

**Letter of Understanding between the Lake Washington School  
District No. 414 and  
the Lake Washington Education Association.  
Agreement Regarding Reopening of Schools for In-person  
Instruction and the Conditions of Work for PK-5 Special  
Education, Intervention, and ESA Educators.**

**Preamble**

Lake Washington School District and the Lake Washington Education Association have met to negotiate the terms and conditions identified in this Letter of Understanding ("LOU"). This agreement was reached based on our relationship, our mutual interests, and joint commitment to recognize and achieve mutual agreements that address both parties' interests as mentioned in the trust agreement in the CBA. We strive for a relationship that promotes success for our students, our schools, and our community by:

- Creating an atmosphere of mutual trust and respect;
- Nurturing a culture of collaboration;
- Respecting the finite resource of teacher time;
- Recognizing individual talents and strengths;
- Increasing staff diversity;
- Encouraging innovations and risk-taking with a focus on improvement;
- Learning from failure;
- Building upon our successes;
- Providing opportunities for individual growth;
- Openly sharing information, knowledge and experience; and
- Providing a caring, safe learning and working environment that is clean, healthy, functional, non-violent, and free of discrimination, intimidation, and harassment.

This LOU directly addresses the working conditions of those educators impacted by the return to in-person instruction for PK-5 Special Education and Intervention students during the ongoing Covid-19 pandemic and state of emergency. 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 January 26, 2021 – June 30, 2021. The topics are presented in no order of importance. All are changes requiring attention due to the current state of affairs.

The provisions of this LOU modify the existing CBA during the effective dates of the LOU for preschool and elementary special education teachers and other staff. Other external documents are referenced in the LOU, with the understanding those documents may be necessary for a complete understanding of these agreements. The Special Education LOU (Special Education Remote and In-Person Work Expectations, amended 10.12) will remain in effect for all secondary special education teachers.

LWEA/LWSD 2017-2021 CBA

[https://www.lakewashingtonea.org/file\\_viewer.php?id=6896](https://www.lakewashingtonea.org/file_viewer.php?id=6896)

Letter of Understanding: Special Education Remote and In-Person Work Expectations amended 10.12  
[https://www.lakewashingtonea.org/file\\_viewer.php?id=36486](https://www.lakewashingtonea.org/file_viewer.php?id=36486)

LWSD Health and Safety Plan

<https://www.lwsd.org/get-involved/task-forces/return-to-school-task-force/covid-19-safety-plan>

Governor Inslee Proclamation on Individuals at high risk or increased risk

[https://www.governor.wa.gov/sites/default/files/proclamations/proc\\_20-46.2.pdf?utm\\_medium=email&utm\\_source=govdelivery](https://www.governor.wa.gov/sites/default/files/proclamations/proc_20-46.2.pdf?utm_medium=email&utm_source=govdelivery)

Covid-19 protocols implemented by Washington State Department of Labor and Industry and Washington and King County Health Department

## **Part I – Special Education Workday and Instructional Model Agreements**

### **Part I – Section A      Workday**

1. The workday shall be 7.5 hours.
2. During periods of remote instruction, teachers may determine their physical work location, which may include working outside of the school building.
3. Teachers will have a duty-free lunch period of 30 minutes.
4. K-5 teacher planning time will be maintained at 480 minutes per week. Teachers, at their discretion, can use up to 130 minutes of this time throughout the week to meet the needs of students as defined in the K-1 LOU.
5. Caseloads will align with current CBA language outlined in Article 13.4.1 with the exception of preschool:
  - a. Caseloads for K-5 Resource Room teachers should not exceed 23 IEPs.
  - b. Caseloads for K-5 Learning Center teachers should not exceed 8 IEPs.
  - c. Caseloads for K-5 Intervention Center teachers should not exceed 8 IEPs.
  - d. Caseloads for Preschool teachers should not exceed 16 IEPs.
6. Should caseloads exceed limits outlined above remedies will be provided as described in Article 13.4.2 and related appendices.
7. To the largest degree possible, caseloads will be limited to a single program model.
8. Special Education teachers will meet with principals to collaboratively develop a schedule for special education services. The intent is to prioritize special education students within the building schedule and to provide clear blocks of CMT (case-management time) for teachers.
9. Teachers will maintain 150 minutes of CMT per week and receive 75 minutes planning time per in-person day. If CMT and/or planning time are unable to be accessed, teachers will be compensated at the timecard rate from the building budget.
10. Per teacher discretion and based on the feasibility of scheduling, Resource elementary teachers can develop schedules for periods of remote instruction that combine students remotely in groups from two different schools.
11. In the interest of balancing workloads and ensuring preparation time during the workday for special services staff, when possible, IEP and Guidance Team meetings should occur either before or after student hours.

**Part I – Section B Instructional Model – Resource Room**

Resource teachers will primarily serve their students remotely, except for grade 2-5 students who are currently receiving in-person services. These students will remain in-person on a designated in-person Resource teacher's caseload (limited to caseload of 1:15) until the students' corresponding grade level returns to school, at which time the student will return to a case manager at their homeschool. Resource teachers have the option to serve their grade 2-5 students who are currently identified as in-person students at their neighborhood school if desired. In addition, families have the option to opt out of in-person services to access remote services with their neighborhood school resource teacher until their child transitions with their general education peers.

