

Letter of Understanding
between the Lake Washington School District
and the Lake Washington Education Association
regarding for
Kindergarten through Fifth Grades

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 of in-person instruction for Kindergarten through Fifth grades 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 2, 2021 – June 30, 2021.

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. All items in the Kindergarten – First grade LOU remain in effect for 2-5 unless directly addressed here. If statements are in conflict, the concerns will be addressed in District Labor Management meetings.

Governor's Proclamation on Children's Mental Health Crisis

LWEA/LWSD 2017-2021 CBA

K – 1 LOU

Second – Fifth LOU

LWSD Health and Safety Plan

Governor's Proclamation on High-Risk Employees and Workers' Rights

K-5 Education Delivery Model Terminology

Remote = Instructional model hosted primarily via virtual connections

In-Person = Instructional model offering four (4) days per week in building with reduced hours, and synchronous and asynchronous virtual instruction

Hybrid = Instructional model when one teacher hosts 2 different groups of kids on differing days; includes a combination of in-person and virtual instruction

Traditional = Instructional model offering teachers hosting students five days a week 7 hours a day like prior to Covid 19

At-home Learning Days – Instructional model of virtual learning scheduled to occur mainly on Wednesdays; or virtual learning days caused by a quarantine or another event causing learning to go virtual.

Part I – Kindergarten -Fifth Grade In-Person Instructional Model Agreements

Part I –Section A**In-Person Instruction Model Teaching and Learning Conditions**

1. The In-person school day begins at each building's current start time and dismisses five hours and fifteen minutes later (5.25 hrs). Students will continue remote work in the afternoon.
2. All K-5 will have teacher-directed Wednesdays on **April 21** and **May 12**. Second-Fifth teachers receive **June 2** as a teacher directed Wednesday. 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.
3. When students are not physically in attendance, teachers may determine their physical work location, which may include working outside of the school building.
4. During in-person time, teachers will use professional judgement to prioritize literacy, mathematics and SEL instruction.
5. Wednesdays will be IEE (Intervention, Engagement, and Enrichment) and LEAP days and will be used as follows:
 - a. 2 (two) hours and 10 (ten) minutes of self-directed additional planning time, beyond the weekly 250 minutes, will be provided for a contiguous block that shall total 3 hours of self-directed planning for teachers on Wednesday.
 - b. 3 (three) hours will be used for intervention and connection with student and families.
 - c. Per section 9.5 of the contract, 1.5 hours (one and a half hours) will continue to be designated to LEAP.
6. On Wednesdays or at-home learning days teachers will make a SEL connection (synchronous or asynchronous) with students. An effort will be made to avoid conflict with English Learner, Safety Net, and Special Education service times.
7. When not in-person or synchronous with a teacher, students will engage in asynchronous work toward instructional minutes including but not limited to specialists' lessons and on-line learning programs.

8. Teachers are responsible for providing a schedule of assignments for asynchronous time. The schedule can include continued work from the previous day but will not require the development of new additional lessons.
9. Kindergarten – Fifth grade teachers will not be required to broadcast/livestream while teaching students in-person.
10. Buildings will use the Building Decision Making Model to plan for lunch and recess given the following parameters:
 - a Teachers will have two discontinuous breaks within the student day.
 - b Teachers will have a 30-minute duty free lunch and a 30-minute planning within the in-person student day.
11. Each in-person Kindergarten - Fifth grade teacher will receive ninety (90) minutes of planning time per in-person day and no less than three hours of planning on Wednesday (total of 540 minutes of planning per week). Planning time will be no less than thirty (30) continuous minutes. If possible, it is preferred that there is one forty-five (45) to sixty (60) minute block of uninterrupted time (see Part I Section A (5)).

