

Letter of Agreement

By and Between

Federal Way Public Schools, District #210

And

Federal Way Education Association-Educational Support Professionals

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

**Add section 4.5.1: Safety Committee Representation, Compensation and Responsibilities:**

- A. An ESP representative will be appointed by the association at each school site by September 15.
- B. ESPs will be paid their appropriate hourly rate if the meetings happen outside the work day or will be approved for extra/overtime to complete their regular work outside the work day, if the meetings are held within their regularly scheduled hours. Section 10.1 of our FWEA-ESP CBA states, in part, "The employee and the employee's supervisor may agree in writing to pre-approved events or activities that would generate overtime."

Secretaries who attend Safety Committee meetings during the work day are approved to work overtime or extra time equal to the amount of time spent in the committee during the work day.

- C. Responsibilities: Per the WAC, "Meetings should be one hour or less, unless extended by a majority vote of the committee." We recommend that for at least the first three (3) months of the year, meetings be at least monthly (recognizing the committee decides the frequency and duration, and the committee could decide on multiple shorter meeting).

D. In the meetings, team members will:

- i. Understand the safety protocols
- ii. Understand how the safety protocols are implemented in their building
- iii. Select a chairperson
- iv. Review safety and health inspection reports to help correct safety hazards.
- v. Evaluate the accident reports investigations conducted on site since the last meeting to determine if the cause(s) of the unsafe situation was identified and corrected.
- vi. Evaluate your site implementation of district workplace accident and illness prevention program and discuss recommendations for improvement, if needed, and discuss health and safety concerns submitted to the principal since last meeting (pursuant to FWEA CBA Section 9.1.C.2.I)
- vi. Maintain an agenda, minutes, accident report log resolution, and document attendance. Minutes from Safety Committee meetings will be available to all building staff.
- vii. Submit minutes and accident report log to district Risk Management Team and Association leadership.
- viii. If concerns cannot be resolved within the Building Safety Committee, they will be resolved through Labor Management.
- ix. If safety protocols are not being followed or if the implementation of the protocols at our site is not working, concerns will be reported to the principal by submitting the online form and concerns will be discussed in the safety committee meeting and included in the minutes. The reporting form will also be sent to all members of the Safety Committee.

**Add section 4.8.5**

Office managers will be sent a weekly communication containing relevant updates, including pertinent items pulled from district leadership communications, for their work.

In order to support Office Managers in their work so that they can provide informed customer service, the district will make every effort to communicate with Office Managers as much in advance as possible prior to communicating with FWPS families regarding items that may impact the work at the school.

Time during role specific monthly ESP meetings will be dedicated to address implementation of services, with input on content from attendees.

Approximately 20 minutes will be set aside for questions and answers brought by ESPs.

**Amend Section 9.10 as follows:**

The District will allocate **4,000** hours **available to use beginning August 1** each year of the contract to building sites. **Hours will be allocated according to student FTE formula, based on budgeted enrollment, to deal with peak workload and workload related to absences unfilled by a substitute.** Overload hours will be recorded on a timesheet, **with appropriate account code,** and forwarded to Human Resources. **Overload hours necessary to complete tasks set aside due to unfilled substitute positions need to be approved in accordance with section 10.1.**

**Add section 10.6: Overtime Authorization for interpretation / translation**

For interpretation (spoken)/ translation (written) tasks outside of the job description, Language Link will be used as the primary resource. Requests for staff to interpret or translate need to be directed to an administrator. If an administrator requests an ESP to interpret or translate for tasks outside of their job description, and the staff member agrees, the staff will be authorized for overtime equal to the amount of time spent in interpretation/translation.

**Per the Letter of Agreement signed September 11, 2020 add Section 12.9: Paid Family Medical Leave:**

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

Any paid leave used concurrently with PFML will be considered a supplemental benefit under the terms of PFML. Staff members who supplement PFML with paid leave will utilize paid leave in full day increments and provide the PFML documentation required per the jointly agreed to District protocols. Staff choosing to use the supplemental benefit must use it

from the commencement of the PFML leave in consecutive days and inform the district how many days of supplemental benefit they intend to use.

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

The District will annually notify employees about the benefits available under PFML. Employees are responsible to file claims with the ESD, and PFML payments will come from the ESD.

