

Letter of Understanding

Lake Washington School District 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, 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 27, 2020.

1) LWEA Bargaining Unit Member Work Expectations During the COVID-19 Closure

- a) Employees will work remotely until April 24, 2020 or until schools are opened. 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. On April 13, 2020 Part 1 B of this agreement will sunset. And the following will be the work expectations for LWEA represented staff;
 - i) April 13, 2020, teachers will provide the last set of enrichment materials to students and families.
 - ii) Starting April 14, 2020 to April 17, 2020, employees will be focused on professional learning, collaboration, lesson planning, and assessment calibration.
- c) Starting April 14, 2020 through April 17, 2020, employees will be expected to work in their teams, participate in professional learning, and work with colleagues to plan and prepare content for the following week that is connected to Lake Washington School District approved curriculum and that can be delivered remotely.

- d) Starting April 20 and until the reopening of schools, the work expectations will be as follows:
 - i) Preschool students will have 30 - 60 minutes of assigned learning each day.
Elementary students will have assigned learning each day as described below.
 - ii) K-1 students: approximately 1-1.5 hours/day, 5-7.5 hours/week
 - iii) 2-3 students: approximately 1-2 hours/day, 5 - 10 hours/week
 - iv) 4-5 students: approximately 2-3 hours/day, 10-15 hours/week
 - v) Elementary Music, Library, and PE teachers will send one learning activity per grade level each week.
 - vi) Secondary students will have approximately 3-5 hours of assigned learning each day.
This will include approximately 30-45 minutes per class per day or 15-25 hours/week.
 - vii) All Special Education services staff, English Learner teachers, Safety Net teachers and Secondary Librarians will collaborate with classroom teachers, and as appropriate send teacher expectations to caseload students. Special Education see section 6.
 - a. New guidance or standards from Washington State office of public instruction or from the federal government may require changes to the expectations listed above, at which time LWEA and LWSD will meet to renegotiate.
- e. To achieve the provisions in C & D, the following will be expected:
 - i. Each Monday, staff will post learning/instructional materials, assignments and communicate with families about the new learning expectations for the week.
 - ii. Tuesday through Friday, teachers will check in and connect with students and facilitate turning in assignments.
- f. Nothing in the provisions sets an expectation that staff provide live instruction to students, but they can do so remotely at their election and on LWSD approved devices/applications/ platforms.
- g. Staff will be expected to continue to work 7.5 hours (or prorated at their FTE), but should take lunches and breaks as needed.
 - i. Teachers will develop their schedule based on their remote teaching responsibilities accounting for personal constraints.
 - ii. Teachers are encouraged to share their schedule with administrators and colleagues.
- h. Employees can collaborate with LWSD employees, via conference call or web-based applications, as needed. Employees may video conference with students (individual or in groups) or with families in accordance with guidance by the district using approved platforms.
 - i. Employees can continue to use email or make phone calls if they need to connect with families until guidance is provided for video conferencing.
 - ii. All student communication should occur on email, or other district approved platforms.
 - iii. Special Education staff, working to complete evaluations and IEPs, may conduct video conferencing in accordance with existing district guidance.
- i. Employees will be encouraged to perform duties consistent with their job descriptions while schools are closed due to COVID-19. LWEA represented employee will be expected to communicate regularly with supervisors, families, parents, and students during their contracted workday.
- j. Employees will be given 24 hours' notice before a supervisor required meeting, except in an emergency.

- i. Meetings to share announcements or other information for which employee attendance is not required may not be provided the 24-hour notification.
- k. Due to the unique nature of remote teaching, the materials/methods will not be part of the teacher's evaluation. LWEA and the District will agree on the methods for completing teacher evaluations for the 2019-20 school year.
- l. Prior to April 17, within their workday, staff will complete the Remote Teaching Series provided by the District. The Remote Teaching Series is a self-paced 2.5-hour series.
 - i. The District will continue to provide optional Professional Learning courses for staff. Any changes to these expectations or working conditions during school closures due to COVID-19, will be bargained with LWEA before implementation.