1. Grades 2-5 students already receiving services in-person will attend 3.5 hours per the K-1 general education service model until their grade level returns in-person at which time the student will follow the 2-5 general education instructional model.
2. Remote Resource teachers will serve students synchronously and asynchronously depending upon student need.
3. Wednesdays will be IEE (Intervention, Engagement, and Enrichment) days. Special Education Staff have the option of providing SDI on Wednesdays.
4. Resource teachers may provide in-person services if needed to support the students specially designed instruction.
5. In order to comply with the District Covid-19 safety plan, if a Resource room teacher decides to serve students in person, such teachers will have priority in accessing additional space as available to provide in-person services.
6. Students will return to their home schools when general education students at their grade level return. Resource teachers will serve their students remotely or, if desired, in-person, in accordance with Covid guidelines.

**Part I – Section C Transition for Adding Grade Levels – Resource Room**

Resource room teachers will provide one day of asynchronous instruction prior to a new grade level transition. If the first day of school for a new grade level is on a Thursday, Special Education teachers will provide asynchronous instruction on Tuesday and Wednesday.

**Part I – Section D Instructional Model – Learning Center and Intervention Center Classrooms**

K-5 Special Education center-based programs will transition to the start of the new model at the same time as K-1.

1. Learning Center and Intervention Center teachers will maintain a caseload of no more than 1:8, while following the District Covid-19 safety plan and working in collaboration with the building safety team and administration.
2. In-Person services will be increased to 3.5 hours to match the K-1 general education service model (Monday, Tuesday, Thursday, Friday).
3. Wednesdays will be IEE (Intervention, Engagement, and Enrichment) days. Special Education Staff have the option of providing SDI on Wednesdays.
4. IC/LC teachers who are teaching in-person may use afternoons to connect synchronously with students and families.

5. In recognition of the unique challenges in the LC/IC setting and in order to comply with the District Covid-19 safety plan, LC/IC teachers will have priority in accessing additional space as available in order to provide in-person services.
6. LC students will return to their original LC/IC program if they decide to access school in person. LC students identified as remote will be served by designated remote LC teachers.

**Part I – Section E      Transition – Resource Room, Learning Center and Intervention Center Classrooms**

1. To provide time for the transition responsibilities for elementary Special Education teachers, there will be no elementary special education services on February 8-10 and 16-17. These responsibilities include, but are not limited to, developing or modifying individual plans for students; preparing specialized materials and equipment; collaborating with and disseminating IEPs and IHPs to general education teachers; working with families about adjustments to services; training paraeducators; and ensuring a seamless transition of services for students.
2. Because of the significant, additional workload related to IEPs and legal requirements that is beyond the responsibilities described above, elementary Special Education teachers will receive a \$1,000 stipend.

**Part I – Section F      Conferences – Resource Room, Learning Center, and Intervention Center Classrooms**

Special Education teachers will receive compensation at timecard rate for grades 2-5 conferences outside of the three days assigned per approval from principal. Special Education services are asynchronous during K-1 conferences.

**Part I – Section G      Communications – Resource Room, Learning Center, and Intervention Center Classrooms**

The Special Education department will distribute communication to families describing specific program services for the remainder of the 2020-2021 school year.

**Part I – Section H      Instructional Model – Preschool**

1. Preschool will remain on 2.5-hour AM and PM sessions.
2. Preschool in-person classes will not exceed 8 students in the AM and 8 students in the PM, while following the District Covid-19 safety plan and working in collaboration with the building safety team and administration.
3. Remote Special Education Staff have the option of providing SDI on Wednesdays.
4. In recognition of the unique challenges in the preschool setting and in order to comply with the District Covid-19 safety plan, Preschool Special Education teachers will have priority in accessing additional space as available in order to provide in-person services.

**Part I – Section I      Communications – Preschool**

PreK administration and the Special Education department will distribute communication to families regarding preschool services during the transition of K-1.

**Part I – Section J      English Learner and Safety Net Teachers**

The provisions of the Gen Ed LOU (General Education Remote Work Expectations amended 10.12) and 2017-2021 Collective Bargaining Agreement will apply to English Learner and Safety Net teachers. To clarify the working conditions and expectations for EL and Safety Net teachers, the following will also apply:

1. English Learner and Safety Net teachers may meet with students remotely. When meeting with students remotely, either individually or in small groups, teachers will exercise professional judgement to provide education supports, using only appropriate district-approved platforms.
2. Safety Net and English Learner teachers of remote students will make every effort to meet with students remotely in addition to and outside of the synchronous time listed in the Gen Ed LOU, VI.9.
3. Safety Net and English Learner teachers of in-person students will make every effort to meet with students remotely in addition to and outside of direct instruction in literacy and math when students are in person.
4. Secondary English Learner and Safety Net teachers will follow the Gen Ed LOU range of time for supporting students, VI.C.11.a-c.
5. Elementary Safety Net teachers will continue to meet with small groups of students remotely, M/T/Th/F:
  - a. At a minimum 15-45 minutes per group, minimum (five) 5 groups with an (eight) 8 groups maximum per day. (e.g., this will depend on grade level and student need).
  - b. This instruction will be delivered via synchronous instruction.
  - c. Supplementary asynchronous instruction can be provided, as needed.
  - d. Teachers and administrators should be mindful of screen time as they develop schedules.
6. Elementary English Learner teachers will continue to meet with small groups of students remotely, M/T/Th/F:
  - a. At a minimum 15-45 minutes per group, minimum (five) 5 groups with an (eight) 8 groups maximum per day. (e.g., this will depend on grade level and student need).
  - b. This instruction will be delivered via synchronous instruction.
  - c. Supplementary asynchronous instruction can be provided, as needed.
  - d. Teachers and administrators should be mindful of screen time as they develop schedules.
7. On Wednesdays, elementary and secondary English Learner and Safety Net teachers will have the option to flexibly structure their day to meet with students and families. They will need to approve this schedule with their administration, meet their LEAP obligations, and preparation time requirements. In the interest of clarity, Safety Net and English Language Learner teachers will need to meet the intent and work outlined in the Gen Ed LOU regarding Wednesdays regardless of when it occurs.
8. The District and the Association will meet by the third week in April to review and examine workload impacts of the new schedule, consider new options, review the regional model for workload impacts, and work toward a solution that addresses issues and concerns.
9. Supports for in-person ELPA screening requirements are described in K-1 In-Person LOU, part I, section F.

