

**LETTER OF UNDERSTANDING  
BETWEEN  
LAKE WASHINGTON SCHOOL DISTRICT NO. 414  
AND  
LAKE WASHINGTON EDUCATION ASSOCIATION**

The Lake Washington Education Association and Lake Washington School District have a commitment to collaboration and problem solving in a manner that is focused on shared interests as are outlined in Trust Agreement contained in the Collective Bargaining Agreement. This document is directly aligned with the following shared interests:

1. Support for the District Mission and Goals
2. Accountability for Quality and Performance
3. Fiscal Responsibility
4. Academic Achievement and Professional Responsibility
5. Involvement and Decision-Making
6. Individual Rights & Responsibilities
7. Acknowledgement of the evolving nature of guidance on the COVID-19 outbreak
8. Respect for the impact that changing guidance may have on teacher workload

Through these shared interests we have agreed to the following parameters during this unprecedented school closure. As guidance and recommendations are modified by the Public Health Department, the Office of the Superintendent of Public Instruction, the Washington State Governor, King County Executives, or any other governing body, LWEA and LWSD will address any updates to this Letter of Understanding during weekly District Labor/Management meetings. Per the current CBA, Employee or Teacher The term "employee" or "teacher" as used in this Agreement will mean those employees represented by the Association in the bargaining unit as defined in the Recognition Clause. The following agreements are effective March 20, 2020.

**1. LWEA Bargaining Unit Member Work Expectations During the Closure**

- a. Employees will work remotely until April 24, 2020. Individuals will not be required to work on site or in person. Any exceptions to employees working remotely will be brought to LWEA and LWSD for agreement first.
- b. Employees will be available remotely in the first four hours (prorated by FTE) of their workday for collaboration and to connect with colleagues and administrators. The second part of their workday will be reserved for planning and additional professional responsibilities. Any exceptions to this schedule must be communicated to the direct supervisor.
- c. Employees can collaborate with LWSD employees, via conference call or web-based applications, as needed.
- d. No employee will video conference with or meet in person with students (individual or in groups) or with families.
  - i. Employees will email or make phone calls if they need to connect with families.
  - ii. All student communication should occur on email, or other district approved platforms.
- e. Recorded or pre-recorded information about online learning opportunities will not be required, requested, or encouraged.

- f. Employees will be encouraged to perform duties consistent with their job descriptions while schools are closed due to COVID-19.
- g. LWEA represented employee will be expected to communicate regularly with supervisors, families, parents, and students during their contracted workday.
  - i. Employees will be given 24 hours' notice before a supervisor required meeting, except in an emergency.
  - ii. Meetings to share announcements or other information for which employee attendance is not required may not be provided the 24-hour notification.
- h. Employees will not create lesson plans and will not implement remote instructional model(s).
- i. Employees will develop learning resources that are not to be graded, are not a continuation of their course material, and are intended only to do the following:
  - i. Review material that students may have already covered, but not yet mastered.
  - ii. Practice skills that are necessary for learning and proficiency in a particular subject.
  - iii. Engage in enrichment activities or independent projects in a particular subject area.
  - iv. Identify area(s) of interest in a subject area to research and explore.
  - v. Learning resources will be posted/communicated at least one time per week and no later than the end of the workday each Wednesday.
- j. Any changes to these expectations or working conditions during school closures due to COVID-19, will be bargaining with LWEA before implementation.
- k. Employee's remote enrichment materials during the school closure cannot be included in the LWEA members evaluation.
- l. Employees will participate in district directed Professional Learning. Employees will be notified of the following week's Professional Learning expectation no later than Thursday each week. Employees will not be asked to participate in district developed Professional learning more than four hours of each week.
  - i. Employees will have choice about when they will incorporate district directed Professional Learning into their workday.

## **2. Teachers Accessing Technology**

- a. Employees who do not have a laptop will be able to check one out.
- b. LWSD and LWEA will continue to monitor the availability of hotspots for teachers. It is not feasible to provide teachers a hotspot at this time (March 19, 2020) but this will be reexamined as we move forward.

## **3. Pay**

- a. No employee on a continuing, provisional, or leave-replacement contract shall lose pay as a result of the school closures related to COVID-19/Coronavirus.

## **4. Substitutes**

- a. Long term substitutes will continue to be paid for the duration of the position they accepted.

- b. LWSD and LWEA will adjust the daily sub bonus structure in Section C.8 to account for the COVID-19 closure.
  - i. The formula for adjustment will be as follows. The closure days will be subtracted from 180. Once we have a final number of school days, LWSD and LWEA agree to adjust the formula to equate to the current percentage of days worked to bonus earned as outlined in Appendix C, Section 8.
    - 1. If subs work 28%-38% of the adjusted calendar year, they will receive the \$1000 bonus.
    - 2. If subs work 39%-55% of the adjusted calendar year, they will receive a \$1500 bonus.
    - 3. If subs work 56% or more of the adjusted calendar year, they will receive a \$2,000 bonus.
      - a. Example: If we only have 140 days of school, daily subs need to work 39 days to receive the \$1000 bonus.

#### **5. Special Education Staff**

- a. No special education related meeting, of any kind will be mandated to be in person. Teams can call in or virtually join any special education meeting.
- b. Teachers will not be required to provide specially designed instruction at this time.
  - i. New guidance from the state or federal government may eventually require a change to this provision, at which time LWEA and LWSD will meet to establish the work expectations for special education employee.
- c. Special education services employees have flexibility around the structure of their remote workday for the term of their agreement. Special education employees can use their morning time for IEP/evaluation compliance and work associated with keeping IEP/evaluation compliance.

#### **6. Maintaining Health Benefits**

- a. Individuals who are eligible for benefits under the provisions of the LWEA collective bargaining agreement or who qualified for benefits as of the Governor's emergency declaration on Feb 29, 2020, will maintain their benefits.

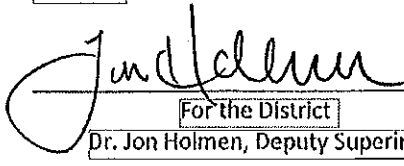
#### **7. Spring Break**

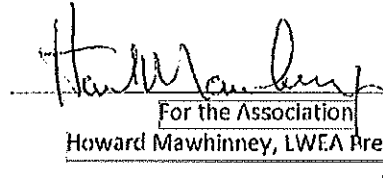
- a. Spring break will still commence from April 6- April 10.
- b. Employees will not be expected to work during this time frame.

#### **8. Issues Left to Consider**

- a. Given the evolving and dynamic nature of the school closures, LWEA and LWSD agree that not all issues have yet to be addressed, for example; but not limited to, evaluation leave, graduation requirements, and smaller unique LWEA represented employee groups.
- b. LWEA and LWSD will continue to meet weekly through the COVID-19 closure, except through during the Spring Break.

AGREED:

  
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For the District  
Dr. Jon Holmen, Deputy Superintendent

  
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For the Association  
Howard Mawhinney, LWEA President

March 20, 2020  
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Date

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