



SCHOOL BOARD ACTION REPORT

DATE: December 10, 2019
FROM: Denise Juneau, Superintendent
LEAD STAFF: Sherri Kokx, Senior Advisor to the Superintendent,
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For Introduction: January 8, 2020
For Action: January 22, 2020

1. TITLE

Approval of a Joint Operating Agreement (JOA) between Seattle Public Schools (SPS) and Technology Access Foundation (TAF), Partial Waiver of Board Policy No. 2190 with respect to Washington Middle School, and Amendment to the Student Assignment Transition Plan for 2020-21.

2. PURPOSE

Board approval of the JOA between SPS and TAF would implement the STEMbyTAF academic model at Washington Middle School (WMS), beginning with the 6th grade in the 2020-21 school year, adding 7th grade in 2021-22, and adding 8th grade in 2022-23.

3. RECOMMENDED MOTION

I move that the School Board:

- Approve the Joint Operating Agreement (JOA) between Seattle Public Schools (SPS) and Technology Access Foundation (TAF), as attached to this Board Action Report;
- Waive, with respect to Washington Middle School, the provision in Policy No. 2190, Highly Capable Services & Advanced Learning Programs, that a “self-contained cohort option is available in grades 1-8”; and
- Amend the Student Assignment Transition Plan for 2020-21 to include language that the STEMbyTAF model at Washington Middle School will be implemented beginning in the 2020-21 school year, and that starting in fall 2020, Highly Capable (HC) services for 6th grade students at Washington Middle School will be provided in a blended model rather than the cohort model.

4. BACKGROUND INFORMATION

- a. **Background:** The Seattle School Board asked Superintendent Juneau to explore a potential partnership with TAF in Fall of 2018. Several members of the School Board and Superintendent Juneau visited TAF@Saghalie in the 2018-19 school year to see the program in action. All parties left the visits interested in pursuing the possibility of a partnership between TAF and SPS. In March 2019, a Memorandum of Understanding was signed between TAF Executive Director Trish Millines-Dziko, Board Director Leslie Harris, and Superintendent Denise Juneau.

TAF designed the STEMbyTAF Model to transform public schools philosophically, pedagogically and culturally so they become schools that:

- Redefine STEM literacy, equitable education, and what it means to be a well-educated 21st-century student.
- Move the school towards encouraging innovation, pushing the limits of what is expected, delivering curriculum in a way that is relevant to real-world needs and goals of students, and creating an environment that promotes academic success through a social justice lens.
- Ensure learning is designed for, and often by, the students, where teachers collaborate as part of their daily practice and learn alongside their students, where parents are welcome in the classrooms at any time, and where professionals in other fields participate in teaching and learning.
- Give visitors a sense there is a bond of caring between all the groups—teachers, students, leadership, and support staff—where people look out for each other and students support each other to do their very best.

The STEMbyTAF Model is a way of teaching and learning that encompasses and elevates a variety of content mastery strategies that are aligned to state standards and district curricula. The STEMbyTAF Model is not based on the traditional model of STEM education. Instead, the STEMbyTAF Model is based on TAF’s definition of STEM Literacy – the ability to understand and apply concepts and content from science, technology, engineering, mathematics, humanities, and arts to identify and solve challenges or problems that cannot be resolved by any one disciplinary approach. STEM literacy enables students to apply 21st century skills such as collaboration, knowledge construction, self-regulation, problem solving, innovation, information technology, and communication to improve the social, economic, and environmental conditions of their local and global community. This enables the STEMbyTAF Model to be implemented in a way that supports all student interests.

To help facilitate this academic integration, the STEMbyTAF Model relies on the use of educational technology. Technology is an essential tool for both teachers and students to learn, create content, find information, and express ideas, especially in the 21st century. Finally, the STEMbyTAF Model encourages and fosters creativity in learning, while simultaneously drawing connections to college and career readiness. TAF’s college readiness approach is rooted in David Conley’s research positing that for students to be college ready, they must be college aware, college eligible, and college prepared.

To bring it all together, the STEMbyTAF Model partners with industry professionals, community members, and local businesses in the implementation of the model, giving both students and teachers an opportunity to expand their learning community.

This model is fully transferable, and it assumes that each school that uses it will interpret and customize the model to meet the varied needs of their students, families, and community. The STEMbyTAF Model is a framework within which transformation happens as directed by the needs and strengths of individual sites and communities.

- b. **Alternatives:** Continue the status quo at Washington Middle School.

- c. **Research:** Since opening its doors in 1996, TAF has served over 20,000 students through their STEM programs and academic models. In 2008, TAF created TAF Academy, a 6th to 12th grade public neighborhood school co-managed by TAF and the Federal Way School District (FWPS). TAF Academy graduated six senior classes with a 95% on-time graduation, 100% college acceptance and 91% college entrance.

Academically, TAF Academy students exceeded the state and/or district average 80% of the time from 2012-2017.

In the 2015-2016 school year TAF Academy had 298 students:

- TAF Academy ranked highest 10% in district of 8th graders taking algebra, diversity (70% students of color), students taking SAT or ACT, and students enrolled in physics
- Only had 6 students with out-of-school suspensions
- No students had in-school suspensions.

Recognizing a need to expand the work of TAF Academy, Federal Way Public Schools Superintendent Tammy Campbell asked TAF to expand the offerings of TAF Academy by merging with the chronically challenged Saghalié Middle School and transforming it into a model of excellence. In just two short years the newly merged school (now called TAF@Saghalié) was awarded the Superintendent’s “Setting the Pace” award for outperforming the average growth on state testing in the 2018-19 school year in English Language Arts (ELA), provided over 60 internships and has had 100% of seniors graduate on time and 95% accepted to college. Students also outperformed the district and state average SAT scores for both ELA and Math

5. FISCAL IMPACT/REVENUE SOURCE

The following is an initial estimate of cost for the first three years of the contract, during which implementation of the STEMbyTAF model will be phased in, is as follows:

2020-21 school year: \$189,872
2021-22 school year: \$368,955
2022-23 school year: \$546,714

This results in a total three-year cost of \$1,105,542. This is in addition to the WSS.

Assumptions include:

- About one more teacher per year to meet the smaller class size of 1:25
- Sending instructional staff to the STEMbyTAF Summer Institute and providing an additional 24 hours of professional development for each teacher
- At the current time the above estimates do not include any cost associated with the total ratio of 1:80 which is below the contracted limited of 1:150 and the number of prep periods being provided are assumed to meet all current contract requirements
- TAF will provide the following staff on the WMS campus at its cost (which is estimated to be approximately \$600,000/year for five years for a total of \$3 million):

- **Director** – Responsible for managing the TAF staff on campus, being a partner with the principal in the rollout of the academic program, and supporting the principal in selecting staff.
 - **College and Career Readiness Program Manager** – Provides college and career readiness services for all students.
 - **STEMbyTAF Coach** – Provides teachers instructional support in the STEMbyTAF Model and helps them reach the practitioner level in project-based teaching.
 - **Student Support Specialists** – Works side by side with classroom math teachers to provide additional support to students. There is one Student Support Specialist per math teacher.
 - **Program Coordinator, Student Support and Enrichment** – Manages all out of school time extended learning opportunities. This position will be provided in year two.
- TAF will also work with its partners to provide additional classroom and lab technology and materials as needed.

Other cost considerations:

- One-time costs for additional laptops above the current ratio (would be funded by Capital and is estimated at \$50,000 per grade as phased in)
- There are no additional costs due to transportation.

The revenue source for this motion is the General Fund.

Expenditure: One-time Annual Multi-Year N/A

Revenue: One-time Annual Multi-Year N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District’s Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

- Community meetings for families of color and ELL families at John Muir, Thurgood Marshall and Bailey Gatzert
 - June 12, 2019 6-7:30 p.m., held at 2100 Building
 - August 3, 2019, 10 a.m.-12 p.m., held at Bailey Gatzert Elementary

- All elementary families at John Muir, Thurgood Marshall, Bailey Gatzert and other interested elementary families.
 - June 25, 2019, 7 - 8 a.m. held at Washington Middle School
 - October 19, 2019, 10 a.m. - 12 p.m. held at Washington Middle School
- Updates in Friday memos on 8/23, 9/20, 9/27, 10/4
- Updates to Executive Committee on 5/22, 6/12, 8/21, 9/11, 11/13
- Presentations/conversation with WMS teachers in June 2019, 9/30, 11/25/19
- WMS teacher visit to TAF in Federal Way late October
- Work session on Student Assignment Transition Plan (change of HCC at WMS) on 9/25/19
- SEA Leadership on 11/12/19
- John Muir and Leschi families on 12/5/19
- Bailey Gatzert and Madrona families on 12/17/19
- Executive Committee of the Whole on 12/18/19
- Thurgood Marshall families on 12/19/19

7. EQUITY ANALYSIS

WMS DATA:

There are disparities in this data set and please note that students furthest from educational justice, specifically black students, are mostly in the Non-HC WMS demographic. Our strategic plan calls on us to serve this group of students.

All Washington Students	African American/ Black	Asian	Hispanic/ Latino	American Indian/ Alaska Native	Multi-Racial	Native Hawaiian/ Pacific Islander	White
606	135	101	61	1	85	4	219
100%	22.3%	16.7%	10.1%	0.2%	14.0%	0.7%	36.1%

HC Students at Washington	African American/ Black	Asian	Hispanic/ Latino	American Indian/ Alaska Native	Multi-Racial	Native Hawaiian/ Pacific Islander	White
304	9	49	14	0	56	0	176
	3.0%	16.1%	4.6%	0.0%	18.4%	0.0%	57.9%

Non-HC Washington Students	African American/ Black	Asian	Hispanic/ Latino	American Indian/ Alaska Native	Multi-Racial	Native Hawaiian/ Pacific Islander	White
302	126	52	47	1	29	4	43
	41.7%	17.2%	15.6%	0.3%	9.6%	1.3%	14.2%

At WMS students furthest from educational justice are and historically have been underperforming as compared with similar peers in the district. When utilizing the 2018 Washington School Improvement Framework (WSIF), which generates normed performance data for every school across the state using the results of 3-years of data compiled from 2014-15, 2015-16, and 2016-17, WMS looks relatively good through the lens of “all students” (final score = 7.65), but is low performing compared to other schools such as Denny, Mercer and Aki for African Americans (final score = 2.88) and low income students (final score = 4.58). OSPI converts each data point into a decile rank (1-10) based on statewide norming and produces a “Final score” for each student group.

Another data set to consider is how students receiving highly capable services at WMS perform on SBA as compared with students who do not receive these services:

Washington Middle School - Smarter Balanced Scores							
		Highly Capable (n=365 in 2018-19)			Non-HC (n=281 in 2018-19)		
Subject	Grade	2016-17	2017-18	2018-19	2016-17	2017-18	2018-19
MATH % Proficient	6	98.3%	98.4%	98.3%	34.9%	25.8%	34.7%
	7	97.6%	97.4%	97.7%	44.7%	32.3%	18.0%
	8	91.7%	98.4%	92.4%	34.9%	39.9%	29.8%
	6-8 Combined	95.7%	98.1%	96.2%	38.3%	33.8%	27.8%
ELA % Proficient	6	97.4%	98.4%	97.5%	44.6%	32.2%	32.7%
	7	97.6%	97.4%	96.9%	55.1%	41.0%	30.7%
	8	91.7%	98.4%	92.4%	39.5%	53.8%	40.4%
	6-8 Combined	95.4%	98.1%	95.6%	46.5%	44.1%	34.6%

The student climate at WMS is also problematic when compared with the district averages. The student climate survey has 8 categories: Learning mindset, social emotional learning (SEL), belonging, pedagogical effect, student motivation/inclusion, healthy community, safety, and class environment. On the Spring 2019 survey, WMS students reported lower positive results in all areas as compared to 2018. The scores were also below the district average in all but one category. On the Spring 2018 survey, WMS students reported slightly higher positive responses in mindset and SEL but reported lower positive results in all other areas compared to 2017. The results were below the district in 4 of the 8 responses. On the 2017 student survey, positive results were down from 2016 results in all areas except mindset and were below the district scores in all areas except mindset and SEL.

The staff climate results are also problematic. There are two categories on the staff climate survey: Professional culture and instructional practice. In both the 2019 and 2018 surveys, the positive responses were down in both areas as compared to the previous year’s survey. WMS staff positive responses are significantly below the district average in 2019 and 2018 surveys (12-43%). On the 2017 survey, staff reported slightly more positive results in both areas,

however, the positive responses were still well below the SPS averages in both areas (20 and 26%).

These data sets highlight that we are not serving most of the black boys or students furthest from educational justice at WMS in the current model.

TAF DATA

The STEMbyTAF Model focuses on teaching to the standards and giving students multiple ways and time to meet them. TAF values formative assessments (i.e. tests and performance-based assessments), just in time assessments (i.e. exit tickets) to determine student growth. TAF does not put as much weight on state tests as a measure of learning because:

- Some students may excel in the classroom yet not perform well on a standardized test because they're unfamiliar with the format or develop test anxiety.
- Standardized testing causes many teachers to teach to the tests eliminating the development of the whole student and hindering their overall learning potential.
- Standardized testing only evaluates a moment in time performance instead of a student's progress and proficiency over time.

However, even without the emphasis on the state tests, TAF Academy students exceeded the state and/or district average 80% of the time from 2012-2017.

In 2015-2016 school year TAF Academy had 298 students and:

- Ranked highest 10% in district of 8th graders taking algebra, diversity (70% students of color), students taking SAT or ACT, and students enrolled in physics
- Only had 6 students with out-of-school suspensions
- No students had in-school suspensions

In just two short years at the chronically challenged Saghalie Middle School, the newly merged school (now called TAF@Saghalie) was awarded the Superintendent's "Setting the Pace" award for outperforming the average growth on state testing in the 2018-19 school year in ELA, provided over 60 internships and has had 100% of seniors graduate on time and 95% accepted to college.

In these two years of the merger, TAF@Saghalie (635 students):

- Outperformed the average growth on state testing in the 2018-19 school year.
- Outperformed the district and state average SAT schools for both ERW and Math

As TAF works to foster a shift in culture, staff and student climate surveys are also considered. The following data reflects the comparison data from fall 2018 to spring 2019:

- Students were asked to respond to 25 indicators to assess the culture of TAF@SGH. Responses show an increase in percent positive in 24 of 25 indicators.
- Students were asked to respond to 25 indicators to assess the culture of TAF@SGH. Responses show a decrease in percent negative in 21 of 25 indicators.
- Staff were asked to respond to 28 indicators to assess the culture of TAF@SGH. Responses show an increase in percent positive in 23 of 28 indicators.
- Staff were asked to respond to 28 indicators to assess the culture of TAF@SGH. Responses show a decrease in percent negative in 23 of 28 indicators. 1 indicator was unchanged.

The STEMbyTAF Model cultivates academic environments that eliminate race-based disparity in academic achievement and promote the highest level of student learning and teacher development. The STEMbyTAF Model creates equitable learning environments where students and staff feel safe and supported to be their best creative selves. The model provides the core elements which serve as an instructional framework for teachers to transform their learning environments. Teachers provide a platform where students' imagination and self-directed learning are ignited.

TAF provides ongoing professional development in equitable practices that focuses on these keys to success:

- Believing that every student is capable of learning and being successful
- Adapting instruction + curriculum to address students from various backgrounds and differing learning needs
- Fostering character, civic responsibility, and respect for differences
- Striving to hire a racially, ethnically, and culturally diverse staff

TAF's equity agenda is rooted in 228 Accelerator's equityXdesign framework which focuses on self, historical context, ceding power, making the invisible visible, and designing for the future. EquityXdesign is a practice that organizations, teams, and individuals can use to mitigate the impact of racism and sexism in the design process. This is a process for anti-racist and equitable design, and it is guided by three central beliefs: innovation's need for inclusion and intentional design, the indistinguishable relationship between the past and the present, and our moral imperative to live in the future we desire to create.

The STEMbyTAF Model at WMS will likely increase enrollment of the school with more attendance area families and change the student and climate. This program has the opportunity to create an integrated, collaborative and rigorous approach to standards-based instruction, including more opportunities for inclusionary practices for students served in HCC, special education and ELL. The model will bring more staffing to support students and staff during the day to day operation of the school.

HCC families may decide to opt out of Seattle Public Schools for local private school education. The change to project-based learning will be challenging for the staff and there will need to be work in curriculum alignment. Staff will need to provide differentiation for all the students to access the district curriculum

We will use the school improvement planning process, including the CSIP, the TAF Annual Plan and additional capacity of the Research Evaluation Assessment (REA) department to do a side-by-side study.

8. STUDENT BENEFIT

The 2019-24 SPS Strategic Plan is focused on students of color furthest from educational justice. TAF has developed the STEMbyTAF Model, a K-12th grade academic model focused on eliminating race-based disparity in academic achievement and promoting the highest level of student learning and teacher development.

By entering into a partnership with TAF, students have the benefit of the following:

- **Summer Jump Start:** TAF provides 4 weeks of summer learning to all incoming 6th grade students to prepare them for life at a STEMbyTAF Network School. It is designed to acclimate students to STEM integration in the classroom, project-based learning, and the technology incorporated into their everyday learning. During these 4 weeks, students participate in their own mini project to present at an exhibition for families and the community.
- **Student Support Specialists:** TAF funds Student Support Specialists to push into classes to support learning and experience. Student Support Specialists collaborate with classroom teachers to enhance student experience in mathematics. They act as an extension of teacher expertise and judgement regarding necessary interventions through building relationships with students and teacher, reviewing data, creating lessons and workshops designed towards small group learning, and providing social/emotional support as necessary.
- **Student Ambassadors:** TAF supports the development of student voice and leadership through the Student Ambassador program. TAF selects up to 5 students per grade each school year to represent significant voice within their school community and ownership over their school culture and how it is represented to others.
- **College and Career Readiness:** TAF supports college and career readiness by making college and STEM industry careers highly visible and accessible on campus. The College and Career Program Managers meet with students regularly, both individually and in small groups, facilitate college and career fairs, internship and job shadow opportunities, college visits, and incorporate higher learning as an essential element of the local culture and community.
- **STEM Integration:** TAF will prepare each student to be STEM literate by utilizing processes that mirror those used by local STEM professionals, working with STEM experts, participating in STEM focused projects and applying their knowledge to identifying and solving real world challenges.

Because of TAF's significant investment in developing teachers, over time students benefit from having teachers who:

- Are seen and treated as highly respected professionals, with a great deal of autonomy over their classroom.
- Serve as the facilitators of learning and continuously strive to cultivate the type of environment that enables everyone in the school to grow as individuals who contribute to the good of the whole.
- Provide multiple rich learning experiences for their students.
- Use inquiry as a lens for equity and explore diverse forms of knowledge and experience.
- Make sure students see themselves, their cultures, and their interests in the work they do.
- Are encouraged and supported as they model the kind of learning they want their students to emulate.
- Fully support each student by providing an individualized roadmap to their personal goals and ambitions.

9. WHY BOARD ACTION IS NECESSARY

- Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No. _____, _____, provides the Board shall approve this item
- Other: Amendment to Board-approved Student Assignment Transition Plan for 2020-21; waiver of a provision in a Board policy.

10. POLICY IMPLICATION

The provision in Board Policy No. 2190, Highly Capable Services & Advanced Learning Programs, that a “self-contained cohort option is available in grades 1-8” would be waived for Washington Middle School.

Per Board Policy No. 6220, Procurement, and Board Policy No. 6114, Gifts, Grants, Donations & Fundraising Proceeds, Board approval is required for approval of contracts over \$250,000.

