

**Memorandum of Understanding
Between
the Lake Washington School District
and the
Lake Washington Educational Support Professionals
Related to LWESP Nurse Department Bargaining**

Whereas, the Lake Washington School District (District) and the Lake Washington Educational Support Professionals (Union) have in place a closed agreement dated September 1, 2022, through August 31, 2025

Whereas, on July 12, 2022, the District School Nurses received a certification for representation by the Union,

Whereas, the parties met to collaborate and bargain wages, benefits, and working conditions for School Nurses separately as the current agreement in place between the District and Union is closed.

Therefore, the District and the Union agree to the following:

Contract Provisions to be adjusted and updated during reopener negotiations:

Name Change

MOU and in the recognition clause of the LWESP 22-25 contract.

The current employees in Lake Washington School District known as Health Services Specialists will now be titled and referred to as School Nurse.

Professional Funds

Section 7.6.1 Professional Development Fund

Employees who are assigned to four (4) or more hours per day will receive a professional development fund of \$500 per contract year for workshops/classes that are not offered by the District. Funding will be for materials, mileage, meals (in accordance with IRS guidelines), registration, or tuition. Unused funds may be rolled over to a maximum of \$750.00 per employee qualifying for professional development funds.

Separate from the above Office Professional Fund, each Lake Washington School District School Nurse will be allocated \$1000 per year of the contract available for the following purposes: Reimbursement for tuition, class, or training fees, or work materials, or licenses fees.

The professional funds for school nurses will be prorated based on FTE.

Application for the funds will be made using a form developed between the District and Association and posted in Appendix J. Such training shall be planned cooperatively between the employee and the building administrator or supervisor and is subject to final approval by the building administrator or supervisor. The employee may appeal denial of a request to the superintendent or their designee.

Safety and Training

Students who have exhibited or have a history of violent or threatening behavior will be identified to the student's assigned staff and to other staff on a need-to-know basis as soon as the information is known.

For school nurses:

If a student has been disciplined for conduct that posed a significant risk to the safety or well-being of that student or other students, or other members of the school community, principals will inform the school nurse.

LWSD will offer de-escalation training once a year and to any new nurse who begins working in district after the training.

School nurses will be provided information regarding students in their schools who have behavior intervention plans and emergency response plans as part of their IEPs. School staff or administration will share student safety plans on a need-to-know basis with the school nurse.

New nurses will receive training in how to find IEP-at-a-glance and 504 plans in Skyward.

If a nurse experiences a situation where they feel there is a threat of imminent harm, they should remove themselves from the situation and request support from building administration or security. If a student has a 1:1 paraeducator or behavioral technician due to a pattern of violent or aggressive behavior, that staff person will remain in the vicinity when that student is seen by the nurse. This provision will not apply in emergency situations.

Work Environment

Addition to current contract 3.6.4

A secure place that locks in close proximity to the employee's workstation shall be provided for the storage of personal items. Every employee shall have adequate heat, light, water, and air to perform their duties effectively. The supervisor will work with the employee to resolve any concerns in conjunction with Support Services. Employees may be temporarily relocated to another worksite to provide appropriate work conditions.

The building principal will be responsible for ensuring that each School Nurse has access to the following:

1. A serviceable desk or table and chair
2. Appropriate computer monitor
3. A lockable filing cabinet that has two (2) to four (4) drawers for use by the employee at each of their offices.

Building principals will ensure a confidential and safe working space for school nurses, and when possible, in close proximity to the health room.

To ensure timely, critical communication with families and staff, while ensuring school nurse privacy, the special services department will ensure that each school nurse has a working district issued cellphone by the 5th (fifth) day of employment.

Lunches

Nurses will be guaranteed a duty free continuous 30-minute lunch. If a building administrator or the health services manager requires a nurse to miss their duty-free lunch, or due to a medical emergency, the principal or health services manager will provide compensation for the missed lunch period.

If a school nurse is assigned to more than one worksite, the building principals from each site and health services manager will work collaboratively to create a schedule that accommodates a duty-free lunch period.

Employees who have a split assignment will have reasonable time scheduled that includes packing and setting up for such travel. Split assignments, wherever possible, will be kept within the same learning community and/or neighboring schools. Employees will be reimbursed at the approved IRS-mileage rate when using a personal vehicle for district business and travel between assigned worksites.

Medical Attention for LWSD Employees

Section 3.8.1

Employees shall refer any medical issues that fall outside of procedures contained in the Office Professional Reference Manual by Health Services to the nurse for resolution. The Manual will be updated annually. Revisions and updates will be discussed with the Association in advance. The Manual will be distributed by the District to all schools on an annual basis, with revisions or changes, if any, brought to the attention of employees. If no changes or revisions are made, employees will be so informed.

School Nurses will not be asked or expected to provide LWSD employees with medical treatment. The only exception to this provision will be emergencies, which should be the exception and not the rule. This exception will be communicated during the required annual Health and Wellness Staff Training to staff and will be reenforced by the Health Services Manager to building administrators, if needed.

