

HEA-HSD 2020-2022 Tentative Agreement Language

In the summary below, new contract language is underlined, and a ~~strikethrough indicates prior language being eliminated~~. All CBA provisions not addressed here continue unchanged. However, for the 2020-2021 school year, existing CBA provisions may be modified by COVID-related MOUS, including but not limited to the Reopening Schools MOU currently in place.

Calendar (See also, Duration & Reopeners Below)

Addressed in Reopening Schools MOU. Year-at-a-Glance available on [HSD website](#). From MOU:

For the 2020-21 school year, on the Collaboration day scheduled on November 6, in addition to collegial collaboration, this day may be used for other employee-directed work to prepare for and develop connections with new cohorts of students and families.

Three waiver days have been identified at the start of the school year (September 3, 4 and 8). Half of the time (10.5 hours) will be for family connection and half of the time (the other 10.5 hours) will be for District-provided professional development for distance learning. Employees may trade out up to 10.5 hours of the District-provided professional development for distance learning completed in August for equal work time on September 3, 4 and/or 8.

Compensation (See also, Substitute & Summer School Sections below)

Amend Section 12.1 as follows:

Section 12.1. Basic Salary: The basic salaries of staff members covered by this Agreement are set forth in Appendix C. This schedule reflects a 1.6% increase in each cell for the 2020-21 school year. The base salary schedule shall be increased for the ~~2019-20~~ 2021-22 school year by the state's funded inflationary adjustment index for school district revenue formulas (currently the implicit price deflator). Base salaries reflect compensation for on-site work time and duties as well as professional responsibilities that may or may not take place on-site such as:

- A. Basic contract expectations such as preparing the classroom or workspace for quality instruction or support of instruction, planning of instruction and curriculum, assessing and evaluating student work, preparing summative progress and grade reports for timely distribution, participating in a reasonable and equitable number of MDT, SST, IEP and/or Section 504 meetings, and communicating with families and students.
- B. Participation in activities involved in the evaluation of professional performance;
- C. Participation in reasonable compliance training (i.e. flexible digital forms of asynchronous training that employees may access at their own chosen times and places).

Substitutes

Amend Section 4.5. as follows:

Section 4.5. Equitable Class Coverage: The building administrator will ensure equitable assignment of teachers when covering classes for absent teachers. Annually, the Shared Leadership Team will work with the building administrator(s) to develop a plan for in-house class coverage. These plans will be submitted to the Executive Director of Human Resources and the HEA President no later than October 15 to ensure the coverage plans are structured for equity and transparency.

- A. Class coverage: Use of staff members to provide coverage of another staff member's class will be assigned in as equitable a manner as possible; emergencies will be handled on a needs basis.

Amend Article 15 as follows:

ARTICLE 15 SUBSTITUTES

Section 15.1. Status of Substitutes: Substitutes are eligible for representation beginning on the twenty-first consecutive day of employment or on the thirty-first day of employment within any twelve (12) month period.

- A. The Association shall give written notice of the following to the Human Resources Department.
 - i. The per diem dues ~~or representation fee~~ of substitute members by October 1, and
 - ii. Written authorization by the substitute for remittance of all dues ~~or the amount of the representation fee~~ prior to the District taking any deduction.
- B. Personnel performing duties as a substitute and who are eligible for representation by the Association shall have the following rights under this Agreement:

Section 15.2. Daily Substitute Compensation:

- A. There shall be three rates of pay for substitutes, outlined in Appendix C:
 - i. Employees with Emergency Substitutes Certificates will be paid consistent with the chart in Appendix C ~~a flat rate of \$120 per day; \$60 per half day.~~
 - ii. A daily rate of pay ~~(see Appendix C).~~
 - iii. The contractual rate of pay shall be commensurate with the staff member's training and years of experience when placed on the salary schedule. This rate is to be paid only for single assignments which exceed twenty (20) consecutive work days.
 - iv. Annually, these rates will be increased to reflect the inflationary adjustment to the state's revenue formulas.
- B. Any substitute on the daily rate who is required to work for more than three and one-half (3½) hours in any one (1) day will be paid for a full day. Any substitute on the daily rate who is required to work three and one-half (3½) hours or less will be paid half the daily rate plus six (\$6.00) dollars.
- ~~C. Substitutes who accept a half-day assignment, but are needed up to an hour of additional time shall be paid at \$20.00 per hour. This does not apply to Early Release days.~~

- D. Substitutes on the daily rate on a half-day assignment will have completed their obligation fifteen (15) minutes following the conclusion of their last class or assigned responsibility. All other substitutes shall have the same duty day as the person they are replacing.
- E. Substitutes may be eligible for benefits under the School Employees Benefits Board, if they meet the terms and conditions outlined in Section 12.6 of this agreement., ~~except long term substitutes or non-continuing contracted employees, are not eligible for employer paid insurance premiums. However, substitutes who choose may pay their own premiums (with approval of the carrier) at the group rate for the medical, dental, long term disability and vision plans listed in Article 12 (Professional Compensation and Benefits) provided the monthly premiums are paid to the District's payroll office as determined by the District.~~
- F. In the event a substitute is called by the District and reports for duty and no assignment exists, the substitute may be assigned to an alternative substitute assignment. If there is no alternative assignment, the substitute will receive half the daily rate of pay.
- G. ~~Substitutes on the contractual rate who are replacing a staff member whose normal assignment requires travel between schools or travel within the District on school business will be compensated for mileage (Section 12.9.), upon submission of mileage documentation. Substitutes on the daily or extended rate shall receive two and 75/100 (\$2.75) dollars for required travel.~~
- H. In the event a substitute is required by the District to observe, plan or organize lessons in advance of actually taking over the class, such pre-planning work shall be compensated at the daily rate.
- I. Substitutes required by the District to attend workshops and conferences shall be compensated for time spent in participation and attendance at such events. If attendance is during the substitute's work day, the time spent shall count as time worked; if attendance is outside the work day, it shall count as work time for pay purposes, paid at the Extra Duty Rate specified in Appendix D.
- J. Substitutes who have the responsibility for opening a classroom shall be provided two (2) days pay for individual preparation and planning.
- K. If a substitute is called to a position and that position continues for the remainder of the school year, that person will receive the contractual rate of pay retroactive to the beginning of the assignment whether or not he/she is issued a contract for that position.
- L. Substitutes who work 100 days the previous year and work 20 days in the new school year will ~~receive a \$100 bonus when they qualify for the "after 20 Nonconsecutive Days" rate; in addition, they will be moved to "Row CB – after 40 Nonconsecutive Days" rates (Appendix C) of \$150/\$155.~~
- M. The daily rate for substitutes who are retirees of the Highline School District will be consistent with "Row B – after 40 Nonconsecutive Days."
- N. When a substitute is asked to use a scheduled planning period to cover a class not part of their originally assigned job, the substitute will be paid for that time at the Extra-Duty Rate identified in Appendix D.

Section 15.3 Annual Substitutes

- A. Annual substitutes are hired on a 0.85 FTE leave replacement contract as follows.

- i. The annual contract will consist of 155 work days, calendared in advance on student instructional days. Alternate days may be requested by the substitute through Human Resources prior to the first day of employment. Approval will be subject to demand trends for specific dates.
 - ii. Annual substitutes are not required to participate in District Initiative Days (DID), but may attend at their election and receive clock hours, if available. The District may offer additional compensation for these days at the Extra Duty Rate identified in Appendix D to encourage participation on these days.]
- B. Annual substitute compensation for annual substitutes is identified in Appendix C.
 - i. Compensation will reflect Base Salary only and will not include Professional Learning and Enrichment (PLE).
 - ii. Annual substitutes will be moved to the contractual rate of pay after the twentieth consecutive day in the same assignment, retroactive to the first day of that assignment. They will be paid the contractual rate for the duration of that assignment, including both Base Salary and PLE. Their contractual FTE may be adjusted to reflect the duration of the assignment, if necessary.
- C. Responsibilities of annual substitutes who are working in short term assignments will be adjusted as follows:
 - i. Whenever possible, annual substitutes will be placed in assignments of five (5) or fewer days.
 - ii. No PLE days or activities are expected.
 - iii. The workday for annual substitutes is confined to the 7.5 hour work day, including the 30-minute duty-free lunch. Attendance at activities beyond the workday is not expected.
 - iv. The District reserves the right to schedule professional learning opportunities for substitutes during Professional Collaboration Time (PCT). Substitutes are otherwise expected to work a full day in their assignment on PCT Fridays.

Section 15.43. Assignment of Substitutes:

- A. Substitutes will be assigned in the following priority, to the extent possible:
 - i. Annual substitutes;
 - ii. Daily substitutes who hold ongoing certification;
 - iii. Daily substitutes who hold an Emergency Substitute certificate.
 - ~~iv. Building requests for a particular substitute will be honored if possible.~~
 - ~~v. Employment Pool Personnel will be utilized on a 2nd priority basis.~~
 - ~~vi. Substitutes with a proven record of service to the District.~~
- B. Daily substitutes will be assigned utilizing the District's online substitute management system. Substitutes may utilize the system to self-manage preferred assignments.
- C. Annual substitutes will be assigned by the District's Absence and Leave Management Team. At the start of each year, substitutes will be afforded an opportunity to identify preferred grade levels for assignments.
- D. Substitutes have the right to annually indicate their day(s) of availability, preferred levels, assignments and/or geographical areas and the fact of being in the employment pool, if applicable. A list of substitutes indicating any preferences shall be provided to the Association no later than thirty (30) days following the opening of school if requested.

Each month thereafter the District shall provide to the Association the names of any new personnel hired as substitutes.

- ~~E. Substitutes who are unavailable for a particular assignment will not have their names deleted from the list of substitutes to be called; prior to being called a substitute may without prejudice identify a specific assignment for which he/she does not want to be called.~~
- F. When the District is notified in advance of a staff member's multi-day absence, the substitute who is called will be notified of the length of the assignment. The District will make every effort to assign a substitute who can fulfill the entire assignment.
- G. No substitute will be released from a single continuous assignment for arbitrary and capricious reasons.
- H. The District and the Association will annually review the process for reporting concerns around substitute assignments.
- ~~I. Accountability (School Improvement Plans) must include a plan for how many substitutes will be required to carry out the plan.~~

Section 15.54. Substitute Expectations:

- A. At the time of employment, the District will provide each substitute teacher with a copy of district rules and regulations relative to substitutes. Biannual revisions will be distributed to all substitute teachers.
- B. The absent staff member will see that each substitute is provided with a folder when the substitute reaches his/her assignment for the day. The folder will include class rules, special information on that day's schedule and lessons and an applicable seating chart.
- C. The District will offer a minimum of five (5) hours each year of develop professional development aimed at substitute teachers. Clock hours will be provided free of charge. RSVPs may be required, and classes may be cancelled if there are fewer than five (5) confirmed attendees within two (2) weeks of the scheduled session.
- ~~D. Any investigation that might be necessary due to reported concerns and/or the discipline or removal of a substitute from the classroom shall be completed in a timely manner. Substitutes will be notified of the complaint and informed of their Weingarten rights. Any actions resulting from an investigation will be communicated promptly to the substitute.~~
- ~~E. The District will alert building administrators and HEA Executive UniServ Director or President if a substitute has requested to not return to a building.~~
- F. The provisions of Article 2 (Association Rights), and Article 7 (Grievance Procedure), shall apply to substitutes.
- ~~G. The District will pay postage for the mailing of substitutes' paychecks if requested by the substitute.~~

~~Section 15.5. Collecting Agency Fees from Day-to-Day Substitutes:~~ The Highline Education Association and the Highline School District agree to the following program related to the collecting of agency fees from day-to-day substitutes who do not become members of the Association.

- ~~A. On or before August 1, the District shall provide the Association with a list of individuals who~~

~~substituted during the school year and those who were added to the substitute pool as of June 30.~~

- ~~B. The Association will review the list and determine the number of Hudson packets to be delivered to the District for the coming school year.~~
- ~~C. On or before August 15, the Association shall deliver to the District's Human Resource Department the required number of Hudson packets; if the Association is unable to deliver the Hudson packets by August 15 the Association shall notify the District of the delay and the reason for the delay. The Association will provide the Hudson packets as soon after August 15 as possible, but no later than the meeting(s) described in Section 15.5, Paragraph D.~~
- ~~D. During the course of the regular substitute orientation, Hudson packets will be made available to appropriate individuals. The following process will be followed:

 - ~~i. An HEA representative will be provided time to hand out Hudson packets;~~
 - ~~ii. The form (Appendix F, Section F.1.) will be completed and signed;~~
 - ~~iii. The forms will be collected by the HEA representative;~~
 - ~~iv. HEA will notify the District Human Resource Department of any substitute not completing the form;~~
 - ~~v. Those individuals not signing the form will be denied the right to work once they are eligible for association membership.~~~~
- ~~E. If any substitute is added to the District substitute list after the substitute orientation, the substitute shall be given an Association-provided Hudson packet by either an Association representative or a designated district employee. In the event an HEA representative is not available, the completed forms will be collected and forwarded to HEA within two (2) days. All other conditions of number "5" above shall apply.~~
- ~~F. No agency fee deduction shall be made for any substitute added to the substitute list after November 30 until the following year.~~

Amend Appendix C as follows:

PAY RATE INFORMATION FOR CERTIFICATED DAILY SUBSTITUTES

The following rates are in effect for the 2018-19 2020-21 school year.

		Monday - Friday
a	Daily Substitutes	\$173.40 <u>176.17</u>
b	After 40 Nonconsecutive Days	\$193.80 <u>196.90</u>
c	Half-Day	½ of the Daily Rate + \$6.00
d	Emergency Sub Rate	\$141.00 <u>143.26</u>

e	After 20th Day in Long Term Assignment	*Contractual Rate
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Substitutes who work 100 days the previous year and work 20 days in the new school year will ~~receive a \$100 bonus and will~~ be moved to Row b and receive the After 40 Nonconsecutive Days rate.

The daily rate for substitutes who are retirees of the Highline School District will be consistent with Row b – “After 40 Nonconsecutive Days.”

In addition, when substitutes are asked to use a scheduled planning period to cover a class not part of their originally assigned job, the substitute will be paid for that time at the Extra-Duty Rate identified in Appendix D.