**Part I – Section K Safety Net Teachers Transitioning into Kindergarten and First Grade Classroom Roles (Adopted directly from K-1 LOU)**

1. As soon as Safety Net teachers are identified to change assignments (per process defined by staffing), these teachers will be released from Safety Net responsibilities in order to learn about the general education curriculum, assessment, standards and technology requirements in preparation for teaching kindergarten or first grade.
2. Once the Safety Net teachers have transitioned, they will fall under the General Education LOU.

**Part I – Section L Safety Net Teachers Continuing and Transition (Adopted directly from K-1 LOU)**

1. When Safety Net teachers identified above are released from responsibilities, so will those continuing in the same role. Once released, until February 4<sup>th</sup>, this time will be used to
  - a. Plan for implementation and restructuring Safety Net Model due to the significant decrease in Safety Net staffing.
  - b. Work with building administration to support the transition for kindergarten and first grade teachers by assisting with administration of FastBridge reading assessments.
  - c. Collaborate with Safety Net and grade-level colleagues on student and grade level services.
2. If time to collaborate with grade-level teams occurs outside the contractual day or during planning, Safety Net teachers will be compensated for one (1) hour of transition planning per grade levels 2-5.
3. Before resuming Safety Net services, teachers will use up to five (5) days to plan instruction, collaborate with Safety Net and general education colleagues, share information about students who are changing classes, connect with families, and provide feedback about the program model.
  - a. During this time Safety Net teachers will not be required to develop or deliver synchronous or asynchronous lessons.
  - b. Up to fourteen (14) hours of this time will be for teachers to collaborate with the Intervention Services and Literacy Division to provide input on the program and learn about the structure and implementation of the restructured program.
  - c. Three and a half (3.5) hours of this time will be used to collaborate with general education colleagues to schedule services for newly identified Safety Net students.

**Part I – Section M English Learner (EL) Teachers During Transition (Adopted directly from K-1 LOU)**

1. EL teachers will pause instructional responsibilities and begin the process to assess K-5 EL students who are returning to in-person instruction once students who are returning to in-person have been identified. Teachers will not start assessing students before January 19, 2021.
2. EL teachers who are unable to test in-person will support emerging and Long-Term English Learner (LTEL) students from all elementary schools. EL Program work with identified teachers to develop and implement these supports.
3. Before resuming EL services, teachers will have up to five (5) days to plan instruction, collaborate with English Language, Safety Net and general education colleagues, share

information about students who are changing classes, connect with families, and provide feedback about the program model.

- a. During this time teachers will not be required to develop or deliver synchronous or asynchronous lessons.
  - b. Three and a half (3.5) hours of this time will be used to meet with grade level colleagues, EL teams, revise schedules, and family connections.
4. During the transition weeks prior to the 2-5 return, EL teachers will schedule time with grade level colleagues to collaborate on student and grade level services. If this time occurs outside the contractual day or during planning EL teachers will be compensated for one (1) hour of transition planning per grade levels 2-5.

## **Part II – Workload Support**

### **Part II – Section A Additional Adult Support**

LWSD will create a district-wide pool of approximately 120 Special Education Para hours for the purposes of assisting Special Education teachers with the instructional needs and access of LRE for students receiving in-person services. The District will provide Labor Management with monthly updates on the allocation of these hours. A matrix (to be determined) will be used as a guideline to determine the allocation of those para hours. Buildings will be limited to requesting 4 hours for any individual student. For any week a teacher receives less than half of their para-allocation for classroom assistance (specific to these additional hours), the building principal will allocate one hour of compensation (timecard rate) to the impacted teacher.

## **Part III – Staffing (Adopted directly from K-1 LOU)**

### **Part III – Section A Staff Meetings**

The LWSD and LWEA agree that staff meetings are critical components to ensuring information is delivered in an effective and healthy way to meet the needs of staff and students.

### **Part III – Section B Communication**

A committee of teachers chosen by the staff and teachers designated as leaders at each building will meet with the principal of such building to provide input regarding scheduling outside of student hours, duration and content of staff meetings. This information will be shared with all staff. The Association and the District agree that staff meetings are most effectively used for discussion and decision-making regarding important educational issues. Whenever possible, routine information will be communicated electronically or by other appropriate means. Except for emergencies or exceptional circumstances, no more than an average of two (2) hours per month will be scheduled for required staff meetings.

1. Meeting schedules will be re-evaluated within one week upon the return to in person instruction.

### **Part III – Section C Meeting in groups**

Staff can elect to meet in small 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 attempt to use as few spaces as possible.

**Part III – Section D Scheduling Meetings**

- All building/department staff meetings will be conducted remotely through Teams.
- Employees will be given 24 hours' notice before a supervisor required meeting, except in an emergency.
- Meetings to share announcements or other information for which employee attendance is not required may not be provided the 24-hour notification. A single platform will be used for communicating required staff meetings.

**Part III – Section E Wednesday LEAP Schedule**

The LWSD Wednesday LEAP calendar will be made accessible for all staff in a central location.