Board Policy No. 3130, Student Assignment, states “that students shall have the opportunity to attend an elementary, middle or high school based in a designated attendance area based upon home address, unless the school designated by a student’s home address does not have appropriate services for the student’s needs, as determined by the school district.”

Per the Student Assignment Transition Plan, any changes to boundaries, geographic zones, feeder patterns, or assignment rules after implementation of the Student Assignment Plan require Board action.

Board Policy No. 2200, Equitable Access to Programs and Services, states, “It is the policy of the Seattle School Board that programs and services be developed, replicated, and placed in support of district-wide academic goals that address systemic needs and support quality education for all students within the context of the current student assignment plan.”

The JOA must be in accordance with all collective bargaining agreements and has been vetted to include language explicitly stating this.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the December 18, 2019 Executive Committee of the Whole meeting. The Committee reviewed the motion and moved the item forward with a recommendation for approval by the full Board.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, the JOA agreement will go into effect. SPS and TAF will then partner to implement the agreement for 6th grade students at WMS for the 2020-21 school year; 6th and 7th grade students at WMS for the 2021-22 school year; and grades 6-8 in the 2022-23 school year and the next 7 years thereafter.

13. ATTACHMENTS

- Joint Operating Agreement between SPS and TAF (for approval)
- Amended Student Assignment Transition Plan for 2020-21 (track changes – for approval)
- Policy No. 2190, Highly Capable Services and Advanced Learning Programs (for reference)

**JOINT OPERATING AGREEMENT
BETWEEN
SEATTLE SCHOOL DISTRICT NO. 1
AND THE
TECHNOLOGY ACCESS FOUNDATION**

THIS JOINT OPERATING AGREEMENT (the “Agreement” or “JOA”) is made and entered into as of the last date of authorized signature set forth below (“Effective Date”) by and between Seattle School District No. 1, a Washington municipal corporation and public school district (the “District” or “Seattle Public Schools” or “SPS”), and the Technology Access Foundation, a Washington not-for-profit corporation (“TAF”), together the “Parties.”

WHEREAS, TAF has developed the STEMbyTAF Model, a K-12th grade academic model focused on eliminating race-based disparity in academic achievement and promoting the highest level of student learning and teacher development;

WHEREAS, TAF has proposed to bring the STEMbyTAF Model to the District’s Washington Middle School (“WMS”), with possible expansion of the program through 12th grade upon mutual agreement;

WHEREAS, the District wishes to partner with TAF to ensure all students at WMS, through the implementation of the STEMbyTAF Model, have an opportunity to learn at the highest level possible and be prepared to fully participate and excel in high school; and

WHEREAS, the District and TAF will Co-manage WMS through the term of this agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and TAF, intending to be legally bound hereby, do hereby agree as follows:

1

The following terms are used throughout the document:

Term	Definition
“Agreement” or “JOA”	This Joint Operating Agreement between the District and TAF.
“Annual Plan”	The plan developed annually and jointly by the WMS Building Leadership Team and TAF to guide STEMbyTAF implementation for the school year.
“Annual End of Year Report”	The report of progress on the Annual Plan that includes recommendations for the upcoming school year.
“Certificated Employee”	A certificated nonsupervisory educational employee of the District.

SPS/TAF Joint Operating Agreement for STEMbyTAF at Washington Middle School

“Classified Employee”	A noncertificated nonsupervisory employee of the District.
“Co-manage”	The process through which SPS (at either the district or school level) and TAF shall make joint decisions in the operation of WMS, including but not limited to principal selection; teacher selection (consistent with the SEA Contract, as defined below), selection and procurement of items or services that support the STEMbyTAF Model (such as curricular content and teacher training); selection of electives; business partnerships, and community engagement.
“Continuous School Improvement Plan” or “CSIP”	The Continuous School Improvement Plan (CSIP) is an action plan developed by Principals and Building Leadership Teams for a school that identifies the areas a school plans to focus on in the current and coming school year, the performance goals it wants its students to achieve, and how such school plans to collaboratively meet these goals.
“Curriculum”	The learning standards that teachers teach; adopted Instructional Materials, courses, scope and sequence, presentations, activities, assignments, projects provided for students, and assessments and other methods to evaluate learning.
“Director of Schools”	An employee of the District who supervises principals.
“Existing Program”	The existing WMS program as of the Effective Date.
“Existing Program Principal”	The Principal of the Existing Program as of the Effective Date.
“Facility”	The WMS campus at 2101 S. Jackson St., Seattle, WA 98144, or any successor facility for WMS.
“Instructional Materials”	All materials designed for use by students and their teachers as learning resources to support the Curriculum and help students acquire facts, skills, and/or to develop cognitive processes. These instructional materials, used to help students meet State or District learning standards, may be printed or digital, and may include textbooks, technology-based materials, other educational media, and assessments.
“Memorandum of Understanding”	The document signed by the District and TAF to explore the possibility of STEMbyTAF in a Seattle Public School.
“Parent”	Parent(s) or guardian(s) of enrolled students as identified on educational records.

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“Principal”	An individual who supervises the operation and management of the school and staff to which he or she is assigned.
“Principals’ Association of Seattle Schools” or “PASS”	The union/association, or its successor, representing Certificated, School Leaders.
“Proposal”	The <i>STEMbyTAF at Washington Proposal</i> , as may be updated from time to time, in substantially the form attached hereto as <u>Exhibit A</u> , and which is incorporated into this Agreement by reference.
“Seattle Educational Association” or “SEA”	The union, or its successor, representing Certificated, Paraprofessionals and Seattle Association of Educational Office Professionals employees of the District.
“Seattle Education Association Contract” or “SEA Contract” or “CBA”	The 2019-2024 Collective Bargaining Agreement(s) between the District and the Seattle Educational Association and/or their successor agreements for the duration of this Agreement.
“STEMbyTAF”	The academic model developed by TAF designed to cultivate academic environments that eliminate race-based disparity in academic achievement and promote the highest level of student learning and teacher development.
“Student Support Specialists”	Staff hired by TAF to support core subject achievement pursuant to Section 5.3.1.
“Superintendent”	The Superintendent of the District.
“TAF Director”	The TAF staff member representing TAF in the day to day operations at WMS.
“WMS Management Team”	The planning and management committee composed of staff members from the District and TAF that represent a variety of functional areas needed to manage WMS and retain specific responsibility for management of the relationship through the JOA. The designation of members to the WMS Management Team is set forth in Section 3.1
“WMS Building Leadership Team” or “BLT”	The WMS Building Leadership Team is composed of the WMS Principal, assistant principal, teacher representatives, parent representatives, student representatives, and TAF representatives. The WMS Principal is responsible for communicating building

	leadership activities to District staff, whose responsibilities are outlined in the SEA Contract.
“WMS Principal Selection Team”	A team formed pursuant to Section 3.5, that, upon a vacancy in the WMS Principal position, will lead the process of recruiting the WMS Principal and select the final two candidates to be presented for consideration to the Superintendent and TAF Executive Director. The WMS Principal Selection Team will be composed of select District representatives and the TAF Director or his or her designee.

2 OVERVIEW

The underlying assumptions for this Agreement are that WMS will:

- Remain an attendance area school;
- Be Co-managed by the District and TAF throughout the term of this Agreement;
- Maintain existing sports and legacy out-of-school time activities;
- Be staffed with certificated and classified staff;
- Have a certificated Principal;
- Be subject to the collective bargaining agreements of all respective staff; and
- Have TAF staff at the Facility to support the STEMbyTAF model.

Subject to applicable federal, state, and local laws; District policies and procedures; and the SEA Contract and any other applicable collective bargaining agreements, the Parties agree to diligently perform their obligations hereunder in good faith consideration of and consistent with, the objectives and guidelines for STEMbyTAF at Washington outlined in the Proposal, the Annual Plan, and CSIP. In the event of a specific conflict between the terms of this Agreement and the terms of the Proposal, the Annual Plan, or CSIP, the terms of this Agreement will control.

3 MANAGEMENT

WMS will be Co-managed by the District and TAF. This unique model distributes responsibilities in a way that employs the strengths of the District and TAF as the Parties strive to provide the best education possible to WMS students and their families.

3.1 WMS MANAGEMENT TEAM

The WMS Management Team, which was assembled at the signing of the Memorandum of Understanding, consists of employees from the District and three employees from TAF, including the Superintendent and the Executive Director of TAF. There will be no limit to the size of the WMS Management Team. The WMS Management Team will stay intact through the Term of this Agreement and will be under the guidance of a Superintendent-appointed school district liaison. If a member leaves

the team, each Party will select a replacement to serve as its representative on the joint WMS Management Team and inform the other Party of such selection as soon feasible. The WMS Management Team will:

- Be authorized to manage the relationship of the Parties under this Agreement;
- Take the actions specifically delegated to the WMS Management Team under this Agreement; and
- Be the primary point of contact for matters relating to this Agreement.

Each Party may change its representatives of the WMS Management Team at any time on written notice to the other Party. The WMS Management Team shall meet on the reasonable request of either Party but no less than once every three months.

3.2 ROLE OF THE DIRECTOR OF SCHOOLS

The Director of Schools will supervise the performance of the WMS Principal and complete the required SPS annual performance evaluations with input from the TAF Director.

3.3 ROLE OF WMS PRINCIPAL

The WMS Principal shall function as the chief administrative and educational officer of WMS. The WMS Principal shall fully participate in District processes and programs on a par with and to the same extent as other District middle school principals and, except as otherwise provided herein, shall have all other rights and obligations of other District school principals.

3.4 ROLE OF THE WMS BUILDING LEADERSHIP TEAM

The WMS Principal will be charged with forming a Building Leadership Team at WMS in accordance with the SEA Contract.

3.4.1 BUILDING LEADERSHIP TEAM COMPOSITION

The BLT shall be composed of the WMS Principal, WMS teacher representatives, WMS classified representatives, WMS Parent representatives, WMS student representatives, and TAF representatives. The WMS Principal is responsible for communicating with District staff on behalf of the BLT.

3.4.2 BUILDING LEADERSHIP TEAM DUTIES

The BLT will provide input into the preparation of TAF's annual program end of year report, and the WMS Principal will provide a copy to the District.

3.5 SELECTION OF WMS PRINCIPAL

WMS is opening the STEMbyTAF program with an Existing Program Principal. In the event the Existing Program Principal resigns or is terminated from his or her position at a time of year when it is not feasible to search for a new Principal, the District will place an interim Principal at WMS whose primary role will be to maintain the progress the WMS school community is making on its Annual Plan. The District and TAF will then follow the procedures outlined in section 3.5.1 to select the next WMS Principal.

3.5.1 PRINCIPAL SELECTION PROCESS

Recruitment and evaluation of candidates for the position shall be undertaken jointly between the District and TAF, as set forth below in section 3.5.1.2. The Superintendent and TAF's Executive Director will make the final selection of the WMS Principal, and the Superintendent will formally make the offer to the selected candidate.

3.5.1.1 MARKETING THE POSITION

The WMS Management Team shall work with SPS Human Resources to draft the job description for the WMS Principal, and appoint the WMS Principal Selection Team comprised of at least six (6) people. District Human Resources will provide staff support to coordinate the WMS Principal recruitment process. District personnel will coordinate and place recruitment advertising for the position.

3.5.1.2 INTERVIEWING CANDIDATES FOR THE POSITION

The District Human Resource team and the WMS Principal Selection Team will conduct initial screening of applicants to determine which possess the minimum qualifications for further consideration and together will determine the process for identification of applicants to interview for further consideration, assuming minimum qualifications and application materials requirements are met.

The WMS Principal Selection Team will have discretion to determine the process for identification of applicants to interview for further consideration. Following interviews with the finalists, the WMS Principal Selection Team will identify no more than three (3) candidates, whose names will be submitted to the Superintendent and the TAF Executive Director. The Superintendent and the TAF Executive Director will then interview the finalist(s), make the final selection of the WMS Principal, announce their determination to the WMS Management Team and the WMS Principal Selection Team, then the Superintendent will formally make the offer to the selected candidate.

In the event that the Superintendent and TAF Executive Director do not select one of the finalists, the position may be re-opened or the Superintendent may appoint a Principal.

4 PERSONNEL

The TAF Executive Director of Education and WMS Principal shall determine all WMS staffing requirements, consistent with the Educational Program as defined in Section 5.0 approved by the WMS Management Team and the annual budget approved by the District. Certificated employees of WMS will be subject to Washington State law employment standards and in accordance with the site-based hiring process outlined in the CBA. In conjunction with Human Resources, the hiring of staff is a joint endeavor with the TAF Director and the WMS Principal. [TAF employees at WMS will be subject to Policy 5253, “Maintaining Professional Staff/Student Boundaries.”](#)

4.1 TEACHERS

Teachers who are currently working at WMS may opt to transfer during the hiring process. District Human Resources will work with those staff to find an alternative placement in accordance with the SEA Contract.

If the District has surplus staff from other schools due to enrollment fluctuations or program changes and there are open positions at WMS, the District agrees to use the hiring procedures provided herein and approved by the WMS Management Team, which may include waivers applied for under the SEA Contract related to involuntary transfers or reduction in force processes.

4.2 OFFICE STAFF

Office Staff: The current WMS office staff will retain their roles. On-going employment is subject to annual performance, as outlined in the SEA Contract.

4.3 RECRUITMENT AND ASSIGNMENT

Assignment of staff (Certificated Employee and Classified Employee positions) will be determined by the WMS Principal and the TAF Director with actionable input from the BLT based on qualifications, in a manner consistent with Federal and State law and, except as provided herein, District policies and procedures and existing and future collective bargaining agreements.

All WMS personnel recruitment and assignment processes will coincide to the maximum extent practicable with comparable District-wide processes to ensure maximum opportunity for current District employees to fill available WMS positions as well as for WMS staff to transfer to other positions available in the District.

With respect to certificated WMS positions, the WMS Principal may solicit applications from and fill such positions with applicants who are current District employees or applicants from outside the District (not currently District employees). This will be done in accordance with the SEA Contract.

4.4 WMS STAFF HIRING TEAM

The WMS Principal, in hiring initial Certificated Employees for the WMS, will utilize a site based hiring team consisting of the WMS Principal; one (1) or more parent(s) of students; one (1) or more professional designee(s) of the Superintendent; (2) two certificated SEA represented staff; and one (1) or more staff members from TAF. The role of the team will be to assist, advise and make recommendations to the WMS Principal, who will make the final hiring decision.

4.5 HIRING PROCEDURES AND SPECIAL CONSIDERATION FOR CLASSIFIED EMPLOYEES

Except as provided herein, vacancies in Classified Employee positions at WMS following execution of this Agreement will be filled by the WMS Principal using the following procedure:

1. Currently eligible District Classified Employees will be advised of any vacant classified position at WMS.
2. Interested eligible staff will express their interest in being considered for appointment to the vacant position through standard district application processes and in accordance with the SEA Contract.
3. Preliminary screening for minimum qualifications of applicants will be conducted by the District.
4. The WMS Principal and the hiring team will interview candidates identified through the screening process.
5. Beginning in the third school year covered by this JOA, candidates that pass the interview process will present a sample lesson to a classroom of select students.
6. The WMS Principal will offer the position to the successful finalist, subject to approval of District Human Resources.

4.6 REMOVAL OF STAFF

The District recognizes the particular importance of compatible and effective staffing to the success of the WMS and agrees to support, to the maximum extent possible consistent with Federal and State law and the relevant collective bargaining agreement, the WMS Principal in his or her determinations with respect to administrative transfers and performance-based procedures leading to and including eventual transfers or removals of staff. Specifically, the District agrees to expedite consideration and implementation of all such determinations of the WMS Principal. Human Resources will work with the principal and SEA to expedite these considerations within the guidelines of the collective bargaining agreement.

4.7 DEDICATED SUBSTITUTE POOL

Recognizing the unique requirements of implementing the STEMbyTAF model at WMS, the Parties agree that the WMS Management Team may identify a separate substitute pool for Certificated Employees and Classified Employees of WMS. Procedures for establishment, maintenance and utilization such a

substitute pool shall be developed by the WMS Management Team in consultation with Human Resources. This does not exclude the substitutes from working at other schools.

4.8 BEFORE AND AFTER SCHOOL STAFFING

WMS has a rich array of after school programming (legacy programs), and while TAF will focus mostly on supporting programs geared toward the STEMbyTAF model, TAF will support the legacy programs to the extent possible through additional resources and staffing support.

For new programs started by TAF for WMS students, TAF shall be responsible and have sole primary discretion for recruiting, hiring and managing full- or part-time, permanent or temporary positions, generally associated with before and after school programs. These will include, but not be limited to, the provision of programmatic enrichments, extended day activities and social services supportive of WMS. At its option, TAF may contract with the District for District staff to fill such positions or provide such services.

TAF shall strive to fill these positions with individuals who have established connections to the WMS community. All such individuals must successfully pass the background check required by State law in order to participate, whether such individuals are paid by TAF or are volunteers.

4.8.1 BEFORE AND AFTER SCHOOL STAFFING COSTS

Certificated Employees and Classified Employees in WMS shall have an option to provide increased instruction time during an extended instructional day and year. Compensation will be determined during the planning of each academic year and in accordance with the SEA Contract and within agreed upon budget parameters. In the event TAF generates funds to support activities beyond the District budget, TAF and the District will work together to arrange payment and billing process.

4.9 PROFESSIONAL DEVELOPMENT

Each year, all Certificated Employees working at WMS who will be implementing the STEMbyTAF Model are required to attend up to 24 hours each year of paid additional training to effectively implement the STEMbyTAF model. Training beyond 24 hours will be voluntary and paid by the District.:

- Required Paid: The STEMbyTAF Teacher Institute – Four days of STEMbyTAF training in August with teachers from other STEMbyTAF schools.
- Voluntary Paid: TAF Teacher Equity Training – four 1/2 days of TAF Teacher Equity Training during the school year.

In addition, the STEMbyTAF Instructional Coach will work with WMS teachers to support their development in the STEMbyTAF model.

All WMS staff implementing the STEMbyTAF Model shall comply with such requirements, which, to the maximum extent practicable, shall coincide with and conform to opportunities provided by the District for satisfying routine statutory or contractual training requirements.

4.10 VOLUNTEERS

TAF shall have the right to avail itself of opportunities to provide programmatic enhancements and social services through volunteers. Such volunteers may provide services at WMS in support of the needs outlined in the Annual Plan and the CSIP. All volunteers will undergo an intake process which includes background checks following District policies and procedures before starting volunteer service.

When active, volunteers will be managed by assigned TAF staff on the campus.

4.11 SEA AND PRINCIPALS ASSOCIATION

The District shall, prior to the implementation of this Agreement, inform SEA and the Principals Association for the implementation of this Agreement. In the event waivers are necessary, the Parties agree to subscribe to the policies and procedures required to obtain said waivers.

5 EDUCATIONAL PROGRAM

The implementation of the STEMbyTAF academic model shall be consistent with applicable State law, and District Curriculum policies, guidelines and requirements, and be subject to the same District planning and review procedures applicable to other middle schools in the District. The laws, policies, and guidelines are understood by the Parties to represent a minimal baseline for the WMS Curriculum, which the Parties intend to substantially enrich and enhance. The Parties acknowledge and agree that the WMS Curriculum will be based on the principles set forth in the STEMbyTAF academic model, including but not limited to, a STEM focus, and shall not be limited by any such laws, policies or guidelines except to the extent required.

