

Letter of Agreement

By and Between

Federal Way Public Schools, District #210

And

Federal Way Education Association

The parties agree to extend the current Collective Bargaining Agreement (CBA) through August 31, 2022, with the following amendments, which will be added to the successor agreement to the current CBA, unless language is specific to the 2021-22 school year, or is modified by the parties by mutual agreement (Additions to existing language in the CBA shown in **blue**):

**Per Letter of Agreement signed October 14, 2019, amend to Section 4.11 as follows:**

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

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

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

**Per Letter of Agreement September 5, 2019, amend Article 5 as follows:**

5.2.A.2. All continuing certificated staff members will be evaluated using the Comprehensive Evaluation Process at least once every **six** years.

5.2.D Every certificated staff member participates in two inquiry cycles per year consisting of Self-Assessment, Determining an Area of Focus, Implementation and Support, and Analysis of Impact (see Appendices B and C). During the year, the staff member will meet

with the assigned evaluator at least **four** times as part of the evaluation process.

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

5.2.D.3.f and 5.2.D.4.d are amended as follows:

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

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

**Further Amend Article 5 as follows:**

5.2.D.3.a.

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

5.2.E.

Final Evidence is based on Evidence Gathered during the Inquiry Cycles – Evidence is mainly collected during observations as recorded in the evaluator scripts. Observations shall mean, “the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations” between the staff member and evaluator. In addition to observed practices,

evidence may also be gathered through answers to wonderings, artifacts, **and analysis of student of growth** (if applicable). Prior to completing summative evaluation, the evaluator will discuss how all evidence was considered in determining the summative evaluation.

**NEW: 5.2.F.4. Student Growth Goal Reflection – Reflection on student growth goals and teacher instructional practices will occur throughout the year. Evidence for reflection can be provided through a variety of means: conversations with evaluators during mid-year formative Post-Inquiry Conferences, conversations with evaluators during summative Post-Inquiry Conferences, other conversations, or during observations of PLC meetings, and/or through sharing instructional decisions based on qualitative or quantitative data related to student growth. Reflections can be completed in discussion with the evaluator or in writing using a format that works best for the teacher using the four reflective questions from state guidance (see appendix/ attachment) as a guide.**

5.2.G.1.c.ii.

Focused Evaluation – The final summative score that will be submitted to the state will be determined using the most recent Comprehensive Summative evaluation score (Proficient or Distinguished) OR the current year’s Focused criterion score if it is Distinguished (See Focused Evaluation Score Form in Appendix E). For the 2017-18 school year, if the staff member has not yet completed a comprehensive evaluation their final summative score is the same as the criterion score that was selected for the focused goal.

**Amend Section 7.2.A.2.h.1 as indicated below:**

Curriculum Implementation and Support:

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

**Amend Paragraph 7 of Section 7.5 as follows:**

Principals will work with the Site Leadership Team to identify applicable topics, **including topics related to cultural competency, diversity,**

**equity, inclusion, and anti-racism**, in alignment with the School Improvement Plan (SIP) and **co-plan and** schedule professional development activities. As part of the school improvement planning process, principals and staff will document their planning in their SIP so that at the start of each year, each staff member will have access to the SIP for the projected District and building professional development activities.

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

**Per Letter of Agreement signed May 5, 2021, add the following language to Section 8.1:**

**Given that classes at IA classes are not organized into sections, and consistent with past practice, overload for grades 6-12 at IA will only be considered based on the overall number of students assigned to a teacher, using the high school daily threshold of 151 students.**

**When the district authorizes additional staff FTE to address increased enrollment, a staff member may be assigned additional .2 FTE, buying out their planning. When a staff member teaching grades 6-12 at IA is 1.2 FTE, the daily threshold for overload will be increased to 181 students, and the teacher will be paid overload based on the number of students over that threshold.**

**Further Amend section 8.1, as follows:**

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)].

