork), compensates for loss of planning and extra sections)

Article 9 – Discipline, Facilities, Safety, and Instructional Support

Section 9.1 – Student Management/Discipline

A. District Commitment, Expectations, and Support

1. The District will expect acceptable behavior on the part of all students who attend schools in the District. Discipline will be enforced fairly and consistently regardless of race, creed, sex, or status. Such discipline will be consistent with applicable federal and state laws and provisions of the Agreement. The District agrees to support staff in the handling of student disciplinary matters and will promptly respond to staff requests regarding discipline problems. The authority of staff to use prudent disciplinary measures for the safety and well-being of students and staff is supported by the District. In the exercise of authority by staff to control and maintain order and discipline, staff must use reasonable and professional judgment concerning matters not provided by specific policies adopted by the Board and not inconsistent with federal and state laws or regulations and provisions of this Agreement.

2. Proactive and positive strategies and programs are essential to helping all staff and students create a safe and welcoming school environment. Professional development around systems like PBIS, conflict resolution, and restorative practices will be provided to staff to support utilization of these strategies.

3. Multi-Tiered Systems of Support, or MTSS, will be used to address student needs and behavior. PBIS is a proactive and essential component of MTSS. We acknowledge the strong relationship between academic skill development and student social-emotional and behavioral needs.

4. Support for Safe and Welcoming Schools will be consistently provided within the following structures:

a. A minimum of one, and up to three hours of building retreat time will be dedicated to establishing and maintaining safe learning environments (including but not limited to: review of your site discipline plan, restorative practice strategies and de-escalation training).

b. Time will be reserved during the September staff meeting to review the establishment of a safe learning environment at the school.

c. One early release day will be dedicated to the establishment and maintenance of safe learning environments. Activities for these early release days may include: review/revision of site discipline plan, data analysis and use of problem-solving processes, staff training and development of action plans.

B. Administrative Support

1. A principal or supervisor or designee will be on site during working hours in order to provide assistance and support in discipline cases and promote site safety. The parties believe that administrative presence on site is important. It is understood that any decision made by a designee in the absence of the principal or supervisor is made under the authority of the site administrator.

2. It is the responsibility of the site administrator to ensure that staff, students, and parents are working in a safe environment. The site administrator will work with staff to identify and address safety issues associated with staff entering and leaving the building site, being alone in the building, and arrival and departure from site.

3. All staff working with students outside the building but on campus will be provided access to a radio.

C. Site Discipline Plans

1. Every site, using the shared decision-making guidelines found in the Preamble, will design and implement a site discipline plan aligned with state/federal laws and District policies and procedures. A model site discipline plan will be provided by the joint Association-management discipline team that can serve as an exemplar and a self-audit form will be provided by LMC to ensure that staffs design and implement a plan consistent with the collectively bargained agreement.

2. Components of the successful discipline plan include:

    a. Culturally responsive and sensitive language and practices
    b. Site behavioral expectations (including minor vs. major), in alignment with OSPI discipline matrix
    c. Prevention/intervention and remediation strategies aligned with the SIP
    d. Referral procedures, including point of contact and contingencies and timelines
    e. Training opportunities for staff (for example: Restorative Practices (RP), Positive Behavior Intervention System (PBIS); Social Emotional Learning (SEL), Adverse Childhood Experiences (ACEs), legal requirements, unconscious bias as it relates to discipline), differentiated by site/ role
    f. On-site alternatives to suspensions

g. Crisis intervention plan that does not rely on Special Education staff to serve as the primary responder
h. Communication procedures regarding administrator actions in relation to behavior, including those called out in section 9.1.E.2 and 9.1.G
i. Removal and re-entry processes
j. Sites will have student support/ student intervention teams, guidance will be provided for what these look like
k. Each building shall have SEL (Social Emotional Learning) committee, which may be the same as the discipline committee, or may be a separate committee that works in conjunction with the discipline committee.
l. A social media and cell phone management plan which aligns to Board Policy 3245 “Use of Telecommunication/Electronic Devices” and the FWPS Rights and Responsibilities Handbook
m. As legally appropriate, a process for staff to be made aware of individual student behavioral needs (e.g. BIP, Tiered support plans)

3. Each site will communicate building site discipline plans to families in an equitable and accessible manner by October 1.

4. In August, the principal and relevant building teams (SELT, PBIS, etc.) will meet to review/reboot the site discipline plan aligned to the site discipline plan checklist and prepare to communicate the plan during building/retreat days. Staff attending this planning meeting will be compensated up to 6 hours at professional rate for their time. At this meeting, a plan for whole staff training will be created with the following components:

   - A minimum of 1 and up to 3 hours of retreat/building time dedicated to establishing a safe learning environment prior to the first day of school. A portion of this time must be dedicated to reviewing district policy and procedures, reviewing the OSPI discipline matrix, reviewing relevant state law regarding student discipline**,** including guidelines for restraint and isolation**,** finalizing the site-discipline plan, and establishing common understanding with the staff.

   A copy of the completed discipline plan for the current school year will be submitted to FWEA, Human Resources, and Learning Improvement Officers no later than October 1.

5. Multiple times each year, sites, using their SLT, PBIS Team or other structure, will review the effectiveness and implementation of their site discipline plan to determine if revisions need to be made to increase the successful functioning of the school.

6. In an ongoing commitment to support building safety, FWEA and District leadership will bring concerns about the effectiveness and implementation of a site's discipline plan to the LMC, and the allocation of additional intensive support, if needed, will be determined.

   The allocation of such supports may necessitate the formation of a response team at the building level. In the event this happens, the team will be formed inclusive of principal, assistant principal, Association designated members, and District support. Hours to conduct the work of the team will be compensated from the building budget via timesheet.

   See Appendix K (the Intensive Support Guidance Document).

D. Monitoring and Supporting Safety

1. District will collect anonymous perception data of the workplace environment at each site to ensure that safe work environments are maintained. The District, in coordination with LMC, will explore ways to collect safety and climate data more than once per year.

2. Each site will have supports for threatening situations by ensuring that a Threat Assessment Team (TAT) is in place. The TAT will evaluate threats to the school and implement a crisis response plan. This team will be trained annually.

E. Referrals for Student Misconduct

1. Staff may refer student violations of the site behavior/ discipline expectations to the principal/ designee, using the building's referral process.

2. The principal/ designee will communicate the disposition of the referral to the referring staff member.

3. In the event that the principal/ designee determines that substantive changes, such as the level of infraction, need to be made to the referral, the principal/ designee will have a conversation with the referring staff member prior to making the changes.

F. Student Removal from the Learning Environment

1. The District and Association have a shared commitment to implementing equitable, culturally responsive instructional approaches that support students in meeting behavioral expectations, and that limit the exclusion of students from educational environments. The parties further recognize that staff have the right

to remove a student whose behavior disrupts the teaching process. A student who creates a disruption of the educational process in violation of the site disciplinary standards while under a staff member's immediate supervision may be excluded by the staff member from the classroom or activity area. Prior to removing a student, except when the student's presence poses an immediate and continuing danger or an immediate and continuing threat of material and substantial disruption to the educational process, the staff member must first attempt one or more other forms of corrective action to support the student in meeting behavioral expectations. Exclusion may be for all or any portion of the balance of the school day during which the student was removed. The student will return consistent with the parameters in state law. The principal/designee and staff member will discuss interventions and plans for next steps consistent with the school wide discipline plan before the student returns. Such discussion will occur in each and every instance that a staff member has removed a student from class unless the staff member communicates that the discussion is not necessary.

2. 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-staff members will be primarily responsible for maintaining the behavior of students who are sent out of class.

3. When requested by a staff member, building discipline personnel will assist in the removal of a student in a safe, legal, and timely manner.

4. Staff will notify the principal or designee, consistent with the site discipline plan, when a student has been removed from class.

5. The staff member may request a meeting be promptly held among the staff member, principal or supervisor, and the parent(s)/guardian(s).

6. Staff faced with a student displaying disruptive behavior have the right to establish an enforceable behavior plan for the student with the principal and parent/guardian.

G. Communication Regarding Discipline and Safety

1. Affected staff members will be notified about threats to the school or members of the school community in a timely manner, within legal parameters. Every effort will be made to notify staff before parents and students.

2. A staff member will be notified when a student is suspended from that staff member's class.

3. When a student has a known, documented history of violent or threatening behavior, or when a student has committed physical assault upon any staff or student, that student's teachers shall receive notification at least one day in advance of the placement.

H. Staff Rights and Responsibilities Regarding Violent Incidents

An equitable, culturally responsive system of behavior support will seek to minimize violent incidents. When such incidents occur:

1. Assaults

In the event that a staff member is assaulted, the principal or supervisor will provide appropriate support to ensure the safety and wellness of the staff member. These supports may include coverage for the remainder of the day (without use of wellness leave), and at a minimum, a timely opportunity to debrief with administration to discuss and address staff needs moving forward. Seeking the involvement of law enforcement or judicial protection may be an option in appropriate circumstances.

Staff are encouraged to seek all protections they have under the law. In support of staff, the appropriate administrator may attend court with staff seeking a protective order against a person who has threatened them during the performance of their duties. Decisions regarding the presence of an administrator during court proceedings will be made in collaboration between the impacted administrator, their direct supervisor, and legal counsel. FWEA will be notified in instances where a staff member is pursuing legal action related to seeking a protective order.

2. Criminal Mistreatment

Staff have the right to have a parent/guardian removed or restricted from their classroom/work stations if the parent/guardian is verbally or physically abusive. It is a crime for anyone to insult or abuse staff on campus while the staff member is carrying out their duties; create a disturbance on campus or at school activities or meetings; intimidate by threat of force or violence a staff member carrying out their duties.

3. Weapons

Possession or use of weapons, explosives, firecrackers, or other items capable of producing bodily harm as defined in RCW 9.41 is prohibited. Any item that appears to be a weapon, and is used by the aggressor as a weapon, and the victim believes the item to be a weapon will be considered a weapon. Students

in possession of or using any weapons or dangerous devices will be subject to expulsion as specified in law.

a. Prior to the return of any student who has been removed, suspended, or expelled for a dangerous weapons violation, the District will, in conjunction with affected staff and parent(s)/guardian(s), establish an enforceable behavior agreement which must be adhered to as a condition of the student remaining in that staff person's class.

b. Staff will use their professional judgment when deciding on the appropriate response to use upon encountering an altercation between students where weapons are involved, considering the safety of students as well as their own safety. Staff will notify the principal immediately.

Administration 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.

I. Support for Staff

Site resources include in-site crisis teams, staff trained in Crisis Prevention Intervention, staff with responsive training, site security officers, and other site teams that are capable of providing immediate assistance to the staff member.

J. Staff Protections

1. No staff member will be required to search a student's person or belongings except to witness a search at the request of the principal or supervisor or designee.

2. Staff will not be disciplined for taking action regarding discipline of students when they acted reasonably and in compliance with the law.

Section 9.2 – Inclement Weather and Disasters

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 by inclement weather, staff will report to work as soon as safety allows but no later than thirty (30) minutes before the scheduled student arrival time. The staff member will be solely responsible for evaluating the safety of travel conditions on these days.

Early closures

Staff may leave when students are dismissed on days where there are early closures due to inclement weather. If necessary, the building administrator may require some staff to remain in the building until all students have been evacuated.

As soon as possible in the fall, the staff and administrators at each site will review their building emergency plans (i.e., evacuation, fire, earthquake, intruder alert, etc.).

District and building discipline plans, individual behavior plans, emergency procedures, school maps, and exit plans will be made available to guest employees. Additionally, any information necessary to meet the requirements of mainstreaming will be provided.

Disaster Preparedness

In the event of a crisis, the building administrator can require staff to remain on campus to safely supervise students until all have been released to a parent/guardian or authorized adult. Each building must develop a disaster preparedness plan in alignment with District and federal guidelines.

Section 9.3 – Facilities

It will be the right of all certificated staff to have a telephone provided at their place of employment for professional use. Such telephone will be in an area where the staff member can telephone without being observed or monitored by students or outsiders.

Those staff with medically fragile students or with students with a documented history of violent behavior will be provided a means of direct access to outside emergency support. Such means may include cellular phone, phone in the room, panic button, or other technology as appropriate.

Section 9.4 – ID Badges

District will provide ID badges and replacements at no cost (within reason) for staff members.

Section 9.5 – Technology

The parties believe that technology is a key aspect in promoting learning for the 21st century. Therefore, a District commitment is to provide every staff member access to a computer, a printer, and the software needed to fulfill the responsibilities of their job in order to improve staff member and student learning.

The technology plan of the District will be the determining factor for providing training and support. Staff will have opportunities for input into the annual technology plan review.

Section 9.6 – Safety Committee

A. An FWEA representative will be appointed by the Association at each school site by September 15.

B. FWEA certificated staff, whether appointed by the building administration or selected by the union, will receive a $250 stipend. (Recognizing that teachers are not paid hourly, under the law, but by responsibility). Nurses will be paid the full stipend for each team they are on (so if they serve on two school's teams, they will receive two $250 stipends).

C. Responsibilities

Per the WAC, "Meetings should be one hour or less, unless extended by a majority vote of the committee." We recommend 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.I);

7. Maintain an agenda, minutes, accident report log resolution, and document attendance. Minutes from Safety Committee meetings will be available to all building staff; and

8. Submit minutes and accident report log to District Risk Management Team and Association leadership.

E. Resolving Concerns

1. If concerns cannot be resolved within the Building Safety Committee, they will be resolved through Labor Management.

2. 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.

Article 10 – Specialists and Special Programs

Section 10.1 – General Provisions

A. Definition

Specialist shall refer to those certificated staff members referenced in this Article and include Counselors, Librarians, Physical Education (P.E.), Music, Occupational Therapists/Physical Therapists (OT/PT), Speech and Language Pathologists (SLP), School Psychologists, Social Workers, Audiologists, Nurses, Itinerant Teacher of the Deaf, Vision Specialists, Multilingual (ML) Specialists, Deans, Interventionists, Instructional Coaches, Restorative Practice Coordinators, Behavior Coaches, Adapted PE Teachers, and Teachers on Special Assignment (TOSA).

B. Confidential Records Storage

For all specialists who need to collect and retain confidential records, locking file cabinets will be provided.

C. Training

The Association and District recognize that differentiated professional development aligned with job expectations enhances the practice of specialists.

Representatives of each specialist group will meet annually with the appropriate District Administrator in charge of their job function to determine the nature of training activities that the specialist will participate in during professional development times:

1. Professional Development Days
2. Early Release Days
3. Professional Learning Committee time

D. Credit for Required Professional Licensure Training

Those Educational Staff Associates (ESA) who are required to have state professional licensure in order to obtain or maintain their ESA certificates may use credits or clock hours that satisfy the continuing education requirements of their state licensure for movement on the state-wide salary schedule. A District affidavit (Form I) must be completed and signed verifying the hours completed. The affidavit must be submitted with documentation evidencing such credit or clock hours. See Section 14.1.D for deadlines regarding submission of credit hours.

E. Job Descriptions, Roles, and Responsibilities

1. Specialist job descriptions will be developed and/or revised as necessary and appropriate. Specialist representatives will work with the appropriate District Administrator or designee to establish job description committees and determine schedules for the committee to meet.

2. Specialist representatives will work with the appropriate District Administrator or designee to review job descriptions in order to establish appropriate roles and responsibilities.

3. By October 30, principals/supervisors will meet with each specialist to discuss how these roles and responsibilities will be implemented at each site. This meeting will also discuss how planning time, space, resources, caseload and other job requirements will be allocated in order for the specialist to most effectively meet their roles and responsibilities. A representative from Student Support Services or the appropriate department will consult in this discussion at the request of either the specialist or administrator.

   Specialists may request an additional meeting near the end of the school year in order to address anticipated needs for the coming year.

F. Technology

Specialist representatives working with the appropriate District Administrator who supervises their job function must identify their reasonable technology needs and submit it to the Information Technology Services (ITS) Administrator. The ITS Administrator will consider specialist technology needs when developing the technology bond request.

G. District Level Coordination

Specialists selected for District level coordination will be paid $1,200.00 annually on a supplemental contract.

H. Departmental Meetings

Regularly scheduled departmental meetings are encouraged. Specialists and non-traditional groups will work annually with the appropriate District Administrator who supervises their job function to develop a mutually agreeable department meeting schedule. The Agreed upon department meeting schedules will be published and distributed to each school. Specialist will be released as may be necessary from their normal daily assignment to attend department meetings. Specialists and non-traditional groups can provide input to department meeting agendas with the appropriate District Administrators.

Section 10.2 – Specific Provisions

A. Counselors

1. Comprehensive School Counseling Plan

In accordance with RCW 28A.410.043, the purpose and role of the school counselor to plan, organize, and deliver a comprehensive school guidance and counseling program that personalizes education and supports, promotes, and enhances the academic, personal, social, and career development of all students, based on the national standards for school counseling programs of the American School Counselor Association (ASCA). The District and lead counselors will develop, implement, periodically review, and amend a comprehensive school counseling plan through engagement of counselors District-wide.

By October 31, each counselor will meet with the principal to align their job responsibilities with the District's adopted comprehensive counseling plan.

2. Staffing Allocations

Contingent on continued state funding, the District will staff ESA counselors at a level that is equal to or better than the state's phased-in prototypical funding formula for counselors:

	state staffing ratio for prototypical school		
	22-23	**23-24**	**24-25**
	prototypical school size of 400		
Grades K-6	0.66	0.827	0.993
	prototypical school size of 432		
Grades 7-8	1.383	1.55	1.716
	prototypical school size of 600		
Grades 9-12	2.706	2.882	3.039

The above formulas are used to calculate a districtwide number of counselors based on student enrollment. The above formulas do not necessarily correlate with the grade bands within District schools; the number of students who enroll in each school; or the specific needs of the students attending each school; and, for those reasons, do not form a basis for determining staffing allocations at a particular school site. When staffing counselors at specific school levels and sites, District administration will take into consideration school enrollment, student demographics, student socio-economics status (SES), number of special programs at a school, and student mobility as caseload factors. Contingent on continued state funding for high poverty schools, the District will allocate additional counselor staffing informed by the challenge index.

The District and Association will jointly review the allocation of counseling resources.

To address unfilled counseling positions, impacted counselors will qualify for additional compensation until the open position(s) at the school site is filled. This compensation will be determined by dividing the unfilled FTE by the number of impacted counselors, up to a maximum .2 stipend per counselor.

3. Professional Services

Only staff who hold a valid ESA Counselor certificate may use the job title of counselor. Deans who are not certified as a counselor may not provide individual or family counseling of a personal, psychological or mental health nature. It is recognized that ESA certified school psychologists and ESA School Social Workers may, by certification and training, be qualified to provide counseling services.

4. Supplemental Contracts

Elementary Counselors shall receive a supplemental contract for three (3) per diem days. Middle School and High School Counselors shall receive a supplemental contract for eight (8) per diem days. Beginning with the 2024-25 school year, Elementary Counselors shall receive a supplemental contract for five (5) per diem days, Middle School and High School Counselors shall receive a supplemental contract for ten (10) per diem days.

These days will be scheduled by mutual agreement between the employee and supervisor to support students starting school on time and receiving services from the start of school, as well as ongoing caseload duties.

5. Lunch Supervision

In order to prioritize key counseling duties during times students are available, counselors should not be regularly scheduled for lunch supervision. Principals and Counselors will work together to set a schedule that prioritizes direct student support.

B. Deans

Deans who do not hold an ESA certificate as a Counselor, School Psychologist, or School Social Worker may not provide individual or family counseling services.

Deans may evaluate classified staff, but cannot evaluate other FWEA members, even if the Dean holds a valid administrative certificate.

Elementary Deans will receive a supplemental contract for three (3) per diem days. Beginning in the 2024-25 school year, Elementary Deans will receive a supplemental contract for five (5) per diem days. Middle School and High School

Deans will receive a supplemental contract of .2 of their base salary. Deans are not eligible for the supplemental contract provided to counselors.

The parties will, at least annually distribute a joint memorandum to all counselors, deans, and administrators that provides information and guidance regarding the scope and limitations to the dean function.

C. Librarians

1. All traditional worksites shall have a library staffed by a certificated staff member, at a minimum. Any certificated person hired after June 2000 to staff a library will hold, or be working toward, the equivalent of Learning Resource Endorsement. Certification or equivalent course work will be completed within three years of the assignment to their position. The Association and the Human Resources Department will mutually agree upon the course work requirements for the library position.

2. Library media specialists will meet during the school workday two (2) hours every month for District-wide meetings to coordinate programs.

3. Administrators will work with Librarians to provide flexibility in library schedules, including library closures to provide opportunity for Librarians to attend their District-wide meetings and manage the required workload.

4. Extended contract days will be granted to all librarians according to their hours of clerical assistance as follows:

	Assigned Library Assistance Time		
	0.0 to 2.0 hrs/day	2.1 to 4.0 hrs/day	4.1+ hrs/day
Elementary	9 days	7 days	5 days
Secondary	11 days	9 days	7 days

Itinerant elementary Librarians shall be granted 1 additional day for the responsibility of setting up more than one library.

These days shall be paid at the individual's per diem rate.

5. Library Management Time for Elementary Librarians

The District recognizes the important function of library management. Librarians may close the library at their work site(s) for the first four (4) and last four (4) days of the school year to complete library management and curricular material management tasks. In further support of library management tasks, each elementary librarian will be provided with at least 2.5 hours of library management time per week scheduled within the student day. In the event that a master schedule does not allow for the provision of 2.5 hours of library management time per week within the student day, a $1,500 library management stipend will be provided instead. District and Association

recognize that due to Elementary Specialist rotations, the 2.5 hours per week might be averaged across successive weeks.

