

**Letter of Understanding
Between the Lake Washington School District
and the Lake Washington Education Association
Regarding In-Person Instruction for Grades 6 - 12**

Preamble

Lake Washington School District “District” and the Lake Washington Education Association “LWEA” negotiated 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, nonviolent, 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 during the 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 LWEA in the bargaining unit as defined in the Recognition Clause. The following agreements are effective March 31, 2021 – June 30, 2021.

Change to Instructional Model

In the event that **COVID19** conditions, the Health Department and/or state direction or guidance warrant a change to the secondary model, the District and Association agree to reconvene to consider changes.

The provisions of this LOU modify the existing CBA during the effective dates of the LOU. Other external documents are referenced in the LOU, with the understanding those documents may be necessary for a complete understanding of these agreements. If statements are in conflict, the concerns will be addressed in District Labor Management meetings.

- [Governor Inslee’s Proclamation: Children and Youth Mental Health Crisis](#)
- [Washington State Department of Health Updated Guidance](#)
- [Statement from Lake Washington School District Board of Directors](#)
- [Governor Inslee’s Proclamation on High-Risk Employees and Workers’ Rights](#)
- [LWEA/LWSD 2017-2021 CBA](#)
- [LWSD Safety Plan](#)

Part I – 6th – 12th Grade Instructional Model**Part I –Section A. Teaching and Learning Conditions**

1. The teacher workday shall continue to be 7.5 hours.
2. The definition of synchronous, asynchronous, and concurrent 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 that students complete when convenient for the student/family and complete learning tasks based on a pre-developed lesson.
 - c. “Concurrent” will mean that students are in an in-person/classroom environment and students are in a remote learning environment and are receiving instruction at the same time, during a class period, via Teams.
3. Monday, Tuesday, Thursday, and Friday will be concurrent class days; Wednesdays will remain for student support, teacher planning, and LEAP time.
 - a. Instruction will be concurrent so that it is accessible by students in school and remotely at the same time.
 - b. Over the course of the week, at least half of the class time will include concurrent instruction.
 - c. The remainder of the class time may include independent work time as needed.
 - d. Teachers will use professional judgment to plan their classroom time and instructional strategies to meet the needs of their students.
4. Afternoons on Monday, Tuesday, Thursday, and Friday are to be used for asynchronous learning, student support, and teacher planning and preparation.
 - a. If teachers offer in-person support in the afternoon, they should offer at least as much support for students who are at home.
 - b. Teachers offering in-person support must follow the District Safety Plan and ensure that a building administrator is aware of the time and schedule for the support.
 - c. The scope of in-person supports building-wide must be reviewed by the building safety committee.
 - d. Any in-person support outside of class time should follow the District Health and Safety Plan
5. Wednesdays are for asynchronous teaching and learning, student work time, student support, 3 hours of teacher planning and 1.5 hours of LEAP time.
 - a. 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.
 - b. On three designated Wednesdays (April 21, May 12, and June 2) there will be no expectation for connection hours and no District or building-directed time in order to provide teachers with time to plan, participate in professional learning, and to meet with colleagues.
 - c. Teachers may choose to offer in-person support on Wednesdays but are not required to do so.
6. Teachers of high school credit-bearing classes will plan a minimum of 225 minutes of learning per class, per week. This will be a combination of concurrent, remote synchronous and asynchronous learning.

7. The two hundred and fifty (250) minutes per week of teacher planning time will be maintained per section 12.4.1 and section 12.4.2 of the contract.
 - a. Two (2) hours and ten (10) minutes of additional self-directed planning time, beyond the weekly 250 minutes, will be provided for a continuous block that shall total 3 hours of self-directed planning for teachers on Wednesday.
 - b. Planning time on Monday, Tuesday, Thursday, and Friday will be in a continuous block of no less than 50 minutes.
 - i. If a teacher does not have a class period for planning time on a given day due to a block schedule, the 50 minutes of planning time may be taken after in-person student hours.
8. Teachers will have a 30-minute duty-free lunch.
9. During periods of remote instruction, asynchronous instruction and support, and/or when not supervising students, teachers may determine their physical work location, which may include working outside of the school building.
10. Teachers will not be required to record live instruction. If recording live instruction, teachers must adhere to "Option to Record Synchronous Instruction LOU."
 - a. Teachers will not record or post live instruction until the LOU for recording synchronous instruction is reviewed and updated for concurrent instruction.
11. Because closures may happen at any time, teachers should take their laptops and power cord home each day.

