Collective Bargaining Agreement

between

HIGHLINE EDUCATION ASSOCIATION

and

HIGHLINE SCHOOL DISTRICT 401

September 1, 2024 – August 31, 2026

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ARTICLE 1 – RECOGNITION OF ASSOCIATION AND DEFINITIONS

Section 1.1 – Preamble

This Agreement is made and entered into between the Highline School District No. 401 and the Highline Education Association. The signatories are the sole parties to this Agreement.

Section 1.2 – Recognition

A. The District hereby recognizes the Association as the exclusive representative for all personnel who are appointed to non-supervisory certificated positions, except that nothing contained herein shall be construed to include in the bargaining unit the following: The Superintendent of Schools; Assistant Superintendents; Administrative Assistants to the Superintendent; Directors (Program and Project); Assistant Directors; Coordinators; Principals; Vice-Principals; all certificated personnel hired as management consultants; casual personnel and all confidential employees.

B. Employment pool personnel shall be represented by the Association to the extent they are eligible for representation as provided for in Article 9 (Layoff and Recall), Section 9.9.

C. Staff members on leave of absence shall be represented by the Association to the extent they are eligible for representation as provided for in Article 14 (Leaves of Absence).

Section 1.3 – Definitions

Unless the context in which they are used clearly requires otherwise, when used in this Agreement:

A. The term "Agreement" shall mean this entire Collective Bargaining Agreement;

B. The term "Association" shall mean the Highline Education Association;

C. The term "Board" shall mean the Board of Directors of the Highline School District No. 401;

D. The term "District" and/or "employer" shall mean the Highline School District No. 401 including administrators and agents;

E. The terms "staff member" or "employee" shall mean those employees represented by the Association in the bargaining unit as defined in Section1.2 (Recognition), except as otherwise indicated;

F. The term "days" shall mean calendar days unless otherwise indicated in this Agreement;

G. The term "act" shall mean the Educational Employment Relations Act, RCW 41.59;

H. Unless the context in which they are used clearly requires otherwise, any remaining words used in this Agreement denoting gender shall be considered gender-neutral; and words denoting number include both the singular and plural.

Section 1.4 – Status of Agreement

A. This Agreement shall become effective when ratified by the Association and the Board and then executed by authorized representative(s) thereof and may be amended or modified only with mutual consent of the signatory organizations.

B. This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District which are contrary to or inconsistent with its terms.

Section 1.5 – Conformity to Law

A. This Agreement shall be governed and construed according to the constitution and laws of the State of Washington. If any provision of this Agreement or any application of this Agreement to any staff member or group of employees covered hereby shall be found contrary to law by a court of competent jurisdiction, such Provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect.

B. If any provision of this Agreement is so held to be contrary to law, the parties shall commence negotiations concerning said provisions as soon thereafter as is reasonably possible, pursuant to RCW 41.59.

Section 1.6 – Distribution of Contract

Following ratification by both parties, the District shall, within thirty (30) days, unless there are extenuating circumstances beyond the control of either party, print and distribute two hundred (200) to the Association. A copy of the Agreement will be available to individual staff members if requested by October 15. The District will keep the Agreement current on the District web site.

Section 1.7 – Maintenance of Standards

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from current individual salaries or other monetary employee benefits.

Section 1.8 – Appendices

Appendices are an integral part of this Agreement and by this reference incorporated herein.

Section 1.9 – Management Rights

The management and operation of the District and the direction of the staff members are vested exclusively in the District subject to the terms of this Agreement. All matters not specifically controlled by the terms of this Agreement may be administered for the duration of this Agreement by the District in accordance with such policy or procedure as the District from time to time may determine. Nothing in this Agreement shall be

construed to be a delegation to others of the policy-making authority of the board, which authority is specifically reserved by the board.

Section 1.10 – Contract Waiver

In order to improve educational experiences for students through creative, innovative or restructuring projects, the District and Association may agree to waive specific provisions of this Agreement in accordance with the following:

A. Requests from a school or work site must be submitted on the Contract Waiver Request Form. The completed form must be submitted concurrently to the Superintendent or their designee and the Association President or their designee. A waiver will be granted only if both the District and Association approve such request.

B. A contract waiver request must include the following:

1. Reference to the specific provisions of the Agreement requested to be waived;

2. Rationale for the waiver;

3. The specific beginning and ending dates for the waiver;

4. Description of which employees would be affected by the waiver and how they would be affected;

5. Description of how the decision to request the waiver was made and evidence it reflects approval of the building administration and at least 80% of those in the Association's bargaining unit at the school or work site (as measured by secret ballot conducted by Association representatives);

6. Description of the cost or budget impact of the waiver, if any; and

7. Explanation of how the waiver, if granted, might affect other employees outside of the school site and other operations of the District, if any.

C. The District and Association will adopt their own internal processes for review and approval of waiver applications.

D. No Agreement waiver shall be granted for a duration of more than one (1) school year, unless extended in writing by both parties, and no Agreement waiver shall be granted for a duration that extends beyond the expiration date of the current Agreement.

E. The Association and District agree that any waivers granted are not precedent setting. The parties further agree that once the waiver has expired, all waived provisions shall return to the status contained in the Collective Bargaining Agreement at the time of the waiver's expiration.

ARTICLE 2 – ASSOCIATION RIGHTS

Section 2.1 – Exclusivity Rights

The Association shall have the exclusive rights to membership fees and dues deductions from the salaries of its members subject to the provisions of the law. The Association shall have the exclusive right to represent a staff member's grievance, subject to the staff member's rights pursuant to RCW 41.59.090. The Association shall have the right, to the exclusion of rival labor organizations, to use the District mail services, except as otherwise required by law.

Section 2.2 – Right to Attend Meetings

Staff members attend Association conferences or meetings which are held at the staff member's work site and during an involved staff member's:

A. duty-free lunch period;

B. recess (if the staff member is not responsible for student supervision); or

C. either of the thirty minute periods before and after school (if the staff member is not responsible for specific student or patron contact).

Attendance at Association meetings or conferences during a staff member's planning period should be restricted to those periods when the meeting cannot be reasonably scheduled at another time. Association representatives who attend or have obligations for such meetings or conferences have the responsibility for notifying the appropriate administrator at least twelve hours in advance of the anticipated starting time that such a meeting or conference is planned; if there is an emergency, the administrator will be notified as soon as reasonably possible of the meeting or conference. Further, the Association representative shall be responsible for scheduling the meeting with the administrator and ascertaining whether the desired time, date, place and size of the group can be accommodated. The Association agrees that such conferences or meetings will not in any way hamper or obstruct the instructional program or the delivery of services. The Association agrees not to hold conferences or meetings on District property where the purpose is to organize or conduct a work stoppage or at times other than those described above.

Section 2.3 – Use of Facilities

The Association will have the privilege of using school building facilities for meetings outside of school hours pursuant to the following guidelines:

A. The buildings and grounds of the District are primarily for school district use. No use of facilities will be approved which interferes with the school program.

B. Before a District facility may be used, approval must be obtained on the appropriate District application form.

Section 2.4 – Bulletin Space

The District will make a reasonable attempt to provide a bulletin board space in each school for use by the Association. Bulletins posted by the Association are the

responsibility of the officials of the Association and shall be limited to official Association business. Each bulletin shall be signed by the Association representative responsible for posting. Unsigned notices or bulletins may not be posted. There shall be no posting of literature by representatives of the Association on District property other than as herein provided.

A. The responsibility for the prompt removal of notices from the bulletin board after they have served their purpose will rest with the individual who posted such notices.

B. Any violation of this section by the Association or its agents acting under the direction of the Association as determined by the District, shall void immediately the provisions under this section and prohibit the Association's further use of bulletin boards. Upon such determination by the District, the Association shall be so notified.

C. The District shall not assume the responsibility of any liability for notices posted.

Section 2.5 – Right to Information

Upon written request, the District shall furnish the Association data and information concerning the operations and financial resources of the District, including, but not limited to: annual financial reports and audits, tentative budgeting requirements and allocations, agenda and minutes of all board meetings held in open session, student enrollment; bargaining unit employee data on a monthly basis, including the name, assignment, work site, FTE, employee identification number, salary schedule placement, home address, work and personal phone numbers, work and personal email addresses of each employee; and any other information available in accordance with laws pertaining to the availability of District data. The District may charge a reasonable fee for any materials furnished.

Additionally, by August 1 of each year, the District shall provide the Association with a list of the names of newly hired or reassigned employees, and their contact information including the name, assignment, work site, FTE, employee identification number, salary schedule placement, home address, work and personal phone numbers, and work and personal email addresses of each new hire. For the purpose of this section, the date of hire shall be considered to be the day on which the new employee accepted an offer of employment. The District will also include the names of any bargaining unit members who are on a leave of absence, the anticipated duration of such a leave, and any changes in contact information during the time of the leave. When new employees are hired following the August 1 report, the District will provide the information listed above within five business days of the date of hire.

Section 2.6 – District/Association Meetings

Whenever Association representatives are mutually scheduled with the District's representatives to participate in grievance matters during working hours, said representatives shall suffer no loss of pay and the cost for a substitute, if required, shall be borne by the Association.

A. If, by mutual agreement, negotiations are scheduled during the work day, the District shall pay for the cost of salaries and fringe benefits of Association representatives involved.

B. Building administrators and Association representatives from the building are encouraged to meet at mutually agreeable times to discuss matters of mutual concern. Such individuals shall have no authority to reach decisions which would alter this Agreement.

C. The Association representative may call meetings of staff members during the work day where such meetings do not interfere with regular scheduled classes and with previous approval of the appropriate administrator.

D. Association and District representatives shall meet from time to time by mutual agreement to discuss matters of mutual concern.

Section 2.7 – President and Member Release

A. President's Release: The President of the Highline Education Association shall be granted release time for contractual work year up to a maximum of six consecutive school years for any one person.

The District shall make salary payments, annual sick leave cash-out benefits to and insurance contributions on behalf of the President as if they were not on release time, provided that the Association shall reimburse the District for these costs.

B. Member's Release: Members of the Highline Education Association may, upon written request, be granted release time to conduct Association business, up to a maximum of one hundred fifty (150) days during the school year as approved by the Superintendent/designee. However, no individual member may be released more than ten (10) days. Provided further, that the UniServ Council President is limited to twenty (20) days of release time per school year, none of which is deductible from the maximum total of days available for release. In addition, release time for the purpose of conducting Association business for the Washington Education Association (WEA) shall not be deducted from the maximum total of one hundred fifty (150) days available for release. The Association will submit the names of Association members along with the reason for the expected days desired to be absent for the school year as early as possible. All additional requests which require a substitute must be submitted at least one week in advance of the expected day(s) of absence. Additional release time and exceptions to the advance notice may be granted by the superintendent/designee upon written request based on substitute availability.

The District shall make salary payments to and insurance contributions on behalf of such staff member as if the staff member were not on release time, provided that the Association shall reimburse the District the cost of any substitute required for the absent employee.

C. National Office: The District shall grant a staff member up to twenty (20) days of release time per school year for the purpose of serving as an elected or appointed

officer of the National Education Association. This release time shall be in addition to Member's Release (Section 2.7, Paragraph B).

Section 2.8 – Dues and Representation Fee

A. On or before September 1 of each school year, the Association shall give written notice to the District of the dollar amount of individually authorized local, state and national organizational dues and fees that are to be deducted in the coming school year. Unless otherwise on file with the District, the Association shall provide the District with an agreed to, properly executed and signed dues deduction and fees authorization and assignment for each participating staff member. The individual authorization will continue in effect during the term of the Agreement.

B. The deductions authorized shall be made in twelve (12) equal amounts from each pay check beginning with the pay period in September through the pay period in August for each year. Deductions from new staff members authorized to begin after the September payroll shall be spread equally over the remainder of the pay periods through August. The District will remit all moneys so deducted to the Association or its authorized designee, accompanied by a list of staff members from whom such deductions have been made and a duplicate list shall be provided the Association.

C. The Association agrees to defend, indemnify and hold the District harmless (except in suits in which the District is plaintiff) against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District pursuant to proper implementation of this Article contingent upon (1) the District's agreement that the Association shall be authorized to defend such suit through an attorney mutually determined by the District and the Association, and (2) the District agrees to provide full cooperation and information to the Association in defending any suit which may be brought against it as a result of this Agreement.

Section 2.9 – Access to New Employees

The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about the exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

ARTICLE 3 – STAFF MEMBERS' RIGHTS AND AUTHORITY

Section 3.1 – Participation in the Association

It is agreed that every staff member will have and will be protected in the exercise of the right, freely and without fear of penalty and reprisal, to join and assist the Association. The freedom of such employees who assist the Association will be recognized as extending to participation in management of the Association. The District will take action required or refrain from such action, in order to assure staff members that no interference, restraint, coercion or discrimination is allowed within the employer to encourage or discourage membership in the Association.

No staff member shall be disciplined or discriminated against for any lawful Association activity and/or participation in lawful activities during non-working hours except as it directly prevents the staff member from properly performing their assigned functions during the regular or extended workday.

Section 3.2 – Non-Discrimination and Freedom of Expression

Staff members shall not be discriminated against in any way by the District for the exercise of any rights guaranteed under the law. Satisfactory job performance is an appropriate concern of the District.

A. The District will not require staff members to participate in commercial or charity fund solicitations. No staff member will engage in commercial or charitable solicitations during the workday or on school premises except with the express written consent of the District.

B. The provisions of the Agreement shall be lawfully applied without regard to race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, marital status, sexual orientation including gender expression or identity, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability.

C. The District and the Association affirm their adherence to the principles of free choice and agree that the obligations of law related to non-discrimination will be met by the Association and the District. Neither the District nor the Association will engage in discrimination of any kind that infringes on the civil or human rights of employees. The District acknowledges the right of its employees to a private and personal life.

D. Staff members will be allowed to wear pins and/or other identification pursuant to law.

Section 3.3 – Students and Student Evaluations

Staff members shall be responsible for evaluation of the educational growth and development of each pupil assigned to them, and for making periodic reports to parents and guardians, and to designated school administrators. Grades and other evaluations of students by staff members will be: (1) adequately documented; (2) based on achievement; and (3) based on participation in working towards goals and objectives of the curriculum. If there has been a failure to comply with the grading

practices herein outlined, the administrator may change the grade. If an administrative change is made to a letter grade or written comment on a periodic report, the staff member shall receive written notification.

