

January 26, 2022

**Letter of Understanding
between
Lake Washington School District NO. 414
and
Lake Washington Education Association**

Regarding Impacts of Returning Surplus Teachers from the Online School to In-person Responsibilities

Whereas the LWSD Online school is a one-year school to meet the demands of parents during the Covid pandemic,

Whereas LWSD families are electing to change their student's online enrollment,

Whereas LWSD allocates FTE to schools in accordance with student enrollment numbers,

Therefore, in response to changing enrollment at the OLS, the LWSD and LWEA agree to the following terms to address the impacts related to the return of teachers from OLS to in-person responsibilities.

All certificated educators at OLS will receive all rights and protections of LWSD-LWEA CBA except for those issues directly addressed below. If not addressed below, the LWSD-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. For the purpose of returning surplus teachers from the Online School to In-person responsibilities, the following conditions and timelines will apply:**
- A. OLS staff can only be transferred once in the 2021-22 school year.
 - B. OLS Staff transferring to in-person instruction, or a full-time substitute position will receive 5 days of per diem compensation.
 - C. OLS staff, including newly employed staff, will receive one year of district seniority for the 2021-22 school year.
 - D. Those with a previous home building will receive building seniority as if they were in that building the entire 2021-22 year.
 - E. Those without a home building who are assigned to a classroom position will be granted building seniority for the time they are placed at an in-person building with a reoccurring class.
 - F. No transfers of secondary online school staff will occur.
 - G. The provisions of this LOU will not apply to Special Education Teachers
 - H. OLS staff who do not want to teach in-person will be allowed to resign or take leave from their contract without harm.
 - I. Secondary students start classes on Monday, Jan 31, 2022.
 - J. Elementary students start Monday, Feb 7, 2022.

II. Voluntary Transfer

When the need exists to transfer a classroom teacher, the following procedure will be applied:

- A. The unit administrator will first inform the grade level staff impacted of the need for transfer. The unit administrator will then call for volunteers for transfer from the impacted grade level or specialty.
- B. When the volunteer is the person who previously filled that grade level in that same building and teaches that same grade level in the Online school, that person has priority regardless of seniority to return to their previous home site.
- C. When there is one volunteer, that applicant will be offered the vacant position.
- D. When more than one (1) person, the person who has been the most district seniority (as determined by their contractual start date) will be offered the transfer.
- E. When 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. When 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.

III. Involuntary Transfer

When the need exists to involuntarily transfer a classroom teacher the following procedure will be applied:

- A. The unit administrator will first inform the grade level staff impacted of the need for transfer.
- B. Those with approved medical accommodation(s) will be the last to be placed in the involuntary transfer pool.

- C. The person with the least district seniority (as determined by their contractual start date) will be transferred to a new location
- D. If there is a tie on district seniority, the person with the least Washington state public education seniority will be transferred.
- E. If there is a tie on district and Washington state seniority, the person who is lower on the educational lane of the salary schedule will be transferred.
- F. If there is a tie on district seniority and educational lane, the person who has the least amount of overall experience will be transferred.
- G. If there is a tie on district seniority, educational lane, and overall experience, the person to be transferred shall be determined by lottery.

IV. In regard to preparation and accommodation of current OLS teachers moving to in-person classroom assignments, the following conditions will apply:

- A. Transferred OLS teachers assigned to a classroom will receive 5 days starting Monday, January 31 to prepare for the transition to in-person teaching.
- B. An administrator will schedule at least one specific date and meeting time with incoming OLS teacher(s) and at least one member of the grade level team for the purpose of answering incoming teacher's questions about building/grade level processes and procedures.
- C. Materials and supplies not readily available in-building will be provided by building leadership.
- D. OLS teachers who are transferring to a new grade band (K-1, 2-3, 4-5) in-person will receive an additional 2 days per diem pay (in addition to item A above).

V. Substitutes

OLS teachers can be assigned as elementary substitutes. OLS teachers will elect to be either regional substitutes or district-wide substitutes. In both cases, OLS staff have the first option for long-term substitutes placements when available. In regard to preparation and accommodation of current OLS teachers moving to substitute assignments, the following conditions apply to these differing substitute categories.

- A. Regional Substitutes
 - 1. For the purposes of this LOU, a region shall be defined as three elementary schools in close proximity to each other.
 - 2. OLS teachers assigned as regional substitutes will be placed at a maximum of 3 work sites.
 - 3. OLS Teachers assigned as regional substitutes will be provided up to 1 release day per school for the purpose of acclimating to their new buildings.
 - 4. OLS teachers assigned as regional substitutes who are assigned to a work site outside of their region will receive a \$100 stipend/day.
 - 5. OLS teachers assigned as regional substitutes will not be asked to substitute in two different buildings on the same day.
- B. District-wide Substitutes
 - 1. A one-time stipend of \$1,600 per quarter will be paid to OLS teachers electing to serve as district-wide substitutes in an elementary setting.

VI. Remedies for current in-person classroom teachers

Should a class be put into remedies due to the transfer of Online students, the teacher will receive remedies retroactively to the last remedy count date (first school day in October, December, February, or April).

VII. Preparation & accommodation for current in-person teachers

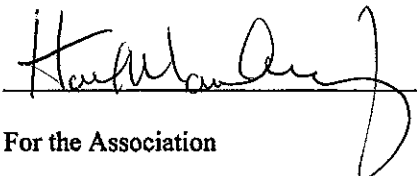
- A. Teachers will receive 2 days prior notice when more than one student is added to their roster.
- B. Teachers receiving OLS students are paid one hour at timecard rate for each incoming student.
- C. Impacted teachers will receive 2 days prior notice when a change is made to the master schedule.

Agreed

 1/27/22

For the District

Date

 1/27/2022

For the Association

Date