

Letter of Agreement  
between  
Highline Education Association  
and  
Highline School District

**Inclusive Staffing Model Pilot  
Effective School Year 2023-2024**

As the Highline School District (District or HSD) moves towards more inclusive models of special education services, the District and the Highline Education Association (Association or HEA) formed the Joint Inclusive Services Team (JIST) to monitor the progress of pilot models and approaches, to assess implications of model changes, and to make regular recommendations to HEA and HSD Leadership. For the 2023-24 school year, upon recommendation of the JIST, HEA and HSD agree to pilot the following alternative special education staffing model as outlined below.

The Inclusive Education Cohort 1 elementary schools (McMicken, Marvista, Hilltop, Gregory Heights, Des Moines, Bow Lake) will be eligible to participate in this Inclusive Staffing Model Pilot if a super-majority (60% or higher) of their K-5 special education teaching staff vote to proceed and the building principal is in agreement. Each school's HEA Representative(s) will assist in conducting the vote to ensure anonymity and participation by all impacted special education teachers.

ESAs, general education teachers, and/or paraprofessional staff may be involved in the discussions about the pilot alternative model but will not be considered voting, K-5 special education teachers in the decision-making about whether to proceed with the alternative model.

Should a school elect to participate in the pilot, the building principal must send email notification by June 1, 2023 to the Executive Director of Human Resources, the HEA President, and the appropriate Director of Special Education; the school's HEA building representative(s) and the WEA UniServ Director should be copied on the email. Such notification should include the results of the vote (vote count and percent) and a copy of the Student Need Leveling Document they will be using.

Additionally, should a school elect to participate in the pilot, the building principal will schedule dedicated time for a staff discussion during principal-directed time (e.g. staff meeting, DID, PCT) to review this letter of Agreement, explain its impact on building staff, and allow ample time for questions and discussion.

**Staffing Allocation**

Special education staffing allocations to each building will proceed consistent with CBA language and current practice, as outlined in Article 4 of the Collective Bargaining Agreement

(CBA). If the number of students enrolled at a specific building in a specific program have met the “hard cap” specified by the CBA, any potential incoming student will need to be balanced or an additional section added, consistent with current practice. Likewise, paraprofessional support will be allocated to the buildings consistent with the CBA, current practice, and as outlined in students’ IEPs.

### **Staffing Model**

Schools participating in the Inclusive Staffing Model Pilot may utilize their contractual staffing allocation to distribute caseloads on the basis of grade levels or grade bands using a system of leveling students’ need for support, rather than by assigned program. The intent of this flexibility is to allow special education teachers to participate more effectively in grade level planning and Professional Learning Communities (PLCs), thereby positively impacting student outcomes both through direct service to students, and by supporting general education teachers’ delivery of Specially Designed Instruction (SDI).

### **Leveling Process**

Using a Student Need Leveling document with three levels, such as the one attached, each participating school’s special education staff, in consultation with building administration and the assigned inclusion specialist, will collaboratively determine whether the needs identified for each student with an IEP fall into Level 1, Level 2, or Level 3 in each area in which they receive services. The team will then use the mode of those scores to attain an overall impact level for that student. If there are two levels constituting the mode, the higher level will be assigned. Additionally, if an individual student’s behavior rating is a Level 3, then that student will be considered a Level 3; likewise, if a student’s DHH rating is a Level 3, then that student will be considered a Level 3. Every effort should be made to calibrate assignment of students within buildings, and calibration between buildings is encouraged when possible. Part of the assessment of the staffing model pilot in the spring of 2024 will include a calibration discussion about each school’s leveling document and process.

### **Assignment of Case Managers and Workload Calculation**

Participating schools will then distribute students to case managers in a way that aligns with grade levels or grade bands, taking special education teacher preference for specific grade levels/bands into account to the extent possible. Schools may choose to utilize a hybrid of the alternative staffing model and the contractual staffing model, should they choose to retain one or more special education teachers as programmatically based (e.g., EBC or DHH).

As students are distributed to case managers during the pilot, workload/caseload limits will be determined by a “crosswalk” of student need levels and existing programmatic staffing limits as follows. Once an individual case manager’s workload exceeds 100%, overload mitigation (as outlined below) would apply. In addition, every effort will be made to ensure that each special education teacher is case-managing no more than 15 students with IEPs.