*The Highline School District pays a contractual rate of pay after the twentieth consecutive day in the same assignment. The contractual rate of pay is taken from the current teacher salary schedule and placement is based upon education and years of experience. Experience verifications from other school districts or educational institutions, along with official transcripts are required in order to calculate placement.

PAY RATE INFORMATION FOR CERTIFICATED ANNUAL SUBSTITUTES

Annual substitutes will be compensated as follows, reflective of a 0.85 FTE contract. Compensation will be a percentage of Base Salary, not to include Professional Learning and Enrichment (PLE).

Experience	BA	BA+45 (MA=45)	BA+90
<u>0-2 years</u>	<u>85% of BA Step 0</u>	<u>85% of BA/45 Step 0</u>	<u>85% of BA/90 Step 0</u>
<u>3-6 years</u>	<u>85% of BA Step 3</u>	<u>85% of BA/45 Step 3</u>	<u>85% of BA/90 Step 3</u>
<u>7+ years</u>	<u>85% of BA Step 7</u>	<u>85% of BA/45 Step 7</u>	<u>85% of BA/90 Step 7</u>

Annual substitutes will be moved to the contractual rate of pay after the twentieth consecutive day in the same assignment, retroactive to the first day of that assignment. They will be paid the contractual rate for the duration of that assignment. The contractual rate of pay is taken from the current teacher salary schedule and placement is based upon education and years of experience. Experience verifications from other school districts or educational institutions, along with official transcripts are required in order to calculate placement.

Student Behavior Support

Replace Section 3.4 with the following (shows new and continuing language; does not show all of the prior language removed):

Section 3.4. Student Behavior Support: Student discipline and behavior support should promote a safe and productive educational environment. Beyond this minimum baseline, however, in Highline we aspire to support student behavior in a manner that is just, equitable and intentionally anti-racist. Such a system requires effective implementation of culturally-responsive student engagement; ongoing joint work of educators, families, and communities at all levels of the system to identify and eliminate existing barriers and practices that hinder equity; and instructional strategies that minimize exclusions of students from educational environments.

The contract language below is not intended to be a complete description of the critical elements of an effective, just and equitable system of behavior support. Such a system must be embedded and reflected within the educational practices of educators working individually and collectively to form, maintain and, when necessary, restore positive educational relationships within the school. The provisions below are reminders of specific legal rights currently existing under state law or protections that have been negotiated by the District and Association for the benefit of staff and/or students.

- A. Administrative/Designee Support: In buildings with a Dean or Assistant Principal, the District will make every effort to ensure that at least one building administrator is in the building at all times to address student discipline issues. Building administrators shall designate a certificated staff member to provide discipline support in the administrator's absence. If the designee is a classroom teacher, prior arrangement will be made by the administrator to assure that the designee's students are under the charge of another certificated employee during the designee's absence from the classroom. On the second consecutive full day of administrative absence, a substitute will be provided for the designee. The substitute will remain in that position until the building administrator returns. The designee in each elementary school will be provided with a stipend as indicated in Appendix D.
- B. Classroom Exclusions (RCW 28A.600.020, WAC 392-400-025, -330 and -335): Although the District and Association are committed to implementing instructional strategies that minimize exclusions of students from educational environments, the parties recognize that each staff member has the right to exclude a student from the staff member's classroom or instructional or activity area for behavioral violations that disrupt the educational process while the student is under the staff member's immediate supervision, subject to the following requirements:
 - i. The staff member must first attempt one or more other forms of corrective action to support the student in meeting behavioral expectations, unless the student's presence poses an immediate and continuing danger to other students or school personnel, or an immediate and continuing threat of material and substantial disruption of the educational process.

- ii. The staff member must report the classroom exclusion, including the behavioral violation that led to the classroom exclusion, to the principal or designee as soon as reasonably possible.
- iii. The staff member, principal, or designee must notify the student's parents regarding the classroom exclusion as soon as reasonably possible.
- iv. When a staff member administers a classroom exclusion on the grounds that the student's presence poses an immediate and continuing danger to other students or school personnel, or an immediate and continuing threat of material and substantial disruption of the educational process, the staff member must immediately notify the principal or designee; and the principal or designee must meet with the student as soon as reasonably possible and administer appropriate discipline.
- v. The duration of the exclusion may be for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and staff member have conferred, whichever occurs first.
- vi. Each school's Shared Leadership Team will ensure that a system is developed and in place to identify priority referrals for conferring versus a referral where a conference is not requested. Priority referrals will include the opportunity for a written response upon request.
- vii. The "conferring" between the principal or designee and staff member should include an opportunity, if requested by the staff member, for a genuine dialogue at an educationally-appropriate time about the student's behavior and the steps already taken, and those necessary to be taken, to successfully restore positive educational relationships within the classroom. Restoring relationships may, in appropriate circumstances, require the inclusion of the student and/or other facilitators in the dialogue. In all cases, the parties have a joint goal to minimize the loss of instructional activity and content due to the classroom exclusion.
- viii. When a student is excluded from the student's classroom or instructional or activity area for longer than the balance of the school day, the school district must provide notice and due process for a suspension, expulsion, or emergency expulsion under state law.
- ix. The school district must provide the student an opportunity to make up any assignments and tests missed during the classroom exclusion.
- x. A "classroom exclusion" does not include actions that result in missed instruction for a brief duration when a staff member attempts other forms of discipline to support the student in meeting behavioral expectations, and the student remains under the supervision of school personnel during such brief duration.

C. Communication: Effective student behavior support requires several types of key communications.

- i. The building principal and staff members shall confer at least once per semester in order year, or more frequently as needed, to develop and/or review building disciplinary standards and uniform enforcement of those standards. This review shall include the District's student discipline policies and procedures. Every employee shall be given a written copy or directed to the electronic copy of the school and District policies/standards. This review may occur during PCT, DID or staff meetings.
- ii. Every building shall have a system for informing staff members of student behavioral history, behavioral incidents, intervention plans and safety plans whenever there is a legitimate educational need for staff to use this information to form safe and positive educational relationships with students. The principal at each school shall ensure there is a system in place that identifies staff members who are recipients of, and responsible for sharing, such information as well as appropriate timelines and methods for doing so. Such systems shall account for the critical need for such information during transitions of students between schools and programs. All staff members shall respect the legal confidentiality of student records and information related to the behavior.

D. Response to Violent Incidents: An effective, just and equitable system of behavior support will seek to minimize violent student behaviors. When such behaviors nevertheless occur:

- i. School personnel may use reasonable physical force as necessary to maintain order or prevent a student from harming themselves, other students, school personnel or property (WAC 392-400-825). A staff member may and should request available assistance if circumstances necessitate the bodily removal of a disruptive student in order to safeguard the health and safety of others.
- ii. The principal shall be responsible for ensuring each school has documented plans for responding to unanticipated and reasonably-anticipated situations in which a student needs to be deescalated and other students are removed from the classroom or instructional area in order to protect them and facilitate de-escalation of the student. Such plans shall be responsive to the possibly evolving needs and patterns of particular students; accommodating to the physical and emotional needs of staff members involved in such incidents; and thoughtful about the potential need to communicate with staff and the families of students witnessing such incidents. All staff members shall respect the legal confidentiality of student records and information related to the behavior.
- iii. See also Section 3.12 regarding supports for staff members subject to assaults and property damage.

E. Other Provisions:

- i. Staff members shall receive, as soon as possible, a written or oral response and assistance from the building administrator when disciplinary support is requested.
- ii. The building principal and/or counselor will communicate and collaborate with involved staff members ~~in an attempt to obtain concurrence~~ regarding transfers of students from one classroom/school to another classroom/school when such transfers are made

because of problems in communications between student and teacher, or because of a student disciplinary problem or when it is in the best interest of the student. When the communication is given orally, a written response shall be provided by the building principal/designee upon request.

- iii. No staff member shall be required to search a student's person or belongings.
- iv. The District will provide all teachers new to Highline with mentoring and/or training in Highline's approach to student behavior support.

Add a new Section 3.13. to read as follows:

Section 3.13. Disruptive Visitors: Communication with families is a critical support for the educational growth of students. Consistent with that need, parents and guardians have a statutory right, within the guidelines of district policy, to access their child's classroom and/or school sponsored activities for purposes of observing class procedure, teaching material, and class conduct, provided that such observation shall not disrupt the classroom procedure or learning activity. See Board Policy 4200 and Administrative Procedure 4200P. Staff members should seek administrative assistance whenever a parent, guardian or other school visitor becomes either verbally or physically abusive and may ask for such visitor to be removed or restricted from the staff member's classroom or workstation.

Amend Section 3.12 as follows:

Section 3.12. Assault Response Protocol and Damage to Personal Property: The District and Association shall collaboratively develop in labor management meetings and annually publish an assault response protocol describing the steps that should be taken at a school when a staff member is assaulted. The protocol shall include response and support for both the staff member and any involved student, including appropriate disciplinary action, due process, and restorative steps for students impacted by the incident. The assault protocol shall be included in handbooks and other commonly-referenced resources available to staff and administrators.

When students damage personal property in assaultive or violent incidents, the District shall reimburse staff members up to \$500 for out-of-pocket expenses not covered by other insurance for damaged clothing, items of personal need (e.g., eye glasses), and other personal property. In no school year shall the District's liability exceed \$10,000 under this particular paragraph.

Enter into a new Letter of Agreement as follows:

Student Behavior Support Team

The District and Association shall form a Student Behavior Support Team (SBST) for the purpose of supporting effective implementation of culturally-responsive student engagement; identification and elimination of existing barriers and practices that hinder equity; and implementation of

instructional strategies that minimize exclusions of students from educational environments. During the 2020-21 school year, the committee shall initially consider five specific topics/initiatives:

- (1) The types of data that would be helpful for pursuing the three goals of the committee identified above, the staff members and systems necessary to gather such data, and a plan for how such data will be gathered and used. The Team shall specifically consider what training may be necessary to ensure the consistency and accuracy of this data.
- (2) Developing and distributing fact sheets and videos accessible upon demand to all Highline educators explaining (a) changes in state law regarding exclusionary practices; (b) the process for special education referrals; and (c) accessing other social-emotional support for students.
- (3) Developing and distributing a tool for the staff at each school building to inventory their current need and capacity for additional professional development in concepts identified by the Team as critical to an effective, just and equitable student behavior support system such as trauma informed practices, de-escalation techniques, restorative justice, social emotional learning, culturally-responsive student engagement and multi-tiered systems of support. (See also the professional development resource identified for the 2020-21 school year below.)
- (4) The training, skills and capacity of current specialists employed by the District (e.g., counselors, school psychologists, social workers, mental health and behavioral specialists); training, skills and capacity of specialists not currently employed by the District; and the redeployment of existing types of staff to lead and support effective, just and equitable District- and building-level systems of student behavior support. The Team shall consider whether and how job descriptions for positions might change to support this work, and the impact of such changes on existing workload and District financial resources.
- (5) How to embed the work identified above within the broader District efforts around race and equity.

The SBST will have equal representation from the District and Association. District and Association leaders will collaborate to appoint co-chairs to lead the committee. The committee shall have representation from building-level and district-level administration, general education classroom teachers, special education staff, and certificated specialists. The Team shall begin its work no later October 1, 2020, (or such other date mutually agreed-upon) and shall periodically provide updates on its progress to the District and Association bargaining teams. The future work and continuation of the Team shall be reviewed by the bargaining teams in the spring of 2021.

The District will support the work of the SBST with an allocation \$25,000 in the 2020-21 school year and \$225,000 in the 2021-22 school year to provide professional learning for schools in their areas of need identified in the 2020-21 school year as described in numbered paragraph 3 above. The method for distributing this resource shall be developed by the SBST.

Dual Language (*indicates improvements that are not limited to DL)

Create a new subsection of 4.23 (Dual Language subsection) as follows regarding singleton classes:

Elementary Singleton Classes: Prior to assigning a teacher to a Singleton Dual Language Class, in which both English and the target language(s) are taught, the principal shall meet with the teacher, the Dual Language Coordinator or Language learning Specialist, and an HEA Representative to answer any questions the teacher may have and discuss any requests for resources and support that the teacher may have for this assignment. Singleton Dual Language classes must be single-grade classes, not splits.

**Create a new 4.19.A.vi. as follows regarding class size mitigation:*

In the event two or more teachers share an elementary classroom that qualifies for class size mitigation pursuant to Section 4.19.A. (e.g. due to departmentalization or Dual Language), the mitigation funds for that class shall be split proportionally between the teachers, based on the average time per day spent with that class of students.

Create a new subsection of 4.23 (Dual Language subsection) as follows regarding student placement, effectively prohibiting placing DL and non-DL students in the same class:

Student Placement: Students who have not previously been in Dual Language may not be placed into a Dual Language class unless the school has followed the screening and placement procedures outlined in the Dual Language Program Guide.

**Add the following language to Article 3, and also reference that new subsection in 4.23.A.iii. - the language about interpretation in 4.23 can be amended to say, "See Section ---- for additional details."*

The District will continue to provide interpreters for meetings, as needed. Bilingual teachers/ESAs may not be asked to serve as interpreters for IEP meetings, disciplinary meetings, or other meetings for which an interpreter is needed unless documented steps have been taken to schedule an interpreter and no other interpreter was available. In that case, a teacher/ESA may agree to provide interpretation, but may not be required to do so. Compensation for interpretation, either due to additional time or additional responsibility, will be provided at the Extra Duty Rate identified in Appendix D.

Create a subsection related to the DL Stipend for Secondary, separate from Elementary. Will require revision of 4.23.B. as follows and creation of a new 4.23.C with subsequent sections re-lettered.

B. Elementary Stipends. A stipend of \$1,000 will be paid to elementary Dual Language program teachers (English and partner language) to cover extra duties specifically related to the program, including:

i. Report Cards

1. Collaboration on items crossing both classrooms.
 2. Literacy grades required in both languages, which create an additional demand on teachers data entry into the report card.
- ii. Planning time (ongoing)
1. Collaborating to adjust established schedules across the multiple classrooms based on irregularities throughout the school year.
 2. Coordinating instructional planning that crosses both languages.
 3. Collaborating on Dual Language specific features.
- iii. Planning time (August)
1. Collaborating to establish a schedule across the multiple classrooms to support language learning through the dual language model.
 2. Coordinating on unit and semester level planning for instruction across two languages, as well as coordinating classroom management procedures.
- C. Secondary Stipends. A stipend of \$1,000 will be paid to secondary Dual Language teachers to cover extra duties specifically related to the program, including the items identified below. English-side Dual Language teachers are defined as teachers who specifically serve the Dual Language cohort in core content classes on the English-side and are intentionally teamed with target language Dual Language teachers. English-side teachers will only receive the Dual Language stipend if they are consistently engaged in the work below, in collaboration with their target language teacher(s).
- i. Program Support
1. Support and promote the use of the target language(s) throughout the school.
 2. Attend any school dual language trainings or meetings that are relevant to their position.
 3. Ensure progress reports and report card comments are written in families' preferred languages.
- ii. Planning time (ongoing)
1. Collaborate regularly to monitor and support students' language and literacy development in both languages, including vocabulary development.