**Part IV – Substitutes (Adopted directly from K-1 LOU)****Part IV – Section A Training**

In consideration of the unique requirements set forth by local, state and federal guidelines to address Covid-19 safety protocols, for the remainder of the 2020-21 School year the following requirements apply:

1. Safety and health training, paid at the standard sub rate, will be mandatory for all subs. This training will be required before placement on the approved substitute list.
2. Microsoft Teams Training for all subs will be required and paid at the sub rate. This training will be required before placement on the approved substitute list.
3. A variety of training opportunities (e.g. SEL, in-person and remote instruction) will be provided through the Professional Learning Management System (PLMS) platform but will not be required prior to placement on the approved substitute list.

**Part IV – Section B Compensation**

To maximize the availability of qualified substitutes, the following adjustments to the Collective Bargaining Agreement compensation structure as outlined in Appendix C will be implemented for the remainder of the 2020-21 school year:

1. Substitutes working in-person or remote will be compensated at the Friday super rate Monday-Friday for the remainder of the 2020-21 school year. (Section C.4)
2. Substitutes who work twenty-five to thirty-nine (25-39) days in one (1) school year (starting February 18, 2021) will receive a bonus of one thousand (\$1,000) dollars; those who work thirty-nine to fifty-five (39-55) days will receive one thousand five-hundred (\$1,500) dollars; those who work fifty-five (55) or more days will receive two-thousand (\$2,000) dollars. A day shall be equal to one (1) full day or two (2) half days. This bonus will be paid at the end of the school year in the July paycheck. (Section C.8)

**Part IV – Section C Emergency Classroom Coverage**

Given frequent Covid-19 guidance changes, the following process of emergency classroom coverage by elementary specialists will apply.

1. As part of the development of a building's emergency substitute coverage plan, Specialists who are in the increased-risk categories, as defined by the CDC will share their status with their



building administrator and will not be considered for in-person substitute assignments. This plan will be revisited within one week upon the return to in-person instruction.

2. Specialists will not be called to cover a remote or in-person class more than once per calendar week.
3. The District will work with a group of specialists to develop options to mitigate the impact on workload if called to cover a class.
4. In situations where remote classroom teachers, or teachers providing synchronous instruction remotely, will be out for a single day, teachers can create asynchronous lessons for students. Asynchronous materials will be provided to students to do for that school day. This will be communicated to students and families before the start of each school day and will not impact a single cohort of students more than once per month.

## **Part V – Job Assignments**

### **Part V – Section A Voluntary/In-Voluntary Transfer Process (Amended from K-1 LOU for Special Education purposes)**

1. Teachers transferred voluntarily or involuntarily during Covid will be placed back into their original school, with the assignment being determined in accordance with current building-based processes and procedures.
2. In response to staffing during the Covid pandemic, teachers will only be subject to transfer one-time unless agreed to through the District Labor Management process.
3. Transfer between elementary and secondary levels will not be approved for Covid-related transfers.

### **Part V – Section B Safety Net (Adopted directly from K-1 LOU)**

The District and Association share an interest in maintaining continuity for staff to the greatest extent possible. Continuity includes teacher and student relationships, current teaching assignment, and current school assignment. To implement remote and in-person learning Kindergarten and First Grades during Covid, some Safety Net teachers may be needed as K-1 classroom teachers.

- Safety Net teachers will be notified of the district level FTE needed to fill Kindergarten or First Grade teaching assignments.
- Safety Net teachers will be given an opportunity to volunteer to teach Kindergarten or First Grade.
- If there are not enough volunteers to fill the districtwide FTE needed to implement Kindergarten or First Grade, Safety Net teachers will be assigned to the pool of Safety Net teachers to teach Kindergarten or First Grade based on seniority.
- Section 23.4.1.F.1-5 of the CBA will be used to determine ties in seniority.
- After the pool of Safety Net teachers has been established, they will participate in the building-based processes outlined below to place staff into open positions.
- For the purposes of voluntary or involuntary transfers Safety Net teachers will be identified using program seniority.

**Part V – Section C      Transfer Process (modified and aligned with Appendix L of the current CBA)**

- Step 1. The special education director will notify the staff of the need for “X” number in-person or remote positions within the same program type and within the same building.
- Step 2. The special education director will then ask for volunteers to transfer to other locations within the district (If there are more volunteers than needed, Section 23.4.1.F.1-5 applies.
- Step 3. Volunteers will be given choices, if possible, of open positions within the district.
- Step 4. Volunteers will each be given five (5) days paid at the hourly timecard rate to make the transition to the new location.
- Step 5. Should there be no volunteers, the person with the least district seniority will be transferred to a new location within the district. District seniority is determined by their contractual start date, not the date they received, signed or returned their letter of intent or verbally committed to their contract.
- Step 6. If there is a tie on district seniority, the person with the least building seniority will be transferred.
- Step 7. If there is a tie on district and building seniority, the person who is lower on the educational lane of the salary schedule will be transferred.
- Step 8. If there is a tie on district and building seniority and educational lane, the person who has the least amount of overall experience will be transferred.
- Step 9. If there is a tie on district and building seniority, educational lane and overall experience, the person to be transferred shall be determined by lottery.
- Step 10. Special Services will make every effort to maintain special education staff in their 2020-21 school year buildings and program assignments. If shifts are necessary to accommodate student placements, the District will prioritize having staff remain in the same special education program (RR, IC, LC). If a teacher needs to be placed in a different school, Special Services is committed to working with the affected teacher to ensure their needs are met during the transition.

Involuntary transfers will be given choices, if possible, of open positions within the district. Individuals that are involuntarily transferred will be given five (5) days at the hourly timecard rate to make the transition to the new assignment.

