

AGREEMENT

BY AND BETWEEN THE

FEDERAL WAY SCHOOL DISTRICT

AND THE

FEDERAL WAY EDUCATION
ASSOCIATION

EFFECTIVE SEPTEMBER 1, 2009 UNTIL AUGUST 31, 2014

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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.

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. Staff will use this process whenever a reference is made to shared decision-making in this Agreement.

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 also based on the premise that all staff have the responsibility to know and apply the District Strategic Plan, the Building Learning Plan, the four state goals, the Teaching for Learning Standards, and the Grade Level and Course Expectations.

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

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 employees, 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 Building Learning 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" 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 Director of 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 employees will receive a summary of the Agreement. Additional hard copies of the Agreement may be requested from Human Resources.

ARTICLE 2

ASSOCIATION AND MANAGEMENT BUSINESS

Section 2.1 - Management Rights

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

- A. The right to hire all staff subject to the provisions and limitations of the law and to determine qualifications for professional service and to assign, promote, transfer, dismiss, or demote all staff subject to provisions of the law and this Agreement.
- B. The establishment of grades and courses of instruction including special programs.
- C. The duty to determine certain methods of classroom instruction in consultation with the Association and conditions of certificated employment consistent with this Agreement, the individual contract, and the collective bargaining and supplemental contract laws.
- D. The Board may request the Association enter into discussions to modify or adopt a policy or action which is subject to collective bargaining. The policy will not be adopted nor action taken until the legal obligation to collectively bargain is honored. This Agreement does not encompass all of the policies and procedures of the District and is not to be construed as repealing any policies or procedures that now exist except to the extent that a conflict may exist between this Agreement and existing policies or procedures.

Section 2.2 - Association Rights

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

The Association may use the District mail service, employee mailboxes, technology and electronic mail in compliance with District policies and regulations for communications to employees. 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 employees. 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.

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 the New Teacher Orientation training agenda.

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 his/her term(s) as Association President, the employee will be placed in the position last held or in a similar position within the District if the position no longer exists unless he/she requests a transfer. This right to return to his/her position, even if he/she is on leave 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. Staff who begin work after the September pay period will have deducted from each monthly pay warrant an amount equal to a prorated share of the balance remaining from the annual rate for dues, representation fees, or charitable contributions through the August pay period of the first year of employment.
- E. The Association agrees to reimburse any employee who pays an amount in excess of the rate required for dues or representation fees equivalent to that received in overpayment.
- F. Each month the District will send the Association all money deducted for dues and representation fees accompanied by a list of names of those employees from whose pay warrants the deductions have been made.
 - 1. Deduction of Membership Dues, Representation Fees, or Charitable Contributions. Staff hired by the District on or after the first day of October, 1979, will, within thirty (30) days from their beginning date of employment, join the Association and pay membership dues or not join the Association and pay representation fees, or will make a contribution to a nonreligious charitable organization. Staff who properly submitted a Declaration of Exemption From Deduction of Dues or Fees or Charitable Contributions form to declare a personal exemption in September 1979, will continue to be exempt until they voluntarily join the Association.
 - 2. Membership Dues Deductions. Within thirty (30) calendar days from their first working day of the school year, 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. At the beginning of the school year, the Association agrees to provide the District with the names of those certificated staff members who have joined the Association and have paid their dues and assessments by a means other than through payroll deductions.
 - 3. Representation Fee Deductions. In the event that a staff member fails within the prescribed time to sign and deliver an Authorization of Dues Deduction form or, if eligible, an Authorization of Deduction for Contribution to Nonreligious Charitable Organization form, the District agrees to deduct from

the salary of the staff member a representation fee in an amount not to exceed monthly membership dues provided that staff who have joined the Association and have paid by means other than payroll deductions, as verified by the Association list, will not be subject to this deduction. Representation fee deductions will be handled and transmitted by the District in the same manner as membership dues deductions. A staff member may claim a bona fide religious objection as outlined below.

4. Religious Objection Exemption. In order to safeguard the right of non-association of staff based upon a bona fide religious objection, the teachings or tenets of a church or religious body of which the staff member is a member, the staff member may elect to pay an amount of money equivalent to the representation fee to a nonreligious charity or to another charitable organization mutually agreed upon by the staff member and the Association. (For Authorization of Deduction for Contribution to Nonreligious Charitable Organization Form see Appendix A.) The Association reserves the right to challenge the religious objection. If the staff member and Association do not reach agreement on the designation of the charitable organization, the matter will be referred to the Public Employment Relations Commission by the Association or the staff member. The Board will comply with the decision and remedy ordered by P.E.R.C.

5. 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 indiscriminately 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 citizens 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 his/her professional performance, the private life of a certificated staff is not within the appropriate concern or attention of the Board. All teachers 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 employees 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 his/her professional judgment when utilizing student material or when responding spontaneously and is free to express his/her opinion on such subjects, but not free to teach his/her 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 teacher.

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 employee 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 employee's competence, character, or behavior will be placed in the personnel file without both his/her 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 employees 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. Employees 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 Building Learning Plan, the staff, and any forms/guides/procedures that are unique to the building.

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

Section 4.2 - Definitions

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

- A. Transfer - A "transfer" will mean a relocation of an individual from one school to another. Relocation of a total program to another school will not constitute a transfer.
- B. Voluntary Transfer - A "voluntary transfer" will mean all transfers to an open position for which a staff member has applied. The transferring staff member's current position is not vacant until he/she 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 non-renewal 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. Staff who are on a provisional 2 contract provided they have a positive evaluation on file in Human Resources.
 - 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 who are on a provisional 1 contract.
 - c. Staff on supplemental overload contracts during the performance of such contracts.
 - d. 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. An employee 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 you are a .5 and an additional 1.0 position opens in your building, you can request reassignment to the 1.0 assignment.)

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 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 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 a staff member is involuntarily transferred to an assignment which he/she 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.

Section 4.9 - Assessment of Process

The joint labor/management meetings 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 employees.

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, CONTINUOUS PROFESSIONAL DEVELOPMENT, PROBATION, DISCIPLINE, AND DISCHARGE OF STAFF

Section 5.1 - Introduction

- A. An evaluation system for teachers has the following elements, goals, and objectives:
1. An evaluation system must be meaningful, helpful, and objective;
 2. An evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvements;
 3. An evaluation system must encourage respect in the evaluation process by the persons conducting the evaluation and the persons subjected to the evaluation through the importance of recognizing objective standards and minimizing subjectivity.

It is anticipated and expected that staff will have room for improvement and should not become alarmed simply because suggestions are made for improving performance. It is incumbent on the supervisor to clearly indicate to a staff member that his/her performance is unsatisfactory and is placing his/her continued employment in danger.

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 - New-to-the-District Certificated Staff

- A. Certificated staff hired by the District will, during their first two (2) years, be expected to participate in District-provided training in core programs designed to provide the staff with the skills necessary to implement the critical teaching and support service expectations of all staff.
 - 1. All first-year staff will focus approximately eighty percent (80%) of their time on acquiring the core skills and twenty percent (20%) of their time on goal development and assessment.
 - 2. All second-year staff will balance their focus between acquiring core skills and goal development and assessment.
 - 3. All third-year staff will focus approximately twenty percent (20%) of their time on core skills training and eighty percent (80%) of their time on goal development and assessment.
 - 4. For the purpose of this section, time refers to the effort the staff member puts into preparing him/herself for carrying out the responsibility of teaching or providing other student services. Time in this context is not a clock or calendar; rather, time is focus.
- B. During the first three (3) years of employment with the District, staff will be evaluated according to the procedures set out in Section 5.6 below, Procedures for Traditional Evaluation.
- C. At the beginning of the fourth year of employment, all staff who meet minimum standards of performance will participate in the Continuous Professional Development Program.
- D. New Teacher and TAP Coaches Positions
 - 1. Appointments will be for one (1) year and can be renewed annually. The Executive Director of Teaching For Learning or his/her designees will supervise teachers appointed to these positions.
 - 2. Individuals selected as TAP/NTT coaches will communicate with building principals in terms of their schedules and general activities, but will not provide evaluative feedback to either the Association or Management.
 - 3. The parties agree that the TAP/NTT coaches will not be used as witnesses in any performance-based evaluation or disciplinary action involving a staff person they are working with as a coach.