Itinerant librarians who work in two buildings will be provided with at least 2.5 hours of library management time per week within the student day. An itinerant librarian will only be eligible for one $1,500 library management stipend per the provision above.

Library management time must be scheduled in increments of at least thirty (30) minutes, and is time above and beyond guaranteed planning time as described in Section 7.2.A.1.a.

D. Physical Education

All elementary PE teachers hired after September 1, 2003, will have a physical education endorsement or training and experience mutually agreed upon by the Association and management or shall meet such requirements within five (5) years of hire. Proof of enrollment in such a program shall be provided within 12 months of hire.

All PE programs will have a dedicated line item within the school budget.

E. Music

Each music teacher will be assigned a home school for the purpose of involvement in a learning community, evaluation, and supervision. The assignment will normally be at a school where the teacher is assigned for either the opening of the day or the ending of the day. The teacher and the principal will collaborate on how the teacher can be involved in the school's planning and decision-making process.

The Music Coordinator(s) will continue to receive a stipend in accordance with Appendix H.

F. Multilingual (ML)

It is the duty of ML Specialists to implement District-adopted English Language Development curriculum. Resources for supplemental materials that align with District ML curriculum will be made available upon request. Additional ML teachers will be hired based on programming needs of students.

G. Teacher on Special Assignment (TOSA)

For the purposes of this contract, the parties agree that TOSAs refer to: Behavior Coaches, Scholar Support Specialists, BEST Mentors, and SSS Program Specialists. If additional TOSA positions are added to the bargaining unit, the parties agree to convene to determine stipend pay structure.

ESC TOSAs often play a unique and vital role in the New to FWPS Institute, along with 4+1 training and initiatives. As a result, beginning in the third week of August (depending on the school year calendar), TOSAs may begin to fulfill job responsibilities associated with their role. They will however not be required to report to work full-time.

Mentoring and coaching is a key component of many TOSA roles. TOSAs will not be asked to serve in an evaluative capacity of staff who they support.

All Behavior Coaches, Scholar Support Specialists, BEST Mentors and SSS Program Specialists shall receive an annual stipend. No TOSA group shall be asked to track or report hours worked as a condition of their stipend compensation being received.

If at any point FWPS is considering a change in stipend structure for any TOSA role, FWEA will be notified in writing and appropriate conversation and agreement around change to wages will occur.

H. Itinerants: Occupational Therapists, Physical Therapists, Speech and Language Pathologists, Audiologists, School Psychologists, School Nurses, Teachers of the Vision Impaired, Itinerant Teacher of the Deaf (ITOD) and Adapted PE Teachers.

1. Caseload

Prior to the start of school, Student Support Services will provide the itinerant with caseload to assist in locating students and planning their schedules.

2. Supplemental Contracts and Work Year

Each itinerant listed in paragraph H above shall receive a supplemental contract for ten (10) supplemental days. Time scheduled before the school year will be by mutual agreement between the employee and supervisor and is intended to be used to support students starting school on time and receiving services from the first day of school. Supplemental days will be used to complete service schedules, assessments, transfer summaries, IEPs, reports, immunization verification, health care plans, and other work associated with the opening and closing of school and ongoing caseload duties. Any days not scheduled before or after the school year are intended to be flexible and are meant to meet the needs of the professional and the students/families they serve.

The number of hours/days will be prorated for part-time staff.

3. Work/Therapy Space

Confidentiality is a significant aspect of the function of itinerant staff. Reasonable efforts will be made to provide a work environment that supports the need for confidentiality and therapy space for the delivery of all services. Staff will discuss any concerns about therapy space, including the need to communicate space limitation with parents/ guardians, with the building principal. If a satisfactory solution is not reached, staff will discuss those concerns with the appropriate special education administrator to be resolved.

4. National ESA Certification and Licensure Stipend

The District will provide a stipend in the amount of $1,000 per school year, prorated by staff member FTE, for Educational Support Associates (ESAs) who possess the following recognized national certifications and licensures:

Speech Language Pathologists and Audiologists	Certificate of Clinical Competence
School Nurses	National School Nurse Certification
Occupational Therapists	National Board for Certification in Occupational Therapy (NBCOT)
Physical Therapists	National Physical Therapist Examination (NPTE)
Psychologists	National Certification in School Psychology or American Board of Professional Psychology Diplomat

The stipend amount for ESAs who earn the relevant national board certification and bill all Medicaid eligible students on their caseload will be increased to $2,500 per school year, prorated by staff member FTE.

The staff member must provide Human Resources with a copy of national certification and licensure (if appropriate) by September 1 in order for the stipend to be paid.

5. Workload/Caseloads

a. Speech and Language Pathologists

i. Workload

The individual caseload for a speech and language pathologist (SLP) will be 45 compliant IEPs. Membership on a preschool assessment

team (PAT) will be equal to .2 of an FTE or 9 compliant IEPs (+-4). Caseload size will be monitored on a monthly basis by the fifteenth of each month. When an individual SLP's caseload is more than 4 compliant IEPs over their FTE (definition of "individual overload"), that SLP will bill .75 hours per student over 49 per week for each month they are in "individual overload" over 2 months.

In the event of inequitable caseload sizes among SLPs, prior to the need for the addition of a new position, the SLPs agree to work together to make adjustments as necessary. If the caseload numbers are greater than the agreed-upon caseload size for 1.0 FTE (total FTE serving IEPs times 45), and that excess is equal to 45 IEP students or more for two consecutive monthly service reports, then every effort will be made to add additional FTE SLP. The month will be identified as the fifteenth of one month to the fifteenth of the next month. If overload exists due to staffing shortages within the SLP group, the two-month waiting period will be waived

ii. Caseloads

FTE	Number of students (+-4)
1.0	45
.9	40
.8	36
.7	31
.6	27
.5	22
.4	18
.3	13
.2	9
.1	4

b. Occupational Therapists and Physical Therapists

The caseload for a full-time (1.0 FTE) Occupational or Physical Therapist (OT/PT) is a maximum of 900-950 student service report minutes. This is based on current IEPs.

i. The following factors may impact or require adjustments in assigned caseload:

(A) Number of schools (including the travel time and set-up/breakdown time) the therapist is assigned;

(B) The available Physical Therapy Assistant (PTA) or Certified Occupational Therapy Assistant (COTA) time to assist the therapist;

(C) Assignment to a preschool assessment team (usually considered to be .2 of an assignment);

(D) Disability and therapy needs of each student assigned to a therapist's caseload;

(E) School schedules and school calendar;

(F) Early and late starting times; six-day rotation schedules of specialists' time, i.e., library, physical education, music and integrated arts;

(G) Preschool students in AM and PM sessions (which will increase travel time) or preschool sessions not scheduled on Fridays;

(H) Availability of space in which to work with students at site;

(I) Being assigned to both elementary and secondary schools;

(J) Legal timelines on special education assessments and paperwork;

(K) Staff communication, meeting responsibilities (Evaluation and IEP meetings) and use of technology;

(L) Supervision of PTAs or COTAs or clinical affiliating therapy students.

ii. Overload occurs when a therapist is assigned more minutes per FTE caseload or when a combination of impacting factors defines a caseload of fewer minutes per FTE (for example, an assignment to more schools adds more travel time).

iii. If an overload should occur in a therapist's caseload the following procedures apply:

(A) Inform the Director and meet within own discipline to reallocate students if possible;

(B) If reallocation is not possible (creating another overload or logistically impossible), part-time therapists or PTAs and COTAs will be offered the additional time in agreement with State Practice Act;

(C) Therapist would be offered the additional load for compensation equal to their per diem (prorated for the additional load);

(D) If A, B, C are not feasible, hire or contract for a new additional new therapist(s) to assume the overload.

iv. Workload and Caseload Equivalencies

FTE	# of service minutes/week
1.0	900-950 minutes/week
.9	810-860 minutes/week
.8	720-770 minutes/week
.7	630-680 minutes/week
.6	540-590 minutes/week
.5	450-500 minutes/week
.4	360-410 minutes/week
.3	270-320 minutes/week
.2	180-230 minutes/week
.1	less than 140 minutes/week

Workweek required is 37.5 hours or 2,250 minutes

c. School Psychologists

i. Workload

Because of the complexities of school psychologist responsibilities and the variability of student evaluations year to year, a school psychologist workload is difficult to define. District is committed to achieving equity with national standards related to workload.

ii. School Placements

Each year a group of school psychologists and the director of special education will review school placements and caseloads based upon the following factors:

(A) Building Level (Elementary, Middle, High School)

(B) Number of students enrolled

(C) Number of Special Education Classrooms

(D) Other factors that may affect caseload and workload

iii. Workload Relief

Staff members who have concerns about their caseload may bring their concern to their evaluator. Program capacity will be reviewed to determine whether additional supports are needed. The parties will

initiate a mutually agreed to plan of action to resolve the overload within five (5) working days of the conference.

d. Teachers of the Vision Impaired

Teachers of the Vision Impaired shall meet annually with the director who supervises their function to review caseloads, staffing needs, work calendar, and determine schedule.

e. Deaf and Hard of Hearing

For the 2024-2025 school year, the DHH program at the elementary level will include the following grade bands: PreK-K, 1-3, 3-5* (*Grade bands in the DHH program were intentionally designated to reflect student needs).

The parties agree to reconvene following the 2024-2025 school year to review implementation and determine whether changes to elementary programming is necessary.

f. Itinerant Teacher of the Deaf (ITOD)

During the 2024-2025 school year the parties agree to convene a group of stakeholders, inclusive of the DHH Program Specialist to evaluate and determine caseload considerations and overload provisions for the ITOD.

g. Adapted Physical Education Teachers (APE)

Staff shall meet annually with the director who supervises their function to review caseloads, staffing needs, work calendar, and determine schedule.

h. School Nurses

i. Staffing Allocations and Lead Nurses

Both parties recognize the essential role that school nurses play in maintaining the health and well-being of students. The allocation of nursing support will take into account student need and overall enrollment. Adjustments based on these factors will be considered on an annual basis.

A nurse lead position with a stipend of $2,000 will be designated to assist the director of nursing with onboarding of new nurse staff and mentoring.

ii. Workload

Staff shall meet annually with the director who supervises their function to review caseloads, staffing needs, work calendar and determine schedule.

iii. Professional Development

The District will reimburse school nurses up to $500 per school year for continuing education credits/clock hours related to licensure maintenance. Staff will follow the District established procedures to be reimbursed for these continuing education credits/clock hours.

For District provided professional development, clock hours will be provided.

6. Medicaid Reimbursement

Specialists may seek reimbursement for certification and licensure fees as it relates to eligibility to bill Medicaid. If a specialist seeks reimbursement for relevant licensure in their respective field, they must bill for services for all qualified students on a monthly basis.

7. Itinerant Early Release Activities

Recognizing the unique requirements of the Itinerants (as defined in 10.2.G), itinerant staff members may work at a building site in lieu of attending early release activities (with the exception of Safe Learning Environment, School Improvement Plan days, and SSS directed early release).

Section 10.3 – Dual Language

The Association and District recognize that a Dual Language program is a robust academic program, with research-based benefits for native speakers of all languages. As such, this academic program will be provided additional supports as follows.

A. Professional Development Supports.

1. Annually, an optional dual language educator summit will be held in August to review scope and sequence of the program, backward planning, best practices in dual language, including an opportunity for vertical teaming both within school and across levels. The agenda for this summit will be jointly created by dual language educators and Teaching for Learning.

2. Additionally, TFL will provide dual language teachers four (4) sub release days annually to meet as a dual language collaborative team to backward plan, review data, and align with the GVC. Teams may opt to complete some or all of this work outside of the school day instead and be paid at professional rate up to 30 hours.

3. Dual language teachers will be provided with professional development opportunities, such as attending a national or state conference or local/regional training, etc., at least once every three years.

B. Student Led Conferences

The Association and District recognize that 50-50 dual language classrooms with two assigned teachers of record at the elementary level have a need for additional time to conduct student-led conferences with families. Impacted teachers will be provided with one (1) sub release day to complete conferences the day before District-scheduled conferences. As a further resource to meet the needs of families, teachers will be provided up to seven (7) discretionary hours at their per diem rate to complete conferences on site outside of the school day within the conference window.

Section 10.4 – Internet Academy (iA)

Internet Academy is a complete K-12 school delivering meaningful and rigorous courses in an online learning environment. As such this academic program will be afforded the following assurances:

A. Online teaching incorporates a unique computer- based system which integrates tools to collaborate, facilitate learning, deliver instruction, and monitor student progress. A typical teacher work day is driven by task completion. Tasks include but are not limited to scoring student work, responding to emails, instructing and supporting students, conferencing with students and/or parents on the phone or online, attending meetings, providing instruction online (synchronous and asynchronous), individualized supports for students, designing/modifying curriculum and assessments, and documenting for state law.

B. The primary work location for iA teachers is at teacher discretion, but must allow for student access and be in the state of Washington. iA teachers may be asked to be present on campus for scheduled days: 4+1 days, staff retreat, or to administer/proctor state tests. Monthly iA staff meetings, PLC, and PD will be accessed by staff remotely. The site-based decision model will be used to identify and approve any additional on-site days to meet the needs of the program.

C. The Association and District recognize that a fully remote, equitable, and robust learning environment requires unique support and programming that looks different than what is necessary for the brick and mortar learning environment. The administrator(s) in charge of Internet Academy will collaborate regularly with its iA SELT to clarify, and adapt if necessary, District programs or initiatives which affect working conditions. During the 22-23 school year, the District, iA administration, and iA Association members will co-create a guiding document to support the alignment of iA programming to District initiatives, to be reviewed annually.

D. SLCs/ Open House: SLCs and Open House at Internet Academy will primarily be offered in a synchronous format. In recognition of the flexibility required to support students and families, it is also understood that asynchronous conferences may occur as needed.

E. Service Times for iA Educators

In general, staff will work 3 hours before noon, 3 hours after noon, and 1 hour flexed to perform the core duties of the job (as described in section 7.2). These times may be adjusted, within the parameters of the master schedule, to meet the needs of the students in the program.

F. iA Absences

1. iA educators who are unavailable to do the work of their job will utilize wellness in alignment with Section 15.1.E In the event that an iA educator is asked to cover a synchronous learning session for their colleague they will receive timesheet pay for loss of planning.

2. At Internet Academy, if staff members are asked to take on workload responsibilities (i.e., planning, synchronous teaching, Adequate Monthly Progress (AMP), responding to student emails, providing feedback) for another educator who is out for an extended absence (five (5) or more consecutive school days), they are entitled to compensation by timesheet from the building budget.

G. See Section 8.1.H for overload provisions applicable to iA.

H. Special Education Services at iA

1. Overload at Internet Academy (iA)

For the purposes of overload at Internet Academy (iA) the following caseload/class section size guidelines will be used:

a. Elementary RSP (K-5) (inclusive of ACP, SEB): 28

b. Secondary RSP (inclusive of ACP, SEB): 15 (class section size)

c. Functional Core (Elementary and Secondary): 12

d. If an educator at iA exceeds these caseload/class size numbers, the overload remedies in Section 8.1 Class Size will apply.

2. For the purposes of IEP services, synchronous and asynchronous instructional services are determined by the IEP team based on student need. The master schedule must be flexible to allow for more synchronous/asynchronous special education services when determined necessary.

3. If a case manager has concerns about the balance of synchronous and asynchronous instruction, individual needs of students they serve, or the overall number of students they serve, they should bring the concern to their building administrator and special education program specialist. The following remedies would be considered: additional staffing, release time, balancing caseloads, or other mutually agreed upon solutions.

4. In the event that concerns regarding balance of synchronous and asynchronous instruction, individual needs of students, and overall number of students appear to be system-wide, these concerns will be addressed through LMC.

I. ALE Stipend

An annual stipend will be provided to iA teachers assigned tasks to meet state requirements for ALE compliance. This stipend will be calculated according to the formula: Average Advisory Student Enrollment per month * 9 * $12.

Article 11 – Waivers

Staff members and administrators may jointly request that the District and the Association waive specific requirements of this Agreement. Each building in the Federal Way Public Schools has a unique decision-making process. The appropriate process at each site will be used in the determination of participation in a waiver.

A. Such a request must be for the purpose of program improvement.

B. Such a request must include:

   1. Reference to the specific provisions of the Agreement requested to be waived;

   2. Evidence of both staff member and administrator participation in the decision-making process leading up to the request;

   3. Decisions to proceed with waiver request will be made by the Association Executive Board;

   4. Rationale attesting to the need for the waiver;

   5. Timelines (if applicable);

   6. Costs (if applicable); and

   7. Effect of waiver on other areas of the Agreement.

C. The waiver or extension request must be submitted to the Superintendent or designee and the Association concurrently and will be granted only if both the District and the Association agree. Each waiver will be evaluated by the Federal Way Education Association and the Federal Way Public Schools on its merits and in the context of the broader impact it may have.

D. The duration of the waiver may vary according to individual needs, but the duration will not exceed the length of this negotiated agreement.

E. Multi-year waivers

   1. Multi-year waivers may be extended only after the waiver has been evaluated and assessed for success. The evaluation and assessment may be presented in various ways, i.e., checklists, anecdotal records, surveys, etc.

   2. Changes in the circumstances of the requesting body for the waiver must also be identified, i.e., changes in participants, changes in staff, changes in the application, etc. The effect of these changes must also be addressed.

Article 12 – Special Education and Inclusion

Section 12.1 – Inclusion

A. The District and Association recognize that every student is a general education student first; we will educate students in the general education environment to the maximum extent appropriate. Students who qualify for Special Education services are entitled to Specially Designed Instruction (SDI), related services, and appropriate educational accommodations and modifications; as determined by the results of an educational evaluation and the student's Individualized Educational Program (IEP) team. Each student has a right to a Free and Appropriate Education (FAPE) in their Least Restrictive Environment (LRE)/educational placement setting.

B. For students to receive special education and related services, the IEP shall indicate the services to be provided. The District supports inclusive practices for all students with disabilities, as determined by each student's IEP team. The education of students with disabilities in the general education program requires collaboration and communication between general and special education staff.

C. A conversation about inclusion instructional planning will occur at the start of the school year between building administrators, elementary specialists and case managers. If existing time cannot be used to facilitate this conversation (Building Retreat, etc.) then timesheet pay may be considered. The purpose of this meeting is to determine what resources, support or necessary training may be needed to facilitate meaningful inclusion for special education students. Specialists with concerns regarding section size impact related to inclusion should collaborate with their administrator to come to a mutually agreed upon resolution (e.g. resources, support, training, reallocation of students).

Additional opportunities for conversation and collaboration relating to inclusion may occur as needed. SSS Staff will be available to support training and needs identified in these conversations at the building level. Specialists may access existing SSS training (e.g. Canvas, Early Release training). Additional training regarding inclusive practices may be requested by specialists, to be delivered by SSS staff, during building and/or department meetings.

D. When students transfer from one building to another or from one teacher to another, consultation and transfer of records including the most current IEP and evaluation will occur to fully inform the receiving staff of the student's program, progress, strengths, and weaknesses.

E. When a student who has a health condition which may require health care procedures is placed in any program, classroom staff involved will be informed in writing of any procedures appropriate to the student. If any of the staff responsible for the student's safety believes the procedures cannot be

accomplished as outlined, the staff member will notify the principal or other responsible administrator.

F. The Association President will appoint members representing all stakeholders including, but not limited to, the following: Psychologist, motor team member, primary special education teacher, secondary special education teacher, SLP, preschool teacher, and general education teacher to the District's Special Education Advisory Committee (SEAC). This group will regularly meet with administration to make recommendations and identify priorities regarding program implementation. SEAC leads, in coordination with administration, will develop topics for SEAC to address.

Section 12.2 – Special Education Instruction

A. Special Education Staff Support, Responsibilities and Pay

1. Special education staff have a responsibility for remaining current on program requirements.

   Both parties share a commitment to fiscal responsibility and of maximizing revenue sources in support of our students. A primary driver of revenue is writing and submitting compliant IEPs. If a pattern of noncompliance exists with a member of an IEP team, members of the team may reach out to their assigned Program Specialist or an appropriate administrator for support.

2. Every full-time special education classroom teacher will have the choice between eight (8) guest employee days (prorated based on FTE) for developing and writing IEPs or a supplemental contract equal to six (6) days per diem (prorated based on FTE). The choice between guest employee days or supplemental contract needs to be made in writing and submitted to Human Resources by October 30 each year. If supplemental contract is chosen, the contract will be paid in a lump sum in November paycheck. If guest employee days are selected and there is a balance of days remaining by the last day of school, a teacher may cash out those days at $200 per day. Timesheets for the remaining days must be turned in no later than the last student day of the year with payment in the August paycheck. A teacher who chooses to take guest employee days may work at home.

3. The district is committed to offering all SSS staff members support to complete compliant IEPs. Such support is intended to assist educators in developing systems or plans to ensure the ability to schedule and write a compliant IEPs. A teacher with a known and documented history of two or more non-compliant IEPs within a year, absent extenuating circumstances (e.g. transfer IEPs which are received as out of compliance), will be required to take the guest employee days in lieu of the per diem option, for the following school year. The district has the right to establish additional guidelines regarding IEP day usage, including location or schedule for individual educators as needed. If the

documented history of noncompliance resolves within an academic year, then in subsequent years, the individual will regain access to the dual option of per diem pay or guest employee days.

