

COLLECTIVELY BARGAINED AGREEMENT

**BY AND BETWEEN THE
FEDERAL WAY SCHOOL DISTRICT**

**AND THE
FEDERAL WAY EDUCATION
ASSOCIATION**

EFFECTIVE SEPTEMBER 1, 2018 UNTIL AUGUST 31, 2021

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PREAMBLE AND SHARED DECISION-MAKING

PREAMBLE - 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. In order to serve the students of the Federal Way Public Schools, this Agreement has been mutually developed and is premised upon these specific truths and principles which reflect the value, dignity, and contribution of each person.

Truths

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

Shared Decision-Making in the Building

Purpose

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 Leadership Team (SLT) - an organization composed of members representing various groups in the learning community.

Site Leadership Team (SLT)

Site 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). An invitation will be extended to ESPs. SLTs may include other labor groups.

The principal, during SLT election process, will publish responsibilities and commitment requirements, including decisions required by the CBA. SLT members are responsible for two-way communication with the people they represent. SLTs will meet at least monthly.

The process for SLT 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 SLT 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.

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 – COLLECTIVE BARGAINING AGREEMENT 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). Substitute certificated staff 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 - Agreement Administration

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 Committee 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.

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. Substitute staff members 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 30th of September. 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, Representation Fees, Charitable Contributions, and Exemptions

- 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.
- 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 - Drug and Alcohol Addiction

District-directed drug or alcohol use testing will only occur when the District has reasonable suspicion that a particular staff member has engaged in the use and can articulate specific reasons for believing such use has occurred. Human Resources will not unnecessarily or indiscriminate relate, disclose, or divulge information regarding any staff member who is suspected of a violation of this policy or regulation.

The Employee Assistance Program is designed to help rehabilitate the staff member. Any staff member who participates in the Employee Assistance Program will be entitled to all of the rights and benefits provided to other staff members who are sick.

Section 3.3 - Staff Rights

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

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 an 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 substitute staff members for purposes of maintaining evaluation forms and other relevant information.

Substitute staff will be informed of any documents to be placed in their file. Substitutes will be provided a copy of the document. If the document is adverse in nature, Human Resources will afford the substitute the opportunity to provide a rebuttal to the document. In this case, the substitute 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.

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.ⁱ

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. Substitutes 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 - Normal 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.

ARTICLE 5 – PROCEDURES FOR THE 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 insure 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 four 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), English Language Learner (ELL) 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 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 three 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 in each cycle, with one per year being at least 30 minutes; the remaining observations/feedback visits must be at least 15 minutes), evaluated on one of the eight 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 measured from criterion 3 or 6.
 - b. Comprehensive Evaluation – six observations/feedback visits at minimum (three in each cycle – at least one 30 minute observation must occur per year; the remaining observations/feedback visits must be at least 15 minutes).
 - 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. While not required, staff members have the right to debrief the noticings and wonderings or scripting of an observation with their evaluator
 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. While not required, staff members have the right to debrief the noticings and wonderings or scripting of an observation with their evaluator
 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 student growth data. (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:
1. Setting the goal – Each staff member, in collaboration with their evaluator, will set a student growth goal that is appropriate for their teaching assignment, in accordance with criteria 3, 6, and/or 8. (See Appendix F, Professional Learning Focus/Student Growth Goals Form.)
 2. Measurements – Student growth will be measured by multiple, high-quality measures, including classroom-based, District, and/or state assessments.
 3. Students who enroll after the establishment of the student growth goal may be excluded from the goal cohort as mutually determined by the staff member and evaluator.
- G. Scoring: At the end of the 2nd 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). For the 2017-18 school year, if the staff member has not yet completed a comprehensive evaluation their final summative score is the same as the criterion score that was selected for the focused goal. The focused evaluation does not have a separate student growth impact score, but a score of 1 in a student growth Indicator initiates a student growth inquiry, and has the same impact as a Student Growth rating of "low" described in Section 5.2.F.1e below.
 - iii. At the end of the second inquiry cycle, each staff member on Focused Evaluation will sign and receive a copy of the Focused Evaluation Score Form (see attached form). Additionally, each staff member on Focus Evaluation will receive a rubric for their chosen criterion with the language highlighted in each indicator

that best describes the staff member's current level of practice as indicated by the evidence gathered during the current school year.

- d. Student Growth Impact:
 - i. The Student Growth Impact Rating is generated by *adding up* the five student growth Indicator scores from criteria 3, 6, and 8, and is determined by the OSPI-approved scoring band (Low = 5-12; Average = 13-17; High = 18-20).
 - ii. A Student Growth Impact Rating of Average or High does not change the overall Summative Criteria Score, nor does the Student Growth Impact Rating change the Summative Criteria Score if the initial score is Proficient or lower.
 - iii. Staff members with an Initial Summative Score of "Distinguished" and a "Low" Student Growth Impact Rating will be rated "Proficient."
- e. Low Student Growth Impact Rating:
 - i. A score of 1 in any of the student growth components, or an overall student growth score between 5-12, results in a "Low" Student Growth Impact Rating.
 - ii. A "Low" Student Growth Impact Rating triggers a conversation between the staff member and the evaluator, beginning a student growth inquiry. Within two months of receiving the low Student Growth Impact Rating, or at the beginning of the following school year, whichever is later, one or more of the following must be initiated by the evaluator:
 - A. Triangulate student growth measures with other evidence (including observation, artifacts, and student evidence) and additional levels of student growth based on classroom, school, District, and state-based tools.
 - B. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment; and/or
 - C. Schedule monthly conferences with the staff member to discuss/revise goals, progress toward meeting goals, and best practices; and/or
 - D. Create and implement a professional development plan to address student growth areas.

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 15th 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.
 - a. 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.
 - b. 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 .

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 15th 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 15th, 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 – Using 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.

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 substitute teachers' 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 1.00
- 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 2.00
- 3. BA + 45 3.00
- 4. BA + 90 4.00
- 5. MA 5.00
- 6. BA + 135 6.00

7. MA + 45	7.00
8. MA + 90 / Ph.D.	8.00

C. Years of Service

1. Prior to September 1, 1986, ninety (90) days of teaching experience, regular or substitute, 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 substitute, in any one (1) school year will constitute one (1) year of service. Part-time service, substitute 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 an 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

A. The parameters for doing the job are as follows:

1. Core:

- a. 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.

- b. 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 1/6th (one-sixth) of their base salary, based upon the definition of a class period being fifty (50) - sixty (60) minutes.

- c. 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.

- d. 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.)

e. 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 Wednesday or Thursday night during the week of Student Led Conferences, distributing the 14 hours across days and evenings, as approved by LMC.

f. Reporting Student Progress:

A student's progress will be reported online as soon as the student's grade is updated in the gradebook. After the first three weeks of school, 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. 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 reasonable, documented communication occurs between the staff member and parent/guardian to allow for academic intervention. The following are a few of the mediums that will be used to communicate student progress to students and parent/guardians.

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.

g. 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.

Building level support will be 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

h. Advisory:

Association and Management recognize the need to develop meaningful adult-student relationships. The parties recognize that advisory is designed as a place where those relationships can be established.

Sites will have the flexibility to implement and create advisory programs according to individual site needs, using the shared decision making model.

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 Advisory program and impacts on staff. The committee will operate as defined in the Program Input section of the contract, 7.2.A2.g.

Sites are not required to complete the High School and Beyond Plan in advisory, and have flexibility, using the shared decision making model, to determine how and where those requirements will be completed.

Advisory will not take the place of counseling services or counselors. Advisors will refer students in need to appropriate staff.

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; however, advisors will not be held accountable for determining the completion of these requirements.

The District will provide on-line advisory resources, including but not limited to, High School and Beyond Plan lessons.

i. 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.

j. 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.

k. 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 will occur as an essential part of standards updates and changes, and will be conducted in partnership with (District) staff members.

l. Collaboration:

1. 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.
2. Professional Learning Communities (PLCs)
 - a. 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:
 - o What do we expect our students to learn?
 - o How will we know they are learning?
 - o How will we respond when they don’t learn?
 - o How will we respond if they already know it?

NOTE: The 4 questions are a cycle of inquiry around student learning. All 4 questions won’t necessarily be addressed in a single PLC team meeting.

- b. PLC 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.
 - c. PLC meetings are conducted at a location of the team’s choosing on-site. They are scheduled by the PLC 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 Teams may meet together if they so choose.
 - d. A summary document (Form L) jointly created by FWEA and FWPS will be submitted to the administrators after each meeting. The summary document and the calendar are the only paper work required; however

the association and district recognize that additional evidence may be needed as part of the evaluation process. The intent of the requested paperwork is to allow administrators to support the work of PLCs and give feedback, and should not detract from the work of PLCs, nor should the paperwork add significant extra work to the PLCs.

- e. Administration, coaches, and other support staff may assist in the facilitation process of PLCs to help develop staff member capacity.

3. Early Release Days:

For the 2018-19 school year, the distribution of Early Release Days will remain the same as the 2017-18 school year with 4 district directed days and 9 PLC Days. Beginning 2019-2020, there will be 18 scheduled early release days. The guidelines for early release days are as follows:

- a. Nine (9) PLCs, allowing specialists to collaborate across buildings. The PLCs on Early release days must be a minimum of sixty (60) minutes in length, but the SLT can choose to utilize the remaining 30 minutes to meet other building needs. Specialists who need to travel to other buildings will not be required to attend such meetings. **(Effective 2018-2019)**
- b. Four (4) district directed days, led and planned by the SLT in alignment with SIP goals and strategic plan **(Effective 2018-2019)**
- c. Five (5) Building directed days, with content determined by the SLT. **(Effective 2019-2020)**

4. PLC Team Meetings outside of Early Release Days:

Staff will participate in Fourteen (14) hours of PLC meetings outside the student day, as part of the responsibility contract. These PLC team meetings may overlap with professional time. Staff have the flexibility of scheduling their before or after school PLCs during a common planning, if it does not impact specialists. (Not applicable to early release PLCs) To provide flexibility, PLCs can choose from three models:

- a. Fourteen (14) one (1) hour meetings
- b. Eighteen (18) forty-five (45) minute meetings, or
- c. Another model approved by the building principal.

m. 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 an 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.

- n. 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.

2. Support

a. 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.