A. The classroom teacher will make the initial determination of the promotion or retention of each pupil assigned to their classroom. A classroom teacher who anticipates recommending retention of a pupil will notify the principal, and the parent or guardian of the pupil as far in advance as is reasonably possible. A staffing of the teacher, principal, parent or guardian and any necessary support personnel may be conducted to consider the teacher's recommendation. The classroom teacher shall be informed if a determination regarding promotion or retention is inconsistent with the classroom teacher's recommendation.

B. Staff members, in the course of their duties and responsibilities towards the pupils assigned to them, will not be required to perform duties beyond the scope of their employment, which are normally the responsibility of the police, fire or animal control personnel.

C. Within a reasonable period of time, the immediate supervisor shall inform staff members about any parent concern which pertains to the staff member's relationship with one of their students. At the staff member's request the administrator shall attempt to arrange a conference to discuss the concern with the affected parties. The conference shall be arranged at a mutually convenient time with the individuals involved. Any detrimental statement about a staff member conveyed at such a conference will not be given credence unless substantiated by fact. District reports will not name the staff member until allegations can be substantiated by fact.

D. Secondary classroom teachers will be allowed three (3) work days following the end of grading periods to complete and turn in student report cards/scan sheets. The final reports specific to special education IEPs are due one (1) week prior to the end of school. Elementary classroom teachers will be allowed up to two (2) weeks, but no fewer than three (3) work days to complete report cards prior to each report card period. Elementary classroom teachers will have three (3) report card periods. The first reporting period will be in conjunction with the parent conferences. Elementary classroom teachers will communicate to parents the progress of their child prior to the eighth week of school. Secondary classroom teachers will communicate to parents the progress of students at risk (students at risk of failure or not on track to receive credit) at the mid-point of each quarter. The teachers will document this communication.

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:

1. 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.

2. 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.

3. The staff member, principal, or designee must notify the student's parents regarding the classroom exclusion as soon as reasonably possible.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. The school district must provide the student an opportunity to make up any assignments and tests missed during the classroom exclusion.

10. 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.

1. The building principal and staff members shall confer once per 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.

2. 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:

1. 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.

2. 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.

3. See also Section 3.12 regarding supports for staff members subject to assaults and property damage.

E. Other Provisions

1. Staff members shall receive, as soon as possible, a written or oral response and assistance from the building administrator when disciplinary support is requested.

2. The building principal and/or counselor will communicate and collaborate with involved staff members 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.

3. No staff member shall be required to search a student's person or belongings.

4. The District will provide all teachers new to Highline with mentoring and/or training in Highline’s approach to student behavior support.

Section 3.5 – Students with Individualized Educational Programs (IEPs) and Students who are Multilingual Learners (MLs)

The District shall provide each staff member with an updated copy of the District special education guidelines and procedures. When a student with an IEP is included in a general education setting, the receiving classroom teacher(s) will be informed and

must have access to the IEP prior to placement in order to understand the needs of the student and the support that will be provided by special education teachers and staff. In the event a student transfers into the District and is believed to have an IEP, the general education teacher will receive access to the IEP as soon as it has been received by the District and is available to staff. General education and special education teachers are expected to work together to support the needs of students with IEPs included in a general education classroom. All educators working with a students with an IEP are encouraged to bring any concerns to the attention of the student's IEP team and the school's multi-disciplinary team (MDT).

When an ML-qualified student transitions from a sheltered (self-contained) ML classroom to general education, the receiving teacher(s) will be informed and invited to participate in regularly scheduled ML team meetings. As soon as practicable, the teacher will be provided a student profile or work samples to support that student in a general education setting.

Section 3.6 – Educational Support Personnel

Staff members shall be responsible for supervising but not evaluating aides assigned to them. Supervisors are encouraged to ask staff members for input on their assessment of the aide's performance. Staff members may go to their immediate supervisor to request an observation or conference regarding the aide for the purpose of evaluating an aide's performance. The observation or conference shall occur in a timely manner.

A. Staff members shall not require an aide to perform duties outside of the aide's job description.

B. Affected staff members may provide input to the building administrator regarding the hiring of classified support personnel to be assigned to them.

C. Staff members shall be notified in a timely manner prior to the selection of classified support personnel who will be assigned to them.

D. If a staff member is required by the District to train aides at a meeting outside the staff member's normal work day, the staff member will be compensated at the same rate as provided for summer school instructors.

Section 3.7 – Academic Freedom

The District respects the professional rights of staff members. Academic freedom will be accorded to staff members within the context of District goals and objectives. No special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning human society, the physical and biological world and other branches of learning; provided, however, that this guarantee cannot by law supersede the rules and regulations of the District, the State Superintendent of Public Instruction, the State Board of Education and state statutes.

A. In the presentation of controversial issues, staff members will make every effort to affect a balance of biases, divergent points of view and opportunity for exploration by the students into all sides of the issue.

1. In discussing controversial issues, the staff member will encourage students to express their own views, assuring that it be done in a manner that gives due respect to one another‘s rights and opinions.

2. When discussing controversial issues, the staff member will respect positions other than their own.

3. Students will be encouraged by the staff member, after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.

4. Prior to scheduling outside speakers, approval of the immediate supervisor must be obtained. Approval may be withheld when the District has reason to believe appearance of a guest speaker would be disruptive or not in the best interest of the education process.

B. While the staff member must be free to teach, the staff member must always be concerned that there will be no infringement upon the freedom of those students the staff member serves.

C. Within District goals and objectives, staff members shall be responsible for determining daily methods and materials to be used in the instruction of the students in their charge. If District approved materials are used consistent with District goals and objectives, staff members will be supported in their choice of materials.

D. Standardized test results of academic progress of students shall not be used in an improper manner to evaluate the quality of a staff member's service or fitness for retention.

Section 3.8 – Staff Members’ Personnel Files

A confidential permanent personnel file will be maintained in the District Human Resources Department for each staff member covered by this Agreement.

A. Employees shall have the right to review the contents of their personnel file during office hours, but during the employee's non-instructional time or non-duty hours. Materials reviewed by the employee and judged to be either derogatory to the employee's conduct, service, character or personality may be answered by the employee in writing. Such written responses shall become a part of District personnel records. Any derogatory statement regarding an employee by a parent, student or lay person which is to be placed in the employee's personnel file will be called to the attention of the employee at the time of such placement. The employee shall have the opportunity to attach a written response to any such statement.

B. Staff members may request material of a complimentary nature be placed in their personnel file maintained by the District Human Resources Department.

C. With the exception of personal evaluations as required by this Agreement and state law, a staff member may request removal of the material judged by the staff member to be derogatory, discriminatory or prejudicial to the staff member's

conduct, service, character or personality. The District reserves the right to make final determination regarding material to be retained unless a court of competent jurisdiction determines otherwise. However, should the staff member request removal of material judged by the staff member to be derogatory, discriminatory or prejudicial to the staff member's conduct, service, character, or personality and such material has been in the file five (5) years or more and is mere allegation which has never been substantiated, such material shall be removed.

D. All pre-employment information and credentials relating to the staff member signing a contract with the District will be retained by the District as a separate file and will not be available for review by the staff member. If requested by the staff member, confidential pre-employment information which is in the possession of the District will be returned or destroyed when the employment process is completed.

Section 3.9 – Electronic Signatures

The District and the Association will develop mutually agreed upon protocols and procedures for electronic signatures in lieu of paper signatures as legal and appropriate.

Section 3.10 – Other

The District will utilize employee input when planning any new construction of educational facilities including related movement of staff. Except in an emergency, the District shall notify all staff members at least two (2) days in advance of any maintenance or construction that will prohibit instruction in the classroom.

Section 3.11 – Board Policies

An accurate, updated District policy manual shall be available to staff members on the District website. Following Board adoption of policies and procedures, the contents will be shared in a timely manner with appropriate staff members.

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.

Section 3.13 –Visitors

All visitors to a classroom during the instructional day, other than District personnel, are required to obtain prior approval from the building principal. Prior to granting approval for such a visit, the principal will make arrangements with the teacher for a specific time, which is convenient for the involved parties. The teacher should verify that approval for the visit has been granted. If electronic monitoring or recording devices are to be used by the visitor during an observation/conference, prior approval from the principal and classroom teacher is required. The teacher may avail themself of the opportunity to confer with the visitor before and following the observation.

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.

Section 3.14 – Interpretation and Translation

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.

To address translating school and classroom-level family communication materials and interpreting for family meetings and phone calls, each building's Shared Leadership Team (SLT) will develop and review their building's protocol for providing translation and interpretation duties (including interpretation for family meetings and phone calls, translation of written family communication, etc.) among building staff including bilingual paraeducators, bilingual family liaison, and/or District-provided interpretation and translation services. All SLTs should review their protocol to ensure alignment with the CBA and HSDs Language Access Plan and then administration share their protocol along with HSD's Translation and Interpretation Services Training annually with staff. (See Section 4C.1).

Section 3.15 – 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.

ARTICLE 4A – WORKING CONDITIONS

Section 4A.1 – Length of Work Day

The on-site work day for all staff members not otherwise provided for in this Article shall not exceed seven and one-half (7 1/2) hours, except for responsibilities referred to in this Section, Paragraph C, including a thirty (30) minute duty-free lunch. Staff members who are required to travel between buildings in the course of their appointment shall not be scheduled to travel during their duty-free lunch. Staff members shall be available at their respective work sites for the benefit of pupils and patrons at least thirty (30) minutes before the students' school day begins and at least thirty (30) minutes after the students' school day ends. The workday for itinerant personnel is the same in hours as for all other staff members. Those staff members who are not assigned as part of a school faculty will construct their workday so as to fulfill their job requirements as arranged for with the immediate supervisor.

A. Staff members may leave the school grounds during the thirty (30) minute duty-free lunch period after notifying the building administrator or designee. Such right may be denied for emergency reasons. Staff members are required to obtain building administrator's approval to leave the school grounds at times other than the duty-free lunch period.

B. It is agreed that responsibilities dealing with school activities, school wide supervision and control will be shared by all staff members. The building administrator will establish a procedure to ensure equitable participation, within the parameters of Section D below. When a staff member has been assigned an activity and finds that they cannot fulfill the responsibility, the staff member is required to report this to the administrator in charge and the staff member will secure another staff member as a replacement, subject to the approval of the administrator.

C. **Flex hours:** Staff members may be required to contribute no more than fifteen (15) additional hours per year over and above the on-site time specified in Section 4A.1 and/or the work year calendar described in Section 11.1. Each staff member may be assigned to specific activities, provided such activities do not exceed four (4) hours in duration. This paragraph is not to be construed to include the required participation in staff meetings under the terms of paragraph F below and a school's annual open house or graduation, nor is it intended to imply that activities will be created for the sole purpose of utilizing all of the fifteen (15) hours. The additional hours in this paragraph are intended to give principals and building Shared Leadership Teams flexibility to coordinate staff presence at critical meetings, duties or events at school while respecting the individual autonomy and responsibility of certificated staff members as professionals to determine how and when to accomplish the educational goals and mission of their assigned positions. These hours encompass required time for involvement in supervision of student activities, maintenance of order and discipline, working for and with colleagues for common educational goals, and/or attendance at school related functions. The parties agree that staff members are encouraged to volunteer to participate in the supervision of student activities, maintenance of order and discipline, and/or attendance at school-related functions as the individual staff member chooses to do so in the furtherance of their own professional goals and activities.

D. Staff members who are required to commit in excess of fifteen (15) hours as provided for in paragraph C above will be compensated at the rates identified in Appendix D.

E. The building principal, in consultation with each teacher, will schedule teacher planning time. Such planning time will occur either before, during and/or following the student instructional part of the teacher's work day.

F. Staff members are required to attend staff meetings, unless specifically excused. Staff meetings will be scheduled on an as needed basis and as far in advance as possible. Staff meetings may be scheduled before, during or after the instructional day. Administrators are encouraged to end morning staff meetings at least ten (10) minutes before the instructional day begins. Staff meetings will be scheduled so that no staff member shall be required, except in emergencies, to attend more than one (1) staff meeting in any one calendar week. Building administrators are encouraged to conduct staff meetings, as much as possible, within the work day; however, if it is necessary for the staff meeting to exceed the normal work day, staff members will not be required to remain beyond the normal work day for more than forty-five (45) minutes unless the principal chooses to use flex hours described in Section C above, and provides at least one week's advance notice of the extended length; in no case shall the extended length be more than seventy-five (75) minutes beyond the normal work day. Principals may not hold individual staff members beyond the contract day and attribute the time to staff meetings. Principals will encourage staff participation by allowing all staff to generate agenda items and work collaboratively to create a balance of topics. HEA and HSD recognize that a range of issues will be covered at staff meetings including building operations (nuts and bolts), collaboration among staff teams and professional development.

1. Itinerant teaching staff who are divided between buildings are expected to attend staff meetings and administratively-directed PCTs (see Section 4A.4) at their scheduled building that Wednesday or Friday. If the principal at the alternate building would like to have them attend a specific staff meeting or specific administratively-directed PCT at their school, the principals must arrange for participation at the alternate site for that day, so long as that can be accomplished within contractual parameters.

2. Itinerant ESAs who are divided between two buildings are expected to attend staff meetings and administratively-directed PCTs at their scheduled building that Wednesday or Friday only when the content is relevant to their job assignment. Itinerant ESAs who are divided between three or more buildings are not expected to attend staff meetings; they may be expected to attend administratively-directed, non-job-alike PCTs at the building where they are scheduled that day only when the content is relevant to their job assignment.

G. Except in an emergency, staff members at the elementary level shall not be assigned to recess or before school playground duty.

H. Mandatory work performed outside the contracted year will be paid at per diem rate.

Section 4A.2 – Instructional Time

The District shall establish the instructional schedule appropriate for each school and grade level. It is recognized that bus transportation, divided reading programs and/or other factors may require deviation from District school schedules. A full-time instructor shall conduct classes pursuant to the instructional time required at the appropriate levels.

Each building staff and principal shall meet, discuss and plan options to determine the use of Professional Collaboration Time (PCT) as described in Section 4A.4 below. Association representatives and principals will affirm annually that these discussions have occurred.

Section 4A.3 – Non-Instructional Time and Class Coverage

The following two paragraphs (A and B) will be in effect for the 2024-25 school year.

A. 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-5) will be provided two hundred twenty-five (225) minutes per week of instruction by specialists/librarians.

B. 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. Secondary schools may adopt schedules that regularly provide less than one hundred (120) minutes of non-instructional time on a particular work day as long as employees have a daily planning time of at least thirty (30) minutes during each student instructional day and a total weekly amount of planning time that meets the minimum provided in the preceding sentence. Such a schedule may be adopted upon completion of a staff meeting discussion and subsequent anonymous voting process, if the alternative schedule passes with at least seventy (70) percent of certificated staff voting in favor. If a staff member chooses not to participate in the vote, they will be counted as an abstention. Secondary schools may choose to implement alternative schedules that do not include daily planning time using the waiver process in Section 1.10.

