

**Letter of Understanding between the
Lake Washington School District No. 414 and the
Lake Washington Education Association.
Agreement Regarding Terms of Employment and
Delivery of District Services Impacted by the COVID-19 Crisis**

The District and Association agree upon this Letter amidst the COVID-19 pandemic to resolve questions regarding employment and District services in this unprecedented time.

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 time. 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 ("the Association) and LWSD (the District) 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 August 12, 2020.

I. Issues Left to Consider

- A. Given the evolving and dynamic nature of the school closures, the Association and the District agree that not all issues have yet to be addressed. For example, including but not limited to, employee evaluations, grading, attendance, finalizing the work expectations on hybrid learning models, and smaller unique LWEA represented employee groups.
- B. Due to the evolving nature of the COVID-19 Pandemic, the parties will continue to meet on a weekly basis at District Labor Management to resolve issues not yet addressed in this letter of understanding.

- C. Teachers will not record live/synchronous instruction via MS Teams. The parties agree to develop parameters and a pilot program in the Fall of 2020 regarding recently available recording technology.
- II. Effective Dates: This LOU shall be in effect for the 2020-21 school year and shall sunset on the last instructional day of the school year, or earlier if it is determined to be safe to bring students and staff back for in-person instruction or a hybrid model. All other provisions of the collective bargaining agreement shall remain in full effect. This LOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.
- III. Compensation: Employees on continuing, provisional, and leave replacement contracts will continue to be compensated under the terms of the Collective Bargaining Agreement because of the school closure(s) related to Coronavirus/COVID-19. 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.
- IV. Transitions: The parties agree to discuss transition days and plans for shifting between remote and in-person teaching, or any other state or district-directed change to the delivery of instruction.
- V. Training and Support
 - A. Substitutes, daily and long-term, will be offered the Microsoft Teams training and appropriate access to district platforms.
 - B. Classified staff who support instruction will be provided appropriate training and necessary resources.
 - C. The District will notify substitutes by August 17 on the need to be trained on Microsoft Teams prior to taking either a daily or long-term position.
 - D. The District and the Association, before August 30, will meet to establish the teacher request process and transition expectations between substitutes and teachers in a remote setting.
- VI. Workday Expectations
 - A. Employees will be given 24 hours' notice before a supervisor required meeting, except in an emergency.
 - 1. Meetings to share announcements or other information for which employee attendance is not required may not be provided the 24-hour notification.
 - B. Elementary
 - 1. The workday shall be 7.5 hours.
 - 2. Elementary teacher workday shall remain consistent with existing building schedules.
 - 3. Teachers will have a 30-minute duty-free lunch.
 - 4. Per Section 12.4 of the contract teachers will maintain responsibility for 5 hours of instruction per day.

5. Teacher planning time will be maintained per section 12.4.1 and section 12.4.2 of the contract.
6. Class sizes and remedies per Article 13 of the contract will be maintained for elementary.
7. The definition of synchronous and asynchronous will be as follows:
 - a. Synchronous will mean students are in a remote learning environment; the teacher is delivering real time instruction via Teams to the whole class or small groups of students.
 - b. Asynchronous will mean students are in a remote learning environment; the teacher has pre-developed or created lessons the students complete when convenient for the student/family and complete learning tasks based on a pre-developed lesson.
8. On Wednesdays, teachers will post remote instruction and assignments aligned with course of study and hold connection hours, but live lessons will be hosted on Monday, Tuesday, Thursday, and Friday. Wednesday remote instructional materials can include:
 - a. District created instructional videos in focused subject areas.
 - b. Intervention, TOSAs, and/or specialists (e.g., Safety Net, Highly Capable, Counselors, Music, Physical Education, and Librarians) may provide remote asynchronous instructional materials for students on Wednesdays.
 - c. Pre-created videos that the District purchases and teachers can choose from can also be shown.
9. Wednesdays will be IEE (Intervention, Engagement, and Enrichment) and LEAP days and will be used as follows:
 - a. 2 (two) hours and 10 (ten) minutes of self-directed additional planning time, beyond the weekly 250 minutes, will be provided for a contiguous block that shall total 3 hours of self-directed planning for teachers on Wednesday.
 - b. 3 (three) hours will be used for intervention and connection with student and families.
 - c. Per section 9.5 of the contract, 1.5 hours (one and a half hours) will continue to be designated to LEAP.
 - d. Buildings will follow their Building Decision Making Matrix and set a schedule to offer families and staff a predictable schedule on Wednesday that meet the above provisions.
 - i. Teachers shall schedule a daily SEL/Relational/Engagement check in and check out to encourage student engagement.
 - ii. Teachers will use a combination of strategies during remote learning, including synchronous instruction per building schedule. Teachers can opt to use videos to support synchronous instruction.
 - a. Classroom teachers will provide synchronous instruction each week (this will include a combination of small group and whole group instruction) on Monday, Tuesday, Thursday, and Friday, and shall not be less than the stated minutes for grade levels as follows:
 - i. Kindergarten, 180 minutes a week.
 - ii. First grade, 200 minutes a week.
 - iii. Second grade, 220 minutes a week.