Assignments and Moving

- a. If a nurse is reassigned through district-initiated reassignment, or moved within the building, the district will arrange for moving assistance to the new school, upon request.
- b. Any nurse assigned to more than one (1) school through a request for reassignment or through a district-initiated reassignment such as changing a nurses' assigned building and/or adding another school to the nurse's assignment shall be provided up to 8 eight hours of additional paid time per school, within 30 working days of the new assignment, to become familiar with student health care plans, medications, student medical needs, Health Room staffing and training, among other responsibilities at the new school. An employee who is reassigned will, upon request, be given the reason(s) for the district-initiated reassignment.
- c. If the supervisor determines that a reassignment must occur prior to making such a change, the supervisor will seek volunteers. If coverage cannot be coordinated in this manner, the supervisor will discuss the situation with the employee who will be the subject of the district-initiated reassignment and explain the reason(s) for the reassignment. The provisions above will apply.
- d. The Health Services supervisor will inform school nurses of their assignments for the ensuing school year no later than 3 weeks before the end of the student year.
- e. If a building administrator deems it necessary to move a nurse's workspace during the school year, the building administrator will meet with the nurse and Health Services Manager to share why the move was necessary and to determine adequate time needed to complete the move and schedule coordination with the required resources before the move (e.g. technology, custodial, etc).

Union 8 Nurse Leadership Team

For the purposes of collaboration and partnership, the district and association agree to establish a School Nurse Program Leadership Team. The School Nurse Leadership Team shall consist of at least:

1. The Health Services manager
2. Four (4) elected LWESP represented school nurses.
3. LWESP represented nurses will vote and elect nurses annually in June for the leadership team positions. To the extent possible the program leadership team will reflect the racial and ethnic diversity of the program staff, as well as the different learning communities and grade levels. The Program leadership team must be selected by a process that is supported by the LWESP represented nurses in the program.
4. Nurse Leadership Team Members will serve a two-year term.

The primary function of the School Nurse Program Leadership Team is to promote and facilitate partnership between management and staff, make recommendations to the Health Services Manager and fulfill specific responsibilities in service of district nurses as outlined below:

1. Onboarding program oversight
2. Training development and implementation
3. Direct support of nurses at buildings when needed
4. Review and coordinate the professional development offered to school nurses.
5. Establish and lead nurse workgroups to help support the school nurse department
6. Review nurse calendar and make recommendations related to nurse training and additional scheduled days
7. Quarterly review caseloads of school nurses and make recommendations to ensure equitable workload distribution, with consideration to student population, overall school acuity, and travel.
8. Provide input on nurse issues and needs
9. Summer planning

The program leadership team will meet monthly, or as needed, outside of student hours. Recommendations of the committee will be communicated to the school nurse team.

In each year of the contract, the program leadership team will split a stipend of \$4000 between their members.

Malpractice Insurance

The District will provide malpractice coverage for school nurses as related to the treatment of District employees and students, or the rendering of emergency first aid on district premises or at district sponsored events off premises. Coverage shall be a minimum of five-hundred-thousand dollars (\$500,000).

School nurses may request a copy of the evidence of coverage from Risk & Safety Services at any time.

Use of Early Release Wednesday

The early release Wednesday non-student time will be allocated in the following ways.

1. The first and third early release Wednesday will be for nurse department meetings.
 - a. The nurse department supervisor will work with the School Nurse Leadership Team to determine if the meetings will be virtual or in-person meetings.
 - b. When possible, in-person meetings will be used for training and professional development of school nurses. The Health Services Manager will solicit feedback from the nursing team on preference of in-person or virtual meetings in advance.
2. The second and fourth early release Wednesday will be for building nurse work time. If there is a fifth Wednesday, that time will default to building nurse work time. No building administrator may direct the use of this time; however, the health services manager may direct the use of this time for individuals when the following occurs:
 - a. Individual coaching,
 - b. Assessing performance of school nurse staff,

- c. Or, when all other times have been exhausted to meet.
 - d. The health services manager may direct the use of this time for unscheduled nurse department meetings only in emergency situations or during a Department of Health recognized public health crisis. Emergency situations will be the exception and not the rule.
3. With agreement from the Nurse Leadership Team, if necessary for training and professional development, the district may use two early release Wednesdays for training, consecutively. When the district uses two early release Wednesdays in a row, they must ensure that the school nurses have the same number of early release Wednesdays for school nurse work time overall.

Salary for LWESP Represented School Nurses

Upon ratification of this agreement, the school nurses will be moved on the salary schedule to the cell that reflects their years of service in the Lake Washington school district. Any change in salary will be retroactive to the first workday of the 22-23 school year.

See attachment for salary schedule.

In the 22-23 school year, the district will use the provisions below to appropriately place LWESP represented school nurses on the school nurse salary schedule.