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

c. Supervision:

Staff are expected to provide supervision of students in their care and during passing time. At elementary school, supervision includes: walking students to and from lunch and recess, to bus and/or parent pickup. At middle school, supervision may include walking students to and from lunch. Such supervision is not intended to reduce planning time, duty free lunchtime, or professional time. 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 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

d. 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
- e. 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.
- f. 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.
- g. 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.

1. 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.
2. 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.
3. 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.

4. 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.

5. 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.

h. Curriculum Implementation and Support:

1. Curriculum Implementation: Staff members are responsible for implementing District-developed or adopted curriculum. 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.
2. Flexibility of Delivery– The district and association agree that curriculum will be designed in a manner that supports and encourages staff members to make meaningful decisions that enhance learning in regards to pacing, enrichment, teaching strategies, and other relevant aspects of curriculum implementation. Staff members will make these decisions based on formative assessment data (such as running records, observations, quick checks for understanding, one on one conversations, checklists, exit tickets, formal assessments, etc.) and summative assessments. 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.
 - a) As professionals, staff members are assured the flexibility to make 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.)
 - b) 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.
3. 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.
 - a) 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.
 - b) 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.
4. Equity of Access - The district and association agree that curriculum will be designed in a manner that promotes equity of access for all students.
 - a) There will be a process (created during the 2018-19 school year) for ensuring that materials are appropriately adapted for student needs, especially students with special needs, in a timely manner. This process will be reviewed annually by members of the SEAC committee in order to ensure its continued effectiveness.

5. 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.
6. Communication
 - a) 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.
 - b) Staff members will be evaluated by administrators who are trained in the alignment of our GVC to the Instructional Framework.
7. Selection and Review of Materials
 - a) 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.
 - b) The District and Association share a mutual interest in obtaining, developing, and delivering high quality, culturally responsive/relevant curriculum in all subject areas. 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.

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.

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.

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

- I. 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);
 - II. Include representation of professionals who teach the full range of students;
 - III. Consider parent, community, and student values and feedback; and
 - IV. Provide adequate opportunity for all staff members who are to use the materials to examine materials and provide input prior to final recommendation.
1. 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 Article 7.2.A.2.Support g.5

2. Responsibilities. The committee charge shall include the responsibility to:
 - a. Review research and best practices.
 - b. Create a curriculum guide, which develops benchmarks and supporting objectives in keeping with the District's philosophy and goals.
 - c. Review the Appropriate Learning Standards.
 - d. Review student performance data.
 - e. Review the current program and identify strengths and weaknesses.
 - f. Select appropriate materials to field test considering
 - i. the instructional quality of the curriculum;
 - ii. the organization and usability of the curriculum;
 - iii. 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;
 - iv. whether the recommended curriculum fits within the parameters of the instructional year and classroom minutes available.
 - g. Provide regular communication to and from building staff regarding the status of the curriculum adoption.
 - h. Field tests of the selected materials;

- i. Review available data about student achievement where materials are used;
 - j. Choose the curriculum to be recommended to the Instructional Materials Committee for adoption.
 - k. 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
- 3. 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 Article 7.2.A.2.Support g.5
 - a. In this phase-in implementation, early adopters would be assigned the responsibility to use the materials on a specified timeline.
 - b. 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.
- 4. 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.
- 5. 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.
- c. Instructional Materials Committee: Refer to Board Policy 2018 and 2018 P.

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.

8. Curriculum Support:

- 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 1st. 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.

- 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.
- 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.

i. Training and professional growth:

Obtaining the training necessary to perform the core job is part of the professional responsibility of staff. The District, in collaboration with the Association, will annually develop a calendar of training activities 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.

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,
 - 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.
- 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 \$2,200 in 2018-19 and \$4,000 beginning in 2019-20. 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 \$1,100 in 2018-19 and \$2,000 beginning in 2019-20.

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.

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.

Section 7.5 - Staff Development and Training

The parties believe that effective training is essential to maximize the instructional program. 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.

The Labor Management Committee will establish and support a Staff Development Advisory Committee with representative membership. 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.

The committee will meet as needed during the school year, at least once per semester. They will assess District-wide staff development needs and serve as an advisor in planning, delivery, and assessment of training. The committee will review the results of clock hour evaluations. Clock hour evaluations will be designed to reflect a distinction between presentation delivery and the quality of the workshop content.

The goal of professional development in Federal Way is to improve professional practice and student achievement.

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. The parties acknowledge that implementing new teaching 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.

Principals will work with the Site Leadership Team to identify applicable topics in alignment with the School Improvement Plan (SIP) 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.

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.

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

The Board will bear the cost of tuition for college credit courses for staff training if the District requires the staff member to take the course and the course is beyond the regular workday or on non-contracted days and the staff member successfully completes the course. Should the staff member have accumulated the maximum credits allowed on the salary schedule, then the staff member will receive an amount equivalent to the cost of said college credit charged by the college.

The parties are committed to early identification of and intervention with staff who are in need of or seek assistance. The parties also are committed to supporting new (to the District) staff and insuring that the staff receive the training and assistance necessary to be successful in meeting the needs of students. The terms and guidelines of the New Teacher Training and Teacher Assistance Program will continue.

In-service on new curriculum will be provided to staff prior to implementation, except when staff agree to attend training at alternate times.

Staff members in the general education program who are serving students with special needs may request assistance in accordance with the area of the student's disability. Such assistance may be training, which will be provided within budget constraints, or time, which will be provided for the staff person to consult on the appropriate support for the student when a specific type of training is not readily available.

Staff who are required to administer medication will, prior to the requirement, receive appropriate training from a qualified individual in the dispensing of such medication.

Substitute staff members will not be responsible for medication, treatment, or equipment that requires special training without that training. It is the substitute's responsibility to inform the appropriate personnel of their need for assistance.

Section 7.6 - Training for Working with Students with Special Needs

Each year, all staff will receive two (2) hours of mandatory training from the hours of available meeting time on 504 accommodations, basic IEP administration and IEP team participation and disciplining Special Education students.

In addition, training will be available from the Special Education Department for general education staff on state and federal testing accommodations, specific student disabilities (e.g. ADHD, autism), and administering specific 504 accommodations.

Deans, Restorative Practice Coordinators, Behavior Specialists will be trained annually using the district approved and certified training program regarding de-escalation and physical intervention within FWPS.

Section 7.7 - 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 (80)% - twenty (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 substitute staff member is substituting for an itinerant staff member, the substitute 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

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.

When classes exceed the following maximum, they will be considered to be overloaded [excluding performance music and keyboarding classes and classes where law and safety dictate otherwise; physical education classes will be deemed for safety purposes overloaded at thirty-seven (37)].

<u>Grades</u>	<u>Students</u>
Integrated K Preschool	20 8 students with IEPs per session
K-3	26
4-5	29
3-4-5 or 3-4	28
6-8	31*
9-12	32/ not more than 151 students per contract period day**
Secondary RSP	15

*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.

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.

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.

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.

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. Elementary assistant time at the rate of: one-half (1/2) day per week per one (1) student day of overload [i.e., three (3) student day overloads equal one and one-half (1-1/2) days of assistant time per week]; or,
4. Secondary assistant time at the rate of: thirty (30) minutes per week for one (1) student hour or overload per day [i.e., three (3) student hour overloads in one (1) day equal one and one-half (1-1/2) hours of assistant time per week].
5. Staff member compensation at the rate of twenty-five dollars (\$25.00) per week per student. When assistant time has not been added as prescribed above, payment will be included in the staff members' July paychecks.

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.

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 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. Stipends for overload will be processed at the beginning of the year as follows:
 - a. 44-45 sections: \$2,750
 - b. 46-47 sections: \$5,500
 - c. 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: 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.
- 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)
 - 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), 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 for general education students who need restraint or de-escalation
 - h. Communication procedures regarding administrative behavior interventions
 - 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 reporting system for health and dangerous building conditions
- 3. Each site will make available to each student and parents a copy of the site discipline plan.
 - 4. Annually, the staff and administrators at each site will review their site discipline plan, and Student Rights and Responsibilities pamphlet before the first day of each school year. A copy of the discipline plan for the current school year will be submitted to FWEA and Human Resources by 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 support, if needed, will be determined.

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. 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 supervision may be excluded by the staff member from the classroom or activity area. Prior to removing a student, except in an emergency, the staff member will have tried alternative forms of corrective action. 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 disruptive student 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 Exceptional Misconduct:

1. Assaults: The principal or supervisor will call the police if, in a staff member's opinion, the staff member or students are in immediate danger from assault or if personal or school property is in danger of damage or destruction and site resources are inadequate to handle the situation.

2. Staff are encouraged to seek all protections they have under the law. In support of staff, the appropriate administrator will attend court with staff seeking a protective order against a person who has threatened them during the performance of their duties.
3. Criminal Mistreatment: It is a crime for anyone to insult or abuse staff on campus while the staff member is carrying out his or her duties; create a disturbance on campus or at school activities or meetings; intimidate by threat of force or violence a staff member carrying out his or her duties. 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.
4. 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.
 - i. A staff member has the right to remove any student who has been found in possession of a weapon if the staff member has reasonable cause to believe that the student's behavior continues to pose a danger or threat of disruption.
 - ii. 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 plan which must be adhered to as a condition of the student remaining in that staff person's class.
 - iii. Staff will use their professional judgment when deciding on the appropriate intervention strategy to use upon encountering an altercation between students where weapons are involved, taking into account the safety of students as well as their own safety.

Management will immediately and thoroughly investigate reports and rumors regarding dangerous weapons and take prompt and reasonable action to protect staff and students and their property.

G. 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.

H. Staff Protections:

- a. 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.
- b. 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 substitutes. 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.

ARTICLE 10 - SPECIALISTS

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, Vision Specialists and English Language Learner Teachers (ELL), Deans, Interventionists, Instructional Coaches, Restorative Practice Coordinators, Behavior Specialists, Adapted PE, 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.

During the 2018-2019 school years, these reviews will take place for Deans, Interventionists, Instructional Coaches, Restorative Practice Coordinators, Counselors, and Behavior Specialists.

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. Medicaid Reimbursement.

Those specialist positions, which generate Medicaid reimbursement funds, will meet with their administrator to determine how the portion of the revenue that the District has determined to flow back to Student Services will be distributed and used. These dollars may not be used to provide additional compensation for staff.

Specialists will be reimbursed for certifications and licensure if required by administration to be eligible to bill Medicaid. Those specialists who are licensed in perspective fields must bill for services for all qualified students on a monthly basis.