- iv. Third Grade, 240 minutes a week.
- v. Fourth Grade, 260 minutes a week.
- vi. Fifth grade, 280 minutes a week.

10. Connection Hours

- a. Teachers will hold connection hours during the workday. Connection hours can include the following, and teachers will use their professional judgement on which activities most benefit their students:

~~In order to meet with students one to one, LWEA represented staff must have a minimum of 3 people in a meeting (e.g. 2 staff with 1 student, 1 parent and 1 staff with 1 student, or 1 staff with 2 students).~~ When meeting with students either individually or in small groups, teachers will exercise professional judgement to provide education supports, using only appropriate district-approved platforms. Modification Agreed to on 10/8/2020: Association: _____ District: _____

- i.
 - ii. Answer questions or reply to student/parent questions.
 - iii. Schedule times to meet remotely with parents.
 - iv. Host Teams meetings with groups of students.
 - v. Connect and re-engage with students and families.
 - vi. Schedule lesson specific help time for groups to attend as needed.
- b. Per teacher discretion, teachers can pull students who missed the synchronous teaching into small groups during connection hours.
 - i. Remote schedules shall have predictable synchronous and asynchronous blocks of teaching and learning time.

C. Secondary

- 1. The workday shall be 7.5 hours.
- 2. Secondary teacher workday shall be 8 a.m. to 4 p.m.
- 3. Teachers will have a 30-minute duty-free lunch.
- 4. Teachers will be assigned no more than 5 periods of instruction per day in accordance with section 12.3 of the contract.
- 5. Teacher planning time will be maintained per section 12.3 of the contract.
- 6. Each teacher will be given 3 hours of additional prep time during the week to meet the needs of remote instruction. Building Leadership Teams will determine how the 3 hours of additional time is distributed.
- 7. Class sizes per Article 13 of the contract will be maintained for secondary in the remote setting.
- 8. Each building shall deliver SEL lessons. Each building shall determine how SEL lessons will be delivered.
- 9. All schedules will be predictable, have synchronous/asynchronous instruction, and provide for time between periods for students and teachers to prepare for the next instructional period.
- 10. Prior to Wednesday's asynchronous learning, teachers will communicate expectations and instructions to students. On Wednesday teachers will also engage in LEAP time and provide instructional supports to students.