**Part V – Section D      Employees at increased risk categories (Adopted directly from K-1 LOU)**

- 1. The District will request that employees in the increased-risk categories, as defined by the CDC, self-identify as early as possible. After accommodating staff at increased-risk, the District will work to accommodate staff that (1) fall in the CDC categories that might be at increased-risk, or (2) staff that live with individuals in the increased risk category.
- 2. Employees will not be required to provide personal health information due to qualification of being at increased risk per CDC. Should they not be able to perform their work responsibilities, an appropriate accommodation or leave may be requested and required paperwork shall be submitted in accordance with state and federal law.
- 3. The District will make a reasonable effort to accommodate employees at increased-risk, including but not limited to, (1) offering out-of-endorsement waivers, (2) work remotely, or (3) work with a limited number of students where possible.
- 4. Employees at increased risk shall not be required to:

- a. work on any task that cannot be performed without physical distancing,
  - b. work with students or staff who cannot wear face coverings.
- 5. The District and the Association recognize that some employees may be at increased-risk and may request an accommodation when in-person instruction is required. The following will be used to support staff:
  - a. Employees transferred, voluntarily or involuntarily as part of an accommodation and/or due to Covid conditions will be placed back into their current school in accordance with building processes and procedures for staff placement.
  - b. If there are two employees certified in the same area who request to work remotely, and there is only one position, the remote position will be assigned to the staff member at increased risk first.
  - c. If there are two employees at increased-risk and certified in the same area who request 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 may be assigned remote work in a secondary area of endorsement or in an area out-of-endorsement if available.

#### **Part V – Section E Training and Planning for Staff Voluntarily and Involuntarily Transferred (Adopted directly from K-1 LOU)**

For any teacher transferred to a new position, the District and Association will agree to a plan to provide teachers with five workdays to set up a new physical or remote classroom. As part of the plan, specific time will be provided for comprehensive training on new curricular materials. Training may be synchronous or asynchronous.

#### **Part V – Section F Planning for new students (Adopted directly from K-1 LOU)**

The District will develop a process at each building site to assure that any student added to an in-person classroom from either a transfer from remote learning or new to the district, will receive training on school/health & safety processes and procedures prior to attending in-person.

#### **Part V – Section G Pack Up and Relocation of Classrooms (Adopted directly from K-1 LOU)**

For any teacher who is asked to pack up or move classrooms, they will be provided 7.5 hours at the hourly timecard rate.

### **Part VI – Leaves (Adopted directly from K-1 LOU)**

#### **Part VI – Section A Access to Employee Assistance Program (EAP) During the Workday**

EAP services are available to all staff members as a current benefit for needed counseling services. To ensure that staff can access EAP services for the remainder of the 2020-21 school year, services can be accessed during the workday without the use of leave under the following conditions:

- 1. Services are accessed during a time when direct student supervision is not required (remote and in person).

2. Services shall not take place during Professional Learning or Team Collaboration LEAP days, required meetings or conferences. Teachers will complete missed professional responsibilities outside of the workday.
3. Services scheduled during the workday without the use of leave shall only be utilized one time per work week. Whenever possible, subsequent scheduled services should take place outside of the workday. For EAP services requiring multiple appointments per week, the staff member will use appropriate leave.

## **Part VI – Section B Leave Provisions During Covid-19**

In consideration of the potential impact on employee leave, the District and Association have agreed on the following provisions for the remainder of the 2020-21 school year.

### **Part VI – Section B 1 Sick Leave Balance**

Teachers assigned to provide in-person services, have access to a pool of sick leave for a positive Covid-19 diagnosis contracted at the workplace. Accessing this pool requires:

- the employee has exhausted supplementary paid leave options.
- submission of a positive diagnosis will be required from a qualified physician or medical organization.
- attestation that Covid-19 was contracted in the workplace.

The initial pool will consist of 100 days districtwide. The District Labor Management Team will evaluate the remaining assets of this pool on a monthly basis.

### **Part VI – Section B 2 Emergency Health Leave**

LWSD Emergency Health Leave will be maintained for staff who contract Covid-19 until the end of the 2020-21 school year or the end of the Governor's emergency proclamation, whichever is sooner.

Staff who are excluded from in-person instruction at the direction of administration due to possible exposure to a positive Covid-19 case will perform duties remotely. The teacher's remote duties will be directed by building administration. A substitute will be provided for in-person instructional responsibilities.

### **Part VI – Section B 3 Leave Option Communication**

Should a staff member be required to isolate or quarantine, the staff member will be apprised of their local, state and federal leave options.

### **Part VI – Section C Additional Considerations**

Given frequent Covid-19 guidance changes, the District and Association agree to meet prior to February 1, 2021 to evaluate leave options.