Part I – Section B. Attendance and Grading

1. The District will clarify and communicate attendance expectations and procedures to buildings prior to in-person learning.
2. As per the CBA, section 10.14, the District and the Association acknowledge that the evaluation of student work, including determination of student grades is a professional responsibility of the teacher.
3. Teachers are encouraged to use their professional judgement to adjust expectations and grading to meet the unique needs of students during this additional period of adjustment.

Part I - Section C. Transition Time

1. During the five (5) student days prior to the start of in-person instruction (April 12-16) teachers will be given preparation time to address areas such as physical classroom set up, instructional planning, collaboration, and building planning meetings.
2. The thirty-seven and half (37.5) hours during the transition week will be scheduled using the building decision-making model as follows:
 - a. Up to eight and a half (8.5) hours will be used to meet as a building to plan and prepare for the transition to in-person learning. This time includes district-developed health and safety training, strategies teachers can use during the first weeks of school to build connections with and among students, and Smart Board training.
 - i. If additional building meeting time is needed beyond these 8.5 hours (e.g., additional building leadership team, instructional leadership team, etc. beyond the 8.5 hours), it will be provided using the building budget.
 - b. At least twenty-nine (29) hours of this time will be used at the discretion of individual secondary classroom teachers to prepare for the transition to in-person instruction.
 - i. No less than four hours of this time will be provided on Monday, with no district or building level requirements. This time is for teachers to prepare and post asynchronous lessons/project(s)/activities for the week.

- Teachers are not responsible for creating Monday's lessons/project(s)/activities for students.
 - Teachers must post asynchronous lessons/project(s)/activities for Tuesday, April 13 through Friday, April 16.
 - Teachers will be provided two hours of compensation at the timecard rate to prepare asynchronous lessons for Tuesday through Friday of the transition week.
 - Teachers with 3+ preps will receive an additional hour of compensation for each additional prep, e.g., 3 preps = 3 hours, 4 preps = 4 hours, etc.
- ii. Teachers may meet with PLCs during this time but will not be required to do so.
3. Teachers will be compensated at the timecard rate to participate in two hours of synchronous and asynchronous technology training. If teachers are required to attend a training that is offered during the contract day, the compensation is to be used for lost planning time.
 4. Teachers will not be required to take attendance during transition week. Attendance will be coordinated by the District.
 5. The District will be responsible for ensuring classrooms have the technology needed and that it is functioning for concurrent teaching by the start of in-person instruction on April 19.
 6. Any technological needs that occur during the first week of instruction will be communicated to Helpdesk and should be prioritized by the District.
 7. Within two weeks of the start of school, the District and the Lake Washington Education Association will meet to review teacher feedback about the use of technology to support concurrent instruction and will adjust accordingly and promptly.
 8. Technology Integration Facilitators may be compensated for up to an additional four (4) hours to set up their own classrooms earlier to test the classroom technology, and to serve as models for other classroom teachers by providing at least two opportunities for teachers to see the classroom and how to set it up; and to help identify or share feedback about technology issues with the technology department.
 9. Teachers may meet with students remotely during the week of April 12 but will not be required to do so.
 10. Special Education Teachers will provide asynchronous instruction in alignment with their general education colleagues during the transition week.
 11. If a teacher is required to shift from in-person to remote instruction during the school year due to an unexpected school or classroom closure, there will be one day of transitional instruction.
 - a. Teachers may provide asynchronous and/or synchronous instruction on this day.
 - b. Teachers will communicate with their students at the beginning of the day about how to access the lessons for the day.

Part I – Section D. Supports

1. In the interest supporting the mental health of students and staff, the district will develop short- and long-term strategies, resources, and professional learning for this year, including:
 - a. Strategies teachers can use during the first weeks of in-person learning, which starts on April 19, to build connections with and among students.
 - b. Ongoing opportunities for needs-based training through the rest of the school year.
 - c. Information about tiered supports that are available in the school and community.

