

Letter of Agreement
Between
Federal Way Education Association
And
Federal Way Public Schools

FWPS and FWEA understand the public health situation may change during the 2021-2022 school year which could impact the COVID-related working conditions of FWEA-represented staff. This Letter of Agreement is drafted to serve the 2021-2022 school year. The parties agree to reconvene to come to an agreement on impacted sections if guidance from the state or DOH changes.

Throughout this document the following definitions are assumed:

- **Isolation:** Period of exclusion following development of symptoms or positive test result
- **Quarantine:** Period of exclusion following exposure to positive individual. At this time, DOH guidance states fully vaccinated individuals do not need to quarantine following exposure. Therefore, fully vaccinated staff will not be directed to quarantine.
- **Continuous Learning 2.0+:** the models for instruction when students are absent from in person instruction due to COVID-19 quarantine or COVID-19 illness.

Language Needs of our Diverse Communities:

In order to honor the language diversity that we serve, mitigate the work impacts on our ESPs and multilingual staff and in alignment to our preamble, the district will make every effort to ensure COVID notification and other critical notifications regarding quarantine and isolation are in the home languages of students and families.

Instructional Model:

The instructional model supporting COVID absences will draw upon lessons learned during remote and hybrid instruction keeping a lens on equity, access, and sustainability. While we begin in a full in-person model with health and safety protocols in place, there may be a need to return rapidly to remote instruction based on state and county health department guidance. The following will provide the foundation for our instruction supporting students who experience absence due to COVID. Educators are encouraged to work collaboratively whenever possible to support each other in meeting the needs of students accessing Continuous Learning 2.0+. Quarantined staff will make arrangement with their supervisor to ensure they have the necessary instructional tools to instruct from a remote location.

Learning Management System – CANVAS:

The minimum expectations of Canvas *when no students are accessing Continuous Learning 2.0+ are:*

- Home page: contact info, welcome message/video
- Recurring zoom link to Zoom room that will be opened at times described below.

Expectations of Canvas **when students are accessing Continuous Learning 2.0+ are:**

- Home page: contact info, welcome message/video
- Learning Targets and Success Criteria posted for the week and updated weekly
- Recurring Zoom link to Zoom room
- Secondary class start and end times posted
- Elementary instructional blocks start and end times posted
- Links to instructional materials
- Asynchronous activities (minutes mirroring classroom times as much possible) to support instruction during time of COVID related absence (e.g. News ELA, Myon, ARC bookshelf).

Continuous Learning 2.0+ for Individual/Small Group/Whole Classroom:

Individual Student(s) Quarantine:

- Learning Targets and Success Criteria posted for the week and updated weekly.
- Daily lessons posted to Canvas mirroring classroom times as much possible
- Hard copy instructional materials to include:
 - Curricular workbooks, independent reading text or text books
 - Individual lesson materials as needed
 - Teachers will work with their building admin to get materials to students
- PLC members can co-create common online asynchronous learning supports.
- 2 scheduled 30-minute office hours each week during planning or professional time communicated to building administration
 - Times for office hours will be posted on each teacher's Canvas page

Whole Classroom Elementary Quarantine:

- Synchronous live instruction via Zoom in alignment with the Remote Continuous Learning 2.0+ Schedule (70%)
- Small group/individual student supports for remaining 30% of daily instructional schedule

Whole Classroom Secondary Quarantine:

- **Quarantined class:** Synchronous live instruction via Zoom in alignment with the Remote Continuous Learning 2.0+ Schedule.
- **All other classes:** Students follow Individual Student Quarantine model.

Whole School/District Quarantines:

In the event a whole school or whole district quarantine is necessary, all students in the school/district will be assigned to Continuous Learning 2.0+ and will maintain instruction and learning by following a remote learning schedule that allows for 70% of daily instruction to be delivered live. Students will access their learning via Canvas and Zoom.