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

**Per the Letter of Agreement signed December 9, 2019, delete current language in sections 13.1, 15.4, and 22.1 and replace Section 13.1 as follows:**

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

1. SEBB Benefits - Benefits offered by SEBB currently include, but are not limited to, medical, dental, vision, long-term disability, life insurance, a Medical Flexible Spending Arrangement (FSA) and a Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for medical insurance.
2. Eligibility - Employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All hours worked during the school year shall count for purposes of establishing eligibility. Except for paid holiday hours, paid leave hours shall count towards eligibility for benefits under this section. Employees who are hired late in the year but are anticipated to work 630 hours or more the following year are eligible for coverage under conditions defined by the SEBB, as codified in WAC 182-31.

3. **Benefit Enrollment/Start** – Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours annually), except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.
4. **Continuity of Coverage** – When a new employee to the district was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year with the new employer. If an employee was not anticipated to work 630 hours, in a school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.
5. **Effective Date of Resignations.** When an employee eligible for SEBB benefits separates from employment after completion of the employee's full school-year contract obligations, the separation will be effective August 31 unless the employee terminates the employment relationship with a specific earlier date. In this case, eligibility for the employer contribution ends the last day of the month in which the school employee's resignation is effective. Employees who are retiring may wish to check with Department of Retirement Systems (DRS) and/or Health Care Authority (HCA) to explore impacts of retirement dates.
6. **Declining Coverage** –An employee may decline medical coverage through the SEBB within the required SEBB timelines, and following SEBB protocols, and therefore not have any payments or premiums deducted from their paychecks for this purpose.
7. **Appeals** – Eligibility, enrollment, and surcharge decisions, including those described in paragraphs one (1) through six (6) of this section, may be appealed through the process described in Chapter 182-32 WAC, not the grievance procedure of the collective bargaining agreements between the District and FWEA, unless the remedy provided by the SEBB administrative appeal process does not fully compensate the employee for reasonable out of pocket costs resulting from the district's incorrect eligibility, enrollment, and surcharge decisions.
8. **Compliance and Legislative Changes** – All provisions of the implementation of these understandings shall be interpreted and applied consistent with the rules and regulations of SEBB. If the Washington State Legislatures changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially

changes the medical coverage provisions, either party may initiate a reconvening to align shared understandings with current regulations

**Per the Letter of Agreement signed August 9, 2019, amend Section 16.6 as follows:**

The District will post all open bargaining unit positions with the exception of vacancies covered by Sections 16.5 and 16.12 and temporary vacancies due to leaves of absence. Positions shall be posted internally for five (5) days.

**Amend Section 23.1 as follows:**

The ESP Professional Development Committee shall be created for the purposes of identifying the professional development needs of the members, training options, developing training schedules that are flexible and accessible, **and reviewing training handbooks and recommending changes.**

a) The ESP Professional Development Committee shall be composed of not less than four (4) members, two (2) from ESP and two (2) from management. The Association and Management can mutually agree to expand committee membership to meet committee needs.

b) The committee will conduct an annual needs assessment survey **annually.**

c) **The committee will determine meeting frequency and schedule, with a minimum of one meeting each year. Meetings will be scheduled and agreed upon by October 15<sup>th</sup>.** The committee will develop a list of training and classes based upon the needs assessment. The training opportunities will include but not be limited to training related to **equity, PBIS, RP, SEL, and ACES. If committee meetings are held during the day, a substitute will be provided, and if the meeting is held outside of work hours, members will be compensated at the appropriate hourly rate.**

d) The ESP Professional Development Committee shall be charged with developing a training schedule that is flexible and accessible. The Committee, when developing the schedule, will consider workday, evening, and weekend options.