Part I – Section E. Special Education

1. Caseloads
 - a. Caseloads will align with current CBA language outlined in Article 13.4.1. Resource Teachers should not exceed 23 IEPs. Caseloads for Transition Center/Transition Academy Teachers should not exceed 10 IEPs. Should caseloads exceed limits outlined above remedies will be provided as described in Article 13.4.2 and related appendices of the CBA.
 - b. Students in Special Education will be on the same daily schedule as their general education peers, and Special Education Teachers will return to a full class size in alignment with their caseload.
 - c. To the largest degree possible, caseloads will be limited to a single program model.
 - d. Caseloads will be reviewed for caseload overages as of May 1. If additional FTE is required, super contracts will be issued, prorated for the balance of the year.
2. Caseload Management Time (CMT)/Planning Time
 - a. Secondary Resource Teachers will continue to have one (1) period of CMT.
 - b. Transition Center Teachers will work with their building principal to collaboratively develop a schedule for special education services. The intent is to prioritize special education students within the building schedule and to ensure clear blocks of CMT for teachers.
 - c. In addition to CMT, Special Education Teachers will have planning time in alignment with general education teachers on Wednesdays. If CMT and/or planning time are unable to be accessed, teachers will be compensated at the timecard rate from the building budget.
 - d. Secondary schools will be allocated 4 hours of IA time daily (can be added to the current IA staffing in order to support students in the late afternoons or evenings) to support student connection needs. If this staffing is unavailable and teachers are required to use their CMT time, they will receive compensation for lost planning with prior administrative approval.
3. Instructional Model – In Person
 - a. Special Education Teachers will provide in-person instruction for all special education students, four days a week, on the same daily schedule as their general education peers.
 - b. If the district must shift to hybrid, all special education students will remain on a 4 day/wk. schedule in accordance with health and safety guidelines. If there is a specific need for a class quarantine, the impacted students in special education would work remotely in alignment with their general education peers.
 - c. In recognition of the unique challenges in special education and to comply with the District Safety Plan, Special Education classes will have priority in accessing additional space as available to provide in-person services.
 - d. Students will return to their neighborhood schools if they decide to access school in person to the greatest extent possible. Students currently being served in person at a school other than their home school may remain there if there is no in person Special Education Teacher at their home school. If there is no Special Education Teacher available to work in person at any individual school, special education students may be assigned to an alternative school.
 - e. If there are more than 10 students receiving resource room services in a special education class, and the teacher is working with both in-person and remote students,

- principals should prioritize para/IA coverage for those classes. If a para/IA is not available, then another teacher could volunteer and be compensated to support that class. In the event that multiple staff members are interested in providing support, assignment process will follow CBA 23.4.1.
- f. If needed, teachers can request to access any remaining para hours that were assigned to elementary schools with district approval.
 - g. Special Services Staff may work with their building administration to flex their schedules for the benefit of students.
4. ESA Staff: Speech-Language Pathologists (SLP), Occupational Therapists (OT), Physical Therapists (PT)
 - a. ESA staff will have the option to serve students in-person as well as continue providing tele therapy services as needed.
 - b. 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.
 5. Wednesdays
 - a. Wednesdays will be student support, teacher planning and LEAP time.
 - b. Special Education Teachers and ESA staff have the option to provide Specially Designed Instruction (SDI) or related services in-person on Wednesdays.
 6. Remote Instruction for Transition Center Students
 - a. Students identified for remote services will be served by designated Special Education Teachers.
 - b. These designated teachers may work with their building administration to flex their schedules for the benefit of students. Additionally, they may be serving students from multiple schools and these students may change due to the reconfiguration.
 7. IEP Amendments
 - a. Special Education Teachers will consult with a Director of Special Education to discuss potential IEP amendments necessitated by the return in-person instruction.
 - b. Should a Special Education Teacher and a Director identify a need for amendment, Special Education Teachers will be compensated at the timecard rate.
 8. Transition Academies (TA)
 - a. Special Education Teachers will provide in-person instruction for TA students, 4 days per week in the current AM/PM in-person schedule.
 - b. In addition, students will be able to participate in select community settings as allowed by the Department of Health.
 - c. Students who opt for remote instruction will be assigned to designated remote teachers.

