

**Letter of Agreement**  
**By and Between**  
**The Federal Way School District**  
**and**  
**The Federal Way Education Association**  
**Agreement Regarding Terms of Employment and**  
**Delivery of District Services Impacted by the COVID-19 Crisis**

Based on the necessity to implement a remote model of instruction and prepare for a hybrid model that includes some face-to-face instruction, amid the COVID-19 pandemic, the parties have entered into this Letter of Agreement to address the impacts of the selected instructional model and state requirements. The parties share a commitment to health and safety, equity, and effective instruction, and to ensuring that all staff can successfully support the education of all students. Our goal is to learn and grow together and to continue to deliver high quality learning opportunities for our students; we understand that will all require patience and understanding throughout this process.

**1. Health and Safety:**

District wide health and safety protocols will be designed and implemented to comply with guidance in alignment with Public Health South King County, CDC, Labor and Industries, and OSPI. Strict compliance with all relevant District safety and health rules will be an essential function of each employee's job.

- a. Staff will be trained on health and safety protocols prior to implementation.
- b. The district will communicate DOH guidelines regarding return to school to families.
- c. The district will communicate information regarding possible COVID exposure as directed by the Department of Health.
- d. Prior to return to in-person, face-to-face instruction, staff may request to physically review their work space and the appropriateness of available PPE for in person instruction, with their building administrator. Concerns about whether a staff member's assigned space meets current safety guidelines or regarding the appropriateness of available PPE will first be brought to the principal or supervisor for resolution. Each site will have "a reporting system for health and dangerous building conditions" as part of their safety plan (pursuant to section 9.1.C.2.I of our CBA).
- e. Potential barriers to proper social distancing will be identified and proactively resolved prior to students returning to the school building.
- f. Any updated information regarding restraint and isolation policies and procedures will be provided to all relevant staff prior to beginning face-to-face instruction. In accordance with current practice, following each incident of restraint or isolation, the team involved in the incident, including building administration, will meet to debrief and determine next steps in line with health and safety guidelines.
- g. Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or the workplace safety committee. Such employees may in limited circumstances also have recourse through the Department of Labor & Industries under WAC 296-360-150.
- h. Prior to full hybrid model implementation, screening procedures and responsibilities will be reviewed by the district and association and modified as necessary, in alignment with Department of Health guidelines at that time.

- i. Each site will have multiple staff members trained to complete health screenings. Required screenings will be balanced among trained staff.

## **2. Compensation:**

Employees on contract will continue to be compensated under the terms of the Collective Bargaining Agreement through the duration of their contract or employment, whichever ends first. There shall be no reduction of compensation for any supplemental contract already in place, as a result of the school closure(s) related to Coronavirus/COVID-19 so long as the work related to the contract is appropriately adapted to the learning platform or assignment. Co-curricular stipends tied to duties that are not able to take place this year will not be dispersed. District-based stipend funding levels will continue at rates equivalent to the previous year if still budgeted and the work can be adapted. Building-based stipends will be determined through the process described in section 14.6 of our current Collective Bargaining Agreement.

## **3. Staff Meetings:**

The parties agree that current agreements in section 7.2.A.2.d or our CBA regarding content, development, time, and frequency of staff meetings remain applicable.

Staff meetings will be held remotely until a return to full in person operation.

## **4. Incomplete Contracts:**

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

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

## **S. Recording of lessons:**

As part of our commitment to equity and as a universal measure of support for students and families, during remote instruction, classroom teachers will provide video recording of synchronous instruction launching their lesson, inclusive of unpacking the learning target, key vocabulary, success criteria and direct instruction for that day's learning. Recordings for students and families could be provided through live Zoom recordings, pre-recorded video, or narrated slide shows.

Pre-recorded videos or PowerPoints should not supplant, but rather enhance, synchronous live instruction.

Recordings will be made available via Canvas by the end of the next school day to ensure students and families have access to instruction when absent or when there is a need to revisit content or support learning.