Section 5.3 - Continuous Professional Development Program

- A. Staff who have met and continue to meet the minimum standards of performance will participate in the Continuous Professional Development Program.
- B. To insure that the staff and supervisor have adequate time to develop and assess goals, the supervisor may stagger the annual goal-setting dates for staff throughout the school year. As used in this Article “supervisor” will mean principal, assistant or vice principal, or director as appropriate.
- C. The Continuous Professional Development Program will consist of the following:
 - 1. The staff member will meet annually with his/her supervisor and other colleagues as necessary and appropriate to collaboratively establish a maximum of three (3) professional goals to work toward during the next twelve (12) months.
 - 2. The goals will take into consideration the Building Learning Plan, the District Mission and Goals, the indicators for quality teaching, and the individual’s personal and professional needs.
 - 3. Goal development may be a shared process with a team of colleagues.
 - 4. In developing the goals, the method of assessment, the timelines, and any support that is to be provided by the District will be identified and put in writing.
 - 5. Throughout the twelve (12) month period, the supervisor and the staff member will have ongoing meetings to discuss progress toward the goals as well as any areas of concern. There will be no fewer than two (2) interim contacts during the twelve (12) month period. It is anticipated and expected that all staff will have room for improvement and should not become alarmed simply because suggestions are made for improving performance. Suggestions for improvement made throughout the Continuous Professional Development Program process will not become data used to make future personnel decisions beyond the decision of the principal to return to traditional evaluation.
 - 6. At the meeting for the annual assessment of the goals, a form stating that the Continuous Professional Development Program process has been completed for that twelve (12) month period will be prepared and signed by the supervisor and individual and forwarded to Human Resources for placement in the individual’s personnel file. All other material related to the process will remain with the staff member and will not be used in any employment decision.

- D. A staff member participating in the Continuous Professional Development Program who transfers to another position will continue in the program and be integrated into the new site's goal-setting schedule. Efforts will be made to allow for the completion of the current goals so long as the goals are not in conflict with the Building Learning Plan.
- E. The parties will continue to support the use of cognitive coaching models, goal setting, and collaboration training for staff and administrators to insure the success of the program.
- F. Should the Superintendent of Public Instruction find any aspects of the CPDP program out of compliance and a waiver is not granted, the parties will alter CPDP to bring the program into compliance. The CPDP Advisory Committee will continue to monitor the implementation and advise the parties on needed modifications to the CPDP program.

Section 5.4 - Removal from the Continuous Professional Development Program

If the supervisor feels that minimum standards of performance are not being met by the staff member, the supervisor will notify the Director of Human Resources and the Association President. The supervisor will conduct a minimum of sixty (60) minutes of formal observation. If, following the observations, the supervisor determines that the minimum standards of performance are not being met, the staff member will be removed from the Continuous Professional Development Program and returned to traditional evaluation until such time as the Teaching for Learning Standards are again met or other personnel action is taken.

Upon removal from the Continuous Professional Development Program, a plan of improvement will be developed by the supervisor in consultation with the staff member, the Association, and Human Resources. The existence of a plan of improvement does not constitute probation.

If, however, the supervisor determines that the staff member's performance is such that a probationary plan of improvement is warranted, the supervisor will provide the staff member and the Association with thirty (30) calendar days advance notice of their intent to recommend probation to the Superintendent. All such plans if implemented will conform to section 5.7 probation.

Observations, traditional evaluations, and personnel actions will be conducted pursuant to Section 5.6.

Section 5.5 - Teaching for Learning Standards

A. All staff during their first three (3) years of employment (for purposes of this provision, time spent as a substitute does not count) and those staff members who have been removed from the Continuous Professional Development Program will be evaluated in accordance with the criteria and forms as follows:

1. Classroom teachers - including music teachers, basic skills teachers, physical education specialists, and special education teachers will be evaluated in accordance with the Teaching for Learning Standards found on Form E. These standards meet or exceed the minimum standards required under law.

The evaluation will be recorded on the Post Observation Conference and Final Evaluation Form found on Form D.

2. The parties will work to modify the Teaching for Learning Standards to reflect any unique aspects of staff whose duties are not included above. Pending the adoption of new standards, support personnel will be evaluated in accordance with 1994-95 criteria. It is the intent of the parties to keep the modifications to a minimum.

Section 5.6 - Procedures for Traditional Evaluation

A. All staff not in the Continuous Professional Development Program will be evaluated each school year by their supervisor or a person designated by the supervisor to evaluate.

The Director of Student Support Services or his/her designee will complete the performance evaluations for itinerant specialists such as communication disorder specialists, psychologists, Day Treatment Program instructors, or other special needs itinerant personnel. Input from the building principal regarding the job performance of these itinerant specialists will be gathered from each of their assigned schools. This input will be used when the annual performance evaluation is written.

B. Within four (4) weeks of the beginning of school, each building principal will hold a meeting or individual conferences with those staff members who are to be evaluated with the traditional process and to review evaluative criteria and procedures including:

1. Each staff member's position or assignment and/or special administrative expectations.
2. The process the evaluator will follow in determining the quality of the staff member's performance.

C. All certificated staff will be observed for the purposes of evaluation at least twice in the performance of their assigned duties. Total observation time for each staff

for each school year will not be less than sixty (60) minutes. At least one (1) observation will be for a minimum of thirty (30) minutes. Following each observation or series of observations the principal or other evaluator will promptly document the results of the observation in writing and will provide a copy to the staff within three (3) days after the report is prepared but no longer than five (5) days after the observation.

Certificated staff new to the District will be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment period.

1. At the request of the teacher, one (1) of the two (2) required observations listed above will be prearranged. Upon the request of either the staff or the evaluator, a pre-observation conference will be held so the evaluator can be apprised of the staff member's objectives, methods, and materials planned for the teaching/learning situation to be evaluated.
 2. A staff member not in the Continuous Professional Development Program who is transferred to another position not under the supervisor's jurisdiction will be evaluated at the time of the transfer providing that the staff member has been in the position forty-five (45) workdays.
- D. Within three (3) workdays after an observation, the certificated staff or principal may request a post-observation conference during which the observation and/or the certificated staff member's performance may be discussed. During this conference the certificated staff member may request clarification of the evaluation and the principal may suggest a plan for improving the certificated staff member's performance. The post-observation conference will occur within five (5) workdays after the request.
- E. Each certificated staff member not in the Continuous Professional Development Program will be evaluated annually prior to May 15. A private conference may be held if requested by the staff member or the supervisor prior to May 30. The certificated staff member is to be given a copy of the completed annual evaluation. If the observer and the evaluator are not one and the same person, the observer and the evaluator will both sign the annual evaluation.

The certificated staff member will sign the report and any attachments to indicate he or she has read the report, had an opportunity to discuss the report with the supervisor, and has received a copy. No additional comments are to be appended after the report has been signed.

- F. All annual evaluation reports for staff not in the Continuous Professional Development Program are to be forwarded to the principal's supervisor prior to May 30. After a review of the annual evaluation reports by the principal's

supervisor, the reports will be forwarded to Human Resources for filing in the certificated staff member's personnel file.

Section 5.7 - Probation (Non-provisional)

A. Every non-provisional certificated staff whose performance is judged unsatisfactory based on the Teaching for Learning Standards will be notified in writing of the stated specific area(s) of deficiency along with a suggested specific reasonable program for improvement. Within ten days of the formal evaluation identifying the performance issues and at least ten days prior to the recommendation for probation being delivered, the evaluator will meet with the staff member in an attempt to resolve matters relating to performance. The District will comply with all timeline and procedures required by state law for the probation of non-provisional certificated staff.