## **Part VII – Health and Safety Considerations**

**Student and Staff Health Precautions: The Association and the District agree to follow the current District Covid-19 safety plan and all relevant DOH, L&I and OSPI guidelines.**

**Part VII – Section A Face Coverings (Amended from K-1 LOU for Intervention and Special Services purposes)**

1. All employees, students, and building visitors shall wear protective face coverings consistent with the District Covid-19 Safety Plan exceptions may be made per conditions and a process outlined in the District Covid-19 Safety Plan. Teachers, including substitutes, will have prior notice in the event that a student has a qualified exception for face coverings.
2. If a special education student is unable to wear a qualified face covering, Special Education Teachers, Intervention teachers, and ESA staff are provided opportunity to use other district-approved barriers to allow students to sit physically closer and/or access the general education setting without compromising safety (i.e. plexiglass dividers).
3. 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 shall request them from the Covid site supervisor.
  - c. The District will provide 2 cloth masks for every student, additional cloth or disposable masks will be provided as needed.
  - d. Every employee who interacts with students in-person will be provided additional/replacement PPE for student use.
4. Staff who are deaf or hard of 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.
  - b. Teachers providing instruction to students who are deaf or hard of hearing will have access to protective face shields or other appropriate PPE.
5. Employees may choose to provide their own face coverings that meet Health Department and Centers for Disease Control guidance.
6. Employees working with students who cannot wear a face covering for the reasons described above or for reasons due to a specific task such as speech/language evaluation or instruction, shall be provided all appropriate personal protective equipment (PPE) as outlined in the PPE Selection by Task section of the District's Covid-19 Safety Plan., 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.
7. If a request for PPE is denied, the employee may contest the decision by following the labor management process. The employee will be provided the requested PPE during the interim.
8. School administrators will work to ensure that students comply with face coverings and physical distancing expectations and school administrators will be expected to take steps to address instances where students or staff fail to comply with those expectations.

**Part VII – Section B Eating at School (Amended from K-1 LOU for Intervention and Special Services purposes)**

1. Eating and drinking times (snacks), *per IEP or 504 accommodations*, will be scheduled to minimize student contact time and comply with the District Covid-19 Safety Plan.
2. Eating and drinking times (snacks), *in IC/LC and preschool classrooms*, will be scheduled to minimize student contact time and comply with the District Covid-19 Safety Plan.

3. Students will not eat or drink in the General Education classroom. Students needing to eat or drink outside of scheduled times will do so in supervised, designated areas outside of the classroom.
4. Staff may leave their worksite during their duty-free lunch, following building procedures.

**Part VII – Section C Health Screenings, following Department of Health and Labor and Industries guidelines (Adopted directly from K-1 LOU)**

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 a temperature check upon arrival at school.
  - c. The District will provide thermometers for sites to use.
    - The District will maintain accuracy of thermometers.
    - Buildings will distribute thermometers so that each classroom will have easy access.
    - Each classroom will have a supply of forehead thermometer strips.
    - Buildings may request additional thermometers through the Covid supervisor.
  - d. Health screening forms must be provided in the home language of students' families/guardians.
  - e. No person will enter any school facility if they display any Covid-19 symptoms.
    - Prior to beginning work each day, LWEA members working in buildings will complete a personal attestation. LWEA members are encouraged to complete an on-site temperature check.
    - Employees will report to a designated point for screening before going to their classroom or other part of the building.
2. LWEA represented staff who are working on site may be needed to assist with health screenings and will be compensated for time outside their instructional day. The District will provide all the appropriate PPE for this task. Schools will recognize LWEA represented staff instructional/supervision responsibilities and work to create schedules that minimize educator assignment in health screening. Schedules will be evaluated and adjusted as needed.
3. No non-essential visitors or volunteers in buildings.

**Part VII – Section D Physical Distancing (Adopted directly from K-1 LOU)**

1. Classroom capacity will be set per physical distancing standards (6 feet person to person while seated) and will not be exceeded. Differences of classroom size and shape will be considered when assigning the maximum number of students to a classroom. Student desk placement will also verify student line of vision. The teacher station will be at least 6 feet from the nearest student desk.
2. When an employee is assigned a classroom, if at all possible, no later than one week prior to the first student contact day, employees shall have the opportunity to 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. Cohorting has been designed and prepared to reduce the amount of cross contact between students and staff. Maintaining classrooms as separate cohorts will be a high priority guiding principle when operationalizing the school day. Classroom cohorts will not exceed 15 students for in-person instruction in a classroom.

#### **Part VII – Section E Hand Hygiene (Adopted directly from K-1 LOU)**

1. 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.
2. Students and staff are required to wash their hands with soap and water according to the Safety Plan (e.g., before and after eating; after blowing nose, coughing, or sneezing; when hands visibly dirty; after recess; after using the bathroom). Students and staff are required to wash their hands or use hand sanitizer upon entering the classroom.
3. Hand sanitizer will be placed in classrooms and refilled regularly. Hand sanitizer stations will be placed in high touchpoint areas throughout the school (when supervised).
4. In the event that there is no sink in the classroom and no ready access to handwashing for a classroom, the teacher will work with the principal and problem solve a solution amenable to both the teacher and principal, which may include additional staff assistance or consulting with support services to consider the option of a handwashing station.

#### **Part VII – Section F Exclusion of students and staff with Covid-19 symptoms (Adopted directly from K-1 LOU)**

1. Students and staff who display Covid-19 symptoms as outlined in the District Covid-19 Safety Plan shall be immediately excluded from the classroom setting.
2. 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. Buildings will set up and establish a designated area where classrooms will continue learning if a classroom is evacuated.
3. 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.
4. Buildings will follow the District Covid-19 Safety Plan for responding to symptomatic cases. 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.
5. LWEA members are not responsible for implementing disinfecting protocols for a classroom or space where a known, or probable case as defined by the Covid safety team, was present.
6. Prior to returning to use, rooms and other facilities (including bathrooms and buses) where a known or probable case as defined by the Covid safety team was present will have been disinfected consistent with District cleaning protocols.
7. Students and staff who have been removed from a school, classroom, or space who display Covid symptoms will not return to school until complying with public health guidance as defined in the District safety plan.

