To: Special Education Teachers

MEMO

From: Dr. Dani Pfeiffer, Deputy Superintendent

David Brower, Performance Management Officer

Shannon McCann, FWEA President

Date: August 30th, 2016

Re: Special Education Loss of Planning and Duty Free Lunch

During the 2015-16 school year, the Federal Way Education Association filed a grievance over the loss of planning and/or duty free lunch time suffered by special education teachers. It was discovered that in a few instances teachers were routinely and systematically scheduled through their planning periods, as evidenced by the master schedule. It was also discovered that in many other situations, teachers were called by administration to deal with emergent situations involving their students during their planning and/or during their duty free lunch. All such instances constitute violations of the collective bargaining agreement.

To resolve the grievance, the Association and District have agreed to the following:

1. For the 2015-2016 contract year, the district agrees to compensate the few special education teachers who were routinely and systematically scheduled to work through their planning period at an additional .2 FTE at the per diem rate of pay. The parties jointly determined which teachers received this .2 stipend based on the master schedules, meaning based on those teachers who were not scheduled a planning as part of their regular instructional day.
2. The district agrees to compensate all other special education teachers, except early childhood teachers who teach four days and have a full day without students, with a $2,378 stipend for the 2015-2016 contract year for the presumed but unsubstantiated periodic loss of planning time and/or duty free lunch time. This amount will be prorated for part-time teachers. This stipend is a negotiated amount in recognition of the fact that many teachers have lost some planning and/or lunchtime, while understanding that we do not have the ability to document or ascertain exactly how frequently such a loss occurred.
3. The District agrees to direct principals to develop future schedules that ensures that all special education teachers will receive duty free lunch and 180 hours of planning in accordance with the Collective Bargaining Agreement, (CBA), excepting #5 below.
4. For the 2016-2017 school year, the district agrees to compensate special education teachers, excepting early childhood teachers, 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.
5. The parties agree 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 in the 2016-2017 contract year. 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.

The parties agree that these terms and conditions resolve the current grievance, and that this agreement constitutes the entire agreement between the parties and no other agreements are implied. In exchange for remedies in numbers 1-5 above the Federal Way Education Association agrees to forever withdraw it’s grievance regarding this matter. The parties agree that this agreement is a negotiated settlement and as such does not set a new permanent standard of practice and sets no precedent for resolution of issues of a similar nature in the future. The parties further agree that the issues raised by this grievance will be a subject of collective bargaining when the contract is opened in 2017.

The parties recognize the critical work that our Special Education Teachers do and “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” (CBA, pg. 1).