4. Required departmental training will be reimbursed at professional rate.

5. Special education teachers and specialists providing services for ESY (extended school year) will be paid per diem.

6. Special education teachers at the Employment Transition Program (ETP) will receive a supplemental contract equal to five (5) days per diem to compensate for the unique supervision and position responsibilities associated with the program.

7. Special Education teachers will be compensated by time sheet on a per occurrence basis at the per diem rate when they are called by administration during their planning period or duty-free lunchtime to address situations in which de-escalation, isolation and/or physical intervention may become necessary. Every occurrence will be verified by an incident report and compensated at a minimum of fifteen (15) minute increments.

    a. Notification regarding restraint and isolation will occur from building administration in alignment with RCW 28A.600.485. If certificated staff who were a part of the restraint and/or isolation are requested by the administrator to be a part of the notification conversation, they will be given timesheet compensation. Such notification will not interrupt a staff member's instructional time.

8. If there are foreseeable circumstances due to the nature of the program, inclusive practices and/or student's needs that interrupt or impact a special education staff member's planning, then the building administration and impacted staff member will meet to explore remedies. This meeting should occur within one week of the initial request. Options for remedies may include, but are not limited to: reallocation of building staff and resources, timesheet compensation, planning time buyout, shifting planning time. Remedies will be mutually agreed upon between the individual educator and the appropriate building and/or district administrator. If the need persists, an additional .2 FTE will be considered by the Director of Student Support Services and Human Resources in advance of implementation. It is a mutual expectation of both parties that all staff members, including those who teach special education, are entitled to and should take a duty-free lunch on a daily basis.

9. The District will create and annually communicate a plan for ensuring that trained District representatives attend each IEP meeting. The plan will include, but not be limited to the following:

a. The District will train each principal, AP, Dean, and Special Education staff member with more than one year of experience to serve as District Representative.

b. One of the trained staff who needs to attend the IEP meeting for a student for whom they are not the case manager, will serve as the District representative (for example, if the psychologist, program specialist, principal, SLP, etc., is scheduled to attend the meeting and they are not the case manager, they will serve as the District representative).

c. If no District representative trained staff is already attending the entirety of the IEP meeting as part of the IEP team, the IEP case manager will contact the principal/ designee who will arrange for a District representative trained administrator or authorize a trained Special Education staff to attend as the District representative.

d. When a special education staff is requested to by the principal/ designee to attend an IEP meeting solely for the purpose of serving as the District Representative, that staff member will be compensated with a stipend in the amount of $50 per meeting, filling out a time sheet to be submitted to the principal for submission to Student Support Services.

10. Preschool teachers will complete GOLD report two (2) times per year. The GOLD report will be completed in preparation for Fall and Spring Conferences.

11. IEP services will be provided from the first to last day of school; however, the nature of the service provided during the first and last week of school may reflect connection, opening and closing, assessment, and transition activities.

12. Special Education documentation may be submitted to Student Support Services (SSS) electronically. IEP and evaluation report signature pages, excusals, and other documentation that contains parent/guardian and participant signatures must be uploaded to Synergy as attachments to the IEP or Evaluation report. After uploading, signatures are to be kept in staff working files for one (1) year.

13. Paraeducator positions of 6.0 or more hours per day will collaborate with the teachers with whom they work 2 hours per month. Paraeducators in positions of 3 to 5.9 hours per day will collaborate with the teachers with whom they work 1 hour per month for collaboration. Full time preschool paraeducator positions will be eligible for 2 hours of collaboration time per month to meet with their supervising teacher. All such collaboration shall happen outside of the student day. Staff may request additional time for paraeducator collaboration through existing channels (i.e., building administrators, program specialists).

14. Special education staff provide progress reports to families for each goal for which they are responsible for monitoring progress. These reports will include progress codes, supporting data tied to IEP goals, and for goals on which the student is not making progress, next steps. The District will provide annual training to special education staff regarding the required elements of student progress reporting.

B. Caseload Coverage

1. IEP Coverage

   The parties recognize that coverage for IEPs may be necessary. If a staff member is asked, and agrees to write and hold an IEP for a student not on their caseload, they will be eligible for up to three hours of per diem compensation.

2. IEP Progress Reports Coverage

   The parties recognize that all families have the right to receive twice yearly progress reports related to IEP services. In some cases, leaves or unfilled positions may necessitate coverage of IEP progress reports. If a staff member is asked, and agrees to write IEP progress reports for an uncovered caseload, they will be eligible for up to 7 hours of per diem compensation.

3. Evaluation Coverage

   The parties recognize that evaluation coverage may sometimes be necessary due to unfilled positions, staffing shortages or leaves. If a special education staff member is asked, and agrees to complete a special education evaluation, they will be eligible for per diem compensation of up to 5 hours. Should the evaluation involve a complex or unique student, and the evaluation is anticipated to take more than the allocated hours, they may speak to an appropriate SSS supervisor regarding pre-approval for additional compensation.

4. Coverage Timesheet

   Timesheets for coverage outlined above (IEP, IEP Progress Reports and Evaluations) will be submitted to Student Support Services.

C. Special Education Staff Scheduling, Resources, and Workspace

1. The Special Education Department will finalize itinerant staff assignments for the beginning of each school year as early as possible, but no later than the last school day in June of the prior school year.

2. Special Education administrators are available to help with maximizing storage and workspace at building sites. Special Education staff will have access to a locking filing cabinet at each work site for storing student files.

3. Every Special Education staff member will have access to a computer that meets District IT standards and requirements and access to a printer.

4. Any Special Education teacher in a self-contained classroom with 5 or more students assigned one-on-one paraeducators for three or more hours per day for more than two weeks will be compensated for an additional 30 minutes per day planning time at per diem rate.

D. Caseload Thresholds

In order to compensate staff specified in the table below for writing IEPs for additional students, beyond the thresholds listed, staff will be paid two (2) hours per diem for each student over the threshold for whom they write a countable IEP. Payment will be made on the staff's July paycheck.

Program	**Student Threshold**
Secondary ACP	10
ETP	10
Elementary RSP	25
Secondary RSP	

E. Special Education Model for the Allocation of Paraeducators (MAP)

The parties believe it is in the best interest of students to allocate resources based on student need rather than a label. This focus is a more accurate description of the individual student and the resources which will be required to meet the student's IEP. Therefore, the Model for the Allocation of Paraeducators (MAP) will determine Paraeducator time.

Paraeducator hours will be calculated on October 1 and February 1. The amount of paraeducator time will be adjusted at the end of these months based on compliant caseloads in accordance with the Model for the Allocation of Paraeducators.

During May or June of each year, the projected amount of certificated and paraeducator time for the subsequent year will be estimated and staffing allocations made.

Compliant caseloads above those indicated in the MAP will generate additional paraeducator hours or converted to Certified FTE proportionately to the MAP allocations. Paraeducator hours above the compliant caseloads will be increased or decreased in whole hour increments.

Special Education Model for the Allocation of Paraeducators (MAP)		
Program	**Compliant Caseload**	**Paraeducator Hours**
Developmental Preschool am/pm (DHH) Extended Day	Up to 8	6*
	Up to 8	2 four (4) positions (Wednesdays)
Academic Core Program Elementary	Up to 12	9
	14	12
	16	15
Academic Core Program Secondary (Middle and High School)	Up to 10	6
	12	7
	14	8
	16	9
Resource Support – Elementary & Middle School	Up to 30	6
	35	7
	40	8
Resource Support – High School	Up to 25	6
	29	7
	33	8
	40	9
Social Emotional Behavioral (SEB) – Elementary & Middle School	Up to 10	6
	12	7
	14	8
	16	9
Social Emotional Behavioral (SEB) – High School	Up to 15	6
	18	7
	21	8
	24	9
	26	10
DHH	Up to 10	6
	12	7
	14	8
	16	9
Functional Core Employment Transition Program (ETP)	Up to 5	6
	6	12
	7	15
	8	18
	9	21
	10	24
	11	27
	12	30
	13	33

	14	36
	15	39
Internet Academy (iA) Elementary (inclusive of RSP, ACP, SEB)	Up to 30	6
	35	7
	40	8
Internet Academy (iA) Secondary (inclusive of RSP, ACP, SEB)	Up to 25	6
	29	7
	33	8
	40	9
Internet Academy (iA) Functional Core Elementary and Secondary	Up to 5	6
	6	12
	7	15
	8	18
	9	21
	10	24
	11	27
	12	30
	13	33
	14	36
	15	39

*Preschool sessions each have 2 paraeducators for 3 hours totaling 6 hours of paraeducator time.

When appropriate, but at a minimum at trigger points, the distribution of paraeducator hours will be reviewed and adjusted as may be necessary and appropriate by the special education team and administration to meet the needs of all students. Such decisions will take into account IEP minutes, least restrictive environment and safety.

The numbers provided in the MAP Clarification Model are preferred caseload ranges for special education programs. As caseloads begin to exceed the ranges, it may be necessary to review program capacity to determine whether additional supports may be necessary.

The District is committed to monthly review of caseload with adjustments to paraeducator or certificated FTE when needed. MAP adjustments are normally made in October and February. In between those adjustment periods, program staff members whose compliant caseloads reach or exceed the numbers in the upper level of each line of the proposed column may bring their concern to their administrator. Staff may also request adjustments in June, in preparation for the coming school year, and when there is a specific student need. If such supports are requested, staff member will contact SSS to discuss support options. Program capacity will be reviewed to determine whether additional supports are needed from the District. District level support options must be approved by the Executive Director of Student Support Services. When approved, additional supports will be added or in process within 2 weeks of being approved. The following are a non-

exhaustive list of possible supports. (For remedies that require financial commitments, FCP and SEB will be given priority)

- Additional staffing;
- Release time to the staff member;
- Balancing caseloads; and
- Other mutually agreed upon solution(s).

Staff members will work with administrators/supervisors to schedule the allotted para-staff member time in a way that best supports the instructional program. It is recognized that teacher/para collaboration is one way to support the instructional program.

Every effort will be made to minimize the number of individual people who fulfill the para-staff member hours allotted to the special education teacher.

Article 13 – Guest Employees

Section 13.1 – Personnel Files

Guest employees will be informed of any documents to be placed in their file. Guest employees will be provided a copy of the document. If the document is adverse in nature, Human Resources will afford the guest employee the opportunity to provide a rebuttal to the document. In this case, the guest employee will have five (5) school days upon receipt of the copy of the document to provide a rebuttal. Human Resources will attach the rebuttal to the document.

Section 13.2 – Voluntary Transfer

Guest employees may apply for vacant positions. Guest employees who have been substituting or employed by the District for three (3) or more years will be considered with internal applicants. Guest employees who have been substituting or employed by the District for less than three (3) years will be considered external applicants.

Section 13.3 – Guest Employee Calendar Contracted Days

A. Guest employees who are called and report to work for a full day who are not then needed will be paid for one-half (1/2) day. Guest employees who are called and report to work for one-half day who are not then needed will be paid for one-quarter (1/4) day. However, if the District can show that it made an attempt to contact the guest employee at least two (2) hours prior to the guest employee's scheduled start time but was unsuccessful in reaching the guest employee, this provision does not apply.

B. The rate of pay for guest employees will be mutually established as necessary by the District and the Association. Long-term guest employees who are assigned to an area where they are not endorsed, but are eligible to be assigned in under law, will be paid according to the full-time teacher salary schedule. Management will make every effort to assign a long-term guest employee who is endorsed in the area that requires a guest employee.

C. All guest employee staff will be responsible:

   1. for the time sheet received from the school building,

   2. for ensuring that the time sheet reflects the accurate number of hours worked and is signed by the building supervisor,

   3. for turning in to Human Resources the time sheet prior to the payroll cut-off date, if pay is desired at the end of the month the hours are worked. All time sheets will be turned in during the pay period in which the hours were worked.

   At no time will guest employee staff hold time sheets from month to month for stacking purposes.

Time sheets turned in after the payroll cut-off date will be paid on the normal payday of the following month.

Section 13.4 – Guest Employee Evaluation

A. Introduction

Guest employees may be evaluated during each school year in accordance with the procedures and criteria set forth below. The purpose of guest employee evaluation will be to increase the effectiveness of the educational program, to collect data for the placement of guest employees, to gather information that may affect the contractual employment of the guest employee, and to determine retention of guest employees on the District guest employee list.

After serving twenty (20) consecutive workdays in the same building and thirty (30) days in the District during the current school year, the guest employee may request an evaluation by the principal or designee using the Guest Employee Evaluation Form (Form G). It is the guest employee's responsibility to notify the principal of eligibility for evaluation. Any guest employee may be evaluated at any time by the building principal or designee.

B. Responsibility for Evaluation

Within each school, the principal will be responsible for the evaluation of guest employees assigned to that school. A guest employee assigned to more than one (1) school may be evaluated by the principal of each school. Any principal may designate other certificated staff members to assist in the observation and evaluation process. The evaluation will be signed by the principal. Any additional information used in the evaluation process will be identified by source, event, and time.

C. Evaluation Criteria

When evaluations are conducted, they will be in accordance with the criteria set forth in the Post Observation Conference and Final Evaluation Form attached to this Agreement as Form D.

D. Evaluation Procedure

1. A guest employee who is evaluated will receive a copy of the evaluation from the evaluator or designee within ten (10) school days. The guest employee feedback sheet must be included in and attached to any formal evaluation.

2. A copy of any guest employee evaluation will be sent to Human Resources within twenty (20) school days following the evaluation.

3. Within ten (10) school days after the guest employee's receipt of an unsatisfactory evaluation and upon written request of the guest employee, a

conference will be held between the evaluator and the guest employee. The evaluator will discuss those deficiencies indicated on the evaluation form and any recommendations to be made. At the completion of the conference, the evaluator will forward to Human Resources a report of the conference.

Section 13.5 – Staff Development and Training

A. The District will provide professional development with free clock hours for guest employees including, but not limited to, an introduction to teaching in Federal Way Public Schools and an introduction to the common classroom technology used in Federal Way classrooms.

B. Guest employees may attend District-sponsored training programs, including building-level training, on a space-available basis. Any fees attached to the training, other than District clock hour fees, will be paid by the guest employee. Guest employees may be paid for attending training at the discretion of the responsible administrator with budget capacity and authority to do so. Any training that the guest employee elects to participate in must be made during a time when the guest employee is not scheduled to be working.

C. Guest employees will not be responsible for medication, treatment, or equipment that requires special training without that training. It is the guest employee's responsibility to inform the appropriate personnel of their need for assistance.

Section 13.6 – Inclement Weather and Disasters

District and building discipline plans, individual behavior plans, emergency procedures, school maps, and exit plans will be made available to guest employees. Additionally, any information necessary to meet the requirements of mainstreaming will be provided.

Section 13.7 – Salaries, Payment and Compensation

Guest employees asked to cover a class during their regular teacher's planning period will be compensated at 20% of their daily rate.

Section 13.8 – Long-Term Guest Employee Rate of Pay

Guest employees who work in the same position for twenty (20) consecutive days will be paid their per diem rate of pay based on qualifications and years of service after completion of the twentieth day. If the twenty (20) days are broken by an absence the regular guest employee rate of pay applies until twenty (20) consecutive days are completed. Long-term guest employee positions that are pre-arranged and that begin the first day of the school year will be paid the per diem rate of pay from the first day in the position.

Section 13.9 – Support for Guest Employees

A. Each school's leadership team and administration will provide a "Welcome Binder" for guest employees. The District will provide a template or checklist for such binders with the types of information that should be included and emergency learning activities for guest employees to use.

B. An administrator or designee will check-in with each guest employee in the classroom sometime during the day.

Article 14 – Salaries, Payment, and Stipends

Section 14.1 – Salaries

A. The salary schedules for the years covered by this agreement are in Appendix G. The base schedule will be increased by the inflationary adjustment index used by the legislature in the state budget (currently the implicit price deflator) plus 0.7% for the 2024-2025 school year. For the 2025-2026 school year, the base salary schedule will be increased by the inflationary adjustment index used by the legislature in the state budget (currently the implicit price deflator). For the 2025-2026 school year, the base salary schedule will be increased by the inflationary adjustment index used by the legislature in the state budget (currently the implicit price deflator)

B. Except as otherwise modified in this agreement, academic credits, clock hours, and experience recognized on the State's Salary Allocation Model in the 2017-18 school year will be credited for initial placement and subsequent movement on the salary schedule. Such rules are found in Chapter 392-121 WAC and the OSPI's S-275 reporting manual. (See Appendix L.) Experience and education credit recognized by the District prior to the 2018-19 school year shall continue to be recognized by the District for placement in 2018-19.

C. Experience credit will be allowed for verified professional work for nurses, SLPs, OT/PTs, MSWs, and any other hard-to-fill positions agreed to by the parties. The experience credit will be computed in the same manner as teaching experience.

D. Incremental Movement

Degrees and credits must be earned by August 31 and will be credited as of September 1 of each school year. Documentation must be submitted to Human Resources by December 1 for pay increases for the current school year, retroactive to September 1. Submissions received by the fifth of the month will be reflected in that month's paycheck. New Staff hired prior to the first day of the school year will be placed at BA+0 on the salary schedule until official documents are received in Human Resources.

New employees hired after November 1 will have 30 days to submit documentation to HR for placement.

The criteria for earning credits and clock hours is as follows in section E, below.

E. In an effort to minimize the paperwork and intrusion in professional growth decisions of certificated staff, the parties agree to the following process for approval and record keeping:

1. Based on submitted transcripts, a representative from Human resources will approve clock hours/ credits using the following parameters:

a. Any class or program other than one offered by the ESD, WEA, Federal Way School District, or an education credit hour course from a college or university that is required for an endorsement, advanced levels of certification, or current assignment should be submitted for approval in advance of the first session of the class or clock hour program. Failure to get prior approval may result in the denial of approval for salary schedule placement.

b. Any clock hour or credit hour course offered by the ESD, WEA, Federal Way School District, or an education credit hour course from a college or university is approved for the purpose of placement on the salary schedule.

c. The form for a class or clock hour program offered by the ESD, WEA, Federal Way School District, or an education credit hour course from a college or university will be submitted on completion with the necessary verification of attendance and transcript. Staff members will identify the criteria (of the six (6) choices on the form) to which the class or clock hour program relates. It is important to do this carefully. It is a violation of the Code of Professional Conduct to knowingly misrepresent the relationship of the course to the criteria.

2. Clock hour or credit hour courses offered by institutions other than the District, ESD, or WEA will be received by Human Resources and approval will be granted if the course meets any one (1) of the six (6) criteria identified in the attached form.

3. Disputes over the appropriateness of the credit or clock hour course will be resolved by the Assistant Superintendent for Human Resources with input from the Staff Development Advisory Committee. Unresolved disputes may be grieved.

4. Completed forms will be submitted to Human Resources for inclusion in the staff member's personnel file.

5. Acceptance of Transcripts/Clock Hours for Salary Movement

a. Is consistent with the School District's strategic plan for improving student learning;

b. Is consistent with school-based plans for improving student learning for the school in which the individual is assigned;

c. Pertains to the individual's current assignment or expected assignment for the following school year;

d. Is necessary for obtaining an endorsement as prescribed by the State Board of Education;

e. Is specifically required for obtaining advanced levels of certification;

f. Is included in a college or university degree program that pertains to the individual's current assignment or potential future assignment.

g. Effective September 1, 2014, the District's clock hour processing fees are eliminated.

F. For purposes of computing per diem rates for extended contracts, the annual salary from the staff member's placement on the salary schedule will be divided by the number of days in the base contract to determine the daily rate of pay.

G. The Professional Learning/Enrichment responsibility stipend schedule is included in Appendix G and is equal to 10.67% of the base schedule. Staff members will be placed on this schedule using the same placement rules as apply to the base contract.

H. Hourly rates of pay are as follows:

Summer School Teachers – per diem.

Professional Rate – During the 2022-23 school year, the professional rate will be $37.63/hour. Beginning in 2023-24, the professional rate will be $39.62/hour. This rate of pay is for activities such as training, District meetings, and curriculum design work.

Per diem rates are paid when staff members are providing instruction.

Staff members who participate in non-stipend committee work will timesheet one hour of prep time for each day missed in the classroom.

I. For interpretation (spoken)/translation (written) tasks outside of the job description, Language Link will be used as the primary resource. Any certificated staff member who is asked by their administrator and agrees to interpret or translate for tasks outside of their job duties during their work day, will be paid from the school operating budget at per diem rate in thirty (30) minute blocks for language interpretation or translation services. Duty free lunch is the responsibility of both parties.

Section 14.2 – 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:

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.

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.

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.

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.

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.

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.

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.

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 14.3 – Payment

A. Staff will be paid one-twelfth (1/12) of their total salary on the last business day of each month.

B. On written request, net compensation owed to a staff member who is separating from the District will be paid at the next scheduled pay period, provided that the staff member has completed all required duties up to the time of separation, turned in required reports, keys, teacher manuals, curriculum guides, and related items, and received clearance from the immediate supervisor verifying completion.

C. New staff hired prior to August 15 and who are scheduled to work at least five (5) days before September 1 will be provided an interim paycheck equal to five (5) day’s pay on the last workday of August upon submission of a verification that they have worked signed by their principal/supervisor. The paycheck may be picked up at the ESC. This paycheck will be based on the base salary.