Instructions on how to use Zoom functionality regarding recording and posting will be developed and distributed by the district. Instructions will include how to record, while ensuring students are not on the video, and without a staff requirement to edit video content.

Videos may be used as artifacts for evaluation if submitted by a teacher.

## **6. Work Location:**

Unless the building is closed by the Department of Health or governmental mandate, all staff can access the building, and must follow all applicable health and safety guidelines. When staff are working on-site, they may not bring other family members on-site.

When working remotely, their chosen location must allow the staff member to report to the worksite within at most 24 hours, unless they are working remotely as an accommodation. If staff are asked to report, and cannot within 24 hours, they will communicate with their supervisor to arrange a mutually acceptable time frame.

Until the completion of the 9-day count, all building ESPs will work onsite assisting the public and completing tasks critical to the opening of school. After the 9-day count, ESPs will be authorized by their supervisor to work remotely on rotation, to the extent that there is remote work available and the building has sufficient staff to serve the public.

During remote instruction, certificated staff members may choose to work either on-or off-site so long as they can maintain a comparable level of instruction and work completion at their chosen work location, unless directed to be onsite as described below. They should consider such factors as safety, access to materials, and internet availability.

During remote instruction, if the District determines that a staff member has work that can only be completed onsite, the staff member's supervisor will provide an explanation for requiring onsite work and the supervisor and employee will collaboratively identify what work the employee can accomplish remotely and how much time will be needed on site. If the staff member has qualifying conditions or circumstances that prevent them from reporting to work when required, they can work with HR to request accommodation as listed in this agreement. When scheduling onsite work (such as providing support to staff, students, or community that cannot be done remotely; or work involving school

records that cannot leave the site), the District will follow applicable health and safety guidelines regarding the number of employees working in a shared space. Alternative working locations at the building site may also be arranged.

## **7. Professional Development:**

In alignment with the Washington State Reopening Plan requirements, staff will be provided increased professional development to support effective instruction in a remote or hybrid environment.

### **A. Professional Development During the Contracted Day:**

The full remote and hybrid schedules provide one hour per week of professional development during the contract day, in lieu of time allotted in the CBA through Early Release (7.2.A.1.1.3), and in addition to the supplemental PD days (7.3.B).

25% of this time will be designed by the district and 50% by the building administration in coordination with the SLT in alignment with SIP. The remaining 25% will be at the discretion of the individual staff member for self-directed professional development and implementation and communicated to the supervisor.

Schedule as indicated on attached calendar:

Following current CBA Language, specialists can work with their supervisors if the provided training is not applicable to their job roles.

### **B. Supplemental Work Days:**

Additionally, one (1) of the four (4) supplemental work days "intended to provide training and in-service" as described in section 7.3.B.1 of our CBA will not be used for training for the 2020-21 school year, but will be allocated for additional planning and implementation time, at the discretion of the individual.

## **8. Professional Learning Communities:**

In alignment with the Washington State Reopening Plan requirements, staff will be provided time for staff collaboration through PLCs, using the definitions and parameters in section 7.2.A.I, except as indicated below. The CBA parameters for specialists and PLCs remain in effect.

The full remote and hybrid schedules provide one hour per week for Professional Learning Community (PLC) team meetings, during the contract day, in lieu of PLC time provided in the CBA as part of Early Release and the responsibility contract (7.2.A.I). Staff whose PLC consists of members across different sites, can adjust when they meet for PLCs, provided they communicate with their supervisor and principal and the meeting time does not conflict with other building meetings or PD. ESPs will continue to have PLCs following the rotations in section 4.8.1 as closely as possible.

PLC teams can choose to meet remotely or in person, provided that locations are communicated to the principal.

## 9. Planning Time:

Each staff will be allocated planning time as defined in section 7.2.A.1.a of our CBA. If an educator is not allocated planning time during the synchronous students day, the teacher's asynchronous teaching responsibilities will be modified so that their total synchronous and asynchronous instructional time will be in line with educators who receive planning time during synchronous teaching. The principal and teacher will meet to review support available for impacted students.