5.1 CONTINUOUSLY IMPROVING THE INNOVATIVE ACADEMIC ENVIRONMENT

Over the eleven years of operating schools under the STEMbyTAF academic model in a neighboring school district, the school team has been free to innovate while adhering to state and district academic requirements. Through this JOA, the Parties will strive to ensure that WMS will:

- Provide teachers, Principal, and staff with the flexibility to innovate and make decisions about staffing, Curriculum, and learning opportunities to improve student achievement and outcomes as measured by the District-adopted Strategic Plan, and by local and state assessments.
- Have more flexibility in Curriculum, Instructional Materials, and offer more customized learning experiences for students. The Parties agree that flexibility in Instructional Materials will be based

on adherence to District policy, including, but not limited to, Policy No. 2020, Waiver of Core and Extended Core Instructional Materials.

5.2 AREAS OF AUTONOMY AND FLEXIBILITY

The following are the areas of autonomy and flexibility enabled by this partnership:

5.2.1 CURRICULUM AND ASSESSMENT

Curriculum and assessment practices will be structured to best meet students' learning needs at WMS. While acknowledging that WMS is expected to administer all required state and district required assessments, WMS will have the flexibility to best determine which instructional materials and assessment practices will prepare students for state and District assessments under guidance and joint approval of the District and TAF. This could include:

- School-based supplemental instructional materials
- School directed professional development offerings

5.2.2 STAFFING

All staff members of WMS will be employees of the District and will continue to be members of applicable bargaining units. The WMS administration (including the Principal) in partnership with TAF has the freedom to manage staff members as needed in order to create a unified school community. This may include:

- Establishing staffing patterns and creating job descriptions in partnership with District Human Resources, that best meet the academic, social, and emotional needs of students;
- Hiring staff that best fit the needs of WMS, which may include waivers applied for under the SEA Contract related to involuntary transfers or reduction in force processes;
- Administrative or involuntary transfers to WMS shall be subject to the hiring procedures provided herein and approved by the WMS Management Team; and
- All employees must maintain the appropriate certification for the assignment.

5.2.3 DISTRICT POLICIES

In the event a District Board Policy or Superintendent Procedure, the 2019-24 Seattle Public Schools Strategic Plan ("Strategic Plan"), or collective bargaining agreements conflict with the STEMbyTAF model, the Parties agree to amend this JOA in good faith to address conflicts while supporting the instructional model needs of the STEMbyTAF program.

5.2.4 PROFESSIONAL DEVELOPMENT

Professional development activities will be set according to the needs of the students, staff, and faculty of WMS and in direct support of the District Strategic Plan, and WMS Annual Plan and the CSIP. This could include:

- Modifying or transforming the structure and/or content of professional development activities to meet the specific needs of WMS's student population, regardless of the District's professional development activities; and
- Restructuring the daily schedule in order to fully integrate professional development into the daily collaboration of teachers within the school.

The TAF Management Team agrees to meet annually before the end of each school year to agree upon the use of the supplemental professional development days for the following school year (including August). This will be done in collaboration with the WMS Building Leadership Team.

5.3 CONSISTENCY WITH DISTRICT CURRICULUM FRAMEWORK

5.3.1 ADDITIONAL CLASSROOM SUPPORTS

TAF, at its expense and after conversations and agreement with the WMS Principal about placement, shall have the discretion to provide the students and staff of WMS with additional academic support and enrichment. TAF will support students and teachers during the school day by providing on-site tutoring in core subjects via Student Support Specialists. Student Support Specialists will be hired, background checked and trained by TAF. Student Support Specialists will follow all District guidelines regarding adult contact with students.

5.3.2 EXTENDED HOURS AND ACADEMIC YEAR

New before and after school programs introduced by TAF will be identified by TAF in collaboration with the WMS Management Team. The WMS Management Team shall have the right to determine the appropriate hours for such programs which also will be designed to facilitate and provide meaningful opportunities for parental involvement in WMS.

5.3.3 EXTENDED HOURS AND ACADEMIC YEAR TRANSPORTATION

The District will provide transportation options to WMS students that are currently provided for District students. TAF may request additional transportation to facilitate student attendance at before- or after-school programs integrated with WMS.

6 STUDENT ENROLLMENT

WMS is a neighborhood school with predefined “feeder” elementary schools (Bailey Gatzert, Thurgood Marshall and John Muir). Students also have the option to “choice” into WMS using the District school choice procedures.

The STEMbyTAF academic model will be implemented only for the 6th grade for the 2020-21 school year, adding 7th grade the next year (2021-22), and 8th grade the following year (2022-23).

6.1 ENROLLMENT BOUNDARY

Students residing outside the WMS boundary may apply for enrollment at WMS in accordance with District Policy related to “choice” enrollment. District students stating a preference for enrolling at WMS will be assigned to WMS on the same basis and through the same process as assignments are made to any other District school. Spaces in WMS classes/grades are limited by grade size, as determined by the WMS Management Team, pursuant to this Agreement, but may not exceed the class size limits set by the CBA. For each academic school year during the Term, the District shall maintain a WMS wait list in accordance with the District choice policy and procedure.

6.2 COMMITMENT TO DIVERSITY

The District’s Strategic Plan is guided by four priorities and is laser-focused on supporting students of color who are furthest away from educational justice, beginning with African American boys and young men. This work is not about changing students. It is about changing broken systems and undoing legacies of racism in public education. By actively addressing racism in our educational system, and ensuring students furthest from educational justice thrive, conditions in Seattle Public Schools will improve for all.

Consistent with that commitment, the District and TAF will strive to ensure that WMS maintains a diverse learning environment where students experience an integrated education with students of all races, backgrounds and academic abilities.

6.3 ENROLLMENT CAPACITY

The Parties acknowledge that small class size and the resultant student/teacher ratio are critical to improving academic outcomes at WMS using the STEMbyTAF model. The Parties anticipate that class size will not exceed twenty-eight (28) students per class nor eighty-four (84) students per teacher in core classes.

Because WMS is an attendance area school, the District cannot limit enrollment. However, the District is committed to managing enrollment by modifying the elementary feeder pattern and closing choice in the elementary feeder schools. Any available vacancies at WMS will be filled in accordance with the District choice policy and procedure.

6.4 ADMISSION OF STUDENTS WITH SPECIAL NEEDS

Federal and Washington state law and District policies and procedures shall govern the provision of Free Appropriate Public Education (FAPE) to students with disabilities enrolled at WMS. In accordance with federal and state law, such policies and procedures will provide all students with disabilities an equal opportunity to attend WMS and provide that a student with a disability will not be excluded from the programming at the school on the basis of his or her disability.

6.5 ADMISSION OF HIGHLY CAPABLE COHORT STUDENTS

Approximately 50% of students currently at WMS are in the District's Highly Capable Cohort (HCC) and have been educated separately from the other students in their school since first grade. As WMS begins implementation of the STEMbyTAF academic model, the students receiving HCC services who are in grades that have implemented STEMbyTAF will no longer be served in a cohort separate from the other members of the student body.

District policy 2190 states that all students will be afforded the opportunity to reach their potential and graduate from high school ready for college, career, and life. As such, all students qualified for highly capable services will have equitable access to academically challenging services. The STEMbyTAF academic model will meet the needs of learners from all levels. [TAF uses a variety of instructional tools to meet the needs of all learners, including students who require highly capable services, in the general education setting. These instructional tools include, but are not limited to, the following:](#)

- [Curriculum compacting](#)
- [Differentiated instruction](#)
- [Enrichment](#)
- [Flexible or cluster grouping](#)
- [Independent projects](#)
- [Supplemental instruction in an area of interest](#)

Currently there are students in HCC who reside in places in Seattle outside of the WMS reference area. WMS will continue to be the HCC pathway for students in the South East and Central area unless there is a change in the district's Student Assignment Transition Plan.

6.6 TRANSPORTATION

The District shall provide transportation as defined in its transportation policies.

7 ASSESSMENT/EVALUATION

7.1 PRINCIPAL

The WMS Principal shall be evaluated on an annual basis by their SPS Director of Schools in a manner and on a schedule that will enable the SPS Director of Schools to include the input from TAF's Director.

SPS/TAF Joint Operating Agreement for STEMbyTAF at Washington Middle School
Although the WMS Principal is a District employee, he or she shall serve as the WMS Principal only for so long as he or she maintains the confidence of both Parties. In the event either the TAF Executive Director or the Superintendent notifies the other that it or he or she no longer has the confidence (based on clearly documented evidence) in the WMS Principal, the WMS Principal, consistent with State law, shall be notified by the Superintendent at the earliest opportunity, but no later than May 15, of the decision to not renew their contract as WMS Principal for the ensuing school year.

Nonrenewal of contract for evaluated performance concerns is effective at the conclusion of the WMS Principal's current contract (June 30), unless a negotiated separation agreement has been agreed to by both Parties. The Superintendent will follow state laws with respect to the non-renewal of the principal. The WMS Principal may be removed from his or her position at any time for documented and proven acts of unprofessional conduct as defined in WAC 181-87. Successor Principals shall be selected consistent with the procedures provided herein in Section 3.5, and the District shall consider in good faith input from current WMS Parents and students to provide input in the recruitment process. The Superintendent shall have the authority to appoint interim Principals (to serve only until the selection process provided herein can be completed) reasonably acceptable to the WMS Management Team, pursuant to existing District processes.

7.2 TEACHERS

The Parties acknowledge that the SEA Contract outlines an extensive evaluation process for all District teachers, including WMS teachers. TAF will work with the WMS Principal to integrate the STEMbyTAF model assessment into the evaluation process. The WMS Principal performs the evaluations of all WMS teachers. Teachers will be evaluated under the state and district guidelines. All processes and protocols outlined in the SEA Contract will be followed.

7.3 STUDENT ASSESSMENTS

The Parties acknowledge that WMS Curriculum may not follow the same timeline as standard District school Curriculum. Modifications to Curriculum and assessments will be developed jointly between TAF and the District. WMS students will take the District assessments as required. State assessments will be administered in the time frame and for the content specified by the Washington Office of the Superintendent of Public Instruction.

7.4 DATA SHARING

The District will enter into a separate data sharing agreement with TAF that allows TAF to assess the success of the STEMbyTAF model at WMS. Specifically, TAF needs access to data in the following categories for WMS and for 5th grade students at the three feeder elementary schools:

- Assessment Data
- Culture
- Student Demographics
- Student Information Systems
- Teacher Demographics

The District and TAF will create and sign a data sharing agreement within sixty (60) days after the Effective Date of this JOA. Such data sharing agreement will be reviewed by the Parties annually and updated, as needed.

8 COMMUNITY AND CORPORATE PARTNERSHIPS

One of the tenets of the STEMbyTAF academic model is the connection to community and business. TAF will actively pursue opportunities and partnerships with community organizations and corporations so WMS students can benefit from enrichment programs, internships, and job shadowing opportunities.

The District and TAF will collaborate on engaging appropriate community and corporate partners.

9 TECHNOLOGY USAGE AND INFRASTRUCTURE

Exploring various technologies and learning how to use them to enhance learning is a core tenet of the STEMbyTAF academic model. WMS students in classrooms that have implemented the STEMbyTAF academic model will use technology throughout each day to create, research, learn and communicate ideas. To that end, the WMS technology program will have the following elements:

- A 1:1 laptop program
- All learning spaces will have a SMART panel and document camera
- The specialized labs will have additional technologies tailored to the lab functionality

The technology will be supported by both TAF and the District. The District will commit to providing enough laptops so each WMS student participating in STEMbyTAF will have a laptop (1:1). The District will also provide the technology infrastructure including broadband, Wi-Fi and servers, including the support needed to maintain such infrastructure.

TAF and the District will collaborate to secure non-district funds for learning space technology. TAF will work with the District to determine school-based technical support to ensure all technology in the building is functioning each day at a high capacity.

TAF will secure grants to outfit the design and engineering lab, digital art lab and robotics lab. TAF and the District will collaborate to secure funding for additional equipment on an as needed basis.

9.1 CHILD INTERNET PROTECTION ACT

The Parties acknowledge that the District is subject to the Children's Internet Protection Act ("CIPA") and as such, all District schools are required to adopt certain policies to monitor the online activities of its students, including WMS students. WMS shall be responsible for complying with the basic CIPA required Internet safety requirements which, for computers that are accessed by minors, include technology protection measures to block or filter Internet access to pictures that: (a) are obscene, (b) are child

pornography, or (c) are harmful to minors,. In addition, WMS shall fully comply with the requirements of District Board Policy 2022 and the Superintendent Procedure SP2022.

9.2 FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The Parties acknowledge that the District is subject to the Family Education Rights and Privacy Act ("FERPA"), protecting the privacy of student education records. The Parties also acknowledge that FERPA permits access to student education records under the School Official exception when an outside party:

1. performs an institutional service or function for which the agency or institution would otherwise
2. use employees;
3. has been determined to meet the criteria set forth in the school's or district's annual notification of
4. FERPA rights for being a school official with a legitimate educational interest in the education records;
5. is under the direct control of the agency or institution with respect to the use and maintenance of education records; and
6. uses education records only for authorized purposes and may not re-disclose PII from education records to other parties, unless the provider has specific authorization from the school or district to do so and it is otherwise permitted by FERPA. (See 34 CFR § 99.31(a)(1)(i)).

As a result, the Parties acknowledge that some TAF employees may qualify to access student education records as a school official to perform the work detailed in this Agreement. TAF further acknowledges and agrees that this exception does not create a collective right for TAF as an organization, but the exception may apply to individuals working for TAF in support of the STEMbyTAF programming.

TAF understands and agrees that any student education records are considered confidential student information and will not be disclosed to any other person, agency, or entity without prior written consent of the District unless required to make such a disclosure under an applicable law or court order. TAF agrees that any student information obtained pursuant to this JOA is confidential and cannot be disclosed to a third-party unless disclosure is required by law (excluding aggregated numerical data on student performance of students covered under this JOA) and may be used only to perform the services described in this JOA. The unauthorized or unlawful disclosure of student records is just cause for the District to immediately terminate the JOA.

9.3 CHILD NUTRITION AND USDA ELIGIBILITY

Meal service and the ability to participate in USDA meal subsidies will be provided to WMS consistent with the District's meal service program. TAF and the District may collaborate on funding and other resources to improve the meal selection and education concerning proper nutrition.

9.4 EXTENDED ACCESS

The Parties recognize that the WMS is committed to a STEM focus in its Curriculum that requires enhanced technology access for its students. Therefore, so long as the WMS continues to comply with all applicable provisions of CIPA and FERPA and meets its obligations set forth in Sections 9.1 and 9.2 above, the District shall provide WMS with open and unrestricted access to the internet, including access to email.

10 MAINTENANCE AND CAPITAL IMPROVEMENTS

10.1 DISTRICT MAINTENANCE OF EFFORT

During the Term, the District shall continue to be responsible for and shall provide routine maintenance, major maintenance and capital funding for WMS, including the maintenance and funding of the Facility, in accordance with District policies and practices, on the same basis and to the same extent as such responsibilities are met in other similar District facilities.

Teachers using the STEMbyTAF model have found success using tables and individual chairs to support the learning environment because they are easy to rearrange according to the lesson plan of the day. The District will provide tables and chairs for each Facility classroom (except science which has special furniture requirements).

10.2 TAF FUNDED PROJECTS

Without relieving the District of its obligations under Section 10.1, at its discretion TAF may fund and undertake capital projects ("TAF Capital Improvements") within the Facility and its grounds, including but not limited to basic maintenance enhancements and upgrades, supplemental major maintenance and capital improvements. Such projects will conform to District, state, and county or city policies, standards and codes applicable to public middle schools such as WMS, and shall be subject to District review for such compliance.

TAF may offer naming opportunities to donors who fund capital projects. Such signage and recognition shall comply with District policies and procedures concerning building signage and branding.

10.3 OWNERSHIP OF CAPITAL IMPROVEMENTS

All TAF Capital Improvements shall be the property of the District upon implementation and under the responsibility of the District pursuant to Section 10.1.

11 BUDGET AND FUNDING

The District and TAF have clearly defined budgetary and funding responsibilities which are outlined in this section.

11.1 BUDGET

The budget for operating and staffing WMS is determined annually by the District with input from TAF. TAF maintains its own budget to support the STEMbyTAF academic model, college and career readiness, student support and enrichment, technology and professional development.

11.2 FUNDING

The Parties agree that private funding (including from TAF) provided to the WMS will supplement, not supplant public funding for the school.

11.2.1 DISTRICT OBLIGATION

The District shall, at a minimum, continue to provide funding to the WMS on the same basis and level that it funds any other middle school. The District will fund each child enrolled in the WMS at the same level of State basic education funding that it funds enrollees in any other District middle school. The District also shall provide special education and any and all other funding to the WMS routinely available to support middle school students at other District schools on the same basis that such funding is allocated to other schools.

The District will fund the STEMbyTAF professional development of teachers, Administrators and staff, including an hourly stipend when necessary. Specifically, the District will fund:

- The STEMbyTAF Teacher Institute tuition (negotiated annually)
- TAF Teacher Equity training
- Teacher pay during attendance at STEMbyTAF Teacher Institute
- Substitute pay while teachers are in offsite cohort professional development during the school year

The District, at its discretion, may make additional investments to WMS that it may not provide to other District schools.

11.2.2 TAF OBLIGATION OBJ

TAF shall provide the supplemental funds necessary to implement the enrichment programs mentioned in this Agreement, specifically including but not limited to incremental funding (in addition to funding provided by the District) necessary for the extended hours and longer academic year; and programmatic enrichment and classroom technology and support. TAF shall retain all rights and sole discretion to direct any such TAF supplemental funds in any manner it chooses, so long as such spending and sponsorship signage does not violate state law and District policies. This shall be in alignment with the school's CSIP and Annual Plan. [TAF will provide the following staff on the WMS campus at its cost \(which is estimated to be approximately \\$600,000/year\):](#)

11.1 **BUDGET**

- Director – Responsible for managing the TAF staff on campus, being a partner with the principal in the rollout of the academic program, and supporting the principal in selecting staff.
- College and Career Readiness Program Manager (Part-time until enrollment drives full-time) – Provides college and career readiness services for all students.
- STEMbyTAF Coach – Provides teachers instructional support in the STEMbyTAF Model and helps them reach the practitioner level in project-based teaching.
- Student Support Specialists – Works side by side with classroom math teachers to provide additional support to students. There is one Student Support Specialist per math teacher.
- Program Coordinator, Student Support and Enrichment – Manages all out of school time extended learning opportunities. This position will be provided in year two.

11.2.3 BUDGET PROCESS

The annual budget for WMS shall be developed jointly by TAF and the District in a manner consistent with, and on a schedule concurrent with, the District's middle school budget development, review and approval process.

11.2.4 GRANTS AND OTHER EXTERNAL FUNDRAISING

One of TAF's primary roles is to pursue external funding opportunities to support the implementation of the STEMbyTAF academic model, including out of school time programs. In the event TAF sources a grant that designates funding to go directly to the school or District, or requires District approval, TAF will collaborate with District staff to craft the grant application and track outcomes upon approval.

11.2.5 UNBUDGETED REQUESTS FOR FUNDING SUPPORT

From time to time, the WMS staff may request funding from the District for items or events not already budgeted. The TAF team and WMS principal will develop policies and procedures for requesting such funds. It is understood that there is no guarantee that such requests will necessarily be approved.

11.2.6 PROCESS FOR DETERMINING INCOME ALLOCATION FOR PURCHASES

Because WMS will be receiving funds from two entities (TAF and the District), the WMS Management Team will develop policies and procedures for allocation for purchases to enable streamlined purchasing and accounting of goods.