The following two paragraphs (C and D) will be in effect for the 2025-26 school year and thereafter.

C. As long as the District maintains the professional collaboration time (PCT) described in Section 4A.4, all teachers shall be provided with a minimum average of two hundred and eighty-five (285) minutes per week of non-instructional time for planning during the student instructional day, exclusive of lunch and recesses. For secondary teachers, at least sixty (60) minutes of this time on a non-PCT day and at least forty-five (45) minutes on a PCT day will be provided daily (except as provided in the following paragraph). In addition, all teachers will be provided thirty (30) minutes before and thirty (30) minutes after each student instructional day for non-instructional responsibilities (colloquially called “WAC time”).

D. Secondary schools may only adopt schedules that regularly provide less than sixty (60) minutes of non-instructional time during the non-PCT student instructional day as long as employees have a daily planning time of at least thirty (30) minutes during each student instructional day and a total weekly amount of planning time that meets the minimum provided in the preceding paragraph. Such a schedule may be adopted upon completion of a staff meeting discussion and subsequent anonymous voting process, if the alternative schedule passes with at least seventy (70) percent of certificated staff voting in favor. If a staff member chooses not to participate in the vote, they will be counted as an abstention. Secondary schools may choose to implement alternative schedules that do not include daily planning time using the waiver process in Section 1.10.

E. For days on which an employee is taking or chaperoning students on a field trip at the direction of a District- or building-level administrator, the administrator will either arrange to provide an equivalent amount of planning time identified above for the employee, ideally within a week of the originally scheduled time, or compensate for the loss of planning time within the student day at the extra service rate of pay. For days on which an employee is taking or chaperoning students on a field trip as an individual professional choice or as a volunteer, the employee will be responsible for completing their planning responsibilities outside the student day or arranging with colleagues for a change of schedules that provides an equivalent amount of planning time identified above for the employee, ideally within a week of the originally scheduled time. No employee will be coerced to (1) volunteer to chaperone a field trip that results in a loss of planning time within the student day, nor (2) agree with colleagues on a change in schedules to accommodate planning time for someone else.

Section 4A.4 – Professional Collaboration Time (PCT)

HEA and HSD believe that time for collaboration among educational professionals for the purpose of promoting student learning is essential. The following principles will guide the use of PCT:

A. Each school's Shared Leadership Team (SLT) will gather input from the certificated staff to consult with the principal regarding the content, type, and format of professional collaboration time.

B. PCT will be allocated as follows:

1. 25% will be reserved for teacher/ESA-directed work by individuals;

2. 25% will be teacher/ESA-directed collaborative work by small teams of teachers/specialists on building or District priorities, with half of these PCT days identified and reserved on the work year calendar for optional teacher/ESA-directed cross-school collaboration with job-alike colleagues (principal notification will be provided in the event staff leave their usual worksite); and

3. 50% will be determined by the building principal, with one-quarter of these PCT days identified and reserved on the work year calendar in Appendix B for potential administratively-directed meetings of ESA/specialist groups (Occupational Therapists, Physical Therapists, Psychologists, Nurses, Counselors, Social Workers, Speech-Language Pathologists, Special

Education, Librarians, Fine Arts and PE specialists, and CTE teachers) in cross-school collaboration with job-alike colleagues. Additional job-alike groups may be identified on an annual basis for administratively-directed subject area and/or grade level initiatives; notice of any additional job-alike groups will be provided to principals and HEA leadership as soon as possible, but no later than August 10.

C. Professional collaboration time may include: (1) identification of student learning needs; (2) a learning/training process; (3) implementation of the learning/training; and (4) the evaluation/formative assessment of students.

D. Professional Collaboration Time (PCT) is scheduled for Fridays as indicated on the negotiated calendar. PCT involves early dismissal of students (90 minutes). It is possible that some Fridays will involve late start for students due to adverse weather, unsafe driving conditions, power outages or other emergencies. Unless specifically addressed, late start bulletins will be provided to local radio and television stations and posted on the Highline School District website.

On late start for students of one to two hours: Early dismissal and PCT will occur as scheduled.

E. HSD and HEA acknowledge that PCT will impact the ability to provide the current contracted amount of average weekly individual planning time for every teacher. Teacher planning time minutes will be adjusted to accommodate the PCT day (Fridays) schedule for the duration of the PCT day schedule. The joint recommendation to administrators and registrars is to make every effort to accomplish the reduction in planning time as equitably as possible and to look for ways to adjust weekly schedules to mitigate the loss for those who may be disproportionately affected on a long term basis.

Section 4A.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.

B. Substitute Unavailability: If the substitute dispatch office is unable to provide a substitute for an employee absence, then the certificated employee and long-term substitutes on the contractual rate covering the class for that employee shall be paid as follows:

1. Pay for lost planning time: Teachers covering classes during their planning time shall be paid the extra duty rate for each hour of class time coverage. If an employee absence requires coverage for one half (1/2) day or more, the building administrator must call immediately for a substitute. An employee

covering a class less than thirty (30) minutes shall qualify for one-half (1/2) hour of compensation. An employee must cover a class for a minimum of thirty-one (31) minutes to qualify for one (1) hour of compensation.

2. **Elementary PE and Music and Librarians:** PE/Music/Librarian teachers who substitute instead of providing planning time may be compensated for lost planning time (Section 4A.5, paragraph B.1). PE/Music/Librarian teachers are not expected to make up missed sections and are therefore not compensated when they substitute instead of providing planning time. The classroom teacher is compensated for the missed planning time (Section 4A.5, paragraph B.1).

3. **Make up time:** Non-supervisory certificated staff may claim up to five hours of time (at the extra duty rate on the salary schedule) for time required outside their regular work hours for work that must be 'made up' as a result of their 'substituting' and therefore inability to perform their regular duties. An extra duty claim is to be submitted for the extra hours worked outside the school day.

4. **Added responsibility:** Staff members who are asked by the principal or designee to take on more responsibility than required by the contract shall be paid for up to five hours of extra responsibility (at the extra duty rate). No additional hours need be worked. If two or more teachers combine to cover for one missing substitute, the combined time paid will not exceed five hours.

5. **Loss of Funds:** When an employee's pre-authorized attendance at a conference or workshop is revoked by the District due to the unavailability of a substitute, the District shall reimburse the employee for non-refundable expenses.

Section 4A.6 – Preparations - Non-Elementary

Non-elementary teachers will not have more than three (3) preparations plus an Advisory preparation. If four (4) or more content area preparations are necessary, the HEA president shall be notified, to ensure that any additional preparation is assigned by mutual agreement between the teacher and the building administrator. Dual Language school administrators, with Central Office support, will consult with their Dual Language teacher team each spring in an effort to limit Dual Language teachers to two (2) preparations whenever possible for the subsequent year. If three (3) preparations are assigned to a secondary Dual Language teacher, the HEA President will be notified to ensure there are supports in place and there are no alternative options to reduce the number of preparations. If four (4) content area preparations are assigned to a secondary Dual Language teacher, and at least two of those preparations are in the target language, the teacher will be provided with an additional planning period as mitigation.

Section 4A.7 – Elementary Itinerant Staff

Elementary itinerant personnel who are assigned to classes in order to provide planning time for teachers shall have full responsibility for the students assigned to them. The regularly assigned teacher shall not be required to be present with their classes during their assigned planning periods.

Section 4A.8 – Conferences

For the duration of this collective bargaining agreement, the District will apply to the State Board of Education for a waiver of three student school days for the purpose of conducting family/teacher conferences.

A. Elementary family/teacher conferences shall be scheduled for three (3) consecutive school days the week of Thanksgiving.

B. Two non-student days will be scheduled for secondary family/teacher conferences: the Wednesday before Thanksgiving and the first Friday of the fourth quarter.

1. Teachers will conference with families for 3.5 hours after the regular school day on the day before the non-student day and for 3.5 hours in the morning of the non-student day. The remainder of the non-student day will be a non-workday for teachers as compensation for conferencing the previous evening.

2. Actual conference dates may vary from the default plan described above (and marked as such on the school calendar) as schools will have the flexibility to select from a menu of approved alternative conference schedules to meet the needs of families.

a. No later than September 1, the District Human Resources office will distribute a list of alternative conference plans that have been pre-approved by the District and Association through Labor-Management. The pre-approved options will be developed with the following parameters.

i. Alternatively scheduled conferences must be scheduled before or after regular school days in the fall between the end of the first quarter and the Thanksgiving break and in the spring within ten (10) school days before or after the end of the third quarter.

ii. The designated non-student day will be a partial or full non-work day for teachers for an equivalent number of hours that employees have conferenced at other times.

iii. The alternative conference plan may include the same scheduled day for all teachers in the building or a plan in which different teachers are responsible for conferencing with families on different days.

b. In early fall, each school's Shared Leadership Team (SLT) will review the list of preapproved alternative plans and make a recommendation to the staff regarding the use of an alternative plan. School staff will choose its preferred plan by majority vote, using a secret ballot if desired. The building's selected conference plan will be submitted to the District Deputy Superintendent and the Association President no later than October 15.

C. Pursuant to RCW 28A.655.230, third grade students who require additional support will receive additional conferences with the following guidelines.

1. Third grade teachers will be paid for one hour of teacher planning for each five students requiring additional conferences (e.g., 1 hour for 1-5 students, 2 hours 6-10 students, 3 hours 11-15 students, etc.).

2. Conferences will be budgeted at twenty (20) minutes in length each, and will include the third grade teacher and principal or "designee" (e.g., interventionist, assistant principal, etc.) to allow staff to build early relationships with the family and learn about students before the end of the year.

3. Extra service payments for the additional conferences will be calculated based on the actual conferencing time incurred, even if it exceeds the budgeted amount.

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

Section 4A.9 – Washington Kindergarten Inventory of Developing Skills (WaKIDS)

A. Family Connections: The Family Connections conference process is intended to welcome families into the Washington K-12 system as partners in their child's education,

1. The first three days of Kindergarten in each school year will be non-student days for general education kindergarten classrooms in order to supply existing work time for Family Connections.

2. Teachers who have kindergarten students in multi-age special education classrooms will choose from the following options in order to meet the WaKIDS Family Connections requirements prior to the end of September:

   a. Complete Family Connections (FC) conferences before or after school, with extra service compensation of thirty (30) minutes per conference at the teacher's per diem rate;

   b. Use PCT to complete the Family Connections conferences, scheduling to be determined in consultation with the building principal.

3. Family Connections conferences for teachers of kindergarten students may be scheduled in conjunction with other fall meetings (e.g., transitional meetings). In addition, these teachers may select different options for different students.

B. TS GOLD Whole-Child Assessment: Teachers are expected to assess and enter fall TS GOLD data for all students in six developmental areas as required by the State. PE teachers will continue to collect data on PE-related objectives in the fall. PE data will be submitted directly to the building principal to be entered by the classroom teacher.

C. Compensation for data entry/analysis: Teachers of kindergarten students may receive one day of release time or a $200 stipend for implementing WaKIDS. The stipend or release time will be allocated with the following parameters:

1. Teachers of kindergarten students who have not implemented WaKIDS will attend an approved data entry/analysis session in the fall as required by the State of Washington.

2. The data entry/analysis session is optional for teachers of kindergarten students who have previously implemented WaKIDS.

D. Workload Reduction: The fall TS GOLD Development and Learning report will be used in lieu of the November Kindergarten report card, but would not replace mandatory IEP reporting. The District agrees to reduce additional assessments during the TS GOLD assessment window.

Section 4A.10 – Dual Language Program

A. School-wide Implementation

1. For schools offering Dual Language models, school leadership will ensure that responsibilities related to the school-wide implementation of the program shall not be the responsibility of the classroom teacher.

2. Teachers in the Dual Language Program will be provided specific District-designated training in dual language instruction and provided the instructional materials necessary to implement the program.

3. Teachers in Dual Language program will not be expected to assume the role of interpreters for other conferences or communication in the school. The District will continue to provide interpreters as needed. See Section 3.14 for additional details.

4. Bilingual teachers, including teachers in the dual language program, are not responsible for translating school-based materials and must be offered an extra service contract if they are asked and volunteer to do that translation. This section does not apply to translating their own or their partner teacher's classroom materials.

5. Bilingual teachers in the Dual Language program are not responsible for translating District-approved curriculum materials. If the translated materials for a target language class cannot be located, the teacher should contact the DL Coordinator for their building and/or a member of the District Language Learning team to determine the appropriate support or mitigation. Section 4A.10.L outlines a teacher's options.

6. Dual language teaching partners are expected to collaborate around teacher-initiated communication with families to distribute that type of workload equitably.

7. SLTs are charged with reviewing and communicating a school's interpretation and translation protocols annually to the staff. (See Section 3.14).

B. Elementary Stipends: A stipend of $1,000 will be paid to elementary Dual Language program teachers (English and partner language, as well as Special Education teachers engaged in Dual Language program implementation) to cover

extra duties specifically related to the program as outlined below. The amount will increase to $1,500 beginning in the 2025-2026 school year.

1. Report Cards

a. Report grades across both partner languages.

2. Planning time (ongoing)

a. Coordinating Special Education services across languages of instruction, including across partner teaching classrooms.

b. Reviewing and analyzing bilingual and biliteracy data to inform instruction across both partner languages.

c. Coordinating instruction that crosses both languages.

d. Collaborating on Dual Language specific features.

3. Planning time (August)

a. Collaborating to establish a schedule within or across the multiple classrooms to support language learning through the dual language model.

b. 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 target language secondary Dual Language teachers teaching one or more DL classes to cover extra duties specifically related to the program; the amount will increase to $1,500 beginning in the 2025-2026 school year. The stipend supports the following:

1. Program Support

a. Supporting and promoting the use of the target language(s) throughout the school.

b. Attending any school Dual Language trainings or meetings that are relevant to their position.

2. Planning time (ongoing)

a. Collaborating regularly to monitor and support students' language and literacy development in both partner languages, including vocabulary development.

b. Developing materials and structures to support bridging and translanguaging.

c. Coordinating instruction that crosses both partner languages.

3. **Planning time (curricular)**

   a. Collaborating to supplement curriculum with cross-curricular projects and enrichment activities that support development in both partner languages.

   b. Identifying culturally responsive materials in the target language.