The LMC will research and explore Medicaid match with the intent to maximize billable services for reimbursement.

H. District Level Coordination.

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

I. 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.

When staffing counselors, management 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.

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.

Supplemental Contracts:

Elementary Counselors and Elementary Deans shall receive a supplemental contract for 3 (three) per diem day.

Middle School and High School Counselors shall receive a supplemental contract for 8 (eight) per diem days.

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 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.

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.

All traditional work-sites 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.

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

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.

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

Extended Days	Assigned Library Assistance Time		
	0.0 to 2.0 hrs./day	2.1 to 4.0 hrs./day	4.1 + hrs./day
Elementary	7.5 days	5.5 days	3.5 days
Secondary	11.0 days	9.0 days	7.0 days

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

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.

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. English Language Learner (ELL).

Any certificated staff member who interprets during planning or lunch will be paid from the school operating budget at per diem rate in thirty (30) minute blocks for language interpretation. Duty free lunch is the responsibility of both parties. It is the duty of ELL Specialists to fully implement District adopted core curriculum. Resources for supplemental materials that align with District ELL curriculum will be made available

on request. Additional ELL teachers will be hired from general funds based on increased FTE students.

G. Itinerants. Occupational Therapists, Physical Therapists, Speech and Language Pathologists, School Psychologists, School Nurses, Teachers of the Vision Impaired, Adapted PE Teachers.

1. Class lists. Prior to the start of school, Student Support Services will provide the itinerant with class lists to assist in locating students and planning their schedules.
2. Supplemental Contracts and Work Year. Each itinerant shall have a supplemental contract or adjusted work schedule to complete assessments, IEPs, reports, health care plans and other work associated with the opening and closing of school. The number of hours/days will be prorated for part-time staff.
 - a) OT/PT, SLP, Adapted PE, School Psychologist, Teacher of Vision Impaired – Ten (10) days
 - b) Nurses – Adjust school year calendar. The work year calendar will be created prior to the end of the previous school year so that school nurses are able to prepare for the school year in August by completing Section 504 plans, healthcare plans, conduct staff training, contact health care professionals, etc. Student-led conference days are examples of non-student days that could be switched to the summer.
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	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 Diplomate

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

Speech and Language Pathologists.

- a) 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 15th 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 15th of one month to the 15th of the next month.

- b) 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

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.

- a) The following factors may impact or require adjustments in assigned caseload:
1. Number of schools (including the travel time and set-up/breakdown time) the therapist is assigned;
 2. The available Physical Therapy Assistant (PTA) or Certified Occupational Therapy Assistant (COTA) time to assist the therapist;
 3. Assignment to a preschool assessment team (usually considered to be .2 of an assignment);
 4. Disability and therapy needs of each student assigned to a therapist's caseload;
 5. School schedules and school calendar;
 6. Early and late starting times; six-day rotation schedules of specialists' time, i.e., library, physical education, music and integrated arts;

7. Preschool students in AM and PM sessions (which will increase travel time) or preschool sessions not scheduled on Fridays;
 8. Availability of space in which to work with students at site;
 9. Being assigned to both elementary and secondary schools;
 10. Legal timelines on special education assessments and paperwork;
 11. Staff communication, meeting responsibilities (Evaluation and IEP meetings) and use of technology;
 12. Supervision of PTAs or COTAs or clinical affiliating therapy students.
- b) 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).
- c) If an overload should occur in a therapist's caseload the following procedures apply:
1. Inform the Director and meet within own discipline to reallocate students if possible;
 2. 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;
 3. Therapist would be offered the additional load for compensation equal to their per diem (prorated for the additional load);
 4. If 1, 2 or 3 are not feasible, hire or contract for a new additional new therapist(s) to assume the overload.
- d) Workload and Caseload Equivalencies.
- | | |
|-----|----------------------------|
| FTE | # of service minutes/week |
| 1.0 | 900-950 minutes/week |
| 0.9 | 810-860 minutes/week |
| 0.8 | 720-770 minutes/week |
| 0.7 | 630-680 minutes/week |
| 0.6 | 540-590 minutes/week |
| 0.5 | 450-500 minutes/week |
| 0.4 | 360-410 minutes/week |
| 0.3 | 270-320 minutes/week |
| 0.2 | 180-230 minutes/week |
| 0.1 | less than 140 minutes/week |
- Workweek required is 37.5 hours or 2,250 minutes

School Psychologists.

- a) 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.
- b) 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:
1. Building Level (Elementary, Middle, High School)

2. Number of students enrolled
 3. Number of Special Education Classrooms
 4. Other factors that may affect caseload and workload
- c) 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.

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.

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.

School Nurses.

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

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);
 - 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. Prior to placing a student with an IEP in a general education classroom for mainstreaming or inclusion purposes, the Evaluation/IEP Team or a member will consult with the teacher of the general education classroom under consideration. The purpose of the consultation will be to ascertain the appropriateness of the proposed placement plan. The consultation should discuss, as a minimum, the effects of the placement on all students, supplies, materials, equipment, and facilities in addition to the academic offerings to be made available. The student's general education teacher will serve as a member of the Evaluation/IEP Team.

All staff who are directly involved in the education of a student with an IEP will be notified five days in advance of the meeting so that they can arrange a mutually agreeable time to attend that meeting.

If the Evaluation/IEP meeting is scheduled during the school day, the classroom teacher at the elementary level or a designated teacher at the secondary level will be provided class coverage in order to attend the meeting.

- B. When a student who is qualified for special education is placed in the general education classroom and any or all of the IEP is to be delivered by the general classroom teacher, the following conditions will exist:
1. The IEP will be developed with the involvement of the classroom teacher and other professionals.
 2. The IEP will specify the accommodations and modifications to be implemented.
 3. The IEP will include the methods of monitoring the student's progress in meeting the goals and objectives.
 4. Informal consultation with the special education teacher may be scheduled upon request by any team member.

If the student is not progressing as expected/projected on the IEP, the staff member will notify the IEP Case Manager to review the IEP and revise as necessary. The IEP Case Manager will call for an IEP Team meeting to be scheduled as soon as possible.

- C. 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.
- D. 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.
- E. 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 meet with administration to make recommendations and identify priorities regarding program implementation. On an annual basis, SEAC leads, in coordination with administration, will develop topics for SEAC to address which will be subject to approval by Labor Management Committee.

Section 12.2 - Special Education Instruction

A. Special Education Staff Responsibilities and Pay.

1. Special education staff have a responsibility for remaining current on program requirements.
2. Every full time special education classroom teacher will have the choice between eight (8) substitute 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 substitute 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 substitute 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 sub days may work at home.
3. Required departmental training will be reimbursed at professional rate.
4. Special education teachers and specialists providing services for ESY (extended school year) will be paid per diem.
5. 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.
6. Special Education teachers, excepting early childhood 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 deal with emergent situations. Every occurrence will be verified by an incident report and compensated at a minimum of fifteen (15) minute increments.
7. If there are foreseeable circumstances due to the nature of the program and/or student's needs that it may be necessary to routinely schedule a special education teacher through their planning period. All such teachers will be compensated at an additional .2 FTE, providing such schedule has been approved by the Director of Student Support Services and human resources in advance of implementation.
8. 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.
9. Preschool teachers will complete GOLD report two (2) times per year. The GOLD report will be completed in preparation for Fall and Spring Conferences.
10. 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.
- B. 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.
- C. Caseload Thresholds.

In order to compensate staff 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.

<i>Program</i>	<i>Student Threshold</i>
<i>ACP</i>	<i>10</i>
<i>FCP</i>	<i>10</i>
<i>ETP</i>	<i>10</i>
<i>IK</i>	<i>4</i>

<i>Elementary RSP</i>	<i>25</i>
<i>Secondary RSP</i>	<i>25</i>
<i>K-8 SEB</i>	<i>10</i>
<i>HS SEB</i>	<i>15</i>
<i>Pre-K</i>	<i>16</i>

D. 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 Para-Educators (MAP)		
Program	Compliant Caseload	Para-Educator Hours
Academic Core	Up to 10	6
	12	7
	14	8
	16	9
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
Integrated Kindergarten (IK)	Up to 4	6
Preschool a.m.	Up to 8	6*

Preschool p.m.	Up to 8	6*
Preschool – Extended Day (Autism) – shared for scholars from two Preschool classrooms	Up to 8	2.25
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
	37	9
Social Emotional Behavioral (SEB) – Elementary & Middle School	Up to 10	6
	12	7
	14	8
	16	9
	18	10
Social Emotional Behavioral (SEB) – High School	Up to 15	6
	18	7
	21	8
	24	9
	26	10

*Preschool sessions each have 2 para-educators for 3 hours totaling 6 hours of para-educator time. In extended day programs, some of the afternoon time of 1 para-educator from each classroom supports the extended day program.

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.

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 evaluator. Program capacity will be reviewed to determine whether additional supports are needed from the district. If such supports are requested, staff member will contact SSS to discuss support options. 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
- 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 – SUBSTITUTE TEACHERS

Section 13.1 - Personnel Files

Substitute staff will be informed of any documents to be placed in their file. Substitutes will be provided a copy of the document. If the document is adverse in nature, Human Resources will afford the substitute the opportunity to provide a rebuttal to the document. In this case, the substitute 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

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

Section 13.3 - Substitute Calendar Contracted Days

- A. After thirty (30) days of substituting during the prior twelve (12) month period, substitutes may attend District-sponsored training programs on a space-available basis. Any fees attached to the training will be paid by the substitute. When the substitute completes the 35 hours of training with Federal Way Public Schools, the rate of pay for a substitute will be at a rate mutually established by the District and the Association. Any training that the substitute elects to participate in must be made during a time when the substitute is not scheduled to substitute.
- B. Substitutes 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. Substitutes 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 substitute at least two (2) hours prior to the substitute's scheduled start time but was unsuccessful in reaching the substitute, this provision does not apply.
- C. The rate of pay for substitutes will be mutually established as necessary by the District and the Association. Long-term substitutes 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 substitute who is endorsed in the area that requires a substitute.
- D. All substitute staff will be responsible:
 - 1. for the time sheet received from the school building,
 - 2. for insuring 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 substitute 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 - Substitute Teacher Evaluation

- A. Introduction: Substitute teachers may be evaluated during each school year in accordance with the procedures and criteria set forth below. Substitute evaluation will be to increase the effectiveness of the educational program, to collect data for the placement of substitute teachers, to gather information that may affect the contractual employment of the substitute teacher, and to determine retention of substitutes on the District substitute list.