The model for whole school/district quarantine is as follows:

Continuous Learning 2.0+ for Whole School or Whole District

- Synchronous live instruction via Zoom in alignment with the Remote Continuous Learning 2.0+ Schedule (70%)
- Small group/individual scholar supports for remaining 30% of daily instructional schedule

- Any 70/30 schedule will, at a minimum, maintain the amount of daily planning time provided to individual staff members by the regular school schedule.
- Elementary staff will use their professional discretion to determine appropriate transition time from synchronous to asynchronous time in support of families.
- Secondary passing times will be 10 minutes.
- Elementary morning meeting/SEL/attendance blocks of 30 minutes will be provided to support the needs of students
- Learning Targets and Success Criteria posted for the week and updated weekly.
- Hard copy instructional materials to include:
 - Curricular workbooks, independent reading text or text books
 - Individual lesson materials as needed
 - Teachers will work with their building administrators for distribution of materials
- PLC members can co-create common online asynchronous learning supports

It is mutually understood by both parties that more breaks might be necessary when teaching in a fully remote format. Educators will use their professional judgement in providing age-appropriate breaks and supporting social emotional well-being during the pandemic. All staff will work on site unless the staff member is directed to quarantine or isolate.

Evaluation observations will not occur for the first ten days of Continuous Learning 2.0+.

Specially Designed Instruction:

Individual student quarantine: Synchronous/Concurrent instruction will be the primary modality, if feasible, given current staffing and ability to manage technology without impacting the ability to deliver instruction. If synchronous/concurrent instruction cannot be delivered, the following will be provided:

- SPED classroom teachers may utilize weekly office hours for SDI support and family check-ins, when needed.
- Asynchronous SDI activities will be provided to students via Canvas and/or hard copy instructional materials.
- Itinerant Services: For students whose service delivery model is individual therapy (technology will be provided) or small group therapy (and if their entire small group is not out on quarantine), students will be offered access to their regularly scheduled SDI minutes via the synchronous/concurrent learning model for their service. If families' schedules or circumstances prevent participation in zoom sessions, asynchronous activities will be provided via Canvas and/or hard copy instructional materials.
- Whole classroom/school quarantine: Students will receive access to their SDI minutes following the general education instructional model of 70/30.

Continuous Learning 2.0+ Implementation Supports:

Through the 2021-2022 school year, both parties agree that COVID-related absence planning supports are outlined below:

- **30 minutes** of the district and building early releases will be provided to staff for the maintenance of Canvas pages, to support the planning of concurrent learning activities, synchronous learning activities and asynchronous instructional supports as needed.

- **30 minutes** of PLC early release days will be provided to staff for the maintenance of Canvas pages and to support the planning for remote instruction and/or of asynchronous activities
- During non-early release weeks, teachers with students in quarantine/isolation may truncate their participation in previously scheduled 14-hours of PLC meetings held during that week (as referenced described in section 7.2.A.1.l.4) by up to 30 minutes.
- The March 11th 4+1 day will include three (3) hours of independent staff work time related to PD implementation (1 hour), workload relief (1 hour) and professional time responsibilities (1 hour) and four (4) hours of professional learning and a 30-minute duty free lunch.
- Transition to Remote Learning: One day of transition will be provided to transition to **Whole School/Whole District Continuous Learning 2.0+**. Students will engage in asynchronous learning designed by the teacher. (Ex: A class is quarantined starting on a Tuesday, that Tuesday would be Asynchronous.)

The building principal will notify the impacted staff member(s) (including itinerants and case managers) of the student out for a COVID related absence by the end of school day or the next morning (dependent on when status of absence is known) in order to support the preparation of needed instructional materials. The above-mentioned materials will be made available as soon as possible. Materials unable to be sent home with the student will be picked up via drive-through at the school and made available by the end of the next school day following notification to the teacher.

Extended Closures: The district will follow the guidelines and expectations set forth by the governor, OSPI and the DOH. FWEA and FWPS agree to meet to discuss potential impacts of the required mandates.

ESP Remote Support: ESPs will work on site unless the staff member is directed to quarantine or isolate.

- No ESP will be required to use their wellness leave as a direct result of a school-wide closure due to Covid-19.
- If an ESP is directed to quarantine or isolate and needs additional supplies to work at home, purchases need to be pre-approved by their supervisor and will be reimbursed upon presentation of receipt.
- ESPs will continue to access the additional compensated hours available in the CBA, including, but not limited to, overload, overtime, and comp hours. Throughout the year, LMC will monitor the availability of overload hours at each site and determine if additional supports are necessary.