1. The evaluator's recommendation for probation will include the following:
 - a. A precise definition of the problem(s).
 - b. A precise set of expectations delineating what levels of performance would constitute acceptable performance in the problem areas defined.
 - c. A prescription for remediation which spells out courses of action and time expectations so the staff involved can reach an acceptable level of performance.
 - d. 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.
 - e. The parties will develop a consistent format for providing the required information.
 2. The Superintendent or his/her designee will review the recommendation for probation. If the Superintendent or his/her designee determines that there is an alternative to probation, he/she may continue to work with the parties involved.
 3. The decision to place a staff member on probation is to be determined by the Superintendent. If a staff member is placed on probation, the actual letter of probation from the Superintendent to the staff must include, or incorporate by specific reference to the evaluator's recommendation, all the provisions of subsection 1c. above.
- B. The purpose of the probationary period is to give the certificated staff an opportunity to demonstrate improvements in his/her areas of deficiency.

1. 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.
2. The supervisor may authorize one (1) additional certificated staff member to evaluate the probationer and to aid the staff member in improving his/her areas of deficiency.
3. The probationer may be removed from probation if he/she has demonstrated improvement to the satisfaction of the supervisor in those areas specifically detailed in his/her initial notice of deficiency and subsequently detailed in his/her improvement program. Lack of necessary improvement will be specifically documented in writing with notification to the probationer and will constitute grounds for a finding of probable cause for non-renewal of contract or discharge.

Section 5.8 – Non-renewal, Adverse Action, and Discharge

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

- A. Written notice of non-renewal 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.
- B. Written notice of non-renewal 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.
- C. 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.

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 position he/she now occupies as well as one (1) or more other positions under the employment categories listed below, he/she will be left in the position he/she now occupies.

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 for the position being filled.

2. Preparation Criteria

a. Elementary - General

For an elementary teaching position, a person must have at least three (3) quarter hours of college credit elementary reading. Additionally, the person must have at least nine (9) college credits in any combination of the following elementary fields: mathematics, science, social studies, arts, music, health and physical education, language arts, children's literature, or methods of teaching.

Elementary teachers with certificates issued after September 1, 1987, must have a K-8 elementary endorsement.

The requirement of college preparation will be waived for any staff member who has taught in a primary or intermediate position for at least fifty percent (50%) of his/her teaching time during the current school year or during any two (2) or more previous school years within the past ten (10) years.

b. Secondary - General

For a secondary teaching position, a person must have a major or minor or the equivalent in a particular subject area in which at least fifty percent (50%) of his/her teaching time will be devoted. The requirements of college preparation will be waived for any staff member in a secondary position if at least fifty percent (50%) of his/her teaching time during the current school year or during any two (2) or more previous school years within the past ten (10) years has been in that particular field.

Secondary teachers with certificates issued after September 1, 1987, must be endorsed in the specific subject areas in which they are teaching.

c. Special Education - All Levels

All personnel employed in whole or in part from special education funds will hold appropriate credentials and qualifications.

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 signed and dated his/her first 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 signed and dated his/her first 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 1 - 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 his/her current position, the staff member will be placed in another position for which he/she 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 – Non-renewal - If, after the above procedures have been followed and the staff member still cannot be placed in a position for which he/she qualifies, he/she 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 non-renewal 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

- | <u>A. Experience</u> | <u>Points</u> |
|--|---------------|
| 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 B)

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 educator 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 here, sites may need to seek waivers of the state Washington Administrative Code (WAC) time.

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:

As the District implements the Grade Level and Course Expectations, state goals, and the District Strategic Plan and develops the assessments to support them, 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. Sites will determine whether to use arena, blocks of time (e.g. 15 minute rotations), centers in the elementary, or similar formats when doing SLC's.

f. Reporting Student Progress

The parties recognize that reporting student progress effectively and efficiently is a critical component to increasing student achievement. We recognize that there are multiple forms to communicate student progress. 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 teacher 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.

g. Report Cards/(Progress Reports):

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 teacher will decide whether to use the teacher generated drop down menus, individual comments or a combination of both. The implementation of this process will be monitored by the Association and Human Resources.

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.

h. White Folders:

White folders will not be required for PK-4 and only will be required for 5th grade students at risk of not meeting standards.

i. 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 site-based 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 site-based 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.

j. 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 site-based 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 at the beginning of each school year. The district will offer further professional development about learning walks through the CLC, and new staff will receive training on learning walks.

k. Snapshots

Snapshots are a teaching tool designed to provide students access to the learning objectives and activities for the lesson.

It is intended that flexibility be provided for snapshot displays. How the teacher displays the information is up to the professional discretion of the teacher (e.g. whiteboard, overhead, printed sheet). Copies of the visual display must be kept in the classroom for student access.

l. Curriculum Development

To assist teachers in implementing the adopted curriculum, the Curriculum Department will develop resources for core classes, such as pacing

calendars, course rubrics and material(s) alignment to Grade Level Expectations (GLE's).

m. Collaboration

The parties recognize that collaboration with departments/grade level(s) in order to increase student achievement is critical. Using the site based decision making model, sites will determine the appropriate framework to be used to accomplish this expectation. These may include team planning meetings, CFG, CASL, mentor teacher meetings, etc. Continuing contracted staff and staff who are not on a plan of improvement may use their additional supplemental day (formerly known as the optional day) for this purpose. Use of the additional supplemental day must be outside of the 7.5 hour day or 181-day work year. The site based decision making model is required in order to use any of the 36 hours of available staff meeting time, or professional time (WAC time) for this purpose.

n. Professional Time

Since educators 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 educator's 180 hours of planning time unless otherwise determined through the site based 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.

2. Support

a. Parent 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.

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

c. Supervision:

Staff are expected to provide supervision of students in their care or during passing time in their area. 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:

Using the site shared decision making model, the staff and administration at each school will decide how best to use up to thirty-six (36) hours of available staff meeting time. Agenda topics may include:

- Building discipline plan
- Rainy day recess plan
- Building calendar and work schedule
- Establishment of building committees
- Building learning plan
- District strategic focus
- New curriculum
- Grade level planning and coordination
- Connecting and bonding as a staff and school community
- 504 Special Education training
- Issues related to building climate and management
- Other issues identified by the staff and administration

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 values the advice and input of the Association when they are considering the implementation of a new District wide program or initiative. Accordingly such advice and input will be considered 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.
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.

h. Curriculum development:

Staff are responsible for implementing District-developed or adopted curriculum. Management will focus the use of money allocated for District curriculum work for supplemental contracts for staff in lieu of release time. These efforts are intended to replace staff release time for these activities.

i. Training and professional growth:

Obtaining the training necessary to perform the core job is part of the professional responsibility of staff. The Staff Development Advisory body will annually develop a calendar of training activities focused on the priorities of the District and the needs of the sites.

Section 7.3 - Annual and Supplemental Contracts

- A. Base contract: The base contracted number of days for staff will be one hundred eighty one (181) days. One (1) day of which is a State Funded Learning Improvement Day (LID).
- B. All staff will agree to a supplemental contract for four (4) days at their per diem rate of pay.
 - 1. The one (1) LID days and the four (4) supplemental work days are intended to provide opportunities for training and inservice in support of the District's Strategic Plan and ESEA's accountability provisions. The District will clarify the focus and goals of the professional development plan so that staff and community have a clear understanding of how the topics support the District's Strategic Plan and ESEA accountability provisions.
 - 2. Staff and principals at any school that meet ALL of the 37 targets in reading OR math associated with the Elementary and Secondary Education Act will be able to use ONE day of LID in training activities determined by the site. If the school is able to meet ALL 37 targets in BOTH reading AND math, the site will be able to use one day of LID and one supplemental day in training activities determined by the site.
 - 3. 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 Responsibility Contracts

The parties recognize, honor, and appreciate that staff members do many things that are beyond the workday and work week. In an effort to pay staff for the things they already do, the supplemental 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 (such as CPDP);
- 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).
- Work related to report cards, assessments, or other work as determined by individual staff.
- 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 who select a supplemental responsibility contract 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. In lieu of payment of the Supplemental Responsibility Contract, a staff member may elect to purchase a computer and peripheral hardware. Reimbursement for the computer will not exceed the compensation provided under the Supplemental Responsibility Contract.

4. The responsibility contract is based on the standard 181 day base contract; a person who is hired late or terminates early will have their responsibility contract prorated on the actual number of days worked.

D. Supplemental Professional Development Day

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 employee.