After serving twenty (20) consecutive workdays in the same building and thirty (30) days in the District during the current school year, the substitute may request an evaluation by the principal or designee using the Substitute Teacher Evaluation Form (Form G). It is the substitute's responsibility to notify the principal of eligibility for evaluation. Any substitute teacher 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 substitutes assigned to that school. A substitute 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 substitute who is evaluated will receive a copy of the evaluation from the evaluator or designee within ten (10) school days. The substitute feedback sheet must be included in and attached to any formal evaluation.
2. A copy of any substitute evaluation will be sent to Human Resources within twenty (20) school days following the evaluation.

Within ten (10) school days after the substitute's receipt of an unsatisfactory evaluation and upon written request of the substitute, a conference will be held between the evaluator and the substitute. 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

Substitute teachers will not be responsible for medication, treatment, or equipment that requires special training without that training. It is the substitute'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 substitutes. Additionally, any information necessary to meet the requirements of mainstreaming will be provided.

Section 13.7 - Salaries, Payment and Compensation

Substitute teachers 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 Substitute Rate of Pay

Substitutes 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 substitute rate of pay applies until twenty (20) consecutive days are completed. Long-term substitute 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.

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 adjusted by the state's inflationary adjustment index for school district revenue formulas (currently the implicit price deflator) in 2020-21 plus .5%. Such inflationary adjustment for 2019-20 has already been front-loaded in the 2018-19 school year.
- 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. 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 - Earned increments will be credited as of September 1 of each school year. Credit and clock hour documentation provided to the District by October 25th each year will be credited for salary schedule movement for that year. 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. Official records for placement or movement on the salary schedule, including the Horizontal Move Form and official transcripts must be received by Human Resources by October 25th for final placement for the current school year. When official transcripts are submitted to Human Resources pay will be adjusted retroactively to the first day of work according to the following schedule:
 - If submitted by August 1st, reflected in the September 30th paycheck.
 - If submitted by October 5th, reflected in the October 31st paycheck.
 - If submitted by October 25th, reflected in the November 30th 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. Official documents must be received by Human Resources no later than December 1st for final placement for the current school year. When official transcripts are submitted to Human Resources pay will be adjusted retroactively to the first day of work according to the following schedule:

- If submitted by October 5th, reflected on the October 31st paycheck.
- If submitted by November 5th, reflected in the November 30th paycheck.
- If submitted by December 1st, reflected in the December 31st paycheck.

Staff hired after the first day of the school year will have thirty (30) days to provide official documentation.

- G. 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.
- H. 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.
- I. Hourly rates of pay are as follows:

Summer School Teachers - per diem.

Professional Rate- \$28.56. 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-stipended committee work will timesheet one hour of prep time for each day missed in the classroom.

Section 14.2 - Health Care Insurance

- A. Health Care Insurance Contribution Agreement.

The Board will provide the state insurance benefit allocation per full-time employee, less carve-out plus \$59.00 per FTE per month.

Monies not spent by staff toward health care benefits will go into a benefit pool to be accessed by those staff insuring themselves and family member(s).

- B. To the extent required, all staff must have coverage under the agreed-on vision and dental plans.
- C. The parties agree to jointly sponsor benefits explanation and financial planning seminars for staff as needed.
- D. The parties recognize that the implementation of ESSB5940 requires that the District make progress towards a benefit pool that distributes dollars different, with the legislative goal of achieving out-of-pocket payments for staff members selecting full family coverage that is no greater than three times that of staff members selecting individual coverage within the same medical plan. Consequently a new pooling program will be implemented in 2014-2015 (October 31 for November 1 coverage), that will make progress towards this legislative goal. To the extent possible (given increasing premiums, no additional state support for health care costs, and the impacts of open enrollment), a modest shift in pooling dollars (from staff member only to full family) will occur.

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 substitute is declared unavailable by the Human Resources substitute 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 substitute (current equivalent \$140).

Each site will decide how to distribute this money within the building.

In order to receive the substitute pay allowance, the following criteria must be met:

- 1) The absence must be reported (entering an opening as no substitute required, will exclude the school from receiving the substitute allowance for the day).
- 2) A job number must be assigned.
- 3) The substitute 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:

- 1. State Teachers or State Employment Retirement Systems
- 2. Federal Income Tax
- 3. FICA / Medicare
- 4. State industrial, medical, and disability pensions
- 5. Any other state or federal mandatory payroll deduction
- 6. 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:

1. Additional Federal Income Tax
2. Insurance programs approved by the Board in which the staff member participates
3. Tax-sheltered annuities approved by the Board
4. Payments to Inspirus Credit Union (Formerly Washington School Employees Credit Union)
5. United Way
6. U.S. Savings Bonds
7. IRS, Section 125
8. 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.
- 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, the department head stipend is for elementary safety patrol. For K-8 schools, the 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.

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 - Wellness

It is the belief of the parties that leaves are necessary for the health and well-being of staff and their families. Therefore, if staff welfare is addressed, then staff will be better prepared to continue the quality education of students.

Section 15.2 - Leaves with Pay

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 substitute staff while in a position of continuous service for twenty-one (21) or more days, excluding wellness leave.

A. 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.

B. 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.

C. Bereavement.

Staff will receive up to five (5) days of leave per occurrences 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.

D. Wellness Leave.

The Board will provide each full time staff member twelve (12) days of wellness leave per contract year. 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 substitute coverage.

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.

Wellness leave shall not be used for regularly shortening the workweek, regularly extending a break; regularly attending classes to pursue advanced degrees, internships, activities or responsibilities related to an outside business; other employment.

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 substitute coverage, lesson plans for the substitute, minimizing impact on the school, and any communications with parents or colleagues that might be necessary.

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.

The District and the Association will periodically report the number of days being utilized and the availability of substitutes.

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.

Leave not taken during the year will be accumulated from year to year 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.

E. 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 1st and ending the following September 30th 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.

F. 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.

G. Project Leave.

When management determines the need for staff to undertake a project requiring research, formal study, or project implementation; management will grant project leave to staff. While on project leave, staff will:

1. receive full benefits
2. receive full salary, including supplemental contract opportunity
3. earn seniority

Human Resources will announce the need and encourage staff to apply. Staff returning from project leave will return to a similar position. Independent of a District announcement of a project, staff may submit project proposals to the appropriate administrator.

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 substitute 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 15.3 - Leave Sharing

A. Eligibility.

Staff members will be eligible to receive shared leave if the staff member suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which prevents the staff member from working and causes great economic and emotional distress to the staff member and their family and has caused, or is likely to cause, the staff member to take leave without pay or terminate their employment.

1. A staff member may use up to a maximum of one hundred eighty (180) days of shared leave.
2. To be eligible for shared leave, the staff member's job must be one, which provides wellness leave. All forms of paid leave available for use by the recipient must be used prior to using shared leave. Staff eligible for long-term disability payments need to apply for that benefit in the case of individual disability. Access to shared leave will cease when the staff member becomes eligible for long-term disability benefits. To be eligible for shared leave, the staff member needs to have sought and is not eligible for workmen's compensation payments.
3. The staff member's absence and the use of leave sharing is justified.

B. Donation of Wellness Leave

Staff members may donate wellness leave if they have accrued more than sixty (60) days of wellness leave, have not donated more than six (6) days of wellness leave during the prior twelve (12) months, and the donation will not result in the wellness leave account going below sixty (60) days. All donated wellness leave must be given voluntarily. No staff member will be coerced, threatened, intimidated, or financially induced into donating wellness leave. Donation of days will not affect wellness leave cash-out unless the donor's total available days fall below sixty (60) days.

C. Determination of Eligibility

The staff member will notify Human Resources as soon as the staff member has determined that there may be a need to access the leave-sharing program. The notification will be made no later than five (5) days prior to the staff member exhausting available paid leave. Exceptions to the notice requirement will be made on a case-by-case basis.

1. Prior to approval or disapproval, the District will require the staff member to submit documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition. "Extraordinary or severe" means serious, extreme, or life threatening.
2. 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 by the Association. 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. Leave sharing will become effective on the date the Wellness Leave/Vacation Leave Transfer Form is approved by Human Resources.
3. One (1) hour of donated leave equals one (1) hour of paid leave for the recipient. Donated hours will be deducted from the donor's wellness leave balance. In the event that there is unused donated leave, it will be returned to donors on a prorated basis.

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.

Section 15.4 - Leave without Pay

- 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.

Some important information to remember is that when a staff member takes leave without pay, it reduces pay on the next month's check, it reduces money that goes into retirement, if under 144 days are worked in the school year it reduces health benefits and movement on the salary schedule, and it affects continuity with students as well as working relationships.

- 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 substitute for the District. Authorization to substitute 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. The Board will pay for the insurance of a staff member using the 12 (twelve) weeks of family leave.
- 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.
- N. In order to recognize longevity in the District, special leaves without pay will be granted to staff members in good standing.
 - 1. Staff with 15 to 19 years of service to the District will be granted one leave without pay for up to three (3) days.
 - 2. Staff with 20 to 24 years of service to the District will be granted one leave without pay for up to four (4) days.
 - 3. Staff with 25 or more years of service to the District will be granted one leave without pay for up to five (5) days.

Longevity leave will be subject to the following:

- a) Staff on a plan of improvement or probation will not be eligible for longevity leave.
- b) Longevity leave days must be used consecutively.
- c) Longevity leave may be taken only once during the 15-19 year service category and only once during the 20-24 year service category.
- d) Staff with 25 or more years of service to the District may take longevity leave once during each 5-year service interval beyond 25 years.
- e) Longevity leave may not be used to extend holidays, breaks, or during the first and last five (5) student days.

Section 15.5 - 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. 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. Family and Medical Leave Act (FMLA) leave may be taken:

1. For incapacity due to pregnancy, prenatal medical care or childbirth;
2. To care for the staff member's child after birth, or placement for adoption or foster care;
3. To care for the staff member's spouse, son or daughter, or parent, who has a serious health condition; or
4. For a serious health condition that makes the staff member unable to perform the staff member's job.
5. Military Family Leave Entitlements
 - a. Staff members with a spouse, son, daughter, or parent who is on covered active duty or call to covered active duty status.
 - b. Staff members can take up to 26 weeks of leave to care for a covered service member who is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness or a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible staff member takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

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. Childbirth and adoption/foster care leave must be completed before the end of the twelve (12) month period beginning on the date of the birth or placement of the son or daughter.