11.3 LIABILITY INSURANCE

Execution of this Agreement and implementation of the STEMbyTAF academic model at WMS is not intended by the Parties to relieve the District of liability for the normal and ordinary operations of the Existing Program. TAF shall be responsible for the conduct of its own TAF employees, agents, staff, consultants, contractors and volunteers, and shall maintain insurances in amounts reasonably acceptable to the District. The standard requirement is for a certificate of insurance, naming Seattle Public Schools as an additional insured for commercial general liability in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, umbrella liability of \$2,000,000 per occurrence and in the aggregate and, if STEMbyTAF employees or volunteers will be transporting students, automobile liability with a combined single limit of \$1,000,000. Professional liability with limits of \$1,000,000 per wrongful act and \$2,000,000 aggregate and coverage for sexual abuse and molestation with limits of \$2,000,000 shall also be required. Over the duration of this JOA, any increases in liability insurance requirements will be mutually agreed upon by the Parties. The minimum limits of insurance specified in this Section 11.3 shall not be construed as a limitation on STEMbyTAF's duty to indemnify Seattle Public Schools as defined in Section 17.2.

12 EXPANSION TO HIGH SCHOOL

While the STEMbyTAF academic model has been shown to be successful for middle school students, many of its key benefits come at the high school level where students get greater exposure to industry professionals, opportunities to explore college and career choices and participate in competitions (including in competitive speech, technology, environmental, science, and arts).

Beginning in January 2021, TAF and the District will explore opportunities in good faith to expand WMS to 9th-12th grade, giving students a choice to continue in the STEMbyTAF model or matriculate to Garfield High School.

13 REPRESENTATIONS AND WARRANTIES

13.1 DISTRICT REPRESENTATIONS AND WARRANTIES

The District represents and warrants to TAF as follows, as of the Effective Date and at all times from and after the date hereof until the expiration or termination of this Agreement:

13.1.1 VALID EXISTENCE

The District is a Washington municipal corporation and public school district validly existing under the laws of the State of Washington.

13.1.2 POWER; NO LIMITATION ON ABILITY TO PERFORM

Under the laws of the State of Washington, the District has the power and authority to execute and deliver this Agreement and to carry out and perform all of the terms and provisions of this Agreement, and all transactions contemplated hereby, to the extent required to be carried out or performed by the District. The District is not bound by any contract, agreement, indenture, trust agreement, note, obligation or other instrument which could prohibit, limit, or otherwise affect the same. No consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other person is required for the due execution, delivery and performance by the District of this Agreement or any other agreement, document or instrument executed and delivered by the District simultaneously herewith.

13.1.3 VALID EXECUTION

The execution and delivery of this Agreement by the District has been duly and validly authorized by all necessary action. This Agreement is a legal, valid, and binding obligation of the District, enforceable against the District in accordance with its terms, subject to: (i) bankruptcy, insolvency, reorganization or other similar laws relating to or affecting creditors' rights generally; and (ii) general principles of equity.

The District will provide to TAF the written resolution of the District authorizing the execution and delivery of this Agreement.

13.1.4 DEFAULTS

The execution, delivery and performance of this Agreement: (a) does not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under (i) any agreement, document or instrument to which the District is a party or by which the District's assets may be bound or affected; or (ii) any law, statute, ordinance or regulation applicable to the District; and (b) does not and will not result in the creation or imposition of any lien or other encumbrance upon the assets of the District.

13.2 TAF REPRESENTATIONS AND WARRANTIES

TAF represents and warrants to the District as follows, as of the Effective Date and at all times from and after the date hereof until the expiration or termination of this Agreement:

13.2.1 VALID EXISTENCE

TAF is a Washington not-for-profit corporation duly organized and validly existing under the laws of the State of Washington.

13.2.2 POWER: NO LIMITATION ON ABILITY TO PERFORM

Under the laws of the State of Washington, TAF has the power and authority to execute and deliver this Agreement and to carry out and perform all of the terms and provisions of this Agreement, and all transactions contemplated hereby, to the extent required to be carried out or performed by TAF. TAF is not bound by any contract, agreement, indenture, trust agreement, note, obligation or other instrument which could prohibit, limit, or otherwise affect the same. No consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other person is required for the due execution, delivery and performance by TAF of this Agreement or any other agreement, document or instrument executed and delivered by TAF simultaneously herewith.

13.2.3 VALID EXECUTION

The execution and delivery of this Agreement by TAF has been duly and validly authorized by all necessary action. This Agreement is a legal, valid, and binding obligation of TAF, enforceable against TAF in accordance with its terms, subject to: (i) bankruptcy, insolvency, reorganization or other similar laws relating to or affecting creditors' rights generally; and (ii) general principles of equity. TAF will provide to the District the written resolution of the TAF Board of Directors authorizing the execution and delivery of this Agreement.

13.2.4 DEFAULTS

The execution, delivery and performance of this Agreement: (a) does not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under (i) any agreement, document or instrument to which the TAF is a party or by which TAF's assets may be bound or affected; or (ii) any law, statute, ordinance or regulation applicable to TAF; and (b) does not and will not result in the creation or imposition of any lien or other encumbrance upon the assets of TAF.

14 DISPUTE RESOLUTION

Each Party hereby agrees to use best efforts to amicably resolve any and all disputes with the other Party as efficiently and expeditiously as possible. In the event of the occurrence of such a dispute, either Party may, by written notice to the other Party, have such dispute referred to their respective officers designated below, or their successors, for attempted resolution by good faith negotiations within thirty (30) days after such notice is received. Such designated officers are as follows:

- For the District – Superintendent
- For TAF – Executive Director

In the event the designated officers are not able to resolve such dispute within such thirty (30) day period, or such other period of time as the Parties may mutually agree in writing, then the Parties agree to use good faith to first settle this dispute by mediation, as follows:

Either party may initiate mediation by notice to the other Party. Not later than five (5) business days after the receipt of such notice, each Party shall select for itself a representative who shall have the authority to bind such Party and advise the other Party of such representative. By not later than ten (10) business days after the date of such notice, the party against whom the dispute shall be raised shall select a mediator or mediation firm in the Seattle, Washington area and such representatives shall schedule a date with such mediator or mediation firm for a mediation. The Parties agree to mediate in good faith, and agree to share the costs of mediation equally.

If the Parties are unable to resolve their dispute by mediation, either party may initiate court action, subject to Section 17.6

15 TERM

Subject to specific terms of this Agreement providing for earlier termination, the term ("Initial Term") of this Agreement shall commence upon the Effective Date and shall continue through for ten (10) full academic years, expiring upon the conclusion of the WMS academic calendar for the 2029-2030 academic year. The Initial Term is renewable by mutual consent of the Parties at least sixty (60) days prior to the end of the Initial Term for an additional term of five (5) academic years, expiring as of the conclusion of

the WMS academic calendar for the 2034-2035 academic year ("Subsequent Term"). "Term" shall mean the Initial Term and the Subsequent Term, if any.

16 DEFAULT AND TERMINATION

Neither Party shall be in default unless it fails to perform any obligation required of it under this Agreement within a reasonable time, which time shall not extend more than thirty (30) days after written notice by the non-defaulting Party to the Party in default specifying the particular obligation that such Party has failed to perform; provided that, if the nature of such Party's obligation reasonably requires more than thirty (30) days for performance, then such Party shall not be in default if it commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

16.1 TERMINATION BY THE DISTRICT

When authorized by a resolution of the Board of Directors of the District passed after a public meeting held with prior notice to the TAF Board of Directors, the District, as provided in such resolution, may terminate this Agreement upon the determination by the District Board of Directors, in its sole reasonable discretion, that (a) TAF has consistently failed to perform its obligations under this Agreement; or (b) continuing the STEMbyTAF model at WMS is no longer consistent with the goals and objectives of the District.

16.2 TERMINATION BY TAF

When authorized by a resolution of the Board of Directors of TAF passed after a meeting held with prior notice to the Superintendent, TAF, as provided in such resolution, may terminate this Agreement upon determination of the TAF Board of Directors, in its sole reasonable discretion, that (a) the District has consistently failed to perform its obligations under this Agreement; or (b) continuing the STEMbyTAF model at WMS is no longer feasible or desirable.

16.3 TERMINATION EFFECTIVE DATE

Upon passage of a resolution of termination as provided herein, use of the STEMbyTAF model at WMS shall cease as of the conclusion of the academic year during which such resolution is adopted by either Party. Prior to the effective date of any termination under this Agreement, the Parties will promptly and jointly develop and implement a termination plan providing for, without limitation, assignment and reassignment of WMS students or prospective students; return of the Facility to the exclusive control of the District; assignment or reassignment of District staff; and property inventory including identification for the retention by the District of property purchased with District funds and identification and removal of property owned by TAF and/or TAF employees or volunteers.

17 MISCELLANEOUS

17.1 MUTUAL DEFENSE OBLIGATIONS

With respect to any third-party claim against or potentially against both TAF and the District that results from or arises out of the operation of WMS, TAF and the District agree to coordinate their defense of such claims pursuant to this provision. The Parties agree to work together in good faith, and cause their respective counsel to work together in good faith, to coordinate and implement a strategy with respect to the legal defense of any such action, including, without limitation, answers, counterclaims, motions, discovery, mediation or arbitration, settlement, preparation for trial, dispute resolution and any other hearings, and appeal. The obligations hereunder in no way shall impair or restrict either Party's rights with respect to the defense of such an action nor shall such obligations prohibit the taking of any action that is in a Party's best interest, including, without limitation, seeking the dismissal or summary judgment of claims, negotiating or entering into a settlement or pursuing any form of alternative dispute resolution. Each Party in all cases shall bear its own costs and related expenses with respect to any third-party claim hereunder, including, without limitation, attorneys' fees, settlements and judgments.

17.2 INDEMNIFICATION

17.2.1 BY TAF

TAF agrees to indemnify, defend and hold harmless the District, its affiliates, directors, officers, employees, contractors, and agents (collectively, the "District Indemnitees") from and against any and all claims, suits, actions, proceedings, economic loss, liability, damage, cost, or expense of any kind (including reasonable attorneys' fees and expenses associated therewith or with successfully establishing the right to indemnification hereunder) (collectively, "Damages") to the extent that they arise out of: (a) any breach by TAF of any of its obligations under this Agreement; or (b) any negligent or more culpable act or omission of TAF. Notwithstanding the foregoing, TAF shall not have any obligations under this Section 17.2.1 with respect to Damages to the extent that it arises out of: (i) the negligent or more culpable act or omission of any District Indemnitee; or (ii) any breach of this Agreement by District.

17.2.2 BY THE DISTRICT

The District agrees to indemnify, defend and hold harmless TAF, its affiliates, donors, investors, directors, officers, employees, contractors, and agents (collectively, the "TAF Indemnitees") from and against any and all Damages to the extent that they arise out of: (a) any breach by District of any of its obligations under this Agreement; or (b) any negligent or more culpable act or omission of District. Notwithstanding the foregoing, District shall not have any obligations under this Section 17.2.2 with respect to Damages to the extent that it arises out of: (i) the negligent or more culpable act or omission of any TAF Indemnitee; or (ii) any breach of this Agreement by TAF.

17.2.3 PROCEDURE

A person who intends to claim indemnification under Section 17.2.1 or 17.2.2 of this Agreement (the “Indemnitee”) shall promptly notify the party from whom it seeks indemnification (the “Indemnitor”) in writing of any claim, lawsuit, or other action in respect of which the Indemnitee intends to claim such indemnification. The Indemnitee shall permit the Indemnitor, at its discretion, to settle any such claim, lawsuit or other action and agrees to the complete control of such defense or settlement by the Indemnitor; provided, however, that such settlement does not adversely affect the Indemnitee's rights hereunder or impose any obligations on the Indemnitee in addition to those set forth herein in order for it to exercise such rights. No such claim, lawsuit or other action shall be settled without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and the Indemnitor shall not be responsible for any legal fees or other costs incurred other than as provided herein. The Indemnitee shall cooperate fully with the Indemnitor and its legal representatives in the investigation and defense of any claim, lawsuit or other action covered by this indemnification. The Indemnitee shall have the right, but not the obligation, to be represented by counsel of its own selection and at its own expense in or with respect to any such claim, lawsuit or other action.

17.3 ASSIGNMENT OF AGREEMENT

Neither Party shall assign or transfer this Agreement, without the prior written approval of the other Party. Any such assignment shall be specifically subject to all the terms and provisions of this Agreement. In the event of any proposed assignment of the Agreement, the assigning Party shall cause to be delivered to the other Party simultaneously with such proposed assignment, an instrument in writing, executed by the assignee, in which the assignee shall assume and agree to perform all of the terms and provisions of this Agreement.

17.4 ACTIONS CONTESTING THE AGREEMENT

Each Party shall appear and defend any action or legal proceeding brought to determine or contest the validity of this Agreement. If both Parties to this Agreement are not named as Parties to the action, the Party named shall give the other Party prompt notice of the action and provide the other an opportunity to intervene. Each Party shall bear any costs and expenses assessed by the court against it; any costs and expenses assessed by a court against both Parties jointly shall be shared equally.

17.4.1 Notice Addresses

A notice, request, approval or communication under this Agreement by either Party to the other shall be in writing and shall be sufficiently given or delivered if sent postage prepaid by United States first class mail or facsimile or email (where receipt has been acknowledged in writing), as follows:

TAF. In the case of a notice or communication to TAF, if the same is mailed to:

Trish Millines Dziko
Executive Director, Technology Access Foundation
605 SW 108th Street
Seattle, WA 98146

(206) 725-9097 (fax)
trishmi@techaccess.org (email)

With a copy to:
Joanna Black
Adkins Black LLP
1100 Bellevue Way NE, Suite 8A-914
Bellevue, WA 98004

(425) 765-7107 (Tel)

jblack@adkinsblack.law (email)

The District. In the case of notices to, requests of, or approvals sought from the District, if the same is mailed to:

Denise Juneau
Superintendent
Seattle Public Schools
2445 3rd Ave. S
Seattle, WA 98134

superindent@seattleschools.org

With a copy to:
Office of Legal Counsel
Seattle Public Schools
PO Box 34165, MS 32-151
Seattle, WA 98124-1165

Either Party may, from time to time, designate by written notice dispatched as provided in this section, one (1) or more alternative addresses for communication to such Party. Either Party may require, at any time, that up to three (3) additional copies of any notice be sent to such person(s), as shall, from time to time, be designated in any notice from such Party as to such requirement.

17.5 NO THIRD-PARTY RIGHTS

Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of any nonperformance hereunder.

17.6 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Subject to Section 14, venue of any suit or arbitration arising under this Agreement shall be in King County, Washington, and if a suit, in King County Superior Court.

17.7 ARTICLE CAPTIONS

The article captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

17.8 PERIODIC REVIEW OF AGREEMENT

The Parties agree to review this Agreement every three to four years for applicability and amend the Agreement in good faith as appropriate.

17.9 AMENDMENT

This Agreement may not be modified or amended except by written instrument executed and approved by the TAF Board of Directors and the District Board of Directors.

17.10 COUNTERPARTS

This Agreement may be executed in two (2) counterparts, and each such counterpart shall be deemed to be an original instrument.

17.11 SEVERABILITY

Each provision of this Agreement is severable from all other provisions. In the event any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable for any reason, all remaining provisions will remain in full force and effect.

17.12 FORCE MAJEURE

A Party shall not be responsible nor deemed to be in default on account of delay in the performance of any act to be performed under this Agreement due to the occurrence of, but not limited to, fires, floods, explosions, strikes, serious accidents, or any cause to the extent it is beyond a Party's control and not occasioned by a Party's fault. In the event that such a cause results in delay of a Party's performance of any act to be performed under this Agreement, that Party will promptly inform the other Party and thereafter will use reasonable efforts to remedy such delay.

17.13 ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the Parties. The Parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party on the basis of such Party’s preparation of the same.

IN WITNESS WHEREOF, the District and TAF have executed this Agreement by having their authorized representatives affix their signatures in the spaces below.

<p>SEATTLE SCHOOL DISTRICT NO. 1</p> <p>_____</p> <p>Denise Juneau, Superintendent</p> <p>Date _____</p>	<p>TECHNOLOGY ACCESS FOUNDATION</p> <p>_____</p> <p>Trish Millines Dziko, Executive Director</p> <p>Date _____</p>
<p>READ AND ACKNOWLEDGED (NOT AS A PARTY TO THIS AGREEMENT):</p> <p>SEATTLE SCHOOL BOARD</p> <p>_____</p> <p>XXXXXXXXXX, President</p> <p>Date _____</p>	

EXHIBIT A

STEMbyTAF IN SEATTLE PUBLIC SCHOOLS
A PROPOSAL

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EXECUTIVE SUMMARY

TAF created STEMbyTAF: *a sustained approach to instructional change and improved student learning* hinged on building strong relationships between teachers and students, and designing student-focused, relevant learning experiences. The STEMbyTAF Model is currently implemented in Boze and Roosevelt Elementary schools in the Tacoma Public School District, and at Olympic View and Brigadoon Elementary schools in the Federal Way Public School District.

There is now an opportunity to bring the STEMbyTAF Model to Seattle Public Schools at Washington Middle School (WMS) to integrate the STEMbyTAF Model one grade at a time starting with 6th grade and achieving full integration three, and have WMS be co-managed by TAF and SPS.

TAF will make an investment in robotics, engineering and design labs to be built at Seattle Vocational Institute (SVI) building through a partnership with The Urban League of Metropolitan Seattle and Seattle Central College. These labs will be used by the WMS students during and after school hours. In addition, TAF and SPS will collaborate to develop a continuing 9th-12th grade school at the SVI building, giving Washington Middle School students a potential additional option for high school.

This document outlines the STEMbyTAF Model and the high-level work and resources necessary to bring STEMbyTAF to Washington Middle School. For more detailed information on the STEMbyTAF Model, please read the STEMbyTAF Model Overview.



MISSION

In alignment with the District's Strategic Plan, Seattle Excellence, and Policy 0030, we will create an environment that emphasizes academic achievement, student voice and teacher development. WMS, in partnership with TAF, strives to produce the next generation of well-rounded learners who become leaders who are ready for college, career and community.

VISION

Imagine a public school that redefines STEM literacy, equitable education, and what it means to be a well-educated 21st-century student. Imagine a school known for encouraging innovation, for pushing the limits of what is expected, delivering curriculum in a way that is relevant to real-world needs and goals of students, and creating an environment that promotes academic success through a social justice lens. Imagine a school where learning is designed for, and often by, the students, where teachers collaborate as part of their daily practice and learn alongside their students, where parents are welcome in the classrooms at any time, and where professionals in other fields participate in teaching and learning. When you walk in this school, you sense there is a bond of caring between all the groups—teachers, students, leadership, and support staff—where people look out for each other and students support each other to do their very best.

STEMbyTAF schools are schools where generations of families in the community aspire to learn and educators from around the state desire to teach. Known as a hub of innovation that trains compassionate leaders who give back, each STEMbyTAF school is a valuable asset that seeks to leverage the skills and talents of the students for the betterment of their local and global community.

The principal is the steward of this great school vision, ensuring a laser focus on the mission of the school. The principal creates maximum opportunities for teachers to develop their craft and to collaborate with adults from other professions to develop authentic learning experiences. The principal fosters an environment where adults and students are encouraged to share their passions and celebrate their personal learning journeys.