## 10. SEL/CCR Time:

SEL (Social Emotional Learning) Focus time will be part of an educator's instructional hours as defined in section 7.2.A.1.b of our CBA. The district will provide curriculum guides and suggested resources to teachers to support lessons on SEL covering the span of the school year. Additionally, the district will continue provide CCR (College and Career Readiness) lessons and resources for secondary schools. SEL and CCR resources will adhere to the Curriculum Implementation and Support section 7.2.A.2.h.

## 11. Evaluation:

The District shall engage in certificated educator evaluations for the 2020-21 school year, as described in article 5 of the FWEA CBA and Article 18 and Appendix B of the FWEA-ESP CBA, amended as listed below. Should any guidance from OSPI regarding the impacts of school closures on evaluations conflict with the agreements above, the parties will resolve through labor management.

### A. Certificated Evaluations:

1. In alignment with recommendations from OSPI's Evaluation Workgroup:
  - a. First year provisional *staff*, staff who scored basic overall last year on comprehensive evaluation, and *staff* in their probation assessment year, will be evaluated on all eight criteria.
  - b. Staff who are scheduled to rotate to comprehensive and were proficient or higher overall last year, and continuing staff who have transitioned to a new evaluation tool-such as a teacher moving to instructional coach which has a different evaluation tool will be evaluated on a simplified Comprehensive evaluation, collaboratively choosing two criteria in which they were scored basic or need professional growth.
  - c. All other certificated staff will be on Focus for the 2020-21 school year.
2. Students Growth Goals: As indicated in our Collective Bargaining Agreement, certificated *staff* members will utilize the Self-Assessment to determine an area of focus for the 2020-21 school year. The District and Association agree that Professional Learning Communities (PLCs) will be especially essential during the 2020-21 school year, and so encourage classroom teachers on Focus who are working on a criterion other than 3 or 6 to use the Students Growth goal language from criterion 8 to establish Students Growth Goals with their PLCs.

3. For the purpose of gathering evidence, "classroom or worksite visits" will include virtual classroom spaces (synchronous or asynchronous) when the teacher is working virtually. Conversations between the staff member and evaluator to gather evidence may be conducted in a virtual manner.
4. The District and the Federal Way Education Association shall review the Remote Learning Guidance document related to the components of the CELSD+ Framework for Teaching to be used by evaluators who observe online or hybrid instruction, and incorporate how the CEL SD+ indicators show up in a remote environment into the joint training described in section 5.4.A of our CBA.
5. The District will train all evaluators in what CEL SD+ indicators and extension questions for self-contained Special Educators may look like in the remote environment before any educator is engaged in an observation.
6. In accordance with section 5.4.A, all staff will be trained on the evaluation process and how the indicators may show up in the remote teaching environment.

B. ESP Evaluation:

1. During the 2020-21 school year, ESP members will begin using the newly created ESP Evaluation.
2. If an ESP member is involuntarily assigned work outside of their current job description, the completion of that work will not impact their evaluation during the 2020-21 school year.
3. The District and Federal Way Education Association will review the "look fors" that have been created for this new Evaluation to determine which need definition related to the realities of the changes presented by remote learning and hybrid learning situations; those "look fors" will be collaboratively written.
4. The District will train all evaluators in the added "look fors" before any ESP member is evaluated.
5. The District will provide training to all ESP members during the work day (or compensate participation in training) in a variety of modalities to ensure all ESP members understand the "look fors".

12. Special Education:

A. Understanding and Implementing State Guidance regarding Special Education

The District will create a guidance document to help all special education staff develop a shared understanding of state guidance and provide staff clear criteria along with timelines for completion of new work related to spring COVID-19 closures and fall 2020 reopening. Training and review of this document will occur during the August Professional Development Students Support Summit. Additionally, student support services will hold regular optional meetings to answer questions.

B. Time

The district will provide special education staff (classroom and itinerant) dedicated time during the September 8<sup>th</sup>-9<sup>th</sup> orientation dates for staff to meet with families.