E. FMLA/Maternity Shared Leave.

Individuals requesting maternity leave can utilize twelve (12) weeks of FMLA concurrent with six (6) weeks of disability leave and can use any accumulated leave up to twelve (12) weeks at full pay depending upon the individual's leave balance, barring extenuating circumstances. All leave would be concurrent.

F. Leave requested must normally be taken on a consecutive basis. However, intermittent or reduced hours of leave may be available under certain conditions. When a request for intermittent leave or a reduced-hour schedule is foreseeable based on planned medical treatment, Human Resources may require the staff member to transfer temporarily to an available alternative position offered by the District for which the staff member is qualified and which has equivalent pay and benefits and better accommodates recurring periods of leave.

G. When staff members request family care or personal disability leave that is foreseeable based on planned medical treatment and such leave would be for greater than twenty (20) percent of the total number of working days for the period during which the leave would extend, Human Resources may require that such staff member elect to either:

1. Take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
2. Transfer temporarily to an available alternative position offered by Human Resources for which the staff member is qualified and which has equivalent pay and benefits and better accommodates recurring periods of leave.

If the staff member elected to take leave for periods of a particular duration rather than accept the transfer, the entire period of leave taken will count as FMLA leave.

- H. Foreseeable Leave Notice. Staff members must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the staff member must provide notice as soon as practicable and must comply with the District's normal procedures when reporting absences.
- I. Upon a request for leave under FMLA, Human Resources will require confirmation from the staff or family member's health care provider in accordance with state and federal law. Human Resources may obtain the opinion of a second health care provider, at District expense, regarding any of this information. If the opinions of the health care providers differ on any matter determinative of the staff member's eligibility for leave, a third provider, selected or approved jointly by Human Resources and the staff member and paid for by the District, will be consulted and that provider's opinion will be conclusive.
- J. During the term of any leave provided by this section, the District will continue coverage of the staff member's group health plan as though the staff member were not on leave. During any uncompensated leave, the staff member will remain responsible for any amount usually contributed by the staff member to the health plan premium.

The staff member will be required to reimburse the District all premiums paid by the District to maintain coverage for the staff member during the period of the leave if the staff member fails to return from leave upon the previously-agreed date for a reason other than the continuation, recurrence, or onset of a serious health condition entitling the staff member to family care or personal care or other circumstances beyond the staff member's control.

K. Restoration to Position.

1. A staff member who takes leave provided by this section will be restored to the same position held by the staff member when the leave commenced or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. If the staff member's position has been eliminated, appropriate contractual procedures for in-building assignment, involuntary transfer or reduction in force will be followed.
 2. Staff members returning from personal disability leave are required to obtain a job-related "fitness for duty" certificate from a medical provider before being reinstated.
- L. The following special rules apply to leave requested under this policy by a staff member employed principally in an instructional capacity:

1. If the staff member begins any leave under this policy more than five (5) weeks before the end of an academic term, the District may require the staff member to continue the leave to the end of the term if the leave is of at least three (3) weeks' duration and the return to employment would occur during the three (3) week period before the end of the term.
2. If the staff member begins childbirth, adoption/foster care, or family care leave less than five (5) weeks before the end of an academic term, Human Resources may require the staff member to continue the leave until the end of the term if the leave is of greater than two (2) weeks' duration and the return to employment would occur during the two (2) week period before the end of the term.
3. If the staff member begins childbirth, adoption/foster care, or family care leave less than three (3) weeks before the end of an academic term, Human Resources may require the staff member to continue the leave until the end of the term if the duration of the leave is greater than five (5) working days.

If an instructional staff member is required to continue the leave until the end of the term, only the portion of the leave before the staff member is ready and able to return to work will be charged against the staff member's FMLA leave entitlement. For the purposes of this section, the District will not be considered having more than two (2) academic terms per school year.

M. In any case where both spouses are employed by the District, each spouse will receive the same leave allowed for individual staff members under the law.

N. As used in this section the following terms will have the following meanings:

1. "Son or daughter" means a biological, adopted, foster child, a stepchild, a legal ward, or a child of a person standing in the place of a parent who is under eighteen (18) years of age or is eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.
2. "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).
3. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
 - a) Inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with such inpatient care; or
 - b) Continuing treatment by a health care provider. Such continuing treatment necessarily includes one (1) or more of the following:
 - A period of incapacity of more than three (3) consecutive calendar days that also involves treatment two (2) or more times by a health care provider or

treatment on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

- Any period of incapacity due to pregnancy or for prenatal care (e.g., severe morning sickness).
 - Any period of incapacity or treatment for such incapacity due to a chronic health condition that requires periodic visits (defined as at least twice a year) for treatment by a health care provider, continued over an extended period of time, and may cause episodic rather than a continuous period of incapacity (e.g., asthma, diabetes, epilepsy).
 - A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective and for which the staff member is under the supervision of, but may not be receiving active treatment from, a health care provider (e.g., Alzheimer's, a severe stroke, or terminal stages of a disease).
 - Any period of absence to receive multiple treatments by a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment (e.g., chemotherapy, radiation, dialysis, physical therapy for severe arthritis).
- c) Ordinarily, unless complications arise, the following conditions would not be considered a "serious health condition": common cold, flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, treatments for acne and plastic surgery.
4. "Instructional staff" are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This term does not include and the special rules do not apply to staff such as counselors, psychologists, curriculum specialists, or other nonteaching staff.

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

1. A "grievant" shall mean a staff member or group of staff members included in the bargaining unit represented by the Association or the Association.
2. A "grievance" is any claim of an alleged violation, misinterpretation or misapplication of the terms of this agreement.
3. "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

1. 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.
2. 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

1. 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.
2. 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

1. By mutual written agreement, any step of this grievance procedure may be bypassed.
2. A grievance may be withdrawn or settled at any step without establishing prejudice or precedent.
3. 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.
4. All matters pertaining to specific grievances are confidential unless released by the grievant or Association.
5. 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.
6. 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.

7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. Staff may not grieve evaluation conclusions or observations.
13. 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.

Level III - Final Dispute Resolution Options.

One of the following dispute resolution processes may be selected to achieve final resolution of the grievance.

A. Binding Arbitration.

If the grievance is not resolved at Level II, the Association, at its sole discretion, may advance any grievance to final and binding arbitration within twenty (20) days of receipt of the Level II response. 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.

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 or not the District agrees to mediation. The mediator will have the authority to meet separately with either party, and if a resolution cannot be mutually agreed to, will have authority to determine a resolution that shall be binding on both parties. The authority of the mediator to determine a decision will be defined by the association and the District at the time that mediation is requested. Proceedings shall be informal in nature. The settlement agreed to shall be reduced to writing by the mediator 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.

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, 2018, and will continue in effect until August 31, 2021. 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.

During the effective period of this contract, joint association/management study committees will be formed to examine issues in the following area:

Benefits: The parties agree to reopen the insurance benefits section of this agreement after the conclusion of a legislative session to bring the contract into compliance with a mandate, if any, to move staff members to coverage under the School Employees Benefits Board,

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 1st.

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.

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, 2021.

Appendix A – Eight State Criteria

CEL 5D+™ Teacher Evaluation Rubric 2.0 At a Glance

For Use in the 2014-15 School Year – Version 1.1

5D is a trademark of the University of Washington Center for Educational Leadership.

Criterion 1	Criterion 2	Criterion 3
Centering instruction on high expectations for student achievement.	Demonstrating effective teaching practices.	Recognizing individual student learning needs and developing strategies to address those needs.
<p><i>Purpose</i></p> <p>P1: Connection to standards, broader purpose and transferable skill</p> <p>P4: Communication of learning target(s)</p> <p>P6: Success criteria and performance task(s)</p> <p><i>Student Engagement</i></p> <p>SE3: Work of high cognitive demand</p> <p><i>Classroom Environment & Culture</i></p> <p>CEC3: Discussion, collaboration and accountability</p>	<p><i>Student Engagement</i></p> <p>SE1: Quality of questioning</p> <p>SE5: Expectation, support and opportunity for participation and meaning making</p> <p>SE6: Substance of student talk</p> <p><i>Curriculum & Pedagogy</i></p> <p>CP6: Scaffolds the task</p> <p>CP7: Gradual release of responsibility</p>	<p><i>Purpose</i></p> <p>P3: Teaching point(s) are based on students' learning needs</p> <p><i>Student Engagement</i></p> <p>SE2: Ownership of learning</p> <p>SE4: Strategies that capitalize on learning needs of students</p> <p><i>Curriculum & Pedagogy</i></p> <p>CP5: Differentiated instruction</p> <p><i>Assessment for Student Learning</i></p> <p>A6: Teacher use of formative assessment data</p> <p><i>Student Growth</i></p> <p>SG 3.1: Establish Student Growth Goal(s)</p> <p>SG 3.2: Achievement of Student Growth Goal(s)</p>
Criterion 4	Criterion 5	Criterion 6
Providing clear and intentional focus on subject matter content and curriculum.	Fostering and managing a safe, positive learning environment.	Using multiple student data elements to modify instruction and improve student learning.
<p><i>Purpose</i></p> <p>P2: Connection to previous and future lessons</p> <p><i>Curriculum & Pedagogy</i></p> <p>CP1: Alignment of instructional materials and tasks</p> <p>CP2: Discipline-specific conceptual understanding</p> <p>CP3: Pedagogical content knowledge</p> <p>CP4: Teacher knowledge of content</p>	<p><i>Classroom Environment & Culture</i></p> <p>CEC1: Arrangement of classroom</p> <p>CEC2: Accessibility and use of materials</p> <p>CEC4: Use of learning time</p> <p>CEC5: Managing student behavior</p> <p>CEC6: Student status</p> <p>CEC7: Norms for learning</p> <p>– OVER –</p>	<p><i>Assessment for Student Learning</i></p> <p>A1: Self-assessment of learning connected to the success criteria</p> <p>A2: Demonstration of learning</p> <p>A3: Formative assessment opportunities</p> <p>A4: Collection systems for formative assessment data</p> <p>A5: Student use of assessment data</p> <p><i>Student Growth</i></p> <p>SG 6.1: Establish Student Growth Goal(s)</p> <p>SG 6.2: Achievement of Student Growth Goal(s)</p>