Teachers are seen and treated as highly respected professionals, with a great deal of autonomy over their classroom. Teachers serve as the facilitators of learning and continuously strive to cultivate the type of environment that enables everyone in the school to grow as individuals who contribute to the good of the whole. STEMbyTAF teachers provide multiple rich learning experiences for their students. They use inquiry as a lens for equity and explore diverse forms of knowledge and experience. They make sure students see themselves, their cultures, and their interests in the work they do. Teachers are encouraged and supported as they model the kind of learning they want their students to emulate. Teachers fully support each student by providing an individualized roadmap to their personal goals and ambitions. We understand that regardless of background, students envision themselves being successful in life.

Students learn to succeed; not for standards or teacher expectations; not to compete in the workforce and fuel the economy; not for personal gain and prestige; but so they can position themselves to create the world that they themselves envision; personally, communally, nationally and globally. STEMbyTAF schools challenge students with issues of the 21st century. Each student grapples with their personal, communal, and cultural role in the global systems of environment and life. Science, technology, engineering and mathematics (STEM) permeates the curriculum to ensure that our students are wielding the most efficient and effective tools to analyze, communicate, synthesize, and evaluate their work and the world around them. STEMbyTAF students explore new worlds of science, art, language, and society. They learn, create, teach, and inspire. They are comfortable grappling with complex issues, engaging in intellectual risk-taking, persisting through challenges. STEMbyTAF schools bring to life true performance-based assessment where students are graded, not on the answers they provide, but on the work of their hands and minds and their efforts to make positive change and impact the world.

These great schools create a culture that invites and connects with students' families. They provide a hospitable environment that respects the needs of its participants by honoring their culture and their time. To attend each STEMbyTAF school is to join a family.

STEMbyTAF schools aim to produce that next generation of well-rounded learners who draw on experiences throughout their STEMbyTAF school career to drive their future and become leaders: leaders for our community, leaders for our country, and leaders for the world.

GOALS

SPS, the WMS administration, the WMS BLT, and TAF agree to strive for the following goals (aligned to the SPS Strategic plan) that will enable students to learn at their highest potential and leave WMS academically and socioemotionally ready for high school:

Priority	Objectives
High Quality Instruction and Learning Experiences <ul style="list-style-type: none">• Every student is aware, eligible and prepared for high school	<ul style="list-style-type: none">▪ Students understand the academic standards they must meet▪ Students meet or exceed their planned growth targets▪ Every student has a college and beyond plan▪ Every student has a career connected experience
High Quality Instruction and Learning Experiences <ul style="list-style-type: none">• Teachers become project-based learning (PBL) practitioners by year three of implementing the STEMbyTAF Model	<ul style="list-style-type: none">▪ Teachers attend all scheduled professional development▪ Teachers self-assess their progress on the PBL practitioner rubric▪ Teachers use some PBL tactics for direct instruction
Culturally Responsive Work Force <ul style="list-style-type: none">• Create a multicultural school environment where every student and adult learners and thrives	<ul style="list-style-type: none">▪ Population of African American students is representative of the feeder elementary schools▪ Teacher demographics matches the students'▪ Build a culture of student leadership and mentorship, independence and determination in their decision making, emotional and social intelligence and an understanding of the world around them

THE STEMbyTAF ACADEMIC MODEL

The STEMbyTAF Model cultivates academic environments that eliminate race-based disparity in academic achievement and promote the highest level of student learning and teacher development. The STEMbyTAF Model creates equitable learning environments where students and staff feel safe and supported to be their best creative selves. The model provides the core elements which serve an instructional framework for teachers to transform their learning environments. Through this process teachers can provide a platform where students' imagination and self-directed learning are ignited.

The STEMbyTAF Model is not a curriculum, but a way of teaching and learning that encompasses and elevates a variety of content mastery strategies that are aligned to state standards and district curricula. The STEMbyTAF Model is not based on the traditional model of STEM education. Instead, the STEMbyTAF Model is based on TAF's definition of STEM Literacy – the ability to understand and apply concepts and content from science, technology, engineering, mathematics, humanities and arts to identify and solve challenges or problems that cannot be resolved by any one disciplinary approach. STEM literacy enables students to apply 21st century skills such as collaboration, knowledge construction, self-regulation, problem solving, innovation, information technology and communication to improve the social, economic, and environmental conditions of their local and global community.

This enables the STEMbyTAF Model to be implemented in a way that supports all student interests.

The core elements of the STEMbyTAF Model were born out the award-winning work initiated at TAF Academy. Over time the core elements of TAF Academy were codified into the STEMbyTAF Model. **Racial equity** is crucial to our work of

eliminating race-based disparities in student achievement. TAF believes that teachers must value, and be committed to, working effectively with students from various backgrounds and learning needs. **Interdisciplinary project-based learning (PBL)** allows students to experience a process of inquiry in response to a “real-world” question, problem, or challenge. In this model, academic content from all areas—science, mathematics, social sciences, and the fine, performing and language arts—are integrated into projects and instruction which results in increased authentic connections and applications for student knowledge. It also allows for the **integration of STEM** skills, content, and approaches with historically siloed disciplines, which further enhances STEM literacy.

To help facilitate this academic integration, the STEMbyTAF Model relies on the use of **educational technology**. Technology is an essential tool for both teachers and students to learn, create content, find information, and express ideas, especially in the 21st century. Finally, the STEMbyTAF Model encourages and fosters creativity in learning, while simultaneously drawing connections to **college and career readiness**. TAF’s college readiness approach is rooted in David Conley’s research positing that for students to be college ready, they must be college aware, college eligible, and college prepared.

To bring it all together we involve industry professionals, community members, and local businesses in the implementation of the model, giving both students and teachers an opportunity to expand their learning community.

The power of this model is that it is fully transferable. The model assumes that each school that uses it will interpret and customize the model to meet the varied needs of their students, families, and community. The STEMbyTAF Model is a framework within which transformation happens as directed by the needs and strengths of individual sites and communities.

ASSUMPTIONS AND CONDITIONS

TAF and SPS would co-manage the school, meaning SPS (at either the district or school level) and TAF make joint decisions in the operation of WMS. This includes, but is not exclusive to principal selection, teacher selection, items that support the STEMbyTAF Model (curricular content, teacher training, etc.), electives, business partnerships, and community engagement.

ASSUMPTIONS

- The school will start with 6th grade, then build up each year one grade at a time
- District funds the school equivalent to what they would fund other middle schools
- Small school infrastructure – Maximum 80 students per core (Humanities, Math and Science) teacher, 25 students/class
- Students have 1:1 laptop access
- Teachers are WA State certificated members of the Seattle Education Association

CONDITIONS

- School board approval through the approval of the Joint Operating Agreement (JOA)
- TAF co-manages under a JOA, a legally binding document
- 10-year agreement between TAF and Seattle Public Schools (SPS)
- District assures full freedom to implement the STEMbyTAF Model as agreed upon in the JOA
- TAF’s team and the principal’s team collaboratively select staff as positions become open
- Students are not tracked (i.e. no separate advanced classes, inclusion model for SPED students, etc.)

KEYS TO SUCCESS

- Full commitment from central office
- Strong school leader
- Full transparency through all phases of the work
- Strong co-management structure
- Engagement of parents with students in the STEMbyTAF Model
- Engagement and investments from the business and nonprofit services community

ABOUT WASHINGTON MIDDLE SCHOOL

In the 2017-2018 school year WMS had the following grade-level population and demographic profile:

Grade	Total Students
6th Grade	218
7th Grade	224
8th Grade	269

Student Group	%	Total Students
American Indian/ Alaskan Native	0.84%	6
Asian	18.99%	135
Black/ African American	25.18%	179
Hispanic/ Latino of any race(s)	6.19%	44
Native Hawaiian/ Other Pacific Islander	0.42%	3
Two or More Races	9.85%	70
White	38.54%	274
Female	48.95%	348
Male	51.05%	363

Teacher Population	
Basic Ed	26.04
CTE	1
Other	4.51
SPED	5
TPIB	1.6
TOTAL	38.15

Teacher Demographics	
Female	48.8%
Male	51.2%
Black/African American	4.9%
Hispanic/Latino	2.4%
White	85.4%
Two or More Races	4.9%

FEEDER ELEMENTARY SCHOOLS

Students from Bailey Gatzert, Thurgood Marshall and John Muir elementary schools attend WMS.

BAILEY GATZERT

In the 2017-2018 school year Bailey Gatzert had the following grade-level population and demographic profile:

Grade	Total Students
Kindergarten	39
1 st Grade	60
2 nd Grade	41
3 rd Grade	52
4 th Grade	44
5 th Grade	48

Student Group	%	Total Students
Asian	11.2%	35
Black/ African American	54.5%	170
Hispanic/ Latino of any race(s)	15.4%	48
Two or More Races	12.5%	39
White	6.4%	20
Female	39.4%	123
Male	60.6%	189

Teacher Population	
Basic Ed	54.8%
Other	22.6%
SPED	16.1%
TBIP	9.7%

Teacher Demographics	
Female	74.2%
Male	25.8%
Black/African American	12.9%
Hispanic/Latino	3.2%
White	74.2%
Two or More Races	3.2%
Asian	3.2%
Native Hawaiian/Other Pacific Islander	3.2%

THURGOOD MARSHALL

In the 2017-2018 school year Thurgood Marshall had the following grade-level population and demographic profile:

Grade	Total Students
Kindergarten	53
1 st Grade	64
2 nd Grade	81
3 rd Grade	121
4 th Grade	110
5 th Grade	134

Student Group	%	Total Students
Asian	17.2%	98
Black/ African American	22.1%	126
Hispanic/ Latino of any race(s)	6.0%	34
Two or More Races	14.5%	83
White	39.6%	226
Native Hawaiian/Other Pacific Islander	0.4%	2
Female	43.3%	247
Male	56.7%	324

Teacher Population	
Basic Ed	82.9%
Other	11.4%
SPED	11.4%

Teacher Demographics	
Female	85.7%
Male	14.3%
Black/African American	2.9%
Hispanic/Latino	2.9%
White	85.7%
Two or More Races	2.9%
Asian	2.9%
Not Provided	2.9%

JOHN MUIR

In the 2017-2018 school year John Muir had the following grade-level population and demographic profile:

Grade	Total Students
Kindergarten	63
1 st Grade	67
2 nd Grade	45
3 rd Grade	66
4 th Grade	63
5 th Grade	54

Student Group	%	Total Students
Asian	9.2%	33
Black/ African American	50.6%	181
Hispanic/ Latino of any race(s)	8.9%	32
Native Hawaiian/Other Pacific Islander	1.7%	6
Two or More Races	10.6%	38
White	18.4%	66
American Indian/Alaskan Native	0.6%	2
Female	51.4%	184
Male	48.6%	174

Teacher Population	
Basic Ed	71.0%
Other	12.9%
SPED	6.5%
TBIP	9.7%

Teacher Demographics	
Female	83.9%
Male	16.1%
Black/African American	19.4%
White	61.3%
Asian	16.1%
Native Hawaiian/Other Pacific Islander	3.2%

PROPOSED COURSEWORK

In the STEMbyTAF implementation, students are not tracked based on ability. All students take the same courses and it is the responsibility of the adults in the building to assure students have the resources they need to achieve their curricular goals. Sample courses may include:

Course	Grades	
Math	All grades	The minimum threshold is for all 8 th graders to take algebra, and there will need to be an effort to ensure incoming students are on track to meet it. All students will be supported in achieving at their highest potential. High school credit available.
Humanities	All grades	
Science	All grades	
World Language	6-8 th	6 th & 7 th grade samples options 8 th graders may take for high school credit
Health	All grades	8 th graders may get high school credit
Physical Education	All grades	
Engineering	Available to 7 th and 8 th grade only	
Computer Science	Available to 7 th and 8 th grade only	
Art and Design	Available to 7 th and 8 th grade only	
Music	Elective	
Robotics	6 th grade entry to engineering and computer science.	
Current WMS Electives	Elective	
Independent STEM studies		

CURRICULAR ALIGNMENT

TAF's Senior Program Manager for Curriculum Development and Integration has the responsibility of working with the curriculum and instruction team at the district and school level to ensure the STEMbyTAF Model aligns to requirements set forth by the District and the state.

Students at WMS will either attend Garfield High School or stay on to attend a potential 9th-12th grade school (yet to be created) and continue the STEMbyTAF Model. TAF will ensure all students are prepared for the high school choice they make.

CLASS SCHEDULE

To foster deeper understanding of the content, it is recommended that the school starts with a 4 period block schedule and makes adjustments as needed to no more than 5 periods per day.

STAFFING ALLOCATION

Middle school students will be arranged in “Houses”. Each house is comprised of approximately 80 students and has one teacher for science, math and humanities. Students take their core courses within their house and may learn with students from other houses during electives. This model enables teachers to fully engage with students and support the creation of a supportive learning community.

WMS staff will stay with the same group of students from 6th through 7th grade to support student readiness for 8th grade.

We must ensure there is a high school certified math teacher on staff to support students. Humanities teachers will work towards certification in both ELA and Social Studies. District Human Resource department will support this work.

PROFESSIONAL DEVELOPMENT

Each summer, the WMS staff and administration will attend the 4-day STEMbyTAF Teacher Institute to prepare for the upcoming school year. In addition, TAF will work with the WMS administration and lead teachers to create professional development opportunities during the school year including, but not exclusive to cofacilitation of PLCs and monthly in school professional development offerings.

Staff will participate in the District’s Racial Equity training.

Staff will receive clock hours for their STEMbyTAF PD.

WHAT TAF PROVIDES

With district partners, TAF provides people, money, things and ideas. Below is a sample of what TAF brings to the partnership.

People	Money	Things	Ideas
<ul style="list-style-type: none"> ▪ Peer leadership for the District Superintendent ▪ Peer leadership for the school Principal ▪ Instructional coach for the staff ▪ Program Management ▪ Content Specialists ▪ Tech support specialists ▪ Industry Professionals ▪ College Professionals 	<p>Secure grants and contributions for academic enrichment, college scholarships, specialized furnishings and equipment.</p>	<ul style="list-style-type: none"> ▪ Field trips ▪ Equipment ▪ College visits 	<ul style="list-style-type: none"> ▪ Ways to implement district mandates the STEMbyTAF Model ▪ New programs (onsite tutoring, summer jump start, teacher/scientist partnerships, STEM Expo, etc.) ▪ School schedule and structure ▪ Ways to get local businesses involved in the school

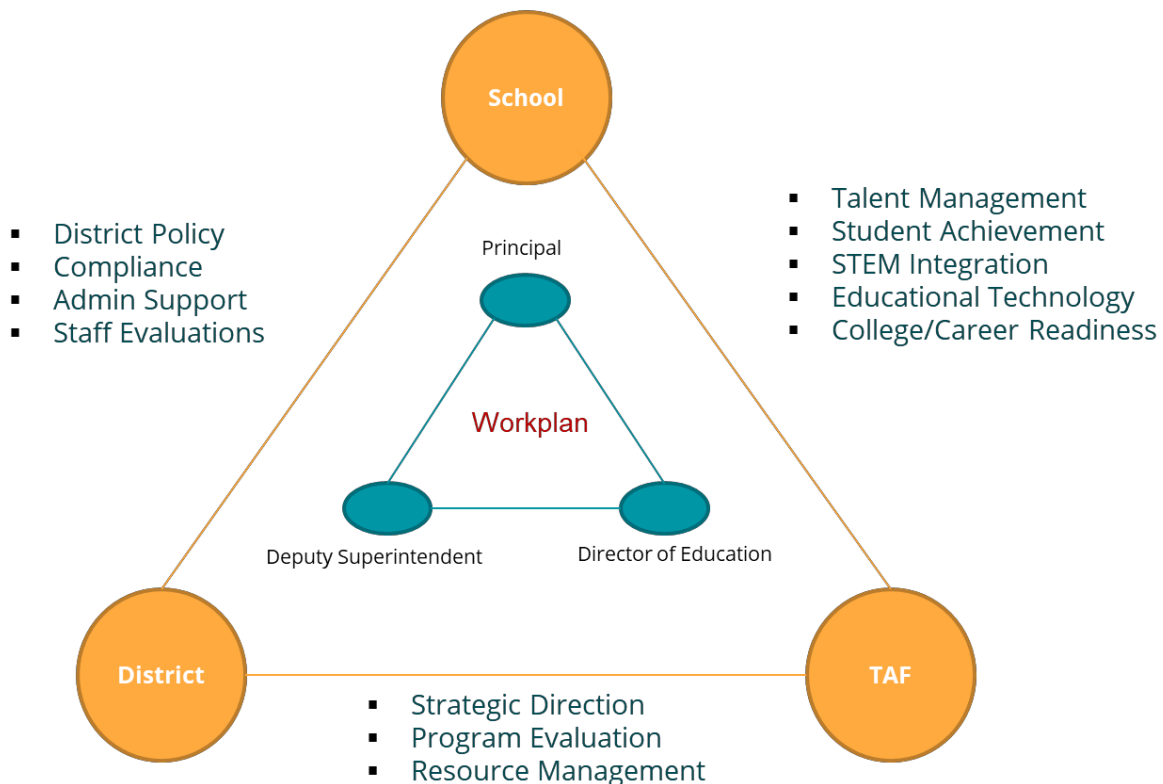
TAF STAFF ON CAMPUS

TAF would staff the school with the following personnel who will be onboarded based on student population and needs:

- **Director** – Responsible for managing the TAF staff on campus, being a partner with the principal in the rollout of the academic program and supporting the principal in selecting staff.
- **Program Managers**
 - **College Readiness** – Provides college readiness services for all students. Will provide both college and career readiness for first four years, then only college readiness.
 - **Career Readiness** – Provides career readiness services for all students. Onboarded in year five to support 11th and 12th grade, if applicable.
- **Instructional Coach** – Provides teachers instructional support in the STEMbyTAF Model and helps them reach the practitioner level in project-based teaching.
- **Program Coordinator, Student Support and Enrichment** – Manages all out of school time extended learning opportunities.
- **Tech Support Specialists** – Responsible for keeping all technology (classroom and student laptops) operating. This position will not be on campus if the district already has proper tech support allocation.
- **Student Support Specialists** – Works side by side with classroom math teachers to provide additional support to students. There is one Student Support Specialist per math teacher.

CO-MANAGEMENT OVERVIEW

The co-management of the school is outlined in a Joint Operating Agreement (JOA) signed by SPS and TAF and is governed in accordance with federal and state laws and is subject to district policy except where negotiated in the agreement. The diagram below outlines the high-level co-management relationships and actions.