D. Joint Dual Language Leadership Team: Highline Education Association (HEA) and Highline School District (HSD) shall establish an ongoing Joint Dual Language Leadership Team to support effective implementation of dual language programs. The Leadership Team will make recommendations to the HSD Board of Directors and/or Joint Bargaining Teams, as appropriate for issues outside their area of legal control. The Team shall meet as needed, but no less frequently than quarterly.

The team shall be comprised of staff members chosen from buildings with Dual Language programs. The District administrator responsible for the dual language program or designee shall serve as chair of the team and shall nominate up to two additional administrators to the Superintendent to serve on the team. HEA shall identify team members from all Dual Language schools who will be appointed by the HEA President to serve on the team. Total team membership shall not exceed fifteen (15).

Tasks:

1. On a regularly recurring basis, the Leadership Team shall audit available dual language curriculum and materials and identify unmet needs.

2. On a regular basis, the Leadership Team shall review elementary dual language parent conferencing models, including the impact of such models on teacher workload, and make recommendations for options and resources for implementing such options.

3. On an ongoing basis, the Leadership Team shall provide ongoing vision and guidance on effective implementation, including an ongoing review of the following issues:

   a. Workload differences from non-dual language programs, including reporting progress and engagement with families, and compensation or accommodations that recognize such differences;

   b. Training and professional development in effective dual language instruction;

   c. Staffing;

   d. Materials and resources;

   e. Professional development support for teaming;

   f. Staff and/or time for translation of materials;

   g. Assessment

E. Dual Language Institute

1. The two-day Dual Language Institute will be required for teachers entering the Dual Language program for the first time. These teachers will be paid at the per diem rate consistent with Section 12.1.

2. The Dual Language Institute is optional for all other Dual Language teachers, who will be paid at the Extra Duty rate, consistent with Appendix D.2.K.

F. Displacements and Transfers

1. Displacements: Continued expansion of the Dual Language Program may displace teachers. In addition to the displacement process outlined in Section 8.9.B, the District will work with these teachers to obtain information on preferred locations for new placements and prioritize placing these teachers at one of their requested sites.

2. Transfers: The District will not involuntarily place a teacher into the dual language program, either through the displacement process or in-building assignment changes, and will facilitate transfers for teachers requesting reassignment to a non-Dual Language School, provided a request for transfer is made prior to March 1 and there are vacancies available. The District will attempt to place these teachers at one of their requested sites; the more options these teachers provide, the higher the chance these preferences will be accommodated.

I. Secondary Preps: The teaching of the same course content in two different languages shall count as two different preps under Section 4A.6.

J. Conferences: Elementary dual language teachers shall not be expected to conference with more families than one class of students.

K. Student Support Meetings: Elementary dual language partner teachers shall not be expected to both attend student support meetings (such as MTSS, MDT, and IEP meetings) for students they share; rather, the partner teachers will be allowed the professional judgement to decide which of them is the most appropriate teacher representative for a particular meeting. Additionally, dual language teachers will not be expected to translate for these meetings.

L. 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.

K. 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.

L. Secondary Course Creation: Spanish language courses are developed for 6th-12th grades, and will continue to be refined and improved. Vietnamese courses are implemented in 6th-8th grade, and will be rolling up annually for the next four years. A secondary Dual Language teacher who is asked by a school principal to develop a new Dual Language course that has not been offered in the District or does not have a target language curriculum framework will be provided with significant support to develop the course with a robust curriculum framework that will be usable district-wide. This support may include one (1) period of release time daily for the duration of the course or compensation to complete this work outside of the school day/year. The nature of the support will be based on the teacher's preference beginning in 2023-24 when a release period could reasonably be arranged. For new courses offered in the 2022-23 school year, existing structures to support class development will be reviewed in HEA-HSD Labor-Management no later than Sept 30 to ensure adequate supports. Course approval will follow the standard District process, and the HEA President will review and approve plans for course development support. When an administrator on the Language Learning Team or in any other District department asks a Dual Language teacher to develop a course, the compensation model outlined here also applies.

M. Allocation of FTE in DL Secondary Schools: The allocation of certificated FTE in DL Secondary Schools will support staffing for classes at their projected size, rather than regular averages, in a manner that does not adversely affect other programming in the school.

Section 4A.11 – Outdoor School at Waskowitz Outdoor Education Center (Waskowitz)

While supervising students at Waskowitz, the following will apply:

A. Teacher attendance for meals will be rotated except for dinner on the first day of camp, which all teachers are expected to attend.

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 their 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 Waskowitz, teachers will be released from duty 30 minutes after the buses leave school.

G. All first time Waskowitz teachers will be required to attend a one-day Waskowitz Outdoor School training.

H. See Appendix D for the per overnight rate.

Section 4A.12 – Facilities

Each staff member, including itinerants and part-time employees, who normally require the use of a classroom in the exercise of their duties, shall have a classroom or an appropriate space assigned for their use. No staff member shall be required to move from classroom to classroom on a regular basis to perform their 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:

1. Sufficient in size for both individual and small group therapy to be conducted and accessible for all students;
2. An educator desk/table, chair and locking filing cabinet;
3. Locked storage space for equipment and/or materials;
4. Student table(s) and chair(s);
5. Chalkboard/whiteboard and mat; and
6. A door that can be locked for security and closed to provide privacy for students during therapy.
7. It is acceptable for the space to be shared, so long as schedules can be arranged to ensure (a) privacy and confidentiality of student information during staff work time and (b) student therapy time does not overlap between staff members. Each individual sharing a space must have their own locking filing cabinet/storage.
8. When there is a shortage of available space, impacted ESAs will meet with the building leader and collaboratively develop a shared space plan. In the absence of an agreed upon plan, the building leader shall make a final decision consistent with the provisions above.

I. Each building will provide appropriate space designated for use by psychologists, school counselors, social workers. Building administrators will communicate plans for office 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:

1. Sufficient in size and furnishings for both individual and small group work to be conducted and accessible for all students;
2. An educator desk/table, chair and locking filing cabinet;
3. A door that can be locked for security and closed to provide privacy;
4. It is acceptable for the space to be shared, so long as schedules can be arranged to ensure (a) privacy and confidentiality of student information during staff work time and (b) student therapy time does not overlap between staff members. Each individual sharing a space must have their own locking filing cabinet/storage.
5. When there is a shortage of available space, impacted ESAs will meet with the building leader and collaboratively develop a shared space plan. In the

absence of an agreed upon plan, the building leader shall make a final decision consistent with the provisions above.

J. When school is not in session, a staff member will have access to assigned building(s) upon approval of the building principal and consistent with District security requirements.

K. 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.

L. The District will make available in each school restroom facilities exclusively for non-student use.

M. Each school shall have at least one (1) room appropriately furnished and properly ventilated which shall be used as a faculty lounge.

N. 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.

O. 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

P. For any classrooms or other worksites in which lab sciences or industrial/technical classes are taught, the following guidelines will apply:

1. Such classrooms will provide sufficient space for the curricular activities to be conducted in a safe manner.

2. 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.

3. 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.

4. 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.

Q. 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:

1. Develop and recommend a school safety plan;

2. Review and support Highline Public Schools Disaster and Emergency Preparedness Plan;

3. Make maintenance recommendations to the principal.

Section 4A.13 – Office Equipment

Office duplicating equipment, copy machines and clerical services shall be made available to staff members for preparation of instructional materials subject to scheduling and priority as determined by the building principal. A copy machine shall be maintained in each school. All employees shall be provided training and allowed to use office duplicating and copy machines for school related business. The District accepts the responsibility for upgrading and providing instructional equipment and facilities.

Section 4A.14 – Classroom Interruptions

A reasonable effort will be made by building administrators to minimize public address system and personnel interruptions of the classrooms during the instructional day.

ARTICLE 4B – STAFFING ALLOCATIONS, CLASS-SIZE/CASELOAD, AND MITIGATION

Section 4B.1 – 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-5)

1. 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.

2. 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).

3. Intermediate staff members will be allocated to each building by dividing each building's fourth through 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).

4. Resource Room students (K-5) shall be counted in regular classrooms as 1.0 FTE regular students for allocation purposes.

B. Secondary Schools (6-12)

1. 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.

2. 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.

C. Special "Flex" Allocation: In addition to the staff allocations provided for elementary and secondary schools, a total of twenty-one (21) additional staff will be allocated district-wide. An HEA representative (President or designee) will be invited to weekly meetings in September to analyze class sizes and caseloads by school and determine best courses of action (possible use of flex teachers or ESA staffing, split classes, student balancing, etc.) to meet class size limits and case load impacts of staffing in this agreement.

D. Special Education: Staffing will be reviewed after the October 1 and February 1 counts. For additional resources at any time, school teams (special education teacher, principal, and program specialist as a minimum) in collaboration can jointly determine and request additional resources to meet student needs. Student,

staff and/or classroom schedule matrix will be used to formulate resource recommendations. A response to the request will be made to the school team within ten (10) school days.

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

District Program	Student to Teacher Ratio
Early Childhood/Developmental Pre-Kindergarten (ECE/DPK) *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)	25:1
Realistic Transition Program (RTP)	25:1
Self-Contained - Integrated Learning Centers (ILC)	8:1
Community Based Services (CBS)	8:1
Intensive Academic (IAC) Program will have a cap of 13:1	13:1
Self-Contained - 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 (TVI)	Itinerant Model

2. Staffing for Learning Resource Centers (LRC) will be rounded up to the nearest 0.5 FTE.

3. Itinerant model student to teacher ratio for Teachers of the Visually Impaired (TVIs) will be determined by distributing TVI caseloads based on a matrix of factors, so that each teacher's itinerant schedule is within contractual time parameters, pro-rated by FTE. These factors include: number of required minutes/hours of direct service for each student, planning and preparation time (average of 60 minutes/day, possibly modified by exceptional circumstances), related service time, other non-instructional time ("WAC" time, ACT time, duty-free lunch), and required travel time between worksites.

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

District Program	IA Time (in hours) per Certified FTE
Early Childhood Special Education (ECE/EDK)	12
Integrated Kindergarten (IK)	14
Learning Resource Centers (LRCs)	4
Self-Contained – Integrated Learning Centers (ILC)	14
Intensive Academic (IAC) Program • Primary (Grades K-3) • Intermediate & Secondary (Grades 4-12)	 14 7
Community Based Services (CBS)	14

Self-Contained - Emotional and Behavioral Center (EBC)	14
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
The Realistic Transition Program (RTP) will be allocated 16 hours of Instructional Assistant time for the program, not tied to Certified FTE.	
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/EDK 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.

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.

1. 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.

2. 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 IEPs = $4 per IEP per day
28 IEPs = 3 students over caseload limit of IEPs = $5 per IEP per day
29 IEPs = 4 students over caseload limit of IEPs = $6 per IEP per day
30 IEPs = 5 students over caseload limit of IEPs = $7 per IEP per day
31 IEPs = 6 students over caseload limit of IEPs = $8 per IEP per day

32+ IEPs =7 students over caseload limit of IEPs =$9 per IEP per day
Case load limits for less than 1.0 FTE will be prorated

3. 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.

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

1. When a DHH classroom exceeds the District ratio by one (1) student one (1) additional hour of aide time shall be allocated to that class.

2. If a certificated staff member in an ILC or EBC class has more than 10 IEPs, then more certificated staff time will be allocated.

3. Two 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.

4. 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.

   a. ILC, CBS, and EBC classrooms may include a 9^{th} or 10^{th} student without mitigation, so long as all 14 paraprofessional hours are in place.

   b. 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

   c. For example, an ILC classroom with 11 students would be mitigated with two (2) additional aide hours (one for the 9^{th}, one for the 10^{th} student) and $25 per day for the 11^{th} student.

5. 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.

6. 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.

7. 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:

    a. 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.

    b. 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.

    c. 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.

    d. 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.

8. 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.

9. 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 4B.1.F.

H. English Language Learning: English Language Learning (ELL) staff will be determined by a student ratio of eighteen (18) to one (1).

I. Counselors: All counselors shall have full time counseling responsibilities. Pursuant to the rules established by the State Board of Education, all school counselors employed by the Highline Public Schools shall hold a valid Educational Staff Associate (ESA) Counseling Certificate. In accordance with RCW 28A.410.043, the purpose and role of the school counselor is to plan, organize, and deliver a comprehensive school guidance and counseling programs that personalizes education and supports, promotes, and enhances the academic, personal, social, and career development of all students, based on the national

standards for school counseling programs of the American School Counselor Association (ASCA).

1. There shall be at least one (1) elementary counselor for each four hundred (400) elementary students with counselor FTE rounded up to the nearest .5 FTE; provided any standard elementary school shall have at least a 1.0 FTE counselor; and provided further, a .5 FTE counselor may be added for choice schools impacted by enrollment caps. Elementary counselors will not be assigned to more than two (2) buildings.

2. There shall be at least one (1) secondary counselor for each two hundred seventy-five (275) students with counselor FTE rounded up to the nearest 1.0 FTE. However, a school with less than 100 students will have at least a .5 FTE counselor.

3. The student numbers above are based on student headcount including Running Start students at high schools.

J. Librarians: There will be one full librarian at each elementary school.

1. Each elementary student will be provided with an average of forty-five (45) minutes per week of instructional time by the building's librarian. The librarians and individual teachers, in consultation with the building principal, will mutually agree on a monthly schedule. Library time will not be "banked" beyond three hours without consent.

2. The District will provide elementary library assistant time based on the following allocation schedule*:

Bldg. Head Count	Daily Assistant Hours
0 – 375	2
376 – 425	3
426 – 475	4
476 – 525	5
526+	6

*In implementing 4B.1.J.3 below, if a school is projected to qualify for eight hours of library assistant time based upon projected student enrollment, they will be allocated at least seven hours on the first student day and will be adjusted, if needed, based on the October 1 count date. Likewise, if a school is projected to qualify for seven hours of library assistant time based upon projected student enrollment, they will be allocated at least six hours on the first student day and will be adjusted, if needed, based on the October 1 count date.

3. Elementary librarians teaching 23-25 sections are entitled to one additional hour of library assistant time per day. Elementary librarians teaching 26 sections and above are entitled to two hours of additional hours of library assistant time per day.

4. The District will provide 6 hours per day of library assistant time to each middle school and high school.

5. In addition to the minimum average of one hundred five (105) minutes of non-instructional time per day outlined in Section 4A.3, elementary librarians will be provided a minimum two hundred twenty-five (225) minutes per week of non-instructional library management time.