2. Develop materials and structures to support bridging and translanguaging.
 3. Coordinate instructional planning that crosses both languages.
- iii. Planning time (curricular)
1. Collaborate to supplement curriculum with cross-curricular projects and enrichment activities that support development in both languages.
 2. Develop culturally responsive materials in the target language.

Create a new subsection of 4.23 (Dual Language subsection) as follows regarding course creation:

Secondary Course Creation: A secondary Dual Language teacher who is asked by the District to develop a new Dual Language course will be provided release time and/or compensation to complete this work. The Language Learning department will develop a process for course approval, including a procedure for determining a sufficient amount of release time and/or compensation to accomplish the development of curricula and materials for a particular course.

**Amend Sections 13.2 and 13.3 as follows:*

Section 13.2. Instructional Materials Committee:

- A. At least three (3) and at least one-third (1/3) of the total members of the District's Instructional Materials Committee (IMC) will be non-supervisory certificated instructional staff members. The Association will recommend to the District Superintendent names of staff members for potential membership on the IMC. The District will publish the names of IMC members on the District website. Staggered terms of service will be identified in District procedure.
- B. At a minimum, the IMC will:
 - i. Develop and oversee an established timeline for cycle of curriculum review;
 - ii. Appoint adoption committees for review and selection of new curricula;
 - iii. Review the recommendations of adoption committee and recommend new curricula to the Board;
 - iv. Review and define various types of instructional materials (e.g. "core curriculum," and "supplemental instructional materials" and "dual language materials") in District administrative procedure and the process for approval for such;
 - v. Receive, consider and act upon written complaints regarding district instructional materials; and

vi. Actively pursue positive inclusion and representation of historically marginalized communities in committee membership and curriculum content in accordance with board policies and equity goals; and

vii. Screen materials for bias prior to adoption.

Section 13.3. Adoption Committees: At least one-half (1/2) of the members of an adoption committee shall be non-supervisory certificated staff members. The Association will recommend to the IMC names of staff members for potential membership on adoption committees. The District will publish the names of Adoption Committee members on the District website. Teachers selected for adoption committees should represent the content areas, grade levels and programs being addressed (including dual language), a broad representation from across the district, and the experience of current practitioners. Adoption committees will identify necessary training, support and timeline for successful implementation of the adopted curriculum. Adoption committees will actively pursue positive inclusion and representation of historically marginalized communities in committee membership and curriculum content in accordance with board policies and equity goals.

Enter into a letter of agreement that reads as follows:

The joint bargaining teams have identified questions related to dual language programs that require further discussion and the expertise of our joint Dual Language Committee. The bargaining teams ask the Committee to prioritize these questions and present recommendations to the bargaining teams on some or all of these questions prior to March 1, 2021, and the remainder by March 1, 2022:

- **Vision:** How can we strengthen Highline's DL goals (Bilingualism/biliteracy, high academic achievement in both languages, sociocultural competence) in all aspects of the DL program (materials, curricula, trainings, etc.)?
- **DL Curriculum:** How can we increase DL teacher access to necessary curriculum?
- **Secondary DL:** What is the vision for growth of the dual language program in secondary schools? What support structures need to be implemented for that growth? How can the staffing and scheduling impacts of that growth be anticipated and mitigated? What staffing is necessary to adequately support DL teachers and students while considering the impacts on all stakeholders?
- **DL Assessment:** How can we best assess DL students in both languages? What kind of time and resources are required for such assessments? How can we ensure such time and resources are provided?

ESAs (*indicates changes not limited to ESAs)

Amend subsections L, O, P and R of Section 4.15 as follows (inclusive of changes included in previous TAs):

- L. Speech-Language Pathologists (SLP): The District will allocate FTE for Speech-Language Pathologists so as to provide an average case load of ~~45:1~~ 44:1 (using the February 1 caseload count from the previous school year). Individual caseloads may vary above or below ~~45~~ 44. The SLP designee and special education administrator will determine assignments

after consultation with the SLPs. An additional 1.2 FTE will be allocated to support Child Find. An additional .2 FTE will be allocated to support the "SLP Designee" leadership position(s). Staffing for SLPs will be rounded up to the nearest 0.5 FTE in order to facilitate hiring to fill vacancies.

- O. Social Workers and Audiologists: The District will maintain ~~four~~ six social workers. The District will maintain one audiologist.
- P. Assistive Technology: The District will allocate ~~.4~~ .6 FTE for the purpose of facilitating implementation of assistive technology.
- R. Loss of Funding: In the event of a double levy failure or significant change in state or federal funding, the Association and the District shall meet to agree to an equitable reduction in force of counselors, librarians, psychologist, speech language pathologist, occupational therapist, physical therapist, nurses, social workers, and audiologist.

**Amend Section 4.8 as follows:*

Section 4.8. Facilities: Each staff member, including itinerants and part-time employees, who normally require the use of a classroom in the exercise of his/her duties, shall have a classroom or an appropriate space assigned for his/her use. No staff member shall be required to move from classroom to classroom on a regular basis to perform his/her duties unless by individual preference, or when operating in a cluster model, or unless there is no other reasonable option.

- A. A separate desk with adequate drawer space and a serviceable chair shall be provided for each staff member.
- B. The District will provide suitable and secure space for each staff member to store personal articles and instructional materials.
- C. Teaching personnel shall be provided with a copy of the text(s) they are required to use for instruction in assigned subjects.
- D. The building administrator will schedule appropriate workspace in cooperation with itinerants assigned to the building.
- E. Staff members will have access to a computer in their workspace. Telephone facilities shall be made available to staff members for their reasonable use; however, school district business shall have first priority. Personal long-distance calls shall be made only in emergencies, and at the staff member's expense.
- F. Each staff member's work area shall be provided with adequate heat, light and ventilation, consistent with all applicable state laws and regulations. The district's environmental/air quality policies and procedures will be shared with all members annually. Buildings will have extreme temperature plans that will be shared with all staff annually.
- G. The District will make a reasonable effort to maintain clean classrooms and other learning areas. Whenever possible, pest control and other major maintenance projects should be conducted at times when it does not impact educational operations. When it will impact

the learning environment, employees shall be informed at least two days in advance of such activity (e.g. bug spraying, painting, major maintenance projects, etc.). This notice provision shall not apply to emergency situations.

- H. Each building will provide appropriate space designated for use by speech language pathologists (SLPs), occupational therapists (OTs) and physical therapists (PT). Building administrators will communicate plans for therapy spaces to impacted staff at least fourteen calendar days (14) prior to the beginning of the school year. For a space to be considered appropriate, it must include the following criteria/materials: Occupational and physical therapist centers will be designated across the district. At these centers the following will be provided:
- i. Sufficient in size for both individual and small group therapy to be conducted and Space which is free of furniture and is accessible for all students;
 - ii. An educator ~~teacher~~ desk/table, chair and locking filing cabinet;
 - iii. Locked storage space for equipment and/or materials;
 - iv. Student table(s) and chair(s);
 - v. Chalkboard/whiteboard and mat;
 - vi. A door that can be locked for security and closed to provide privacy for students during therapy;
 - vii. It is acceptable for the space to be shared, so long as schedules can be arranged to ensure 1) privacy and confidentiality of student information during staff work time and 2) student therapy time does not overlap between staff members. At non-center sites, where small numbers of students are served, items iii, iv, and v will be provided if requested by the therapist.
- I. When school is not in session, a staff member will have access to his/her assigned building(s) upon approval of the building principal and consistent with District security requirements.
- J. Adequate off-street parking facilities shall be provided to staff members. Parking facilities and outdoor walkways will be appropriately lighted for evening activities and maintained to reduce or eliminate hazards.
- K. The District will make available in each school restroom facilities exclusively for non-student use, ~~separate for each sex.~~
- L. Each school shall have at least one (1) room appropriately furnished and properly ventilated which shall be used as a faculty lounge.
- M. Each school shall develop processes, procedures, and/or materials to protect the privacy of students and staff utilizing the nurses' office or any other space where health information is discussed.
- N. The District shall be responsible for determining unsafe and hazardous conditions under

which staff shall not be required to work, consistent with all applicable state laws and regulations. A copy of the District's emergency and safety policies and procedures will be distributed annually and/or included in each school's staff handbook

- O. For any classrooms or other worksites in which lab sciences or industrial/technical classes are taught, the following guidelines will apply:
 - i. Such classrooms will provide sufficient space for the curricular activities to be conducted in a safe manner.
 - ii. The District will provide and require the use of necessary safety equipment consistent with the Science Classroom Safety Guidelines from the Department of Health and OSPI, as well as federal OSHA regulations.
 - iii. A Highline Schools Laboratory Safety Standards and Hygiene Plan will be developed and updated at least every other year. After being developed, the most recent version of the plan will be provided annually to each middle school and high school science teacher.
 - iv. The District will provide all necessary and appropriate training in order to meet and fulfill the requirements set forth by applicable laws and the Highline Schools Laboratory Safety Standards and Hygiene Plan.
- P. In order to provide efficient school operation and a climate of collaboration, each school's Shared Leadership Team will address, or establish a Safety Committee to address, tasks including, but not limited to:
 - i. Develop and recommend a school safety plan;
 - ii. Review and support Highline Public Schools Disaster and Emergency Preparedness Plan;
 - iii. Make maintenance recommendations to the principal.

Amend Appendix D, Section H. as follows:

- H. Nurses: Nurses will be allocated five (5) days of extended time for work completed prior to the start of school and/or within two (2) weeks of the first student day; these five (5) days will be paid at the rate of 1/36 of base salary ~~per week~~, pro-rated by FTE. Additional days may be allocated as needed with advance authorization from the Director of Health Services. The Lead Nurse will be allocated ten (10) days of extended time for work completed prior to the start of school and/or within two (2) weeks of the first student day; these ten (10) days will be paid at the rate of 1/36 of base salary per week, pro-rated by FTE.

Amend Appendix D, Section O as follows:

- O. Counseling: Secondary counselors will be paid at the rate of 1/36 of base salary per week for an additional five (5) days service completed during the summer, prior to the first student day. Each counselor in school buildings with an average counselor caseload greater than 300 students per the formula outlined in Section 4.15.I.ii as of the last student count day of the previous year shall be allocated an may be paid for an additional two (2) days service completed during the summer, prior to the first student day. Changes to the distribution of days within a building may be requested by a building by June 1 and will be reviewed for potential approval by the HEA-HSD Labor-Management Team by June 15. Compensation for the five days will be paid in a lump sum on the September pay warrant if documentation of the days worked is submitted before September 10. If this deadline is missed, documentation may be provided in October for payment on the October or November warrant. Each secondary school will be entitled to extended counseling time during the summer at the rate of ten (10) hours per each one hundred (100) pupils FTE assignment enrolled, or a major fraction thereof. The principal will select the counselor or counselors best suited to serve this program. Each will be paid at the rate of 1/36 of base salary per week.

Elementary counselors will be paid at the rate of 1/36 of base salary per week for an additional five (5) days service. (Object Code 4294)

Enter into a Letter of Agreement regarding an Overload Mitigation Process for Speech Language Pathologists as follows:

The District and the Association agree to continue the current practice of overload calculation for Speech Language Pathologists (SLPs) through academic year 2020-21, as outlined below.

The District will allocate FTE so as to provide an average caseload of 44:1 using caseload counts monitored consistently through April-June of previous school year between the special education administrator and SLP Designee/s. Individual caseloads may vary above or below 44. Additional staffing will be provided to ensure coverage of full ECSE classrooms. The SLP designee/s and special education administrator will determine assignments after consultation with the SLPs. In the case where the average ratio exceeds 44:1 and caseloads cannot be balanced among the SLP's, increases in FTE will be added to the nearest .5 FTE.

The parties also agree to work through the Special Education Committee and/or the HEA/HSD Labor Management Team to develop and recommend contract language for SLP mitigation to the Joint Bargaining Teams to be negotiated as a contract reopener in spring 2021 for implementation in academic year 2021-22. If the parties are not able to reach agreement in reopener negotiations, the current practice of calculating overload mitigation will remain in place until a successor agreement is negotiated.

Special Education

Add a new subsection E. to Section 4.14

E. Co-Teaching: A co-teaching assignment is defined as a class taught in a shared classroom with a general education teacher and a special education teacher in order to take advantage of the expertise each professional brings to the partnership. Co-taught classes will be intentionally structured to maintain the Least Restrictive Environment (LRE) for students with IEPs.* The District will ensure the availability of ongoing training for all teachers who are co-teaching. Whenever possible, building schedules will be developed to provide common planning time for teachers who are co-teaching a class.

Sunset LOAs on ILC, EBC, ECE mitigation and amend Sections 4.15.D, E, G, and Q as follows:

i. Special Education will use the following certificated staff ratios:

District Program	Student to Teacher Ratio
Early Childhood *8 students with IEPs + 4 typically developing peers	12*:1
Integrated Kindergarten *7 students with IEPs + 11 typically developing peers	18*:1
Learning Resource Centers (LRC) Realistic Transition Program (RTP)	<u>25</u> 27*:1
<u>Realistic Transition Program (RTP)</u>	<u>25</u> :1
Self-Contained Classrooms – Integrated Learning Centers (ILC)	8:1
<u>Community Based Services (CBS)</u>	<u>8</u> :1
Intensive Academic (IAC) Program: IAC Program will have a cap of 13:1	13:1
Self-Contained Classrooms - Emotional and Behavioral Center (EBC)	8:1
Self-Contained - Deaf and Hard of Hearing: Preschool - Primary	6:1
Self-Contained - Deaf and Hard of Hearing: Intermediate	8:1
Self-Contained - Deaf and Hard of Hearing: Secondary	9:1
Visually Impaired	Itinerant Model
*Beginning in the 2019-20 school year, student to teacher ratio for Learning Resource Centers (LRC) will be 25:1.	

ii. ~~Beginning in the 2019-20 school year,~~ Staffing for Learning Resource Centers (LRC) will be rounded up to the nearest 0.5 FTE.