Part II – Staffing

Part II – Section A. Staff Meetings

1. 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 II – Section B. Meeting in Groups

1. The intent of Section B is to allow small teams of teachers the flexibility to be able to meet in person if they choose, while continuing to meet remotely for whole-staff meetings. All required meetings (staff meetings, IEP meetings, SIT meetings, Guidance Team meetings, 504 team

meetings, evaluation/re-evaluation meetings, special education recovery service meetings) will continue to be held remotely on Teams.

2. Small groups of in-person staff may elect to meet in person. Staff electing to meet in small groups are subject to Department of Health, King County Health, and Labor and Industries guidelines.
3. Staff who are not able to meet in person will have the opportunity to join meetings remotely through Teams.

Part II – Section C. Scheduling Meetings

1. Employees will be given 24 hours' notice before a supervisor required meeting, except in an emergency.
2. Emergencies or exceptional circumstances may require that meetings may be announced with less than 24 hours' notice. Attendance at these meetings may not be mandatory due to the short notice.

Part II – Section D. Wednesday LEAP Schedule

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

Part III – Substitutes

Part III - 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, and technology integration) 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 III - Section B. Classroom Coverage for Remote Staff

1. Principals **shall** seek volunteers to provide regular classroom supervision and support for a designated class through the end of the 20-21 school year that will be taught remotely by the current teacher of record. Counselors will not be eligible to volunteer for classroom supervision.
 - a. Teachers who volunteer will receive an incentive in the form of compensation in the amount of \$1600.00 for their provision of coverage and support. Compensation will be paid out in two equal amounts, likely included in the May and June paychecks.
 - b. In the event that multiple staff members are interested in providing coverage, assignment process will follow CBA 23.4.1.
2. Unfilled need that remains after completion of Step 1 will be communicated to Level Directors. District will allocate newly hired long-term subs to provide supervision and classroom support for classes that will be taught remotely by the current teacher of record. Long-term sub pay will reflect the current CBA section C.9.

3. Unfilled need that remains after the completion of Steps 1 and 2 will be addressed by building administration. For any class that is not covered, the principal will:
 - a. Assign current non-classroom certificated staff, excluding counselors, to no more than 2 classes per day.
 - b. Assign missing sub coverage as per existing building-based process.
 - c. Staff will be paid at their per diem rate.

Part III - Section C. 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 2020-21 school year. (Section C.4)
2. Substitutes who work twenty-five to thirty-nine (25-39) days in one (1) school year 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 – Remote Requests and Room Reassignments

Part IV - Section A. Employees in Increased Risk Categories

1. The District will request that employees in the increased-risk categories, as defined by the CDC, self-identify as early as possible. Employee who has identified at increased-risk will provide signed documentation from their health care provider attesting to their increased-risk. Employees documented as at increased-risk will be accommodated with a remote placement. 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 may 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. 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. When remote placement is used as a part of an accommodation and/or due to COVID conditions, staff will return to their currently assigned building at the start of the 2021-2022 school year.

Part IV – Section B. Room Reassignment, In-Building Relocation, and Staff Planning Areas

1. When room reassignments or in-building relocation are needed to support student supervision or building sanitation needs, each building's leadership team and principal will create a plan for the equitable reassignment of staff to new rooms. Impacted teachers will be given as much advanced notice as possible of such a required move.
2. Staff who are required to vacate and relocate to a different classroom than the one to which they were originally assigned will be compensated for 7.5 hours at the hourly timecard rate.
3. Each staff member will have an appropriate location for planning in alignment with the CBA and the District Safety Plan.
4. In situations where teachers need to plan in a space that does not conform to CBA parameters, teachers will identify a location that is in alignment with the District Safety Plan, and the teacher will be compensated for displaced planning at timecard rate.
5. Certificated staff with a part-time contract may consult with building principal to make arrangements for planning space and flexible arrival and departure times outside of the staff member's contracted workday.

Per the CBA, Section 14.2: Building Decision-Making Models. The Association and the District agree that formal decision-making models and operating principles promote a healthy work climate. To this end, buildings will collaboratively establish and utilize operating principles and decision-making models in order to address site-specific issues.