K. Psychologists: In accordance with RCW 28A.410.044, the purpose and role of a school psychologist is to provide comprehensive and integrated school psychological services based on the standards identified by the National Association of School Psychologists (NASP). School psychologists provide direct and indirect services to children and their families, including: student-level services, interventions, and instructional supports to develop academic skills; student-level interventions and mental health services to develop social and life skills; systems-level school-wide practices to promote learning; systems-level preventive and responsive services; and systems-level family school collaboration services. Throughout all areas of service delivery, school psychologists' practice is supported by: data-based decision making; consultation and collaboration; knowledge and skills related to diversity in development and learning; research and program evaluation; and legal and ethical practice.

Psychologists shall be assigned using a 900:1 total student enrollment ratio as determined by the October 1 enrollment figures. An additional 1.7 FTE will be allocated to support Child Find. An additional .2 FTE will be allocated to support the "Psychologist Designee" leadership position(s).

L. Speech-Language Pathologists (SLP): The District will allocate FTE for Speech-Language Pathologists to provide an average caseload of 44:1. FTE is calculated by dividing the total SLP IEP count by 44.

1. To determine the FTE allocation for each new school year, SLP Designees and the Special Education administrator overseeing the SLP department will review the total IEP count for students receiving SLP services on the first of each month, beginning on February 1 and continuing through June 1 of the current school year, in order to determine the FTE allocation for the following school year. Any new programs added or removed will be considered in determining the FTE allocation. An additional 1.2 FTE will be allocated to support Child Find and an additional .2 FTE will be allocated to support the SLP Designee leadership position(s). Sufficient SLP FTE will be provided to Developmental Preschool classrooms to anticipate full enrollment when staffing is allocated for the next school year. Staffing for SLP's will be rounded to the nearest .5 FTE in order to facilitate hiring for any vacancies.

2. During each school year, SLP caseloads will be reviewed in October, January, and March to determine any additional FTE needs. SLPs with lower caseloads may be asked to support the department by taking on additional students, assisting in Childfind, etc. When the total caseload average for the SLP group reaches 15 students above the average of 44:1, an additional .5 FTE will be added. When the average caseload reaches 30 students above the total caseload average an additional 1.0 FTE will be added. FTE will be rounded to the nearest .5 FTE to facilitate hiring for vacancies.

3. In the event an SLP cannot be hired or hiring is delayed to fill additional FTE needs, there are two mitigation options outlined below; these options may be used separately or in conjunction.

    a. Students not receiving services will receive compensatory services for the minutes missed during the summer of that school year or when the additional FTE is hired. The schedule of compensatory services will be determined by the Special Education administrator overseeing the SLP department in consultation with the SLP Designees.

    b. Upon request, SLP(s) from the department who are willing can add a student/s eligible for services to their caseload until an SLP is hired or compensatory services are determined. If SLPs from the department choose to add a student/s eligible for services to their caseload, an Extra Service Contract at the per diem rate will be provided for the times of service in 30-minute increments.

M. Occupational and Physical Therapists: The District will allocate FTE for Occupational and Physical Therapists (OTs & PTs) so as to provide an average caseload of 31:1. Individual caseloads may vary above or below 31. The OT & PT designee and special education administrator will determine assignments after consultation with the OTs & PTs. An additional .6 FTE will be allocated to support Child Find. An additional .2 FTE will be added to support the "OT/PT Designee" leadership position(s).

1. In addition to allocating OT & PT FTE as above, the District will also allocate a fund equivalent to an additional .5 FTE to be used for hiring assistant time, certificated time, or as an overload fund. The OT & PT administrator and designee will determine the use of these funds after consultation with the OTs & PTs.

2. The District will provide OTs & PTs who lack appropriate phone access with at least a $25 per month stipend to reimburse use of personal cell phones for work-related calls.

N. Nurses: The District will maintain at least 18 FTE nurses. In addition to these 18 FTE, the District will also allocate 1.0 FTE to be used as a substitute or float position.

1. The District will issue extra duty contracts for any additional work required to be completed before the start of school.

2. Nurses will be permitted to meet monthly on scheduled early release days.

3. The District will provide appropriate equipment and institute appropriate procedures to ensure confidentiality of student health records consistent with legal and licensure requirements.

4. The District will provide a $25,000 fund for overload work done during the school year. The nurse administrator and designee will determine the use of these funds after consultation with the nurses.

O. Social Workers: The District will maintain a minimum of eight (8) social workers assigned out of the Department of Social Services and Mental Health.

P. Audiologists: The District will maintain at least one (1) audiologist. When the audiology caseload exceeds 100 students on IEPs and/or Section 504 plans, an additional .5 FTE audiologist or DHH teacher will be hired. Should the audiology caseload exceed 175 students on IEPs and/or Section 504 plans, the District will staff a minimum of 2.0 FTE, at least 1.0 of which will be an audiologist; the other 1.0 FTE may be an audiologist or DHH teacher.

Q. Orientation and Mobility Specialists (OMS): Caseloads for OMSs will be determined by distributing OMS caseloads based on a matrix of factors, so that each employee's itinerant schedule is within contractual time parameters, pro-rated by FTE. These factors include: number of required minutes/hours of direct service for each student, planning and preparation time (average of 60 minutes/day, possibly modified by exceptional circumstances), related service time, other non-instructional time ("WAC" time, ACT time, duty-free lunch), and required travel time between worksites.

R. Board Certified Behavior Analysts (BCBA): The District will maintain a minimum level of BCBA FTE assigned out of the Department of Special Education based on a ratio of .5 FTE BCBA for each 2,250 student FTEs district wide.

S. Alternative Communication and Assistive Technology (ACAT): The District shall staff 1.0 FTE for the purpose of facilitating implementation of assistive technology in addition to the SLP and OT staffing in subsections L and M above. A portion of this FTE will be SLP services (.6 FTE) and a portion will be OT (.4 FTE) services. The split of FTE between SLP and OT may be changed after review by the parties in a Labor/Management meeting no later than March 15 each year.

T. 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.

U. 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.

Section 4B.2 – Class Size and Workload

Each week during September, the Human Resources Department, in conjunction with each building, will review and monitor student and staff counts. Additional certificated staff will be allocated as quickly as possible. The Human Resources director shall meet to review initial staff allocations and student counts with the Association by the eighth student day. Adjustments to staff allocation will be provided to the Association president weekly. Staff member allocations for each building, consistent with the above formulas, will be established within two (2) working days of the October state

enrollment count date of each year. Adjustments after that date will be determined monthly by the director of Human Resources consistent with the above formulas.

A. Principals, when making class assignments, will give consideration to factors which influence load, such as abilities and instructional techniques required. A principal, after consulting with school staff, may utilize a seven (7) hour teacher aide in lieu of one-half (1/2) a staff member from building allocation.

B. Inclusion Factor: Students in elementary self-contained programs (e.g., DHH, EBC, IAC, ILC) will be counted as 1.5 FTE for staffing. Schools shall reserve spots in general education classrooms at the appropriate grade levels in order to include these students and provide access to instruction with their general education peers.

C. 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.

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

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

1. 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 (student load at 99 for a four-period schedule and 132 for a five-period schedule) with individual class capacity limited to 35 students. PE classes will be at a student to teacher ratio of 38:1 (student load at 114 for a four-period schedule and 152 for a five-period schedule) with individual class capacity at 40 students. Integrated Health/PE classes in grades 6, 7, or 8 with at least 8 hours of Health content per semester will be at a student to teacher ratio of 33:1 (99 per day) with individual class capacity limited to 35 students.

2. Class size in middle and high schools with a six-period schedule will be at a student to teacher ratio of 29:1 (145 student load) with individual class capacity limited to 32 students. PE classes will be at a student to teacher ratio of 33:1 (165 student load) with individual class capacity limited at 36. Integrated Health/PE classes in grades 6, 7, or 8 with at least 8 hours of Health content per semester will be at a student to teacher ratio of 29:1 (145 per day) with individual class capacity limited to 32 students.

Section 4B.3 – Class Size Mitigation

A. Elementary Level: Student enrollment will be counted on October 1 for purposes of addressing class size overload. When a student is included in a general education classroom for .25 of the student day or above, the student shall be counted on both the general education and special education (e.g., DHH, EBC, IAC, ILC) teachers' rosters. Students who are pulled out of the general education classroom for instructional support are not deducted. Any combination or

split-grade class shall be at least one (1) student less than the equivalent regular class. Beginning on October 1 of each year the District will assign compensation or paraeducator hours to mitigate class size overload as indicated below. HSD will exhaust all practical options to maintain class size limits established by Section 4.16, Class Size and Workload, Paragraph C; however, if overloads are necessary to avoid balancing of students to another school the following applies:

1. One student over class size the teacher receives $10.00 per day for the extra student for each day that an overload of one student exists.

2. Two students over class size the teacher receives $15.00 per day for the extra two students for each day that an overload of two students exists.

3. Three students over class size the teacher receives $20.00 per day for the extra three students for each day that an overload of three students exists.

4. In extreme hardship cases, and after consultation with the HEA President, a teacher may agree to take a fourth student over class size, and the teacher will receive $25.00 per day for the four extra students for each day that an overload for of four students exists.

5. Prior to October 1, the building principal will consult with teachers anticipated to have counts two or three students over the class size limits regarding the option of paraprofessional support. If four or more teachers of those teachers (in increments of four teachers) would prefer to have one hour each of paraprofessional support in lieu of financial mitigation, that option shall be provided by the District. The District reserves the right to assign paraeducator time when and where necessary, provided that if more teachers are overloaded than paraeducator time is to be assigned, the most senior teachers may choose first whether to receive paraeducator time or financial mitigation.

    a. Additional paraeducator time will not be assigned after the initial allocation based on the October 1 count each year; however, paraeducator hours may be reduced if student losses eliminate class size overloads.

    b. If paraeducator time is assigned but the paraeducator is absent for more than 10 consecutive school days without a substitute, the teacher will be paid financial mitigation as above for the duration of the absence.

6. In the event two or more teachers share an elementary classroom that qualifies for class size mitigation pursuant to Section 4B.3.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

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 99 student load for a four-period schedule and 132 student load for a five-period schedule) with individual class limitations at 35. PE will be 38:1 (not to exceed 114 student load for a four-period schedule and 152

student load for a five-period schedule) with individual class caps at 40. Beginning on October 1 of each year the District will mitigate class size overload using the following:

1. 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.

2. Exceptions to individual class size will be mitigated by payment to adversely affected teachers of $2 per student over class limit (32, or 36 for PE) per day.

3. Exceptions to student load limits will be mitigated by payment to adversely affected 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).

4. Schools opting for an alternative schedule (block) will use the student load cap formula for mitigation.

Section 4B.4 – Advisory

Each secondary school shall have an Advisory program that adequately meets the four over-arching, district-wide outcomes of Personal Development, Social Development, Academic Development and College/Career Opportunities. No more than fifty percent of Advisory minutes may be dedicated to any one of these four outcomes.

Advisory structures and instructional supports shall be developed by the school's Shared Leadership Team (SLT), or a volunteer Advisory committee. Participation on a volunteer Advisory committee shall be open to all certificated staff members in the school. This work shall include making recommendations to the staff and principal on decisions such as, but not limited to: whether to assign graduation credit for Advisory, how many minutes per week to conduct Advisory, how Advisory will be used to support the implementation of Student Led Conferences, and the intended school-specific outcomes for the Advisory period. School based decisions about advisory must not adversely impact any other contractual obligations.

Advisory students shall be weighted at .25 FTE per Advisory period of 70 minutes per week. Student count may go over 145* up to 151 without mitigation, if the additional students above 145 are only due to Advisory.

*Adjustments of 6 student FTE shall be made to the student load for specified teaching categories outlined in current contract language, e.g.: Music, PE, Special Education, to allow for Advisory as specified above.

Advisory teachers will be provided with time, within contractual parameters, for Advisory planning/collaboration (e.g., administratively-directed Professional Collaboration Time (PCT), staff meeting time and/or other as determined by the SLT/Advisory committee). The District will ensure that an optional comprehensive curriculum is available for teachers to use to address the Advisory goals. This

curriculum shall include sets of daily lesson plans for optional use that address that are sufficient to support all four district-wide outcomes for Advisory.

Section 4B.5 – All Day Kindergarten

Each section will be assigned at least three hours of instructional assistant time.

Section 4B.6 – Special Education IEPs

All special education teachers, with the exception of B and C below, shall have a total of 1.5 hours of release time and/or compensation per student for every annual IEP conference and/or preparation.

A. Special Education Teachers: IEP compensation shall be paid as follows:

1. In September, each special education employee shall receive advanced payment for fifteen (15) hours of time at the extra-duty pay rate.

2. Staff will be paid on a monthly basis for any timely IEPs written in excess of ten (10). This is in addition to the September payment. Any out of compliance IEP of a new move-in student completed within 30 day validation window will be compensated. If an IEP deadline is not met due to extenuating circumstances beyond the staff member's control, the IEP case manager may submit a request for consideration of payment to the director of Special Education along with documentation and building administrator's signature. The request for consideration shall be submitted within 30 days of the IEP deadline and after IEP is completed. Reasonable requests will be honored.

3. Additional compensation may be granted for extenuating circumstances at the discretion of the director of Special Education.

4. Teachers of students in self-contained settings (ILC, IAC, EBC, CBS, DPK) will receive an additional 1.5 hours at the extra-duty pay rate for completed IEPs of students on their caseloads. Additionally, Integrated Kindergarten (IK) and Learning Resource Center (LRC) teachers will receive an additional 1.5 hours at the extra-duty rate for students on their caseloads whose completed IEPs required a Functional Behavior Analysis Behavior Intervention Plan (FBA/BIP) or a standalone Behavior Intervention Plan (BIP). This additional compensation will be provided in a lump sum payment at the end of the year for each qualifying IEP.

B. Nurses, Occupational Therapists, Physical Therapists, Speech-Language Pathologists and Vision Specialists

1. In September each Speech-Language Pathologist shall receive advance payment for thirty (30) hours of time per employee FTE at the extra-duty pay rate for participation and contributions to IEP goals and objectives. In September each employee in the other groups named above shall receive advance payment for fifteen (15) hours of time per employee FTE at the extra-duty pay rate for participation and contributions to IEP goals and objectives.

2. Staff will be paid on a monthly basis for any IEPs written in excess of ten (10). This is in addition to the September payment.

3. If an in-district IEP is not completed in time to qualify it for funding, the special education administrator will consult with the IEP manager to determine a plan to complete the IEP. If there is reasonable concern that it will not be completed in a timely fashion, then the District offer the IEP to another qualified staff member.

4. Additional IEP compensated time may be granted by the director of special education (but not to exceed .2 times the number of that employee's students with IEPs).