**e) At least once each year, the committee shall review Training Manuals for ESPs, such as the Office Manager Handbook, recommending changes to better support ESPs in their roles. The committee will also review and give recommendations for a common electronic storage location for digital files.**

**f) Beginning in August 2021, the district will host a retreat for all ESPs. It will be held in 2 sessions to allow all ESPs to attend, and buildings to remain open. The goal of this time will be to introduce and refamiliarize ESPs with the information they will need for the coming school year. Time will be provided for question and answers. Annual notification regarding the availability of ESP mentoring opportunities will be provided during the retreat.**

**During the final ESP meetings (for each applicable position) of each school year, the district will seek input from ESPs to inform the topics covered in the ESP retreat for the following year. During the summer of 2021, a small team of FWEA appointed ESPs will provide this input regarding the agenda for the August retreat.**

**Amend Section 23.4 as follows:**

The District agrees to provide a Mentor Program for employees subject to the following guidelines:

- 1) **The district will make all new employees aware of the program, letting them know that an employee or supervisor may request mentor assistance from other employees of the District for skills required for the employee's position.**
- 2) The request will include the following:
  - a. Skills training that is needed,
  - b. Site-specific programs for which training is needed (e.g.,SFA),
  - c. Number of hours requested, and
  - d. Location.
- 3) The employee or supervisor requesting mentor assistance will forward a request to the Director of Human Resources or designee for approval.

4) Human Resources will give priority for funding to employees in the following situations:

- a. New employees to the District,
- b. Those who have experienced a radical change in level or position.

5) The District has an obligation to fund mentor assistance for up to five percent (5%) of the membership per year. Requests made by the supervisor or by an employee who was involuntarily transferred will not count as part of the five percent (5%) mentoring commitment.

6) The Association will provide training for current **or former** employees willing to become mentors. The Association will provide Human Resources with names of members who complete the Mentor Assistance Training Program.

7) Mentors will be paid \$25.00 per hour **or their hourly rate, whichever is higher**, up to a maximum of eight (8) hours for mentoring per approved mentor request.

8) Employees who receive mentor assistance may use Professional Development Hours for assistance received outside of the employee's scheduled workday, up to a maximum of eight (8) hours.

**9) In lieu of mentoring outside the workday, mentees are eligible to request up to 8 hours of job shadowing at a district site with a mentor who works in the same job classification. The job shadow shall be mutually agreed to by the mentee, mentor, and both supervisors. Mentors will be eligible for up to four (4) additional hours of pay to mitigate impacts to personal workload. A substitute will be provided to assist mentee's home site workload during the job shadow.**

**Per the Letter of Agreement signed August 9, 2018, amend Section 28.4 as follows:**

In the event that a school cannot fill the posted certificated librarian position by September 1, the school will receive two (2) additional hours of secretarial generalist time per day until that position is filled. These hours can be assigned to a current secretary at the school provided that the increase does not cause the person's daily assignment to exceed eight (8) hours. In the event that the certificated librarian position is filled, the resultant reduction of secretarial hours will not constitute a reduction in force or a displacement.



**Per the Letter of Agreement signed November 27, 2018, add section 28.6 with the following language:**

Staff members covered by the FWEA-ESP CBA will be eligible for the following annual education stipends:

- Associates Degree: \$750
- Bachelor's Degree or higher: \$1250

For staff members who start after September 1 and qualify for the stipend, the amount will be prorated based on the number of days worked.

For staff who are scheduled for fewer than four (4) hours per day, the amount of the stipend will be prorated based on the number of hours scheduled daily.

The degree must be awarded by October 1. Official Transcripts must be received in Human Resources by October 25. The Stipend will be paid on the November paycheck.

Staff members with who have not yet earned a Bachelor's degree are eligible to receive up to \$200 reimbursement annually for tuition for a completed credit-bearing class at an accredited college or university.

**Exposure to COVID 19 on site:**

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

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

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

- A. Additional disposable masks to allow for double masking.
- B. One KN95 mask per week
- C. Disposable Gloves

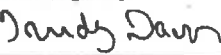
D. Staff who medically need a greater level of PPE than listed above, may apply for an accommodation through HR for that PPE

**Compensation:**

- Process a retroactive increase for the 2020-21 school year in the amount of 3.5% for all positions and adjust 2020-21 salary schedule to reflect the 3.5% increase in base pay for all cells.
  - Retroactive payment will be for all regularly assigned work (Does not include vacation or timesheet pay)
  - In order to provide earlier access to retro payment and to ensure a successful closeout of the fiscal year, payment will be processed on the July paycheck for all staff still in pay as of that date.
  - In order to process the retroactive payment, agreement must be ratified by July 6, 2021 and approved by the board by July 13, 2021.
- Increase all base salaries by IPD for the 2021-22 School year

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