E. Instructional Assistant Time: Instructional Assistant time shall be allocated to special education programs according to the following process:

District Program	Instructional Assistant Time (in HRS) per Certified FTE
Early Childhood Special Education **To be implemented in 2017-18	6 **12
<u>Integrated Kindergarten (IK)</u>	<u>14</u>
Learning Resource Centers (LRCs)	4
Self-Contained Classrooms – Integrated Learning Centers (ILC)	6.5 <u>14</u>
Intensive Academic (IAC) Program <ul style="list-style-type: none"> • <u>Primary (Grades K-3)</u> • <u>Intermediate & Secondary (Grades 4-12)</u> 	6.5 <u>14</u> <u>7</u>
<u>Community Based Services (CBS)</u>	<u>14</u>
Self-Contained Classrooms - Emotional and Behavioral Center (EBC)	6.5 <u>14</u>
Self-Contained - Deaf and Hard of Hearing: Preschool – Primary	6.5
Self-Contained - Deaf and Hard of Hearing: Intermediate	4
Self-Contained - Deaf and Hard of Hearing: Secondary	4
<u>The Realistic Transition Program (RTP) will be allocated 16 hours of Instructional Assistant time for the program, not tied to Certified FTE.</u>	
When a student is included in a regular classroom, the use of the allocation of instructional assistant time shall be determined by the multi-disciplinary team. When circumstances require, the use of the allocation may be temporarily adjusted by the special education teacher and the principal.	

**Levy Contingency: ECE Paraeducator staffing shall reopen at the request of either party should the District fail to pass a levy to support the maintenance and operations of the District with two levy collections for any particular school year or should the Legislature reduce, invalidate, or otherwise limit the District's authority to collect a maintenance and operations levy at the level in effect at the time of ratification of this Agreement.

G. Integrated Learning Centers (ILC), Emotional and Behavioral Center (EBC), Deaf and Hard of Hearing (DHH) and Intensive Academic Centers (IAC), and Early Childhood Special Education (ECE), Community Based Services (CBS), and Realistic Transition Program (RTP):

- a. When a DHH, or ILC, or, EBC classroom exceeds the District ratio by one (1) student one (1) additional hour of aide time shall be allocated to that class.
- b. If a certificated staff member in an ILC or EBC class has more than 10 IEPs, then more certificated staff time will be allocated.
- c. Two ~~6-5~~ 7 hour paras will be assigned to ILCs with at least four students who require significant physical care, supervision or assistance for personal care, toileting, feeding, positioning or mobility.
- d. Should enrollment in an ILC, CBS, or EBC classroom exceed the negotiated student-to-teacher ratio of 8:1, mitigation will be provided as follows.
 - i. ILC, CBS, and EBC classrooms may include a 9th or 10th student without mitigation, so long as all 14 paraprofessional hours are in place.
 - ii. In the case of hardship and the need to exceed the hard cap of 10 by one (1), if the teacher and principal agree to accept the overload, with notification to and approval of the HEA president, mitigation will be paid at the rate of \$25 per day.
 - iii. For example, an ILC classroom with 11 students would be mitigated with two (2) additional aide hours (one for the 9th, one for the 10th student) and \$25 per day for the 11th student.
- e. For Deaf and Hard of Hearing classes, if IEPs exceed seven (primary or preschool), ten (intermediate) or eleven (secondary), then more certificated staff time will be allocated.
- f. Intensive Academic Center (IAC): In the case of hardship and the need exists to exceed student ratio of 13 by one, and the teacher and principal agree to accept the overload, with the notification and approval of the HEA President, then one (1) additional hour of IA time will be allocated or teacher will receive \$15 per day. If compensation is chosen, the compensation will be enacted following a 10-day grace period and retroactive to the first day that the overage occurred.
- g. Should enrollment in ECE classrooms exceed the negotiated student-to-teacher ratios of 12:1 (8 students with IEPs and 4 typically developing peers), the preferred mitigation for class size overages in ECE classrooms is to create a new classroom to accommodate increased student load. When this is not possible due to lack of teaching space or the inability to hire qualified staff, the following shall be implemented:
 - i. Mitigation for class size overages shall be paid at the rate of \$15 per day for one student over the established student-to-teacher ratios described above to reflect 9 students with IEPs and 4 typically developing peers.
 - ii. Mitigation is calculated separately for AM and PM sessions. For example, if a teacher is over by one student in the AM session and one student in the PM session, the teacher is entitled to a total of \$30 mitigation each day. If the teacher is over by one student in either the AM or PM session only, \$15 dollars is paid in mitigation.

- iii. In the case of hardship and the need to exceed the hard cap of 9 by one, and, if the teacher and principal agree to accept the overload, with notification to and approval of the HEA President, the teacher will receive an additional \$25 per student per day in addition to the stated mitigation of \$15 per student per day for the ninth student. For example, if a teacher has a ninth student in an AM classroom, and a ninth **and** tenth student in a PM classroom, the mitigation would be \$15 + \$15 + \$25 = \$55 per day
 - iv. In the case of hardship and the need to exceed the hard cap of 9 by one, and, if the teacher and principal agree to accept the overload, with notification to and approval of the HEA President, the teacher (classroom) will also receive an additional paraprofessional with the same hours as each ECE session which has 10 students. For example, an AM session with 10 students would receive 3 hours of additional para time.
 - h. Extended Day for providing planning and services for autistic ECE students will be paid in accordance with Extra Duty rate, consistent with Section D.2.K., not to exceed two hours per week without approval. Para-professional support will be allocated based on a two to one (2:1) student to paraprofessional basis.
 - i. Should enrollment in the Realistic Transition Program (RTP) exceed the negotiated ratio of 25:1, mitigation will be provided beginning with the 26th student, following the LRC mitigation model outlined in Section 4.15.F.
- Q. Early Childhood Extended Day: The District will allocate a minimum of 1.0 FTE, up to 2.0 FTE (based on student need), for the purpose of supporting the Early Childhood Extended Day Program. This teacher will develop the program and train the paraprofessional staff to implement the program. Paraprofessional staff will be allocated at a 2:1 model.

Sunset LOA on Learning Resource Center (LRC) Caseload Mitigation and replace Section 4.15.F with the following language:

- F. Learning Resource Centers Caseload Mitigation:** If a certificated staff member has more than 25 IEPs, then IA time will be increased to 6.5 hours.
- i. If a 1.0 FTE LRC teachers' caseload exceeds 34 IEPs then .5 special education endorsed substitute teacher will be assigned for as long as the caseload exceeds 34; the assignment of a .5 FTE special education substitute will reduce the IEP count by assigning IEP's to the .5 FTE substitute; any excess will be paid in accordance with the IEP Mitigation Table; for example, a caseload of 34 IEPs divided between the 1.0 FTE SPED teacher and .5 FTE sped teacher would be 25 IEPs for the 1.0 FTE and nine IEPs for the .5 FTE teacher. Should the 1.0 SPED teacher receive additional IEPs any over 25 would be paid in accordance with the IEP Mitigation Table, similarly, should the .5 FTE SPED teacher receive more than 13 IEPs the teacher would be paid in accordance with the IEP Mitigation Table. If sufficient FTE is not available to mitigate for LRC caseloads above 34, the mitigation table shall be

extrapolated in the established pattern to mitigate the overage.

- ii. HSD will mitigate (not to exceed \$150,000) excess LRC IEPs. HSD will monitor the total cost of mitigation beginning on the first day of school. A mid-year Labor Management session with HEA and Special Education department will be convened to review the expenditures to date and determine adjustment of the IEP Mitigation Table to maximize LRC teacher compensation without exceeding \$150,000 ceiling. Mitigation for LRC overloads begins October 1 in accordance with the following table:

IEP MITIGATION TABLE

26 IEPs = 1 student over caseload limit of IEPs=	\$3 per IEP per day
27 IEPs = 2 students over caseload limit of IEP's =	\$4 per IEP per day
28 IEPs = 3 students over caseload limit of IEP's =	\$5 per IEP per day
29 IEPs = 4 students over caseload limit of IEP's =	\$6 per IEP per day
30 IEPs = 5 students over caseload limit of IEP's =	\$7 per IEP per day
31 IEPs = 6 students over caseload limit of IEP's =	\$8 per IEP per day
32+ IEPs =7 students over caseload limit of IEP's =	\$9 per IEP per day

Case load limits for less than 1.0 FTE will be prorated

- iii. Alternatives to the mitigation chart, (including converting certificated FTE to IA hours), may be allowed if mutually agreed to by the principal and LRC teacher(s) and after consultation with the HEA President. If LRC teacher current caseload exceeds 25 IEPs and IA time is mutually agreed upon, IEP compensation will be two hours at the extra duty pay rate per IEP.

Shared & Distributive Leadership

Amend Section 4.12 as follows:

Section 4.12. Shared and Distributive Leadership: The District and Association endorse the concept of shared leadership as the preferred manner in which to make many building decisions and/or recommendations to staff and principal. Each school will elect representatives to work with the principal on a Shared Leadership Team. The Principal and HEA representative(s) will work together to develop an election process to select the HEA members of the Shared Leadership Team. The election process will be clearly defined in writing and explained to all staff. The election will be by ballot and conducted by HEA representatives in a fashion to ensure maximum participation by staff. In addition, other more specific distributive leadership groups may also be necessary on a site-by-site basis. These groups will connect, communicate, and cooperate with the Shared Leadership Team.

- A. **Shared Leadership Team Composition**: Each site has the flexibility to develop their own characteristics with the following guidelines which should be documented in writing:
- i. The exact composition of the team (number of members, representations, etc.) is to be determined by the staff.
 - ii. Schools Staff will determine the term of office of their leadership team.
 - iii. Each Shared Leadership Team should agree upon working procedures (i.e. how meetings are convened, who chairs, agenda, and communication with the rest of the staff).
- B. **Training/Support**: The District will provide up to three days of release time to up to ten Shared Leadership Teams each year for the purpose of establishing procedures and training members. The District and Association will jointly select the schools to be granted release time each year. All schools that have not accessed support, or schools that have a new principal, will receive a special invitation sent to association representatives and principals. This invitation will outline how to access funds for release time, including options of how to access additional support.
- i. On or before September 15, the district and the association shall notify principals and building representatives of the availability of support for shared leadership. To access these funds, the principal and building representative(s) will jointly submit in writing their interest by November 15th to both the Human Resources Director and the HEA President. If ten or fewer buildings apply, all buildings with the support of both the principal and the building representative(s) will be selected.
 - ii. Leadership teams may request assistance from outside consultants or internal experts about issues such as building consensus, clarifying roles and developing a shared vision. A joint, ad-hoc committee will develop a menu of consultants, internal experts, or trainings that schools can access. Schools that have not accessed release time will receive priority support/assistance.
 - iii. Leadership team decisions may not violate negotiated contracts, school board policy, school board procedures, or state and federal statutes.
- C. The bargaining team will have ongoing discussions regarding the following:
- i. Clarify the type of decisions that the shared leadership teams can actually decide upon.
 - ii. Provide ongoing evaluation of the effectiveness of Shared Leadership.
 - iii. Explore training options in support of shared decision making.
- D. Staff on Shared Leadership Teams will be paid a stipend as per Appendix D.
- E. Each Shared Leadership Team shall determine what issues will be addressed. However, each leadership team will address the following either directly or through delegation to sub-committees or other distributive leadership groups:

- i. All employees will be notified of the amount and provided opportunities for input of expenditures of funds available to the building. When an employee wants information about ~~his/her~~ their budget requests, the building administrator or designee will provide a status report.
 - ii. Discuss possible uses of District Initiative Days, per Article 11.2.C.
 - iii. Implementation of Annual Action Plan
 - iv. Development of discipline referral system, per Article 3.4.H.
 - v. Coordinate staff presence at critical meetings, duties or events at school, per Article 4.1.A
 - vi. Gather and communicate input regarding the content, type, and format of professional collaboration time, as well as determine the use of professional collaboration time, per Articles 4.4.A and 4.2, respectively.
 - vii. Develop, recommend, and review a system of equitable class coverage, per Article 4.5.A.
 - viii. Develop, recommend, and review a school safety plan, per Article 4.8.O
 - ix. Propose and hold a vote on a Secondary family/teacher conference plan, per Article 4.13.B.ii
 - x. Determine use of leftover funds related to a lack of consensus for ELL Plan, per 4.17.D.
 - xi. Develop Advisory structures and instructional supports, per Article 4.20.
 - xii. Determine the expenditure of the site's Middle School Extra Curricular Salary Schedule, Elementary School Extra Curricular Salary Schedule, Building Curriculum Fund, and Building Improvement Fund, per Appendix D.1.B, D.1.C, D.2.N and D.2.Y, respectively.
- F. The Shared Leadership Team will annually develop and communicate detailed job descriptions of the purpose, workload, and compensation of distributive leadership groups, including the process by which each distributive leadership groups' members will be determined, such as application, election, volunteering, or some combination.
- i. Different distributive leadership groups will have varying scopes of workload, time commitment, and/or responsibilities, some of which may be within and some of which may be in excess of basic salary, professional learning expectations, and use of flex time.
 - ii. With this understanding, each site's Shared Leadership Team will determine the allocation of resources (e.g. extra service contracts, stipends, release time, etc) to certificated staff serving on distributive leadership groups, including any compensation accessible through the language in Appendix D and/or other available funds.

Amend Appendix D, Section D.2.L as follows

Appendix D.2.L. Shared Leadership Team Fund: Each school will receive a fund to be divided equally among certificated members of its Shared Leadership Team.

Revise Article 17 as follows:

ARTICLE 17

PEER MENTOR PROGRAM

The Highline Education Association (HEA) and the Highline School District (HSD) agree that the establishment of a trained cadre of peer mentors is beneficial to the educators and students of the District. The HEA and HSD will continue to work collaboratively to design and implement The Mentor Program.

Section 17.1. Identification of Participating Educators: The Peer Mentor Program is specifically designed to meet the needs of beginning educators. Beginning educators qualify for the program by meeting the criteria specified in the OSPI Beginning Educator Support Team (BEST) guidelines ~~legislation (WAC 392-196)~~. No educator will be required to participate in the program. Educators who participate will do so on a voluntary basis.