- C. Itinerant Provisions  
Itinerant staff may elect to create an individual Canvas page but will not be required by the district to do so. They may also request access to the canvas pages of classroom teachers to upload materials.
- D. Access to Accommodations and Modifications for Students Requiring Special Services  
The SSS department will publish a document illustrating how to access to IEP at a Glance, IEP documents and 504 plans for relevant staff members.
- E. Workload Impacts  
The impacts of OSPI guidance may increase workload requirements for the 2020-2021 school year.

Full-time special education staff members (classroom and itinerant) will be granted a stipend of \$600 or 3 additional substitute days, above the amount granted in the current CBA, for use during the 2020-2021 school year. Days will be pro-rated for staff who work less than a 1.0 FTE. Staff may elect to use substitute days in ½ or full-day increments. When use of these days is exhausted, staff will follow the process in Sections 10 and 12 of our CBA, and will work with their supervisor to address workload concerns. Workload concerns that cannot be addressed at the building level, should be brought to Student Support Services, and then to Labor Management.

If, during the 2020-2021 school year, additional or updated special education guidance is released at the state or federal level, the guidance will be reviewed within SEAC/ LMC to identify and resolve additional workload issues.

- F. Completion of In-Person Evaluation and Assessment  
Decisions regarding the need for in person assessment will be made by the building IEP team and all relevant members. If in-person testing is deemed necessary for completion of an evaluation, and the staff member responsible for the evaluation has an accommodation for remote only work, the program manager or supervisor will arrange to have another staff member complete that testing. In order to maintain equitable workload, the staff member with an accommodation for remote work, will complete remote testing for another student from the other staff's caseload.
- G. Face to Face Instruction  
While schools remain in full remote operation, special education services, along with extension and enrichment services for students with special education needs may be provided using our existing remote platforms and structures, if deemed appropriate by the IEP team. If an IEP team determines in person services are necessary, based on data as described in the Continuous Learning Guidebook, priority will be given to those services which cannot be replicated remotely.
- H. Additional Supports  
While we are in full remote status, documentation for IEP meetings that are held remotely, may be submitted to SSS electronically.

After the 9-day count, staff member(s) at each building will be identified to support scheduling of IEP meetings, sending notifications, scheduling interpreters, and submitting compliance documentation (if synergy permissions can be worked out).

**I. Assistive Technology**

The Assistive Technology Team will communicate the list of approved assistive technology tools and supports for students during the August 2020 SSS Summit. Review of the process for requesting assistive technology and supports will also be provided.

Assistive technology and augmentative and alternative communication devices and supports specified in a student's IEP will be followed and required devices, apps, etc. will be purchased and disbursed as soon as possible in compliance with special education and IDEA mandates and law.

**J. Scheduling**

When cohort groupings represent a scheduling difficulty for an individual special education staff member or IEP team, the team or staff member should reach out to their building administration who can address with program specialist as needed.

Special Education staff whose PLC consists of members across different sites, can adjust when they meet for PLCs, provided they communicate with their supervisor and principal and the meeting time does not conflict with other building meetings or PD.

Special Education staff may work with their supervisor to create a flexible daily schedule to meet the needs of students and families, provided it doesn't impact synchronous instruction or scheduled SDI. The flexible schedule will maintain but is not meant to exceed the contracted hours for the employee.

**13. Workload Impacts:**

District will communicate the methods by which staff can give input, *offer* suggestions and feedback, and make requests regarding use and functionality of digital platforms.

To provide an environment of high support to those who are teaching courses which fall outside of their previous teaching position during the 2020-2021 school year, the teacher may request support, including but not limited to the following:

- A. Learning Library (organized by district and/or association)
- B. Professional Development
- C. Coaching support
- D. Class visitations (release time)
- E. Release time for peer support
- F. Consultation with, and/or support from, a colleague trained in the subject.

Labor Management Committee (LMC), and Special Education Advisory Committee (SEAC) which operates as a sub-committee of LMC, will regularly monitor and address workload impacts of the instructional model and digital platform requirements, identify and resolve unaddressed or unforeseen issues involving health and safety of staff and students, and other issues related to agreement management.