1

(Updated 8/13/14)

<http://www.tpep-wa.org>

Improving Student Learning Through Improved Teaching and Leadership

CEL 5D+™ Teacher Evaluation Rubric 2.0 At a Glance
For Use in the 2014-15 School Year – Version 1.1

Criterion 7	Criterion 8
Communicating and collaborating with parents and the school community.	Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.
Professional Collaboration & Communication PCC3: Parents and guardians PCC4: Communication within the school community about student progress	Professional Collaboration & Communication PCC1: Collaboration with peers and administrators to improve student learning PCC2: Professional and collegial relationships PCC5: Supports school, district, and state curriculum, policy and initiatives PCC6: Ethics and advocacy
	Student Growth Student Growth 8.1: Establish Team Student Growth Goal(s)

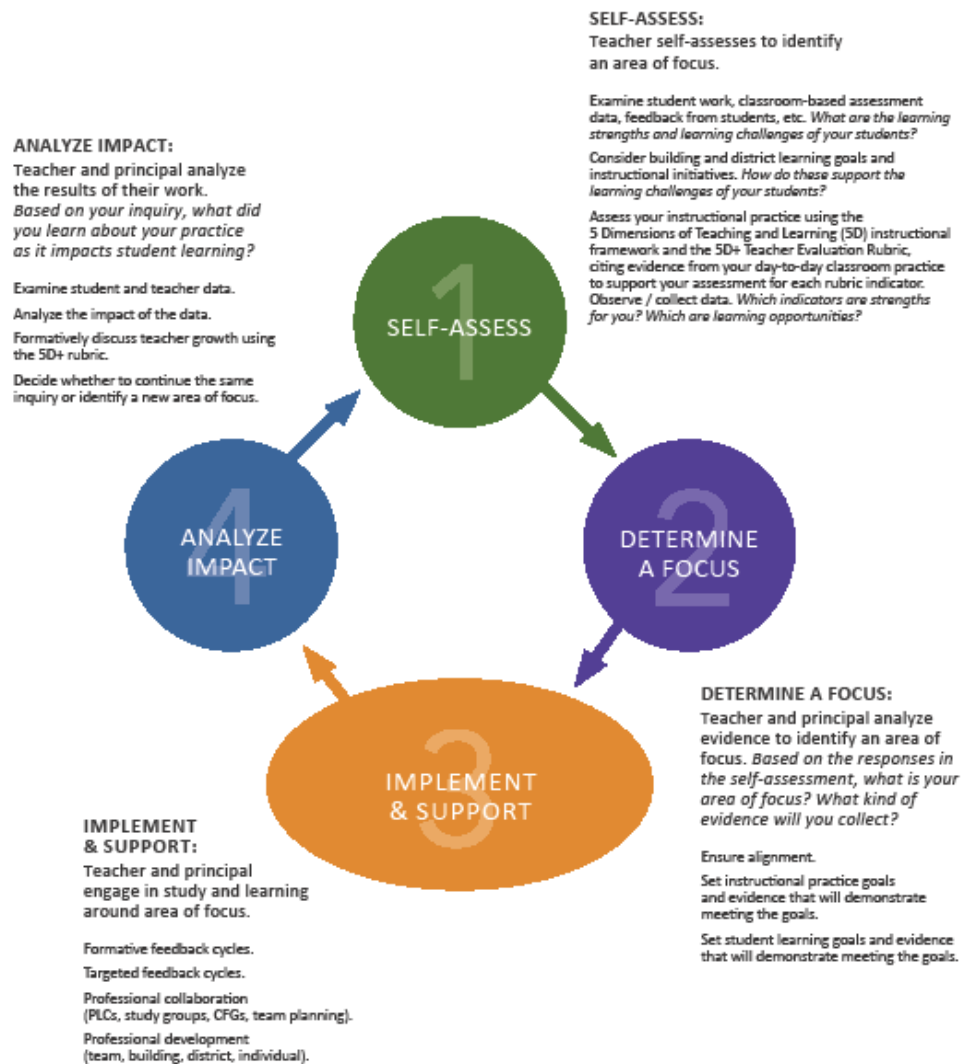
Appendix B – Inquiry Cycle (CEL)



CENTER for EDUCATIONAL LEADERSHIP

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5D+™ Inquiry Cycle



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Appendix C – Inquiry Overview



Federal Way Pre-Inquiry Conference (Comprehensive Only)

Teacher:	Date of Conference:
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This will be our agenda for your Pre-Inquiry Conference. Please come to the conference ready to answer these questions based on your self-assessment and professional practice with reference to the CEL 5D+ rubric.

It is optional to fill out form but a space has been provided for notes if you choose. I look forward to collaborating and learning with you this year!

QUESTIONS	NOTES
<u>Learning Targets (P4)</u> How do you share learning targets with students?	
<u>Success Criteria (P5 & A1)</u> How do students know the success criteria in your classroom?	
<u>Student Engagement (SE4-5)</u> What strategies and/or expectations do you use to engage your students in learning?	
<u>Pedagogy (CP5-7)</u> How do you differentiate and scaffold your instruction for all your learners?	
<u>Collection of Data (A4-6)</u> How do you collect formative data and how does that inform your instruction?	
<u>Professional Learning & Student Growth Goals</u> <i>See Prof. Learning and Student Growth Goal worksheet for questions.</i>	

Appendix D – Comprehensive Evaluation Rating Form

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 <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/> P 4 U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/> P 5 U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/> CEC 2 U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/>	Comments: U <input type="checkbox"/> 1 B <input type="checkbox"/> 2 P <input type="checkbox"/> 3 D <input type="checkbox"/> 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 <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/> SE 4 U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/> SE 5 U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/> CP 5 U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/>	Comments: U <input type="checkbox"/> 1 B <input type="checkbox"/> 2 P <input type="checkbox"/> 3 D <input type="checkbox"/> 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 <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/> SE 3 U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/>	Comments: U <input type="checkbox"/> 1 B <input type="checkbox"/> 2 P <input type="checkbox"/> 3 D <input type="checkbox"/> 4

U=UNSATISFACTORY B=BASIC P=PROFICIENT D=DISTINGUISHED

Federal Way Public Schools
Comprehensive Evaluation Rating Form

	<p>Curriculum & Pedagogy: CP 4: Differentiated instruction for students</p> <p>Assessment for Student Learning: A 4: Teacher use of formative assessments</p>	<p>CP 4</p> <p>U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/></p> <p>A 4</p> <p>U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/></p>	<p>U <input type="checkbox"/> 1 B <input type="checkbox"/> 2 P <input type="checkbox"/> 3 D <input type="checkbox"/> 4</p>
4-- Providing clear and intentional focus on subject matter content and curriculum	<p>Purpose: P 2: Lessons connected to previous and future lessons, broader purpose and transferable skill</p> <p>Curriculum & Pedagogy: CP 1: Alignment of instructional materials and tasks CP 2: Teacher knowledge of content CP 3: Discipline-specific teaching approaches</p> <p>Purpose: P 3: Design of performance task</p>	<p>P 2</p> <p>U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/></p> <p>CP 1</p> <p>U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/></p> <p>CP 2</p> <p>U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/></p> <p>CP 3</p> <p>U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/></p> <p>P 3</p> <p>U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/></p>	<p>U <input type="checkbox"/> 1 B <input type="checkbox"/> 2 P <input type="checkbox"/> 3 D <input type="checkbox"/> 4</p>
5-- Fostering and managing a safe, positive learning environment	<p>Classroom Environment & Culture</p> <p>CEC 1: Classroom arrangement and resources CEC 3: Use of learning time CEC 4: Student Status CEC 5: Norms for learning</p>	<p>CEC 1</p> <p>U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/></p> <p>CEC 3</p> <p>U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/></p> <p>CEC 4</p> <p>U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/></p> <p>CEC 5</p> <p>U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/></p>	<p>U <input type="checkbox"/> 1 B <input type="checkbox"/> 2 P <input type="checkbox"/> 3 D <input type="checkbox"/> 4</p>
6-- Using multiple student data elements to modify instruction and improve student learning	<p>Assessment for Student Learning:</p> <p>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</p>	<p>A 1</p> <p>U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/></p> <p>A 2</p> <p>U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/></p> <p>A 3</p> <p>U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/></p> <p>A 5</p> <p>U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/></p>	<p>U <input type="checkbox"/> 1 B <input type="checkbox"/> 2 P <input type="checkbox"/> 3 D <input type="checkbox"/> 4</p>
7--	<p>Professional Collaboration & Communication PCC 2: Communication and collaboration with parents and guardians</p>	<p>PCC 2</p> <p>U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/></p>	<p>U <input type="checkbox"/> 1 B <input type="checkbox"/> 2 P <input type="checkbox"/> 3 D <input type="checkbox"/> 4</p>

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				PCC 3				U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/>				U <input type="checkbox"/> 1 <input type="checkbox"/> B <input type="checkbox"/> 2 <input type="checkbox"/> P <input type="checkbox"/> 3 <input type="checkbox"/> D <input type="checkbox"/> 4 <input type="checkbox"/>				
	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				Comments:								
					PCC 4												
					PCC 5												
					U <input type="checkbox"/> B <input type="checkbox"/> P <input type="checkbox"/> D <input type="checkbox"/>				U <input type="checkbox"/> 1 <input type="checkbox"/> B <input type="checkbox"/> 2 <input type="checkbox"/> P <input type="checkbox"/> 3 <input type="checkbox"/> D <input type="checkbox"/> 4 <input type="checkbox"/>								
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)				U <input type="checkbox"/> 1 <input type="checkbox"/> B <input type="checkbox"/> 2 <input type="checkbox"/> P <input type="checkbox"/> 3 <input type="checkbox"/> D <input type="checkbox"/> 4 <input type="checkbox"/>				
	SG 3.2 Achievement of student growth goal(s)				U <input type="checkbox"/> 1 <input type="checkbox"/> B <input type="checkbox"/> 2 <input type="checkbox"/> P <input type="checkbox"/> 3 <input type="checkbox"/> D <input type="checkbox"/> 4 <input type="checkbox"/>				
	SG 6.1 Establish student growth goal(s)				U <input type="checkbox"/> 1 <input type="checkbox"/> B <input type="checkbox"/> 2 <input type="checkbox"/> P <input type="checkbox"/> 3 <input type="checkbox"/> D <input type="checkbox"/> 4 <input type="checkbox"/>				
	SG 6.2 Achievement of student growth goal(s)				U <input type="checkbox"/> 1 <input type="checkbox"/> B <input type="checkbox"/> 2 <input type="checkbox"/> P <input type="checkbox"/> 3 <input type="checkbox"/> D <input type="checkbox"/> 4 <input type="checkbox"/>				
	SG 8.1 Establish team student growth goal(s)				U <input type="checkbox"/> 1 <input type="checkbox"/> B <input type="checkbox"/> 2 <input type="checkbox"/> P <input type="checkbox"/> 3 <input type="checkbox"/> D <input type="checkbox"/> 4 <input type="checkbox"/>				
Low 5-12		Average 13-17		High 18-20		Student Growth Rating: (numeric value)			