Part I – Section B**Specialists (Library, PE, and Music) Instructional Model**

1. Library, Music and PE teachers will continue to teach their content remotely and to deliver asynchronous lessons to both in-person and remote students.
2. Specialists will continue to provide asynchronous lessons that are accessible to students in their remote setting.
 - a. PE teachers provide two (2) 30-minute lessons per week per grade.
 - b. Music teachers provide two (2) 30-minute lessons per week per grade.
 - c. Library specialists provide one (1) 30-minute lesson per week per grade.
 - d. Any two consecutive grade levels can be banded together for asynchronous lessons.
3. In the interest of making daily engagement connections with students, specialists will provide synchronous Social and Emotional (SE) time to students during at-home learning times. They may be directed to engage with fully remote students as time allows.
 - a. Music and PE Specialists will be assigned 60 minutes per day, 4 days per week that may include Wednesdays (totaling 240 minutes per week) scheduled during the contract day to engage students who require extra support.
 - b. Itinerant Music/PE teachers will work with their respective schools to fulfill the 60 minutes 4 days per week requirement.
 - c. Library Specialists will be assigned 120 minutes per week during the contract day to engage students in their learning in lieu of the synchronous connection time that is currently required.
 - d. Teachers less/more than 1.0 FTE will meet this requirement on a prorated basis.
 - e. This time will be prioritized for SE check-ins with students working at-home.
 - f. These blocks of time shall not be scheduled in less than 15-minute chunks. Scheduled chunks of time shall provide for at least 5 minutes of passing time between meetings, but not interfere with a continuous 45-minute period of planning time.
 - g. Synchronous SE time for grades 2-3 will begin no earlier than March 18 . Synchronous SE time for grades 4-5 will begin no earlier than March 29.
4. On Wednesdays, specialists, at the teacher's discretion, may continue to deliver synchronous lessons based on a building schedule.

5. If a library, music, or PE teacher delivers a synchronous lesson on Wednesday, this lesson will count towards the required instructional minutes for the week but will not supplant the 60-minute engagement time.

Part I – Section F**Highly Capable (Quest) In-Person Transition and Expectations**

1. On Wednesdays, K-5 HC teachers will have the option to flexibly structure their day to meet synchronously with students.
 - a. They will need to approve this schedule with their administration, meet their LEAP obligations, and preparation time requirements.
 - b. Additional planning time (2 hours, 10 minutes) set aside on Wednesdays will be taken at other times throughout the week.
2. K-5 HC teachers should have no less than 20 groups and no more than 32 groups per week - no more than 8 groups on any given day.
3. When scheduling requires groups to be held on Wednesday asynchronous days, Pull-Out Quest teachers will identify to the program director which day, either Tuesday or Thursday, the individual will utilize as time to do the work of Wednesday similar to general education teachers use of Wednesdays.

Part II - Workload Support and Safety**Part II – Section A****Instructional Materials**

1. Elementary teachers will be connected to a school and have access to all curriculum materials.
2. Elementary teachers will keep current teacher materials even if transferring to a new building/school.
3. The District will work to provide new teachers with materials no later than two weeks before new classes begin whenever possible.
4. In cases where K-1 teachers receive less IA time than the negotiated 4 hours per week, individual teachers will receive 15 minutes timecard rate for every 30 minutes of denied IA coverage. For example: A teacher who received 3 hours of IA time in a week would be eligible for 30 minutes of timecard rate. [K-1 LOU Part II Section A (2)(c)]

Part II – Section B**Recess**

1. For up to the first two weeks, teachers will assist their students with procedures for recess; and assist supervising recess and transitions to or from buses.
2. A building plan should be in place to transition students to follow revised building procedures for recess and bus loading or unloading that do not require teacher supervision following this period.
3. While it's expected that some classes will transition more quickly than others, students should be able to go to recess without their teachers' supervision following this two-week period.

Part III – Staffing

Part III – 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 III – Section B Communication

1. 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, duration, and content of staff meetings outside of student hours. This information will be shared with all staff.
2. The LWEA 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.

Part III – Section C Meeting in groups

1. Staff can elect to meet in small groups subject to Department of Health, King County Health, and Labor and Industries guidelines.
2. A staff member may make an individual choice to attend an in-person group meeting remotely.
3. Staff on campus will attempt to use as few spaces as possible.

Part III – Section D Scheduling Meetings

1. All building/department staff meetings will be conducted remotely through Teams.
2. 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.
3. A single platform will be used for communicating required staff meetings.