11. During synchronous instruction, students are in a remote learning environment; the teacher is delivering real time instruction via Teams to the whole class or small groups of students.
 - a. Synchronous lessons will be scheduled in a whole class setting at least 2 times per class per week on Monday, Tuesday, Thursday, and Friday.
 - b. Synchronous instruction will not start before 9 a.m.
 - c. Synchronous instruction will range from 60-120 minutes per class per week in a whole class setting.
12. During asynchronous instruction, students are in a remote learning environment; the teacher has pre-developed or recorded lessons the students complete when convenient for the student/family and complete learning tasks based on pre-developed or recorded lessons. Asynchronous instructional time should be embedded into a teacher's 7.5 hours school day and can be used by a teacher to further develop lessons, connect with students, and grade.
13. Teachers of high school credit-bearing classes will plan a minimum of 225 minutes of learning per class per week. This is a combination of synchronous and asynchronous learning.
14. Intervention time
 - a. Intervention/homeroom time will be built into the weekly schedule and will be counted as instructional time.
 - b. Schools will schedule a minimum of 45 mins per week of intervention time/homeroom time.
 - c. Teachers will be available to meet with students during intervention/homeroom time.

VII. Workload Supports

A. Elementary Equity Hours

1. Each LWSD elementary campus will receive five (5) hours weekly to provide student support in the following areas: (1) equity in technology access, (2) academic content, and (3) connection.
2. Building leadership teams will establish a plan for allocating these hours, with input from the building equity team. Teachers who want to offer this support will first need authorization from their administrator and will collaborate with their building leadership team.
3. A pool of thirty (30) hours per week has been established to support schools with higher needs and will be distributed based on an equity model agreed to by the District Labor Management Team. These hours will be allocated for sixteen (16) weeks.
4. The District Labor Management Team will meet to review these allocations by October 15. Building administrators can make requests to the District for additional hours to support student need.
5. By December 1, 2020, the District and the Association will meet to assess the impact of this allocation and determine funding moving forward or whether adjustments are necessary.

- B. Building leadership teams, with consultation from the equity team, will provide input and/or requests for how building classified staffing is assigned. The final decision will be the responsibility of the building administrator.
- C. The following provision is for teachers who develop paper packets. For disengaged students who need paper packets to be engaged or to remain engaged, teachers will work with their building administrator to use available district-provided paper packets, fit packet development into their workday, or to receive additional compensation for that time at the timecard rate. Teachers must receive prior approval from the building administrator for timecard work.
- D. In the interest of creating manageable workloads and having meaningful parent and student supports, the District and the Association agree to the following:
 - 1. The District will offer and disseminate online videos for families on how to access the district technology/platforms in multiple languages.
 - 2. The District will provide and disseminate informational paper materials for families in multiple languages on how to access the basic platforms (e.g. email, One Drive, browser).
 - 3. If the District cannot provide videos or paper, the following will occur:
 - a. The District will identify and organize appropriate LWEA represented staff to create videos or paper materials. These materials will offer families and students guidance on how to access grade level curricular digital resources. Once developed these resources will be shared district wide.
- E. The District will provide teachers a list of the learning programs, the curriculum version, and its forms by Aug 15, 2020. If the Aug 15, 2020, deadline cannot be met, the District and the Association will continue to meet and problem-solve at District Labor Management to provide this information as soon as possible.
 - 1. The District and the Association will continue to problem solve around getting teachers the student view/license to support student access.
- F. Secondary Workload Supports
 - 1. Building leadership teams, will provide input and/or requests for how building classified staffing is assigned. The final decision will be the responsibility of the building administrator. Building leadership teams will prioritize equity when allocating additional supports.
 - 2. The District will provide information and training to families regarding access to district technology and necessary digital application.
 - 3. The Association and the District will explore and develop a plan around evaluating the process to increase access to online curricular resources that are currently restricted for student use.
 - 4. Schools will create a process to provide materials to students who do not have remote access in a way that mitigates excessive teacher workload. This can include printed instructional materials. Teachers should work with their building principal to request additional support if they anticipate that this work will consistently cause their workday to increase. Teachers must receive prior approval from the building administrator for timecard work.