Section 17.2. Selection of Peer Mentors: Peer Mentors will be interviewed by a committee composed of administrator/designee, HEA President/designee and educator representatives. The interview committee shall make its recommendation in accordance with OSPI guidelines and other criteria standards set forth by the selection committee. In making the selection of peer mentors, the committee may find it desirable to consider the following factors:

- A. Seven or more years of successful classroom experience.
- B. Outstanding classroom teaching ability.
- C. Clarity in written and oral communications.
- D. Ability to work cooperatively, effectively and flexibly with others.
- E. Extensive knowledge of a variety of classroom management and instructional techniques.
- F. Clear understanding of current state standards and instructional practices.

G. Extensive knowledge of district resources and how to access them.

H. Experience providing training of adult learners.

Section 17.3. Evaluation Responsibilities: No Peer Mentor in their observation of classrooms will be involved in the evaluation of another staff member. Peer Mentors are expected to maintain confidentiality with regard to their workings with educators. Peer Mentors will be evaluated on their performance as per the professional evaluation requirements of this contract. Peer Mentors shall periodically inform the principals and program participants about the content of the Peer Mentor Program and activities and other program activities. The Association and District shall collaborate on reviewing the effectiveness of the program and identifying areas for growth. Participant surveys and documents related to the grants funding this program will be made available to the District and the Association.

Section 17.4. Compensation for Participation: Peer Mentors selected for the program shall be compensated as follows:

- A. Full Time Peer Mentors will be paid at their regular rate. They will be assigned different duties for the year. Additional days required for will be paid at per diem rate. All other benefits, e.g. optional days, and privileges remain the same. ~~The position is a one-year assignment (which can be renewed for up to five [5] years).~~ The teacher retains their rights to a continuing contract and can return to a position for which they are qualified when they complete their Peer Mentor assignment.
- B. New educators selected for the Peer Mentor Program shall receive a stipend of a minimum of five hundred dollars (\$500) payable in their first payroll.

Section 17.5. Program Design: The District will maintain a minimum of 5.0 FTE full-time peer mentors contingent on maintaining the BEST Grant. Should the grant expire, the district will maintain a minimum of 3.0 FTE full-time peer mentors and HEA and HSD will collaborate to provide support for new educators. The Peer Mentor Program shall offer beginning educators a minimum of three days of orientation and induction in August, regular classroom visits, one-on-one mentoring (both in person and over the phone), ongoing training, and regular group meetings to address new educator needs.

Section 17.6. Release Time: A pool of release time days is available for the purpose of visiting other classrooms. This pool is equivalent to an average of one-half day of release-time per educator participant. Peer Mentors can authorize the use of these release time days.

Section 17.7. Job Description, Posting, & Assignment: The job description for the mentor teacher is mutually developed between the District and the Association. The District will notify the

Association when hiring trends indicate need for specific qualifications for a particular peer mentor position posting. Peer mentors ending their assignment will be placed using a “Priority Transfer” process, in which they will be placed in a new assignment prior to certificated staff displaced per Section 8.9, so long as there is an opening for which they are qualified.

Full Time Peer Mentors will be hired in the context of four-year terms, with the following provisions:

- A. No later than March 15 of the first year of a mentor’s term, the mentor and their supervisor will have a conversation about whether the peer mentor role aligns well with the skills and dispositions of that educator and matches program needs. If it is determined through that conversation that a return to the classroom is in the best interest of the educator and the program, the teacher will be reassigned for the subsequent school year using the “Priority Transfer” process, and the Peer Mentor position will be posted for a new four-year term.
- B. In the spring of the fourth year of a mentor’s term, that peer mentor position will be re-posted, and the existing mentor may choose to re-apply for the position. If the existing mentor is selected, they will begin a new four-year term. If a different individual is selected, the existing mentor will be reassigned for the subsequent school year using the “Priority Transfer” process.
- C. In the event hiring trends indicate need for specific qualifications for peer mentor position posting and it is not possible to achieve the posting in the typical four-year cycle due to other mentor program needs, a peer mentor’s position may be re-posted earlier than the fourth year, under the following conditions:
 1. HSD Human Resources will notify the HEA President or designee no later than March 1 of the anticipated need to do an early re-posting of a particular mentor’s position for the subsequent school year, and alternative options will be discussed prior to HSD notifying the staff member and posting the position.
 2. No later than March 31, and prior to any official announcement or posting, the peer mentor’s supervisor will meet with the mentor to explain the reasons for the early re-posting. The mentor may have HEA representation for this meeting, should they choose to do so.
 3. The existing mentor may choose to re-apply for the position. If the existing mentor is selected, they will begin a new four-year term. If a different individual is selected, the existing mentor will be reassigned for the subsequent school year using the “Priority Transfer” process.

Section 17.8. Peer Mentor Support: The District will make available a workstation for Peer Mentors, including access to a phone and other facilities as specified in Article 4. The District will also provide access to professional development as funding permits.

Section 17.9 ESA Mentors Educational Staff Associates (ESAs) new to Highline and to the profession will be provided support by an ESA mentor, in their discipline whenever possible, so that support can be tailored to the specific needs of each ESA job category. ESA mentees will be

paid a stipend of a minimum of five hundred dollars (\$500) payable in their first payroll, consistent with Section 17.4.B above.

ESA Mentors will also be paid a stipend of a minimum of five hundred dollars (\$500) per mentee, payable as a lump sum in the earliest payroll practicable after the mentee is assigned. Every effort will be made to ensure that ESA mentors have sufficient experience in the District to provide support to the new employee, without assigning too many mentees to any one mentor.

ESAs who agree to be ESA mentors are expected to attend a three-day Mentor 101 Academy, using release time, to participate in any structured ESA mentoring program facilitated by TLL and/or the full time Peer Mentors, and to meet with their mentee(s) several times throughout the year to provide consultation, collaboration and coaching. ESA Mentors will work closely with Peer Mentors to support staff in buildings.

Section 17.910. New Staff Liaisons: Certificated staff new to a building will be offered support by a New Staff Liaison; if this is not feasible, the HEA building representative(s) and principal will confer on how to provide support. New Staff Liaison Responsibilities include: 1) review of general school expectations and procedures, 2) addressing school specific concerns, 3) addressing urgent issues, 4) introduction to school history/context, 5) local orientation to materials and resources, 6) referral to expertise in the building/district.

New Staff Liaisons will be identified by recommendation of their principal and/or HEA building representatives and are selected by mutual agreement based on following criteria; 1) Five+ years of experience, 2) Significant training in mentoring, 3) Capacity to work 3-5 hours/month with new staff in their building and will be compensated at the extra-duty rate identified in Appendix D. New Staff Liaisons will agree to participate in a mentor training program. New Staff Liaisons will work closely with Peer Mentors to support staff in buildings.

Enter into a Letter of Agreement for the 2021 school year only:

The Highline School District ("District") and the Highline Education Association ("Association") recognize that the District is likely to experience lower-than-usual numbers of new hires during the 2020-2021 academic year. In order to maximize Title funds, the parties agree that the District may reduce the number of peer mentors required in Article 17 by 1.0 FTE for this academic year only, provided active average caseloads for peer mentors do not exceed 25 mentees.

In the event that the active average caseloads for the existing four (4) peer mentors exceed 25 per mentor, the District will post an additional 1.0 FTE peer mentor. In the event there is difficulty filling the position, the District will collaborate with the Association to appoint a mutually agreed upon specialist to assist with the peer mentor program on an interim basis for the balance of the school year. In addition, HEA and HSD agree that the work of peer mentors will continue to focus on mentoring and supporting certificated staff new to the profession. Support of additional certificated staff who may require additional mentoring will only be requested if average caseloads provide capacity for such assistance.

Professional Development

Amend Appendix D, Section D.2.N as follows:

N. Building Curriculum Fund: The building staff shall form a curriculum committee in order to determine the expenditure of this fund, which may include acquiring substitutes or compensating ~~teachers~~ HEA staff for developing/integrating new curriculum or programs. The building staff shall annually review the process for accessing this fund. Each school shall be allocated (based on enrollment on October 1 of current school year) annually a building curriculum fund as follows: Budget #020H-27

- | | | | |
|-----|-----------------|--|---------|
| i. | High schools: | | \$5,500 |
| ii. | Middle schools: | | \$3,500 |

Elementary schools and small high schools: ~~(per school*)~~

- | | | | |
|------|---------|---|---------|
| iii. | <400 | = | \$2,000 |
| iv. | 400-499 | = | \$2,500 |
| v. | 500-599 | = | \$3,000 |
| vi. | >600 | = | \$3,500 |

The District shall reserve at least two (2) PD substitute codes available each school day for use within the funds provided by this section except when pre-identified days require the reservation of all PD sub codes for accommodating a district wide initiative or the request for a PD substitute code has been made less than two (2) weeks in advance.

Add a new Section 4.26 to read as follows:

Section 4.26. Professional Development: To serve the current and evolving needs of students, HEA-represented staff in all assignments and programs are life-long learners and need access to meaningful, relevant professional development opportunities. Within available funds, the District shall offer a robust list of District-sponsored professional development opportunities to meet this need. Such opportunities shall be targeted to serve the needs of classroom teachers, educational staff associates, and specialized programs such as dual language, and shall be aligned with building-level action plans and District strategic plans. Designing meaningful professional development includes gathering input from staff.

- A. The District shall make every effort to routinely offer meaningful professional development in the target language for dual language program staff at all levels of experience.
- B. Whenever possible, professional development opportunities shall be scheduled to avoid conflicts with other duties such as Jump Start, and to avoid conflicts with other content preferable or necessary for the same teachers to access.

- C. When professional development for more unique assignments and roles cannot be offered within the District, staff shall be encouraged to access available funds such as, but not limited to, department funds, categorical funds and building curriculum funds (Appendix D.2.N) to meet individual professional development needs at conferences, classes and opportunities outside the District.
- D. When a professional development opportunity is provided collectively to an entire building, grade level or department on a regularly-scheduled work day, an employee with a more unique assignment who questions the relevancy of the material to the employee's current or future assignment may ask to be excused from the activity in order to attend alternative professional development or complete other professional duties proposed by the employee. Such request shall be made initially to the employee's direct administrative supervisor. If such requests are repeatedly denied, the employee may request that labor management and the administrative supervisor engage in a problem-solving process.

Fostering Equity and Anti-Racism Letter of Agreement

Create a Letter of Agreement as follows:

The District (HSD) and Association (HEA) share a commitment to high quality educational outcomes for all students and to disrupting institutional racism and inequity, consistent with Board Policy 0010. To enhance and improve our collective efforts to provide equitable and inclusive working and learning environments for all students, families, staff and communities, this Letter of Agreement outlines steps to be taken during the duration of this agreement to co-create, enact, and evaluate new equitable practices, policies, and procedures that foster racial/cultural affirmation and promote a culture of belonging. The parties share an intent to include successful practices, policies, and procedures arising from these efforts in the negotiations for a successor Collective Bargaining Agreement (CBA), District operating principles, and/or Board Policy, as appropriate.

Establish a Highline Equity and Anti-Racist Team (HEART)

- Composition
 - 4 members selected by HPS;
 - 4 members selected by HEA;
 - 4 members from classified employee groups;
 - 4 members from the community using a selection criteria and process developed by the Team at their initial meeting.
- Charge
 - In collaboration with the student Behavior Support Team and HSD Teaching & Learning, recommend anti-racist professional learning from the lens of historically marginalized groups.
 - Work with the Instructional Materials Committee (IMC) to recommend intentional selection and inclusion of teachings in content area classes of important cultural/historical events for historically marginalized communities.
 - Develop guidelines for the structure, tasks/charges, and support for School/Site-Based Equity Teams (SBETs) for implementation in 2021-22. The District will provide \$25,000 district-wide to support SBETs in 2021-22.

- Select/create a framework or tool for School/Site-Based Equity Teams to use to conduct an equity analysis and an anti-racist analysis at their worksites.
- Plan an annual meeting for district-wide training and collaboration amongst and between School/Site Based Equity Teams.
- Develop ongoing charges for the HEART to be recommended for inclusion in CBA language.

Pilot Innovative Practices to Foster Diversity in the Workforce

- In an effort to provide more stability and support for teachers new to the profession and/or new to Highline, Section 8.9 of the CBA will be modified to exempt teachers with a Provisional Continuing Contract, unless there are no teachers with the same certification and endorsements on a Non-provisional Continuing Contract.
- In collaboration with HEA leadership through the District-Level Labor-Management Team, HSD Human Resources will design and pilot a predictable Early Volunteer Transfer Process consistent with Sections 8.8 and 8.9 of the CBA to facilitate opportunities for earlier career teachers to have more stability in their worksites. An outline of this process will be shared with all HEA-represented employees no later than January 15, 2021.

Providing Additional Support for Educators of Color and from Other Historically Marginalized Communities

- HEA and HSD will continue to support voluntary Educator Affinity Groups with additional compensation. Details and guidelines will be shared no later than October 31, 2020.
- During the 2020-21 school year, in collaboration with the HEART, HEA and HSD will develop additional mentoring opportunities for educators of color and those from historically marginalized communities who are in their first three years of employment, including building upon structures of the affinity groups, for implementation no later than 2021-22.

Leaves

Amend Article 14 as follows:

ARTICLE 14

LEAVES OF ABSENCE

Section 14.1. Illness/Injury/Disability Leave: The District will provide twelve (12) days of leave per year up to a maximum accumulation of days as provided by law for illness, injury, disabilities, and emergencies (Section 14.7). The twelve (12) days shall be posted to the credit of a 1.0 FTE employee effective the first day each school year. Staff members under contract as part-time employees will accumulate Illness/Injury/ Disability Leave proportionally based on their FTE.

- A. The employee may use such leave for personal illness or injury, pregnancy, miscarriage, abortion, childbirth and recovery, parental bonding, care of a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision, care for spouse, domestic partner or parent, parent-in-law, or grandparent with a serious

or emergency health condition, and adult son or daughter incapable of self-care due to a disability. For the purposes of this section, "parental bonding" refers to time to bond and care for a child within twelve (12) months of the birth of the child or placement of the child for adoption or foster care.