The language in Article 17 of the CBA provides guidance for the provision of appropriate facilities.

Part V - Leaves**Part V – 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 are able to 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 V – Section B. Leave Provisions During COVID-19

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

Part V – Section B1. Accessing Sick Leave Pool

1. Teachers assigned to provide in-person services have access to a pool of sick leave for a positive diagnosis of COVID-19 contracted at the workplace. Accessing this pool requires:
 - a. The employee has exhausted COVID-related state or federal paid leave options.

- b. Submission of a positive diagnosis will be required from a qualified physician or medical organization.
 - c. Attestation that COVID-19 was contracted in the workplace.
2. Staff who are experiencing side effects after receiving a COVID-19 vaccine may utilize the pool to take one paid day of leave within 24-48 hours following inoculation. Should an employee need to take additional days, due to experiencing side effects, the employee would use days from their personal sick leave balance.
3. 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 V – Section B2. Emergency Health Leave

1. 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.
2. Staff who are excluded from in-person instruction at the direction of administration, due to possible exposure to a positive COVID-19 case or inability to pass attestation but are well enough to continue teaching, will perform duties remotely. A substitute will be provided for in-person supervision responsibilities when staff member is able to provide remote instruction.
3. Staff who are unable to continue teaching due to COVID-19 illness or symptoms will have all teaching duties covered by a substitute.

Part V – Section B3. 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 – Job Assignments**Part VI - Section A. Student Supervision**

1. In order to adhere to COVID-19 protocols, it is important that all staff understand their supervisory responsibilities during structured and unstructured times. Building Leadership Teams will work collaboratively to develop staff expectations for unstructured times, such as before school, during passing periods, lunch periods, and after school.
2. Following the building-based decision-making model, building leadership teams will create a schedule, based on the District Safety Plan, unique to each building for attestation during the instructional day and consistent with Part VIII.C.2, Health Screenings

Part VI – Section B. Travelling Staff

1. Travelling staff will collaborate with their building principals to manage their assigned schedule so as to facilitate travel between two assigned locations.
2. In the event that a suitable schedule cannot be arranged, travelling staff will be assigned in-person to the building in which they work the larger portion of their total FTE. The teaching assignment in the building with the lesser portion of FTE will be worked remotely by the teacher. That building will be responsible for finding in-person coverage.
3. Staff who are split equally between two sites will work collaboratively with both building principals to determine where staff member will report for in-person work.
4. The provisions of CBA 12.6.1 will apply.

Part VI - Section C. PE and Visual Performing Arts

1. As an option for departments, in consultation with building administration, in courses where physical performance is an essential part of the learning, departments can choose to rearrange students in course sections into specifically remote and in-person groupings.
2. Should a department choose to make use of this provision, building leadership will partner with teachers to identify and divide students into in-person and remote groupings. Teachers will provide input into the decision to be assigned to these groups in order to facilitate effective instruction for all students.

Part VII – Childcare Supports

1. The Association and the District will collaborate to gather information regarding the need for secondary staff childcare for school-aged children K-5.
2. Reported needs will be analyzed to determine categories of care:
 - a. Learning community/feeder-pattern based needs
 - b. Age/grade level needs
 - c. Transportation needs
 - d. Before/after care needs
3. Based on the above information, the Associate Superintendent of Business Services, and the LWEA Advocacy and Leadership Competency Team will explore the possibility for community-based providers or created staff positions to fill this need in centralized “hubs.”
4. Centralized hubs are defined as LWSD schools with available space to host childcare that are also centrally located, so as to facilitate transportation of children to their schools or be convenient to the staff member’s assigned work location.
5. This team will define the task necessary to find childcare resources, identify dates for completion, and report their findings to staff as soon as possible.
6. While determining childcare needs, during the transition week of April 12-16, staff will be able to bring their school-aged children to their assigned schools during the contracted workday. Staff retain the health and safety liability for their own children while on campus.