D. The Board reserves the right to withhold money due the staff member for overpayment because of either miscalculation of salary or for lack of performance of required responsibilities for which paid leave was not granted.

E. If a guest employee is declared unavailable by the Human Resources guest employee calling desk, and other appropriate certificated staff members are required to cover classes for the day, the school will receive an allowance equal to the cost of hiring a guest employee (agreed daily sub rate).

Each site will decide how to distribute this money within the building, provided that the money is used to compensate employees who cover classes or a portion of the students in an uncovered class (and not just those who lose planning time). Nonsupervisory certificated employees based outside the school building who are assigned by the District to cover for an absence in lieu of a guest employee will be compensated by the District with an allowance equal to the cost of the guest employee who was not hired.

In order to receive the guest employee pay allowance, the following criteria must be met:

1. The absence must be reported (entering an opening as no guest employee required will exclude the school from receiving the guest employee allowance for the day).

2. A job number must be assigned.

3. The guest employee calling desk must declare that the position is unfilled within one hour of start time for the school.

Section 14.4 – Required Payroll Deductions

All salaries are subject to payroll deductions for:

A. State Teachers or State Employment Retirement Systems

B. Federal Income Tax

C. FICA/Medicare

D. State industrial, medical, and disability pensions

E. Any other state or federal mandatory payroll deduction

F. Leave without pay will be computed at per diem based on the staff member's annual salary for each day the staff member is not at work.

Section 14.5 – Authorized Automatic Payroll Deductions

The following monthly deductions may be made if authorized by the staff member:

A. Additional Federal Income Tax

B. Insurance programs approved by the Board in which the staff member participates

C. Tax-sheltered annuities approved by the Board

D. Payments to Inspirus Credit Union (Formerly Washington School Employees Credit Union)

E. United Way

F. U.S. Savings Bonds

G. IRS, Section 125

H. Union dues per section 2.4 of this agreement

Section 14.6 – Stipends

A. Stipend Compensation System

After the conclusion of a two-year pilot period (2009-2011) the parties agreed to adopt the stipend compensation model as defined in the following sections.

B. Stipends Related to District Programs and Objectives

1. Co-Curricular

a. These stipends recognize the student contact required outside of the school day for certain classes offered by the District. These classes include debate, drama, student leadership, journalism (newspaper and yearbook) and music. A staff member must be responsible for the related class in order to be assigned the co-curricular stipend. (If no class is offered, these activities may be compensated through the flexible stipend allocations.) Payment of the stipend is for the minimum number of performances or events specified on the co-curricular table.

If the teacher of the Speech and Debate Class does not wish to coach the team at tournaments or other events outside of the school day and declines the co-curricular stipend, buildings can hire of a Debate Coach or Coaches using the co-curricular stipend for debate.

b. A performance or event is defined as an activity that occurs outside of the school day. An event may be in the form of a concert, performance, competition, or publication.

c. A staff member and administrator may agree to perform a greater number of events than specified on the co-curricular schedule, but no additional

stipend compensation is provided. A staff member and administrator may agree to do fewer events and receive a pro-rated stipend.

2. Leadership

Leadership stipends are assigned by the building principal for specific assistance with leadership. Examples include School Leadership Teams, grade level or vertical team leaders, and school improvement plan leaders. These are annual assignments, currently compensated at $2,000 and cannot be broken into multiple pieces or combined.

3. Department

There are certain aspects of departments that are logistical in nature. Ordering supplies and managing department textbooks are examples of the type of work to be compensated in $250 units. While the units are constant, they can be combined in different ways to meet the needs of different departments. The total units awarded by the administrator cannot exceed the school's allocation.

For elementary schools, one department head stipend is for elementary safety patrol. For K-8 schools, three department head stipends are for safety patrol and science lab management. For secondary schools, at least one of these department head units must be used for chemical hygiene and eyewash and shower wash management. For all schools, two of the department stipends are for the ESA Nurse and FWEA Appointed representation on the Safety Committee.

C. Stipends Related to School Programs and Objectives

1. Flexible and Intramural

Stipend units are set at $250. Based on the decision of the School Stipend Committee, multiple units may be awarded to support a specific activity. Intramurals are to be offered and funded through this allocation.

2. Allocation of Flexible and Intramural Stipends

a. Each School Stipend Committee (SSC) will consist of one (1) building principal/designee and two (2) staff members designated by the Association. The School Stipend Committee (SSC) will allocate the school's budgeted allocation in units of $250. The SSC will make a determination of how many units will be awarded for each activity at the school. There is no limit to the number of units that may be assigned to an activity.

b. The SSC will make the determination based on the responsibility and commitment required of the individual assigned to the activity. While the time required for the assignment may be considered, there is no intent to

award these stipends based on an hourly rate of pay. Units may not be divided into fractions of units, i.e., the stipend must be a multiple of $250.

c. School Stipend Committee Process

i. The SSC will establish a timeline for proposals and applications and notify staff members of the process. The communications will encourage all interested staff members to participate.

ii. Proposals for new positions/activities/clubs will include: purpose, anticipated number of students involved, and frequency of meetings/functions.

iii. The SSC will review new proposals and previously funded activities and determine the positions and units that will be funded for the school year.

iv. Staff members will be notified of the positions that will be funded and given an opportunity to express interest before administration determines who will be assigned to each position.

v. The SSC is responsible for fully allocating the school allocation. At the end of the year, any unspent funds will be returned to the District.

d. Compensation for Stipends

Compensation for stipends will be consistent with the tables that are part of this agreement (District and School Stipends and Co-Curricular tables). Benefits no longer need to be backed out of the stipend allocations provided in the school operating budget. Stipends of $250 or less will be paid at the conclusion of the activity. Stipends greater than $250 will be paid in equal increments or at the conclusion of the activity.

e. Event Supervision

For school events that require additional adult supervision/chaperones (for example, dances, sporting events, concerts, walk-a-thons), $50 per event is provided as compensation through a timesheet. The principal or designee assigns event supervisors.

Article 15 – Leaves

Section 15.1 – Leaves with Pay

A. General Provisions and Definitions

1. With the exception of wellness leave, paid leaves are not accumulative year to year.

2. Leaves for part-time staff will be prorated. Part-time staff are staff who work less than one hundred eighty (180) working days, or one who is employed for one hundred eighty (180) or more working days that are less than full time.

3. A “day” of absence will be defined as the length of the working day in the case of full-time staff, or the number of assigned daily hours in the case of part-time staff.

4. Notice of a pending absence will be provided as early as possible to assist in providing coverage.

5. The provisions for paid leave will apply to guest employee staff while in a position of continuous service for twenty-one (21) or more days, excluding wellness leave.

B. Court Action

When called by a court, a staff member will be reimbursed at the regular rate of pay for up to fifteen (15) days for time lost. When a staff member is subpoenaed to appear in court on behalf of the District, the District will pay to the staff member that staff member’s per diem pay for each full day spent in court when such court appearance occurs on a non-contracted workday. Any pay, not to include mileage or reimbursed expenses, drawn by a staff member from the court as a result of being subpoenaed will be paid to the District.

The provisions above will not apply and will be considered leave without pay when a staff member appears as the plaintiff, claimant, or defendant on the staff member’s own behalf or in any action or proceeding in which the District or its agents are a party unless said staff member is subpoenaed by the District.

C. Jury Duty

Staff will be allowed to serve on jury duty when summoned to perform such services. The staff member will receive regular rate of pay for jury service. Any compensation received for such service, not to include mileage, up to an amount equal to regular pay, will be surrendered to the District.

D. 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.

E. Wellness Leave

1. Importance of Employee Wellness

Employees are encouraged to protect the physical and mental health of themselves and their families and are entitled to use their wellness leave to do so. If staff welfare is addressed, staff will be better prepared to continue the quality education of students.

2. Amount of Leave, Accumulation, Transfer and Cash-Out

The Board will provide each full time staff member twelve (12) days of wellness leave per contract year. Leave not taken during the year will be accumulated from year to year for use purposes up to the length of the contract year (i.e., 186 days) and for cash-out purposes up to 180 days. Any staff who accumulates more than 60 days of wellness leave may participate in the annual leave cash out program to the extent allowed by law. Wellness leave will be transferred to other districts as sick leave, and sick leave transferred to the District will be accounted for as wellness leave. Wellness leave is eligible for cash-out at retirement to the extent allowed by law.

3. Benefits of Accumulation

The amount of wellness leave provided each year, and the ability to accumulate such leave from year to year, is intended to provide employees with an opportunity to build a short-term financial safety net for planned and unplanned health and family needs occurring in the future which may require more than the annual amount of earned leave. Leave which is saved and cashed out upon separation from service can also provide a valuable financial bridge for health care costs incurred during retirement. The District and Association will periodically partner on informational initiatives to employees on the value of using and accumulating wellness leave for these purposes.

4. Permitted Uses

Wellness leave is intended to be utilized for personal and family illness, medical and legal appointments, emergencies, and the occasional personal or family event that cannot be scheduled outside of the workday. Such use of wellness

will be at the discretion of the staff member and the staff member's professional judgment recognizing the necessity of maintaining the educational program and the limited resources of guest employee coverage. Wellness leave shall not be used for regularly shortening the workweek, regularly attending classes to pursue advanced degrees, internships, activities or responsibilities related to an outside business, and other employment. Staff members who appear to violate the intended purpose of wellness leave may be asked by the District to explain leave previously taken and/or be required to document subsequent use, and may be subject to discipline or have other restrictions placed on utilization of wellness leave in accordance with Section 3.3.A.

5. Parameters on Use

a. Prearranged wellness leave may not be taken during the first five (5) days of school, last five (5) days of school, Student Led Conference (SLC) days, and student contact days waived by the State Board of Education.

b. A staff member may not use more than one wellness day each year for a non-illness purpose on the 8 school days scheduled adjacent to the Thanksgiving Break, Winter Break, Spring Break, and Memorial Day holiday. Exceptions may be granted by the employee's supervisor.

c. Each employee who does not use any wellness leave on the 8 days in paragraph b above will be given one day of sub pay in the August paycheck. If this paragraph does not decrease the cost of leave in the 2022-23 school year, the District may reopen the wellness leave provisions of the CBA for the 2023-24 school year.

d. Prior to scheduling extended wellness leave in excess of four (4) consecutive days, the staff member will meet with the staff member's supervisor at least two (2) weeks in advance. The purpose of this meeting is to ensure a plan that addresses guest employee coverage, lesson plans for the guest employee, minimizing impact on the school, and any communications with parents or colleagues that might be necessary.

6. The Association and the District will continue to monitor the wellness leave program and make adjustments as needed to maintain the viability of the program.

F. Military Leave

Any staff member 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 30 and under the following conditions:

1. The staff member has given prior notification to the immediate supervisor of the date the staff member is to report for military duty.

2. The staff member provides a signed copy of orders requiring 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.

3. The military leave of absence is needed so that the staff member may report for active duty when called, or take part in active training duty in such a manner and at such time as the staff member 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 staff member is entitled if the staff member is required to report during regular work assignments.

G. Attendance at Professional Meetings, Institutes, and Conferences

Leave for staff to attend professional meetings, institutes, and conferences will be at the discretion of the Superintendent or designee. When a staff member is authorized by the Superintendent or designee to officially represent the District at such meetings, reimbursement for travel expenses will be in accordance with Board procedures.

H. Association Absence

Fifty (50) days leave per year will be granted staff for conducting Association business. The fifty (50) days may be used in any combination. These days will be reimbursed to the District at the base guest employee rate of pay. Leave will be granted at the request of the Association President. The Association may be allowed additional leave at the discretion of the Superintendent.

When an Association representative(s) attends a meeting scheduled during the workday by the District, the Association will not be charged for the release time.

The parties have a commitment to continue a collaborative process of meeting the interests and resolving issues and problems identified by the parties. The specific process will be mutually agreed to and sufficient resources will be provided by both parties to jointly plan, provide training, and facilitate the process. Association representatives to collaborative teams will receive release time to participate in joint meetings.

Section 15.2 – Leave Sharing

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 A.1.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 15.3 – Leave without Pay

Some important information to remember is that when a staff member takes leave without pay, it impacts the remaining monthly pay for the school year, it reduces contributions and may reduce service credit for retirement, and it may jeopardize eligibility for health benefits under SEBB and movement on the salary schedule.

A. A staff member who has completed a year of service with the District may request one (1) year of leave without pay by submitting a written request to Human Resources. Upon the recommendation of the Superintendent and with the concurrence of the Board, the leave without pay may be granted. Applications will be submitted prior to April 15 for leaves beginning in the next year. The decision will be made within thirty (30) days of submission to Human Resources.

B. A staff member may request a leave of more than thirty (30) days but less than a year by submitting a written request to their principal who will forward the request with a recommendation to Human Resources for a decision. These requests will be submitted thirty (30) days in advance of the need to take the leave, emergencies excepted. The decision will be made within fourteen (14) days of submission to Human Resources.

C. A staff member may request a leave of less than thirty (30) days by submitting a written request to the principal who will forward the staff member's request with the principal's recommendation to Human Resources for a decision. These requests will be submitted two (2) weeks in advance of the need to take the leave, emergencies excepted. The decision will be as soon as possible.

D. A staff member may request only one (1) leave without pay each year.

E. Approved reasons for granting leaves are:

1. Study (related to the assignment of the staff member, the School Improvement Plan, the goals of the District, or essential learning requirements)

2. Parental

3. Required military service

4. Exchange teaching assignment as approved in advance by Human Resources.

5. Foreign teaching for the U.S. Government

6. Service in the Peace Corps or VISTA

7. A teaching or professional experience which will enhance the building, program, or District goals

8. Health or hardship. Leaves due to health are typically covered by the Family Medical Leave Act.

9. Such other purposes determined by the Board to be in the best interests of the District.

10. Legislative or other elected official responsibilities

11. Emergency/Extenuating Circumstances (For example: to attend the graduation of an immediate family member)

F. Requests for extensions will be in writing, addressed to Human Resources, and received not later than April 15.

G. Staff on unpaid leave may request to be a guest employee for the District. Authorization to be a guest employee for the District will be decided on a case-by-case basis.

H. A staff member must notify Human Resources prior to April 15 of intent to return.

A staff member returning from a leave of one (1) year or less will be returned to the position held prior to going on leave. If the position no longer exists, the staff member will be placed in the same school (or program). Staff members returning from more than one (1) year of leave will be placed by Human Resources in a vacancy for which they are qualified when a position becomes available. Placement will be in accordance with the assignment and transfer provisions of this Agreement. If either an enrollment-driven involuntary transfer or a financially-driven reduction in force is in effect at the time the staff member plans to return to the District, the staff member will be subject to the terms and conditions of the involuntary transfer or reduction in force provisions of this Agreement as if leave had not been taken.

I. The staff member's position on the salary schedule will be maintained.

J. If requested, the District will provide the Association with the name, position, building assignment, and duration of leave for all staff on approved leave.

K. Staff on leave without pay may choose to pay their total insurance premiums in order to continue their insurance coverage via COBRA under SEBB rules. The Board will pay the employer's portion of insurance premiums of a staff member using up to twelve (12) weeks of leave under FMLA.

L. A staff member on leave without pay does not accumulate additional wellness leave, but does not lose accumulated leaves.

M. Exceptions to the rules and procedures for obtaining leaves may be requested of Human Resources.

Section 15.4 – 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). For FMLA eligibility only, the Responsibility contract, Section 7.3.C, will count as 186 hours towards the 1,250 hours of service.

Section 15.5 – 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.

Section 15.6 – Drug and Alcohol Addiction Treatment

Any staff member who participates in substance abuse treatment is entitled to wellness leave and other rights and benefits provided to other staff members who are experiencing illness. Additionally, such employee may be eligible for job-protected leave under the FMLA and PFML.

The Employee Assistance Program (EAP) is a confidential program designed to promote the health, safety and well-being of public service employees. Drug and alcohol counseling services may be available to employees through the EAP.

Section 15.7 – Lesson Plans

A. Employees requiring guest employees when absent will provide lesson plans, information about the health and behavioral needs of students, and positive behavioral support systems necessary to maintain instructional continuity and positive learning experiences for students. Emergency guest employee plans should be reviewed and updated, if necessary, at least once midyear and principals are encouraged to remind employees to do so.

B. When a teacher is requested by an administrator and agrees to create lesson plans or assumes reporting responsibilities for an absent colleague, the teacher will be compensated at the professional rate for a mutually-agreed upon number of hours. The expectation is that a long-term substitute will normally be responsible for their own lesson planning and reporting.

Article 16 – Grievance Procedure

Section 16.1 – 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 16.2 – Definitions

A. A “grievant” shall mean a staff member or group of staff members included in the bargaining unit represented by the Association or the Association.

B. A “grievance” is any claim of an 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 as a maximum.

Section 16.3 – 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 16.4 – 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 16.5 – 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 staff member because of the staff member'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. All such documents, communications, and records, excepting a record of the grievance and final adjustment, will be destroyed following the resolution of the grievance.

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 hearings 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 or more staff members from one or more buildings or one 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 a staff member, 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 decisions or actions of ESC managers and directors that are not the immediate supervisor of the grievant will be filed at Level II.

L. Staff may not grieve evaluation conclusions or observations.

M. Decisions regarding requests for unpaid leaves may be pursued through Level II but will not be eligible for arbitration.

Section 16.6 – 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 staff member'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 ten (10) days after 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, or to a statutory hearing (Section C below) within the timelines in the law. 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 authority to rule on any and all questions of arbitrability.

2. The arbitrator shall have authority to make decisions and to provide appropriate remedies on all provisions 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.

C. Statutory Hearing

The staff member or the Association may choose to appeal discipline involving adverse action through the statutory hearing process as alternative to options A and B above.

Article 17 – Duration and Renewal

Section 17.1 – Duration

This Agreement will become effective on September 1, 2024, and will continue in effect until August 31, 2027. All provisions of this Agreement will remain in full force and effect from the date of its execution until the date of its termination.

During the duration of this Agreement the parties mutually agree to resolve problems that arise. The parties commit to continue a collaborative process to meet the interests and resolve problems identified by the parties. The process will be mutually agreed to and sufficient resources will be provided to jointly train collaborative teams and, if necessary, to facilitate the process.

Calendar: The student and staff calendar will be negotiated at least one (1) year in advance of the year it is to be in effect. The Board will have the right to exercise its discretion to adopt the school year student calendar should negotiations not be completed by May 1.

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.

If the legislature increases state and/or local revenue formulas or if the budgeted spending on universal compensation for certificated instructional staff falls below 35.5% of anticipated revenues, the parties will immediately meet to discuss the impact on staffing, compensation, and fund balance.

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. Nothing bargained may violate compensation limitations imposed by state law or subject the District to a state funding penalty.

Section 17.2 – Renewal and Succession of Agreement

Provided that no written agreement has been made between the parties to extend this Agreement in whole beyond the termination date, the parties to this Agreement will enter into negotiations for a successor Agreement no later than March 31, 2027.