- ~~B.~~ Should the employee leave school district employment before the end of the school year, sick leave will be prorated based on the FTE worked and a deduction will be made from the employee's final paycheck. Leave will not accrue or be paid during any period of an unapproved absence.
- ~~A. C.~~ Staff members who are absent for five (5) working days or longer due to serious illness, injury, or disability may be required to provide a certificate from the staff member's health care provider ~~physician~~ upon their return to work indicating that the staff member is physically capable of performing the essential functions of their position. ~~B.~~ For any absence five (5) working days or longer, or when there is a recurring pattern of absences, the District reserves the right to request a health care provider's ~~physician's~~ certificate as proof of disability. ~~For disabilities extending beyond thirty (30) work days the District may require an examination of its staff member by a physician at the District's expense.~~
- ~~C. D.~~ Staff may take such leave in one (1) hour increments providing coverage may be obtained within the building and is approved by the supervisor.

Section 14.2. Leaves Available for Pregnancy Disability and Parenting Leave:

~~A. An employee with a pregnancy disability leave of absence shall be granted to an employee upon her~~their request for the period of temporary disability and as verified in writing by her ~~personal physician or licensed health care provider. This is not counted toward FMLA if eligible (Section 14.3).~~ may qualify for some or all of the following types of leave depending on the terms of the applicable section and law:

- Illness/Injury/Disability Leave (Section 14.1)
- Childrearing Leave (Section 14.3)
- Leave for Health Purposes (Section 14.5)
- Leave Sharing (Section 14.6)
- General Leaves (Section 14.15)
- Washington State Paid Family & Medical Leave (Section 14.18)

Pregnancy disability leaves extend for the period of temporary disability verified in writing by the employee's health care provider, and such time will not count against the leave time available under the FMLA (Section 14.4).

~~B.~~ An employee may qualify for some or all of the following types of leave related to parenting depending on the terms of the applicable section and law:

- Illness/Injury/Disability Leave (Section 14.1)
- Childrearing Leave (Section 14.3)
- Family & Medical Leave (Section 14.4)
- Leave Sharing (Section 14.6)
- Personal Leave (Section 14.8)
- General Leaves (Section 14.15)

- Washington State Paid Family & Medical Leave (Section 14.18)

Section 14.3. Childrearing Leave: An employee may request an extended unpaid leave for childrearing purposes associated with the birth or adoption of a child. They must apply through their principal (or department administrator) to Human Resources.

- ~~Childrearing leave must be taken in student semester or trimester increments, or in segments of the school year that facilitate transitions for the benefit of student learning, depending upon job assignment, for up to a maximum of a one partial and one complete school year leave of absence following use, if any, of their maternity (or paternity)-parental leave and FMLA. The written request must include an estimated start date and end date for the childrearing leave.~~
- ~~Human Resources will approve or disapprove the request for childrearing leave based on the ability to provide a highly qualified substitute to cover the absence. In addition, Human Resources will ensure that no more than four (4) percent of the total certificated teacher membership is on childrearing leave each year.~~
- ~~In cases where the father and the mother of the child(ren) are both District employees (and HEA members) unpaid childrearing leave must be taken at separate times within the same approved leave constraints (i.e. within the partial or full year, returning at the trimester or semester break).~~

Section 14.4. Family Medical Leave (FMLA): ~~Highline School District will follow the federal and state requirements for leave provided under FMLA for eligible employees. Employees must work 1250 hours over the previous 12 months to be eligible for FMLA. Employees shall be required to use all applicable paid illness and injury leave time available. Qualifying reasons for using FMLA include the following as those reasons are defined by federal law:~~

- ~~To care for a newborn or adopted child of the employee who is under the age of eighteen (18) at the time of placement for adoption, or a newly placed foster child within the first twelve (12) months of the child's birth or placement or~~
- ~~To care for a spouse, domestic partner, parent or child of the employee who has a serious health condition; or~~
- ~~For a serious health condition if it renders the employee unable to perform the essential functions of his/her position.~~
- ~~If both parents of a newborn or newly-adopted child are employed by the school district, they shall be entitled to a total of twelve (12) work weeks of FMLA.~~

~~For more information, go to <http://www.dol.gov/whd/fmla/>.~~

Section 14.4. Family & Medical Leave Act (FMLA): Highline School District will follow the federal and state requirements for leave provided under FMLA for eligible employees. Employees must work 1250 hours over the previous 12 months to be eligible for FMLA. The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

Eligible employees are entitled to:

- A. Twelve workweeks of leave in a 12-month period for:
 - a. the birth of a child and to care for the newborn child within one year of birth;
 - b. the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 - c. to care for the employee's spouse, child, or parent who has a serious health condition;
 - d. a serious health condition that makes the employee unable to perform the essential functions of their job;
 - e. any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on "covered active duty;" or
- B. Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, child, parent, or next of kin (military caregiver leave).

For more information, go to <https://www.dol.gov/agencies/whd/fmla>.

Section 14.5. Leave for Health Purposes: Upon written application of an employee, a leave of absence for up to one (1) year may be granted subject to prior approval of the Executive Director of Human Resources or designee for purposes of health leave due to the employee's own illness and/or physical or mental disability. The employee shall make written application, accompanied by a recommendation from the employee's health care provider, attending physician or licensed health care practitioner. Health insurance and other insurance benefits provided through the District may remain in force ~~throughout the period of such leave, at the employee's discretion, by the employee submitting to the District the monthly premium in advance of each payment provided such continuation of benefits is allowed by the insurance carrier as allowed by SEBB.~~ Employees must exhaust all accumulated sick leave prior to going on unpaid leave.

The employee may return to work at the end of the approved term of the health leave provided that at least five (5) days prior to the approved return date the employee submits a health care provider's, physician's or licensed health care practitioner's statement certifying fitness to return to duty. The employee will be assigned to their his/her previous position or to a position of a similar nature subject to the layoff and recall provisions in effect at the time of the proposed return. Upon written application by the employee, a health leave may be extended at the discretion of the Executive Director of Human Resources or designee, for one (1) additional year only, not to exceed a total of two (2) consecutive years of leave.

Section 14.6. Leave Sharing: Employees who are members of this bargaining unit may participate in the Highline School District Leave Sharing Program as regulated by state law and regulation and provided by Highline School District Board Policy 5406 and 5406P. The District shall maintain and administer a leave sharing program through which eligible employees may donate excess leave for use by an eligible recipient who is suffering from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition; who is a victim of domestic violence, sexual assault, or stalking; who is sick or temporally disabled because of pregnancy disability; who is on parental leave; who has been called to service in the uniform services; or who meet other qualification criteria outlined in WAC 392-136A-030. Such a program is intended to extend leave benefits to an eligible recipient who otherwise would have to take leave without pay or terminate his or her employment. ~~In order to be eligible for shared leave, the illness, injury, impairment, or physical or mental condition must be of an extraordinary or severe nature, meaning serious, extreme, and/or life threatening.~~

- A. An employee needing leave days shall submit a request to the District. In the event the employee is unable to submit such written request, a designee may submit the request on behalf of the employee.
- B. An employee who has accrued a sick leave balance in excess of the mandated minimum, may request a transfer of a specified amount of sick leave to the pool, or specific employee. In no event may such an employee ~~request a transfer of more than six (6) days of sick leave during the twelve (12) month period of September 1 through August 31, or~~ request a transfer that would result in his or her sick leave account going below the mandated minimum.
- C. Any leave transferred to the shared leave program pool, or an individual which remains unused shall remain in the donation pool until needed.

Section 14.7. Emergency Leave: An “emergency is defined as an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the physical well-being or the devastation of property, such as fire or flood, of the employee or their ~~his/her~~ immediate family and is of such nature that preplanning is not possible or could not relieve the necessity for the employee’s absence. Application for emergency leave should be made to the Executive Director for Human Resources or his/her designee. Each staff member shall be allowed five (5) days per year.

- A. Emergency leave shall be deducted from the leave for Illness/Injury as provided for in Section 14.1 of this article.
- B. Some examples of situations that qualify for emergency leave are:
 - i. Serious illness in the immediate family not provided for under Section 14.4. Family Medical Leave. Immediate family is defined as staff member's parents, children (age eighteen [18] and over), spouse, domestic partner, brother, sister, parents-in-law, sisters-in-law, brothers-in-law, sons-in-law, daughters-in-law, grandparents, grandchildren, nieces, nephews, aunts, uncles, and fiancé or fiancée.
 - ii. Legal or business obligations that cannot be conducted at another time and require the staff member's attendance.
 - iii. Threat to an employee's property (flooding, storm, fire, etc.).
 - iv. Extension of Bereavement Leave because of special circumstances, that is, travel condition, and/or distance.
 - v. Other emergency events which require time away from assigned duties and which are beyond the control of the staff member, or which cannot reasonably be anticipated or avoided.
 - vi. For medical and dental appointments which cannot be scheduled.
 - vii. For deaths of close friends or relatives not covered under bereavement in Section 14.10 with prior approval of the Human Resources Department.
 - viii. A maximum of one (1) day per staff member for a job interview will be allowed under this paragraph for staff members who have received notice of non-renewal under the provisions of Article 9 (Layoff and Recall), but only if the staff member is unable to arrange such interview outside the regular work day.
 - ix. For observances of religious holy days when schools are in session.

- C. Some examples of situations where emergency leave will not be granted are:
- i. For the extension of a staff member's vacation or holiday period unless beyond the staff member's control.
 - ii. For the convenience of the staff member to attend sporting events, art or civic affairs.
 - iii. For running out of gas en-route to work.
 - iv. For weddings, baptisms, confirmations and graduations.
 - v. For the purpose of attending in-service or college/university courses or performing course work or taking an exam.
 - vi. For the purpose of performing routine maintenance work.
 - vii. For the purpose of pursuing other employment except as provided for in Section 14.15. General Leaves.
- D. The staff member will inform the immediate supervisor of the emergency at the time of the emergency or as soon thereafter as possible and state that he/she is using emergency leave.
- E. In the case of personal leave for emergencies, if the reason for the leave is sensitive, the staff member may communicate orally with the immediate supervisor or with the director of Human Resources and not be required to state a reason in writing.

Section 14.8. Personal Leave: For the duration of the contract, a maximum of four (4) days of personal leave. Personal leave shall be granted at the employee's discretion. No more than two (2) days may be used to extend a school holiday. Such leave shall be deducted from the Illness/Injury/Disability Leave as provided for in Section 14.1 of this article.

Section 14.9. Military Training Leave: The District will provide up to twenty-one (21) days of compensated leave per year for reservists ordered to active duty for training or active duty.

Section 14.10. Bereavement Leave: The District will provide up to four (4) days of compensated bereavement leave at or near the time of death in the immediate family. The immediate family includes: staff member's (step)mother, (step)father, son, daughter, spouse, domestic partner, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchild, niece, nephew, aunt, uncle, fiancé or fiancée and anyone residing with the employee. (In the event additional days are required, see Section 14.7. Emergency Leave).

Section 14.11. Leave for Business Purposes at District Request: Whenever an employee is scheduled by the District to participate during working hours in conferences or other such meetings, he/she will suffer no loss of pay.

Section 14.12. Judicial Leave: In the event a staff member is summoned to serve as a juror, or is subpoenaed to appear as a witness in court or is named as a co-defendant with the District, such staff member shall receive a normal day's pay for each day of required presence in court. Money paid as jury duty fee or witness fee, travel allowance or costs incurred for parking are not reimbursable to the District. Upon receipt of a jury summons or subpoena, the staff member shall immediately notify the immediate supervisor and the Human Resources Department. The staff

member shall be required to furnish a signed statement from a responsible officer of the court as proof of jury service or as a witness. If a staff member is a party to a case, the staff member may request a leave of absence without pay.

Section 14.13. Leave for Public Office or Appointed Position: The District may grant staff members leaves of absence for all or part of a school year for the purpose of serving as an officer of a local, state or national professional association or an elected or appointed public official. Such leave shall be without pay or benefits; however, those benefits previously accrued, including seniority and accumulated sick leave will be retained. Request for such leave must be made in writing to the Superintendent prior to April 1, of the preceding year in which the leave would commence, indicating the purpose of the requested leave. Confirmation of the position for which such a leave is granted will be required prior to the commencement of such a leave. Additional years may be granted upon written request to the Human Resources Department. A staff member returning from leave for public office or appointed position will be assigned to a position for which the employee ~~he/she~~ qualifies (based on certification and endorsements).

Section 14.14. Assault Leave: An assault and/or battery upon a certificated staff member or any case of verbal threat or abuse by an adult or student upon a certificated staff member while acting within the scope of ~~his/her~~ employment shall be reported promptly to the employee's immediate supervisor. Upon receipt of such a report the District will investigate and initiate appropriate actions.

- A. Certificated staff members assaulted by students while on the job and in the performance of their job functions will file an L&I claim in accordance with District Policy. The District will authorize "administrative leave with pay" to offset the time loss not provided for under an approved L&I claim for a period of 15 days, not to exceed the equivalent of seven (7) days' pay).
- B. Students involved in an L&I qualifying physical assault and/or battery upon a certificated staff member while acting within the scope of ~~his/her~~ employment will be immediately removed from the certificated staff member's classroom or case load. The student will not be returned to the certificated staff member's classroom or case load until a conference has been conducted with the student, parent, certified staff member and administrator to discuss the situation and reduce the likelihood of repeat occurrences. This conference may be waived by the certificated staff member.
- C. Students who threaten, are assaultive, or falsely allege misconduct on teachers and/or are in possession of weapons or dangerous devices will be disciplined in accordance with School Board policy.
- D. Certificated staff with a legitimate educational interest shall be informed by administration when a student with a history of violence is assigned to their work site. This notification must be in compliance with all state and federal law.

Section 14.15. General Leaves:

- A. Leaves of absence without pay for a period not to exceed one (1) year, which are in the best interest of the District, may be granted by the Executive Director of Human Resources or their ~~his/her~~ designee for the purpose of travel, educational pursuits, teaching in a foreign country, working in a professionally related field, adoption leave, childrearing, or other activities.