5. In the interest of student equity, for students who consistently are not attending remote learning, the District will provide additional staff hours, based on an allocation model. These hours are for connecting with these students and advocating one-to-one in a process that mitigates the individualized student barriers that are keeping them from connecting. Teachers who want to offer this support, will first need authorization from their administrator and will collaborate with their building leadership team.
 - a. Building leadership teams will establish a plan for allocating these hours, with input from the building equity team.
 - b. A pool of 105 hours per week will be established for secondary schools. Each secondary campus will receive a distribution of hours at 1 hour per 150 students for 16 weeks.
 - c. A pool of seventy (70) hours has been established to support schools with higher needs and will be distributed based on an equity model agreed to by the District Labor Management Team. These hours will be allocated for sixteen (16) weeks. The District Labor Management Team will meet to review these allocations by October 15.
 - d. By December 1, 2020, the District and the Association will meet to assess the impact of this allocation and determine funding moving forward whether adjustments are necessary.

VIII. Internet Access

- A. Employees who are expected to provide remote instruction and do not have internet access at home may check out a district hotspot if they become available. The District and the Association will continue to problem solve the availability of remote connectivity.
- B. If hotspots are not available, the District and the Association will explore reimbursing educators who qualify for programs such as the Comcast Essentials program.

IX. Hybrid Agreements: Due to the complex nature of a potential hybrid model, the District and Association commit to using the interest based bargaining process to finalize the hybrid model work expectations for educators in the 2020-2021 school year.

- X. Provisions for Working on Campus During Remote Learning: These provisions are for educators who would like to work on campus while the District is in the remote phase of learning for the 2020-21 school year. The following will apply:
 - A. Staff will follow District, Department of Health, and Labor and Industries guidelines when coming onto campus to work during the remote learning phases, including but not limited to, protocols related to physical distancing, mask wearing, one entry point, establishing a system to track staff who work on campus, and required attestation of health before coming onto campus.
 - B. The District will provide cleaning solution to ensure all appropriate cleaning protocols can be met when staff opt to work on campus.

- C. Use of instructional space will be determined first based on student need, with consideration for staff preference. Staff may not be guaranteed access to own their classroom during remote teaching but will have access to the building. Educators will still have access to their materials in their classroom when unoccupied by other staff or students.
- D. Staff can elect to meet in groups subject to Department of Health, King County Health, and Labor and Industries guidelines. A staff member may make an individual choice to attend an in-person group meeting remotely. Staff on campus will limit their presence to as few spaces as possible.
- E. No LWEA represented staff person will be required to work on campus during the remote phase of learning, apart from those required to by law. If a staff member is asked to come on campus by their administration, the District and the Association will meet to assess the safety and necessity of the request.
- F. The District and the Association will meet in the beginning of October, beginning of November, and beginning of December to assess the safety of phasing additional staff onto campus. Once it is determined that additional staff should return to campus, Section X of this LOU will be modified to reflect phasing of additional staff onto campus.

XI. Emergency Health Leave

- A. The District will retain the “Emergency Health Leave” policy for those staff that are required to work in-person.
- B. The District and the Association will meet in December to assess the necessity of this emergency health leave option moving forward.

XII. Student and Staff Health Precautions

- A. The Association and the District agree to follow all DOH guidelines.
- B. Face coverings: All employees, students, and building visitors shall wear a cloth face covering or protective face shield while at the worksite, except:
 - those with a disability that would prevent them from comfortably wearing or removing a face covering,
 - those with respiratory conditions that would prevent wearing face covering, or trouble breathing,
 - those who are deaf or hard of hearing and use facial and mouth movements as part of communication,
 - those advised by a medical, legal, or behavioral health professional that wearing a face covering may pose a risk to that person.
- 1. The District shall provide cloth and disposable face coverings for all employees and students.
 - a. The District will provide 5 cloth masks for every employee.
 - b. Disposable masks will be available on campus. If an employee needs additional cloth masks, they will work with their building administrator.