C. Adaptive P.E. Teachers: Adaptive P.E. teachers shall have a total of .50 hours of release time and/or compensation per student with an IEP to prepare for and/or attend annual IEP conferences. Release time will be from student contact hours. Substitute time shall be provided upon request of the employee. Additional IEP release time may be granted at the discretion of the director of instructional support services (but not to exceed .2 times the number of that employee's students with IEPs).

D. All IEP's shall be renewed annually. Teachers of early childhood education and secondary deaf and hard of hearing shall consult with the director of special education to determine the need for spring IEP's. In the event that the Special Education Department shall institute procedures for formal spring updates of IEPs, special education teachers shall have an additional half (1/2) hour per student for this purpose.

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.

Section 4B.7 – Elementary PE/Music Specialist

The following guidelines will be used to staff music (or art) and PE specialists in elementary schools:

FTE	Classes (maximum number)	Sections (range)	Teaching Minutes
1.0*	15	28-30	1350
.9	13.5	25-27	1215
.8	12	22-24	1080
.7	10.5	19-21	945
.6	9	16-18	810
.5	7.5	13-15	675

.4	6	10-12	540
.3	4.5	7-9	405
.2	3	4-6	270
.1	1.5	1-3	135

*1.0 staffing is allocated at 14.5 classes.

A. The number of elementary grade classes for which instructors receive their planning through class coverage will determine the overall FTE for Music and PE based on the chart above. A "Class" is defined as one homeroom teacher's class of students; a "Section" is defined as one class period. For the 2024-25 school year, FTE will not be allocated for self-contained DHH classes. Prior to February 1, 2025, the District and the Association will utilize the Labor-Management process to develop criteria for determining which classes require specialist coverage for planning as elementary schools phase in more inclusive service models.

B. A 1.0 FTE lead teacher works with up to 15 classes. 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), there are two options if each specialist is 1.0 FTE, as outlined below. If one or more of the specialists are less than 1.0 FTE at that building, please see Option "3" below. Notice shall be given to both HEA and the District HR department prior to any school implementing arts specialists in two different disciplines.

    1. Each specialist shall teach half of the students for one semester and the other half of the students for the other semester (two days per week in each case). Grades will be reported in March for the first semester group and in June for the second semester group. The number of sections and classes taught at any one time shall be consistent with the chart above. This is the "default" option and will be implemented if the arts specialists and building principal do not all agree to implement option b below for the subsequent school year.

    2. Each specialist will teach all students year round one day per week, rather than two. Participation grades only will be reported in November and March and both Content and Participation Grades will be reported in June. The building principal will provide two (2) hours of additional time at the November and

March grading periods, and three (3) hours at the June grading period, to address the impacts of completing grades for double the usual number of students. These added hours will be in the form of non-instructional time during the regular work-week, or through ESC if unable to provide time within the workday. The number of sections taught at any one time shall be consistent with the chart above, but the number of classes may be up to double the numbers in the chart. If the arts specialists and building principal all agree to implement this option, they must inform HSD Human Resources and the HEA President prior to the start of Spring Break.

3. In the event one or more of the arts specialists is less than 1.0 FTE, the arts specialists and principal will come to agreement about whether to follow option "1" and conform to the parameters of the chart above, or to follow option "2" and craft a one day/week schedule that accommodates the FTE of each arts specialist involved. If option "2" is agreed upon by all parties, a planned distribution of classes must be submitted to HSD Human Resources and the HEA President prior to the start of Spring Break, and it will be subject to approval by the HEA-HSD Labor-Management Team. The status of approval will be communicated back to school teams prior to the distribution of individual employment contracts.

G. Elementary PE, music and art Specialists will receive class size mitigation consistent with the provisions of Section 4B.3, applied based on the number classes they teach that exceed the class size limits outlined in Section 4B.2.

1. If 5-9 of the classes (10-18 sections) exceed the allowable class size limits, the teacher receives $10 per day.

2. If 10-14 (19-28 sections) of the classes exceed the allowable class size limits, the teacher receives $15 per day.

3. If all 15 of the classes (29-30 sections) exceed the allowable class size limits, the teacher receives $20 per day.

4. The preceding ranges will be pro-rated for teachers who are on a partial FTE contract.

ARTICLE 4C – LEADERSHIP AND PROFESSIONAL DEVELOPMENT

Section 4C.1– Shared Leadership Team (SLT)

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:

1. The exact composition of the team (number of members, representation, etc.) is to be determined by the staff.

2. Staff will determine the term of office of their leadership team.

3. 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.

1. 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 15 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.

2. 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.

3. 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:

1. Clarify the type of decisions that the shared leadership teams can actually decide upon.

2. Provide ongoing evaluation of the effectiveness of Shared Leadership.

3. 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:

1. 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 their budget requests, the building administrator or designee will provide a status report.

2. Discuss possible uses of District Initiative Days, per Section 11.2.C.

3. Implementation of Annual Action Plan.

4. Development of discipline referral system, per Section 3.4.B.6.

5. Coordinate staff presence at critical meetings, duties or events at school, per Section 4A.1.

6. 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 Sections 4A.4.A and 4A.2, respectively.

7. Develop, recommend, and review a system of equitable class coverage, per Section 4A.5.A.

8. Develop, recommend, and review a school safety plan, per Section 4A.12.Q.

9. Propose and hold a vote on a Secondary family/teacher conference plan, per Section 4A.8.B.2.

10. Determine use of leftover funds related to a lack of consensus for ELL Plan, per Section 4C.3.D.

11. Develop Advisory structures and instructional supports, per Section 4B.4.

12. 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.M and D.2.W, respectively.

13. Develop and review the building's protocol for providing translation and interpretation duties annually (See Section 3.14).

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.

1. 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.

2. 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.

Section 4C.2 – Central Office Specialists

Central Office Specialists will be selected through an application and hire process. This role is not eligible for the more simplified transfer process. Qualified applicants will be interviewed by a committee composed of administrators/designees and educator representatives. Educator representatives should include both central office and building-based staff. Employees displaced through Section 8.9 will not be appointed to a Central Office Specialist position except when required in order to preserve jobs and avoid a Reduction in Force.

Central Office Specialists will be hired in the context of four-year terms, with the following provisions:

A. Central Office Specialists 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.

B. No later than March 15 of the first year of a specialist's term, the specialist and their supervisor will have a conversation about whether the specialist 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 Specialist position will be posted for a new four-year term.

C. In the spring of the fourth year of a specialist's term, that specialist position will be re-posted, and the existing specialist may choose to re-apply for the position. If the existing specialist is selected, they will begin a new four-year term. If a new individual is hired, the exiting specialist will be reassigned for the subsequent school year using the "Priority Transfer" process.

Section 4C.3 – Multilingual English Learners – Elementary Schools

Elementary schools will serve the multilingual students (MLs) in their service areas who qualify for English Language Learning services. The District will provide timely and appropriate training in ML teaching methods, including initial training for new hires and transfers. The following applies to grades 1-5:

A. ELL Per Student Allocation (EPSA): The District will allocate $500 per multilingual student who qualifies for English Language Learning (ELL) services per year to elementary schools for use in an ML plan.

B. Staff Development of ML Plans: The staff and principal will collaboratively examine and discuss options for serving ML students. Schools are encouraged to decide on their plan for the following school year thirty days after receiving notice of their allocation but no later than the end of the school year. The District and Association may mutually agree to extend the timeline.

C. Staff Approval of ML Plan: Staff will choose its preferred plan by majority vote, using a secret ballot if desired.

D. Lack of Consensus for ML Plan: If agreement on an ML 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. All plans must observe the following parameters:

1. The EPSA may be used only for the following purposes: certificated FTE, certificated extra duty, classified classroom support, certificated professional development and classified professional development (no more than 4% of the EPSA may be used for other purposes).

2. Mandatory District training on ML teaching methods, including initial training for new hires and transfers will not be charged against the school's EPSA.

Section 4C.4 – Secondary Assessment Coordination

Each secondary school campus will identify an assessment coordination team. Counselors will serve as members of the building assessment coordination team. Building assessment coordination teams will identify a lead coordinator. Additional district-wide funding support will be $60,000. Building principals shall oversee the expenditure of the funds.

Section 4C.5 – 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. The District will maintain an annual, predictable, online calendar of professional learning opportunities available to staff, published each spring for the subsequent school year. 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.M) 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.

ARTICLE 5 – JUST CAUSE AND DUE PROCESS

Section 5.1 – Right to Due Process

A staff member will not be disciplined for an arbitrary or capricious reason. Discipline will be for just cause. The extent of any disciplinary action shall be in keeping with the seriousness of the infraction, and a process of progressive discipline shall be used. A process of progressive discipline includes written warnings, written reprimands or suspensions as appropriate to the infraction. The specific grounds forming the basis for formal disciplinary action will be shared with the staff member.

Section 5.2 – Weingarten Rights

A staff member, at their option, shall be entitled to have present a representative of the Association during any formal disciplinary hearing. This Section shall apply only to discipline by written warnings up to and including suspensions of staff members for infractions in matters not related to job proficiency or competency.

Section 5.3 – Notification of Complaint

A formal written complaint filed against a staff member will be promptly called to their attention within seven (7) school district business days of the filing. If not called to the attention of the staff member, such complaint may not be used as the basis for disciplinary action against the staff member.

ARTICLE 6 – EMPLOYEE PROTECTION

Section 6.1 – Personal Property Insurance

Each staff member will be provided with insurance or evidence of a specific reserve fund providing monetary protection for losses to personal property incurred during crisis situations, such as riots or mass demonstrations; provided such staff member is required to maintain order and discipline or protect school personnel, school property or students during the crisis situation. Such insurance or reserve fund shall pay up to five hundred and no/100 ($500.00) dollars for loss or damage to property of such staff member subject to a deductible of ten and no/100 ($10.00) dollars per claim.

A. Each staff member will be provided with insurance or evidence of a specific reserve fund providing monetary protection for damage incurred to personal property necessary to the instruction of students; provided such staff member receives written approval from the building administrator and takes reasonable security measures to safeguard such property while it is on campus.

B. Such insurance or reserve fund shall pay, as secondary coverage to any staff member's insurance policy, only up to five hundred and no/100 ($500.00) dollars for damage to covered property subject to a deductible of thirty and no/100 ($30.00) dollars per claim.

C. It is not the intent of the parties to cover clothing, automobiles and other such items which have utility outside the classroom. However, staff members may request special consideration if damage to these items has a direct relationship to the performance of their job responsibilities.

Section 6.2 – Liability Insurance

Each staff member will be provided with liability insurance protection provided the employee is acting within the scope of their duties. Such insurance will provide protection against loss by bodily injury, including corporal punishment, and property damage liability. This insurance will also include coverage against loss arising from teaching activities and personal injury. Teaching activities means acts or omissions of the staff member in connection with their occupation as a member of the District staff. Loss by personal injury includes false arrest, libel, slander, wrongful entry or other invasion of the right of private occupancy.

Section 6.3 – Supplemental L&I Insurance

Whenever a staff member is absent from school as a result of personal injury to the staff member caused by assault and battery by another person occurring in the normal course of the staff member's employment and in performance of their duties, the staff member will be paid the difference between full salary and state industrial insurance compensation for a period of such absence up to one (1) year from the date of injury and no part of such absence will be charged to sick leave. The District reserves the right to require an examination of the staff member by a physician designated by the District at District expense for the purpose of establishing the duration of disability.

A. A staff member who suffers a job-incurred injury and is eligible for state industrial insurance compensation may use accumulated sick leave credit in the amount

which, when added to the allowable state compensation, equals the regular salary or wages of the staff member.

B. That portion contributed by the District as it relates to a staff member's monthly salary shall be deducted from the staff member's accumulated sick leave. If the job-incurred injury is sustained while lawfully restraining another person in the normal course of the staff member's employment and in performance of their duties, and the employee has exhausted their sick leave, the staff member will be paid the difference between full salary and state industrial compensation for a period of up to six (6) months from the date of injury.

C. The District reserves the right to require an examination of the staff member by a physician designated by the District at District expense for the purpose of establishing the duration of disability.

Section 6.4 – Attorney Fees

As provided by law, whenever any action, claim or proceeding is instituted against a staff member of the District arising out of performance or failure of performance of duties for, or employment with the District, the Board may grant a request by such person that the prosecuting attorney and/or attorney of the District's choosing be authorized to defend said claim, suit or proceeding, and the costs of defense, attorney's fees, and any obligation for payment arising from such action may be paid from the District's general fund; provided, that costs of defense and/or judgment against such person shall not be paid in any case where the court has found that such person was not acting in good faith or within the scope of employment with or duties for the District.

ARTICLE 7 – GRIEVANCE PROCEDURE

Section 7.1 – Definition

A claim by a staff member, group of staff members, or the Association, hereinafter referred to as a "grievant", that there has been a violation of any provision of this Agreement may be processed as a grievance as hereinafter provided, so long as the dispute deals with the interpretation or application of the terms of this Agreement.

A. If a number of grievances are filed involving the same issue(s), the first such grievance filed shall continue to be processed as precedent and all similar grievances held in abeyance. When such grievance is resolved, the remaining grievants and the Superintendent, or designee, shall review the grievances held in abeyance in an effort to resolve them. If any such grievance cannot be settled on the basis of the precedent grievance, it shall be further processed in accordance with the grievance procedure.

B. Grievances will be processed as rapidly as possible with the number of days indicated at each step to be considered as mandatory maxima. Time limits under unusual circumstances may be extended by mutual consent.

Section 7.2 – Informal Grievance

A staff member will first discuss an alleged grievance with their immediate supervisor either privately or accompanied by an Association representative if desired. If the grievance is not thus resolved, a formal grievance may be filed (Appendix E). However, the exhaustion of this informal procedure is not a condition precedent in invoking the formal grievance procedure.

Section 7.3 – Written Grievance Procedures (Staff Members)

A. Step One: If the grievant wishes to file a formal grievance, they shall invoke the formal grievance procedure through the Association on the Grievance Form (See Appendix E).

1. The grievance form must specify the article and specific language, if possible, of the Collective Bargaining Agreement that has allegedly been violated.

2. A copy of the grievance form shall be delivered to the immediate supervisor. The building principal will be considered the "immediate supervisor" for staff members assigned to a particular school building. The "immediate supervisor" for itinerant staff members will be the administrator who is most closely responsible for matters pertaining to the alleged grievance. (If a staff member is in doubt as to whom the "immediate supervisor" is as it relates to the alleged grievance, the staff member may meet with the Superintendent or designee to make that determination.)

3. If the grievance involves more than one school building, it may be filed with the Superintendent or designee. A grievance not filed within fifteen (15) working days of the occurrence upon which the grievance is based or should have been known will be deemed waived.