Summative Rating & Impact on Student Learning Matrix

Summative Rating				TOTAL RATING			
4 Distinguished 29-32	3 Proficient Student Growth Inquiry	3 Proficient Student Growth Inquiry	2 Basic Student Growth Inquiry	1 Unsatisfactory 8-14	4 Distinguished	3 Proficient	2 Basic
3 Proficient 22-28	2 Basic 15-21	1 Unsatisfactory 8-14					
U=L				1 Unsatisfactory Plan of Improvement			
				Low 5-12	Average 13-17	High 18-20	

Insert an Evidence Inventory (Student Growth Data)

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)

- ☐ Distinguished ☐ Proficient ☐ Basic ☐ Unsatisfactory
☐ Proficient with Student Growth Inquiry ☐ Basic with Student Growth Inquiry

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

U=UNSATISFACTORY B=BASIC P=PROFICIENT D=DISTINGUISHED

Appendix E – Professional Learning Focus / Student Growth Goal Form

Washington State Criteria Student Growth Rubrics For Use in the 2013-14 School Year – Version 1.2

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 learning 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).

– OVER –



Appendix F– Salary Schedules

Federal Way Public Schools Certificated Salary Schedule for 2018-19 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	49,700	51,937	54,274	56,716	59,268	61,935
	10.67% Responsibility	5,303	5,542	5,791	6,052	6,324	6,608
	Total	55,003	57,479	60,065	62,768	65,592	68,543
1	Base Salary	50,694	52,975	55,359	57,850	60,454	63,174
	10.67% Responsibility	5,409	5,652	5,907	6,173	6,450	6,741
	Total	56,103	58,627	61,266	64,023	66,904	69,915
2	Base Salary	51,708	54,035	56,466	59,007	61,663	64,437
	10.67% Responsibility	5,517	5,766	6,025	6,296	6,579	6,875
	Total	57,225	59,801	62,491	65,303	68,242	71,312
3	Base Salary	52,742	55,115	57,596	60,187	62,896	65,726
	10.67% Responsibility	5,628	5,881	6,145	6,422	6,711	7,013
	Total	58,370	60,996	63,741	66,609	69,607	72,739
4	Base Salary	53,797	56,218	58,748	61,391	64,154	67,041
	10.67% Responsibility	5,740	5,998	6,268	6,550	6,845	7,153
	Total	59,537	62,216	65,016	67,941	70,999	74,194
5	Base Salary	54,873	57,342	59,922	62,619	65,437	68,382
	10.67% Responsibility	5,855	6,118	6,394	6,681	6,982	7,296
	Total	60,728	63,460	66,316	69,300	72,419	75,678
6	Base Salary	55,970	58,489	61,121	63,871	66,746	69,749
	10.67% Responsibility	5,972	6,241	6,522	6,815	7,122	7,442
	Total	61,942	64,730	67,643	70,686	73,868	77,191
7	Base Salary	57,090	59,659	62,343	65,149	68,081	71,144
	10.67% Responsibility	6,091	6,366	6,652	6,951	7,264	7,591
	Total	63,181	66,025	68,995	72,100	75,345	78,735
8	Base Salary	58,231	60,852	63,590	66,452	69,442	72,567
	10.67% Responsibility	6,213	6,493	6,785	7,090	7,409	7,743
	Total	64,444	67,345	70,375	73,542	76,851	80,310
9	Base Salary	59,396	62,069	64,862	67,781	70,831	74,018
	10.67% Responsibility	6,338	6,623	6,921	7,232	7,558	7,898
	Total	65,734	68,692	71,783	75,013	78,389	81,916
10	Base Salary	61,772	64,552	67,457	70,492	73,664	76,979
	10.67% Responsibility	6,591	6,888	7,198	7,522	7,860	8,214
	Total	68,363	71,440	74,655	78,014	81,524	85,193
11	Base Salary		67,134	70,155	73,312	76,611	80,058
	10.67% Responsibility		7,163	7,486	7,822	8,174	8,542
	Total		74,297	77,641	81,134	84,785	88,600
12	Base Salary		69,819	72,961	76,244	79,675	83,261
	10.67% Responsibility		7,450	7,785	8,135	8,501	8,884
	Total		77,269	80,746	84,379	88,176	92,145
13	Base Salary			75,879	79,294	82,862	86,591
	10.67% Responsibility			8,096	8,461	8,841	9,239
	Total			83,975	87,755	91,703	95,830
14	Base Salary			78,915	82,466	86,177	90,055
	10.67% Responsibility			8,420	8,799	9,195	9,609
	Total			87,335	91,265	95,372	99,664
15-19	Base Salary			82,071	85,764	89,624	93,657
	10.67% Responsibility			8,757	9,151	9,563	9,993
	Total			90,828	94,915	99,187	103,650
20-24	Base Salary			82,071	85,764	89,624	93,657
	10.67% Responsibility			8,757	9,151	9,563	9,993
	Longevity			1,100	1,100	1,100	1,100
	Total			91,928	96,015	100,287	104,750
25+	Base Salary			82,071	85,764	89,624	93,657
	10.67% Responsibility			8,757	9,151	9,563	9,993
	Longevity			2,200	2,200	2,200	2,200
	Total			93,028	97,115	101,387	105,850

*BA+15, BA+30 are consolidated within BA+0, and steps 9 and 10 are added 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
 As indicated in section 14.1.A, the base schedule will be adjusted by IPD in 2020-21 plus .5%.*

Federal Way Public Schools
Certificated Salary Schedule for 2019-20
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	49,700	51,937	54,274	56,716	59,268	61,935
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	Total	56,103	58,627	61,266	64,023	66,904	69,915
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	Total	57,225	59,801	62,491	65,303	68,242	71,312
3	Base Salary	52,742	55,115	57,596	60,187	62,896	65,726
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	10.67% Responsibility	5,740	5,998	6,268	6,550	6,845	7,153
	Total	59,537	62,216	65,016	67,941	70,999	74,194
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	10.67% Responsibility	5,855	6,118	6,394	6,681	6,982	7,296
	Total	60,728	63,460	66,316	69,300	72,419	75,678
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	10.67% Responsibility	5,972	6,241	6,522	6,815	7,122	7,442
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	10.67% Responsibility	6,338	6,623	6,921	7,232	7,558	7,898
	Total	65,734	68,692	71,783	75,013	78,389	81,916
10	Base Salary	61,772	64,552	67,457	70,492	73,664	76,979
	10.67% Responsibility	6,591	6,888	7,198	7,522	7,860	8,214
	Total	68,363	71,440	74,655	78,014	81,524	85,193
11	Base Salary		67,134	70,155	73,312	76,611	80,058
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	Total		74,297	77,641	81,134	84,785	88,600
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	10.67% Responsibility		7,450	7,785	8,135	8,501	8,884
	Total		77,269	80,746	84,379	88,176	92,145
13	Base Salary			75,879	79,294	82,862	86,591
	10.67% Responsibility			8,096	8,461	8,841	9,239
	Total			83,975	87,755	91,703	95,830
14	Base Salary			78,915	82,466	86,177	90,055
	10.67% Responsibility			8,420	8,799	9,195	9,609
	Total			87,335	91,265	95,372	99,664
15-19	Base Salary			82,071	85,764	89,624	93,657
	10.67% Responsibility			8,757	9,151	9,563	9,993
	Total			90,828	94,915	99,187	103,650
20-24	Base Salary			82,071	85,764	89,624	93,657
	10.67% Responsibility			8,757	9,151	9,563	9,993
	Longevity			2,000	2,000	2,000	2,000
	Total			92,828	96,915	101,187	105,650
25+	Base Salary			82,071	85,764	89,624	93,657
	10.67% Responsibility			8,757	9,151	9,563	9,993
	Longevity			4,000	4,000	4,000	4,000
	Total			94,828	98,915	103,187	107,650

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*
As indicated in section 14.1.A, the base schedule will be adjusted by IPD in 2020-21 plus .5%.

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 *	\$28.56
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.

A. District Co-Curricular Stipends

	Title	2017-2018	Minimum Number of Events Outside School Day
High School	Band	\$5,000	7 Performances/Contests
	Choir	\$5,000	7 Performances/Contests
	Orchestra	\$5,000	7 Performances/Contests
	Marching/Pep Band	\$2,500	10 Games or 2 Parades/Competitions
	Drama	\$5,000	6 Performances
	Debate	\$5,000	8 Contests
	Journalism/Newspaper	\$3,000	8 Publications
	Yearbook	\$3,500	1 Publication
	Student Leadership	\$3,000	4 events
Middle School	Band	\$3,000	5 Performances/Contests
	Choir	\$3,000	5 Performances/Contests
	Orchestra	\$3,000	5 Performances/Contests
	Drama	\$2,500	4 Performances
	Journalism/Newspaper	\$2,500	8 Publications
	Yearbook	\$2,500	1 Publication
	Student Leadership	\$1,500	4 events
Elementary/K-8	Music	\$2,000	All students perform at least once

Notes:

Co-Curricular stipends, with the exception of elementary music, 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

B. Stipend Units Allocated per School

	<u>Leadership</u> \$2000 each	<u>Department</u> \$250 each	<u>Event Supervision</u> \$50 each	<u>Flexible & Intramurals</u> \$250 each
Elementary	4	1	15	23
K-8	4	3	15	31
Middle School	4	10	30	58
High School	6	18	125	104
Small Secondary	4	2	15	32

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 Extension _____ 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



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.