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

**Add section 9.6: Safety Committee Representation, Compensation**

## **and Responsibilities.**

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

- A. FWEA certificated staff, whether appointed by the building admin or selected by the union, will receive a \$250 stipend. (Recognizing that teachers are not paid hourly, under the law, but by responsibility). Nurses will be paid the full stipend for each team they are on (so if they serve on two school's team, they will receive two \$250 stipends).
- B. Responsibilities: Per the WAC, "Meetings should be one hour or less, unless extended by a majority vote of the committee." We recommend that for at least the first three (3) months of the year, meetings be at least monthly (recognizing the committee decides the frequency and duration, and the committee could decide on multiple shorter meeting).
- C. In the meetings, team members will:
  - i. Understand the safety protocols
  - ii. Understand how the safety protocols are implemented in their building
  - iii. Select a chairperson
  - iv. Review safety and health inspection reports to help correct safety hazards.
  - v. Evaluate the accident reports investigations conducted on site since the last meeting to determine if the cause(s) of the unsafe situation was identified and corrected.
  - vi. Evaluate your site implementation of district workplace accident and illness prevention program and discuss recommendations for improvement, if needed, and discuss health and safety concerns submitted to the principal since last meeting (pursuant to FWEA CBA Section 9.1.C.2.I)
  - vii. Maintain an agenda, minutes, accident report log resolution, and document attendance. Minutes from Safety Committee meetings will be available to all building staff.
  - viii. Submit minutes and accident report log to district Risk Management Team and Association leadership.
- D. Resolving Concerns:
  - i. If concerns cannot be resolved within the Building Safety Committee, they will be resolved through Labor Management.
  - ii. If safety protocols are not being followed or if the implementation of the protocols at our site is not working, concerns will be reported to the principal by submitting the online form and concerns will be discussed in the safety committee meeting and included in the minutes. The

reporting form will also be sent to all members of the Safety Committee.

**Amend Section 10.2.A as follows:**

When staffing counselors, management will take into consideration school enrollment, student demographics, student socio-economics status (SES), number of special programs at a school, and student mobility as caseload factors.

Only staff who hold a valid ESA Counselor certificate may use the job title of counselor. Deans who are not certified as a counselor may not provide individual or family counseling of a personal, psychological or mental health nature.

It is recognized that ESA certified school psychologists and ESA School Social Workers may, by certification and training, be qualified to provide counseling services.

Supplemental Contracts: Elementary Counselors and Elementary Deans shall receive a supplemental contract for 3 (three) per diem days and Middle School and High School Counselors shall receive a supplemental contract for 8 (eight) per diem days, **scheduled by mutual agreement between the employee and supervisor to support students starting school on time and receiving services from the start of school, as well as ongoing caseload duties.**

**Due to the effects of the COVID-19 pandemic, during the 2021-2022 school year, Elementary, Middle and High School Counselors and Elementary Deans shall receive 2 (two) additional supplemental days in recognition of the need for increased direct student support for students returning to in person learning.**

In order to prioritize key counseling duties during times students are available, counselors should not be regularly scheduled for lunch supervision. Principals and Counselors will work together to set a schedule that prioritizes **direct** student support. **By October 31, each counselor will meet with the principal to define and prioritize work in alignment with the ASCA model, job responsibilities as identified in the job description, and jointly created District evaluation tool so that the majority of their work day is focused on those responsibilities:**

**Following publication of OSPI guidance in support of SSB 5030, the District will follow 7.2.A.2.g to gather input on recommendations to align the District's counseling program with OSPI guidance.**

**Amend 10.2.F as follows:**

F. English Language Learner (ELL).\_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.

**Amend Section 10.2.G.2 as follows:**

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

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

**Add the following to 12.2.A:**

**11. SPED Additional Supports:**

**Special Education documentation may be submitted to Student Support Services (SSS) electronically. IEP and evaluation report signature pages, excusals, and other documentation that contains parent/guardian and participant signatures must be uploaded to Synergy as attachments to the IEP or Evaluation report and originals must be sent to Student Support Services within ten (10) days.**

**Add section 14.1.J, modified from section 10.2.F:**

For interpretation (spoken)/ translation (written) tasks outside of the job description, Language Link will be used as the primary resource. Any certificated staff member who is asked by their administrator and agrees to interpret or translate for tasks outside of their job duties during their work day, will be paid from the school operating budget at per diem rate in thirty (30) minute blocks for language interpretation or translation services. Duty free lunch is the responsibility of both parties.