- c. Students will be encouraged to wear the district masks, as much as possible.
 2. Staff who are deaf or hard or hearing will work with the building COVID-19 Supervisor to obtain appropriate personal protective equipment (PPE) based on the Department of Health exemptions.
 - a. Students who are in a classroom with teachers who are deaf or hard of hearing will have access to protective face shields or other appropriate PPE.
 3. Employees may choose to provide their own face coverings that meet Health Department and Centers for Disease Control guidance.
 4. Employees working with students who cannot wear a face covering for the reasons described above shall be provided all appropriate personal protective equipment (PPE), including, but not limited to, medical grade masks and gloves, as described by Labor and Industries, the Department of Health, and the Centers for Disease Control.
 5. School administrators will work to ensure that students comply with face coverings and physical distancing expectations and may take corrective actions if students repeatedly fail to comply with those expectations.
- C. Student Lunch
1. Lunches will be scheduled to minimize student contact time and comply with all Health Department and CDC recommendations.
 2. A staff member can opt out of supervising lunches, unless there is an emergency.
 3. Teachers who opt to supervise students and/or are required to supervise students will be paid for that time.
 4. Schools will develop a plan for lunch supervision that minimizes teacher assignment.
- D. Health Screenings, following Department of Health and Labor and Industries guidelines:
1. Prior to entering any school facility, students and employees will comply with the screening and attestation requirements of the District's COVID-19 Safety Plan before entering the building. The district policy will include the following elements:
 - a. Students will turn in a daily attestation form.
 - b. All students will have temperature check
 - c. If staff or students are unable to complete the attestation form, the District will provide thermometers for staff to use.
 - d. Health screening forms must be provided in the home language of students' families/ guardians.
 2. No student or employee will enter any school facility if they display any COVID-19 symptoms.
 3. Employees will report to a designated point for screening before going to their classroom or other part of the building.
 4. Buildings will work on plans that allow for staff to arrive at their preferred time and get screened per L&I guidelines.
 5. LWEA represented staff may need to assist with health screenings and will be paid for their time. Schools will work to create schedules that minimize educator assignment in health screenings. The District will provide all the appropriate PPE for this task based on Department of Health, Labor and Industries, and Centers for Disease Control guidelines.

- E. Physical Distancing
 - 1. Capacity for students and staff in any facility and/or classroom shall be limited by physical distancing requirements of at least six feet between all students and staff. It is understood that this may limit the number of students and staff in a classroom or facility at any given time.
 - 2. Prior to the first student contact day, employees shall collaborate with administrators and custodial staff to determine the number of students and staff that may be in a classroom or other facility while observing physical distancing. In the event the employee does not agree with this determination, the employee shall appeal the determination to the Associate Superintendent of Student and Community Services, or designee, who shall make a determination within two (2) business days.
 - 3. The District shall provide appropriate PPE and training for employees who must perform tasks that cannot be accomplished with physical distancing, such as diapering.
- F. Handwashing: The District shall provide adequate facilities and supplies for staff and student handwashing and hand sanitizer as required by Office of Public Instruction, Labor and industries, and Department of Health guidelines.
- G. Exclusion of students and staff with COVID-19 symptoms: Students and staff who display COVID-19 symptoms shall be immediately excluded from the classroom setting.
 - 1. Classrooms and other facilities used by a student or staff member who is excluded as described above shall be evacuated as soon as possible and will be disinfected according to Centers for Disease Control, Department of Health, and Office of Public Instruction guidelines.
 - 2. Employees who were exposed to a student or staff member who is excluded as described above shall be notified as soon as possible, but no later than by the end of the school day.
 - 3. Buildings will establish a protocol for addressing students who show symptoms during the student day, following the Labor and Industries guidance, Department of Health, and Centers for Disease Control protocols. The District will provide a designated space for excluded students to wait for their parents/guardians. LWEA represented staff will not supervise students with COVID-19 symptoms who are excluded.
- H. Exposure to COVID-19: Employees will be notified if they have been exposed, defined as having been in close contact per CDC guidelines, for the following:
 - 1. Any student or other district employee who notifies the District that they have a confirmed case of COVID-19.
 - 2. The employee shall be notified by the District as soon as reasonably possible, but no later than the start of the next school day, or within twelve (12) hours if the District becomes aware before a weekend or holiday
 - 3. In the interest of community health, staff, per Labor and Industries guidelines, should notify the COVID-19 Building Supervisor if they do receive a positive COVID-19 test. The District will publish instructions on whom to notify within the District.