- B. Such leave must be requested on or before June 1, with the exception of leaves of absence for childrearing. ~~Child rearing leaves will be recommended to the Board for approval only for the school year in which they are requested.~~ Applications for such child-rearing leave must be made at least thirty (30) calendar days prior to the anticipated time the leave is to begin.
- C. Upon return, the staff member will be assigned to a position for which they are ~~he/she is~~ qualified through training and/or experience.
- ~~D.~~ While a staff member is on such leave, they ~~he/she~~ shall have the option to remain an active participant in group medical, dental, vision, long-term disability and life insurance programs as allowable by SEBB. ~~if such arrangement is agreeable to the carrier and the District. Any such arrangement shall be at no cost to the District, and all premiums are due as determined by the District and the carrier.~~

Section 14.16. Sick Leave Cash Out:

- A. Cash Out for Retirement or Separation: Staff members who retire or die shall be eligible for sick leave cash out on a one (1) to four (4) basis at per diem as permitted by law. On or before May 30 of each year, the District and the Association shall decide whether retirees and those separating from service (TRS Plans 2 and 3) from that year will be eligible to participate in a medical benefits plan for sick leave conversion. In addition, staff members may cash out their sick leave when they separate from service for any reason if they are at least age fifty-five (55) and have ten (10) years of service (TRS Plan 3); or have fifteen (15) years of service (TRS Plan 2).
 - i. Staff who notify the District on or before May 1 shall be able to designate the date on the appropriate form when they shall receive their sick leave cash out check from the District.
 - ii. Staff members who notify the District after May 1 shall receive their sick leave cash out check at the convenience of the District within three (3) months of notification.
 - iii. The District shall honor a staff member's request for confidentiality regarding his/her proposed retirement.
 - iv. In lieu of compensation for sick leave cash out, retiring staff members and those separating from service (TRS Plans 2 and 3) as a group may vote to contribute to a post-retirement medical benefits plan with sick leave conversion funds.
- B. Annual January Cash Out: Each school year, all staff members shall be eligible for annual cash out at per diem on a one (1) to four (4) basis if they have accumulated at least sixty (60) days as permitted by law. In lieu of compensation for sick leave cash out, staff members with 180 or more days of accumulated sick leave may vote as a group to contribute to a post-retirement medical benefits plan with sick leave conversion funds.

Section 14.17. Immunization Exclusion: When a staff member is excluded from their ~~his/her~~ work site by the county health authority because of lack of proper immunization, sick leave may be used if the employee has provided prior documentation from a medical doctor that the immunization would place the employee at health risk.

Add a new section to Article 14:

Paid Family and Medical Leave (PFML):

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. The District shall use the state insurance for PFML, administered by the Washington State Employment Security Department (ESD). Qualifying events, eligibility for the PFML benefit, and the amount of that benefit, are determined through the ESD.

PFML shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. Any paid leave used concurrently with PFML will be considered a supplemental benefit under the terms of PFML. SEBB will maintain health insurance benefits during periods of approved PFML leave.

The District shall pay the statutory employer wage premium and the employee shall pay the statutory individual wage premium to fund this leave.

The District will annually notify employees about the benefits available under PFML. Employees are responsible to file claims with the ESD, and payments will come from ESD. The District will provide employees with a known qualifying event a written statement of their rights, and upon request, discuss the intersections between various leave entitlements should an employee have questions regarding filing a claim with the ESD.

Add a new section to Article 3

Breaks for Lactation/Expression of Milk:

The District shall provide reasonable break time and a specific location for employees to express breast milk for up to two years after a child's birth, each time the employee has need to express the milk. The district shall work with the employee to identify a convenient location and work schedule to accommodate their needs. The location provided shall be private, and seating will be provided, along with adequate light, and a working electrical outlet. The location will not be a bathroom unless the bathroom can be modified to meet the aforementioned criteria and the employee agrees it is appropriate, without repercussion if they do not.

Benefits – School Employees Benefits Board (SEBB)

Replace Sections 12.6, 12.7 and 12.8 of the CBA with the following, renumber subsequent sections of the CBA, and sunset SEBB LOA:

Section 12.6. Insurance Benefits: The District will provide employees with all of the available insurance benefit plans offered by the School Employees Benefits Board (SEBB) in accordance with the eligibility rules and terms set forth in state law. In addition, the parties have discussed and agreed upon the following issues.

- A. **Substitutes.** Under SEBB rules, certain substitute employees will be eligible for insurance benefits (anticipated to work 630 annual hours or presumed to work that amount based on a two-year look-back). Substitutes who are eligible for SEBB insurance benefits and enroll in a SEBB medical plan will be expected to continue working at least 5 days per

month or the District will sever the employment relationship for the remainder of the eligibility year. The purpose of this rule is to ensure employees have income those months for paying the employee contribution for the insurance plan selected by the employee. An employee may seek an exception from the minimum 5-day threshold for a pre-arranged unavailability in a single month by notifying the Human Resources office at least 2 weeks in advance and paying the employee contribution in advance of the month they desire the exception. All substitutes enrolled in SEBB insurance must pay their employee contributions for July and August by June 15.

- B. Job shares. A job share under Section 8.6 will not be approved if the job share results in both employees being eligible for a full package of SEBB benefits.
- C. Effective Date of Resignations. When an employee eligible for SEBB benefits separates from employment after completion of the employee’s full school-year contract obligations, the separation will be effective August 31 unless the employee terminates the employment relationship with a specific earlier date. In this case, eligibility for the employer contribution ends the last day of the month in which the school employee's resignation is effective.
- D. Optional Benefits. Optional benefits to be offered by the District shall be recommended by the Benefits Advisory Committee to the District’s Board of Directors.
- E. Continuing Conversations. The parties shall continue to monitor implementation and identification of ambiguities around SEBB benefits through regular District-level labor-management meetings.

Elementary PE/Music Specialists

Amend Section 4.25 as follows and sunset the Elementary Music/PE Specialist Schedules LOA:

Section 4.25. Elementary PE/Music Specialists: The following guidelines will be used to staff music (or art) and PE specialists in elementary schools.

- A. The number of elementary grade classes (including IAC, ILC, EBC and DHH classes) will determine the overall FTE for Music and PE based on the chart below. A “Class” is defined as one homeroom teacher’s class of students; a “Section” is defined as one class period.

FTE	<u>Sections-Classes</u> (maximum number of classes)	<u>Sections</u> (range)	TEACHING Minutes
1.0*	15 (14.5)	<u>28-30</u>	1350
.9	13.5	<u>25-27</u>	1215
.8	12	<u>22-24</u>	1080
.7	10.5	<u>19-21</u>	945
.6	9	<u>16-18</u>	810

.5	7.5	<u>13-15</u>	675
.4	6	<u>10-12</u>	540
.3	4.5	<u>7-9</u>	405
.2	3	<u>4-6</u>	270
.1	1.5	<u>1-3</u>	135

*1.0 staffing is allocated at 14.5 classes.

- B. A 1.0 FTE lead teacher works with up to 15 classes. Full-time itinerants are assumed to teach 14 classes, allowing for travel time. Itinerant teachers will teach fewer than the usual number of classes and/or sections when needed to accommodate travel time in their schedules.
- C. If a teacher's number of classes deviates from the chart above, but 1) their overall teaching minutes and sections remain at or under the limit for their FTE and 2) their schedules meet all other relevant contractual guidelines, the teacher and principal will develop a mitigation plan when the teacher has responsibility for planning and grading the classes exceeding the limit. Mitigation may include, but is not limited to, additional planning time and/or reduced responsibilities.
- D. Itinerants traveling during the school day are eligible for mileage reimbursement.
- E. Whenever possible itinerants will be scheduled at schools with the same start/end time. In any event, the length of the workday for the specialist shall be no longer than other certificated employees in the bargaining unit.
- F. For schools with arts specialists in two different disciplines (e.g. visual art and music), the specialist shall teach half of the students for one semester and the other half of the students for the other semester. Grades will be reported in March for the first semester group and in June for the second semester group. The number of sections taught at any one time shall be consistent with the chart above. Notice shall be given to both HEA and the District HR department prior to any school implementing arts specialists in two different disciplines.
- G. Elementary PE, music and art Specialists will receive class size mitigation consistent with the provisions of Section 4.19, applied based on the number of ~~sections~~/classes they teach that exceed the class size limits outlined in Section 4.16.
 - i. If 5-9 of the ~~sections~~ classes exceed the allowable class size limits, the teacher receives \$10 per day.
 - ii. If 10-14 of the ~~sections~~ classes exceed the allowable class size limits, the teacher receives \$15 per day.

- iii. If all 15 of the ~~sections~~ classes exceed the allowable class size limits, the teacher receives \$20 per day.
- iv. The preceding ranges will be pro-rated for teachers who are on a partial FTE contract.

Camp Waskowitz & WELS

Amend Section 4.21 as follows:

Section 4.21. Outdoor Education at Camp Waskowitz and Waskowitz Environmental Leadership Service (WELS): While supervising students at Camp Waskowitz, the following will apply:

- A. Teacher attendance for meals and meal programs will be rotated, except for dinner on the first day of camp.
- B. Teacher responsibility for activities before 9:00 am and after 4:00 pm will be rotated where appropriate. Teachers are expected to attend campfires and be available for emergencies with their students. Teachers shall have at least 90 minutes of duty free time between 4 pm and 9 pm.
- C. Teachers will have at least 30 consecutive minutes of time available for planning lessons during the instructional day (between the hours of 9 am and 4 pm).
- D. On days when learning activities extend beyond three hours, teachers may request 30 minutes of duty free time during the instructional block. The request shall be granted if the teacher and his/her class is within the 30 acres of Waskowitz. If the teacher chooses to be outside the 30 acres, the request shall receive serious consideration.
- E. Teachers who wish to return home for a single overnight stay may submit a request to the site administrator within a reasonable timeframe (on or before the first day of camp). Such a request will receive serious consideration and will be approved unless, in the opinion of the site administrator, the safety and well-being of the students and program needs will be compromised. Emergencies may override regular requests for overnight leave. In addition, if a teacher leaves for a night, the expectation is to return at 7:30 am the following day.
- F. Upon returning from Camp, teachers will be released from duty 30 minutes after the buses leave school.
- G. All first time Waskowitz teachers will be required to attend the camp orientation training weekend and will receive per diem equal to the number of clock hours for completing the two day training. Participants in this training will not be required to spend the night at camp; however, if a teacher wishes to spend the night at camp, the District will provide accommodations with no additional overnight compensation.
- H. See Appendix D for the per overnight rate.

- I. WELS programming requires WELS teachers to be present for overnights. WELS teachers can trade instructional overnight hours for class time when their students are in attendance serving as leaders at Waskowitz.

PG&E Adjustments

Amend Section 19.1.B.ix as follows

- ix. In the case of a late-hire or mid-year resignation, retirement, transfer, or change in leave status of a classroom teacher or evaluator, evaluations will be made as follows:
 1. ~~Employees who resign, retire, or enter a leave status greater than 90 work days during the school year may choose whether to have a final evaluation.~~
 2. If an employee resigns, retires, or enters a leave status of ~~less than 90 work days~~ during the school year, a Summative Evaluation will be completed only if all components and procedures related to the appropriate PG&E cycle have been met; if they have not, no Summative Evaluation will be completed for that school year.
 3. If an employee is hired for fewer than 90 work days during the school year, observation cycles may occur, but a Summative Evaluation will not be completed.
 4. If an employee is hired after October 1, with more than 90 work days remaining in the school year, Comprehensive PG&E timelines will be adjusted as follows:
 - a. The Comprehensive Cycle Conference 1 (CCC1) must take place after the notification of evaluator pursuant to Section 19.1.B.ii and prior to the First Observation.
 - b. The First Observation must take place within 60 work days or 90 calendar days of the employee's start date, whichever is earlier. The January 1 deadline referenced in Section 19.6.B.iv.1 does not apply.
 5. If a classroom teacher is transferred to another position not under his or her current evaluator, the teacher's annual evaluation shall be made by the new evaluator at the end of the year, following procedures outlined in this Article. The initial evaluator may provide written observational feedback to the primary evaluator if all procedures for observations outlined in subsequent sections of this Article were followed.
 6. If an evaluator, resigns, retires, transfers, or enters a leave status during the school year, the classroom teacher's annual evaluation shall be

completed by the evaluator supervising the teacher in June of the school year, using all documented observations, provided all procedures and timelines outlined in this Article were followed by both the former and current evaluator.

Sunset PG&E Cycles LOA and amend Section 19.7.A as follows:

A. Description

The Focused Evaluation Option focuses on improvement of teaching skills, content knowledge, techniques, and abilities. If a non-provisional teacher has scored at Proficient or higher the previous year, they are eligible to be evaluated using the Focused option. The teacher can stay on the Focused cycle for ~~three (3)~~ five (5) years before returning to the Comprehensive Evaluation.

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. If an evaluator initiates a move from Focused to Comprehensive after October 1, it is required that he or she first conduct a full observation cycle, consistent with Section 19.6.B.iv., including a post-observation conference with the teacher. Subsequent to this observation cycle, the evaluator's decision to move the teacher to the Comprehensive Cycle must be communicated in writing to the teacher prior to December 15. A teacher may elect to move from Focused to Comprehensive at any time prior to February 15 by communicating this decision in writing to his or her evaluator. Any previous observations and artifacts will be applicable toward the Comprehensive evaluation, but the Comprehensive Cycle procedures would apply subsequent to this notification.

Summer School Compensation

Sunset LOA on Summer School and amend Appendix D, Section D.2.E. as follows:

Summer School: (Regular Education or Extended School Year), and Highline Evening Learning Program Summer School Instructors (Regular Education or Extended School Year) receive \$30.00 per hour the Extra Duty Rate outlined in Appendix D for teaching and for assigned planning.

Duration & Reopeners

Amend Section 16.1 as follows:

Section 16.1. Agreement: This Agreement shall be effective as of September 1, ~~2018~~ 2020 and shall continue in effect until August 31, ~~2020~~ 2022.

Enter into a letter of agreement that reads as follows:

For the term of the current collective bargaining agreement (2020-2022), HEA and HSD agree to replace Section 16.2 with the following:

Section 16.2. Labor/Management Meetings: Frequent and purposeful communication is one tool for meeting the common and separate interests of the District and Association. For that reason, HEA and HSD representatives (usually the HEA President, UniServ Director and District Human Resources administrator) will continue to meet on a recurring basis throughout the school year to monitor implementation of this Agreement, identify new issues that have arisen after the completion of negotiations, and seek solutions to problems that do not require changes in the collective bargaining agreement. At the beginning of each school year, the Labor/Management team will identify an annual schedule with meetings occurring at least monthly (and often more frequently). The Labor/Management team may consult with or invite other subject-matter experts to join the meetings as determined necessary or helpful.