#### **14. Leaves and Accommodation:**

COVID-19 presents unique health, family, disability and staffing challenges for the District and its employees. The following provisions are included to provide clear, objective, and practical options for the District and the employees facing those challenges. In all cases, strict compliance with all relevant District safety and health rules will be an essential function of each employee's job.

Current leave provisions in the Collective Bargaining Agreements (CBA) remain in effect, along with current relevant policies. Unless assigned to remote location as an accommodation as described below, staff who are unable to meet the work location requirement of this Letter of Agreement, or who cannot fulfill their job responsibilities that day (For example, cannot teach online or in person due to illness), must take appropriate and available leave, pursuant to our CBAs.

Note: Benefit and leave options listed below do not indicate the order of required use.

##### **A. Employees with COVID-19/Suspected COVID-19:**

Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

1. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below, unless the employee opts not to supplement;
2. Wellness leave;
3. Shared leave;
4. Vacation leave (only available under the terms of the ESP CBA);
5. Washington Paid Family Medical Leave (PFML);
6. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
7. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
8. Unpaid leave of absence for the period of the temporary disabling condition;
9. Long-term disability benefits; and
10. Unemployment benefits.

## **B. Employees Quarantined Due to Possible Exposure to COVID-19:**

Employees who have been advised by a public health agency to quarantine at home due to possible exposure to COVID-19 may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

1. Alternative assignment for work/services which may be provided from home, if available (see paragraph I below);
2. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by (a) paid administrative leave if the quarantine was due to reported exposure at a District work site; or (b) other paid leaves identified below if the quarantine was due to reported exposure elsewhere, unless the employee opts not to supplement;
3. Paid administrative leave if the employee has exhausted EPSL, an alternative work assignment for work/services provided at home is unavailable, and the quarantine was due to reported exposure at a District work site;
4. Wellness leave;
5. Vacation leave (only available under the terms of the ESP CBA);
6. Unpaid leave of absence for the period of the quarantine; and
7. Unemployment benefits.

## **C. Employees Caring for Someone with COVID-19/Suspected COVID-19:**

Employees who are caring for an individual who is subject to quarantine because that individual has been diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

1. Alternative assignment for work/services which may be provided from home, if available (see paragraph I below);
2. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below, unless the employee opts not to supplement;
3. Wellness leave;
4. Shared leave;
5. Vacation leave (only available under the terms of the ESP CBA);
6. Washington Paid Family Medical Leave (PFML);
7. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
8. Unpaid leave of absence; and
9. Unemployment benefits.

#### **D. Higher Risk Employees:**

Employees who are at higher risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation 20-46 and who are expected to report to the worksite may choose to access any or all of the following benefits for which they are eligible under the terms of the applicable collective bargaining agreement (CBA) or law:

1. Alternative assignment for work/services which may be provided from home, if available (see paragraph J below);
2. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below, unless the employee opts not to supplement;
3. Wellness leave;
4. Vacation leave (only available under the terms of the ESP CBA);
5. Unpaid leave of absence; and
6. Unemployment benefits.

#### **E. Higher Risk Individual in the Employee's Household:**

Employees who themselves are not at higher risk but have someone in the household who is at higher risk of severe illness or death from COVID-19 and who are expected to report to the worksite may choose to access any or all of the following benefits for which they are eligible under the terms of the applicable collective bargaining agreement (CBA) or law, provided that a health care provider has advised the person in the household to stay home or otherwise quarantine due to having COVID-19 or being high risk as that term is defined by the Governor's proclamation:

1. Alternative assignment for work/services which may be provided from home, if available (see paragraph J below);
2. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below, unless the employee opts not to supplement;
3. Wellness leave;
4. Vacation leave (only available under the terms of the ESP CBA); and
5. Unpaid leave of absence.