ROLES AND RESPONSIBILITIES

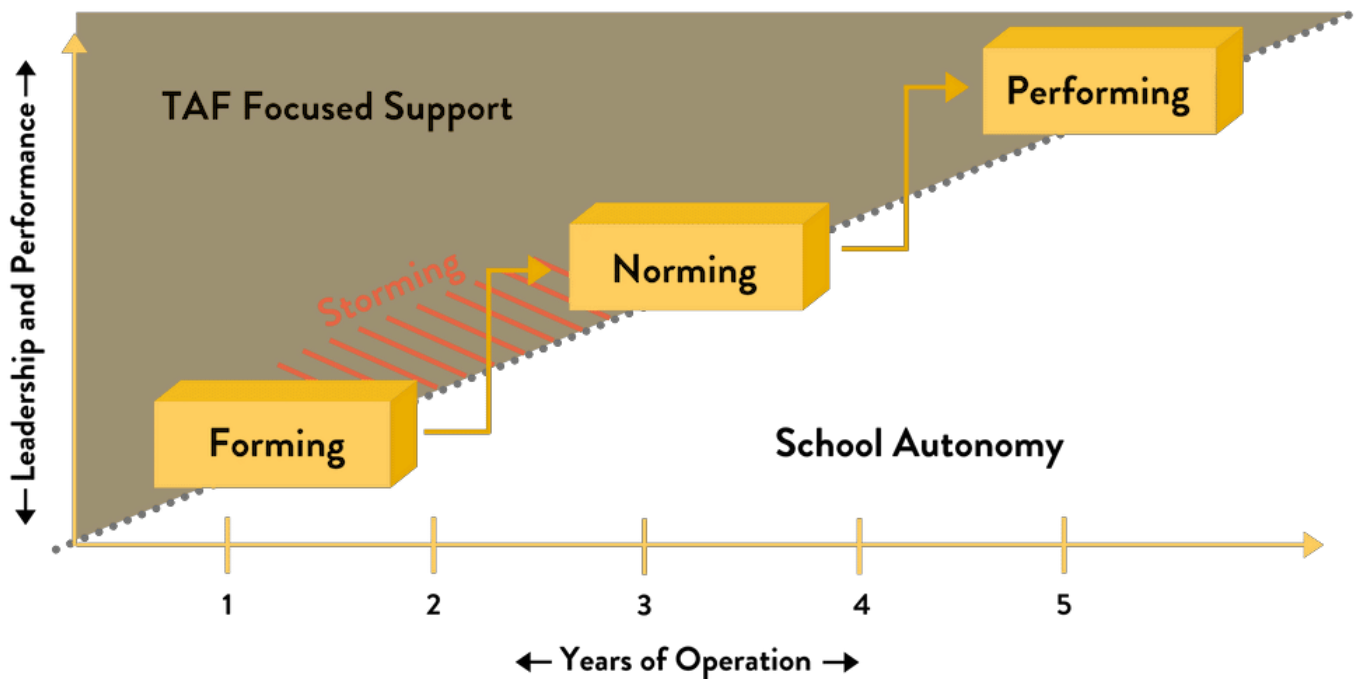
The table below summarizes the roles and responsibilities in the partnership.

	District	TAF
Principal Selection	The District and TAF jointly select the Principal	
Teacher Selection	TAF supports the recruitment process, candidates go through the District HR process, and teachers are selected in accordance with the CBA.	
Student Enrollment	Applies district enrollment criteria	Assists in marketing and recruitment
Academics	Provides curricular frame, standardized tests (interim and state) implementation	Provides interpretation between District curricular frame and STEMbyTAF Model
Facilities	Supplies all facilities, furnishings and classroom supplies	Designs the robotics, engineering and design labs
	The District and TAF jointly solicit funds (via sponsorships and grants) to build out the labs at SVI	
Technology	Provides all administrative technology	
	The District and TAF jointly solicit funds (via sponsorships and grants) to accommodate the needs of teachers and students, including classroom technology beyond what the District provides and 1:1 student laptop access	
College and Career Readiness	May provide district-wide opportunities to connect with colleges	Staffs college and career readiness personnel and integrates college and career ready practices into the curriculum
Extended Learning Opportunities	Provides transportation	Works with Principal to determines classes, partner organizations, performs evaluations
Professional Development	Provides the standard professional development required by the District Funds the WMS staff and administrator attendance at STEMbyTAF and equity professional development, including stipend if applicable	Provides the professional development content specific to STEMbyTAF instructional model.
Teacher Evaluation	Performed by the Principal	Supports Principal by seamlessly integrating STEMbyTAF with district-adopted teacher evaluation protocol in accordance with the JOA.

The launch of the STEMbyTAF Model goes through cycles of development and effectiveness as each partner settles into their role and the school staffing becomes more stable. We would define the STEMbyTAF Model phased launch as follows:

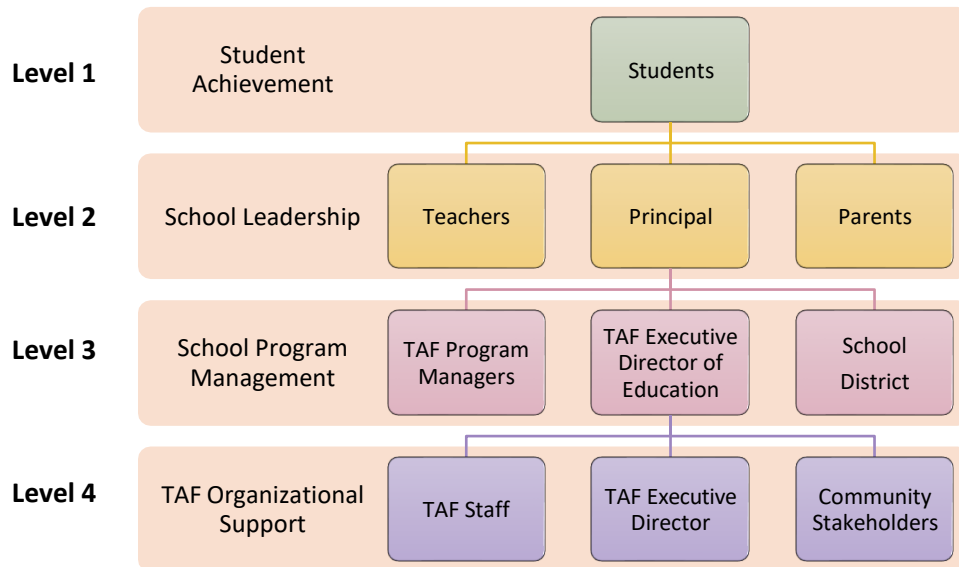
- **Forming** – High dependence on TAF for guidance and direction.
- **Storming** – Collaborative efforts continue to connect vision and purpose. Clarity of purpose increases but plenty of uncertainties persist.
- **Norming** – Roles and responsibilities are clear and accepted. Systems and procedures are put into place and largely followed. Decision making distributed. Commitment to the vision and unity to reach it is strong.
- **Performing** – The school staff is more strategically aware; the school staff knows clearly why they are doing what they are doing. The school staff has a shared vision and can stand on their own feet with no interference or participation from the leader. There is a laser focus on achieving goals, and the school staff makes most of the decisions against criteria agreed with the leadership. The school staff has a high degree of autonomy.

The shaded area marked “TAF Focused Support” line in the chart below demonstrates the level of direct support TAF team will provide to the school community. As we approach Norming, the level of direct support diminishes and the TAF team acts more like consultants. During the Performing state, the TAF team will only provide direct support when requested by the school community, otherwise, the TAF team functions solely as consultants.



PROGRAMMATIC SUPPORT MODEL FOR STUDENT ACHIEVEMENT

The graphic below demonstrates the programmatic support necessary to reach our student achievement goals. For a detailed list of staff roles and responsibilities see The STEMbyTAF at Washington Co-management Guide.



This programmatic support model requires the principal and teachers to step away from the traditional implementation found in many public education institutions. It requires TAF, in the role of program manager, to provide the most effective support and keep a critical eye on student success metrics.

All parties must work together to be intentional about defining school culture, teacher efficacy, and what success looks like for every student.

FACILITY REQUIREMENTS

There are a number of facilities updates needed to facilitate student academic choices and the STEMbyTAF Model.

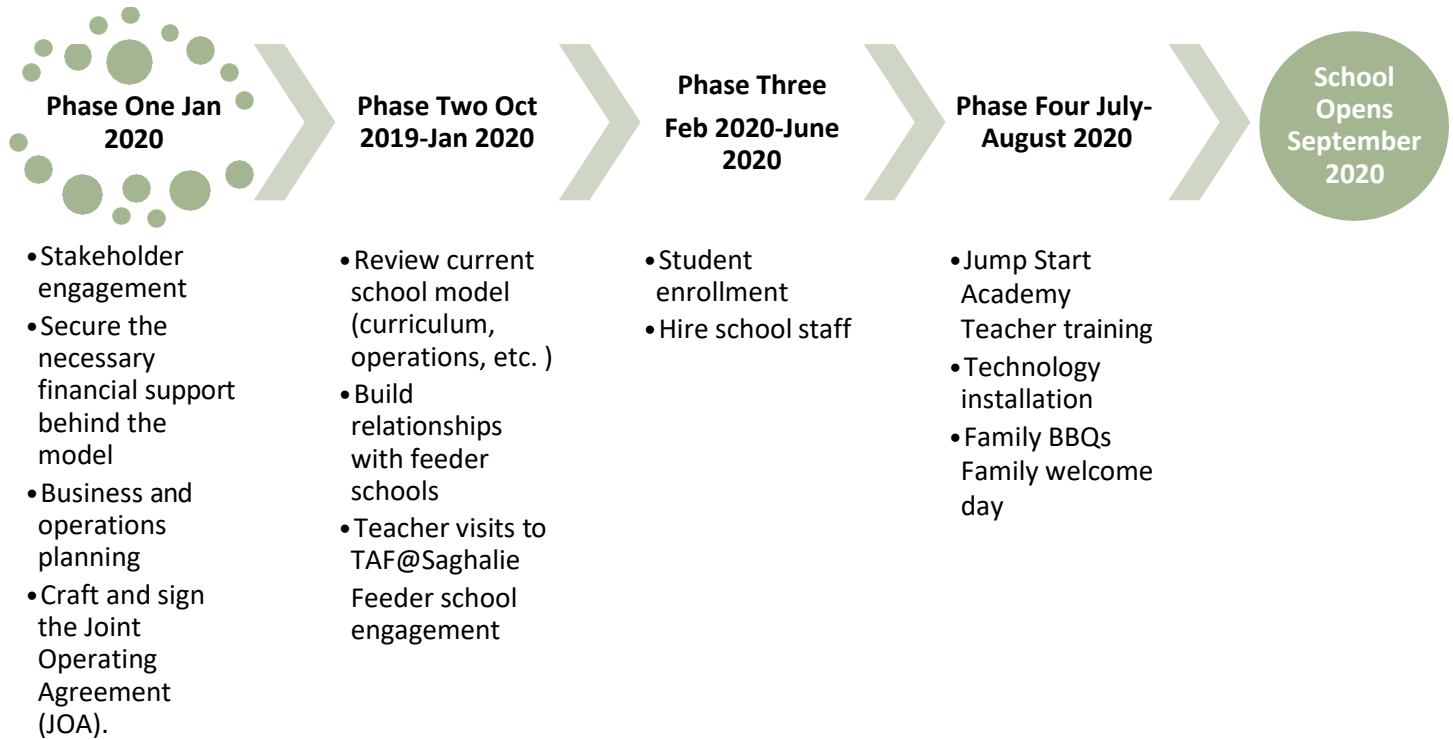
LABS

TAF will make an investment to equip robotics and engineering labs at the WMS facility so students can use them in the 2020-2021 school year. The District will be required to commit to any electrical, venting or wireless upgrades.

When the SVI building is ready, TAF will make an investment in the build out of robotics, engineering and design labs through a partnership with The Urban League of Metropolitan Seattle. The District and TAF will decide if the equipment from WMS will be moved over or repurposed. The SVI building is located directly across the street from WMS which will make it easily accessed by the WMS students during and after school hours.

FURNISHINGS

Teachers using the STEMbyTAF model have found success using singlet tables and detached chairs to support the learning environment because they are easy to rearrange according to the lesson plan of the day. The district will purchase tables and chairs for each classroom (except science which has special furniture requirements).





STUDENT ASSIGNMENT TRANSITION PLAN FOR 2020-21

Approved November 6, 2019

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Note: For information about transportation eligibility, see the approved Transportation Service Standards.

SECTION I: OVERVIEW AND HIGHLIGHTS

The Student Assignment Plan was approved in 2009 to provide greater predictability for families while still offering opportunities for school choice. The 2009 document continues to serve as an important reference tool, containing fundamental definitions and Plan development principles. Annual Transition Plans have guided a phased approach to implementation.¹

The provisions of this Plan will prevail in the case of any conflicts with previously-approved plans, attendance area boundaries, and/or GeoZones. Unless otherwise specified, boundaries, feeder patterns, option school GeoZones, and assignment rules will remain in effect until there are changes approved by the School Board. It is anticipated that changes will be needed to address capacity management issues as district enrollment continues to grow.

School assignments are based on School Board-approved attendance area boundaries. Every student has an attendance area elementary, middle, and high school based on residence. Elementary attendance areas are combined to create middle school attendance areas, resulting in feeder patterns from elementary to middle school.

Boundary changes are anticipated in the fall of 2020 to address overcrowding at Maple Elementary School. More information regarding the planning, boundaries, services, and programs associated with these schools will be available through the district website and other forms of communication.

In most instances, the middle school attendance area is also a service area for elementary and middle school students. Various services are provided for students who live within a service area. Most specialized services for middle and high school students are provided at their attendance area school. If required special education services are not available at a student's attendance area school, the school will be linked with a nearby school with the required services.²

School Choice allows students to apply for other schools during an annual Open Enrollment period through the end of May. A student may apply for any combination of attendance area and/or option schools. The District anticipates making all waitlist moves by May 31,³ pending program placement and student eligibility notification. Waitlists will be maintained until August 31 in the event that program notifications have not been completed or if there are unanticipated adjustments that need to be made after May 31. Waitlists for the 2020-21 school year will be dissolved on August 31, 2020.

This Transition Plan continues most of the assignment rules in effect during 2019-20. Some highlights and changes are:

- Changing the location of Licton Springs K-8 to the Whitman Service area and updating the Licton Springs GeoZone to extend to the west boundary of the district;
- Expansion of GeoZones for Cleveland HS, Cedar Park ES, South Shore PK-8, Hazel Wolf K-8, Orca K-8, Salmon Bay K-8, Stem K-8, Thornton Creek ES to align GeoZones with walk zones;
- Increase of the native/heritage set aside to 20% from 15% for John Stanford (JSIS) and McDonald International Schools; and
- Updating Advanced Learning (AL) assignment language and tiebreakers to reflect the fact that all schools offer AL programming and eligible students will be assigned to AL at their attendance area school.

¹ Assignment rules apply to resident students only. Different rules apply for non-resident students.

² There will continue to be a limited number of programs or services that are unique enough, and that serve such a limited population, that they cannot be offered in every attendance or service area area.

³ The end of the waitlist period is referenced as May 31 throughout this document. No students will be added to the waitlist after May 31, but waitlists will be maintained until August 31.

SECTION II: STANDARD ASSIGNMENTS

A. Summary

Assignments to attendance area schools are based on residence. Students new to the district start with an assignment to their attendance area school.

After May 31, assignments for new students are to their attendance area school or to an option school with space available and without a waitlist. New students in grades 6-8 may also choose a K-8 attendance area school if they live within that school's attendance area, pending space availability.

K-12 students may transfer to their attendance area school after Open Enrollment through May 31, as long as the services the student needs are available at that school.

K-8 students who live outside of their assigned school's walk zone and are not eligible for transportation may transfer to their attendance area school at any time, as long as the services the student needs are available at that school.

Continuing Assignments

The following students will automatically receive a continuing assignment to the same school, as long as the school offers the grade and services the student needs:

- Students who have not moved and whose current school includes their next year grade and current program
- Students at option schools will be continued at that school through the highest grade served by the school, as long as the school offers the services the student needs
- Students with a choice assignment to an attendance area school that is not the student's attendance area school
- Students at a K-8 school rising to 6th grade

New Assignments

The following students will receive a new assignment:

- A "new student" is a student who has not attended a SPS attendance area or option school at any time during the current or previous school year. New students will be assigned to their attendance area school. Students may also apply to any school with space available during Open Enrollment through May 31. After May 31, assignments for new students are to their attendance area school or to an option school with space available and without a waitlist.
- Students who apply for and receive a choice assignment will receive a new assignment to that choice school (or program). Students with a choice assignment will be continued at that school through the highest grade served, as long as the school offers the services the student needs.
- Students whose current school does not include their next year grade or required special education services. Students will be automatically assigned to their attendance area school for the upcoming school year, except as noted for certain pathway assignments and to meet required special education services; no application is required.

- Students who have moved out of their school’s attendance area (except students grandfathered at the school); no application is required.

Grandfathered Assignments

All students enrolled with a grandfathered assignment who stay at the school are continued (grandfathered) at that school through the highest grade served by the school, as long as the school offers the services the student needs; no application is required.

B. Students Entering Kindergarten

Students entering kindergarten will have an initial assignment to their attendance area school, as long as the school offers the services the student needs.

- This includes students currently receiving special education developmental preschool services who will be five years old by August 31, unless their individualized education program (IEP) calls for services not available at their attendance area school.
- Students attending PreK at South Shore will be assigned to continue at South Shore for kindergarten.
- Students who meet eligibility requirements for early entrance to kindergarten are assigned to their attendance area school upon request and may apply for other schools on a space available basis through May 31.

For information on assignment of siblings to the same school, see Section IV-D (Siblings and School Choice).

C. Students Entering 6th Grade

New Students

New students to the district will be assigned to their attendance area middle school. Upon request, middle school students who live in the attendance area of a K-8 attendance area school may be assigned to that K-8 school, subject to space availability. Students may also apply to any school with space available during Open Enrollment through May 31. After May 31, assignments for new students are to their attendance area middle school, to a K-8 attendance area school if they live within that school’s attendance area and there is space available, or to an option school with space available and without a waitlist.

Students Currently Attending an Elementary School

Students entering 6th grade from a K-5 school will generally receive an initial assignment to their attendance area middle school, except:

- **Highly Capable Cohort (HCC):** Students enrolled as HCC receive an initial assignment to their HCC pathway middle school based on where they live. If they apply for their attendance area middle school during Open Enrollment through May 31, they will be assigned to that school (unless they apply for and are assigned to a higher ranked choice).

[Seattle Public Schools approved a Joint Operating Agreement with the Technology Access Foundation \(“TAF”\) in the 2019-20 school year. Beginning in fall 2020 HC services for 6th grade](#)

students at Washington Middle School will be provided in a blended model rather than the cohort model.

Students eligible, but not enrolled as HCC, are not automatically assigned to their HCC pathway school; they must apply during Open Enrollment through May 31. If they apply for HCC during Open Enrollment through May 31, they will be assigned to their HCC pathway school. Assignment to the non-pathway school depends on space available; tiebreakers apply during Open Enrollment.

If a student becomes HC-eligible after May 31 and applies for HCC, they will be assigned to their HCC pathway school.⁴ Assignment to the non-pathway school may be requested through May 31 and depends on space available.

- **Advanced Learners:** 5th grade students enrolled as Advanced Learners (Spectrum) will receive an initial assignment to AL at their attendance area middle school for 6th grade; no application is required.

Any Advanced Learner student may apply for another attendance area school or K-8 school during Open Enrollment through May 31; assignment is based on space available and tiebreakers.

- **International Schools:** Non-attendance area students who are eligible for continuation in a dual language immersion pathway, and who apply during Open Enrollment through May 31, will be assigned to the relevant pathway school (unless they apply for and are assigned to a higher ranked choice).⁵
- **Special Education:** When a student with an IEP is initially assigned to an elementary school that is not the attendance area school, because that student's IEP requires services that are not available at the student's attendance area school, the student may choose to attend the attendance area middle school or middle school in that elementary school's feeder pattern.

Students with an IEP who receive an assignment through the school choice process at an elementary school outside of their middle school feeder pattern will need to go through the school choice process to attend a middle school outside of their assigned middle school based on their address. In some instances, some of students may require individual middle school assignments based on their needs as identified through the IEP Team Process.

Students entering 6th grade from a K-5 school may also apply for middle school enrollment at a K-8 school even if they have not attended the school previously. This applies to both attendance area K-8 schools (Catharine Blaine K-8 and Broadview Thomson K-8) and option schools. Students may apply for assignment at a K-8 school during Open Enrollment and assignment depends on space available. As a result of the opening of Magnolia Elementary School in fall 2019, Catharine Blaine K-8 will have more space available for middle school enrollment for families living outside of the attendance area.