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 WAC 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 Staff Development Program 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 program. Professional development activities will be adapted to match the goals of the professional development program. This will include, to the degree possible, the use of staff (e.g., SAFs, AIMMSs, CAPs, administrators, instructional coaches, and TOSAs) to provide training internally through train-the-trainer models.

Management will establish and support a Staff Development Advisory Committee with representative membership. The membership will include certificated and classified administrators and staff members. The Association President will appoint to the committee up to five (5) persons of which at least one (1) will be a member of the community but not a bargaining unit member; the District will appoint to the

committee up to five (5) persons of which at least one (1) will be a member of the community, but not employed by the District.

The committee will meet monthly during the school year. 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 student achievement especially in the areas of reading, mathematics, and science and support the middle and high school transition plans.

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 teachers 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 staff to identify, from district-determined menu, applicable topics and schedule days for conducting professional development activities. As part of the school improvement planning process, principals and staff will document their planning so that at the start of each year, each staff member will have a copy of the plan for the projected district and building professional development activities.

Elective workshops on district-determined topics will also be offered district-wide for individual teachers 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 he/she 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.

Inservice on new curriculum will be provided to staff prior to implementation, except when impacted staff agree to schedule training at alternate times.

Teachers 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 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.

Student teachers will be assigned to staff who volunteer.

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 thirty-six (36) 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 WASL accommodations, specific student disabilities (e.g. ADHD, autism), and administering specific 504 accommodations.

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 teacher, the substitute is entitled to the same travel reimbursement as the general teacher.
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	20
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

*Middle school core team classes will be considered overloaded when the total number of students exceeds 62 or 93 students.

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 teacher 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 teacher 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.

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
- a. Forming new class sections
2. The employee 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. Professional enhancement time for the performance of instructionally supportive duties such as observing other teachers, inservice training, curriculum preparation and/or development, supplemental materials review, etc. earned at the rate of forty-five (45) minutes per week for elementary and thirty (30) minutes per week for secondary per student in excess of the limit may be used in half or full days in concurrence with the principal.
6. Twenty-five dollars (\$25.00) per week per student for equipment, materials, resource personnel, field trips, conferences (normally, for conferences held outside of the student day) or activities tied to professional or CPDP goals. Up to one thousand

dollars (\$1,000) in equipment purchased with overload funds may be moved from one school to another if the teacher justified the original purchase as supporting the delivery of instruction, strategies, or program.

7. Employee compensation at the rate of twenty-five dollars (\$25.00) per week per student. Request for payment shall be made once each school year. Requests received in Human Resources by June 30 will be included in the employees' 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 Assistant Superintendent 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.

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.

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.

ARTICLE 9

DISCIPLINE, FACILITIES, SAFETY, AND INSTRUCTIONAL SUPPORT

Section 9.1 - Student Management/Discipline

The Board 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 Board agrees to support staff in the handling of student disciplinary matters and will promptly respond to staff requests regarding discipline problems.

A principal or supervisor or designee will be available to staff during working hours in order to provide assistance and support in discipline cases. 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. The authority of staff to use prudent disciplinary measures for the safety and well-being of students and staff is supported by the Board. 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.

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. Exclusion may be for all or any portion of the balance of the school day, or until the principal/supervisor and staff member have met and discussed interventions implemented consistent with the school wide discipline plan, whichever occurs first. **Such meeting shall occur in each and every instance that a staff member has removed a student from class.** Prior to removing a student, except in an emergency, the staff member will have tried alternative forms of corrective action.

Each site will designate the location/person in each building to which a student who has been removed from the class will report. Staff will notify the principal or supervisor when a student has been removed from class. The staff member may request a meeting be promptly held among the staff member, principal or supervisor, and the parent(s)/guardian(s). Staff faced with a disruptive student have the right to establish an enforceable behavior plan for the student with the principal and parent/guardian.

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.

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.

Other site resources include such assistance as: in-site crisis teams, staff trained in Crisis Prevention Intervention, staff with "Just in Time" training, site security officers, and other site teams that are capable of providing immediate assistance to the staff member.

State law provides for the following:

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.

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

A 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.

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.

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.

Staff have the right to have a parent/guardian removed or restricted from his/her classroom/work station if the parent/guardian is verbally or physically abusive.

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.

Miscellaneous Provisions:

A staff member will be notified when a student is suspended from his/her class.

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.

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.

Every site, using the shared decision making model will design and implement a site discipline plan aligned with state/federal laws and District policies and procedures. Components of the successful discipline plan include:

- prevention/intervention and remediation strategies
- site behavioral expectations
- training opportunities for staff
- in-site alternatives to suspensions
- crisis intervention plan

Each site will make available to each student and parents a copy of the site discipline plan. Annually, the staff and administrators at each site will review their site discipline plan and the Student Rights and Responsibilities pamphlet. This will occur within the first 30 days of each school year and will include a review of contract language regarding student discipline. The updated copy will be submitted to FWEA and Human Resources upon completion.

It is the responsibility of the site administrator to insure 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 site, being alone in the *building*, and arrival and departure from site.

All staff working with students outside the *building* but on campus will have access to a radio.

Training:

Staff will design and conduct at least two (2) open staff meetings a year to address staff-driven building discipline and safety issues. These may be independent meetings developed in conjunction with the building principal.

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 teacher 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 teacher and student learning.

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

Section 9.6 - Instructional Materials Selection

In order to achieve the District Learning Goals, it is necessary to select instructional materials of high quality.

The Superintendent will appoint an Instructional Materials Selection Committee to develop and implement procedures for the selection of the instructional materials consistent with the philosophy of meeting the individual needs of every student insofar as is possible.

A key to effective selection of instructional materials is the extensive involvement of staff in their particular areas of specialization both in subject matter and grade level. To insure involvement and an orderly, coordinated method of selecting instructional materials, the following will be established:

- A. An Instructional Materials Selection Committee will be appointed by the Superintendent. Members will be appointed for terms of two (2) years.
- B. There will be ten (10) members representing the total instructional staff: the administrator responsible for curriculum (nonvoting), a member of the District Curriculum Council, a librarian, an elementary principal, and a secondary school principal. The Association will submit a list of fifteen (15) names representative of the total teaching staff for the Superintendent's approval of five (5) members.
- C. The chair will be the administrator in charge of the curriculum.

- D. It will be the duty of the Instructional Materials Selection Committee to recommend to the Superintendent basic instructional materials to be selected for use in the District. Using this information, the Superintendent will make a recommendation to the Board for final adoption.
- E. 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.
- F. Members of the Instructional Materials Selection Committee will be provided released time from assigned duties to serve the District.
- G. Nothing contained in this provision will be construed to limit the individual teacher'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.

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).

B. Confidential Records Storage.

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

C. Training.

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 the five (5) scheduled training days.

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

Job descriptions will be developed and/or revised as necessary and appropriate for all specialists. Specialists will work with the appropriate District Administrator in charge of their job function to establish job description committees and determine schedules for the committee to meet.

F. Evaluation

Standard evaluation form will be used except: Student Support Services will work with OT/PTs, School Psychologists and Nurses to develop a mutually agreeable evaluation instrument that is aligned with the job description. Counselors will be evaluated according to Form F instrument.

G. 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.

H. 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.

I. District Level Coordination

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

J. 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 1 (one) per diem day.

Middle School Counselors shall receive a supplemental contract for 3 (three) per diem days.

High School Counselors shall receive a supplemental contract for 7 (seven) per diem days.

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 teacher, 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 C.

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. Occupational Therapists, Physical Therapists and Speech and Language Pathologists

1. Providing Service and Assessment Relief

- a) Prior to the start of school student support services will provide OT/PTs and SLPs with class lists to assist OT/PTs and SLPs in locating students and planning their schedules. OT/PTs and SLPs will have access to their therapy space prior to the start of school.
- b) Start of Services. Therapy services for returning students begin within five days of the start of school except in the case of extraordinary circumstances and with the approval of the therapists' supervisor. However, in no circumstances will the start of direct services extend beyond ten days.
- c) End of Service. Service to students will continue throughout the school year unless the student is removed from the caseload of a therapist. However, the nature of the service provided during the final week of school may reflect closure, assessment and transition activities.
- d) Each OT/PT and SLP staff person shall receive five and one-half (5-1/2) days of additional time, compensated at their per diem rate of pay for the purpose of completing assessments and IEPs. The number of hours will be prorated for part time staff. This compensation is dependent on continued federal funding. If funding is reduced or eliminated the parties will meet to determine how to address the needs reflected in this provision.