I. Sanitation of facilities

1. Custodians will provide daily cleaning/disinfecting with a focus on high touch point areas throughout the day. In addition, spray bottles with sanitizer cleaner and microfiber cloths will be provided in each classroom for staff to use as necessary throughout the day.
2. The District will publish, for LWEA represented staff, cleaning protocols that will define and differentiate between standard protocols and thorough cleaning protocols related to COVID-19.

J. Training and professional development

1. All staff shall receive professional development and training on COVID-19 health and safety precautions prior to the first student day.
2. Employees hired after the start of school shall receive this training prior to their first day with students or prior to the first day they are required to work on school grounds. This training shall be paid at the appropriate per diem rate for all staff when completed outside their workday.

K. Employees in high-risk categories:

1. The District will request that employees in high-risk categories as defined by the CDC self-identify no later than the first in person workday for students or staff and/or as the instructional models change.
2. Employees will not be required to provide personal health information, but should they not be able to perform their work responsibilities may request an appropriate accommodation or leave.
3. The District will make every reasonable effort, including but not limited to, offering out-of-endorsement waivers, to allow these employees to work remotely, or work with a limited number of students where possible. Employees in a high-risk category shall not be expected or required to work without personal protective equipment, on any task that cannot be performed without physical distancing, and/or with students or staff who cannot wear face coverings.
4. The District and the Association recognize that some employees may be in a high-risk category or need an alternate work assignment when in-person instruction is required. The following will be used to support staff:
 - a. Employees who request and are assigned remote work will return to their same work location at the start of the following school year. All effort will be made to assign teachers to their same/similar work assignment.
 - b. If there are two employees certified in the same area who want to work remotely, and there is only one position, the remote position will be assigned to the staff member in the high-risk category first.
 - c. If there are two high-risk employees certified in the same area who want to work remotely, and there is only one position, the remote position will be assigned to the most senior staff member.
 - d. The less senior staff member will be assigned remote work in a secondary area of endorsement or in an area out-of-endorsement.

L. Communication with students and families: Students and their families will receive regular communication from the building and/or District regarding health and safety expectations, including but not limited to, wearing face coverings, physical distancing, handwashing, and health screenings. This communication must be provided in multiple languages, and must be provided in multiple formats, such as email, postal mail, and phone calls. This communication shall be the responsibility of building or district administrators or their administrative designees.

1. The District will provide the Association all safety plans and protocols not covered in this agreement.

M. Supervision for compliance: The District shall designate a supervisor at each worksite to monitor employee health and safety COVID-19 plans. Prior to any employees' first workday, employees shall be notified of the name and contact information of this supervisor. No bargaining unit member shall act as such a supervisor.

XIII. LEAP Day Deduction from the Calendar Agreement

A. Per the July 15 LEAP Staff Training and Calendar Changes Letter of Understanding, the District and the Association agreed to determine which LEAP Wednesdays would be removed from the LEAP calendar. The time removed from the LEAP calendar was repurposed to prepare educators for the coming year. The following LEAP Wednesdays will be removed from the calendar:

1. Remove one type of LEAP Day each: 1 Teacher Team Collaboration Day, 1 Professional Learning Day, and 1 Individual Teacher workday.
2. The days that educators will be allowed to leave at the end of their workday will be as follows:
 - a. February 10, 2021 Collaboration Time.
 - b. Teachers can select any 1 Individual Teacher Work to take off, including the last day of school, June 16, 2021.
 - c. Professional Learning Day on Feb 24, 2021.

AGREED:

For the District

For the Association

Signature

Signature

Date

Date