Section 16.3. Modifications/Reopeners: This Agreement may be modified at any time by mutual agreement of the parties. In addition, the parties agree to reopen provisions of this agreement in the spring of 2021 for bargaining on the following topics:

- A. Subsequent legislative action, including changes in funding formulas, which significantly impact the wages, hours or working conditions of employees in this bargaining unit;
- B. The 2021-22 work year calendar, including but not limited to the perpetual calendar language in the current Agreement and the scheduling of secondary conferences;
- C. Recommendations from the Joint Committee on Special Education for changes to the SLP mitigation formula; and
- D. Recommendations, if any, for contract language changes from the Joint Committee on Dual Language programs.

The HEA bargaining team shall be provided release time for all meetings scheduled during the student day. These meetings shall be intended to further develop or refine the collaborative bargaining process and the skills necessary for same, and to discuss and resolve problems and issues either or both teams believe to be appropriate.

Section 16.4. Successor Agreements: Either party may, upon written notice to the other, but not later than ninety (90) days prior to aforesaid expiration date of this Agreement, indicate their desire to negotiate a new successor Agreement. Absent such notice, the term of this Agreement shall continue for an additional two (2) years.

Section 16.5 No Strike/No Lockout: During the term of this Agreement and regardless of whether an unfair labor practice is alleged that (1) there shall be no strike or walkout and (2) the Association shall not directly or indirectly authorize, encourage or approve any such action by employees. Any employee who violates this clause shall be subject to discipline. The District agrees that there will be no lockout of employees during the term of this Agreement.

ACT Time Letter of Agreement

Continue current LOA with the following revisions:

The Highline School District and Highline Education Association recognize that a well-supported system of inclusive practices within a continuum of services requires time within the scheduled work day for assessment, consultation, teaming, and other responsibilities associated with case management for students with IEPs. Students benefit from coordinated services that leverage the expertise of all stakeholders.

Building administration will ensure that all certificated special education staff in the building have ACT (Assessment-Collaboration-Teaming) Time within the work day. The practice for providing case management time has included models colloquially known as “3:1, 4:1, and/or field period” to support these case management duties. Administrators and special education staff within a building will work collaboratively to determine the most appropriate structure/model for ACT Time based on the unique context of each school setting. Day-to-day decisions about how to utilize ACT Time within this structure/model will be made by individual special education staff. ACT Time is not intended to be used for only one role or responsibility on a consistent basis to the exclusion of others.

Case management roles and responsibilities to be addressed during ACT Time may include, but are not limited to:

- Communication with teachers, administrators, parents, school psychologists, para-educators, counselors and other relevant individuals about students
- Planning, collaboration, and consultation with other educators on implementation of specially designed instruction
- IEP planning and development with others
- Testing/assessment of students
- Monitoring and reporting on progress of students
- Transition planning and assessment
- Providing direct services to students in a variety of formats

Each special education teacher in a self-contained setting, who does not operate under the models described above, will be provided up to five (5) days of release time for ACT case management duties, to be scheduled upon request in consultation with the building administrator.

During the 2020-21 school year, Adapted PE teachers may receive their ACT time through either a 4:1 or release day model. Beginning in the 2021-22 school year, Adapted PE teachers will receive their ACT time through a 4:1 model.

In the event scheduling challenges arise that interfere with consistent provision of ACT Time, building administrators will submit a request for support to the Director of Inclusive Education with notice to the HEA president and Executive Director of Human Resources.

Middle School Health/PE Class Sizes Letter of Agreement

Continue existing LOA with the following revisions:

~~As sixth grade transitions~~ With the transition of sixth grade into middle school, approximately 20 hours of 6th grade Health curriculum content ~~will be~~ has been integrated into PE, Science and/or Advisory classes. Health instruction for 7th and 8th grades may include stand alone Health classes

and/or the integration of Health content into other classes (PE, Science, and /or Advisory). The curricular impact of this integration for 7th and 8th grades will be reviewed throughout the duration of this agreement 2019-20 school year.

Therefore, the Highline School District (HSD) and Highline Education Association (HEA) agree to ~~enter into a non-precedent setting agreement, for School Year 2019-20 only,~~ for the duration of this agreement, to suspend the larger class size language for 7th and 8th grade PE classes that will include integrated Health content. If the Health content included in 6th grade PE exceeds eight (8) hours during first semester, this agreement will also apply to second-semester 6th grade PE classes. For schools that maintain stand-alone Health classes at one or more grades, the larger class size allowance for PE will remain for those grade levels with stand-alone Health.

For integrated Health/PE classes, however, class size ratios will be consistent with other subject areas, reflected by the strikethrough of PE provisions in Section 4.16.D. below. Again, this change does not apply to 7th and 8th grade PE classes that do not include Health content, nor to 6th grade PE classes, so long as the Health content remains less than eight (8) hours per semester.

D. Secondary (Middle and High School) Class Size:

- i. Class size in middle and high schools with less than a six period schedule will be at a student to teacher ratio of 33:1 (99 per day) with individual class capacity limited to 35 students. ~~PE classes will be at a student to teacher ratio of 38:1 (114 per day) with individual class capacity at 40 students.~~
- ii. Class size in middle and high schools with a six period schedule will be at a student to teacher ratio of 29:1 (145 per day) with individual class capacity limited to 32 students. ~~PE classes will be at a student to teacher ratio of 33:1 (165 per day) with individual class capacity limited at 36.~~

When a successor agreement is negotiated, HEA and HSD will examine the amount of Health content integrated into combined Health/PE classes ~~during the 2019-20 school year~~ and address appropriate class-size ratios accordingly.

Special Education Committee Letter of Agreement

Continue existing LOA with the following revisions:

For the duration of the current collective bargaining agreement, the Highline Education Association (HEA) and Highline School District (HSD) shall establish an ongoing Joint Committee on Special Education to monitor special education issues and make recommendations to the joint bargaining team about mandatory subjects of bargaining including, but not limited to: ~~alternative~~ special education delivery models, staffing and workload issues, ~~field period and the 4: 1 or 3: 1 service delivery model,~~ curriculum, and stipend compensation to recognize additional work. The committee shall be comprised of an equal number of supervisory staff members appointed by the District Superintendent and non-supervisory certificated staff members appointed by the Association President.

Contract “Clean-up” (Ex. editorial changes, bringing language in line with current practice, removing outdated material, etc.)

Sixth Grade Transition to Secondary - Necessary Edits

Sunset LOA on Sixth Grade Transition to Secondary and Amend Sections 4.3, 4.15, 4.16, and 4.17 as follows:

Section 4.3. Non-Instructional Time and Class Coverage: Elementary teachers shall be provided with a minimum average of one hundred five (105) minutes of non-instructional time each work day, exclusive of lunch and recesses, which includes planning time and thirty (30) minutes before and the thirty (30) minutes after the student instructional day. Elementary students (K-65) will be provided two hundred twenty-five (225) minutes per week of instruction by specialists/librarians. Non-elementary teachers shall be provided with a minimum of one hundred twenty (120) minutes of non-instructional time each work day, exclusive of lunch and recesses, which includes planning time and the thirty (30) minutes before and the thirty (30) minutes after the student instructional day.

Daily Planning: HEA members at secondary schools may choose to implement alternative schedules that do not include daily planning time using the waiver process in Section 1.10.

Section 4.15. Student Enrollment and Staff Allocation: In planning for each school year the District shall allocate classroom staff members to each building (allocations are subject to modification for innovative educational programs as approved by the Superintendent or designee upon recommendation of the principal after consultation and planning with staff members based upon each building's estimated average yearly enrollment, using the following formulas:

A. Elementary Schools (K-65)

- i. Kindergarten staff members will be allocated to each building by dividing the building's average yearly kindergarten enrollment by twenty-three and one-half (23.5) carried out to the nearest half-staff member.
- ii. Primary (grades 1-3) staff members will be allocated to each building by dividing each building's first through third grade average yearly enrollment by twenty-four (24), carried out to the next highest full staff member (rounded up from .5).
- iii. Intermediate staff members will be allocated to each building by dividing each building's fourth through ~~sixth~~ fifth grade average yearly enrollment by twenty-six and one half (26.5) carried out to the next highest full staff member (rounded up from .5).
- iv. Resource Room students (K-65) shall be counted in regular classrooms as 1.0 FTE regular students for allocation purposes.

B. Secondary Schools (67-12)

- i. Middle School staff members will be allocated to each building by dividing the Middle School's average yearly enrollment by twenty-eight (28) carried out to the nearest half-staff member.
- ii. High School staff members will be allocated to each building by dividing the High School's average yearly enrollment by twenty-eight and one half (28.5) carried out to the nearest half-staff member.

Section 4.16

~~G. Elementary Class Size: The District and the Association recognize that reasonable class size and workload should be attained for optimum learning. Maximum learning efficiency occurs when the number of student contacts per employee is kept at reasonable levels. Beginning in 2019-20, the Students Per Staff ratio for Kindergarten will be 23:1 per day, and the ratio for Primary (grades 1-3) will be 24:1.~~

	Students Per Staff
Kindergarten	23 24:1 per day
Primary (grades 1-3)	24 25:1 per day
Intermediate (grades 4- 5 6)	27:1 per day

Section 4.17. English Language Learners – Elementary Schools: Elementary schools will serve the English Language Learners (ELL) in their service areas. The District will provide timely and appropriate training in ELL teaching methods, including initial training for new hires and transfers. The following applies to grades 1-~~5~~6:

- D. Lack of Consensus for ELL Plan: If agreement on an ELL Plan is not reached, the EPSA will be used to create certificated FTE to work directly with students (with leadership team (SLT) determining the use of any leftover amounts). The District will not approve plans that would create fewer classrooms than the number required by Section 4.14. Student Enrollment and Staff Allocation, Paragraph A, Elementary Schools, K-~~5~~6. All plans must observe the following parameters:

Appendix D Updates to Current Status

Amend Appendix D, Sections D.2.K follows:

- D. Extra Duty: Staff members who are employed for extra work beyond the contractual work year will be paid at the rate of ~~\$37.50~~ \$38.86 per hour for the following: teaching students or adults, leading or facilitating an activity, preparing and delivering presentations or writing curriculum, and extra duties not otherwise listed in the collective bargaining agreement. This rate shall be increased annually by the state's funded inflationary adjustment index for school district revenue formulas (currently the implicit price deflator).

Delete subsection Z of Appendix D.2:

- ~~Z. Computer Technology Representatives: Elementary with less than 120 networked computers: \$1,250 for additional responsibility. Elementary with 120 or more networked computers:~~

\$2,250 for additional responsibility. Secondary: \$2730 for additional responsibility. [See Letter of Agreement page 118] Budget# 0196-27-LOC-4333

Professional Certification Clarification

Amend Section 18.5.B as follows:

Section 18.5. Professional Certification Recognition:

- B. National Certifications for ESAs: HEA members who hold national certifications other than NBPTS, and are employed and working in their ESA-endorsed area, will be paid at an annual stipend of \$1600, unless they are already being paid a NBPTS stipend. Current ESA staff who may qualify for the stipend must provide documented evidence of their current national certification in their ESA endorsement area to Human Resources.

Typo Correction

Amend Section 4.19.B as follows:

- B. Secondary (Middle and High School) Level: Class size for secondary schools with a six period schedule will be 29:1 ratio (145 student load) with individual class limitations at 32 students. PE will be 33:1 ratio (165 student load) with individual class limitations at 36. Classes in schools with less than a six period schedule will be at a 33:1 ratio (not to exceed 132 student load) with individual class limitations at 35. PE will be 38:1 (not to exceed 152 student load) with individual class caps at 40. Beginning on October 1 of each year the district will mitigate class size overload using the following:
- i. Principals will work to meet the above class size limits. All options aimed at reducing individual class overages will be exhausted before allowing an exception to class size.
 - ii. Exceptions to individual class size will be mitigated by payment to adversely affected ~~effected~~ teachers of \$2 per student over class limit (32, or 36 for PE) per day.
 - iii. Exceptions to student load limits will be mitigated by payment to adversely affected ~~effected~~ teachers of \$10 per student per day over the student load limit. Note: If a teacher has three periods with classes one student over the class size limit and exceeds the student load limit by one student the teacher receives \$14 per day (\$2 for two of the students and \$10 for the third student).
 - iv. Schools opting for an alternative schedule (block) will use the student load cap formula for mitigation.

Support for IEPs Submitted for Safety Net Funding Letter of Agreement

Continue existing LOA with no changes, as below:

For the duration of this agreement, the District shall offer a paid training opportunity each year for all special education staff in the safety net funding process and the drafting of compliant IEPs submitted for safety net funding.

The District shall offer paid work sessions outside the regular work day on an approximately once-per-month basis to support case managers in the drafting of compliant IEPs submitted for safety net funding, and the gathering of data to assess the progress of students under such IEPs.

The rate of pay for this work is identified in Appendix D.2.K.

Joint Assessment Review Committee (Highline Assessment Team) Letter of Agreement

Continue existing LOA with no changes, as below:

For the duration of the current collective bargaining agreement, HEA and HSD shall continue the ongoing Highline Assessment Team (HAT) to monitor assessment issues and make recommendations to the HSD Board of Directors and/or Joint Bargaining Teams regarding assessments and assessment support. The committee shall explore issues including, but not limited to: implementation, assessment coordination and appropriate support that minimizes disruption to learning time, minimizing or eliminating testing redundancies and increasing efficiency, systems to monitor assessment practices in order to share effective testing practices and use of data, financial impacts of mandated assessments. The committee shall be comprised of an equal number of non-supervisory certificated staff members appointed by the Association President and supervisory staff members and/or community members appointed by the District Superintendent and shall include broad representation across grade levels and departments.

Other Adjustments

Sunset the following LOAs/MOUs that were not renewed or incorporated into the CBA:

- Collaborative Day and Emergency Make-up Days
- Middle School Transition Voluntary Transfer Process
- School Improvement Grant Implementation
- Developmental Preschool Pilot
- WCH Floater MOU

Remove Appendix E from the CBA. (Domestic Partnership Declaration) – And re-letter Appx F to E.

Remove Appendix G from the CBA. (Hudson Packets for subs)

Whenever gender-specific pronouns are found, replace with gender-neutral terms (they, their, theirs, them, the employee('s), the staff member('s), the educator('s), etc.)