2. Speech and Language Pathologists

The caseload for a speech and language pathologist (SLP) will be 45. Membership on a preschool assessment team will be equal to a .2 of an FTE or 9 current IEPs.

Caseload size will be monitored on a monthly basis by the 15th of each month. At the beginning of each month, the students for each therapist will be totaled inclusive of those students who have current IEPs. For the purpose of this agreement, "caseload numbers" relates to current IEPs only. 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 an additional position will be created, advertised and filled. The month will be identified as from the 15th of one month to the 15th of the next month.

In the event of inequitable caseload sizes among therapists prior to the adding of a new position, the SLPs agree to work together to make adjustments as necessary. An individual's caseload will be considered full when it equals the caseload size of 45. An SLP can qualify for extra help if their caseload size exceeds 49 students. In any given month, any SLP who has a caseload of 40 or less will be expected to assist those SLPs in overload.

If the SLP is over the caseload limit for that month, the SLP upon request shall receive help from another district employed SLP for two (2) to two and a half (2-1/2) hours per week determined on a month-by-month basis. The therapist receiving the additional help will identify how their needs can be best met. The possible menu of choices includes:

- Direct service time with students
- Sending out paperwork as per rules and regulations
- Assessments: initial, reevaluation and exit
- Serving preschool only students, private or home schooled students
- Hearing rechecks and hearing letters
- Report writing

3. 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 may 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 and kindergarten 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 (MDT 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 therapist's caseload the following procedures apply:
- 1) Inform the Coordinator 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.

4. Workload and Caseload Equivalencies

a) Occupational and Physical Therapists

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 per week

b) Speech and Language Pathologists

FTE	
1.0	45
.9	40
.8	36
.7	31
.6	27
.5	22
.4	18
.3	13
.2	9
.1	4

c) Time Analysis of Current Physical and Occupational Therapy Job Responsibilities

Workweek required is 37.5 hours or 2250 minutes

Lunch	150 min	6.5%
Identification & Planning		
Individual Service Planning	300 min	13.5%
Assessments/Reassessments	225 min	10%
Service Delivery		
Direct Service	900 min	40%
Collaboration	225 min	10%
Paperwork (reports, data, etc)	115 min	5%
MDT and IEP meetings	110 min	5%
Program Administration	115 min	5%
Staff Mtgs./Motor Team mtgs.		
Supervision of PTA/COTA		
Coordination of Services & Equipment		
Travel (Itinerants)	115 min	5%

Education/Staff Development and participation in training is usually conducted outside of normal work hours

Professional Growth & Ethics usually outside work hours

TOTAL	2255 min	100%
Preschool Assessment Team	450 min	20%

H. School Psychologists

School Psychologists shall be issued a supplemental contract for ten (10) days to complete assessments, reports, and other work associated with the opening and closing of school.

The parties agree that confidentiality is a significant aspect of the function of the school psychologist; therefore, reasonable efforts will be made to provide a work environment that supports the need for confidentiality.

I. Nurses

The parties agree that confidentiality is a significant aspect of the function of the school nurse, therefore, reasonable efforts will be made to provide a work environment that supports the need for confidentiality.

J. Vision Specialists

Vision Specialists shall meet annually with the Student Services administrator who supervises their function to review caseloads and determine schedule.

ARTICLE 11

WAIVERS

Employees 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 employee 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 special education student 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 so that he/she can attend the meeting. When meetings are held before or after school hours, staff will be allowed to use a portion of their responsibility contract.

- B. For calculating general education class sizes, self-contained special education students in the general education classroom will be counted as follows:
1. Students included three (3) hours or more per day = 1.0
 2. Students included less than three (3) hours per day = 0.5
 3. Students included in kindergarten = 0.5
 4. Students included in a secondary class for a full period = 1.0
- C. 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.

- D. When students transfer from one building to another or from one teacher to another, consultation and transfer of records including the most current IEP and evaluation will occur to fully inform the receiving staff of the student's program, progress, strengths, and weaknesses.
- E. When a student who has a health condition which may require emergency procedures is placed in any program, classroom staff involved will be informed in writing of any emergency procedures appropriate to the student. If any of the staff responsible for the student's safety believes the procedures cannot be accomplished as outlined, he or she will notify the principal or other responsible administrator. A meeting will be scheduled as soon as possible to discuss and resolve concerns regarding the emergency procedures.
- F. Management recognizes the range of professional judgments in regard to the interpretation of evaluation data, student placement, and programs. Staff are to share their professional input with other team members. A staff member who disagrees with the team has the right to attach a minority statement with the Summary Evaluation.
- G. The Association may 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, which makes recommendations and identifies priorities for the purpose of enhancing the education of students with disabilities in the least-restrictive environment. Recommendations made by this committee will be reviewed by the parties to determine whether they are in compliance with this Agreement.
- H. A committee of District administrators, Association representatives, and secondary or elementary special education staff will identify spending priorities concerning training, IEP days, and materials for allocation of available federal funds.

Section 12.2 - Special Education Instruction

- A. Introduction

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.

B. Staff Development

As all staff have students with diverse needs in their classrooms and their building, all staff need strategies that will allow every student to succeed. Therefore, the building will schedule training for all staff addressing the areas that affect every student including Grade Level and Course expectations, assessment, promotion, and C-grade rules.

C. Special Education Staff Responsibilities and Pay

1. Special education staff have a responsibility for remaining current on program changes.
2. Every full time special education teacher has either 7.0 sub days or 3.5 per diem days for developing and writing IEPs. A teacher who chooses to take sub days may work at home.
3. Required departmental training will be reimbursed at curriculum rate.
4. Special education teachers and specialist providing services for ESY (extended school year) will be paid per diem.

D. 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, with building Special Education Team meeting schedules determined by one calendar week prior to the first work day.
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 in a secure location.
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.

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

1. Trigger Points

On October 1 and February 1 the amount of paraeducator time will be adjusted 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.

SPECIAL EDUCATION MODEL FOR THE ALLOCATION OF PARAEDUCATORS

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

Program	Compliant Caseload	Paraeducator Hours
Resource Program – Elementary/Middle School	15 - 30	6
Resource Room /Career Development – High School	13 - 25	6
Autism-Extended PS	3	2.5
Preschool	8	2.75
Community Based PS	5	2.75
Integrated Kindergarten	4	2.75
SC Mild/Mod Elementary	10	6

Program	Compliant Caseload	Paraeducator Hours
SC Mild/Mod Middle School	15	6
	13	5
	11	4
	9	3
Emotionally Behavior Program Elementary/MS	4 – 10	6
Emotionally Behavior Program /HS	<u>8</u> – 15	6
SC Moderate/Severe	10	24
	9	21
	8	18
	7	15
	6	12
	3-5	6
MERIT	8	6
ETP	10	6

When appropriate, but at a minimum at trigger points, the distribution of para educator 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 MAP is not intended to change prior certificated staffing practices.

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 period 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 that he/she is eligible 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 schedule for the District will be the State Allocation Model. The schedule will be adjusted whenever the Legislature provides an increase to the State Allocation Model. In the event the Legislature modifies the criteria for placement on the State Allocation Model in a manner that has a negative impact on staff or the District, the parties will meet to determine if the State Allocation Model will continue to be used as the District salary schedule. The current salary schedule is found in Appendix B.
- B. Academic credits, clock hours, and experience recognized on the State Allocation Model will be credited for initial placement and subsequent movement on the salary schedule.
- 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. Payments made under this paragraph will be through a supplemental incentive contract for the purpose of hiring and retaining specialists in hard-to-fill positions.
- 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. The Legislature adopted several restrictions on the type of clock hours and credits that may be used for placement on the Salary Allocation Model. 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. The Credit/Clock Hour Approval Form (Form H) will be completed by the staff member and submitted to the staff member's principal or supervisor for approval.
 - 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. Employees 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 reviewed by the principal or supervisor 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 Human Resources Director 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 employee'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.
- B. New hires to the District will initially be placed on the salary schedule at the step and column that their unofficial records support. Staff hired after the first of the year will have thirty (30) days to provide official documentation. Official records for placement or movement on the salary schedule 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.
- 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. For the 2009-2010 school year TRI compensation is increased by 0.06%. Adjustments to TRI compensation in the remaining years of the contract will be determined by the market compensation formula.