Part III – Section E Wednesday LEAP Schedule

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

Part IV - Substitutes

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 A will be implemented as of January 12, 2021 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 - 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 considered to be 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.
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 per October's LOU.
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

The District and LWEA have a shared interest in the District's ability to recruit, hire, and retain high quality staff even in these challenging and unique circumstances. In order to ensure that the LWEA and the District honor and value staff through changing conditions, our agreement honors our commitment to both student and staff success. We believe that providing continuity and connection for students and staff is an ideal that provides significant benefit. We also recognize that some change is inevitable and considerations for transition, training, and time have been made. Educators whose lack of classroom space or class size results in a need for administrative intervention will be handled in District Labor Management with consultation and consideration of remedies.

This agreement seeks to provide clear, fair, and equitable processes while also allowing for responsiveness to changing circumstances.

Part V- Section A Voluntary/In-Voluntary Transfer Process

1. Transfer processes during COVID are informed by 23.4.1 F and Appendix L of the current CBA. 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. For the purpose of COVID transfers, the District and LWEA agree to strike the following language from the Section 23.5.1.B of the current CBA:

"When the District can demonstrate a need to involuntarily transfer an individual in order to protect the quality of the instructional program and/or the welfare of the individual, the transfer may be made without following the procedures of this provision."

3. 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. If a Remote instructor's class roster falls below 10 students and adjustments needs to be made, the teacher will be consulted via the District Labor Management process regarding possible changes.
4. Transfer between elementary and secondary levels will not be approved for COVID-related transfers.
5. Remedies including compensation and support will be implemented as directed in the *Job Re-Assignment Impact Matrix* - Appendix A.
6. Teachers who choose the salary compensation remedy will receive the amount for remedies for 1-3 additional students over per the CBA 13.1. The amount is twelve hundred dollars (\$1,200).
7. The Transfer Process will be as follows:

School level:

- A. Principal receives allocation of staff positions (in-person and remote) for grades 2, 3, 4, 5.
- B. Principal identifies staff with limitations due to COVID-19 risk factors:
 - o Increased Risk
 - o Lives with someone with increased risks
 - o May be at increased risk
- C. Using building seniority, principal places teachers with COVID-19 Risk factors first in their current grade level using seniority as a tiebreaker where appropriate. Teachers with COVID-19

Risk factors who cannot be placed in their current grade will be placed in a school COVID risk factor pool.

- D. Once teachers in all grades have been placed, teachers with COVID risk factors assigned to the COVID Risk factor pool, will, by building seniority, be offered open remote position.
- E. Any teacher with a COVID risk factor who cannot be placed or who refuses an available building position may opt to participate in the District COVID 2-5 Transfer process.
- F. Principals then, by grade level starting with grade 2, meet with individual teachers by building seniority, and offer the teacher placement in available positions (in-person and remote) in their current grade level. Teachers who cannot be placed or who decline an available position are placed in the building pool. (non-COVID risk factor pool)
- G. Once all grade levels have been processed, the principal, based on building seniority, offers the teacher with the greatest building seniority available positions in grades 2, 3, 4, and 5.
- H. Teachers offered must select or decline available positions within 1 hour of the offer.
- I. Teachers who decline an available position in building will be provided the opportunity to participate in a COVID-19 2-5 Transfer process and will complete a survey identifying their priorities.

District COVID-19 2-5 Transfer Process:

- A. Teachers who are participating in the districtwide transfer process will complete a survey identifying their top priority:
 - In-person
 - Remote
 - Grade level (they can only be considered for their currently assigned grade)
 - School location (they can identify 3 schools)
- B. Teachers with COVID risk factors will be offered positions based on their identified priority. Offers will be based on District seniority.
- C. Teachers with COVID risk factors who cannot accept a transfer or who refuse an available position will remain in the pool.
- D. All other teachers participating in the districtwide transfer process will also complete a survey identifying their top priority:
 - In-person
 - Remote
 - Grade level (they can only be considered for their currently assigned grade)
 - School location (they can identify 3 schools)
- E. Teachers, based on District seniority, will be offered an available position based on their highest priority.
- F. Teachers will have 24-hours to accept or decline the offer.
- G. Should a teacher decline the offer they will remain in the pool.
- H. Remaining teacher in the District pool will be offered any available remaining positions. Offers will be made based on District seniority and the teacher will be given 24 hours to accept or decline.
- I. Teachers who cannot be placed or decline an offer of placement may request a leave or choose to resign their position.