Part VIII – Health and Safety Considerations

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

Part VIII – Section A. Face coverings

1. All employees, students, and building visitors shall wear protective face coverings consistent with the District’s Safety Plan exceptions may be made per conditions and a process outlined in the District's Safety Plan. Teachers, including substitutes, will have prior notice in the event that a student has a qualified exception for face coverings.
 - a. The District shall provide cloth and disposable face coverings for all employees and students.
 - i. The District will provide 5 cloth masks for every employee.
 - ii. Disposable masks will be available on campus. If an employee needs additional cloth masks, they shall request them from the COVID site supervisor. If an employee needs additional or different PPE, they shall request them from the COVID site supervisor.

- iii. The District will provide 2 cloth masks for every student, additional cloth or disposable masks will be provided as needed.
 - iv. Every employee who interacts with students in-person will be provided additional/replacement PPE for student use.
- 2. 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.
- 3. 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.
- 4. Employees may choose to provide their own face coverings that meet Health Department and Centers for Disease Control guidance.
- 5. 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 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.
- 6. 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.
- 7. School administrators will work to ensure that students comply with face coverings and physical distancing expectations and school administrators will be expected to promptly take steps to address instances where students or staff fail to comply with those expectations. School administrators will follow due process expectations for addressing student non-compliance in wearing appropriate masks.
- 8. Students will not be permitted to take mask breaks in the classroom.

Part VIII – Section B. Eating and Drinking on Campus

- 1. Eating and drinking times will be scheduled to minimize student contact time and comply with the District Safety Plan.
- 2. Schools will develop a plan for supervising students while eating that does not require teacher assignment. LWEA represented staff who are working on site who agree to assist with eating supervision will be compensated for displaced time.
- 3. Students will not eat or drink in the classroom. Students needing to eat or drink outside of scheduled times will do so in supervised, designated areas outside of the classroom.
- 4. Student will access grab and go lunches and are expected to follow safety guidelines regarding eating and drinking on campus.
- 5. If students are permitted to leave campus during lunch, they will go through an attestation process upon return to campus.
- 6. Staff may leave their worksite during their duty-free lunch, following building procedures.

Part VIII – Section C. Health Screenings, following DOH 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 a temperature check upon arrival at school.
 - c. The District will provide thermometers for sites to use.
 - i. The District will maintain accuracy of thermometers.
 - d. Buildings may request additional thermometers through the COVID supervisor.
 - e. Health screening forms must be provided in the home language of students' families/guardians.
 - f. No person will enter any school facility if they display any COVID-19 symptoms.
 - i. 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.
 - ii. Employees will sign in daily at their school site at designated places before going to their classroom or other part of the building.
2. The student screening and attestation process will occur at designated point(s) of entry to the building designated by the school and will be scheduled as a separate period of time directly before the first instructional period of the day. All teachers will be assigned supervision and support duties during this daily attestation period. The District will provide all the appropriate PPE for specific tasks. Assignments will be evaluated and adjusted as needed.
3. No non-essential visitors or volunteers in buildings.

Part VIII – Section D. Physical Distancing

1. Classroom capacity will be set per physical distancing standards for students, for adults, and relative to tasks in accordance with the parameters outlined by the Washington State Department of Health 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. On or prior to April 14, 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 or workspace 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. In order to support contact tracing, teachers will need to maintain classroom seating charts to be available upon request.
4. If a teacher takes a class outside, following building processes, physical distancing and other safety guidelines remain in place.

Part VIII – Section E. Hand Hygiene: 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.

1. Students and staff are required to wash their hands with soap and water or use hand sanitizer according to the Safety Plan. Students and staff are required to wash their hands or use hand sanitizer upon entering the classroom.
2. Hand sanitizer will be placed in classrooms and refilled regularly. Hand sanitizer stations will be placed in high touchpoint areas throughout the school.

Part VIII – Section F. Exclusion of students and staff with COVID-19 symptoms: Students and staff who display COVID-19 symptoms as outlined in the District Safety Plan 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. Buildings will set up and establish a designated area where classrooms will continue learning if a classroom is evacuated.
2. Employees who were exposed to a student or staff member who is excluded as described above shall be notified as soon as possible by phone or in-person, but no later than by the end of the school day. An email may be used in addition to phone call but will not replace a phone call. If the employee does not respond to the phone call or email, the District will meet the person in the morning before the student day.
3. Buildings will follow the District 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.
4. 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.
5. 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.
6. Schools will establish a Q-room space that follows DOH safety guidance and is sensitive to the student experience by limiting visibility to the public.