⁴ This occurs when a student is new to the district after the testing deadline has passed, enrolls from another public school district, and can document comparable eligibility and participation in that district's similar program for gifted students. Eligibility is determined by the Advanced Learning department.

⁵ One of the choices listed must be for the pathway school without designation of Advanced Learner (or HCC if applicable).

Students may also apply for any school during Open Enrollment through May 31, including K-8, attendance area, and option schools. Assignment depends on space available; tiebreakers apply during Open Enrollment.

Students Currently Attending a K-8 School

Students entering 6th grade and attending K-8 schools will be assigned to continue at their current K-8 school for 6th grade, as long as the school offers the services the student needs.⁶

- If they apply for their attendance area middle school during Open Enrollment through May 31, they will be assigned to their attendance area school, as long as the school offers the services the student needs (unless they apply for and are assigned to a higher ranked choice).

Students may apply for any school with space available during or after Open Enrollment through May 31.

- **HC:** Students eligible, but not enrolled as HCC, are not automatically assigned to their HCC pathway school. If they apply for HCC during Open Enrollment through May 31, they will be assigned to their HCC pathway school. Assignment to the non-pathway school depends on space available; tiebreakers apply during Open Enrollment.

If a student becomes HC-eligible after May 31 and applies for HCC, they will be assigned to their HCC pathway school.⁷ Assignment to the non-pathway school may be requested through May 31 and depends on space available.

Students may also apply for any school during Open Enrollment through May 31, including K-8, attendance area, and option schools. Assignment depends on space available; tiebreakers apply during Open Enrollment.

D. Students Entering 9th Grade

Current and new students will generally be assigned to their attendance area high school, as long as the school offers the services the student needs. Students may also apply to any school during Open Enrollment through May 31. After May 31, assignments for new students are to their attendance area school or to an option school with space available and without a waitlist.

- **HC:** Beginning in the 2019-20 school year, students enrolled in HC in 8th grade will receive an initial assignment to their pathway school for HC services.

Students eligible, but not enrolled as HC, will receive an initial assignment to their attendance area high school. These students may also apply during Open Enrollment to attend their pathway high school and will receive placement at this site. These students may also apply during the Open Enrollment process for the IBX program at Ingraham. Assignment depends on space available; tiebreakers apply during Open Enrollment.

⁶ Students enrolled as an Advanced Learner at their K-8 school will be continued without having to reapply.

⁷ This occurs when a student is new to the district after the testing deadline has passed, enrolls from another public school district, and can document comparable eligibility and participation in that district's similar program for gifted students.

If they apply for their attendance area high school during Open Enrollment through May 31, they will be assigned to their attendance area school (unless they apply for and are assigned to a higher ranked choice).

- **IBX:** Students may also apply for the IBX program at Ingraham; assignment to Ingraham depends on space available and tiebreakers. If not assigned to IBX at Ingraham, they retain a seat at their pathway school (unless they apply for and are assigned to a higher ranked choice.) Assignment depends on space available; tiebreakers apply during Open Enrollment.
- **International Schools:** Non-attendance area students who are eligible for continuation in a dual language immersion pathway and who apply during Open Enrollment through May 31 will be assigned to the relevant pathway school (unless they apply for and are assigned to a higher ranked choice).
- **Special Education:** When a student with an IEP is initially assigned to an elementary and middle school that is not the attendance area school, the student may choose to attend the attendance area high school or high school in that elementary and middle school's feeder pattern.

Students with an IEP who receive an assignment through the school choice process at an elementary or middle school outside of their feeder pattern will need to go through the school choice process to attend a high school outside of their assigned high school based on their address. In some instances, some of these students may require individual high school assignments based on their needs as identified through the IEP Team Process.

Students may also apply to any school with space available during or after Open Enrollment through May 31. After May 31, assignments for new students are to their attendance area school or to an option school with space available and without a waitlist.

E. Students Who Move

When students move, they may have the option of or be required to get a new school assignment, depending on when and where they move.

In general, students **must** change to their new attendance area schools if they are assigned to their attendance area school, are not grandfathered, and they move to a new attendance area. If they move before the school year starts, they **must** change schools for the new school year. If they move during the school year, they **may** finish the year at their current school, but they **must** change schools the next year.

In all cases, reassignments are subject to any special education services a student may require.

Detailed move rules are available in the Superintendent's Procedures for Student Assignment.⁸

⁸ Available on the district website: <http://www.seattleschools.org/admissions>

SECTION III: ACCESS TO PROGRAMS AND SERVICES

Seattle Public Schools offers a variety of programs and services to meet a range of student needs, including English Language Learners (ELL), students eligible for special education services, students who are homeless, and students eligible for advanced learning. Many students are assigned to their attendance area school regardless of most service needs. For required special education services not available at every attendance area school, a linked school is designated. This provides predictable assignments for students who need these services.

Schools and services are also available for students who have various behavioral, attendance, or academic challenges as well as for students who self-select into certain unique programs. Students are assigned to these schools or programs individually based on specific needs and circumstances, not through the standard assignment process.

A. Special Education

The Individuals with Disabilities in Education Act (IDEA) requires the district to ensure that “a continuum of alternative placements is available to meet the needs of children with disabilities for special education and related services.” IDEA does not require the full continuum of placement be available at each school in the district. If a student’s IEP requires services that are not available at the student’s attendance area school, the student may be assigned to another school that can offer the services that are included in the IEP and necessary for the student to receive a free, appropriate public education. Per the Washington Administrative Code (WAC), “Unless the IEP of a student with a disability requires some other arrangement, the student shall be educated in the school that he or she would attend if nondisabled. In the event the student needs other arrangements, placement shall be as close as possible to the student’s home.” Special Education Services are provided in a continuum throughout the district.

Resource level special education services are available at every school and follow the general education student assignment process. Students who are eligible for other special education continuum services (Access, Focus, Social/Emotional, SM2, Distinct) are assigned to their attendance area or linked school, and may also apply for assignment to another school that offers those services through School Choice. Linked schools for Special Education services are posted online prior to Open Enrollment, along with linked schools for other programs and services, and provide assignment predictability.⁹ For Option Schools, there will be designated seats available for students who are eligible for intensive special education services (Access, Focus, Social/Emotional, SM2, Distinct). When requesting an Option School students will be assigned through the School Choice Process during Open Enrollment.

A very small number of students with exceptional circumstances may require individual assignments based on their IEP. Please refer to the Special Education Change of School Procedure Guide for further information.

Standard assignment rules and tiebreakers apply.

Students who receive centralized special education service assignments to meet their specific IEP driven needs (DHH, Vision, Medically Fragile) are assigned individually based on student needs, and may also apply for assignment to another school offering the same services through School Choice.

These assignments are in alignment with approved boundaries and feeder patterns, to the extent possible, depending on capacity, proximity, and individual service needs. Assignments are made

⁹ If warranted by student needs, intensive special education services may be added at other locations and times.

individually to ensure that each student’s IEP requirements can be met and that the appropriate services are available at the assigned school. Transportation for students with disabilities is based on individual IEP service needs.

B. English Language Learners

Most students who need ELL services are assigned to their attendance area school. Students who need ELL services may also apply for other schools through School Choice. Bilingual Orientation Center services are available for newcomers.

C. Advanced Learning¹⁰

There are several services and programs to meet the needs of advanced learners. Some students may be served at their attendance area school; others will follow pathways with their peers.

Highly Capable Cohort (HCC)

HCC assignment pathways are based on where students live, not where they attend school. (See Appendix A for attendance areas and feeder patterns.)

- HCC students entering grades 1-8, who apply during Open Enrollment through May 31, will be assigned consistent with the approved HCC pathways, based on where they live.
- Students entering grades 1-8 who become HC-eligible after Open Enrollment will be assigned consistent with the HCC pathways, based on where they live.
- Students entering 6th grade will be assigned to a middle school consistent with the approved HCC pathways, based on where they live.
- Assignment to the non-pathway school may be requested during Open Enrollment through May 31 and depends on space available.
- All 9th graders will be assigned to their pathway high school and may apply for the HC/IBX program at Ingraham.

If students enrolled in HCC apply for their attendance area school during Open Enrollment through May 31, they will be assigned to their attendance area school.

HC/IBX Program at Ingraham High School

A second advanced learning option for high school students who are HC-eligible is offered at Ingraham. Qualified HC students will generally take core classes together and then enroll in International Baccalaureate classes beginning in 10th grade – a year earlier than usual. An accelerated curriculum leads to an early IB diploma, allowing seniors to complete internships, college classes, and further electives.

Advanced Learning Opportunities (ALO)

Students in grades 1-8 who are AL or HC eligible and enroll at their attendance area school will receive ALO services at their attendance area school. Eligibility for HC or AL services will be maintained as long as the student is continuously enrolled in Seattle Public Schools.

Advanced Learners (AL)

Advanced Learning (Spectrum) is offered for elementary and middle school students identified through district testing. For elementary grade students, AL is offered at each school site. Every attendance area

¹⁰ See additional information in Sections II-C and II-D.

middle school also offers AL. Newly-eligible elementary students must apply for AL during Open Enrollment through May 31. Assignment to AL in grades 1-5 depends on space available; tiebreakers apply during Open Enrollment.

AL eligible students in grades 6-8 are guaranteed services to the AL program at their attendance area middle school. Advanced Learners in 5th grade at elementary schools will be automatically assigned to 6th grade AL at their attendance area middle school. Students newly eligible for advanced learning who are already assigned to their attendance area middle school will be automatically assigned to AL at that school. Advanced Learning students who are already assigned to their attendance area middle school (but are not assigned to AL) who are entering 7th or 8th grade will also be automatically assigned to AL at that school.¹¹ Advanced Learning students who are not already assigned to their attendance area middle school will be assigned to AL at their attendance area middle school upon request, if they apply during Open Enrollment through May 31. Students who are AL-eligible may also apply for an AL program at any other school through School Choice, during Open Enrollment through May 31; assignment depends on space available; tiebreakers apply during Open Enrollment. After waitlists have been dissolved, program changes within the same school will be at principal discretion.

D. Montessori

The Montessori program is offered at Daniel Bagley Elementary School. Students, including those who live in a school's attendance area, must apply for Montessori. Students who live in other attendance areas may also apply through the regular School Choice process. Assignment depends on space available; tiebreakers apply during Open Enrollment. After waitlists have been dissolved, program changes within the same school will be at principal discretion. Leschi offers a blended (contemporary and Montessori) program to all students.

E. International Schools with Dual Language Immersion

There are feeder pathways for dual language immersion students at international schools. Dual language immersion pathways are implemented as each cohort of students is ready to move to the next level. Assignment pathways are based on where students attend school (not where they live):

John Stanford & McDonald > Hamilton > Lincoln
Beacon Hill & Dearborn Park > Mercer > Rainier Beach
Concord > Denny > Chief Sealth

Assignment is guaranteed for non-attendance area dual language immersion students who apply for their pathway school during Open Enrollment; after Open Enrollment, assignment is based on seat availability.¹²

F. Programs and Services

Information about locations of programs and services that could impact family choices will be available to families prior to the Open Enrollment period. Decisions will also be reflected in the designation of linked attendance area schools and will specify the services or program(s) for which the schools are linked.¹³ Information is also provided in quarterly reports to the Board, available online. (See School Board Policy # 2200 for additional information.)

¹¹ Unless the student is already assigned to a program other than General Education, such as HCC

¹² One of the choices listed must be for the pathway school without designation of AL (or HCC, if applicable).

¹³ Changes not connected to the Open Enrollment process are adjusted as needed. If warranted by student needs, intensive special education services may be added at other locations and times.

Service schools provide specific services or unique academic programs that are not offered at attendance area or option schools (See Appendix C).

SECTION IV: SCHOOL CHOICE

A. Open Enrollment

School Choice allows students to apply for any school(s) beginning during the Open Enrollment period through the end of May. A student may apply for any combination of attendance area schools and/or option schools. Students who apply for and receive a choice assignment will receive a new assignment to that choice school (or program). Students with a choice assignment will be continued at that school through the highest grade served, as long as the school offers the services the student needs. Open Enrollment applications will be processed as follows:

- All first choices will be processed first, then second choices next, etc.
- If more students apply than can be assigned, the approved tiebreakers are used.
- Waitlists established during Open Enrollment processing are based on the same processing sequence and tiebreakers used when making assignments.
- Each student may have one assignment and, if desired, be on one waitlist. Waitlists stay active through May 31 and will be dissolved on August 31, after which there are no further waitlist moves for the school year.¹⁴
- If a student submits an application and gets assigned to the first choice school, the previous assignment is dropped and the student is not on any waitlist.
- If a student submits an application and gets assigned to one of the choices other than the first choice, the previous assignment is dropped and the student is put on the waitlist for the first choice.
- If a student submits an application and doesn't get assigned to any of the choices, the previous assignment is still in place, and the student is put on the waitlist for the first choice.

After Open Enrollment through May 31, students will be assigned to available choice seats on a first-come, first-served basis. After May 31, assignments for new students are to their attendance area school, or to an option school with space available and without a waitlist.

B. Tiebreakers

If more students apply for a school during Open Enrollment than can be assigned, tiebreakers determine assignment and waitlist status.

STANDARD TIEBREAKERS			Option Schools (all grades)
for available seats after assignment of attendance area students			
Attendance Area Elementary / K-8 Schools	Attendance Area Middle Schools	Attendance Area High Schools	
1. Sibling 2. Lottery	1. Sibling 2. Feeder School 3. Lottery	1. Sibling 2. Lottery	1. Sibling 2. GeoZone 3. Lottery

¹⁴ The District anticipates making all waitlist moves by May 31. No students will be added to the waitlist after May 31, but waitlists will be maintained until August 31.

Montessori Tiebreakers
Elementary Schools
1. Attendance Area
2. Sibling
3. Lottery

HCC Tiebreakers (formerly APP)		
Elementary Schools	Middle Schools	High Schools
1. Sibling 2. Lottery	1. Sibling 2. Feeder School 3. Lottery	1. Sibling 2. Lottery

C. Waitlists

Waitlists established during Open Enrollment processing are based on the same processing sequence and tiebreakers used when making assignments.

After Open Enrollment assignments are made and waitlists are established:

- Students may be added to the end of any waitlist through May 31, but no student may be on more than one waitlist at a time.
- Waitlists stay active through May 31.¹⁵
- If there are multiple students added to the same school/grade/program waitlist on the same day, those students only will be sequenced by lottery. (They will not move ahead of students already on the waitlist from Open Enrollment or from a previous day.)
- If a school does not have a waitlist, assignments for space available are first come, first served through May 31.

D. Siblings and School Choice

SPS provides a variety of options for families who would like to have siblings assigned to the same school. Some options are guaranteed and some are not. A student’s designated school is their attendance area school, or a linked school to which the student is assigned because the attendance area school does not have the required special education or ELL services the student needs.

1. New students who are siblings in the same grade span will start out assigned together at their designated school:
 - If siblings have different designated schools due to different service needs, the sibling without required special education or ELL service needs can be assigned to the other sibling’s school upon request until May 31 (or at the time of enrollment, if later).
2. Siblings in the same grade span who are assigned to different schools:
 - All siblings receive a tiebreaker priority during Open Enrollment when applying for a school which another sibling currently attends and will attend the following year.

¹⁵ The District anticipates making all waitlist moves by May 31. No students will be added to the waitlist after May 31, but waitlists will be maintained until August 31.

- After Open Enrollment through May 31, any student will be assigned to their attendance area school upon request. If siblings have different designated schools due to different service needs, the sibling(s) without required special education or ELL service needs can be assigned to the other sibling's school upon request until May 31.
3. Siblings who are already assigned together, but who apply for reassignment together to one or more schools for the following school year:
- If the siblings apply for the same schools in the same order during Open Enrollment, the applications will be processed using the “keep siblings together” rule: If all siblings cannot be assigned together to one of the schools listed, they will keep their original school assignments and all will be waitlisted for the first choice school. (No siblings are reassigned unless all siblings can be reassigned to the same school.)
 - Siblings may apply for different programs at the same school (e.g. one of the siblings applies for montessori at a school, while the other does not apply for any special program), as long as they apply for the same schools in the same order.
4. Twins¹⁶ who apply for assignment together to one or more schools:
- If they apply for the same schools in the same order during Open Enrollment, the resulting school and program assignment of the student with the highest SPS student ID number will determine the assignment of the twin, as long as that school provides all required services for both students.
 - They may apply for different programs at the same school (e.g. one of the siblings applies for the montessori program at a school while the other does not apply for any special program) as long as they apply for the same schools in the same order. A twin who is not eligible for the assigned program of the sibling with the highest student ID number will be assigned to the General Education program at the same school (or the appropriate Special Education program, if applicable).
 - If the siblings are waitlisted for the same school and program during Open Enrollment, the twin with the lower student ID number will be placed on that waitlist immediately after the twin with the highest ID number.

¹⁶ This includes triplets and other multiples, as well as siblings in the same grade.

APPENDIX A

Attendance Areas and Feeder Patterns

HIGH SCHOOLS

Attendance Area High Schools: Ballard, Franklin, Garfield, Nathan Hale, Ingraham, Rainier Beach, Roosevelt, Chief Sealth, West Seattle

Option High Schools: The Center School, Cleveland STEM

ELEMENTARY AND MIDDLE SCHOOLS

Attendance Area Middle Schools: Aki Kurose, Denny, Eagle Staff, Eckstein, Hamilton, Jane Addams, Madison, Meany, McClure, Mercer, Washington, Whitman

Each middle school attendance area has a group of elementary schools that feed into the middle school.

MIDDLE SCHOOLS	ELEMENTARY FEEDER SCHOOLS (Including K-8 Attendance Area Schools)	OPTION SCHOOLS¹⁷	HCC PATHWAYS¹⁸
Aki Kurose	Dunlap, Emerson, Graham Hill, Martin Luther King Jr., Rainier View, Wing Luke	South Shore PK-8	Thurgood Marshall Washington Garfield
Denny	Arbor Heights, Concord, Highland Park, Roxhill, Sanislo, West Seattle ES	STEM K-8	Thurgood Marshall Madison West Seattle
Eagle Staff	Broadview-Thomson (K-8), Daniel Bagley, Greenwood, Northgate, Viewlands*		Cascadia Eagle Staff Lincoln
Eckstein	Bryant, Green Lake*, Laurelhurst, Sand Point, View Ridge, Wedgwood	Thornton Creek	Decatur ¹⁹ Jane Addams Lincoln
Hamilton	B. F. Day, Green Lake*, West Woodland	John Stanford McDonald	Cascadia Hamilton Lincoln
Jane Addams	John Rogers, Olympic Hills, Olympic View, Sacajawea,	Cedar Park Hazel Wolf K-8	Cascadia Jane Addams Lincoln
Madison	Alki, Fairmount Park, Gatewood, Genesee Hill, Lafayette	Pathfinder K-8	Thurgood Marshall Madison West Seattle
Meany	Leschi, Lowell, Madrona, McGilvra, Montlake, Stevens	TOPS K-8	Thurgood Marshall Washington Garfield
McClure	Catharine Blaine (K-8), Coe, John Hay, Lawton, Magnolia	Queen Anne	Cascadia Hamilton Lincoln
Mercer	Beacon Hill, Dearborn Park, Hawthorne, Kimball, Maple, Rising Star	Orca K-8	Thurgood Marshall Washington Garfield
Washington	Bailey Gatzert, John Muir, Thurgood Marshall		Thurgood Marshall Washington Garfield
Whitman	Adams, Loyal Heights, North Beach, Viewlands*, Whittier	Salmon Bay K-8 Licton Springs K-8	Cascadia Eagle Staff Lincoln

*Elementary schools with an asterisk feed into multiple middle schools. Assignment to attendance area middle schools is based on student address.