The District and Association agree to convene a meeting within one week of ratification of this agreement to address ongoing impacts to ESP workload and working conditions such as health room coverage, non-negotiated changes to duties and responsibilities expected of the bargaining unit, workload impacts from the district school supply initiative, and other COVID-related impacts.

Nurses: The principal leads contact tracing protocols and family communication. In recognition of the critical role nurses provide in supporting a safe community during this time of COVID, building budgets will be utilized to support work outside of the regular work day. In the event that a nurse is called upon to conduct COVID related duties (i.e. support with contact tracing and family communication) which necessitates work outside of their regular scheduled work day, they will work in collaboration with their building principal to determine the appropriate hours to be compensated from the building budget at their per diem rate of pay.

For the 2021-2022 school year, the district is committed to the hiring of COVID para support position. There will be one COVID support para assigned to school sites. This position will be used to support on site testing and supervision of isolation rooms.

By October 15, the District and Association will meet to discuss support structures for building nurses and ESPs who work in schools with unfilled positions.

Community Gatherings for 2021-2022 School year: FWPS and FWEA agree to meet to discuss the format for Student Led Conferences and other meetings prior to October 15. Due to current DOH guidance, schools should not be planning for or scheduling any other large group or community gatherings at this time. We will continue to monitor the data and make modified decisions if and when needed.

Leaves:

In addition to the leaves available in the CBA, the following leave options are in effect for the 2021-22 school year.


The District and Association believe that the health of our community and the continuity of student support require us to generate unique leave and work options for this school year. In order to qualify for the work and leave options below, the employee will schedule a COVID 19 test at the earliest date possible.

- 1. Remote Work Request:** Staff who have developed symptoms preventing them from attending physically at work per DOH guidance, and are well enough to work, may request approval from their supervisor to work remotely. Approval of short-term (3 days or less) remote work should be generally approved for staff members. Once approved, the staff member will work remotely to accomplish the essential functions of their job. Said staff will utilize a "Temp Remote" code in Frontline and not be charged wellness during these occurrences.
- 2. Remote Work Not Available:** Staff who have developed symptoms preventing them from attending physically at work per DOH guidance (who are not approved to work remotely or are not well enough to work) and awaiting COVID 19 test results, will use available leaves under the CBA (example: Wellness). If the staff member tests negative for COVID 19, they can return to work when the DOH guidance permits.

3. **Close Contacts/Directed to Quarantine:** Staff who have been identified as a "close contact" and who have been directed to quarantine per DOH guidance, may request approval from their supervisor to work remotely if the essential functions of their job can be accomplished in a remote environment for the duration of the quarantine. If staff are not approved for remote work, the staff member will be on administrative/COVID leave for the first three days of their quarantine.
4. **Staff who Test Positive for COVID-19:** Staff who test positive will receive full pay and benefits through a combination of L&I benefits and supplementary administrative/COVID leave. Staff must file an **L&I claim under HELSA** and will have their worker's compensation claim supplemented by the district-provided administrative/COVID leave, retroactive to their first day of leave, until able to return to work per DOH guidance (not to exceed 10 days). Staff who experience extended COVID recovery times beyond ten (10) days may be eligible for additional administrative/COVID leave days on a case by case basis. Administrative/COVID leave will be applied retroactively for staff who have been absent from work due to a COVID infection during the 2021-22 school year.

** The district and association agree to monitor the leave provisions as stated above in order to ensure the needs of both parties are being met or mitigate unforeseen impacts.*


Vaccination Leave: Vaccine Side Effect Leave: During the 2021-2022 school year, each staff member will be allotted up to one day of paid leave per dose of a COVID-19 vaccine to cover an absence due to side effects of the vaccine that cause them to miss work. Vaccine Side Effect Leave will not be deducted from employees' sick leave or other contractually agreed-upon leaves.



FWEA
 Shannon McCann, FWEA President

Ratified Oct 5, 2021

 Date



For Federal Way Public Schools
 Dr. Dani Pfeiffer, Superintendent

10/5/2021

 Date