Section 14.2 - Health Care Insurance

A. Health Care Insurance Contribution Agreement

The Board will provide the state insurance benefit allocation per full-time plus \$54.50 per FTE for the 2009-2010 school year, and \$59.00 per FTE for the 2010-2011 school year.

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. The parties recognize that changes for 2003-04 are substantial and will work collaboratively to provide information to all staff members. If needed, and in accordance with insurance provider regulations, a second open enrollment period will be provided in December and January.

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, providing the staff member has received clearance from his/her supervisor that he/she has completed all required duties up to the time of his/her separation and turned in required reports, keys, teacher manuals, curriculum guides, and related items.
- 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 employee for overpayment because of either miscalculation of salary or for lack of performance of required responsibilities for which paid leave was not granted.
- E. Individual staff will be eligible for reimbursement each year for supplies, materials, or activities they have purchased or selected during the current year in support of their assignment. For the 2009-2014 school years the amount shall be \$214.00 for each full-time employee. Less than full-time employees are eligible for a pro-rata reimbursement.

Requests for reimbursement need to be submitted no later than June 30 of the current year. Requests received after June 30 will be charged to the staff member's account for the next school year.

Individual staff may elect to receive their reimbursement(s) through payroll. Such election must be made by June 30 and will be paid on the August 31 paycheck. Elections must be made annually. If no election is made, the individual staff member will be eligible for reimbursement only.

- F. If a substitute is declared unavailable by the Human Resources substitute calling desk, and other appropriate certificated employees are required to cover classes for the day, the school will receive an allowance equal to the cost of hiring a substitute (current equivalent \$125).

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 Washington School Employees Credit Union
5. United Way
6. U.S. Savings Bonds
7. IRS, Section 125

Section 14.6 - Stipends

1. Stipend Compensation System

The Association and the District have agreed to pilot a stipend compensation system for 2009-2010 and 2010-2011. If at the end of the two-year trial of the stipend compensation system, the Association and the District choose not to continue the system and do not agree on a replacement, the system as it existed in 2008-2009 will be restored. During the 2009-2011 trial period all provisions in the contract related to stipends will be suspended and all of the operating procedures and compensation levels for stipends will be contained in this Agreement (Appendix X).

2. Stipends Related to District Programs and Objectives

A. Co-Curricular

1. 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. An employee 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.
2. 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.
3. An employee 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. An employee and administrator may agree to do fewer events and receive a pro-rated stipend.

B. 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.

C. 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.

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-one (181) working days, or one who is employed for one hundred eighty-one (181) 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.

A. Court Action

When called by a court, a staff member will be reimbursed at his/her 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 employee is subpoenaed by the District.

B. Jury Duty

Staff will be allowed to serve on jury duty when summoned to perform such services. The employee will receive his/her regular rate of pay for jury service. Any compensation received for such service, not to include mileage, up to an amount equal to his/her regular pay, will be surrendered to the District.

C. Bereavement

Staff will receive up to five (5) days of leave for bereavement caused by the death of family or household members, students, former students, colleagues, or friends. The staff member will coordinate the absence with their principal or supervisor.

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. Wellness leave is not intended to be used for: annual vacations, shortening the work week, pursuing advanced degrees, internships, activities or responsibilities related to an outside business, or to extend a holiday. Use of wellness will be at the discretion of the employee and the employee's professional judgment recognizing the necessity of maintaining the educational program and the limited resources of substitute coverage.

The District may limit prearranged wellness leave to thirty-five (35) employees on a specific day. Prearranged wellness leave may not be taken during: first five (5) days of school, last five (5) days of school, waiver days and the day before and after Thanksgiving, winter, midwinter, spring breaks and any other days agreed to through the labor-management process. If an employee takes wellness leave during these excluded days, the employee will have two (2) days deducted from their wellness leave balance for each day utilized. An employee may petition Human Resources and provide documentation demonstrating why the wellness leave was unavoidable and, if approved, have only one day deducted. Denial of the appeal will not be subject to grievance appeal. For all other days, the District may limit prearranged wellness leave to thirty-five (35) employees.

Prior to scheduling extended wellness leave (in excess of four (4) consecutive days) the employee will meet with the employee's supervisor at least two (2) weeks in advance and evaluate the availability of substitute coverage, lesson plans for the substitute, impact on the school, and any communications with parents or colleagues that might be necessary.

Employees who exhibit a pattern of leave use that appears 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 have other restrictions placed on utilization of wellness leave.

The District and the Association will periodically report to employees 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 180 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.

A staff member unable to return to work by the end of the school year must advise Human Resources prior to June 1. The staff member may, at that time, request a leave of absence without pay or continue on paid leave status if wellness or shared leave is available and necessary for all or part of the next school year. In either case, the staff member should communicate with Human Resources to insure that the needs of the staff member, school, and District are met.

The provisions of Section 15.2 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.

E. Military Leave

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

1. The employee has given prior notification to his/her immediate supervisor of the date he/she is to report for military duty.

2. The employee provides a signed copy of orders requiring his/her 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 employee may report for active duty when called, or take part in active training duty in such a manner and at such time as he/she may be ordered to active duty or active training duty.

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

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 his/her 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 his or her family and has caused, or is likely to cause, the staff member to take leave without pay or terminate his or her 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

A staff member may donate wellness leave if he or she has accrued more than sixty (60) days of wellness leave, has not donated more than six (6) days of wellness leave during the prior twelve (12) months, and the donation will not result in his or her 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 one hundred-eighty (180) days.

C. Determination of Eligibility

The staff member will notify Human Resources as soon as he/she 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 15th 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, 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 his/her 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 his/her 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 Building Learning Plan, the goals of the District, or essential learning requirements)
 - 2. Parental
 - 3. Required military service
 - 4. Exchange teaching assignment
 - 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 15th.
- 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 15th of his/her 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 he/she were not on leave.

- 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 teachers 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, holiday, spring break or summer vacation for school-year staff members).
- B. Family and Medical Leave Act (FMLA) leave may be taken:
 1. Because of the birth of a son or daughter of the staff member and in order to care for a newborn child.
 2. Because of the placement of a son or daughter with the staff member for adoption or state-planned foster care.
 3. In order to care for a spouse, son, daughter, or parent of the staff member if such spouse, son, daughter, or parent has a serious health condition.

4. Because of a serious health condition which makes the staff member unable to perform the essential functions of the staff member's position.
- 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 except it may not count the days used as leave for pregnancy or childbirth disability.
- 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 limited conditions.
1. Childbirth and adoption/foster care leave may be taken intermittently or on a reduced schedule if approved by Human Resources on a case-by-case basis.
 2. Family care and personal disability leave may be taken intermittently or on a reduced-hours schedule if medically necessary. The specific description of treatment, the regimen provided, the expected duration, and schedule of leave will be certified by the medical provider to determine medical necessity.
 3. 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 (section F.1) rather than accept the transfer (section F.2), the entire period of leave taken will count as FMLA leave.