Appendices and Forms

Appendix A – Eight State Criteria

CEL 6D+™ Teacher Evaluation Rubric 2.0 At a Glance
For Use in the 2014-15 School Year-Version 1.1

Criterion 1	Criterion 2	Criterion 3
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CEL 60+ liM Teacher Eval:uaiti:on !Rubric 2◆0 At a Glanoe

For IIJse in the 2014--1,5 Sdoool Year - Version 1..1

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Appendix B – Inquiry Cycle (CEL)

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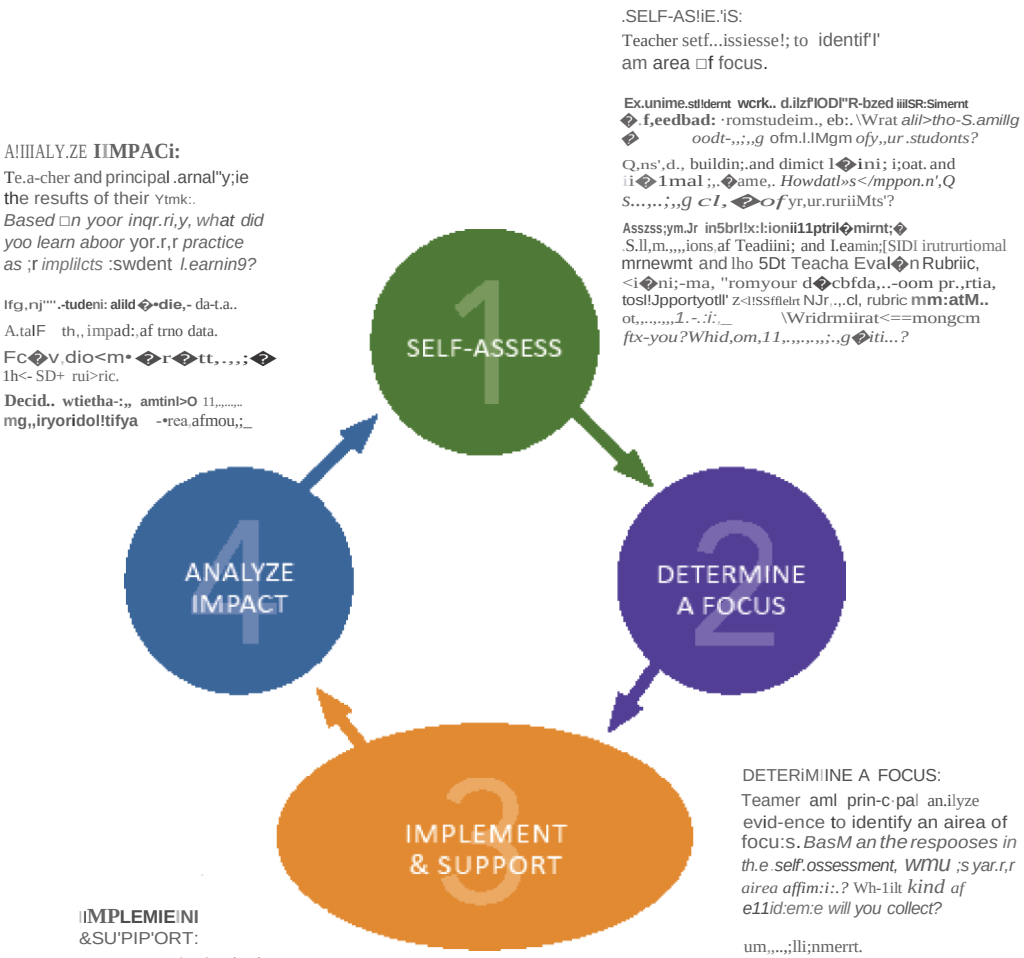
SD-+ Inquiry Cycle



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Appendix C – Inquiry Overview

Federal Way
P11hlk. mr-d

Federal Way Pre-Inquiry Conference
(Comprehensive Only)

J;eacher: | Date of Coofiereoce:

This wil!be our agenda for your Pre·lnquiry Conkrence. Plea:se come to the oonfer-enre ready to answer these q.uesliolJs baset:fon ¥WI' se/fc.,assessment and protess;onal pradice with reference to the CB. 5D'f

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Federal Way Public Schools
Comprehensive Evaluation Rating Form

TEACHER: **DATE:** ☐ **FORMATIVE (Winter Conference)**

EVALUATOR: **GRADE/SUBJECT TAUGHT:** ☐ **SUMMATIVE (End of Year Conference)**

Criterion	Instructional Framework Alignment	Indicator Score	Comments and Overall Score
1— **Centering instruction on high expectations for student achievement.**	***Purpose:*** **P 1**: Learning target(s) connected to standards **P 4**: Communication of learning target(s) **P 5**: Success criteria ***Classroom Environment & Culture:*** **CEC 2**: Learning routines	**P 1** U☐ B☐ P☐ D☐ **P 4** U☐ B☐ P☐ D☐ **P 5** U☐ B☐ P☐ D☐ **CEC 2** U☐ B☐ P☐ D☐	**Comments:** **U** ☐1 **B** ☐2 **P** ☐3 **D** ☐4
2-- **Demonstrating effective teaching practices**	***Student Engagement:*** **SE 1**: Quality of questioning **SE 4**: Opportunity and support for participation and meaning making **SE 5**: Student talk ***Curriculum & Pedagogy:*** **CP 5**: Use of scaffolds	**SE 1** U☐ B☐ P☐ D☐ **SE 4** U☐ B☐ P☐ D☐ **SE 5** U☐ B☐ P☐ D☐ **CP 5** U☐ B☐ P☐ D☐	**Comments:** **U** ☐1 **B** ☐2 **P** ☐3 **D** ☐4
3-- **Recognizing individual student learning needs and developing strategies to address those needs**	***Student Engagement:*** **SE 2**: Ownership of learning **SE 3**: Capitalizing on students' strengths	**SE 2** U☐ B☐ P☐ D☐ **SE 3** U☐ B☐ P☐ D☐	**Comments:**

U=UNSATISFACTORY B=BASIC P=PROFICIENT D=DISTINGUISHED

Federal Way Public Schools

Comprehensive Evaluation Rating Form

	Curriculum & Pedagogy: **CP 4:** Differentiated instruction for students ***Assessment for Student Learning:*** **A 4:** Teacher use of formative assessments	**CP4** UOBOPODO **A4** u☐B☐P☐D☐ u☐1 1s☐2	
Providing clear and intentional focus on subject matter content and curriculum	***Purpose:*** **P 2:** Lessons connected to previous and future lessons, broader purpose and transferable skill ***Curriculum & Pedagogy:*** **CP 1:** Alignment of instructional materials and tasks **CP 2:** Teacher knowledge of content **CP 3:** Discipline-specific teaching approaches ***Purpose:*** **P 3:** Design of performance task	**P2** UOBOPODO **CP 1** UOBOPODO **CP2** UOBOPODO U B P D **P3** UOBOPODO	**Comments:** u 1 e 2 P03 D04
5-- **Fostering and managing a safe, positive learning environment**	***Classroom Environment & Culture*** **CEC 1:** Classroom arrangement and resources **CEC 3:** Use of learning time **CEC 4:** Student Status **CEC 5:** Norms for learning	**CEC 1** UOBOPODO **CEC3** UOBOPODO **CEC4** ul BI PI o **CEC 5** u B P o	**Comments:** U 1 B 2 p 03 o
6-- **Using multiple student data elements to modify instruction and improve student learning**	***Assessment for Student Learning:*** **A 1:** Student self-assessment **A 2:** Student use of formative assessments over time **A 3:** Quality of formative assessment methods **A 5:** Collection systems for formative assessment data	**AI** U☐B☐P☐D☐ **A2** u☐B☐P☐o☐ **A3** u☐B☐P☐o☐ **AS** UOBOPODO	**Comments:** U D1 B D2 PI 13 DI 14
7--	***Professional Collaboration & Communication*** **PCC 2:** Communication and collaboration with parents and guardians	**PCC2** u☐e☐P☐o☐	**Comments:**

U=UNSATISFACTORY B=BASIC P=PROFICIENT D=DISTINGUISHED

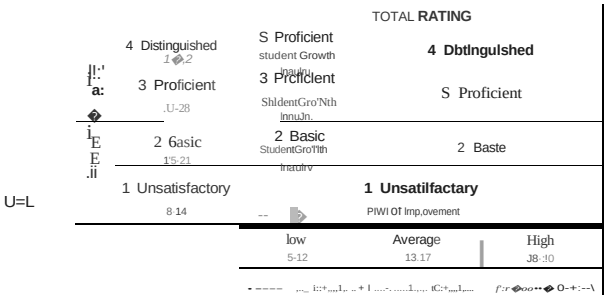
Federal Way Public Schools

Comprehensive Evaluation Rating Form

Communicating and collaborating with parents and the school community	**PCC 3:** Communication within the school community about student progress	**PCC3** u☐s☐P☐o☐	u D1 | **B** D2 | **p** 03 | **D** 04
8- **Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning**	***Professional Collaboration & Communication*** PCC 1: Collaboration with peers and administrators to improve student learning **PCC 4:** Support of school, district, and state curriculum, policies and initiatives **PCC 5:** Ethics and advocacy	**PCC 1** u☐s☐P☐o☐ **PCC4** u s P o **PCC 5** u☐s☐P☐o☐	**Comments:** u D1 | **B** D2 | p 03 | D LJ4
		Total Criteria Score:	
U **8-14** | B 15-21 | P 22-28 | D 29-32 | ***Preliminary Overall Criterion Rating:***			
Overall Comments:			

Student Growth		
3-Sub groups of students	SG 3.1 Establish student growth goal(s)	u01 B02 P03 D04
	SG 3.2 Achievement of student growth goal(s)	u 1 B02 P03 D04
6-Classroom	SG 6.1 Establish student growth goal(s)	u01 B02 P03 D04
	SG 6.2 Achievement of student growth goal(s)	u01 B02 P03 D04
8-Team	SG 8.1 Establish team student growth goal(s)	u01 s 2 PD 3 o04
Low 5-12 | Average 13-17 | High 18-20		Student Growth Rating: (numeric value)

Summatlve Rating & Impact on Student Leaming MatriK



Federal Way Public Schools

Comprehensive Evaluation Rating Form

Evaluator use the Summative Rating and Impact on Student Learning Matrix to determine the Teacher's TOTAL RATING and check the appropriate **box.**
The Teacher's TOTAL RATING is (check one)

D Distinguished D Proficient D Basic D Unsatisfactory

D Proficient with Student Growth Inquiry 0 Basic with Student Growth Inquiry

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

Appendix E – Professional Learning Focus / Student Growth Goal Form

WA State Criteria Student Growth Rubrics

for use through 2023-24 school year

Student Growth Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.			
Student Growth 3.1: Establish Student Growth Goal(s)			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished – 4**
Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
Student Growth 3.2: Achievement of Student Growth Goal(s)			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished – 4**
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.
Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			
Student Growth 6.1: Establish Student Growth Goal(s)			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished – 4**
Does not establish student growth goal(s) or establishes inappropriate goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for students in collaboration with students and parents. These whole classroom goals align to school goal(s). Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).

Student Growth 6.2: Achievement of Student Growth Goal(s)			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished – 4**
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.
Student Growth Criterion 8: Exhibiting collaborative and collegial practice focused on improving instructional practice and student learning.			
Student Growth 8.1: Establish Team Student Growth Goal(s)			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished – 4**
Does not collaborate or reluctantly collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Does not consistently collaborate with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Leads other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.

WA State Criteria Student Growth Rubrics

For use in 2024-25 school year

Student Growth Criterion 3: Recognizing individual learning needs and developing strategies to address those needs.			
Student Growth 3.1: Establish Student Growth Goal – *Alignment of this goal with Criterion 3 provides educators the opportunity to attend to a smaller group of individual students and to monitor progress of each and every student in this identified group.*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished – 4**

The teacher does not develop a student growth goal for a group of students within a class who are not yet reaching full learning potential. OR The teacher does not explain how the **knowledge of individual students** informed the goal. The goal does not address an **essential standard** for the teacher's content and grade level. The goal does not require students' **cognitive or emotional engagement**. The teacher does not communicate with students' families about the goal.	The teacher develops a student growth goal for a group of students within a class who are not yet reaching full learning potential. The teacher explains how the **knowledge of students** informed the goal for the students as a group, but not as individuals. The goal addresses an **essential standard** for the teacher's content and grade level. The goal requires students' **cognitive and emotional engagement**. The teacher communicates the goal to students' families.	The teacher develops a student growth goal for a group of students, within a class, who are not yet reaching full learning potential. The teacher explains how the **knowledge of individual students** informed the goal in specific ways. The goal addresses an **essential standard** for the teacher's content and grade level. The goal requires students' **cognitive and emotional engagement**. The teacher seeks and considers, when provided, input from students' families in developing the goal.	The teacher develops a student growth goal for a group of students, within a class, who are not yet reaching full learning potential. The teacher explains how the **knowledge of individual students** informed the goal in specific ways. The goal addresses an **essential standard** for the teacher's content and grade level. The goal requires students' **cognitive and emotional engagement**. The teacher seeks and considers, when provided, input from students' families in developing the goal. The teacher explains to supervisor how the goal yields opportunities for leadership or for collaboration with colleagues to advance their own or their collective professional learning.

Student Growth Criterion 3: Recognizing individual learning needs and developing strategies to address those needs.			
Student Growth 3.2: Achievement of Student Growth Goal – *The intention is for an educator to learn and reflect on how to adjust instruction to advance student learning.*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished – 4**
The teacher provides evidence of student progress on the stated learning goal from only summative assessments. There is no evidence of **student engagement in assessment** of their own progress. There is no evidence of opportunities for students to share **feedback on how they experienced the learning**. The teacher does not provide evidence of reflecting on how the learning activities and instructional decisions impacted student learning progress. The teacher does not identify the next steps for instruction OR the next steps are uninformed by information about students' progress.	The teacher provides evidence of student progress on the stated learning goal, which includes both **formative and summative assessments**. There is limited evidence of **student engagement in assessment** of their own progress. There is limited or no evidence of opportunities for students to share **feedback on how they experienced the learning**. The teacher reflects with supervisor on student learning progress overall, but not for specific students. The reflection may not establish how the learning activities and instructional decisions impacted student progress. The teacher's identified next steps for instruction are uninformed by student progress and students' experience of learning.	The teacher provides evidence of student progress on the stated learning goal, which includes both **formative and summative assessments**. There is evidence of **student engagement in assessment** and student monitoring of their own progress. There is evidence of opportunities for students to share **feedback on how they experienced the learning.** The teacher reflects with supervisor on the learning progress for the individual students in this group; the reflection includes an analysis of how the learning activities and instructional decisions impacted student progress. The teacher uses information from student progress and students' experience of learning to guide their next steps for instruction.	The teacher provides evidence of student progress on the stated learning goal, which includes both **formative and summative assessments**. There is evidence of **student engagement in assessment** and student monitoring of their own progress. There is evidence of opportunities for students to share **feedback on how they experienced the learning.** The teacher reflects with supervisor on learning progress for the individual students in this group; the reflection includes an analysis of how the learning activities and instructional decisions impacted student progress. The teacher uses information from student progress and students' experience of learning to: • Guide their next steps for instruction, and • Effect changes in instructional practice or professional learning beyond their own classroom or context.

Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			
Student Growth 6.1: Establish Student Growth Goal – *Alignment of this goal with Criterion 6 provides educators the opportunity to use multiple data elements, including knowledge of students, to plan instruction and advance their learning.*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished – 4**
The teacher does not develop a student growth goal. OR The teacher does not explain how the **knowledge of students** informed the goal. The goal does not address an **essential standard** for the teacher's content and grade level. The goal does not require students' **cognitive or emotional engagement**.	The teacher develops a student growth goal for students in one grade level or class. The teacher uses a single data element to explain how the **knowledge of students** informed the goal. The goal addresses an **essential standard** for the teacher's content and grade level. The goal requires students' **cognitive and emotional engagement**.	The teacher develops a student growth goal for students in one grade level or class. The teacher uses multiple data elements to explain how the **knowledge of students** informed the goal. The goal addresses an **essential standard** for the teacher's content and grade level. The goal requires students' **cognitive and emotional engagement**.	The teacher develops a student growth goal for students in one grade level or class. The teacher uses multiple data elements to explain how the **knowledge of students** informed the goal. The goal addresses an **essential standard** for the teacher's content and grade level. The goal requires students' **cognitive and emotional engagement**. The teacher explains to supervisor how the goal yields opportunities for leadership or for collaboration with colleagues to advance their own or their collective professional learning.

Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			
Student Growth 6.2: Achievement of Student Growth Goal – *The intention is for an educator to learn and reflect on how to adjust instruction to advance student learning.*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished – 4**

The teacher provides evidence of student progress on the stated learning goal from only summative assessments. There is no evidence of **student engagement in assessment** of their own progress. There is no evidence of opportunities for students to share **feedback on how they experienced the learning**. The teacher does not provide evidence of taking responsibility for student learning progress. The teacher does not identify the next steps for instruction OR the next steps are uninformed by information about students' progress.	The teacher provides evidence of student progress on the stated learning goal, which includes both **formative and summative assessments**. There is limited evidence of **student engagement in assessment** of their own progress. There is limited or no evidence of opportunities for students to share **feedback on how they experienced the learning**. The teacher reflects with supervisor on student learning progress generally. The reflection may be missing an analysis of why students did or did not make progress, and/or next steps for groups of students or individuals. The teacher's identified next steps for instruction are uninformed by student progress and students' experience of learning.	The teacher provides evidence of student progress on the stated learning goal, which includes both **formative and summative assessments**. There is evidence of **student engagement in assessment** and student monitoring of their own progress. There is evidence of opportunities for students to share **feedback on how they experienced the learning.** The teacher reflects with supervisor on the learning progress for three groups of students: Students who • exceeded the learning goal • met or nearly met the learning goal • did not yet meet the learning goal The reflection includes analysis of why students did or did not make progress, and next steps for each group. The teacher uses information from student progress and students' experience of learning to guide their next steps for instruction	The teacher provides evidence of student progress on the stated learning goal, which includes both **formative and summative assessments**. There is evidence of **student engagement in assessment** and student monitoring of their own progress. There is evidence of opportunities for students to share **feedback on how they experienced the learning.** The teacher reflects with supervisor on the learning progress for three groups of students: Students who • exceeded the learning goal • met or nearly met the learning goal • did not yet meet the learning goal The teacher uses information from student progress and students' experience of learning to: • Guide their next steps for instruction, and • Effect changes in instructional practice or professional learning beyond their own classroom or context

Student Growth Criterion 8: Exhibiting collaborative and collegial practice focused on improving instructional practice and student learning.			
Student Growth 8.1: Establish Student Growth Goal – *Alignment of this goal with Criterion 8 provides educators the opportunity to learn together how to impact student learning and advance their knowledge and practice of teaching as a profession. Since the focus is on learning together by setting the goal, there is no rubric associated with reflecting on the progress students made. However, reflective discussion about student progress in this collaborative setting aligns with many professional educator practices and is an opportunity to further deepen the learning.*			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished – 4**
The teacher does not collaboratively develop the student growth goal. OR Collaboration does not yield a goal that: • Is informed by **knowledge of students** • Addresses an **essential standard** for the teacher's content and grade level • Require **cognitive or emotional engagement** The teacher undermines team's ability to make and implement team decisions and/or does not follow through with team decisions regarding instruction and assessment.	The teacher collaborates with other grade, school, or district team members to develop the student growth goal. The team uses a single data element to explain how **knowledge of students** informed the goal. The goal addresses an **essential standard** for the teacher's content and grade level. (Goal may not necessarily be the same for all team members.) The goal requires students' **cognitive and emotional engagement**.	The teacher collaborates with other grade, school, or district team members to develop the student growth goal. The team uses multiple data elements to explain how **knowledge of students** informed the goal. The goal addresses an **essential standard** for the teacher's content and grade level. (Goal may not necessarily be the same for all team members.) The goal requires students' **cognitive and emotional engagement**. The teacher follows through with team decisions regarding instruction and assessment.	The teacher collaborates with other grade, school, or district team members to develop the student growth goal. The team uses multiple data elements to explain how **knowledge of students** informed the goal. The goal addresses an **essential standard** for the teacher's content and grade level. (Goal may not necessarily be the same for all team members.) The goal requires students' **cognitive and emotional engagement**. The teacher follows through with team decisions regarding instruction and assessment. The teacher helps develop other team members' capacity to be effective.

Appendix F – Salary Schedule

Federal Way Public Schools
Certificated Salary Schedule for 2024-25
Based on a 186 Day Calendar

Years of Service	Elements	BA	BA+45	BA+90	MA	**MA+45	MA+90] OR PhD
0	Base Salary	62,904	65,734	68,693	71,785	75,013	78,389
	10.67% Responsibility	6,712	7,014	7,330	7,659	8,004	8,364
	Total	69,616	72,748	76,023	79,444	83,017	86,753
1	Base Salary	64,162	67,050	70,066	73,219	76,515	79,956
	10.67% Responsibility	6,846	7,154	7,476	7,812	8,164	8,531
	Total	71,008	74,204	77,542	81,031	84,679	88,487
2	Base Salary	65,445	68,390	71,468	74,682	78,045	81,555
	10.67% Responsibility	6,983	7,297	7,626	7,969	8,327	8,702
	Total	72,428	75,687	79,094	82,651	86,372	90,257
3	Base Salary	66,754	69,756	72,897	76,175	79,605	83,189
	10.67% Responsibility	7,123	7,443	7,778	8,128	8,494	8,876
	Total	73,877	77,199	80,675	84,303	88,099	92,065
4	Base Salary	68,089	71,152	74,357	77,700	81,198	84,851
	10.67% Responsibility	7,265	7,592	7,934	8,291	8,664	9,054
	Total	75,354	78,744	82,291	85,991	89,862	93,905
5	Base Salary	69,451	72,576	75,843	79,257	82,821	86,548
	10.67% Responsibility	7,410	7,744	8,092	8,457	8,837	9,235
	Total	76,861	80,320	83,935	87,714	91,658	95,783
6	Base Salary	70,838	74,027	77,359	80,840	84,479	88,280
	10.67% Responsibility	7,558	7,899	8,254	8,626	9,014	9,419
	Total	78,396	81,926	85,613	89,466	93,493	97,699
7	Base Salary	72,257	75,510	78,905	82,456	86,170	90,046
	10.67% Responsibility	7,710	8,057	8,419	8,798	9,194	9,608
	Total	79,967	83,567	87,324	91,254	95,364	99,654
8	Base Salary	73,701	77,018	80,484	84,104	87,891	91,846
	10.67% Responsibility	7,864	8,218	8,588	8,974	9,378	9,800
	Total	81,565	85,236	89,072	93,078	97,269	101,646
9	Base Salary	75,174	78,559	82,093	85,789	89,649	93,681
	10.67% Responsibility	8,021	8,382	8,759	9,154	9,566	9,996
	Total	83,195	86,941	90,852	94,943	99,215	103,677
10	Base Salary	78,183	81,702	85,379	89,220	93,235	97,431
	10.67% Responsibility	8,342	8,718	9,110	9,520	9,948	10,396
	Total	86,525	90,420	94,489	98,740	103,183	107,827
11	Base Salary		84,971	88,793	92,787	96,964	101,327
	10.67% Responsibility		9,066	9,474	9,900	10,346	10,812
	Total		94,037	98,267	102,687	107,310	112,139
12	Base Salary		88,369	92,345	96,499	100,843	105,380
	10.67% Responsibility		9,429	9,853	10,296	10,760	11,244
	Total		97,798	102,198	106,795	111,603	116,624
13	Base Salary			96,038	100,359	104,875	109,595
	10.67% Responsibility			10,247	10,708	11,190	11,694
	Total			106,285	111,067	116,065	121,289
14	Base Salary			99,881	104,375	109,072	113,980
	10.67% Responsibility			10,657	11,137	11,638	12,162
	Total			110,538	115,512	120,710	126,142
15-19	Base Salary			103,874	108,548	113,434	118,539
	10.67% Responsibility			11,083	11,582	12,103	12,648
	Total			114,957	120,130	125,537	131,187
20-24	Base Salary			103,874	108,548	113,434	118,539
	10.67% Responsibility			11,083	11,582	12,103	12,648
	Longevity			2,150	2,150	2,150	2,150
	Total			117,107	122,280	127,687	133,337
25+	Base Salary			103,874	108,548	113,434	118,539
	10.67% Responsibility			11,083	11,582	12,103	12,648
	Longevity			4,300	4,300	4,300	4,300
	Total			119,257	124,430	129,837	135,487

BA+15, BA+30 are consolidated within BA+0, and steps 9 and 10 are added
As indicated, above, longevity stipends are added at step 20 for employees with Bachelors Degree +90 credits and above
***Employees who earned & reported BA+135 to the State prior to January 1, 1992 will be paid at the MA+45 level*

Appendix G – Stipends

Introduction: Certificated staff members who accept a supplemental employment contract for activities will be volunteers and will be paid in addition to their regular pay according to the following schedule. The Board retains the right to contract out to fill stipend positions for which there is no qualified, willing staff member.