#### **Part VII – Section G Exposure to Covid-19 (Adopted directly from K-1 LOU)**

1. The District will follow the District Covid-19 Safety Plan guidelines for notifying students and staff if they have been exposed as defined by close contact per CDC guidelines for the following:
2. When any student or District employee notifies the District that they have a confirmed case of Covid-19, employees and students will be notified if they have been exposed, defined as having been in close contact per CDC guidelines.
3. 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.
4. 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.

#### **Part VII – Section H Sanitation of Facilities (Adopted directly from K-1 LOU)**

1. Consistent with the Covid-19 Cleaning and Disinfecting Protocols outlined in the District Covid-19 Safety Plan, custodial services will focus efforts 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. Additionally:
  - a. Used trashcan liners will be changed daily and will be noted following the process in the following section (I.b.ii).
2. Cleaning and disinfecting protocols outlined in the District Covid-19 Safety Plan will govern systems for cleaning and disinfecting at the building level. Additionally:
  - a. Each building will publish a custodial cleaning schedule that will address the cleaning and disinfecting that focuses on high touch point areas including but not limited to hallways, restrooms, offices, and classrooms.
  - b. Custodial cleaning schedules will be posted with the expected tasks completed and verified by the head/day custodian and reported to the Covid supervisor. Support services will set up a plan for meeting cleaning expectations with sub custodians.
3. The District will provide microfiber cloths and cleaning solution to ensure all appropriate cleaning protocols can be met when staff work on campus consistent with the District Covid-19 Safety Plan.
  - a. Cleaning and sanitizing will be a shared responsibility. However, it is not the responsibility of certificated educators to disinfect surfaces.
  - b. Recognizing that some educators work in very large or complex classroom environments, variability of classroom size and shape will be considered when discussing cleaning protocols.
4. Procedures for proper disposal of PPE will be clearly outlined and posted for all.
5. The LWSD cleaning matrix will either be incorporated into the District's Covid-19 Safety Plan or published in a manner allowing certificated staff to access.

#### **Part VII – Section I Training and Professional Development (Adopted directly from K-1 LOU)**

1. All staff and students shall receive professional development/training on the pertinent content, requirements and expectations of the District Covid-19 Safety Plan prior to their first in-person day.
2. Substitutes shall receive professional development and training on Covid-19 health and safety precautions and expectations prior to working in person. This training shall be paid.



3. The District will implement protocols to maintain health and safety guidelines during the Covid-19 pandemic, including training and procedures for what to do when protocols are not followed or implemented.
4. The District shall provide training on doffing and donning (and appropriate PPE) for employees who must perform tasks requiring specialized PPE such as gloves and gowns. that cannot be accomplished with physical distancing.
5. Employees hired after the return to in-person instruction 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.
6. Covid-19 safety trainings will be scheduled to occur synchronously during the workday and prior to resumption of in-person learning. It will be available for access by staff who either miss the synchronous training or wish to review the training asynchronously.

**Part VII – Section J    Communication with staff, students and families about health and safety (Adopted directly from K-1 LOU)**

1. Staff, students and their families will receive communication from the building and/or District regarding health and safety expectations, including but not limited to, wearing face coverings (PPE), physical distancing, handwashing, attestation, health screenings, response protocols to positive cases, and response protocols to suspected cases. 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.
  - a. The District will provide the Association all safety plans and protocols not covered in this agreement including updated versions when they are revised.
  - b. The District will communicate changes/decisions impacting classroom or school workdays or professional responsibilities due to a Covid-19 response with staff prior to communicating with students, families, and the community.

**Part VII – Section K    Supervision for compliance (Adopted directly from K-1 LOU)**

1. 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.
2. All staff are expected to comply with safety expectations and requirements as outlined in the District Safety plan.
3. Procedures for reporting safety concerns and violations will be reviewed by building admin with staff prior to in person work. For the purposes reporting safety concerns and violations, including Covid safety, staff will follow the following procedures:
  - a. Employees who believe their personal safety or the safety of students is compromised, which includes a lapse in adherence to the District Covid-19 Safety Plan or negotiated agreements, shall use the following procedures: the employee shall notify the Covid site supervisor or building principal regarding the safety concern. The Covid site supervisor or building principal shall work with the employee to resolve the concern(s) appropriately and promptly.

- b. If the problem is not resolved, the employee should seek assistance from the building safety committee, which will include LWEA members who work on site and members of the Covid incident command team. Should safety concerns remain unresolved, further assistance shall be sought from the building labor management team prior to referral to district labor management.
- c. Building labor management teams may review and discuss safety concerns related to Covid as a part of their regular labor management meetings.

#### **Part VII – Section L Ventilation (Adopted directly from K-1 LOU)**

- 1. The District agrees to publish its Ventilation Plan in a manner allowing certificated staff to access and to make its Pre-Occupancy Checklists available for each building. Building specific HVAC information will be made available to certificated staff upon request.
- 2. The District agrees to operate school buildings within the parameters of the District Ventilation Plan. Any concerns related to ventilation shall use the process outlined in section L.
- 3. Staff will be allowed to open external classroom windows.

#### **Part VIII – Provisions for Remote Staff Working on Campus (Adopted directly from the K-1 LOU)**

These provisions are for educators who are not assigned in-person instruction and who would like to deliver remote instruction or access resources on campus for the 2020-21 school year.

##### **Part VIII – Section A**

All staff will follow the District Covid-19 safety guidelines when working on campus during 20-21 school year, which encompasses Department of Health, Labor and Industries, CDC, and OSPI guidelines. This includes but is not limited to: protocols related to physical distancing, mask wearing, awareness of individual building use and locations, and requiring attestation of health upon entering the building.

##### **Part VIII – Section B**

Use of space will be prioritized by need: first on student learning needs; next on instructional needs of staff assigned in-person; and last on instructional needs of staff not assigned in-person.