H. Foreseeable Leave Notice

1. A staff member wishing to take any childbirth or adoption/foster care leave provided for in this policy will provide Human Resources written notice at least thirty (30) days before the anticipated birth or placement of the son or daughter, or as far in advance as is practical, specifying the dates during which the staff member intends to take the leave.
 2. Family Care/Personal Disability Leave Notice - Subject to sections G(3) and G(4) below, a staff member wishing to take any family care or personal disability leave based on planned medical treatment will provide Human Resources written notice at least thirty (30) days before the leave is to begin, or as far in advance as is practical, specifying the dates during which the staff member intends to take the leave.
 3. Foreseeable Treatment - When planning medical treatment, the staff member should consult with Human Resources and make reasonable efforts to schedule the leave so as not to unduly disrupt the operations of the District, consistent with the approval of the health care provider.
 4. Child with Terminal Health Condition - A staff member wishing to take family care leave to care for a child under eighteen (18) years old who has a condition caused by injury, disease, or illness, that, within reasonable medical judgment, is incurable and will produce death within the period of leave to which the staff member is entitled will provide written notice at least fourteen (14) days in advance of the expected leave, if the need for such leave is foreseeable.
- I. Upon a request for any childbirth, family care, or personal disability leave, Human Resources will require confirmation from the staff 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 upon return from leave 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.
2. A staff member has no greater right to reinstatement or to other benefits and conditions of employment than if the staff member had been continuously employed during the period of leave. However, if the staff member's position has been eliminated, the staff member will be returned to the building or program and procedures for involuntary transfer or reduction in force will be followed.
3. Staff members returning from personal disability leave may be 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 a husband and wife are employed by the District, the aggregate number of work weeks provided to both staff members for childbirth leave, adoption/foster care leave, and family care leave taken to care for a sick parent or child will be limited to twelve (12) work weeks during any twelve (12) month period.

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 teachers).
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 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. Mental illness resulting from stress or allergies may be a serious health condition, but only if all the conditions of this section are met.
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 non-teaching 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 an employee or group of employees 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 employee because of the employee'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 employees 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 an employee, the grievant has the option of having the Level I grievance heard by the Director of Human Resources rather than the immediate supervisor.
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 his/her 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 1 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 1 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 employee 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, 2009, and will continue in effect until August 31, 2014. All provisions of this Agreement will remain in full force and effect from the date of its execution until the date of its termination with the exception of the following:

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.

The Association may opt out of the contract at the end of the 3rd year if the market formula will not meet the target of market midpoint in year 4. The District may opt out of the contract at the end of the third year if the governors in the market formula model for compensation fail to contain costs within established parameters. If either party opts out, the contract would be re-opened for bargaining.

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

- Special Education
- Specialist
- Benefits
- One additional topical area to be mutually determined.

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, the parties will meet immediately to negotiate the impact of the reduction in funds.

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 January 31, 2014.

Appendix A

**AUTHORIZATION OF DEDUCTION FOR CONTRIBUTION TO
NONRELIGIOUS CHARITABLE ORGANIZATION**

FEDERAL WAY EDUCATION ASSOCIATION

Name _____

Address _____

City _____ Zip Code _____

TO: Federal Way School District
Federal Way Education Association

I, the undersigned, hereby authorize you as my employer to deduct a contribution from my salary made payable to _____, a nonreligious charitable organization, because of bona fide religious objections, in lieu of and equivalent to the amount of the representation fee as certified by the Association, as prescribed in Chapter 41.59.100 RCW.

I agree that this authorization and assignment shall be for the current school year and shall be automatically renewed each year thereafter until written notice of revocation is given by me to the Federal Way School District #210 and the Federal Way Education Association within ten (10) working days from the first working day in September of any calendar year and further agree that said revocation shall be effective on September 15 of the same year.

Date

Signature

(NOTE: This form must be submitted according to the time limitations as set forth under Article 2, Section 2.4, of the Agreement.)

Appendix B

Certificated Salary Schedule

2009-10

Based on a 181 Day Calendar

Years of Service	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+90</u>	<u>BA+135*</u>	<u>MA</u>	<u>MA+45</u>	<u>MA+90]</u> OR <u>PhD</u>
0	\$ 34,237	\$ 35,162	\$ 36,120	\$ 37,080	\$ 40,161	\$ 42,145	\$ 41,047	\$ 44,128	\$ 46,115
1	34,698	35,635	36,606	37,608	40,721	42,695	41,503	44,617	46,589
2	35,137	36,083	37,064	38,144	41,248	43,242	41,963	45,067	47,061
3	35,589	36,545	37,536	38,650	41,749	43,791	42,398	45,494	47,538
4	36,033	37,031	38,028	39,180	42,297	44,354	42,855	45,971	48,030
5	36,492	37,494	38,501	39,718	42,823	44,921	43,319	46,425	48,523
6	36,963	37,943	38,984	40,262	43,352	45,462	43,794	46,885	48,993
7	37,790	38,786	39,841	41,187	44,324	46,491	44,685	47,820	49,989
8	39,002	40,052	41,132	42,590	45,768	48,016	46,086	49,266	51,512
9		41,363	42,497	44,008	47,260	49,584	47,503	50,757	53,081
10			43,877	45,498	48,794	51,195	48,995	52,291	54,692
11				47,032	50,399	52,849	50,528	53,897	56,345
12				48,517	52,048	54,571	52,122	55,545	58,068
13					53,737	56,335	53,773	57,234	59,831
14					55,434	58,165	55,471	59,042	61,663
15					56,877	59,679	56,913	60,577	63,266
16-19					58,014	60,871	58,051	61,788	64,531
20-24							58,051	61,788	64,531
25+							58,051	61,788	64,531

*This column is only open to those who were paid at that rate and reported to the State prior to January 1, 1992.

For Employees with twenty-five years or more of experience and master degrees or above, the supplemental responsibility contract will be an additional 2%. For Employees with at least twenty years and less than twenty-five years of experience and master degrees or above, the supplemental responsibility contract will be an additional 1%.

Appendix C

STIPENDS

Introduction: Certificated employees 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 employee.

A. Co-curricular Stipends

2009-2014

DISTRICT WIDE ACTIVITIES	\$ AMOUNT	
Summer School Teachers*	\$25.00	
Professional Rate *	\$28.56	
Curriculum Rate	\$23.90	
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

	<u>Title</u>	<u>2009-2014</u>	<u>Minimum Number of Events Outside School Day</u>
High School	Band	\$3,500	7 Performances/Contests
	Choir	\$3,500	7 Performances/Contests
	Orchestra	\$3,500	7 Performances/Contests
	Marching/Pep Band	\$1,000	10 Games or 2 Parades/Competitions
	Drama	\$3,000	6 Performances
	Debate	\$4,000	8 Contests
	Journalism/Newspaper	\$2,500	8 Publications
	Yearbook	\$2,500	1 Publication
	Student Leadership	\$1,000	4 events
Middle School	Band	\$2,500	5 Performances/Contests
	Choir	\$2,500	5 Performances/Contests
	Orchestra	\$2,500	5 Performances/Contests
	Drama	\$2,000	4 Performances
	Journalism/Newspaper	\$2,000	8 Publications
	Yearbook	\$2,000	1 Publication
	Student Leadership	\$1,000	4 events
Elementary/K-8	Music	\$2,000	All students perform at least once

Notes:

Must have a corresponding class on the schedule (other wise it is a club and goes through the SSC process).

If a teacher wants to do less than the minimum, stipends will be prorated.

Can be shared/stacked.

If the choir, band, and orchestra teacher all coordinate a concert on the same night, they each get "credit" for one. (Not if the choir and orchestra teacher are the same person, though).

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 D

**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 E

**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 _____

Federal Way School District
GOAL SETTING FOR CONTINUOUS PROFESSIONAL DEVELOPMENT

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 _____

Federal Way School District
Goal Setting for Continuous Professional Development

Goal Statement:

What I learned:

How it affected student learning:

Supervisor's Summary:

Form B

**Federal Way School District
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. Goal Statement:

What I learned:

How it affected student learning:

Supervisor's Summary:

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

Teacher _____ () is meeting **Teaching for Learning Standards.**
 _____ Initial () is not meeting **Teaching for Learning Standards.***

Observation 1 _____
 Observation 2 _____
 Final Evaluation _____
 Observation _____
 Attachment _____

Subject Area(s) Observed: _____

Administrator _____ () _____ Date _____
 _____ Initial

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

<u>TEACHING FOR LEARNING STANDARDS</u>	<u>DEMONSTRATES STANDARDS</u>			<u>SUPERVISOR COMMENTS</u>
	Y	N	U	
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 <ol style="list-style-type: none"> 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 <ol style="list-style-type: none"> 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 <ol style="list-style-type: none"> 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

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.