Provisions Covering Placement on Salary Schedule

- A. To determine LWESP seniority for School Nurses, the District will use the date of hire for the School Nurse position.
- B. School Nurses will be placed on and paid according to the salary schedule incorporated into the School Nurse MOU. Nurses will move annually on the salary schedule.
- C. The work experience increments will be calculated from the employee's seniority in the bargaining unit, in keeping with 6.2 of the LWESP CBA.
- D. Section 6.6 (Education Stipends) of the existing agreement will be applicable to School Nurses.

Notes:

Creation of a 15-step salary schedule.

- *Reflects the 5.5% IPD already in effect on step 1*
- *.85 cent increments between steps.*

Length of the Work Year and Additional Days

School Nurses will work 180 days, 8 hours a day. School Nurses will be allocated 10 additional days.

Prior to the start of the student year, 2 (two) days will be used for nurse training and directed by the district and 5 (five) days will be used for beginning of school preparations.

At least 2 (two) of the days will be scheduled by the school nurses at their discretion during the contract year to meet the health and safety needs of their students. This time can be used at any time during the contract year, outside assigned student days, when the employee is not anticipated to work. The employee will communicate use of this time to their supervisor. 1 (one) day will be scheduled and directed by the nurse manager, with collaboration with the nurse leadership team.

In addition to the time above, school nurses new to the district will be given an additional 3 (three) days of additional training.

Staffing

The District and LWESP will determine the appropriate place in the existing contract to write in that the district will staff Nurses at the ratio of 1:1150 FTE Pre-K-21 Students. This excludes one-to-one Nurses.

For purposes of staffing ratio: 1 nurse equals 190 day/8 hour employee.

Immunizations

The District will provide staff to support immunization updates during summer months.

Paid Mentorship for Nurse Mentors

School nurses who mentor newly hired nurses will receive a stipend of \$1000 annually. Each nurse mentor will have a maximum of 1 mentee. To be a mentor a school nurse needs to have a minimum of 1 (one) year of experience within the role of school nurse.

Evaluation

For the 22-25 contract, LWSD will follow the probationary and evaluation language for building nurses in Article 9 and 23 of the LWESP contract.

The district will follow use the evaluation rubric outlined in the 21-22 professional technical handbook for each year of the LWESP contract.

Vacation Leave

LWESP represented school nurses hired prior to the signing of this agreement will be held harmless and maintain their current allocation of vacation leave. Nurses hired after the signing of this agreement will be placed on the LWESP vacation scale in article 10.1.1. School Nurses will receive vacation leave or compensation in lieu of vacation.

Contract Application Clarification

The parties agree that collaboration and partnership are key to successful labor relations. To ensure trust and collaboration moving forward the parties agree to meet to discuss any further clarifications or contract interpretations as it applies to school nurses prior to implementation. The parties will assume all provisions apply except where noted in the School Nurse MOU and other written clarified provisions of the LWESP contract.

Flexible Work Location

Section 8.11 Flexible Work Location

Non-School Building Based LWESP represented employees, and school nurses on non-student days, can work from home, in accordance with district policy 5214P, at times that are mutually agreeable with their immediate supervisor and ensure continuity of services for families, staff and students. All provisions of the district policy 5214P will apply and be followed. When or if this policy changes, the parties will meet to review and consider necessary contract language changes.

Sub Coverage

The district will prioritize float nursing coverage when nurses are not at work. If a float nurse is not available, the Health Services Manager will prioritize finding a nurse substitute to cover hands-on student care.

Starting the 22-23 school year, when a float nurse or nurse substitute is unavailable to cover hands-on student care for another school nurse, the district will create a rotation of coverage by learning community.

Prior to the start of each school year, the Health Services manager will meet with the school nurses in the learning community to create a mutually agreed upon rotation of coverage. Prior to enforcement of the rotation, volunteers from the learning community will be requested. The rotation of coverage will take into consideration student needs, nurse experience, and nurses that have daily care. It will be the responsibility of the nurse manager to secure coverage for the school nurses.

Compensation for HS Nurses in Lieu of Float Nurse

The District will provide a one-time payment, in recognition of the additional workload due to the pending hiring of additional staff for the 22-23 school year. This is a one-time payment of 40-hours at the current rate of pay for Nurses assigned to the four comprehensive high schools, as of September 1, 2022 (totaling four nurse staff).

Flex Days

School Nurses may request up to two flex days per year for required district work on non-workdays or non-work time. Upon supervisor approval, requests may be granted in half or full day increments. For periods of unusually high workload, the nurse manager may request additional flex days to be granted by the Deputy Superintendent of Equity, Community and Talent Strategy.

This MOU shall be in effect until the District and Union ratify the reopener contract for the current 2022-2025 contract.

LAKE WASHINGTON EDUCATIONAL
SUPPORT PROFESSIONALS

LAKE WASHINGTON SCHOOL DISTRICT
No. 414 BOARD OF DIRECTORS

Jan 20, 2023
Dated

2/15/2023
Dated

By [Signature]
President

By Joy A. Ross
District

By [Signature] BSN, RN

By [Signature] ARNP

By [Signature] BSN, RN

By [Signature] BSN RN

By Shayline Dressler

By [Signature]

By [Signature]