- 1. Remote staff have access to their classroom or a private area on campus to work provided that such areas are not in use for the support of in-person learning at the time.
- 2. Educators will still have access to their materials and resources in their classroom when unoccupied by other staff or students.
- 3. Remote staff have the option of working from home.
- 4. Remote staff working on campus will be notified at least 48 hours prior to a change in their access to their preferred workspace on campus.

##### **Part VIII – Section C Remote employees coming onsite**

- 1. If onsite work is expected of a remote educator, and they have safety concerns, the building admin and member will create a plan that mitigates safety risks to perform the work.
- 2. If an alternative plan cannot be reached, a resolution will be sought at building labor management prior to a referral to district labor management.

3. If a mutual agreement cannot be met, the District and the Association will discuss to assess the safety and necessity of the request.

## **Part VIII – Section D**

Prior to moving from remote to in person instruction or phasing in additional staff, a meeting will be held between the District and the Association to assess compliance with the most current DOH, L&I, and OSPI guidelines and agreement with existing LOUs for return to work.

## **Part IX – Provisions for ESA staff**

### **Part IX – Section A Workday Expectations of Special Services Staff (ESAs)**

1. Wednesdays will be IEE (Intervention, Engagement, and Enrichment) days. SLPs, OTs, and PTs have the option to provide SDI or related services on Wednesdays.
2. SLPs, OTs, and PTs will receive an additional 2 hours and 10 minutes of planning time, originally scheduled for Wednesdays, which could be used throughout the week based on individual therapist preference and to meet the needs of students.
3. Special services staff may work with their building administration to flex their schedules for the benefit of students.
4. For ESA duties that can be done remotely, ESAs may determine their physical work location which may include working outside of the school building.

### **Part IX – Section B Teletherapy Expectations**

1. In order to access student IEP goals, SLPs, OTs, and PTs shall provide teletherapy services following the educational model of the student and must include synchronous support or services and may also include asynchronous and/or consultation services.
2. SLPs, OTs, and PTs who hold a DOH license can provide teletherapy services only when the student is physically present in the state of WA per the requirements of their state licensure unless the SLP, OT, or PT holds a license in the state where the student is physically present.
3. SLPs who are ESA certified and not licensed through DOH can provide teletherapy services only when the student is physically present in the state of WA unless the SLP holds certification in the state where the student is physically present.

### **Part IX – Section C In-Person Services**

1. SLPs, OTs, and PTs will review their caseload data to determine which students are not making progress toward their IEP goals or struggling to engage/access services.
2. SLPs, OTs, and PTs can provide in-person services based on caseload data reflected above and if needed to support the students specially designed instruction.
3. When SLPs, OTs, and PTs are required to go into the building to provide therapy they will work with their building administrators to find therapy locations (either in the building or in another district location) that provide larger spaces preferably with a window that opens to the outside and meets safety guidelines.

**Part IX – Section D Transition – ESA Staff**

1. To provide time for the transition responsibilities for SLP, OT and PT staff members, there will be no elementary Special Education services on February 8-10 and 16-17. These responsibilities include, but are not limited to, developing or modifying individual plans for new students; preparing specialized materials and equipment; communicating with families about adjustments to services; training paraeducators; and ensuring a seamless transition of services for students.
2. Because of the additional workload related to IEPs and legal requirements, and the significant time required for scheduling each individual student on their caseload before each transition, that are beyond the responsibilities described above, SLP, OT and PT staff members who are working with elementary students will receive a \$1,000 stipend.

**Part IX – Section E Covid-19 Related Challenges**

In anticipation of increased referrals due to impact of Covid-19 on student performance or well-being, the District will provide guidance/resources for classroom interventions to use prior to being referred to Guidance Team.

**Part IX – Section F At-Risk ESA Staff**

1. The District will request that employees in the increased-risk categories, as defined by the CDC, self-identify as early as possible. After accommodating staff at increased-risk, the District will work to accommodate staff that (1) fall in the CDC categories that might be at increased-risk, or (2) staff that live with individuals in the increased risk category.
2. Employees will not be required to provide personal health information due to qualification of being at increased risk per CDC. Should they not be able to perform their work responsibilities, an appropriate accommodation or leave may be requested and required paperwork shall be submitted in accordance with state and federal law.
3. The District will make a reasonable effort to accommodate employees at increased risk, including but not limited to, (1) remote work, or (2) work with a limited number of students where possible. Employees at increased risk 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. If an SLP, OT, or PT is at increased risk and/or is unable to provide in-person therapy, the therapist will work with their direct supervisor to find coverage or take appropriate leave.
  - a. Students identified for in-person services may need to be transferred to another therapist depending on increased-risk therapist needs.

**Part IX – Section G Special Education Evaluations**

1. When in-person assessment is required for initial eligibility or determination of continued eligibility, staff will arrange a date/time with parents to have the student brought into a building for testing or test the student during a time when they are in-person, with appropriate student and staff PPE.

2. If an evaluation team member is high-risk and/or is unable to complete an in-person evaluation (including in-person classroom observations), the evaluator will work with their direct supervisor to find coverage.
3. When evaluation team members are required to go into the building to complete assessments, they will work with their building administrators to find testing locations (either in the building or in another district location) that provide larger spaces preferably with a window that opens to the outside and meets safety guidelines.

**AGREED:**

For the District

For the Association

\_\_\_\_\_

\_\_\_\_\_

Signature Superintendent Jon Holmen

Signature President Howard Mawhinney

Date: \_\_\_\_\_

Date: \_\_\_\_\_