**Per the Letter of Agreement signed December 9, 2019, delete current language in Sections 14.2, 14.5, and 15.4.K and replace 14.2 with the**

**following language:**

The District shall make available to all eligible employees the mandatory and optional group insurance programs offered by the School Employees Benefits Board (SEBB) under the rules and regulations adopted by SEBB. In addition, the parties have a shared understanding of the following rules and applications, paragraphs one (1) through six (6) of which are exclusively within the jurisdiction of, and may be changed by, the SEBB:

1. **SEBB Benefits** - Benefits offered by SEBB currently include, but are not limited to, medical, dental, vision, long-term disability, life insurance, a Medical Flexible Spending Arrangement (FSA) and a Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for medical insurance.
2. **Eligibility** - Employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All hours worked during the school year shall count for purposes of establishing eligibility. Except for paid holiday hours, paid leave hours shall count towards eligibility for benefits under this section. Employees who are hired late in the year but are anticipated to work 630 hours or more the following year are eligible for coverage under conditions defined by the SEBB, as codified in WAC 182-31.
3. **Benefit Enrollment/Start** - Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours annually), except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.
4. **Continuity of Coverage** - When a new employee to the district was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year with the new employer. If an employee was not anticipated to work 630 hours, in a school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.
5. **Effective Date of Resignations.** When an employee eligible for SEBB benefits separates from employment after completion of the employee's



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

- 6. Declining Coverage** –An employee may decline medical coverage through the SEBB within the required SEBB timelines, and following SEBB protocols, and therefore not have any payments or premiums deducted from their paychecks for this purpose.
- 7. Appeals** – Eligibility, enrollment, and surcharge decisions, including those described in paragraphs one (1) through six (6) of this section, may be appealed through the process described in Chapter 182-32 WAC, not the grievance procedure of the collective bargaining agreements between the District and FWEA, unless the remedy provided by the SEBB administrative appeal process does not fully compensate the employee for reasonable out of pocket costs resulting from the district's incorrect eligibility, enrollment, and surcharge decisions.
- 8. Compliance and Legislative Changes** – All provisions of the implementation of these understandings shall be interpreted and applied consistent with the rules and regulations of SEBB. If the Washington State Legislatures changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party may initiate a reconvening to align shared understandings with current regulations

**Amend the first paragraph of 14.3.E as follows:**

If a substitute is declared unavailable by the Human Resources substitute calling desk, and other appropriate certificated staff members are required to cover classes for the day, the school will receive an allowance equal to the cost of hiring a substitute (current equivalent **\$155**).

**Per the Letter of Agreement signed November 2, 2018, amend Section 14.6.B.1.a as follows:**

These stipends recognize the student contact required outside of the school day for certain classes offered by the District. These classes include debate, drama, student leadership, journalism (newspaper and yearbook) and music. A staff member must be responsible for the related class in order to be assigned the co-curricular stipend. (If no class is offered, these activities may be compensated through the flexible stipend allocations.) Payment of the stipend is for the minimum number of performances or events specified on the cocurricular table.

**If the teacher of the Speech and Debate Class does not wish to coach the team at tournaments or other events outside of the school day and declines the co-curricular stipend, buildings can hire of a DebateCoach or Coaches using the co-curricular stipend for debate.**

**Amend 14.6.B.3 as follows:**

Department

There are certain aspects of departments that are logistical in nature. Ordering supplies and managing department textbooks are examples of the type of work to be compensated in \$250 units. While the units are constant, they can be combined in different ways to meet the needs of different departments. The total units awarded by the administrator cannot exceed the school's allocation.

For elementary schools, **one** department head stipend is for elementary safety patrol. For K-8 schools, **three** department head stipends are for safety patrol and science lab management. For secondary schools, at least one of these department head units must be used for chemical hygiene andeyewash and shower wash management. **For all schools, two of the department stipends are for the ESA Nurse and FWEA Appointed representation on the Safety Committee.**

**Amend Appendix G, adding two Department stipends per building to fund ongoing safety committee participation by FWEA members.**

**Per the Letter of Agreement signed September 11, 2020, add Section 15.6: Paid Family Medical Leave:**

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

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

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

The District will annually notify employees about the benefits available under

PFML. Employees are responsible to file claims with the ESD, and PFML payments will come from the ESD.

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

**Supporting Completion of Incomplete Contracts for the 2021-22 school year:**

Tracking and monitoring of incomplete contracts will be part of grad assurance team at the HS and student support team (MTSS) at the middle school, led by the principal.

- a. The team will monitor and track progress.
- b. Counselors, or designated team members, will progress monitor students within their assigned caseload or as allocated by the team. There shall be equitable distribution of incomplete contracts amongst grad assurance or MTSS team members.
- c. The team, in collaboration with teacher, may identify additional completion options, such as the following:
  1. Taking the next course in progression and retroactively changing the grade for the first course based on level of proficiency in the subsequent course
  2. Retake the course in its entirety
  3. Take a credit retrieval course
  4. Submit additional work for assessment to the teacher who initiated the contract, or another assigned staff member.
- d. Some staff- at each building may be assigned monitoring and assessing incomplete contracts as part of their instructional time, defined as time within the school day that is not assigned to planning, professional time, or duty-free lunch (e.g. staff might be assigned one period of contract monitoring).
- e. If a teacher other than one who is doing that duty as part of their instructional time is supporting and assessing completion of the contract, the staff member will receive a stipend of \$50 for each completed contract.