Part V - Section B**Employees at 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. 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. 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. The District and the LWEA 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 C**Training and Planning for Staff Voluntarily and Involuntarily Transferred**

1. For any teacher transferred to a new position, the District and LWEA will agree to a plan to provide teachers time within five transition days 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. See Appendix A for remedies.

Part V - Section D**Planning for new students**

1. The District will develop a process at each building site to assure that any student added to in-person model will receive training on school/health & safety processes and procedures prior to returning.

Part V – Section E Pack Up and Relocation of Classrooms

1. 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**Part VI – Section A Access to Employee Assistance Program (EAP)**

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 VI – Section B Leave Provisions During Covid-19

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

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.

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.

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 LWEA agree to continue to meet to evaluate leave options.

Part VII – 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 VII – Section A Face coverings: 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.
 - 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.
- B. 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.
 - i. 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.
 - ii. Teachers providing instruction to students who are deaf or hard of hearing will have access to protective face shields or other appropriate PPE.
- C. Employees may choose to provide their own face coverings that meet Health Department and Centers for Disease Control guidance.
- D. 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 COVID19 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.

- E. 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.
- F. 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.
- G. Students will not take mask breaks in the classroom.

Part VII – Section B Eating on Campus and Lunch Adjustments

- A. Eating and drinking times (snacks) will be scheduled to minimize student contact time and comply with the District COVID-19 Safety Plan.
- B. Schools will develop a plan for supervising students while eating that minimizes teacher assignment prior to students returning to in-person learning. Schedules will be evaluated and adjusted as needed.
- C. 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.
- D. Staff may leave their worksite during their duty-free lunch, following building procedures.
- E. Schools will use the Building Decision Making Model to plan lunch to occur in locations other than regularly occupied classrooms based upon building layouts. Administrators who cannot find a solution beyond occupied classrooms will seek assistance from District Leadership and District Labor Management.
- F. When an emergency occurs and occupied classroom spaces are utilized for lunch, administration will notify *Level Directors who will contact* LWEA leadership within 48 hours.
- G. Buildings will make every effort to avoid teachers supervising lunch. Schools will use the Building Decision-making model to develop a plan for supervision of students during lunch. Teachers who are required to supervise lunch will receive appropriate compensation for loss of negotiated planning time (CBA 12.4.2-12.4.3). Regardless of supervision, each teacher will be scheduled for a 30-minute duty free lunch.
- H. Staff will be provided a location which may be their individual classrooms, free from unmasked students to consume their own lunches.

Part VII – Section C Health Screenings, following DOH and Labor and Industries guidelines.

- A. 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:
 - 1. Students will turn in a daily attestation form.
 - 2. All students will have a temperature check upon arrival at school.
 - 3. The District will provide thermometers for sites to use.
 - a. The District will maintain accuracy of thermometers.

- b. Buildings will distribute thermometers so that each classroom will have easy access.
 - c. Each classroom will have a supply of forehead thermometer strips.
 - d. Buildings may request additional thermometers through the COVID supervisor.
- 4. Health screening forms must be provided in the home language of students' families/ guardians.
- 5. No person will enter any school facility if they display any COVID-19 symptoms.
 - a. 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.
 - b. Employees will report to a designated point for screening before going to their classroom or other part of the building.
- B. 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.
- C. No non-essential visitors or volunteers in buildings.

Part VII – Section D Physical Distancing

- A. 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.
- B. 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.
- C. 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 physical distancing capacity per classroom.