2. Grading

A. Past Work Prior to the school closure

1. Past work includes any missing or late work assigned and accepted prior to the school closure, March 11.
2. Before entering grades for past work, teachers should consider the following:
 - Their classroom grading policies and procedures for missing and late work, and as appropriate, communicate clearly to students/families any changes or exceptions to these policies or procedures.
 - That students may have missed school prior to our school closure due to COVID-19 related issues. Flexibility is warranted in this unprecedented situation.
 - That equity issues that may have resulted from the abrupt closure of school on March 11, including that because of block scheduling teachers may have delivered instruction or collected assignments/assessments for some but not all their classes.
 - The portion of this LOU (2.1 through 2.5) only covers past work for high school curriculum and for middle school curriculum that is credit-bearing.
 - Consulting with 504 monitors and IEP providers to ensure student accommodations and modifications are applied.
3. Staff may share, accept, and grade past work. Staff should use district-approved digital tools to share past work or collaborate with their administrator/supervisor on how to share and receive past work in printed form, as needed with students/families.
4. Staff should update Skyward with any graded past work received from students.
5. Staff are not expected or encouraged to create a completely new assignment to replace a missing assignment for a student prior to March 11.

B. Current Assignments (Beginning the week of April 20).

6. Secondary teachers will enter assignments into Skyward. LWSD and LWEA agree to meet to determine if/how semester letter grades can be assigned or if a pass/no credit grade will be used.
7. LWSD and LWEA agree to meet to determine elementary grading protocols.
8. From the date this LOU is signed and ratified, teachers of LWSD online Washington State History and Health may continue to assign, collect, and grade assignments and update Skyward. These courses have long established online curriculum and distance learning models in place.

9. From the date this LOU is signed and ratified, a selected group may participate in a voluntary limited trial with the use of graded curriculum based remote learning.

3. Teachers Accessing Technology

- a. Employees who do not have a laptop will be able to check one out.
- b. Employees who do not have a hotspot will be able to check one out as they become available. LWSD will notify LWEA if hotspots become available.

4. 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.

5. 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 above 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.

6. Special Education

- a. No special education related meeting, of any kind will be mandated to be in person. IEP team members can call in or use video conferencing, on district approved platforms, to join any special education meeting.
- b. Special education services employees have flexibility to structure their remote workday for the term of this agreement.
- c. Special Education Services employees will continue to do reevaluations/IEP compliance work, in addition to; but not excluding:
 - i. Providing parents with next steps based on present levels of each students.
 - ii. Providing materials for next steps and current goals for parents to use at home.
 - iii. Using platforms and other adaptive software to create lessons for students (specific to new learning/their IEP goals) to access at home.
 - iv. Providing choices on how families engage with remote learning curriculum.

7. 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.

8. 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.

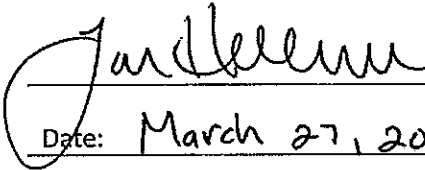
9. Issues Left to Consider

- 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, substitute coverage, and unique LWEA represented employee groups.
- b. LWEA and LWSD will continue to meet weekly through the COVID-19 closure, except during the Spring Break.

AGREED:

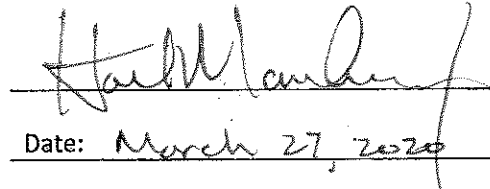
For the District

Dr. Jon Holmen, Deputy Superintendent


Date: March 27, 2020

For the Association

Howard Mawhinney, LWEA President


Date: March 27, 2020