#### **F. Employees with Children Impacted by School Closure:**

An employee who must care for the employee's child because of a school closure or unavailability of the care provider due to COVID-19 precautions and who are expected to report to the worksite may choose to access any or all of the following benefits for which they are eligible under the terms of the applicable collective bargaining agreement (CBA) or law:

1. Alternative assignment for work/services which may be provided from home, if available (see paragraph J below);

2. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below, unless the employee opts not to supplement;
3. Emergency Family and Medical Leave (EFML) under the FFCRA (partially unpaid, and partially paid at 2/3 regular wages up to a maximum of \$200/day) with supplementation up to the employee's regular daily salary by other paid leaves identified below, unless the employee opts not to supplement;
4. Wellness leave;
5. Vacation leave (only available under the terms of the ESP CBA); and
6. Unpaid leave of absence.

G. Employees Who Cannot Wear a Mask or Other Required PPE:

An employee whose assignment requires work at a District work site and who cannot wear personal protective equipment (PPE) required for the employee's assignment, including but not limited to a face mask, may choose to access any or all of the following benefits, for which they are eligible, upon presentation of appropriate documentation from the employee's health care provider and under the terms of the applicable collective bargaining agreement (CBA) or law:

1. Alternative assignment for work/services which may be provided from home, if available (see paragraph J below);
2. Wellness leave;
3. Vacation leave (only available under the terms of the ESP CBA);
4. Unpaid leave of absence; and
5. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).

H. Employees Who Otherwise Choose to Not Work at a District Work Site:

An employee whose assignment requires work at a District work site and who does not fit within the conditions of paragraphs A-G above, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

1. Alternative assignment for work/services which may be provided from home, if available (see paragraph J below);
2. Vacation leave (only available under the terms of the ESP CBA); and
3. Unpaid leave of absence.

I. Alternative Work Assignments Provision One:

When an employee's regular 2020-21 assignment requires work/services at a District work site and the employee cannot work at a District work site on a temporary basis due to conditions under paragraphs 14.A,B, and C above, the District will attempt to accommodate these circumstances by assigning the employee to available work that can be provided remotely from home on the condition that the employee is qualified, prepared and willing to provide such services. When choosing from among multiple

employees for the same available assignment, the District will prioritize employees in the following order:

1. Employees who hold the appropriate training, licensing, endorsement (or out-of-endorsement waiver) or other qualifications for the position;
2. Employees with COVID-19/suspected COVID-19;
3. Employees quarantined due to possible exposure to COVID-19; and
4. Employees caring for someone with COVID-19/suspected COVID-19.

If two or more employees qualify for a temporary assignment under the priorities above, the District will award the assignment on the basis of seniority.

J. Alternative Work Assignments Provision Two:

When an employee's regular assignment requires work/services at a District work site and the employee would prefer to not work at a District work site for the 2020-21 school year due to conditions under paragraphs D through H in section 14 of this document, the District will attempt to accommodate these circumstances by assigning the employee to available work that can be provided remotely from home on the condition that the employee is qualified, prepared and willing to provide such services. When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:

1. Higher risk employees;
2. Employees who cannot wear a mask or other required PPE
3. Employees with a higher risk individual in the employee's household as described above;
4. Employees with children impacted by school closure; and
5. Employees who would prefer to not work at a district worksite.

If two or more employees qualify for an assignment under the priorities above, the District will award the assignment on the basis of seniority. If a remote assignment is created and assigned to an employee with the expectation that it will continue indefinitely for the school year until a return to a full in-person educational model, the District will not be required to reassign employees previously awarded such assignments in order to accommodate remote assignments for other employees whose need for an alternative assignment arises later in the school year. Employees who accept an alternative assignment during the 2020-21 school year shall be considered to have been retained in their former assignment for the purposes of subsequent year (2021-22 school year) assignments.