Student Need Level	Existing Program (Allocation numbers)	Workload Percentage
Level 1	Learning Resource Center/LRC (25)	4%

Level 2	Integrated Academic Center/IAC (13)	8%
Level 3	Integrated Learning Center/ILC (8) Emotional Behavioral Center/EBC (8) Deaf & Hard of Hearing Intermediate (8)	12%
Level 3	Deaf & Hard of Hearing Primary (6)	16%

### Overload Mitigation

Since in the alternative staffing model, students will not be programmatically distributed, an alternative mitigation pilot is necessary, as well. Any required paraprofessional staffing mitigation will be allocated per CBA and distributed according to the Paraprofessional Staffing Section below. Any financial mitigation will be allocated as follows.

#### Initial student pushing workload above 100%

- One student over 100% up to 4% \$5
- One student over 100% 5% - 8% \$15
- One student over 100% 9% - 12% \$25

#### Each additional student overload over the initial student exceeding 100%:

- Student at Level 1 \$5
- Student at Level 2 \$15
- Student at Level 3 \$25

At no time will any individual special education teacher exceed an equivalent of 116%.

Mitigation Example: If a teacher's workload was at 98% and they received an additional student with Level 1 needs on their caseload, that would bring their workload to 102% and they would receive \$5/day in mitigation. If they received another student with Level 2 needs, they would receive \$20/day: \$5 for the initial student and \$15 for the second. (This would put them at 110% workload, so they would only have capacity to accept a student with Level 1 needs as an additional overload.)

### Paraprofessional Support & Scheduling

Paraprofessional support for special education will be allocated to each building consistent with current CBA language, departmental practice, and student IEP needs. Programmatic paraprofessional staffing for participating alternative staffing model schools may be allocated using the following process.

- Each school's building administration and K-5 special education teachers/case managers will develop a draft schedule for paraprofessional support based upon student/classroom need, in a meeting/format that allows comment, discussion, questions, revision etc.
- Special education teachers/case managers will be allowed a feedback/requested adjustment period of not less than one week when they can request changes to the proposed draft schedule.

- A finalized schedule will be presented to special education teachers/case managers by building administration. Any requests for changes that were not honored will be specifically addressed in writing explaining the rationale for not making the change.
- The paraprofessional schedule will be re-examined and potentially adjusted on a regular basis to address evolving student needs.

### **Special Education Teacher Schedule & Flexible Service Delivery**

Participating schools may also elect to utilize a flexible service delivery model alongside the alternative staffing model for case management. This means that the case managers for students at one grade level may be called upon to help deliver Specially Designed Instruction (SDI) to students at other grade levels or not on their caseload. In this event, a similar process may be utilized for teacher schedules as for paraprofessional schedules.

- Each school's building administration and K-5 special education teachers/case managers will develop a draft schedule for flexible service delivery based upon student/classroom need, in a meeting/format that allows comment, discussion, questions, revision etc.
- Special education teachers/case managers will be allowed a feedback/requested adjustment period of not less than one week when they can request changes to the proposed draft schedule.
- A finalized schedule will be presented to special education teachers/case managers by building administration. Any requests for changes that were not honored will be specifically addressed in writing explaining the rationale for not making the change.
- The flexible service delivery schedule will be re-examined potentially adjusted on a regular basis to address evolving student needs.

Note: Schools not engaging in the staffing model pilot for case management adjustments may still engage in the above process to utilize a flexible service delivery model with their special education staff.

### **ACT (Assessment, Collaboration, Teaming) Time**

Special education teachers in schools utilizing the alternative staffing model will be allocated ACT time during the workweek whenever possible, minimizing the need for release days covered by substitute teachers. If special education teachers have a schedule in which they receive less than 225 minutes/week of ACT, a proportional amount of release days will be provided annually. (For example, 180 min/week=1 release day, 135 min/week = 2 release days, etc.) Lost ACT time due to providing substitute coverage will be compensated consistent with lost planning time.

### **Flexible Spaces**

An inclusive staffing model requires access to multiple spaces throughout the building for use by small groups and/or individual students. As such, schools adopting this alternative staffing model will be required to consult with special education teachers and ESA staff to determine an appropriate plan for shared space usage.

Such a plan must ensure that each staff member has secure storage for confidential materials, and time for individual access to the space to allow for private meetings, evaluations, and phone conversations. A recommended protocol is to develop a schedule for all potentially shared spaces to provide protected planning/ACT/case management times for staff members utilizing that space, and times when the space may be utilized for flexible service delivery.

**Ongoing Monitoring**

It is anticipated that schools will need to monitor and adjust to both student and staff reactions to the alternative staffing model as the year progresses. Any adjustments that cannot be made within the parameters of this LOA and/or existing CBA language will be referred to HEA/HSD Labor-Management to address via problem-solving or impact bargaining.



Dr. Steve Grubb  
Chief Talent Officer  
Highline School District

5/19/23

Date



Dr. Sandra L. Hunt  
President  
Highline Education Association

5/18/23

Date