**Exposure to COVID 19 on site during the 2021-22 school year.**

Employees who are directed to quarantine or isolate due to exposure to COVID 19 on the work site or while in the course of job duties, will be placed on paid

administrative leave for the duration of the quarantine.

**Additional PPE for the 2021-22 school year:**

In addition to providing basic PPE as required by state agency regulations, the district will provide the following, at staff request to their office manager

- A. Additional disposable masks to allow for double masking.
- B. One KN95 mask per week
- C. Disposable Gloves
- D. Staff who medically need a greater level of PPE than listed above, may apply for an accommodation through HR for that PPE

**Understanding and Implementing State Guidance Regarding Special Education During the 2021-22 School Year:**

The District will create a guidance document to help all special education staff develop a shared understanding of changes to state guidance and provide staff clear criteria along with timelines for completion of new work related to COVID-19 closures. Training and review of this document will occur during the August Professional Development Student Support Services Summit. Additionally, student support services will hold optional meetings to answer questions when changes occur.

**Support for implementation of GVC during the 2021-22 school year:**

During one of the 4+1 days, FWPS will train all LIOs, principals, teachers on the curriculum overview guides, highlighting the pacing guide adjustments, essential standards, and flexibility for professionals to meet their students' needs during this recovery time.

**Agreements to Support Black, Indigenous, People of Color (BIPOC) Educators:**

During the 2021-22 school year, the district will expand affinity groups for all BIPOC educators. If meetings are held during the school day, staff will be eligible for compensation for planning per section 14.1.I. If meetings are held outside of the work day, staff will be paid curriculum rate for attendance.

**Joint Committees:**

By October 31, 2021, the following committees will be empaneled with FWPS and FWEA selected representatives to provide recommendations to the negotiation team by April 1, 2022 for the successor agreement to current CBA:

- Special Education:
  - Review MAP allocations, caseload thresholds, and overload mitigation strategies. The work/research of this team may be informed by practices and negotiated agreements in districts with comparable service delivery models.
- Dual Language:
  - Seek information to form a more complete picture of the unique

reality of educators working in dual language programs and analyze what other districts/schools with these programs are doing that is successful.

- Librarians:
  - Research best practices and study the amount of hours libraries are open for students to access, what library staffing looks like, access to libraries through an equity lens, amount of time for librarians to teach lessons vs. book check out, what surrounding districts provide in terms of library services, the amount of library management time available.
- Internet Academy:
  - Review the CBA, considering agreements in the following areas planning time, SLT composition and selection, SLCs, implementation of the GVC, and other topics identified by the committee.

### **Committee to review workload impacts of GVC Implementation at Internet Academy:**

Pursuant to 7.2.A.2.g and 7.2.A.2.h, a FWEA/FWPS subcommittee will convene by August 15 to address potential workload impacts related to the implementation of GVC at iA for the 2021-2022 school year. The committee will evaluate workload remedies that are currently in place and determine if additional support for impacted staff are needed.

### **Adapted Physical Education (APE):**

By October 31, 2021, district leadership will convene a meeting with APE teachers to review and revise current practices related to IEP goal writing and evaluation of students for services, with the intent to reduce the number of evaluations and IEPs required by each APE teacher.


### **Compensation:**


- Process a retroactive increase for the 2020-21 school year in the amount of 3.5% and adjust 2020-21 salary schedule to reflect the 3.5% increase in base pay for all cells.
  - Retroactive payment will be for all contracted work (Base, 6-day Supplemental contract, and responsibility contract).
  - In order to provide earlier access to retro payment and to ensure a successful closeout of the fiscal year, payment will be

processed on the July paycheck for all staff still in pay as of that date.

- In order to process the retroactive payment, agreement must be ratified by July 6, 2021 and approved by the board by July 13, 2021.
- Increase all base salaries by IPD for the 2021-22 School year
- Increase curriculum rate, as listed in Section 14.1.I, to \$37.63
- In the 2021-22 school year, each Special Education staff member will receive a \$400 stipend for work related to determining the need for recovery services, such as meetings, paperwork, communication, collaboration, etc.

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 School Board President

  
 FWEA President

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