¹⁷ Option schools are located in proximity to attendance area schools. Living within an option school's GeoZone is not a guarantee of assignment.

¹⁸ Ingraham also offers the advanced HC/IBX program, but is not an HC pathway high school.

¹⁹ HCC students living in the Green Lake attendance area will be assigned to Cascadia for HCC.

APPENDIX B

Geographic Zones for Option School Tiebreakers

The tiebreakers for option schools are:

1. Sibling
2. Geographic Zone (GeoZone)
3. Lottery

GeoZones give tiebreaker priority for students who live near the school and serve as a tool for capacity management. In some cases, they can also be used to improve diversity. GeoZones are not a guarantee of assignment to the requested option school, and are likely to change periodically.

Maps of GeoZones are available on the School Directory page of the www.seattleschools.org website.

High School Option Schools

- Center School
- Cleveland STEM

K-8 Option Schools

- Hazel Wolf
- Licton Springs
- Orca
- Pathfinder
- Salmon Bay
- South Shore PK-8
- STEM K-8
- TOPS

K-5 Option Schools

- Cedar Park
- John Stanford
- McDonald
- Queen Anne
- Thornton Creek

APPENDIX C

Service Schools

Students are usually placed in a service school based on individual assessment. Assignments to service schools are choice assignments except for the Secondary Bilingual Orientation Center (SBOC), which is a designated assignment. Additional information is available in the Superintendent's Procedures for Student Assignment²⁰.

Service Schools:

- Head Start
- Education Admission Centers
- Special Education Consortium (Children's Home Society, McGraw Center, Ryther Center, Experimental Education Unit, Birth to 3 Contracts, Private School Services, and other non-SPS services)

²⁰ Available online at www.seattleschools.org/admissions


APPENDIX D

Option Schools with Continuous Enrollment

Option schools with continuous enrollment offer unique services, opportunities, and learning environments to meet individual student needs. Students may request assignment to these schools or may be referred to one. These schools do not have geozones. Families are welcome to apply to these schools during Open Enrollment and throughout the school year.

Option schools with continuous enrollment:

- Cascade Parent Partnership Program
- Interagency Programs
- Middle College High School
- Nova
- South Lake
- Skills Center
- Seattle World School

	<p>HIGHLY CAPABLE SERVICES & ADVANCED LEARNING PROGRAMS</p>	<p>Policy No. 2190 December 3, 2014 Page 1 of 2</p>
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It is the policy of the Seattle School Board that all students will be afforded the opportunity to reach their potential and graduate from high school ready for college, career, and life. As such, all Highly Capable students and Advanced Learners will have equitable access to academically challenging and appropriate programs and services. The Board also recognizes, consistent with the definition of basic education under state law, that students capable of performing at significantly advanced academic levels require specialized services in order to meet their basic educational needs.

The framework for such programs or services will encompass, but is not limited to, the following objectives:

- A. Expansion of students' academic and intellectual skills in every year of education;
- B. Stimulation of students' intellectual curiosity, independence and responsibility;
- C. Development of students' social and emotional wellbeing; and
- D. Development of students' originality and creativity.

Highly Capable Students

Consistent with state law, the District identifies and provides instructional programs and services for students identified as Highly Capable who perform or show potential for performing at significantly advanced academic levels when compared with others of their age, experiences, or environments. Outstanding abilities are demonstrated through students' general intellectual aptitudes, specific academic abilities or achievements, and/or creative productivities within a specific domain.

Services for Highly Capable

The variety of instructional programs or services for students identified as Highly Capable will include pathways to sites with adequate cohorts of Highly Capable students in order to provide peer learning and social/emotional opportunities for these students, teachers with experience and/or professional development on the academic and social/emotional needs of these students, appropriate curriculum, appropriately differentiated instruction, deeper learning opportunities, and accelerated pacing. Consistent with state law, once services are started, a

continuum of services shall be provided to the student, from grades K-12. A self-contained cohort option is available in grades 1-8. Highly Capable students who choose not to participate at a designated Highly Capable site will be served through Advanced Learning programs.

Annually, the Superintendent shall provide the Board the Highly Capable plan application required by the Office of the Superintendent of Public Instruction. This plan will include the following: the number of students the District expects to serve by grade level, the District's plan for identifying students, a description of the Highly Capable services goals, a description of the services offered, a description of ongoing professional development for Highly Capable Services and general education staff, a service evaluation and fiscal report, and assurances that the district is legally compliant.

Advanced Learners

The District identifies and provides appropriate instructional programs and services for students who demonstrate high academic achievement, but who do not meet the definition of Highly Capable. Such students are identified as Advanced Learners.

Programs for Advanced Learners

Advanced Learning instructional programs will include differentiation, content acceleration, and deeper learning opportunities. Delivery mechanisms may include: differentiated instruction, groupings of Advanced Learning students to work together in subjects or on projects, self-contained classrooms, or accelerated pacing.

The Superintendent is authorized to develop procedures consistent with state guidelines regarding referral, evaluation, and identification of Highly Capable students in order to implement this policy. The procedures will describe the programs and services available to students identified as Highly Capable as well as to those identified as Advanced Learners.

Adopted: December 2014

Cross Reference: Policy Nos. A 01.00, 2090, 2200

Related Superintendent Procedure: 2190SP

Previous Policies: D12.00

Legal References: RCW 28A.185.030 Programs — Authority of local school districts — Selection of students; WAC 392-170 Special service program — Highly Capable students

Management Resources: *Policy & Legal News*, September 2013



2019-2024 Seattle Public Schools Strategic Plan

Presentation re: Technology Access Foundation (TAF)

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

Office of the Superintendent
superintendent@seattleschools.org

Highlights from the proposed Joint Operating Agreement (JOA) between Seattle Public Schools (SPS) and Technology Access Foundation (TAF).

2019-2024
SEATTLE PUBLIC SCHOOLS
STRATEGIC PLAN

Executive
Committee of
the Whole re:
Technology
Access
Foundation
(TAF)
12/18/19



SEATTLE EXCELLENCE
Educate. Engage. Empower.



AGENDA

- 1. WHAT IS TAF**
- 2. DATA**
- 3. ENGAGEMENT**
- 4. BUDGET**
- 5. HC SERVICES IN GEN ED CLASSROOM**

Mission

Seattle Public Schools is committed to eliminating opportunity gaps to ensure access and provide excellence in education for every student.

Vision

Every Seattle Public Schools' student receives a high-quality, world-class education and graduates prepared for college, career, and community.

Theory of Action

WHEN WE FOCUS on ensuring racial equity in our educational system, unapologetically address the needs of students of color who are furthest from educational justice, and work to undo the legacies of racism in our educational system...

BY doing the following:

- Allocating resources strategically through a racial equity framework
- Delivering high-quality, standards-aligned instruction across all abilities and a continuum of services for learners
- Creating healthy, supportive, culturally responsive environments from the classroom to central office
- Directly and consistently working in partnership with families and communities who represent students of color who are furthest from educational justice; and
- Making clear commitments and delivering on them

THEN we will eliminate opportunity and achievement gaps and every student will receive a high-quality, world-class education.

WHAT IS TAF?

- The STEMbyTAF Model is a way of teaching and learning
- The STEMbyTAF Model partners with industry professionals, community members, and local businesses to give students and teachers an opportunity to expand their learning community
- STEMbyTAF is fully transferable, and it assumes that each school will interpret and customize it to meet the needs of their students, families, and community.
- The STEMbyTAF Model is a framework within which transformation happens as directed by the needs and strengths of individual sites and communities.

TAF is not...privatization, a charter, one size fits all, a silver bullet, a panacea.

TAF students responses

- Show an increase in % positive in 24 of 25 indicators and a decrease in % negative in 21 of 25 indicators.

WMS student responses

- Show a decrease in the positive responses for the last 3 years and lag behind the district in almost all measures

TAF staff responses

- Show an increase in % positive in 23 of 28 indicators and a decrease in & negative in 23 of 28 indicators. 1 indicator was unchanged.

WMS staff responses

- Show a decline in positive responses from 2018-2019 and are double digits below the district in positive responses

TAF STUDENT DATA

- TAF Academy graduated six senior classes with a 95% on-time graduation, 100% college acceptance and 91% college entrance.
- TAF Academy students exceeded the state and/or district average 80% of the time from 2012-2017.
- Won “Setting the Pace” award for growth on the SBA in 2018 by Federal Way Superintendent
- TAF students outperformed WMS students in both math and ELA on the 2018-19 SBA

WMS DATA-WHO IS BEING SERVED?



All Washingt on Students	African American / Black	Asian	Hispanic/ Latino	American Indian/ Alaska Native	Multi- Racial	Native Hawaiian / Pacific Islander	White
606	135	101	61	1	85	4	219
100%	22.3%	16.7%	10.1%	0.2%	14.0%	0.7%	36.1%

Non-HC Washingt on Students	African American / Black	Asian	Hispanic/ Latino	American Indian/ Alaska Native	Multi- Racial	Native Hawaiian/ Pacific Islander	White
302	126	52	47	1	29	4	43
	41.7%	17.2%	15.6%	0.3%	9.6%	1.3%	14.2%

HC Students at Washingt on	African American / Black	Asian	Hispanic/ Latino	American Indian/ Alaska Native	Multi- Racial	Native Hawaiian / Pacific Islander	White
304	9	49	14	0	56	0	176
	3.0%	16.1%	4.6%	0.0%	18.4%	0.0%	57.9%

WMS DATA-WHO IS BEING SERVED?



SchoolName	StudentGroup	Proficiency ELA	Proficiency ELA Decile	Proficiency Math	Proficiency Math Decile	Proficiency Combined Decile	Growth ELA Median SGP	Growth ELA Decile	Growth Math Median SGP	Growth Math Decile	Growth Combined Decile	Regular Attendance	Regular Attendance Decile	Final School Score
Washington	All Students	70%	8	64%	9	8.5	56.0	8	55.0	7	7.5	88%	5	7.65
Washington	Black/African American	32%	1	25%	3	2.0	47.0	4	44.0	3	3.5	82%	3	2.88
Washington	Low-Income	43%	3	35%	4	3.5	52.0	6	48.0	5	5.5	81%	3	4.58

Washington Middle School - Smarter Balanced Scores

Subject	Grade	2016-17	2017-18	2018-19	2016-17	2017-18	2018-19
MATH % Proficient	6	98.3%	98.4%	98.3%	34.9%	25.8%	34.7%
	7	97.6%	97.4%	97.7%	44.7%	32.3%	18.0%
	8	91.7%	98.4%	92.4%	34.9%	39.9%	29.8%
	6-8 Combined	95.7%	98.1%	96.2%	38.3%	33.8%	27.8%
ELA % Proficient	6	97.4%	98.4%	97.5%	44.6%	32.2%	32.7%
	7	97.6%	97.4%	96.9%	55.1%	41.0%	30.7%
	8	91.7%	98.4%	92.4%	39.5%	53.8%	40.4%
	6-8 Combined	95.4%	98.1%	95.6%	46.5%	44.1%	34.6%

- Community meetings for families of color and ELL families at John Muir, Thurgood Marshall and Bailey Gatzert
 - June 12, 2019 6-7:30 p.m., held at 2100 Building
 - August 3, 2019, 10 a.m.-12 p.m., held at Bailey Gatzert Elementary
- All elementary families at John Muir, Thurgood Marshall, Bailey Gatzert and other interested elementary families
 - June 25, 2019, 7 - 8 a.m. held at Washington Middle School
 - October 19, 2019, 10 a.m. - 12 p.m. held at Washington Middle School
- Updates in Friday Memos on 8/23, 9/20, 9/27, 10/4
- Updates to Executive Committee on 5/22, 6/12, 8/21, 9/11, 11/13
- Presentations/conversation with WMS teachers in June 2019, 9/30, 11/25/19
- WMS teacher visit to TAF in Federal Way late October
- Work session on Student Assignment Transition Plan (change of HCC at WMS) on 9/25/19
- SEA Leadership on 11/12/19 and 12/10/19
- John Muir and Leschi families on 12/5/19 (approximately 45 families)
- Bailey Gatzert and Madrona families on 12/17/19
- Executive Committee of the Whole on 12/18/19
- Thurgood Marshall families on 12/19/19 (over 100)

Three-year Total Cost of \$1,105,542 (in addition to WSS)

- 2020-21 school year: \$189,872
- 2021-22 school year: \$368,955
- 2022-23 school year: \$546,714

Capital Commitment? (e.g., building next door for science labs)

TAF will provide the following staff on the WMS campus at its cost (which is estimated to be approximately \$600,000/year for five years for a total of \$3 million):

- **Director**
- **College and Career Readiness Program Manager**
- **STEMbyTAF Coach**
- **Student Support Specialists**
- **Program Coordinator, Student Support and Enrichment**

TAF will also work with its partners to provide additional classroom and lab technology and materials as needed.

General Education Classroom – Based Services/Programs

Curriculum Compacting

Differentiated Instruction

Enrichment

Flexible or Cluster Grouping

Independent Projects

Content Acceleration in General Education Classroom

Supplemental Instruction in Area of Interest

Other

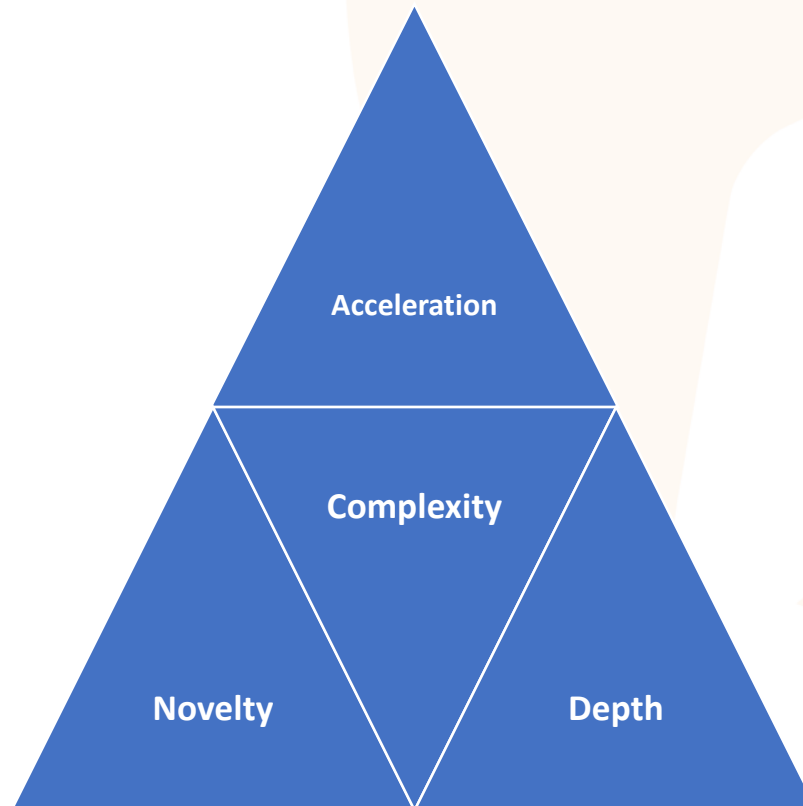
Gen Ed Classroom – Based Services/Programs

Curriculum Compacting-the teacher...

- Assesses what a students knows and what students still need to master.
- Plans meaningful learning activities to help students master what is not known, and excuses student from what is known.
- Designs appropriately enriched or accelerated activities that provide challenge for the learners who have had their curriculum compacted.

Gen Ed Classroom – Based Services/Programs

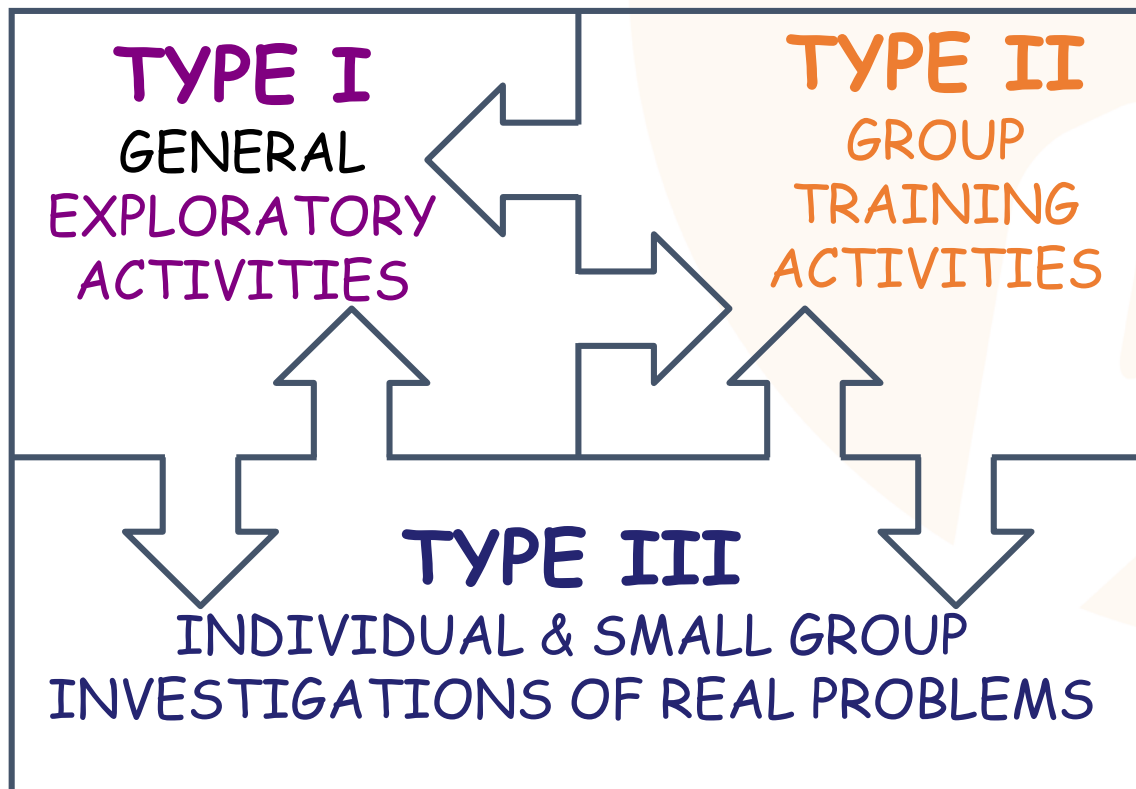
Differentiated Instruction



HIGHLY CAPABLE SERVICES

Gen Ed Classroom – Based Services/Programs

Enrichment



WHAT ARE WE ASKING YOU?

Approve the **Joint Operating Agreement (JOA)** between Seattle Public Schools (SPS) and Technology Access Foundation (TAF);

Waive, with respect to Washington Middle School, the provision in **Policy No. 2190**, Highly Capable Services & Advanced Learning Programs, that a “self-contained cohort option is available in grades 1-8”; and

Amend the Student Assignment Transition Plan for 2020-21 to include language that the STEMbyTAF model at Washington Middle School will be implemented beginning in the 2020-21 school year, and that starting in fall 2020, Highly Capable (HC) services for 6th grade students at Washington Middle School will be provided in a blended model rather than the cohort model.



QUESTIONS?