

Letter of Understanding Between Lake Washington School District #414 and Lake Washington Education Association

Whereas LWSD and LWEA agree that full-time contracted substitute teachers to be called "Floaters" may be vital to a successful school year for all constituents and;

Whereas the parties agree that these positions require specific but limited suspensions and additions to the LWEA/LWSD Collective Bargaining Agreement (CBA);

Therefore, the following CBA adjustments clarify changes being made to working conditions, wages, and benefits of Floaters. The LWEA/LWSD CBA remains the guiding document unless specifically addressed in the points below. Either party may submit a demand to bargain regarding an issue that was not contemplated during this negotiation. This agreement expires August 10, 2023.

Floaters – LWSD will employ full-time contracted substitute certificated teachers to be called Floaters. Floaters will have all the rights and privileges of the LWEA\LWSD Collective Bargaining agreement with the following changes.

I. Collective Bargaining Agreement changes and suspensions

- A. Section 9.2 – The employee work year for Floaters will be 3 training days and 180 student days for a total of 183 days.
- B. Section 9.3 – Responsibility Contract and Pay will be suspended. In addition, all obligations specified in Appendix A2 and/or outlined in the Responsibility Contract are suspended including any obligations required outside of the regular workday.
- C. Section 9.5 – Floaters will participate in three (3) paid training days or the equivalent of 22.5 contract hours.
 1. Human Resources will identify dates of paid training days by Oct. 1 or no later than 10 business days after hiring if the employment begins after Oct. 1, 2022.
 2. Failure of the employer to properly notify employee of dates will result in payment for not less than the three (3) paid training days.
 3. Floaters will attend no less than one (1) day of new employee additional training beyond the 3 days and receive their daily rate. Human Resources will identify which day is most relevant.
- D. 9.5.1 – August LEAP – suspended.
- E. 9.5.2 – LEAP Wednesdays fall within the regular workday. Floaters will have the opportunity to participate in self-selected professional learning activities that include, but are not limited to:
 - Professional learning modules within Cornerstone;
 - An independent book study;
 - Site-based learning opportunities (i.e., at a home school)

Each Wednesday Floaters will send an email to their designated administrator communicating what professional learning activities they will complete during the LEAP Wednesday.

- F. 10.14 – Student Grades – suspended. Floaters will not be responsible for maintaining student grades.
- G. 10.16 – Resignations – modified. Resignations of Floaters will be accepted 10 business days after receipt of Letter of Resignation without harm for future employment inside or outside of the district.

- H. Article 12 – Work Day – Floaters will be paid at the time card rate when asked to provide supervision during student lunch or teacher planning time. Floaters may refuse additional work which requires a timecard rate. Floaters must be provided with a 30-minute duty-free lunch each day.
- I. 12.6 – Split Assignment – Floaters asked to cover a split assignment which requires attendance at more than 1 building in a day will be compensated for their mileage per section 14.5 of the CBA. Floaters asked to cover a split assignment which requires attendance at more than 1 building in a day will be informed of a clear staff start and stop time for the day that does not exceed 7.5 hours plus a 30-minute duty free lunch. Floaters with split assignments will be assured adequate travel time inclusive of check-in, check-out procedures and time to attend to personal needs.
- J. 12.9 – New Teacher Support – suspended.
- K. Article 13 – Class Size/ Case Load – suspended.
- L. 14.4 – Staff Meetings – Floaters are not required to attend staff meetings but may attend if the employee chooses to attend.
- M. Article 26 – Evaluation – suspended.

II. CBA Additions and Changes to Working Conditions for Floaters

- A. Employees will be hired for no less than a 1.0 position.
- B. Employees will receive a district supplied laptop.
- C. District will designate an administrator to whom floaters will report, receive information, direct questions, and seek clarification on their assignment.
- D. Floaters are excused from attending 504, IEP, or other student meetings regarding on-going student plans or student needs.

III. LWSD Employment Opportunities

- A. Floaters may apply for LWSD vacancies as posted by submitting a Letter of Interest to LWSD Human Resources.
- B. Floaters will receive the same interview opportunities as all internal or NC candidates.
- C. Floaters reassigned to a vacancy or leave replacement will receive Responsibility Pay for the duration of the leave replacement position, pro-rated from the start of the placement.
- D. Floaters who receive Responsibility based on change of status will receive Responsibility Pay based on the day they began consecutively serving in that position regardless of contract status.

AGREED:

For the District

Signature

Date

For the Association

Signature

Date