K. Alternative Work Assignments Provision Three:

To maximize the District's options for meeting the educational, social and emotional needs of students in the unusual circumstances of the 2020-21 school year, the Association and District agree to the following limited opportunity for temporary reassignment of employees:

1. An employee may be temporarily assigned to provide services outside the employee's normal job description if work within the employee's job

description is unavailable due to the temporary closure of school facilities;

2. Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable) and prepared to perform;
3. Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
4. Such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's normal assignment;
5. Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description;
6. Such employees shall not be assigned job duties associated with job classifications with a higher rate of pay than the employee's rate of pay;
7. Such temporary assignments may, with advance notice to the Association, include a reassignment of employees (a) to work within the jurisdiction of another bargaining unit, or (b) from other bargaining units to work residing within the jurisdiction of this bargaining unit; provided, the other bargaining unit agrees to similar provisions, and further provided that union dues, if any, paid by the employee will continue to be paid to the representative of the employee's original bargaining unit;
8. The temporarily reassigned employee retains a right to return to the employee's original assignment upon resumption of normal school operations, subject to existing contract rights of the District to reduce the workforce and/or reassign employees within the same bargaining unit; and
9. This provision applies exclusively to the assignments and job duties of employees represented by this bargaining unit, unless agreed to by other bargaining units. Employees represented by this bargaining will not be assigned job duties performed by job classifications in other bargaining units without the agreement of any affected bargaining unit(s).

L. Request for Accommodations and Release from Contract:

- a. In order to provide instructional stability for all students, requests for accommodation for remote work or leave of absence, based on current known medical conditions or situations, as described in paragraph J above, should be made as soon as possible.
- b. Release from contract will be granted under policy 5280 for those with a medical reason or hardship as described in the policy.

M. Possible Limitations:

All the contractual, insurance and statutory leave benefits referenced above have specific rules or external agencies that govern their application, and the terms of this agreement will be interpreted consistent with those rules and agencies. Some of the leave entitlements may require documentation from a health care provider. The leave entitlements within the FFCRA (both EPSLA and EFMLA) currently expire December 31, 2020, and the parties agree to meet prior to that date to reconsider whether the leave entitlements above will be amended.

## **15. Elementary Specialist Rotation during Remote Instruction:**

Specialists teach one teacher's class at a time, same as other classroom teachers, in order to provide comparable class sizes. Specialist will have transition time between sessions.

Specialist rotation will include 4 slots, which allows for a more equitable distribution of students:

- PE
- Music
- Librarian/Counselor with an assigned para (Delivering district approved SEL curriculum). Delivery of instruction will be determined and directed by the counselor. Posting of synchronous lessons or videos and grading will not be a part of responsibilities associated with participation in the remote specialist rotation for counselors.
- LDT/Interventionist(s)

\*As a reminder, per our CBA, "Principals and Counselors will work together to set a schedule that prioritizes student support," and the parties recognize this conversation will be even more important during this time, and a similar conversation needs to be had with LDT and interventionists.

This specialist rotation is non-precedent setting and for the period of remote instruction only. Prior to moving to a hybrid instructional model, the parties will meet to discuss the rotation and negotiate the impacts.

Impacts of the full remote specialist rotation will be closely monitored through Labor Management.

## **16. Small-Group/Asynchronous Support:**

Wednesday Small Groups: Beginning in October, Wednesdays will contain designated time for students to receive small group instruction. Based on formative and summative assessment data, educators will identify students to join small groups for targeted intervention or enrichment. Duration of small group sessions will be dependent on student responsiveness to small group support, understanding that small groups typically are four to six weeks of targeted instruction based on demonstrated students learning needs. Group size may vary based on academic and developmental level of the students. Each school schedule allows for 5-6 small group sessions at 30 minutes each on dedicated Wednesdays. Teachers of AVID or advanced programs may use this time for providing program enrichment.

M/T/TH/F Small Groups/Asynchronous Support: Use of this time, as part of instructional hours providing small group instruction, formative assessment and feedback, and supporting asynchronous learning, will be determined and monitored at the building level. Concerns will be addressed through labor management.

Special Education Small Groups: For Special Education, small group time will be used to provide SDI minutes from the start of the year.

**17.Duration:**

This Letter of Agreement is in effect through the end of the 2020-21 school year or until school resumes full face-to-face instruction, whichever comes first.

  
\_\_\_\_\_  
For FWEA

September 9, 2020  
Date

  
\_\_\_\_\_  
For Federal Way Public Schools

September 4, 2020  
Date