Part VIII – Section G. Exposure to COVID-19: The District will follow the District Safety Plan guidelines for notifying students and staff if they have been exposed as defined by close contact per CDC guidelines for the following:

1. 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.
2. Employees who were exposed to a student or staff member who is excluded as described above shall be notified as soon as possible by phone or in-person, but no later than by the end of the school day. An email may be used in addition to phone call but will not replace a phone call. If the employee does not respond to the phone call or email, the District will meet the person in the morning before the student day.
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.

Part VIII – Section H. Sanitation of Facilities

1. Consistent with the COVID-19 Cleaning and Disinfecting Protocols outlined in the District 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.
2. The District Labor Management Team will review custodial schedules to exchange some cleaning protocols for sanitation and disinfecting of classroom surfaces between cohorts of students.
3. Cleaning and disinfecting protocols outlined in the District 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.
4. 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 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.
5. Procedures for proper disposal of PPE will be clearly outlined and posted for all.
6. The LWSD cleaning matrix will either be incorporated into the District's Safety Plan or published in a manner allowing certificated staff to access.
7. Teachers will have students wipe down their work surfaces at the end of each class period prior to departure.
8. Teachers will disinfect their own workspaces prior to the arrival of another teacher in the event of a shared classroom or workspace.
9. Each classroom will be provided with spray bottles and appropriate cleaning supplies, including supplies for shared electronic or specialized equipment.

Part VIII – Section I. Training and Professional Development

1. All staff and students shall receive professional development/training on the pertinent content, requirements, and expectations of the District Safety Plan prior to their first in-person day.
 - a. The District will provide any required COVID-19 trainings and schedule times for training.
 - b. Educators may supplement with additional training materials specific to specific classroom or building procedures as needed.
2. District will provide safety training and scheduled time for students and staff as required by state entities. Staff may supplement District created training materials with safety information specific to classroom or building procedures.
3. 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.

4. 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.
5. 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.
6. 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.
7. 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 VIII – Section J. Communication with staff, students and families about health and safety: 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.

1. The District will provide the LWEA all safety plans and protocols not covered in this agreement including updated versions when they are revised.
2. 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 VIII – Section K. 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.

1. All staff are expected to comply with safety expectations and requirements as outlined in the District Safety plan.
2. 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 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 VIII – Section L. Ventilation

1. The District agrees to publish its Ventilation Plan in a manner allowing certificated staff and community 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 K.
3. Staff will be allowed to open external classroom windows.
4. In the event of a loss of power will diminish the outside airflow, the District will evaluate mitigating options to increase airflow which may include cancelling classes at that campus.
5. Employees with concerns about ventilation of their workspace may submit an InfoCentre request.

Part VIII – Section M. Special Education

1. 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. Plexiglas dividers).
2. 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 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.
3. Eating and drinking times (snacks), per IEP or 504 accommodations, will be scheduled to minimize student contact time and comply with the District Safety Plan.
4. Eating and drinking times (snacks), in IC/TC classrooms, will be scheduled to minimize student contact time and comply with the District Safety Plan.
5. 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.

Part IX - Provisions for Remote Staff Working on Campus

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

Part IX – 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 IX – Section B. Access to materials for teachers working remotely

1. Educators who are working remotely will still have access to their materials and resources in the school building outside of synchronous instructional hours.

Part IX – Section C. Remote employees coming onsite

1. Staff who are assigned to work remotely are expected to work off site during the time periods in which they are providing synchronous instruction.
2. If onsite work is expected of a remote educator, and they have safety concerns, the building administrator and educator will create a plan that mitigates safety risks to perform the work.
3. If an alternative plan cannot be reached, a resolution will be sought at building labor management prior to a referral to District Labor Management.
4. If a mutual agreement cannot be met, the District and the LWEA will discuss to assess the safety and necessity of the request.

AGREED:

For the District

For LWEA

Superintendent, Dr. Jon Holmen

LWEA President Howard Mawhinney

Date

Date