4. Within five (5) working days of the receipt of the grievance the immediate supervisor shall hold a formal Step One conference with the grievant(s).

5. The immediate supervisor shall provide a written response to the grievance within five (5) working days following the Step One conference. The principal or immediate supervisor shall record the disposition on the grievance form, and the grievant and immediate supervisor will sign the grievance form. The signature of the aggrieved on the grievance form does not necessarily indicate agreement with the disposition but does indicate that they have read it. Copies of the signed response shall be distributed as follows: one copy each for the Association, the Superintendent or designee, immediate supervisor and the original to the grievant.

B. Step Two: In the event that the aggrieved is not satisfied with the disposition of the grievance at Step One, the aggrieved and/or representative may within five (5) working days following the dated disposition at Step One refer the matter, in writing, to the Superintendent or designee. The Superintendent or designee and the aggrieved will hold a formal Step Two conference within five (5) working days following receipt of the written Step Two request. If the individual so chooses, they may be accompanied by an Association representative. The Superintendent or designee shall provide a written response to the grievance within five (5) working days following the Step Two conference. Copies of the response shall be distributed to the grievant, the Association, and the immediate supervisor.

C. Association Written Grievance - Filing Step: Grievances which the Association may have against the District, limited as aforesaid to matters dealing with the interpretation or application of terms of this Agreement, shall be commenced by filing the Association Grievance Form (Appendix E) with the Superintendent or designee. A grievance not filed within fifteen (15) working days of the occurrence upon which the grievance is based (or fifteen [15] working days of when the occurrence is or should have been known) will be deemed waived. The Superintendent and the Association will have five (5) working days from the receipt of the grievance to resolve it.

Section 7.4 – Mediation

If the Association is not satisfied with the disposition of the grievance at Step Two, or the Association Filing Step, or if no written decision has been received from the District within the time limits prescribed in Step Two or the Filing Step, then the grievance may be referred to mediation at the option of the Association.

A. The District and the Association must mutually agree to submit a grievance to mediation. The Association must notify the District in writing within five (5) working days of the conclusion of Step Two or Filing Step of the Association's desire to refer the grievance to mediation. The District shall respond to the Association whether or not the District agrees to the mediation of the grievance no later than three (3) working days after receipt of the Association's written request.

B. Within five (5) working days following the agreement of the District and the Association to mediate the grievance, the Association shall so notify Mediation Research and Education Project, Inc. (MREP). MREP shall schedule a mediation

conference at the earliest possible date. Mediation conferences will take place at a mutually convenient location and time.

C. There shall be one (1) person from each party designated spokesperson for that party at the mediation conference.

D. The mediator will have the authority to meet separately with either party, but will not have the authority to compel the resolution of a grievance.

E. The presentation of facts and considerations shall not be limited to those presented at Step Two, or the Association Filing Step, of the grievance procedure. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed.

F. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one (1) copy of the written grievance solely for the purposes of statistical analysis.

G. The fees and expenses of the mediator shall be shared equally by the parties.

H. The parties agree upon the following rules for mediation:

1. Notification of the intent to mediate a grievance should be made to the Mediation Research and Education Project, Inc. (MREP).

2. The MREP will schedule a mediation conference as soon as possible upon receipt of notification of a grievance or grievances to be mediated.

3. The MREP will appoint a mediator from a panel consisting of neutrals formally trained in the process of grievance mediation.

4. The MREP will notify the mediator of their appointment and determine their willingness and ability to serve.

Section 7.5 – Arbitration Procedure

A. If no settlement is reached in Step Two of the Staff Member Written Grievance or the Filing Step for the Association Written Grievance, or mediation, the Association, at its option, may make a request for arbitration, in writing, within fifteen (15) working days following the Step Two disposition or Filing Step disposition or after mediation.

B. In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as arbitrator, nor may the mediator be placed on any panel from which an arbitrator is to be selected by the parties. In the arbitration proceedings, there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by

either party for the first time in the mediation conference may be used against it in arbitration.

C. For each case that reaches arbitration, the parties will attempt to agree on an arbitrator to hear and decide the case. If the parties are unable to select an arbitrator within fifteen (15) working days, they shall jointly request the Federal Mediation and Conciliation Services (FMCS) to submit a panel of seven (7) arbitrators. When notification of the names of the panel of seven (7) arbitrators is received and if the parties cannot mutually agree, the parties in turn shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbitrator. The right to strike the first name from the panel shall be determined by lot.

D. Arbitration proceedings shall be in accordance with the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Services (FMCS) unless the parties mutually agree to deviate from said rules.

1. The arbitrator shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbitrator deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days (unless mutually extended) of the closing of the record.

2. The arbitrator shall be authorized to rule and issue a decision in writing on the issue presented for arbitration which decision shall be final and binding on both parties.

3. The arbitrator shall rule only on the basis of information submitted consistent with the procedural rules adopted.

4. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance. The parties may offer such evidence as they desire and shall produce such additional evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. The arbitrator shall be the judge of the relevancy and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of the arbitrator and all of the parties except where any of the parties is absent in default or has waived their right to be present.

5. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.

6. The District and the Association shall, by mutual consent, fix the amount of compensation to be paid for the services of an arbitrator. The Association and the District shall split the compensation of the arbitrator including necessary expenses.

7. The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic costs.

Section 7.6 – Resolution

A. All decisions arrived at under the provisions of this Article 7, by mutual agreement between the representatives of the District and the Association, or by the arbitrator, shall be final and binding upon both parties; provided, however, in arriving at such decisions neither of the parties, nor the arbitrator, shall have the authority to alter, amend, modify or change this Agreement in whole or in part.

B. Grievance claims regarding retroactive compensation shall be limited to the work year in which the cause of the grievance occurred; provided, however, that this limitation may be waived by mutual consent of the parties.

C. Once a grievance is filed it shall be processed to resolution. The signing of any grievance by any staff member or representative of either the District or Association shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitral issue or is properly subject to the grievance machinery under the terms of this Article.

D. If an individual staff member has a personal complaint which they desire to discuss with the supervisor, they are free to do so without recourse to the grievance procedure. However, no formal grievance shall be adjusted without prior notification to the Association and an opportunity for an Association representative to be present at that adjustment and to make known the Association's views, nor shall any such adjustment be inconsistent with the terms of this Agreement.

E. No reprisals of any kind will be taken by the Association or the District against any staff member because of their participation or non-participation in the grievance procedures provided for herein.

F. All documents, communications and records dealing with the processing of a grievance shall be retained by the District Human Resources Department in a separate grievance file.

Section 7.7 – Adjusting Time Limits

The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the individual or Association to proceed with a grievance within the times hereinbefore provided shall result in the dismissal of the grievance. Failure of the District or its representatives to take the required action within the times provided shall entitle the individual or Association to proceed to the next step in the grievance procedure.

Section 7.8 – Scheduling

All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to

attend to be present, including any and all witnesses. Grievants shall suffer no loss of salary or other benefits for time spent as a hearing witness.

Section 7.9 – Limitation

Disputes relating to statutory adverse effect, non-renewal and discharge shall not be subject to the provisions of this Article. In addition, this Article is limited with respect to evaluations as noted in Section 10.11, Staff Evaluation. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

Section 7.10 – Conflict Resolution

Recognizing that not all conflicts within worksites constitute a contract violation/grievance, the District and Association share a commitment to building healthy work environments through positive conflict resolution protocols which resolve concerns at the level closest to the origin. HEA members, HEA leadership, and District leadership will utilize a progressive approach to problem-solving. Annually by October 1, the District and Association will publish an agreed upon Conflict Resolution Flowchart to be followed when solving problems between staff members and/or between staff and administration. The flowchart will include reference to the grievance process outlined in this Article as well as steps to follow in order to address interpersonal and/or leadership conflicts.

ARTICLE 8 – PERSONNEL ACTIONS

Section 8.1 – Individual Employment Contracts

A. Annually, The Highline School District, Board of Directors shall contract with each employee for the employees' employment with the District. This contract shall conform to state law, Washington Administrative Code, Rules and Regulations of the State Board of Education, policies of the Employer, and this Agreement.

B. The District may issue individual employee contracts prior to the end of the school year. In the event negotiations for the ensuing school year have not been completed, individual contracts will include a rider which states, "The terms of this individual employment contract shall be subject to amendments and adjustments to conform to applicable terms of a collective bargaining Agreement subsequently executed by the Board of Directors and the Highline Education Association for the ensuing year and applicable policies lawfully adopted thereafter by the Board of Directors".

C. Contracts must be signed and returned by the employee within fourteen calendar days of date of issuance. If not signed and returned by the staff member by that date, said contract will be presumed to be rejected and the employment relationship shall be severed unless other arrangements have been made through the Human Resources Department.

D. Signed contract shall be binding on the District and on the employees and may not be abridged or abrogated during its term by either party except by mutual consent or as may be provided in this Agreement or in the Employer's Policy.

E. Employees may request "release from contract" in writing with justification for the requests, however, the District Board of Directors have every right to hold employees to their contracts and the Board will do so unless extreme and unpredictable circumstances are properly documented.

Section 8.2 – Extra Duty Contracts

A. Staff members may be offered an extra-duty contract for duties beyond the individual's appointment. When awarding extra-duty contracts, the District will give preferential consideration to in-district applicants who meet the selection criteria.

B. Normally, an employee's decision to decline an extra-duty contract offer will not result in reassignment. However, employees assigned as band directors, choral directors, counselors, consultants, psychologists, librarians, social workers, student placement specialists, environmental education specialists, and specified vocational teaching personnel who decline an extra-duty contract offer associated with their assignment may be reassigned by the District. Similarly, teachers who decline extra duty contract offers (debate, drama, journalism, annual and outdoor education) may be reassigned by the District at its option if the teacher's assignment is to a class where such extra duty is an essential part of the class.

C. Prior to the end of the school year, supervisors will inform staff members who have accepted extra-duty contracts for department chairperson, drama, band, chorus, annual, journalism and debate if they are to be offered such contracts for the

ensuing school year. If there is a change in such extra-duty contracts, the staff member involved will be notified as soon thereafter as possible. A reasonable effort shall be made to provide notice of extra-duty contract awards in writing prior to the beginning of each school year.

Section 8.3 – Assignment of Certificated Staff

Assignment as used in this Agreement shall mean a declaration by the District that an employee is to perform the duties and tasks required by a specific position or positions covered by this Agreement.

A. The Director of Human Resources is responsible for assignment declarations to buildings or sites (based on location codes). Building or site administrators are responsible for assignment declarations to specific positions. Due to unexpected resignations, retirements, leaves of absence and other unforeseen circumstances (such as variances in enrollment projections and actual enrollment) building or site administrators may have to change position assignments within the building or site multiple times between the last day of the school year and the first day of the new school year. In order to make the annual transition as stress free as possible building or site administrators will consult with their staffs concerning staff assignments (noting subjects and/or grade levels preferred by each employee) for the next school year. Prior to the end of each school year building administrators will make a reasonable effort to determine projected staff assignments and make this information available to the staff; if it is determined that assignments must be changed, the affected staff members will be notified as soon thereafter as possible.

B. To assure that students are taught by employees working within their areas of competence, employees shall be assigned to subjects, grades, and classes in accordance with the provisions of WAC 181-82-105 through WAC 181-82-135 and any implementing instructions issued by the Washington State Professional Education Standards Board or the Office of the Superintendent of Public Instruction. Employees shall be notified of their specific assignments for the following school year as early as practicable.

C. At least fourteen (14) calendar days prior to the beginning of the school year, each staff member shall be notified by the immediate supervisor of their assignment in writing; and, where applicable, the notification will include the position, building, room or rooms, grade level or class subjects, and/or other pertinent facts concerning the assignment. If it is determined that a change in an assignment must be made, the staff member will be notified in writing as soon thereafter as possible.

Section 8.4 – Announcement of Vacant Position(s) Available for Assignment

Vacant positions (or anticipated vacant positions) will be announced on the District's website. When a position becomes available, the posting will be done simultaneously to the building/program. Position announcements will include:

A. Location of the vacant position

B. Full time equivalency (FTE) of the position

C. Type of position (temporary or continuing)

D. Type of contract for the assignment (continuing or replacement)

E. Specific minimum qualifications for assignment (certification and endorsements)

F. Desired qualifications for assignment (experience, knowledge, skills and abilities)

G. Proposed starting date for the assignment

H. Closing date for receipt of applications

I. Vacant positions (or anticipated vacant positions) that require assignment of certificated staff with hard-to-fill endorsements or require multiple teachers with the same endorsements identified after June 15 (or the end of the school year whichever is the latest date), but prior to October 1 do not have to be announced prior to declaration by the District that the position has been assigned (by transfer or new hire) to a specific person.

J. Vacant positions (or anticipated vacant positions) identified after October 1 but prior to June 15 (or the end of the school year whichever is the latest date), will be announced on the District website for a minimum of five days prior to declaration by the District that the position has been assigned to a specific person.

K. Administrators will use building/program hiring teams whenever possible.

Section 8.5 – Announcement of Extra Duty Position(s) Available for Assignment

A. In-Building Extra Duty Positions: All available in-building extra duty positions will be posted in-building for five work days. In the event available in-building extra duty positions are not filled by in-building staff the building administrator my elect to cancel the position or post the position on the District website for District employees. Candidates will be considered based on the job description/selection criteria indicated in the notification.

B. In-District Extra Duty Positions: All openings for cheer advisor, summer school (regular and extended school year), and or other in-district extra-duty positions shall be posted in the same manner as regular position vacancy announcements. Applicants for such positions shall be notified of the actions taken regarding their applications.

C. Positions held by persons not under contract shall be subject to yearly posting.

Section 8.6 – Job Sharing

Job shares shall be considered from certificated employees who have indicated to the District, in writing, their desire to share an assignment for the school year. HSD will determine the number of job-sharing positions. HSD will approve a request to create a job-sharing position in a position currently held by one employee, or vice versa, if the arrangement has the support of the building administrator.

A. Job share is limited to two employees sharing one full-time (1.0 FTE) position.

B. Responsibilities of an assignment will be divided and/or allocated according to a plan designed by the certificated employees with the approval of the building administrator.

C. In the event that a long-term replacement is required for one of the employees in a job-share position, due to illness or injury, the District will offer the other certificated employee that portion of the position, prior to hiring a long-term substitute.

D. Employees in a job share assignment may, with the approval of their supervisor, arrange their responsibilities to accommodate a job-share partner's absence. Job share partners may also substitute for one another at the substitute rate of pay.