5D, 5D+, "5 Dimensions of Teaching and Learning" and other logos/identifiers are trademarks of the University of Washington Center for Educational Leadership.

4-6-17

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

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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?

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4-6-17

STUDENT ENGAGEMENT

5D+ 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)?
SE3	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?
SE3	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?
SE5	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)?

These guiding questions were developed by CEL in collaboration with the Beaverton, Bellingham, Enumclaw and Kent School Districts.

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?
CP5	How does the teacher scaffold learning to support the student's participation in meaning making?
CP5	How does the teacher scaffold learning to provide all students with access to participation in academic and social learning opportunities?
CP5	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

5D+ 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?
A5	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 CEL in 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 over time?
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 time?
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?
CEC5	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.

FORM A- CPDP Goal setting Form

FEDERAL WAY PUBLIC SCHOOLS

FORM A CONTINUOUS PROFESSIONAL DEVELOPMENT PROGRAM GOAL SETTING

Name _____ Date _____

I. Goal Statement

Specific
Measurable
Attainable
Relevant
Tactically Sound

Goal Statement:

II. What will I learn?

How will achieving this goal affect student learning?

III. Activities/Timeline

[-----]

IV. Evidence of Learning

Checkpoint of Learning:
Responsibility:
Teacher/Supervisor Reflection:

Checkpoint of Learning:
Responsibility:
Teacher/Supervisor Reflection:

Checkpoint of Learning:
Responsibility:
Teacher/Supervisor Reflection:

Employee Signature _____ Date _____ Employer Signature _____ Date _____

FORM A
CONTINUOUS PROFESSIONAL DEVELOPMENT PROGRAM
GOAL SETTING

Goal Statement:

What I learned:

How it affected student learning:

Supervisor's Summary:

Form 181-A 10/99 Page 2

FORM B-CPDP Goal Setting Form

FEDERAL WAY PUBLIC SCHOOLS **FORM B** **CONTINUOUS PROFESSIONAL DEVELOPMENT PROGRAM** **GOAL SETTING**

Name _____ Date _____

I. Goal Statement

Specific	Goal Statement: _____ _____ _____
Measurable	
Attainable	
Relevant	
Tactically Sound	

II. What will I learn? _____

How will achieving this goal affect student learning? _____

III. Activities/Timeline
 [_____]

IV. Goal Statement:
 What I learned: _____

How it affected student learning: _____

Supervisor's Summary: _____

FORM C-CPDP Completion Report

Form C

CONTINUOUS PROFESSIONAL DEVELOPMENT PROGRAM 12-MONTH COMPLETION REPORT

Date completed: _____

Subject Area(s) Taught: _____
(Identify **All** Areas Taught) _____

This is to certify that _____, an employee at _____
has completed a 12-month evaluation according the provisions of the Continuous Professional
Development Program found in the negotiated Agreement between the Federal Way School
District and the Federal Way Education Association.

Employee

Supervisor

Form C - Updated 12/20/2006

Form C

CONTINUOUS PROFESSIONAL DEVELOPMENT PROGRAM 12-MONTH COMPLETION REPORT

Date completed: _____

Subject Area(s) Taught: _____
(Identify **All** Areas Taught) _____

This is to certify that _____, an employee at _____
has completed a 12-month evaluation according the provisions of the Continuous Professional
Development Program found in the negotiated Agreement between the Federal Way School
District and the Federal Way Education Association.

Employee

Supervisor

Form C - Updated 12/20/2006

FORM D-Teaching for Learning Standards Evaluation Form

FEDERAL WAY SCHOOL DISTRICT POST OBSERVATION CONFERENCE AND FINAL EVALUATION FORM Form D

Teacher () Initial () is meeting Teaching for Learning Standards. Observation 1
() is not meeting Teaching for Learning Standards.* Final Evaluation 2
Subject Area(s) Observed: Observation
Attachment
Administrator () Initial Date

	Y- Meets Standards			N - Does Not Meet Standards	U-Unobserved
	Y	N	U		
TEACHING FOR LEARNING STANDARDS					
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					

<u>TEACHING FOR LEARNING STANDARDS</u>		<u>DEMONSTRATES STANDARDS</u>			<u>SUPERVISOR COMMENTS</u>
		Y	N	U	
D. DELIVERING INSTRUCTION					
1. Clearly define 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					
EMPLOYEE COMMENTS:					

*I find _____ performance does not demonstrate Teaching for Learning Standards and a Plan of Improvement will be developed with the teacher. We will meet to finalize the Plan of Improvement.

Signature of Supervisor _____ Signature of Teacher _____ Date _____

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

FORM F- Counselor Evaluation Form

FEDERAL WAY PUBLIC SCHOOLS

Counselors Post Observation Conference and Final Evaluation Form

Counselor _____ () _____
 Administrator _____ () _____
 Observation 1 _____
 Observation 2 _____
 Final Evaluation _____
 Date: _____

Y - Meets Standards N - Does Not Meet Standards U - Unobserved

COUNSELING PROGRAM COMPONENTS	DEMONSTRATES STANDARDS			SUPERVISOR COMMENTS
	Y	N	U	
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 (Advice, 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 _____ Curriculum _____ Individual Planning _____ Responsive Services _____ System Support _____ TOTAL	Elem. School _____ 35-40% 5-10% 30-40% 10-15% 100	Middle School _____ 25-35% 15-25% 30-40% 10-15% 100	High School _____ 15-25% 25-35% 25-35% 15-20% 100	

Counselor Post Observation and Final Evaluation Form

Employee Comments

I find the performance of _____ does not demonstrate Teaching for Learning Standards and a Plan of Improvement will be developed with the counselor. We will meet to finalize the Plan of Improvement.

Signature of Supervisor

Signature of Counselor

Date

Form 181-E 07/01

Page 2

FORM G-Substitute 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 H-Librarian Evaluation Form

LIBRARY MEDIA SPECIALIST EVALUATION Federal Way Public Schools

Employee Name:		Date:			
Type of Evaluation:		<input type="checkbox"/> Formative (Mid-Year)		<input type="checkbox"/> 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 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 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.		<div style="display: flex; justify-content: space-around; text-align: center;"> <div>1 – Unsatisfactory</div> <div>2 – Meets Basic Expectations</div> <div>3 – Meets Full Expectations</div> <div>4 – Exceeds Expectations</div> </div>			
COMPETENCIES					
1. INSTRUCTIONAL PRACTICES					
<ul style="list-style-type: none"> 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 		<div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div>			
Comments:					
2. TEACHING STRATEGIES					
<ul style="list-style-type: none"> Differentiates instruction Uses strategies to encourage active student engagement Intentionally plans lessons with a learning target 		<div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div>			
Comments:					
3. READING ADVOCACY					
<ul style="list-style-type: none"> Promotes student reading for information and pleasure 		<div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div>			

LIBRARY MEDIA SPECIALIST PERFORMANCE EVALUATION
Federal Way Public Schools

<ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> 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 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Comments:	
5. COLLECTION DEVELOPMENT <ul style="list-style-type: none"> 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 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Comments:	
6. INTERPERSONAL RELATIONS <ul style="list-style-type: none"> 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 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Comments:	
7. LIBRARY ENVIRONMENT <ul style="list-style-type: none"> Creates a welcoming atmosphere for students, staff, families and community Arranges library to ensure student safety Arrangement of library is conducive to learning 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Comments:	
8. CONFIDENTIALITY <ul style="list-style-type: none"> Follows FERPA laws Discloses information only with proper authorization 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
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

Form I – Instructional Coach Evaluation

FEDERAL WAY PUBLIC SCHOOLS- INSTRUCTIONAL COACH EVALUATION FORM

Instructional Coach _____
 () 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 _____ Date: 1 _____ 2 _____ 3 _____
 () Initial Y = Yes N = No U = Unobserved

FWPS COACHING FOR LEARNING STANDARDS		DEMONSTRATES STANDARDS		SUPERVISOR COMMENTS
Y	N	Y	N	
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 collegiality 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			SUPERVISOR COMMENTS
		Y	N	U	
D. PROFESSIONAL DEVELOPMENT					
1. Skillfully facilitates and provides on-going, job embedded professional development opportunities for building staff: 1:1, 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 adult learning priorities 4. Utilizes adult learning theory, appropriate elements of standards based lesson planning, and the "10 Essential Elements" when designing professional development opportunities					
E. DATA ANALYSIS AND STUDENT ACHIEVEMENT					
1. 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					
1. 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 Learning 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:		<input type="checkbox"/> Formative (Mid-Year)	<input type="checkbox"/> 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 <ul style="list-style-type: none"> 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.. 		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					
2. Designing and Planning <ul style="list-style-type: none"> 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. 		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					

Athletic Directors Comprehensive Evaluation
Federal Way Public Schools
PAGE 2

3. Demonstrating Knowledge and Professional Preparation <ul style="list-style-type: none"> 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. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
4. Delivering Instruction <ul style="list-style-type: none"> 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. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
5. Following Federal Way Public Schools established hiring procedures <ul style="list-style-type: none"> Leads the hiring process for all coaching vacancies Observes and evaluates all head coaches, assistant coaches per FWPS Coaches Contract. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
6. Professional Relations <ul style="list-style-type: none"> 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 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 Quick PLC Summary Sheet	
PLC Focus:	
Members present:	
Our PLC worked on (circle and answer those that apply):	
PLC Question 1: <i>What do we want students to know and be able to do?</i>	We worked on this question by:
PLC Question 2: <i>How are we going to know when they have learned it?</i>	We worked on this question by:
PLC Questions 3: <i>What do we do if they have not?</i>	We worked on this question by:
PLC Question 4: <i>What do we do if they have already learned it?</i>	We worked on this question by:
Our next steps are:	
(Optional) Supports we could use are:	

SIGNATURES


**FOR THE BOARD OF EDUCATION
FEDERAL WAY SCHOOL DISTRICT**




School Board President



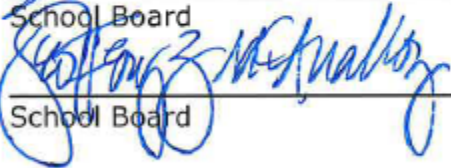
School Board



School Board



School Board



School Board



Superintendent

Date: 11/13/18

**FOR THE FEDERAL WAY EDUCATION
ASSOCIATION**



FWEA President



FWEA-ESP Representative

11-13-18

Date