A. Co-curricular Stipends

DISTRICT WIDE ACTIVITIES	$ AMOUNT
Summer School Teachers*	Per diem hourly
Professional Rate *	See Section 14.1.I
Music Coordinators	$5,000
TAP Coaches	$2,000
Elementary Principal Designee	$500

*The Summer School, Professional, and other hourly rates will be negotiated as necessary by the District and the Association.

B. District Co-Curricular Stipends

	Title	2022-23	Minimum Number of Events Outside School Day
HS	Band	$5,445	7 Performances/Contests
	Choir	$5,445	7 Performances/Contests
	Orchestra	$5,445	7 Performances/Contests
	Marching/Pep Band	$2,722	10 Games or 2 Parades/Competitions
	Drama	$5,445	6 Performances
	Debate	$5,445	8 Contests
	Journalism/Newspaper	$3,266	8 Publications
	Yearbook	$3,811	1 Publication
	Student Leadership	$3,266	4 events
MS	Band	$3,266	5 Performances/Contests
	Choir	$3,266	5 Performances/Contests
	Orchestra	$3,266	5 Performances/Contests
	Drama	$2,722	4 Performances
	Journalism/Newspaper	$2,722	8 Publications
	Yearbook	$2,722	1 Publication
	Student Leadership	$1,633	4 events
Elem/K-8	Music	$2,060	All students perform at least once

Notes:

- Co-Curricular stipends will increase by state-funded inflationary index annually.
- Must have a corresponding class on the schedule (otherwise it is a club and goes through the SSC process).
- If a staff member wants to do less than the minimum, stipends will be prorated.

- Can be shared/stacked.
- If the choir, band, and orchestra teachers all coordinate a concert on the same night, they each get “credit” for one.

C. Stipend Units Allocated per School

	Leadership $2000 each	Department* $250 each	Event Supervision $50 each	Flexible & Intramurals $250 each
Elementary	4	3	15	23
K-8	4	5	15	31
Middle School	4	12	30	58
High School	6	20	125	104
Small Secondary	4	4	15	32

*Two (2) Department stipends per building fund ongoing safety committee participation by FWEA members.

D. Testing Coordinator Stipend

Beginning in the 2024-2025 school year, Middle School Testing Coordinators will receive an annual stipend of $3,000.

Appendix H – Contract Waiver Request

Federal Way Public Schools
CONTRACT WAIVER REQUEST

Site/Program Seeking Waiver _____ Date _____

Contact Person _____ Phone _____

1. Description of program requiring the waiver:

2. Objectives to be accomplished by the program:

3. Section(s) of the contract to be waived:

4. Reasons a waiver is necessary to meet the objectives listed above:
   (Specifically, how does the existing contract language impede the achievement of the objectives?)

5. Has the building/unit decision-making process been followed in developing this request?

   ☐ Yes ☐ No

(Please attach a copy of the process to this application.) ***(over)***

6. What percentage of the participating FWEA-represented staff supports this waiver request?

7. Description of the dissenting/opposing viewpoint to the waiver request:

8. Contact person for the dissenting opinion: _____

9. Statement of how dissenting/opposing viewpoint is to be managed:

10. Are there costs associated with this change? If so, how will you provide for these costs?

11. Anticipated duration of the waiver:

12. Other waivers that may be required (i.e., Board policy, OSPI, WAC, etc.):

Routing:

Person completing this form keeps the original, gives one copy to the site administrator, sends one copy to FWEA, and sends one copy to Human Resources.

Approved ☐ Date_____ Denied ☐ Date _____

Appendix I – Contract Waiver Extension Request

Federal Way Public Schools
CONTRACT WAIVER EXTENSION REQUEST

Site/Program Seeking Waiver _____ Date _____

Contact Person _____ Phone _____

Date of Original Contract Waiver Request _____

1. Evaluation process (describe the process/method used to evaluate the success of this waiver):

2. Description of any changes in plan, participants, staff, effects. etc.:

3. Description of the dissenting/opposing viewpoint to the extension request:

4. Contact person for dissenting opinion _____

5. Statement on how dissenting/opposing viewpoint is to be managed:

Routing:

Person completing this form keeps the original, gives one copy to the site administrator, sends one copy to FWEA, and sends one copy to Human Resources.

Approved ☐ Date_____ Denied ☐ Date _____

Appendix J – CEL 5D+ Guiding Questions for Special Education

CENTER for EDUCATIONAL LEADERSHIP
UNIVERSITY OF WASHINGTON • COLLEGE OF EDUCATION

5D+™ Guiding Questions for Teachers and Principals Working with Profoundly Involved Students on an Individual Learning Plan

This document is intended to support the growth of teaching practice, the collaboration between teacher and principal, and the teacher evaluation process for teachers who work with students with more profound types of disabilities. The guiding questions can be used to help the principal and teacher identify evidence for indicators on the 5D+ Rubric for Instructional Growth and Teacher Evaluation that is specific to their student population and that would align with proficient and distinguished performance levels on the 5D+ Rubric. This evidence is identified as part of the process for determining an area of focus outlined in the 5D+ Inquiry Cycle.

PURPOSE

5D+ Rubric Indicator	Guiding Questions
P1, P2	How do the IEP goals and daily learning targets relate to the ongoing work of this classroom, to the daily lives of students beyond this classroom, to broader ideals such as problem solving and increasing independence over time?
P3	How do the daily tasks the students are engaged in connect to IEP goals?
P3	How do the daily tasks the students are engaged in provide for a progression of learning towards accomplishing the IEP goals?
P4	How are the IEP goals and daily learning targets communicated and made accessible to all staff and individual students?
P5	How does what the students are actually engaged in doing help them achieve the desired outcomes? How will you know your student has accomplished the learning target?
P5	How do students demonstrate their understanding about what they are learning and how they are learning it?

These guiding questions were developed by CEL in collaboration with the Beaverton, Bellingham, Enumclaw and Kent School Districts.

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4-6-17

STUDENT ENGAGEMENT

SD+ Rubric Indicator	Guiding Questions
SE1	How does the teacher use questions to engage the para-educator and/or the student in the student's learning?
SE2	How is the focus of learning regulated in the classroom?
SE2	What is the level and quality of intellectual work in which students are engaged (e.g. factual, recall, procedure, organization, self)?
SB	How do the IEP goals relate to foundational skills (e.g. daily routines, communication styles and self-regulation), generalized skills and students' assessed needs as learners?
SB	How do IEP goals directly relate to student needs based on performance and assessment?
SE3	What specific strategies and structures are in place to facilitate participation and meaning making by all students {e.g. visuals, communication devices, small grouping)?
SE4	What are the expectations of the student learning activity? How are they furthering student learning?
SE4	Is each student engaged in an activity? What does engagement look like for this student/group of students?
SE4	Do all students have access to participation? Why/why not?
SE4	What questions, statements, and actions does the teacher use to engage students to demonstrate participation with others?
SES	Are students encouraged to and able to use multi-model communication to interact in the learning environment (verbal, word approximations, sign language, communication devices, gestures, eye gaze)?

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CURRICULUM AND PEDAGOGY

5D+ Rubric Indicator	Guiding Questions
CP1	Are instructional materials aligned with the IEP goals that are relevant to the individual student?
CP1	How is the students' learning supported through the teacher's intentional use of instructional strategies and materials?
CP2	What does the instruction reveal about the teacher's understanding of how students learn, of disciplinary habits of thinking and of content knowledge?
CP3	Are teaching approaches aligned with the IEP goals that are relevant to the individual student?
CP3	How does the learning in the classroom reflect knowledge needed for real life experiences at home and in the community?
CP4	How does the content of the lesson provide opportunities for making progress on IEP goals?
CP4	How does the teacher differentiate instruction for students with different learning needs-academic background, life experiences, culture, language and ability?
CPS	How does the teacher scaffold learning to support the student's participation in meaning making?
CPS	How does the teacher scaffold learning to provide all students with access to participation in academic and social learning opportunities?
CPS	How does the teacher support the increasing independence of the student?

These guiding questions were developed by CEL in collaboration with the Beaverton, Bellingham, Enumclaw and Kent School Districts.

ASSESSMENT FOR STUDENT LEARNING

SD+ Rubric Indicator	Guiding Questions
A1	In what appropriate ways is the student made aware of their learning progress?
A2	Are goals and behavior plans clear to all staff and to the student?
A3	How does the instruction provide opportunities for all students to demonstrate learning? How does the teacher capitalize on those opportunities for the purposes of assessment?
A3	Are the assessment criteria, methods and purposes transparent and do they match IEP goals, objectives and/or learning target?
A3	How does the teacher's instruction reflect planning for assessment?
A3	How does the teacher use multiple forms of assessment, including teacher-created assessments, to inform instruction and decision making?
A3	How does the teacher gather information about student learning? How comprehensive are the sources of data from which he/she draws?
A4	How does the teacher's understanding of each student as a learner inform how the teacher pushes for depth and stretches boundaries of student thinking?
A4	How does the teacher adjust instruction based on in-the-moment assessment of student understanding?
A4	How do teachers reinforce mastery of skills?
AS	Are data-gathering strategies such as token boards, formal data sheets and visuals in place to support tracking data?

These guiding questions were developed by CELin collaboration with the Beaverton, Bellingham, Enumclaw and Kent School Districts.

CLASSROOM ENVIRONMENT AND CULTURE

5D+ Rubric Indicator	Guiding Questions
CEC1	How does the physical arrangement of the classroom, as well as the availability of resources, visual structure, sensory supports and space to both the teacher and students, purposefully support and scaffold student learning which may include small groups and individual instruction?
CEC1	How and to what extent do the systems and routines of the classroom facilitate student safety and independence?
CEC1	How and to what extent do the systems such as visual schedules, token boards, and sensory supports, as well as routines and transitions and within and out of the classroom, facilitate student focus and independence?
CEC2	How does the teacher develop learning routines for the teacher? How are they supported overtime?
CEC3	Does the teacher or staff engage students in IEP-related learning throughout the school day?
CEC3	Does the teacher or staff allow for processing and wait time7
CEC3	How is the teacher supporting student academics, behavioral and social interactions with a planned response to fade prompts?
CEC4	What is the climate for learning in the classroom? How do relationships (teacher-student, student-student, classroom staff-student, staff-staff) support or hinder student learning?
CEC4	What do focus and interactions reveal about what is valued in the classroom?
CEC4,CEC5	How does the teacher manage other staff in a way to support a positive and appropriate classroom culture?
CECS	How and to what extent do the systems and routines of the classroom reflect values of community, inclusivity, equity and accountability for learning?

These guiding questions were developed by CEL in collaboration with the Beaverton, Bellingham, Enumclaw and Kent School Districts.

Appendix K – Intensive Support Guidance Document

In an ongoing commitment to support building safety, FWEA and District leadership will bring concerns about the effectiveness and implementation of a site's discipline plan to the LMC, and the allocation of additional intensive support, if needed, will be determined.

The allocation of such supports may necessitate the formation of a response team at the building level. In the event this happens, the team will be formed inclusive of principal, assistant principal, Association designated members, and District support.

Team convenes:

- **Secondary Team Recommendations:**
  - Up to 7 FWEA members (inclusive of PBIS team member) as designated by the Association
    - 2 teachers: _____& _____
    - 2 ARs: _____& _____
    - ESP: _____
    - Counselor: _____
    - Dean: _____
  - Principal: _____
  - Assistant Principal: _____
  - LIO: _____
  - Additional District identified member(s): _____, _____, _____
- **Elementary Team Recommendations:**
  - Up to 5-6 FWEA members (inclusive of PBIS team member) as designated by the Association
    - 2 teachers: _____& _____
    - 2 ARs: _____& _____
    - ESP: _____
    - Counselor: _____
  - Principal: _____
  - Assistant Principal: _____
  - LIO: _____
  - Additional District identified member(s): _____, _____, _____

Template to Support Meeting Progression

During the first meeting, determine:

- Frequency of team meetings with check-in points to adjust frequency as needed:
    - Meeting Day:
    - Meeting time:
    - Review/adjustment timeline:
- Discuss Safe Learning Environment concerns involved in building being identified as being in crisis:
    - Safety
    - Student behavior/discipline
    - Other safe learning environment concern(s) as identified by the team
- Brainstorm solutions to address safe learning concerns
    - Identify additional staff, material supports in order to implement solutions
- Establish roles and responsibilities in implementing solutions
    - Who is responsible?
    - When will they report on implementation of the plan?
    - How will we know this is or is not working
    - Do we need additional support (staffing, materials, processes, procedures)
- Develop a gradual release plan to ensure building can maintain improvements
    - Determine whether intensive supports need to continue
    - Identify building staff who will be responsible for carrying on successful plan
    - Identify benchmarks for ongoing success, and/or those which would indicate further intensive support is needed

Date of Meeting:

Individuals in attendance:

Roles:

Facilitator:
Note Taker:
Time Keeper:

Agenda:

Check-In:

- **Status Update:**
  - Quick review of current issues/concerns around:

    Safety
    Current Issues:
    Recommended solution:
    Implementation timeline:
    Who is responsible?:

    Student behavior/discipline
    Current Issues:
    Recommended solution:
    Implementation timeline:
    Who is responsible?:

    Other Issues
    Current Issues:
    Recommended solution:
    Implementation timeline:
    Who is responsible?:

Plan for next meeting:

Date of Meeting:
Roles:
Facilitator:
Note Taker:
Timekeeper:
Agenda:

Appendix L – Salary Schedule Placement Rules

Excerpts from Chapter 392-121 WAC in Effect for 2017-18 School Year

WAC 392-121-249 Definition—Accredited institution of higher education. As used in this chapter, "accredited institution of higher education" means an institution of higher education that has been accredited by a national or regional accrediting association recognized by the Washington student achievement council and the secretary of the U.S. Department of Education pursuant to WAC 181-78A-010(7).

WAC 392-121-250 Definition—Highest degree level. As used in this chapter, the term "highest degree level" means:

(1) The highest degree earned by the employee from an accredited institution of higher education, pursuant to WAC 392-121-249; or

(2) "Nondegreed" for a certificated instructional employee who:

(a) Holds no bachelor's or higher level degree; or

(b) Holds a bachelor's or higher level degree and a valid vocational/career and technical education certificate, but:

(i) The bachelor's or higher level degree was not a requirement of any past or present education certificate or permit, including the vocational/career and technical education certificate, pursuant to chapter 181-77 or 181-79A WAC; and

(ii) Whose highest placement pursuant to WAC 392-121-270 is as a nondegreed certificated instructional employee.

WAC 392-121-255 Definition—Academic credits. As used in this chapter, "academic credits" means credits determined as follows:

(1) Credits are earned after the awarding or conferring of the employee's first bachelor's degree;

(2) Credits are earned on or before October 1 of the year for which allocations are being calculated pursuant to this chapter;

(3) Credits are earned from an accredited institution of higher education: Provided, That credits, determined eligible pursuant to subsections (1), (2), (4) and (6) of this section, earned from any other accredited community college, college, or university and reported on Form S-275 on or before December 31, 1992, shall continue to be reported;

(4) Credits are transferrable or applicable to a bachelor's or more advanced degree program: Provided, That for educational courses which are the same or identical no more credits for that educational course than are transferrable or applicable to a bachelor's or more advanced degree program at that institution shall be counted;

(5) Credits earned after September 1, 1995, must satisfy the additional requirements of WAC 392-121-262;

(6) Credits are not counted as in-service credits pursuant to WAC 392-121-257 or nondegree credits pursuant to WAC 392-121-259;

(7) The number of credits equals the number of quarter hours, units or semester hours each converted to quarter hours earned pursuant to this section; and

(8) Accumulate credits rounded to one decimal place.

WAC 392-121-257 Definition—In-service credits. As used in this chapter, "in-service credits" means credits determined as follows:

(1) Credits are earned:

(a) After August 31, 1987; and

(b) After the awarding or conferring of the employee's first bachelor's degree.

(2) Credits are earned on or before October 1 of the year for which allocations are being calculated pursuant to this chapter.

(3) Credits are earned in either:

(a) A locally approved in-service training program which means a program approved by a school district board of directors or charter school board, and meeting standards adopted by the professional

educator standards board pursuant to the standards in WAC 181-85-200 and the development of which has been participated in by an in-service training task force whose membership is the same as provided under RCW 28A.415.040; or

(b) A state approved continuing education program offered by an education agency approved to provide in-service for the purposes of continuing education as provided for under rules adopted by the professional educator standards board pursuant to chapter 181-85 WAC.

(4) Credits are not earned for the purpose of satisfying the requirements of the employee's next highest degree.

(5) Credits earned after September 1, 1995, must satisfy the additional requirements of WAC 392-121-262.

(6) Credits are not counted as academic credits pursuant to WAC 392-121-255 or nondegree credits pursuant to WAC 392-121-259.

(7) Ten locally approved in-service or state approved continuing education credit hours defined in WAC 181-85-030 equal one in-service credit.

(8) Each forty hours of participation in an approved internship with a business, industry, or government agency pursuant to chapter 181-83 WAC equals one in-service credit.

(a) No more than two in-service credits may be earned as a result of an internship during any calendar-year period.

(b) Each individual is limited to a maximum of fifteen in-service credits earned from internships.

(9) Accumulate credits rounded to one decimal place.

WAC 392-121-259 Definition—Nondegree credits. As used in this chapter, "nondegree credits" means credits recognized for nondegreed certificated instructional employees as follows:

(1) Zero credits shall be recognized for persons holding a valid certificate other than a certificate included in subsection (2) or (3) of this section.

(2) Thirty credits shall be recognized for persons holding a valid continuing or standard school nurse certificate.

(3) Persons holding valid vocational/career and technical education certificates as provided for in chapter 181-77 WAC shall accumulate recognized credits as follows:

(a) One credit for each one hundred clock hours of occupational experience as defined in WAC 181-77-003(7), subject to the following conditions and limitations:

(i) Clock hours of occupational experience used in determining nondegree credits must be earned after meeting the minimum vocational/career and technical education certification requirements of three years (six thousand hours) as established in WAC 181-77-041 (1)(a)(i), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held.

(ii) Nondegree credits based on occupational experience shall be limited to a maximum of twenty credits per calendar year.

(iii) Nondegree credits based on occupational experience shall exclude experience determined pursuant to WAC 392-121-264 (1)(a) through (d).

(b) One credit for each ten clock hours of vocational/career and technical education educator training meeting the requirements of WAC 181-77-003 (2), (9), or (12). Clock hours of vocational/career and technical education educator training used in determining nondegree credits must be earned after meeting the minimum vocational/career and technical education certification requirements as established in WAC 181-77-041 (1)(b) and (c), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held.

(4) Credits earned after September 1, 1995, must satisfy the additional requirements of WAC 392-121-262.

(5) Accumulate credits rounded to one decimal place.

WAC 392-121-261 Definition—Total eligible credits. As used in this chapter, "total eligible credits" means the total number of credits determined as follows:

(1) For an employee whose highest degree is a bachelor's degree, sum:

(a) Academic and in-service credits; and

(b) Nondegree credits, determined pursuant to WAC 392-121-259 and reported on Report S-275 prior to the awarding of the bachelor's degree for vocational/career and technical education instructors who

obtain a bachelor's degree while employed in the state of Washington as a nondegreed vocational/career and technical education instructor.

(2) For an employee whose highest degree is a master's degree, sum:

(a) Academic and in-service credits in excess of forty-five earned after the awarding or conferring of the bachelor's degree and prior to the awarding or conferring of the master's degree; and

(b) Academic and in-service credits earned after the awarding or conferring of the master's degree.

(3) For a nondegreed employee sum only nondegree credits.

WAC 392-121-262 Definition—Additional criteria for all credits. Credits earned after September 1, 1995, must satisfy the following criteria in addition to those found in WAC 392-121-255, 392-121-257, and 392-121-259:

(1) At the time credits are recognized by the school district or charter school, the content of the course must meet at least one of the following:

(a) It is consistent with a school-based plan for mastery of student learning goals as referenced in RCW 28A.655.110, the annual school performance report, for the school in which the individual is assigned;

(b) It pertains to the individual's current assignment or expected assignment for the following school year;

(c) It is necessary for obtaining endorsement as prescribed by the Washington professional educator standards board;

(d) It is specifically required for obtaining advanced levels of certification;

(e) It is included in a college or university degree program that pertains to the individual's current assignment or potential future assignment as a certificated instructional staff;

(f) It addresses research-based assessment and instructional strategies for students with dyslexia, dysgraphia, and language disabilities when addressing learning goal one under RCW 28A.150.210, as applicable and appropriate for individual certificated instructional staff; or

(g) Beginning in the 2011-12 school year, it pertains to the revised teacher evaluation system under RCW 28A.405.100, including the professional development training provided in RCW 28A.405.106.