Form F - FEDERAL WAY SCHOOL DISTRICT - COUNSELOR POST OBSERVATION CONFERENCE AND FINAL EVALUATION FORM

Counselor _____ ()
 Initial _____
 Administrator _____ ()
 Initial _____

Observation 1 _____
 Observation 2 _____
 Final Evaluation _____

Observation _____
 Attachment _____
 Date: _____

() is meeting standards

() is not meeting standards

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

<u>COUNSELING PROGRAM COMPONENTS</u>	DEMONSTRATES STANDARDS			<u>SUPERVISOR COMMENTS</u>
	Y	N	U	

B. Curriculum (<i>Structured groups, class presentation and instruction</i>)			
---	--	--	--

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 (<i>Advisement, assessment, placement & follow-up</i>)			
--	--	--	--

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 (<i>Crisis counseling, group counseling, curriculum mediation and conferences</i>)			
--	--	--	--

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 (<i>Manage activities, consultation, community/business outreach, public relations</i>)			
--	--	--	--

1. Communicate and exchange academic, personal and career information with parents/guardians.
2. Communicate counseling program components to students, staff and parents.
3. Remain current in counseling content, theory, practice and research.
4. Promote and support a school climate that enhances academic, personal/social, and career development.
5. Demonstrate support for building, district and state standards.
6. Plan with Administrators the distribution of the counselor's time to support, following the general guidelines recommended by the Washington State Counseling Association.

Program	Elem School	Middle School	High School
Curriculum	35-40%	25-35%	15-25%
Individual Planning	5-10%	15-25%	25-35%
Responsive Services	30-40%	30-40%	25-35%
System Support	10-15%	10-15%	15-20%
TOTAL	100	100	100

Form F, page 2 FEDERAL WAY SCHOOL DISTRICT - COUNSELOR POST OBSERVATION CONFERENCE 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 G

FEDERAL WAY SCHOOL DISTRICT SUBSTITUTE TEACHER EVALUATION FORM

Name of Substitute _____ Date _____

School _____ Grade/Subject _____ Date(s) _____

Substitute is rated: _____ Satisfactory _____ Unsatisfactory

Substitute's certification and endorsements _____

Criteria for Evaluation:	Yes	No	N/A	Comments:
1. Followed lesson plans and teacher instructions	_____	_____	_____	_____
2. Presented subject matter clearly & concisely	_____	_____	_____	_____
3. Improved lessons in absence of formal lesson plans	_____	_____	_____	_____
4. Gave clear instructions & checked for student understanding	_____	_____	_____	_____
5. Assumed responsibility for duties & time schedule assigned by general teacher, including correcting papers, if applicable	_____	_____	_____	_____
6. Is conscientious about equipment, instructional materials, room conditions, & written reports and assignments	_____	_____	_____	_____
7. Maintains effective classroom control and a positive working relationship with the students	_____	_____	_____	_____

Name of Substitute _____ is ____ is not ____ recommended to be placed at _____
_____. Reason for recommendation: _____

Date Principal's Signature Substitute's Signature

Form H

FEDERAL WAY SCHOOL DISTRICT

Credit/Clock Hour Approval Form

(One form must be submitted for each college/university/Minimum of 3 clock hours to be eligible for credit)

Print Name: _____ Location: _____

Current Assignment (Grade and Subject(s)): _____

CRITERIA (Indicate with a in the box, the criteria which will allow the credits on the attached transcript to be counted toward salary allocation. If any of last three criteria are chosen to validate acceptance, employee's initials must appear following last bullet where indicated.)
 In compliance with Engrossed House Bill 1410, Chapter 18, Laws of 1996, the credits earned by certificated instructional staff after September 1, 1995 shall be counted towards salary allocations **only if the content of the course(s):**

It is consistent with a school-based plan for mastery of student learning goals as referenced in RCW 28A.320.205, the annual school performance report, for the school in which the individual is assigned; or

- *Indicate specific component of the plan*

Is pertinent to the individual's current assignment or expected assignment for the following school year or

Is necessary for obtaining an endorsement as prescribed by the State Board of Education; or

- *Describe specific endorsement and appropriate essential area of study for which you are currently working;*
- *Must obtain "C" grade or "Pass"*
- *Signature below confirms intent of employee endorsement*

Employee Initials

Is specifically required for obtaining advanced levels of certification; or

- *Please describe advanced level of certification you are working to obtain*
- *(Credits in this category cannot be applied towards initial certificate renewal or maintenance of a certificate)*
- *Signature below confirms intent of employee to obtain advanced certification*

Employee Initials

Is included in a college or university degree program that pertains to the individual's current assignment or potential future assignment as a certificated instructional staff of the school district, where the potential of the future assignment is agreed upon by the school district and the individual

- *Include description of degree program in which you are enrolled*
- *Signature below confirms intent of employee in obtaining degree*

Employee Initials

Date or Term Earned	Institution or Provider	Course Designation and Title	Number of Quarter Credits or Equivalent
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Institution: _____
(The above must be an accredited College, University or approved Clock Hour Provider)

I certify that the above is true and correct to the best of my knowledge. I also understand that it is a violation of the Professional Code of Conduct, which could result in loss of certification, to misrepresent or falsify information contained herein.

 EMPLOYEE SIGNATURE

 DATE

 SUPERVISOR SIGNATURE

 PRINT SUPERVISOR NAME

APPROVED: Yes No

Official transcripts or original clock hour registration forms must be attached. One form per college/university or clock hour provider.

Form I

**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 his/her 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).		
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; border-top: 1px solid black; text-align: center;">Signature</td> <td style="width: 50%; border-top: 1px solid black; text-align: center;">Date</td> </tr> </table>	Signature	Date
Signature	Date	

SIGNATURES

FOR THE FEDERAL WAY
EDUCATION ASSOCIATION

FOR THE BOARD OF EDUCATION
FEDERAL WAY SCHOOL DISTRICT

BY _____
President

BY _____
President

Date

Date

LETTERS OF AGREEMENT
AND
MEMORANDUMS OF UNDERSTANDING

LETTER OF AGREEMENT
BETWEEN
FEDERAL WAY EDUCATION ASSOCIATION
AND
FEDERAL WAY PUBLIC SCHOOLS

Data Day/Waiver Days

Every site will have a Data Day Advisory Committee (DDAC). At the minimum this committee will consist of an instructional coach, a classroom teacher, a classroom based specialist, and an administrator. Applications for committee participation need to be submitted to building administration on a yearly basis. The management will determine the objectives for the data days based on the district learning plan. The DDAC develops a standards based plan to meet the district learning objectives based on site needs. Each plan will include time to review and discuss multiple forms of data, time to collaborate, time for new learning, and time for individual planning to implement new learning. The DDAC will also review the evaluations and formative assessments from each day and make adjustments to future days. In addition, Data Days will be discussed at joint Association/management meetings as defined in section 1.4. consistent with the program input section of the contract.

Sites with a site leadership or another appropriate committee that meets the above membership criteria may use the existing committee to perform the above function.

Specialists who do not teach classes in the building may submit a request as a group to meet collectively during Data Day(s). The request must be submitted to management prior to Data Day. Individual specialists have the discretion to choose to attend the site Data Day or their district-wide specialist meeting.

For Federal Way Education Association

Date

For Federal Way Public Schools

Date

LETTER OF AGREEMENT
BETWEEN
FEDERAL WAY EDUCATION ASSOCIATION
AND
FEDERAL WAY PUBLIC SCHOOLS

Planning Time and Professional Time

The Association and the District have agreed to allow staff to be flexible with the scheduling of planning time and professional time in order to best meet the needs of students and staff. The intent of the agreement is to create the opportunity for flexibility in designing alternative schedules and is not in any way intended to decrease the planning time that staff receive within their contracted work time. For example, teams that are unable to schedule collaboration time during Professional Time, may agree to use planning time instead if all of the effected staff and their supervisor(s) agree to the change. In addition a school staff may agree to restructure their time consistent with 7.2.A.1.k. Collaboration.

For Federal Way Education Association

Date

For Federal Way Public Schools

Date