- D. Enrollment in existing classes that are at or above CBA remedy guidelines in section 13.1.1 as of April 1, 2021 will not be increased without a discussion in District Labor Management which may include reaching out to the teacher to determine if there is a capacity concern regarding the class roster.

The guidelines from section 13.1.1 are as follows:

Classes in grades K-1: 24 students.

Classes in grades 2-3: 26 students.

Classes in grades 4-5: 28 students.

Part VII – 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.

- A. Students and staff are required to wash their hands with soap and water according to the Safety Plan. Students and staff are required to wash their hands or use hand sanitizer upon entering the classroom. Teachers, in collaboration with colleagues, may use professional judgement to schedule time to wash hands with soap and water consistent with maintaining social distancing and separation of cohorts.
- B. 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).
- C. 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: 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.

- A. 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.
- B. 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.
- C. 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.

- D. 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.
- E. 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: 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:

- A. 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.
- B. 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.
- C. 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

- A. 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.
- B. District Labor Management will review custodial schedules to exchange some cleaning protocols for sanitation and disinfecting of classroom surfaces between cohorts of students.
- C. Cleaning and disinfecting protocols outlined in the District COVID-19 Safety Plan will govern systems for cleaning and disinfecting at the building level. Additionally:
 - 1. 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.
 - 2. 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.

- D. 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.

- 1. Cleaning and sanitizing will be a shared responsibility. However, it is not the responsibility of certificated educators to disinfect surfaces.

- 2. 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.

- E. Procedures for proper disposal of PPE will be clearly outlined and posted for all.
- F. 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

- A. 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.
 - 1. The District will provide any required COVID-19 trainings and schedule times for training.
 - 2. Educators may supplement with additional training materials specific to specific classroom or building procedures as needed.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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: 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 LWEA 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: 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.

- A. All staff are expected to comply with safety expectations and requirements as outlined in the District Safety plan.
- B. 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:

1. Employees who believe their personal safety or the safety of students is compromised, which includes a lapse in adherence to the District COVID19 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.

2. 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.

3. 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

- A. 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.
- B. 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.
- C. Staff will be allowed to open external classroom windows.

Part VIII - Provisions for Remote Staff Working on Campus

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. Remote employees coming onsite.

Part VIII – Section C Remote employees coming onsite

- A. 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.
- B. If an alternative plan cannot be reached, a resolution will be sought at building labor management prior to a referral to District labor management.
- C. If a mutual agreement cannot be met, the District and the LWEA will discuss to assess the safety and necessity of the request.

Part IX –Remote employees coming onsite

- A. Fully Remote educators will maintain the same instructional schedule as determined in Fall 2020. Educators may elect to offer synchronous check-ins on Wednesdays.
- B. Fully Remote educators with excessive class sizes are eligible for the *Job Re-Assignment Impact Matrix* -Appendix A.

Any issues from previous agreements, (CBA, K-1 LOU, 2-5 LOU, etc...) not directly addressed or in conflict in this adjusted LOU for Kindergarten – Fifth grade remain in effect. This agreement expires on June 30, 2021.

AGREED:

For the District

For LWEA

Superintendent, Dr. Jon Holmen

LWEA President, Howard Mawhinney

Date

Date

Part IX –Remote employees coming onsite

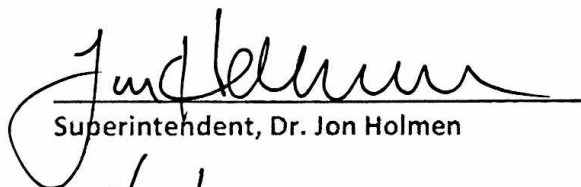
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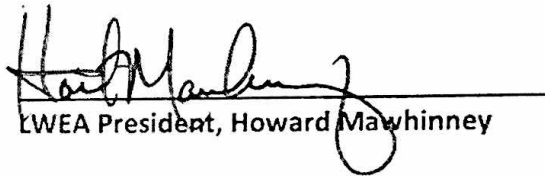
For the District

For LWEA



Superintendent, Dr. Jon Holmen

4/2/2021
Date



LWEA President, Howard Mawhinney

4/2/2021
Date