(2) Credits which have been determined to meet one or more of the criteria in subsection (1) of this section shall continue to be recognized in subsequent school years and by subsequent school district and charter school employers; and

(3) Credits not recognized in a school year may be recognized in a subsequent school year if there is a change in the qualifying criteria such as a change in professional educator standards board rules, a change in the district's or charter school's strategic plan, a change in the school-based plan for the school in which the individual is assigned, a change in the individual's assignment, or a change in the individual's employer.

WAC 392-121-264 Definition—Certificated years of experience. Regardless of the experience factors used by a school district or charter school for the purposes of its salary schedule(s), as used in this chapter, the term "certificated years of experience" means the number of years of accumulated full-time and part-time professional education employment prior to the current reporting school year in the state of Washington, out-of-state, and a foreign country. School districts and charter schools shall report all certificated years of experience including those beyond the experience limit of the school district's or charter school's salary schedule.

(1) Professional education employment shall be limited to the following:

(a) Employment in public or private preschools or elementary and secondary schools in positions which require certification where:

(i) Schools include the Centrum education program, the Pacific Science Center education program, educational centers authorized under chapter 28A.205 RCW, and Seattle Children's Hospital education program;

(ii) Certification means the concurrent public professional education licensing requirements established in the state, province, country, or other governmental unit in which employment occurred and which, for the state of Washington, refers to the certificates authorized by WAC 181-79A-140 and temporary permits authorized by WAC 181-79A-128;

(b) Employment in public or private vocational-technical schools, technical colleges, community/junior colleges, colleges, and universities in positions comparable to those which require certification in Washington school districts;

(c) Employment in a governmental educational agency with regional administrative responsibilities for preschool, elementary, and/or secondary education including but not limited to an educational service district, office of superintendent of public instruction, or United States department of education in any professional position including but not limited to C.P.A., architect, business manager, or physician;

(d) Experience in the following areas:

(i) Military, Peace Corps, or Vista service which interrupted professional education employment included in (a), (b), or (c) of this subsection; and

(ii) Sabbatical leave.

(e) For nondegreed vocational/career and technical education instructors, up to a maximum of six years of management experience as defined in WAC 181-77-003(6) acquired after the instructor meets the minimum vocational/career and technical education certification requirements of three years (six thousand hours) established in WAC 181-77-041 (1)(a)(i), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held. If a degree is obtained while employed in the state of Washington as a nondegreed vocational/career and technical education instructor, the eligible years of management experience pursuant to this subsection reported on Report S-275 prior to the awarding of the degree shall continue to be reported but shall not increase.

(f) Beginning in the 2007-08 school year, for occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers regulated under Title 18 RCW, years of experience may include employment as occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers, that does not otherwise meet the requirements of (a) through (e) of this subsection, subject to the following conditions and limitations:

(i) Experience included under this subsection shall be limited to a maximum of two years.

(ii) The calculation of years of experience shall be that one year of experience in a school or other nonschool position counts as one year of experience for the purposes of this subsection, per subsection (2)(a) of this section.

(iii) Employment as occupational therapists shall be limited to the following:

(A) In positions requiring licensure as an occupational therapist under Title 18 RCW, or comparable out-of-state employment; and

(B) While holding a valid occupational therapist license, or other comparable occupational therapist credential.

(iv) Employment as physical therapists shall be limited to the following:

(A) In positions requiring licensure as a physical therapist under Title 18 RCW, or comparable out-of-state employment; and

(B) While holding a valid physical therapist license, or other comparable physical therapist credential.

(v) Employment as nurses shall be limited to the following:

(A) In positions requiring licensure as a registered nurse under Title 18 RCW, or comparable out-of-state employment; and

(B) While holding a valid registered nurse license, or other comparable registered nurse credential.

(vi) Employment as speech-language pathologists or audiologists shall be limited to the following:

(A) In positions requiring the same or similar duties and responsibilities as are performed by speech-language pathologists or audiologists regulated under Title 18 RCW; and

(B) After completion of the minimum requirements for conditional certification as a school speech-language pathologist or audiologist established in WAC 181-79A-231 (1)(c)(iv).

(vii) Employment as counselors shall be limited to the following:

(A) In positions requiring the same or similar duties and responsibilities as are performed by counselors regulated under Title 18 RCW; and

(B) After completion of the minimum requirements for emergency certification as a school counselor established in WAC 181-79A-231(3).

(viii) Employment as psychologists shall be limited to the following:

(A) In positions requiring the same or similar duties and responsibilities as are performed by psychologists regulated under Title 18 RCW; and

(B) After completion of the minimum requirements for emergency certification as a school psychologist established in WAC 181-79A-231(3).

(ix) Employment as social workers shall be limited to the following:

(A) In positions requiring the same or similar duties and responsibilities as are performed by social workers regulated under Title 18 RCW; and

(B) After completion of the minimum requirements for emergency certification as a school social worker established in WAC 181-79A-231(3).

(x) Certificated years of experience as occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers, determined pursuant to this subsection and reported on Report S-275, by teachers and other certificated staff who are no longer employed as occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers, shall continue to be reported but shall not increase.

(2) Years of full-time and part-time professional education employment prior to the current reporting school year are accumulated as follows:

(a) For each professional education employment which is not employment as a casual substitute pursuant to subsection (1)(a) of this section;

(i) Determine the total number of hours, or other unit of measure, per year for an employee working full-time with each employer;

(ii) Determine the number of hours, or other unit of measure, per year with each employer, including paid leave and excluding unpaid leave;

(iii) Calculate the quotient of the hours, or other unit of measure, determined in (a)(ii) of this subsection divided by the hours, or other unit of measure, in (a)(i) of this subsection rounded to two decimal places for each year.

(b) For professional education employment as a casual substitute pursuant to subsection (1)(a) of this section:

(i) Determine the total number of full-time equivalent substitute days per year;

(ii) Calculate the quotient of full-time equivalent days determined in (b)(i) of this subsection divided by 180 rounded to two decimal places for each year.

(c) No more than 1.0 year may be accumulated in any traditional nine-month academic year or any twelve-month period.

(i) Accumulate, for each year, professional education employment calculated in (a)(iii) and (b)(ii) of this subsection.

(ii) Determine the smaller of the result in (c)(i) of this subsection or 1.00 for each year.

(d) Determine certificated years of experience as the accumulation of all years of professional education employment calculated in (c)(ii) of this subsection and report such years rounded to one decimal place.

WAC 392-121-266 Definition—LEAP salary allocation documents. As used in this chapter, "LEAP salary allocation documents" means the computerized tabulations prepared by the legislative evaluation and accountability program (LEAP) and identified in the state Operating Appropriations Act as part of the formula for determining average salaries for the purpose of allocating state moneys to school districts or charter schools.

WAC 392-121-270 Placement of certificated instructional employees on LEAP salary allocation documents. Each certificated instructional employee shall be placed on LEAP salary allocation documents with the highest placement based on the employee's highest degree level, total eligible credits, and certificated years of experience each defined in this chapter: Provided, That

(1) If an employee holds more than one degree of the same level, additional credits shall be counted after the first degree.

(2) An employee whose highest degree is a bachelor's degree, whose total eligible credits are ninety or greater, and whose total eligible credits earned prior to January 1, 1992, were less than one hundred thirty-five shall be placed on the BA + 90 column.

(3) An employee whose highest degree level is nondegreed shall be placed on the BA columns except that such persons holding valid vocational/career and technical education certificates with one hundred thirty-five or more eligible credits shall be placed on the MA + 0 column.

(4) A vocational/career and technical education instructor who obtains a bachelor's degree while employed in the state of Washington as a nondegreed vocational/career and technical education instructor and for whom one hundred thirty-five or more eligible credits determined pursuant to WAC 392-121-259 were reported on Report S-275 prior to the awarding of that bachelor's degree shall continue to be placed on the MA + 0 column and shall not advance to any other column unless a master's degree is obtained.

(5) For placement on LEAP salary allocation documents, total eligible credits and certificated years of experience shall be rounded to the nearest whole number. One-half credit or year shall be rounded to the next highest credit or year.

WAC 392-121-280 Placement on LEAP salary allocation documents—Documentation required. School districts and charter schools shall have documentation on file and available for review which substantiates each certificated instructional employee's placement on LEAP salary allocation documents. The minimum requirements are as follows:

(1) Districts and charter schools shall document the date of awarding or conferring of the highest degree including the date upon which the degree was awarded or conferred as recorded on the diploma or transcript from the registrar of the accredited institution of higher education.

(a) If the highest degree is a master's degree, the district or charter school shall also document the date of awarding or conferring of the first bachelor's degree.

(b) If the degree was awarded by an institution which does not confer degrees after each term, and all degree requirements were completed at a time other than the date recorded on the diploma or transcript, a written statement from the registrar of the institution verifying a prior completion date shall be adequate documentation.

(c) If the degree program was completed in a country other than the United States, documentation must include documentation in English of degree equivalency for the appropriate degree as allowed by WAC 181-79A-260: Provided, That documentation of degree equivalency is not required if that institution of higher education is already accredited pursuant to WAC 181-78A-010(7).

(2) Districts and charter schools shall document academic credits by having on file a transcript from the registrar of the accredited institution of higher education granting the credits. For purposes of this subsection:

(a) An academic credit is deemed "earned" at the end of the term for which it appears on the transcript: Provided, That a written statement from the registrar of the institution verifying a prior earned date may establish the date a credit was earned;

(b) Washington state community college credits numbered one hundred and above are deemed transferable for purposes of WAC 392-121-255(4) subject to the limitations of that same subsection;

(c) Credits are not deemed "earned" at an institution of higher education which transfers-in credits. Such credits must be documented using a transcript from the initial granting institution and are subject to all the limitations of WAC 392-121-255;

(d) If the credits were completed in a country other than the United States, documentation must include a written statement of credit equivalency for the appropriate credits from a foreign credentials' evaluation agency approved by the office of superintendent of public instruction: Provided, That documentation of degree equivalency is not required if that institution of higher education is already accredited pursuant to WAC 181-78A-010(7); and

(e) For credits earned after September 1, 1995, districts and charter schools shall document that the course content meets one or more of the criteria of WAC 392-121-262(1). At a minimum, such documentation must include a dated signature of the immediate principal, supervisor, or other authorized school district or charter school representative and must be available to the employee's future employers.

(3) Districts and charter schools shall document in-service credits:

(a) By having on file a document meeting standards established in WAC 181-85-107; and

(b) For credits earned after September 1, 1995, districts and charter schools shall document that the course content meets one or more of the criteria of WAC 392-121-262(1). At a minimum, such documentation must include a dated signature of the immediate principal, supervisor, or other authorized school district or charter school representative and must be available to the employee's future employers.

(4) Districts and charter schools shall document nondegree credits.

(a) For vocational/career and technical education educator training credits pursuant to WAC 392-121-259(3) districts and charter schools shall have on file a document meeting standards established in WAC 181-85-107 and evidence that the training was authorized pursuant to WAC 181-77-003 (2), (9), or (12).

(b) For credits calculated from converted occupational experience pursuant to WAC 392-121-259(3) districts and charter schools shall have on file documents which provide:

(i) Evidence that the occupational experience meets the requirements of WAC 181-77-003(7);

(ii) Evidence of the individual's actual number of hours of employment for each year including dates of employment; and

(iii) The district or charter school calculation of converted credits pursuant to WAC 392-121-259(3).

(c) For credits earned after September 1, 1995, districts shall document that the course content meets one or more of the criteria of WAC 392-121-262(1). At a minimum, such documentation must include a dated signature of the immediate principal, supervisor, or other authorized school district representative and must be available to the employee's future employers.

(5) Districts and charter schools shall document certificated years of experience as follows:

(a) For certificated years of experience obtained and reported on Report S-275 prior to the 1994-95 school year districts and charter schools shall have on file documents that provide evidence of employment including dates of employment.

(b) For certificated years of experience reported on Report S-275 for the first time after the 1993-94 school year districts and charter schools shall have on file:

(i) The total number of hours, or other unit of measure, per year for an employee working full-time with each employer;

(ii) The number of hours, or other unit of measure (worked by the employee), per year and dates of employment with each employer, including paid leave and excluding unpaid leave: Provided, That documentation of hours in excess of one full-time certificated year of experience in any twelve-month period is not required;

(iii) The quotient of the hours, or other unit of measure, determined in (b)(ii) of this subsection divided by the hours, or other unit of measure, in (b)(i) of this subsection rounded to two decimal places for each year;

(iv) The name and address of the employer;

(v) For those counting experience outside of the school district or charter school pursuant to WAC 392-121-264 (1)(a), evidence whether or not the position required professional education certification pursuant to WAC 392-121-264 (1)(a)(ii);

(vi) For those counting experience pursuant to WAC 392-121-264 (1)(b), a brief description of the previous employment which documents the school district's or charter school's decision that the position was comparable to one requiring certification in the Washington school districts;

(vii) For those counting management experience pursuant to WAC 392-121-264 (1)(e), evidence that the experience meets the requirements of WAC 181-77-003(6);

(viii) For those counting experience (for educational staff associates) pursuant to WAC 392-121-264 (1)(f), evidence that the previous employment meets the requirements in the applicable subsections of WAC 392-121-264 (1)(f).

(6) Any documentation required by this section may be original or copies of the original: Provided, That each copy is subject to school district or charter school acceptance or rejection.

(7) The falsification or deliberate misrepresentation, including omission of a material fact concerning degrees, credits, or experience by an education practitioner as defined in WAC 181-87-035 shall be deemed an act of unprofessional conduct pursuant to WAC 181-87-050. In such an event the provisions of chapters 181-86 and 181-87 WAC shall apply.

FEDERAL WA\' PUBLIC SCHOOLS

FORMA
CONrIN!.JOUS PROFFSSIONAL 00\rELOPME:NT PROGRAM
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Form C – CPDP Completion Report

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12-MONTII OOMN.ETIUN REPORT

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FEDERAL WAY SCHOOL DISTRICT
POST OBSERVATION CONFERENCE AND FINAL EVALUATION FORM
Form D

Teacher___(_____) Initial

( ) is meeting **Teaching for Learning Standards.**
( ) is not meeting **Teaching for Learning Standards.***

Observation 1 _____
Observation 2 _____
Final Evaluation Observation _____
Attachment _____

Subject Area(s) Observed: _____ _____ _____ _____ _____ _____

Administrator_____(_____) Initial

Date_____

Y- Meets Standards **N** - Does Not Meet Standards **U**-Unobserved

TEACHING FOR LEARNING STANDARDS	DEMONSTRATES STANDARDS Y	N	U	SUPERVISOR COMMENTS
A. CREATING AND MANAGING POSITIVE ENVIRONMENTS				
1. Establish and maintain classroom expectations, routines and procedures				
2. Hold all students accountable for academic and social behavior				
3. Demonstrate concern, fairness, and consistency when working with students				
4. Create and maintain a classroom environment which enhances student learning				
5. Teach and model individual responsibility				
6. Maintain a safe environment which fosters mutual respect, honors diversity, and allows for resolution of problems in accordance with rules, laws, and policies				
B. DESIGNING AND PLANNING INSTRUCTION				
1. Utilize state, district, and building criteria to establish goals and objectives for student learning				
2. Diagnose prior knowledge and individual learning styles				
3. Evaluate and select appropriate materials and activities to meet individual needs				
4. Align instruction with state, district, and building assessment				
C. DEMONSTRATING CURRICULUM KNOWLEDGE AND PROFESSIONAL PREPARATION				
1. Remain current in curriculum content, theory, practice, and research				
2. Establish goals for continuous self-directed professional growth				
3. Reflect upon, evaluate, and adjust instruction based on student learning and input from others.				
4. Know and use state, district and building standards for student learning				
5. Use district-adopted learner expectations				
6. Know and follow state and federal law, local policy and requirements				

Form 181-D
Rev. 2/22/06

J

TEACHING FOR LEARN[NG STANDARDS	DEMONSTRATES STANDARDS y N u	SUPERVISOR COMMENTS
D. DEUVERING INSTRUCTION 1. Clearly defme state, district, and building expectations for lbe students 2. Utilize instruction to appropriately meet all students' learning needs 3. Ensure that planned objectives are taught and learned 4. Utilize technology as a tool to deliver and facilitate instruction 5. Actively engage all students in learning 6. Integrate leamiug experiences and knowledge to guide students to fonn reasoned judgments and solve problems 7. Use appropriate and varied teaching teclmiques, activities, resources, and materials to encourage all students to tliink analvticallv, logically, and creativelv.		
E. DIAGNOSING AND EVALUATING LEARNING I. Observe, diagnose, evaluate, and adjust instruction to students' learning 2. Link student assessment and evaluation to the creation of future objectives and activities 3. Facilitate students' reflection and self assessment of their learning and work 4. Utilize a vruiety of evaluation processes to assess student le8llling		
F. PARTICrPATING AS A MEMBER OF A LEARNING COMMUNITY **I. Establish and maintain positive and constructive communication with parents, students,** colleagues, ru1d community 2. Honor and utilize the diversity within a group 3. Interact in a professional, respectful, and sensitive maimer 4. Model life-long learning 5. Utilize effective collaboration skills and emphasize collegial suppo11 6. Establish and maintain involvement in School Leadership Team goals and activities		

EMPLOYEE COMMENTS:

*I find _____perfonnance does not demonstrate Teaching for Learning Standards and a Plan oflmprovement will be developed with the teacher. We will meet to finalize the Plan oflmprovement.

_____ _____ _____

Signature of Supervisor Signature of Teacher Date

Fonn 181-D
Rev. 2/22/06 VJ

Form E – Teaching for Learning Standards

Form E

Federal Way School District
Teaching For Learning Standards

A. Creating/Managing A Positive Environment

1. Establish and maintain learning expectations, routines and procedures.
2. Hold all students accountable for academic and social behavior.
3. Demonstrate concern, fairness, and consistency when working with students.
4. Create and maintain a learning environment which enhances student learning.
5. Teach and model individual responsibility.
6. Maintain a safe environment which fosters mutual respect, honors diversity, and allows for resolution of problems in accordance with rules, laws, and policies.

B. Designing/Planning Instruction

1. Utilize state, district, and building criteria to establish goals and\or objectives for student learning.
2. Diagnose prior knowledge and individual learning styles.
3. Evaluate and select appropriate materials and activities to meet individual needs.
4. Align instruction with state, district, and \or building assessment.

C. Demonstrating Curriculum Knowledge and Professional Preparation

1. Remain current in curriculum content, theory, practice, and research.
2. Establish goals for continuous self-directed professional growth.
3. Reflect upon, evaluate, and adjust instruction based on student learning and input from others.
4. Know and use state, district and building standards for student learning.
5. Use district-adopted learner expectations.
6. Know and follow state and federal law, local policy and requirements.

D. Delivering Instruction

1. Clearly defines state, district, and building expectations for the students.
2. Utilize instruction to appropriately meet all students learning needs.
3. Ensure that planned objectives are taught and learned.
4. Utilize technology as a tool to deliver and facilitate instruction.
5. Actively engage all students in learning.
6. Integrate learning experiences and knowledge to guide students to form reasoned judgments and solve problems.
7. Use appropriate and varied teaching techniques, activities, resources, and materials to encourage all students to think analytically, logically, and creatively.

E. Diagnosing and Evaluating Learning

1. Observe, diagnose, evaluate, and adjust instruction to students learning.
2. Link student assessment and evaluation to the creation of future objectives and activities.
3. Facilitate students reflection and self assessment of their learning and work.
4. Utilize a variety of evaluation processes to assess student learning.

F. Participating as a member of a learning community

1. Establish and maintain positive and constructive communication with parents, students, colleagues, and community.
2. Honor and utilize the diversity within a group.
3. Interact in a professional, respectful, and sensitive manner.
4. Model life-long learning.
5. Utilize effective collaboration skills and emphasize collegial support.
6. Establish and maintain involvement in School Leadership Team goals and activities.

7/19/2001

FEDERAL WAY PUBLIC SCHOOLS

Counselors Post Observation Conference and Final Evaluation Form

Counselor _____ (_____) Initial
Administrator _____ (_____) Initial

Observation 1 _____
Observation 2 _____
Final Evaluation _____

Observation _____
Attachment _____
Date: _____

( ) is meeting standards ( ) is not meeting standards

Y - Meets Standards N - Does Not Meet Standards U - Unobserved

COUNSELING PROGRAM COMPONENTS	DEMONSTRATES STANDARDS Y	N	U	SUPERVISOR COMMENTS
A. Curriculum (*Structured groups, class presentation and instruction*)				
1. Implement effective guidance program addressing the identified academic personal/social, and career needs of students.				
2. Provide in-service to staff to support district learning expectation.				
3. Provide career information to students and parents.				
B. Individual Planning (*Advisement, assessment, placement & follow-up*)				
1. Help students identify their skills, abilities, achievement, and interests through counseling and guidance activities.				
2. Assist students with forming basic values, attitudes, and interests regarding their future world of work.				
3. Provide transitional activities between the current and next educational level.				
C. Responsive Services (*Crisis counseling, group counseling, conflict and conferences*)				
1. Provide individual and small group counseling dealing with barriers to learning.				
2. Consult with teachers, families, administrators, other school personnel concerning the welfare of students.				
3. Make appropriate referrals for students and families to services within school and/or community.				
D. System Support (*Manage activities, consultation, community/business outreach, public relations*)				
1. Communicate and exchange academic, personal and career information with parents/guardians.				
2. Communicate counseling program components to students, staff and parents.				
3. Remain current in counseling content, theory, practice and research.				
4. Promote and support a school climate that enhances academic, personal/social, and career development.				
5 Demonstrate support for building, district and state standards.				
6. Plan with Administrators the distribution of the counselor's time to support, following the general guidelines recommended by the Washington State Counseling Association.				

