

October 15, 2021

**LWSD / LWEA Letter of Understanding**  
**regarding Virtual School for the 2021-2022 School Year**

All virtual instructors will receive all rights and protections of LWEA CBA except for those issues directly addressed below. If not addressed below, the LWEA 2021-2023 CBA stands as the ruling document. Either party can request an issue to be bargained that was not contemplated prior to this agreement.

- I. **Virtual School Staffing – (K-5 and secondary)** The following process will be implemented for staff seeking a transfer to a virtual school assignment (except for fewer than 5 positions hired prior to August 6, 2021, including a counselor).
- A. An employee will be qualified to transfer to a position if that employee has the required certification and qualifications in compliance with state and federal law and has received an overall proficient summative evaluation rating for at least the two (2) successive years directly prior to the time of the transfer request.
  - B. Employees with documented health conditions will be prioritized for consideration of an online learning teaching position.
  - C. If there is one (1) qualified applicant for a vacancy, that applicant will be offered the vacant position.
  - D. If more than one (1) qualified applicant applies, the person who has been at the district the longest (highest district seniority) will be offered the transfer.
  - E. If the applicants have equal district seniority, the transfer will be offered to the person placed on the higher educational lane on the salary schedule.
  - F. If the applicants have the same district seniority and are on the same educational lane, the transfer will be offered to the person with the most overall experience.
  - G. If all of the above are equal, the transfer will be determined by lottery.
  - H. If you are chosen for any of these positions, you will have the right to return to your current building and a similar teaching assignment next school year.
- II. **K-12 Virtual Staffing Facilities – CBA Article 17**  
In recognition of the unprecedented and abrupt manner in which the District and teachers had to plan and take action in order to establish and start up the On-Line school this year the District will provide each virtual teacher a stipend of \$1,000 pro-rated by FTE for costs related to working from home. This is non-precedent setting stipend for the 2021 -2022 school year only and will be accounted for in the December 2021 pay warrant.

Should on-line schools be continued into future school years, knowing that remote work may be a highly sought alternative to in-person delivery of service for some staff, the District will establish criteria that must be in place prior to any staff member being considered for remote work.

Per Article 17 of the CBA as cited below, employees may request office furniture from District resources like the storage facility to meet their instructional needs. Article 17 (A) (C)

*ARTICLE 17 EMPLOYEE FACILITIES Section 17*

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- A. *Space in each classroom, or in close proximity to each workstation, to safely store instructional materials, supplies, and personal belongings.*
- C. *A serviceable desk or table and chair, book storage, and a lockable filing cabinet, of two (2) to four (4) drawers for use by the employee occupying a teaching station equitably supplied with basic curriculum materials within the parameters of curricular adoptions.*

Upon finalization of agreement, the standard technology footprint for an Online School teacher includes:

- One Teacher Laptop – Surface Book 3
- One External Dell Monitor – 22" with monitor adaptor cable to attach to laptop
- One Logitech wireless keyboard and mouse
- One power strip surge suppressor (APC or Belkin)
- Optional – One USB connected AVER Document Camera (currently under technical review)
- As noted in the CBA, Article 17, supplies necessary for instruction of the curriculum will be provided by the District equitably as to other students and staff who are in-person.

III. **K-5 Working Conditions—** Virtual School adjustments

1. Teachers will be required to provide no more than 70% of state required instructional minutes in a synchronous mode.
2. Schedules will reflect recess time similar to in-person elementary building schedules.
3. Specialists including PE, Music, and Library will offer a combination of synchronous and asynchronous lessons. Schedules will reflect 13.1.4.1 of the CBA.
4. Specialists with shared FTE for in-person instruction will not be utilized as an emergency substitute in either location.
5. Scheduling for staff who are shared FTE between in-person and virtual shall reflect no less than 10 minutes of transition time between groups.
6. Library services will be provided for virtual staff and students per the CBA.
7. No split classes will be assigned for teachers in their first 2 years of teaching.
8. Class Coverage - If a substitute is not available, virtual teachers may create asynchronous lessons as an emergency substitute plan with notification to the principal.
9. If a teacher requires less than a half day substitute (3.5 hours), the teacher with permission and notification to the principal, may flex synchronous and asynchronous time to avoid the need for a substitute.
10. Educators may flex the 30-minute duty free lunch with notification to administration.
11. Educators will have access to all resources provided to in-person educators including curriculum assistance, student support assistants, counselors, teacher aides, special education services and any other that may be necessary.
12. Virtual School staff issues will be prioritized by the district technology department. Staff are encouraged to call the help desk rather than email for urgent issues impacting delivery of instruction.
13. Inclement weather (12.4.4) - Virtual school will follow District announced schedules. Administration will provide a plan to staff for individual concerns that may disrupt delivery of instruction, such as Wi-Fi or power outages.

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14. The parties agree to continue conversations regarding the process for students and staff transitions back to in-person instruction. A class roster that drops to fourteen (14) students or fewer will trigger a discussion with the level director and LWEA leadership about sustainability of the class and consideration of moving teachers to in-person instruction.

1. Educators may be reassigned to the in-person building of the district's necessity.
2. While administration holds the final decisions, attempts will be made to collaborate with impacted staff.

**IV. Secondary Working Expectations and Working conditions**

- A. The student teacher ratio target will be 55:1.
- B. Overages will follow Appendix A3 Remedy schedule like 13.1.2 / 13.4.3 / 13.7.2. (top chart on Appendix 3)
- C. Teachers will be identified as Student Advisors in this program.

**V. Agreed upon on-going issues for bargaining regarding virtual school**

- A. Evaluations for K-5
- B. Secondary student advisor evaluations
- C. Staff return to in-person instruction and impact on virtual staffing and in-person staffing.

**VI. The parties agree that this agreement is for the 2021-2022 Virtual School K-12.**

- A. No staff has seniority or priority regarding maintenance of a position in a LWSD virtual program for the 2022-2023 school year.
- B. LWEA demands to bargain no fewer than 90 days prior to the establishment of a 2022-2023 virtual education program.
- C. Signatures below reflect agreement by the parties to the contemplated changes to the LWEA/LWSD Collective Bargaining Agreements.
- D. None of these agreements are precedent setting.

X

Howard Mawhinney  
President LWEA

X

Jon Holmen  
Superintendent

10/15/2021