Program	Elem School	Middle School	High School
Curriculum	35-40%	25-35%	15-25%
Individual Planning	5-10%	15-25%	25-35%
Responsive Services	30-40%	30-40%	25-35%
System Support	10-15%	10-15%	15-20%
TOTAL	**100**	**100**	**100**

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Form G – Guest Employee Evaluation Form

Federal Way School District

Substitute Evaluation* Form

(HR - EVAL 0181 – F)

Substitute Name _____ Job Assignment _____

School _____ Date(s) of Assignment _____

***This form is primarily to be used for substitutes who have worked in your building for 20 or more days. Please use the *Substitute Suitability Form* (HR 0198-B) to comment on, or make requests regarding, short-term substitutes.**

This form is designed to provide accurate information, both **positive** and **negative**, regarding the effectiveness of guest substitutes. The building *principal or appropriate administrator* must sign and return this form with original signature to the Human Resources Substitute Coordinator. Please refer to Article 13, of the FWEA Collective Bargaining Agreement pertaining to the evaluation of certificated substitutes.

	Excellent	Good	Average	Needs Improvement	Unacceptable
Human Relations – Adults					
Human Relations – Students					
Student Control					
Dependability					
Cooperation					
Punctuality					
Quality of Work					
Overall Job Performance					
For Teachers:					
Creating and Managing Positive Environments					
Designing and Planning Instruction					
Demonstrating Curriculum Knowledge and Professional Preparation					
Delivering Instruction					
Diagnosing and Evaluating Learning					
Participating as a Member of a Learning Community					

Comments:

_____

Principal / Administrator Signature

Form 181-F, November 2012

Form H – Librarian Evaluation Form

LIBRARY MEDIA SPECIALIST EVALUATION
Federal Way Public Schools

Employee Name:	**Date:**
Type of Evaluation: ☐ Formative (Mid-Year)	☐ Summative (End of Year)

PERFORMANCE EVALUATION INSTRUCTIONS

For each competency, mark the rating that best describes the employee's performance where evidence is sufficient to score. Comments are optional except for competencies with a rating of "1". The Overall Performance Rating is only calculated on the Summative Evaluation. The Overall Performance rating is calculated by totaling the ratings of each competency. See Article XX of the Professional-Technical Contractual Agreement for full guidelines.

RATING SCALE	**DEFINITION**
4 = Exceeds Expectations	All of "Meets Expectations" and in addition consistentiy exceeds job requirements. Contributes well beyond job demands. Seizesinitiative in development and implementation of challenging work goals. Each project or job is done thoroughly and on time. Thinks beyond details of the job, working toward the overall goals of the component.
3 = Meets Full Expectations	Performance is what is expected of a fully qualified and experienced person in this position. All competencies are met. Consistently meets all performance expectations and standards. Job well done. Errors are minimal and seldom repeated. Prioritizes problems and projects well. Requires normal supervision and follow-up. Almost always completes work or projects on schedule.
2 = Meets Basic Expectations	Competencies are generally met but full results are not yet totally achieved. Occasionally falls short of consistently meeting performance expectations and standards. Some performance aspects were met partially, incomplete, or not up to expectation. Continuing to learn aspects of the position.
1 = Unsatisfactory	Competencies are consistently not met. Employee consistently fails to meet performance expectations. Needs significant improvement. Excessive attention by supervisor is required. A plan of support is required.

JOB TITLE

The Library Media Specialist is a teacher, consultant, and information specialist. He or she effectively teaches lessons based on national and state standards. As a consultant, the Library Media Specialist participates in curricular projects and is active in selecting and evaluating instructional media and educational technology. As an information specialist, he or she assesses information, provides resources and assists in locating and using materials. The Library Media Specialist manages the library to ensure access to materials for all students and staff.

COMPETENCIES

1. INSTRUCTIONAL PRACTICES				
Creates and instructs lessons based on Common Core, Library and Ed. Tech standards				
• Provides instruction in efficient use of library resources				
• Provides instruction in information literacy				
• Provides instruction in Digital Citizenship				
• Promotes integrated use of technology				
Establishes and teaches routines and systems for the library	☐	☐	☐	☐
Comments:				
2. TEACHING STRATEGIES				
Differentiates instruction				
• Intentionally plans lessons with a learning target				
• Uses strategies to encourage active student engagement	☐	☐	☐	☐
Comments:				
3. READING ADVOCACY				
▪	☐	☐	☐	☐

Promotes student reading for information and pleasure

LIBRARY MEDIA SPECIALIST PERFORMANCE EVALUATION
Federal Way Public Schools

• Maintains a library culture that encourages appreciation of literature Supports school and district reading programs ▪ Provides book-talks and reading consultations Keeps current on age appropriate and culturally relevant literature ▪ Promotes the use of electronic book resources				
Comments:				
4. LIBRARY MANAGEMENT • Supervises the maintenance of library systems including patron databases, collection databases and circulation records ▪ Prepares and maintains records on circulation, distribution, book orders, lost and damaged books, overdue books, purchase orders and student/staff use of materials Catalogs new materials ▪ Leads library inventory	D	☐	D	☐
Comments:				
5. COLLECTION DEVELOPMENT • Manages financial and physical resources for library program • Uses current review sources and selection practices to build collection ▪ Collaborates with administrators and staff in budgeting • Manages budget and purchases physical and digital resources, supplies and equipment • Weeds collection as needed	D	D	☐	☐
Comments:				
6. INTERPERSONAL RELATIONS Provides training for library assistants and student aides ▪ Collaborates with library assistant • Communicates with families regarding library materials, digital resources and library catalog home access Develops and sustains professional relationships with other district librarians ▪ Develops positive working relationship with staff ▪ Develops positive relationships with students	D	D	☐	☐
Comments:				
7. **LIBRARY ENVIRONMENT** Creates a welcoming atmosphere for students, staff, families and community ▪ Arranges library to ensure student safety • Arrangement of library is conducive to learning	☐	D	☐	D
Comments:				
8. CONFIDENTIALITY • Follows FERPA laws ▪ Discloses information only with proper authorization	☐	D	☐	D
Comments:				
Unsatisfactory= 8-14 Basic= 15-21 Full= 22-28 Exceeds = 29-32 **OVERALL PERFORMANCE RATING:**				
Evaluator Overall Comments:				

LIBRARY MEDIA SPECIALIST PERFORMANCE EVALUATION
Federal Way Public Schools

Employee's Signature	Date
Evaluator's Signature	Date

FEDERAL WAY PUBLIC SCHOOLS- INSTRUCTIONAL COACH EVALUATION FORM

Instructional Coach_____(_____)
Initial

( ) is meeting **Coaching for Learning Standards.**
( ) is not meeting **Coaching for Learning Standards.***

Observation 1 _____
Observation 2 _____
Final Evaluation _____

Coaching Venue(s) Observed{1:1, Small Group, Whole Group}: _____ _____ _____

Administrator_____(_____)
Initial

Date: 1_____ 2_____ 3 _____

Y = Yes **N** = No **U** = Unobserved

FWPS COACHING FOR LEARNING STANDARDS	DEMONSTRATES STANDARDS Y	N	U	SUPERVISOR COMMENTS
A. COMMUNICATION AND BUILDING RELATIONSHIPS 1. Establishes and maintains relationships with colleagues in order to allow for rigorous conversation, reflection, and inquiry around teaching practices and student learning 2. Encourages reflective dialogue by asking open-ended questions, and using problem solving and paraphrasing techniques 3. Practices listening and learning to develop successful relationships with colleagues				
B. COLLABORATING 1. Creates structures and processes for collaborative work that promotes an atmosphere of trust and colleagiality focused on teacher and/or student learning 2. Builds and honors the shared expertise of all 3. Collaborates effectively with colleagues by honoring norms, protocols, and desired outcomes of the group				
C. CREDIBLE INSTRUCTIONAL LEADER 1. Promotes and fosters a professional learning culture grounded in adult learning theory and cutting edge research-based instructional strategies 2. Partners with building leaders to support teacher learning and improve student achievement 3. Demonstrates fidelity in developing and providing standards-based instruction when partnering with teachers 4. Actively supports, promotes, and leads district initiatives				

INSTRUCTIONAL COACH EVALUATION, Page 2

FWPS COACHING FOR LEARNING STANDARDS	DEMONSTRATES STANDARDS y	N	u	SUPERVISOR COMMENTS
D. PROFESSIONAL DEVELOPMENT I. Skillfully facilitates and provides on-going. job embedded professional development opportunities for building staff: I: I, small group, & whole group coaching 2. Utilizes the three coaching stances effectively: coaching, collaborating, and consulting 3. Differentiates professional development opportunities based on disaggregated student data and adu It leaming priorities 4. Utilizes adult learning theory, appropriate clements of standards based lesson planning, and the ·'JO Essential Elements" when designing professional development opportunities				
E. DATA ANALYSIS AND STUDENT ACHIEVEMENT I. Uses teacher and student data to make coaching and professional development decisions 2. Assists teachers in analyzing student data, and designing differentiated instructional programs to meet the needs of ALL students 3. Assists in creating and utilizing progress monitoring tools in order to sustain continuous improvement				
F. LIFELONG LEARNER I. Consistently seeks new experiences and opportunities for learning. 2. Demonstrates an ability to reflect both verbally and in written form				
G. EFFECTIVE TIME MANAGER 1. Balances and prioritizes coaching and other professional duties before, during, and after school hours as well as planning and preparing for these events 2. Demonstrates punctuality, preparedness, organization, and responsibility to the organization				

EMPLOYEE COMMENTS:

FEDERAL WAY PUBLIC SCHOOLS- INSTRUCTIONAL COACH EVALUATION FORM

Signature of Supervisor	Signature of Coach	Date

*I find _____ performance does not demonstrate FWPS Coaching for Leaming Standards and a Plan of Improvement will be developed with the coach. We will meet to finalize the Plan of Improvement.

Signature of Supervisor	Signature of Coach	Date

Form J – Athletic Director Evaluation

High School Athletic Director Comprehensive Evaluation
Federal Way Public Schools

Employee Name:	Date:
Type of Evaluation: ☐ Formative (Mid-Year)	☐ Summative (End of Year)

PERFORMANCE EVALUATION INSTRUCTIONS

For each competency, refer to the mark the rating that best describes the employee's performance where evidence is sufficient to score. Comments are optional except for competencies with a rating of "1". The Overall Performance Rating is only calculated on the Summative Evaluation. The Overall Performance rating is calculated by totaling the ratings of each competency.

RATING SCALE	DEFINITION
4 = Exceeds Expectations	All of "Meets Expectations" and in addition consistently exceeds job requirements. Contributes well beyond job demands. Seizes initiative in development and implementation of challenging work goals. Each project or job is done thoroughly and on time. Thinks beyond details of the job, working toward and beyond the overall goals of the competency.
3 = Meets Full Expectations	Performance is what is expected of a fully qualified and experienced person in this position. All competencies and indicators are met fully. Job well done. Errors are minimal and seldom repeated. Requires normal supervision and follow-up. Almost always completes work and/or projects on schedule.
2 = Meets Basic Expectations	Competencies are generally met but full results are not yet totally achieved. Occasionally falls short of consistently meeting competency indicators and/or standards. Some performance aspects were met partially, incomplete, or not up to expectation. Employee is continuing to learn aspects of the position.
1 = Unsatisfactory	Competencies are consistently not met. Employee consistently fails to meet competency indicators... Needs significant improvement. Excessive attention by supervisor is required. A plan of support is required.

High School Athletic Director COMPETENCIES	1 – Unsatisfactory	2 – Meets Basic Expectations	3 – Meets Full Expectations	4 – Exceeds Expectations
1. Creating and managing positive environments • Accepts, reviews and monitors all student eligibility paperwork to include grade check for academic compliance • Ensures ALL students have access to the athletic program regardless of gender, race, or disability. • Supports Whole Child Initiatives with a focus on scholars participating in 95% of classroom instruction time in accordance with the Strategic Plan. • Support scholars participating in at least on extracurricular activity in accordance with the Strategic Plan..	☐	☐	☐	☐
Comments:				
2. Designing and Planning • Attends regular coaches meetings with the Director of Equity and Athletics to coordinate the district wide athletic program. • Follows and plans program based on WIAA, WCD, FWPS rules and policies. • Coordinates and develops equitable practice and game schedules for facility coordination and other practice/game sites in conjunction with Director of Equity and Athletics. • Contracts contest officials and schedules transportation. • Schedules opponents and makes travel arrangements. • Regularly inspects athletic facilities for potential safety hazards and reports issues to the Director of Equity and Athletics. • Coordinates team and overnight travel per district policy.	☐	☐	☐	☐
Comments:				

Athletic Directors Comprehensive Evaluation
Federal Way Public Schools
PAGE 2

3. Demonstrating Knowledge and Professional Preparation • Ensures that the use of fundraising, donations, and booster clubs do not result in disparities that favor on gender over another. • Approves fundraising requests and fundraiser to ensure compliance with District and State guidelines. • Assist in the preparation of the building-level ASB budget and coordinates a request, review, and approval process for head coaches, as assigned by the principal. ▪ Serves as a liaison for booster club representatives and ensure compliance with District and State guidelines. ▪ Attends regular meetings with the Director of Athletics to coordinate the district wide athletic program. • Coordinates and leads seasonal coaches meetings. ▪ Knowledge of program based on WIAA, WCD, FWPS rules and policies.	☐	☐	☐	☐
Comments:				
4. Delivering Instruction • Builds positive relationships with all *staff* and students regardless of their race, class, language, etc. ▪ Meets with head coach mid-season for collaborative professional growth and best practice conversation.	☐	☐	☐	☐
Comments:				
S. Following Federal Way Public Schools established hiring procedures • Leads the hiring process for all coaching vacancies ▪ Observes and evaluates all head coaches, assistant coaches per FWPS Coaches Contract.	☐	☐	☐	☐
Comments:				
6. Professional Relations • Builds partnership with community and youth sport programs ▪ Coordinates and leads parent meetings • Fosters relationships with FWPS feeder programs ▪ Regularly participates in Profession Learning Community	☐	☐	☐	☐
Comments:				
	OVERALL PERFORMANCE RATING:			
Unsatisfactory= Basic= Full= Exceeds =				
Evaluator Overall Comments:				

Employee's Signature _____ Date _____

Evaluator Signature _____ Date _____

Form K – Affidavit of Clock Hour Verification

Affidavit of Clock Hour Verification
Continuing Education

1. Name: Last First Middle	Maiden/Former Name
2. Mailing Address	3. Date of Birth
City State Zip	4. Social Security Number
5.Telephone Business ( )	6. Certification Number

The Washington State Board of Education rules for continuing education provide that educational staff associates may use credits or clock hours that satisfy the continuing education requirements for their state professional licensure, if any, to fulfill the continuing education requirements established in chapter 180-85 of the Washington Administrative Code (WAC).

The Office of Superintendent of Public Instruction uses credits or clock hours for placement of LEAP salary allocation documents established in the Washington State Operating Appropriations Act. Such placement is used in the calculation of state moneys allocated to school districts. Verification of these credits is subject to state audit.

Use of credits and clock hours for salary placement on the school district salary schedule is governed by local policy and the local contract.

To comply with the needs of the school district:

- Attach an original or copy of a document evidencing such credits or clock hours.
- Complete the following statement.
- Have the form notarized.

Return this form to the district personnel office.

Special Type of License: _____

License Number: _____

Date Original License Issued: _____

Current License Expiration Date: _____

I, _____, do certify (or declare) under penalty of perjury under the laws of the state of Washington that the attached classes, credits, and clock hours satisfy the continuing education requirements for the state of Washington professional license listed above. The intentional misrepresentation of a material fact in this form subjects the holder to revocation of the staff member's certificate pursuant to chapter 180-85 WAC. A copy of this form should be retained by the holder for possible disputes (WAC 180-85-085).

_____ _____

Signature Date

Form L - PLC Summary Sheet

<table>
<tr><td>PLC:</td><td>Inquiry Cycle _____</td><td>Date _____</td></tr>
<tr><td colspan="3">PLC Goal:

SGG Focus:</td></tr>
<tr><td colspan="3">Members Present:</td></tr>
<tr><td colspan="3">PLC Work:
● Use this form to track and record your ongoing discussions as you move through the inquiry cycle. After each meeting take a moment to record your next steps to support the continuity of your work.
● Optional SGG questions to promote reflection have been provided, but are not required to be answered.</td></tr>
<tr><td rowspan="2">Date: _____

PLC Question 1: What do we want students to know and be able to do?

SGG Criterion 3: Recognizing individual learning needs and developing strategies to address those needs.

SGG Criterion 8: Exhibiting collaborative and collegial practice focused on improving instructional practice and student learning.</td><td colspan="2"></td></tr>
<tr><td colspan="2">Some SGG questions to promote reflection:
● How have you incorporated your knowledge of students into what you want students to know and be able to do?
● Are students able to build on prior knowledge to support engagement? Take ownership of their learning? and/or support their interests or talents?
● How are you providing opportunities for students to be successful with the standard?</td></tr>
</table>

<table>
<tr><td rowspan="2">Date: _____

PLC Question 2: How are we going to know when they have learned it?

SGG Criterion 3:
Recognizing individual learning needs and developing strategies to address those needs.

SGG Criterion 6:
Using multiple student data elements to modify instruction and improve student learning.</td><td></td></tr>
<tr><td>Some SGG questions to promote reflection:
● What type of assessment will you use and how will you monitor progress?
● What opportunities do you have for students to monitor their progress?
● What opportunities will you provide for student feedback about their learning?
● How will you know when learning has occurred?</td></tr>
<tr><td rowspan="2">Date: _____

PLC Question 3: What do we do if they have not?

SGG Criterion 3:
Recognizing individual learning needs and developing strategies to address those needs.

SGG Criterion 6:
Using multiple student data elements to modify instruction and improve student learning.

SGG Criterion 8: Exhibiting collaborative and collegial practice focused on improving instructional practice and student learning.</td><td></td></tr>
<tr><td>SGG Questions to promote reflection:
● What trends or patterns emerged when you looked at student performance that will help you better understand their learning needs?
● What do you attribute these struggles to, and how will you use this knowledge to plan your next steps?</td></tr>
</table>

Date: _____ **PLC Question 4:** What do we do if they have already learned it? **SGG Criterion 3:** Recognizing individual learning needs and developing strategies to address those needs. **SGG Criterion 6:** Using multiple student data elements to modify instruction and improve student learning. **SGG Criterion 8:** Exhibiting collaborative and collegial practice focused on improving instructional practice and student learning.	***SGG Questions to promote reflection:*** ● *What sorts of things did you observe about students' performance that will influence your next steps with these students?* ● *What information or trends from your student feedback will most influence your future planning for work with these students?*
Our next instructional steps are:	
At our next meeting we will:	
(Optional) Supports we could use are:	

Form M - Community of Practice (CoP) Instructional Content Summary Sheet

CoP:	**Date_____**
Overall goal (semester or year):	
What impact will this overall goal have on our scholars, communities, and professional practice?	
Members present:	
Question 1: *What are students learning this period?*	Notes:
Question 2: *How are we delivering this information? What instructional strategies will we use?*	Notes:
Question 3: *How are we measuring student engagement with the lesson? (E.g. questioning, assessments, practical applications, etc.)* *What will we do if students are not engaging with the lesson?* Consider who may or may not benefit from these changes (i.e. race, class, linguistic background, disability, gender identity/expression, sexual orientation, and other exceptionalities).	Notes:

Question 4: *What impact did we see on student engagement?*	Notes:
(Optional): *What supports do we still need?*	
<u>At our next meeting we will:</u>	

Form N - Community of Practice (CoP) Problem Solving Summary Sheet

CoP:	**Date_____**
Overall goal (semester or year):	
What impact will this overall goal have on our scholars, communities, and professional practice?	
Members present:	
Question 1: *What area of practice are we focusing on for this meeting?*	Notes:
Question 2: *What step(s) or solution(s) do we need to address it?*	Notes:
Question 3: *What impacts are we expecting to see for our practice?* *What impacts are we anticipating seeing in our scholars and communities?* *Consider who may or may not benefit from these changes (i.e. race, class, linguistic background, disability, gender identity/expression, sexual orientation, and other exceptionalities).*	Notes:

Question 4: *What impacts did we see from the change in practice?* *What are our next steps?*	Notes:
(Optional): *What supports do we still need?*	
<u>At our next meeting we will:</u>	

Signatures

FOR THE FEDERAL WAY EDUCATION ASSOCIATION

President

Date

FOR THE BOARD OF EDUCATION FEDERAL WAY SCHOOL DISTRICT

President

Director

Director

Director

Director

Superintendent

Date