E. Job share employees wishing to continue their shared assignment for the following school year must have a job share partner no later than May 1. In the event that a job share partner is not determined by May 1, the existing job share employee must decide to:

1. apply to work in the assignment full time,

2. take leave from their current contract, if eligible,

3. accept reassignment, or

4. resign.

In the event that one job share partner resigns and is released from contract prior to the start of school, the remaining job share partner and the building principal will have at least ten (10) working days to find a job share partner before the remaining job share employee must choose one of the four (4) options above.

Section 8.7 – Transfer of Assignments

Transfer of assignment is the movement of an employee (voluntarily or involuntarily) from an assignment at one District site (established by “location code”) to a vacant position at another site (a different location code) within the District. When filling vacancies by transfer (voluntarily or involuntarily), the District will consider federal and state highly qualified teacher requirements, program needs, experience, academic preparation, and seniority. Staff members who are currently employed by the District will be given first consideration for full-time or part-time positions for which they qualify by training or experience and may be considered for extra duty contracts. Principals/Supervisors will assist less than full-time employees who desire to increase to or towards full-time employment.

Section 8.8 – Voluntary Transfer

An employee interested in a transfer of assignment will submit a written request to the Human Resources Department as early as practicable, but no later than June 30, stating as specifically as possible the desired transfer, including preferred subject(s), building(s), and grade level(s). Requests for transfer will be kept on file for consideration until the beginning of the next school year. Employees are encouraged

to submit cover letters and up-dated resumes, but no employee shall be required to provide these documents or update applications in order to apply for a transfer.

A. Prior to the beginning of each school year, vacancies determined by the Employer to exist for the ensuing school year may be filled by transfer of qualified in-district employees or out-of-district applicants. Hiring officials must consider all in-district requests for transfer and will select the most qualified person based on program needs, experience, academic preparation, affirmative action and seniority, as provided above, for the assignment; if more than one applicant is judged by the District to be equally qualified and best suited for the position, the applicant with the greater seniority shall be appointed to the position. In the event an applicant is selected over a senior employee, the senior employee may request that the reason(s) for the bypass be put in writing.

B. All teaching vacancies that occur after October 1 and prior to June 15 (or the end of the school year whichever is the latest date) will be posted as early as possible, but no less than 5 work days prior to declaration by the District that the position has been assigned to a specific person. During the school year, employees requesting transfer will, as practicable, receive first consideration for vacancies before new employees are hired.

C. The District will provide the HEA with a list of individuals requesting transfers, individuals returning from leave, surplus individuals as of April 15 and periodic updates on the status of these employees. The District will also provide a list of current vacancies.

D. Employees requesting transfer will be notified, in writing, of the disposition of their requests. An employee may elect to meet with a Human Resources Department representative regarding transfer requests.

E. An employee who receives a voluntary transfer shall not be eligible for another voluntary transfer for the balance of the school year plus one additional year.

F. After ten (10) consecutive years in a building, a staff member shall receive two (2) days pay at per diem as an incentive when transferred.

G. To facilitate opportunities for earlier career teachers to have more stability in their worksites, the District will open an early volunteer transfer process consistent with language above no later than March 15 of each year. An outline of this process will be shared with all HEA-represented employees no later than February 15 of each year.

Section 8.9 – Involuntary Transfer/Displacement

A. Administrative Transfer: When, in the judgment of the District, the best interests of the educational program will be served by a transfer of an employee, the transfer will be made after a conference between a Human Resources Department representative and the employee involved. Employees administratively transferred cannot be administratively transferred again for two years except by mutual agreement between the District and the affected employee.

B. Building or Program Excess: Positions, a position or a part of a position may be declared excess by the District when the positions, position or part of a position is no longer needed due to economic reasons, levy failure, loss of state or federal funds, declining enrollment in a building and/or program or insufficient course enrollment or a combination of these factors.

1. When building or program staff allocations are reduced and attrition will not alleviate the situation, the total building or program staff shall be surveyed to determine if there are any volunteers for transfer.

2. If displacements result from "position excess" due to a drop of program funds or enrollment, the employee(s) selected for such transfer shall be the employee(s) with the least seniority, who have the specific endorsement adversely affected by the reduction in staff allocations can be transferred and maintain all essential elements of the school's total educational program (for example, the most junior teacher at an elementary school may be a teacher who has an ELL and K-8 endorsement; if the reduction is in regular education and there are no other teachers in the school who have the ELL endorsement the next junior teacher with a K-8 endorsement would be selected for involuntary transfer).

3. Teachers with a provisional continuing contract in their first two years of teaching in Washington State are exempt from displacement for building or program excess, unless there are no other teachers with the same certification and endorsements.

4. In the event two or more employees have the same seniority ranking, their rankings will be determined by experience at their current site. In the event two or more employees have the same seniority ranking after applying site experience, all employees so affected will be ranked in accordance with the total number of education credits earned after the BA Degree as documented in their personnel files.

5. The immediate supervisor shall notify in writing a staff member whose position was declared excess as soon as such is determined.

C. In the event a school is closed, employees to be reassigned shall have an opportunity to list preferences, in writing, and shall be given preference in consideration for reassignment in accordance with the best interests of the educational program, as determined by the District. An employee may elect to meet with a Human Resources Department representative regarding reassignment priorities.

D. Every effort will be made to assure that no employee will be involuntarily transferred more often than once during any two consecutive-year period, even if that employee is the least senior.

E. The Employer may provide the involuntarily transferred employee the opportunity to visit schools where vacancies exist.

F. In making the initial placement and for two (2) years thereafter, employees involuntarily transferred shall have preference over employees seeking voluntary transfer and reassignment.

Section 8.10 – Lack of In-Building Assignment to Extra Duty Contract Position

Should an extra-duty contract position not be filled by building staff (Section 8.2, paragraphs A, B, or C), and after district-wide posting an in-district employee is selected, the selected in-district employee may voluntarily transfer from their assignment to the new building to fill the vacant extra-duty position. This voluntary transfer may trigger an involuntary transfer of an excess employee from the building. Building staff members will be considered for involuntary transfer pursuant to the following guidelines:

A. Employees who, during their first year at the building held one or more contracted extra-duty positions and currently are not contracted to any extra-duty positions nor are expected to be awarded such a contract shall be considered first for involuntary transfer.

B. Employees who, during their first year at the building did not hold an extra-duty contract but subsequent to their first year at the building were contracted for extra-duty positions and currently are not expected to be awarded such a contract, shall be considered second for involuntary transfer.

C. Employees, who, during their tenure at the building have never held an extra-duty contract nor are expected to be awarded such a contract, shall be considered third for involuntary transfer.

D. Employees who have two or fewer years in the building and were appointed to the building following a surplus of their prior position or because they were displaced from a prior building pursuant to Section 8.9.B shall not be transferred.

E. The least senior staff member within a given category (A, B, or C above) whose instructional subject area is similar to the individual awarded the extra-duty contract shall be selected by the District for involuntary transfer unless it is determined by the District that a school's program or a particular departmental position cannot be adequately filled by any senior staff member within the category.

Section 8.11 – Return from Leave

A. Individuals whose leaves have expired and wish to return to work and are otherwise eligible to return to work shall be assigned to a position for which they are qualified through training and/or experience. Individuals in the re-employment pool shall be governed by the provisions of Article 9 and shall be considered after staff members for vacant positions.

B. HEA President shall have the option to return to original assignment if desired.

ARTICLE 9 – LAYOFF AND RECALL

Section 9.1 – Procedures for Staff Reduction

In the event the Board of Directors adopts a reduced educational program because of financial necessity or modifies the educational program, those staff members who will be retained to implement the District's reduced or modified program and those staff members who will be terminated from employment or adversely affected in contract status will be identified by using the procedures contained in this Article.

Section 9.2 – Procedures for Development of a Reduced Program

The District will review all programs and services to be provided by the District and establish priorities for program and service reductions in such a fashion that the classroom instructional program will be maintained to the fullest extent feasible. Program modifications may vary among programs depending on funding levels of particular programs and particular needs of students as long as such modification in total are proportional to the reduction required by the emergency and the District has maintained uncommitted cash reserves at a maximum of three percent of the general fund budget.

Section 9.3 – Notice to Association

The District will submit notice and a preliminary staffing reduction plan to the Association by April 15 of any school year in which a reduction in force for the ensuing school year is contemplated. At least two (2) meetings will be scheduled with the Association to discuss the reduction plans, to hear its professional judgment, and to consider alternative proposals. These meetings are to be completed by May 1.

A. The District will determine, as accurately as possible, the total number of projected losses (retirements and resignations) as of May 1. These losses will be taken into consideration in determining the number of available positions for the following school year.

B. Individuals on leave who notify the District of their intention to return to work for the ensuing school year from a Sabbatical, Educational, Health or Other Leave before May 15 will be considered for retention pursuant to Article 9 (Layoff and Recall).

Section 9.4 – Procedures for Final Notification of Program and Reductions

Prior to May 15, the District will complete public hearings and will adopt a final program plan for the ensuing school year. The District will forward a copy of the plan to the Association.

Section 9.5 – Seniority

Seniority is defined as length of contracted certificated service with the District as of the employee’s first working day, provided that any employee shall be granted full seniority credit for each year or portion thereof for contracted certificated experience from any public school district(s) in the State of Washington. Less than a full year of experience shall be computed as the actual number of days contracted by a district(s)

excluding substitute service unless performed under a continuing contract and one hundred and eighty-five (185) actual days will equal a school year.

A. The District will provide to the Association and post in each school building by March 1 of each year a seniority list of all contracted employees within the bargaining unit excepting temporary contract employees. The list shall be from highest to lowest seniority and will list all endorsements.

B. This list shall be open for 14 calendar days for changes, addition, or proof of error. If no written protest is filed within the 14 calendar day period by an employee or the Association on behalf of a named employee, the list shall be final and binding as to such employees who fail to protest. If a protest is filed, the protest shall be considered by the District, whose decision shall be rendered within 14 days.

Section 9.6 – Tie Breakers

A. Seniority with the District: In the event two or more employees have the same seniority ranking (as defined in Section 9.5), all employees so affected will be ranked in accordance with the total seniority as contracted employees with the District.

B. College Credits: In the event two or more employees have the same seniority ranking after applying the above provisions, all employees so affected will be ranked in accordance with the total number of education credits earned after the BA Degree as included as part of the employee's school district record on March 1 of the current school year.

C. Determination by Lot: In the event two or more employees have the same seniority ranking after the application of 9.6.A and 9.6.B, all employees so affected shall be entered in a drawing by lot to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will allow affected employees and the Association to be in attendance.

Section 9.7 – Definitions

A. College Preparation: All candidates shall have completed a state approved college/university preparation program in the professional field for which certification is to be issued. Candidates shall hold appropriate degrees, licenses, and additional course work as prescribed by state and federal requirements. Out-of-state candidates will be required to submit all required documentation to the Office of the State Superintendent of Public Instruction (OSPI) to obtain valid Washington State certification as appropriate for assignments and levels they wish to instruct.

B. Classroom Assignments: In addition to holding teaching permits or certificates as required by RCW 28A.410.025, all teaching assignments shall be in accordance with WAC 181-82-105. Exceptions to this assignment policy will be granted as outlined in WAC 181-82-110.

Section 9.8 – Reduction in Force Procedures

In the event it becomes necessary to apply a reduction in force, the following procedure will be implemented

A. The Association President and President Elect shall be exempt from non-renewal.

B. Retention of staff will be made by employment contract rights, seniority among employees who have the required college preparation, certification and endorsement(s). The Association will be provided verification of program staffing by the District through the Executive Director for Human Resources.

C. Employees who have 1.0 FTE contracts and are assigned to full-time teaching positions shall be first assigned to all full-time teaching positions consistent with their individual seniority, college preparation, and endorsement(s). All employees who have 1.0 FTE contracts and are assigned to full time teaching positions shall not be obligated to accept any part-time teaching position, but they may be offered such a position in lieu of layoff and they may choose to accept such a position on a voluntary basis. In the event an employee with a 1.0 FTE contract accepts a part time position the employee will resign that portion of their employment contract necessary to ensure that their employment contract FTE is equal to the part time position FTE.

D. Employees who have less than 1.0 FTE contracts and are currently assigned in part-time teaching positions shall be assigned only to part-time teaching positions based on their individual seniority, college preparation, and endorsement(s). Employees who have less than 1.0 FTE contracts shall not be assigned to any part-time teaching position unless such a position is equal to or less than their employment contract FTE and has been declined by all employees (employees with 1.0 FTE contracts or employees with less than 1.0 contracts equal to or greater than the position FTE) with greater seniority where college preparation and endorsement(s).

E. The Employer will take official action related to nonrenewal of employment contracts in accordance with state laws and regulations.

Section 9.9 – Recall Procedure

All employees employed under the jurisdiction of this Agreement for whom a position is not available shall be placed in the employment pool and shall be eligible for employment in any vacancy covered by this Agreement which thereafter occurs for which the employee is qualified using the same criteria for qualification as is used in this provision for determining the employees who will be retained.

A. All certificated employees will be retained in the employment pool until they are re-employed on a continuing contract or until May 15 of the school year following the year in which they receive notice of probable cause.

B. Individuals not employed before the beginning of the next school term shall, upon application, be placed on the substitute teacher roster.

C. Individuals in the employment pool shall be responsible for notifying the personnel office of a telephone number and mailing address through which they can be reached.

D. Individuals will be contacted by telephone or in writing to be offered re-employment and must respond by the end of the second business day following the receipt of the offer.

E. The Employer will mail to the employee confirmation of acceptance or rejection of the offer by the employee. If the employee cannot be located or mail cannot be delivered within five (5) calendar days, or if the employee fails to notify the Employer within forty-eight (48) hours of their acceptance or rejection of the offer, the employee shall be dropped from the employment pool.

ARTICLE 10 – EVALUATION FOR OTHER CERTIFICATED STAFF

Section 10.1 – General Information

In accordance with RCW 28A.405.100, evaluation will be conducted as follows for certificated staff members who are not classroom teachers and are employed under a continuing provisional or a continuing contract with the District. This includes, but is not limited to ESAs, counselors, librarians, Media specialists, TOSAs, Instructional Coaches, Curriculum Specialists, and other bargaining unit members who do not work with a regularly recurring and specifically defined group of students. Certificated staff who are classroom teachers will be evaluated under the Professional Growth & Evaluation System, as defined in another section of this agreement. Because of the differences in responsibility of staff members, practical methods of evaluation will be implemented which are appropriate to the position being evaluated.

A. The staff member's immediate supervisor will be responsible for the staff member's evaluation. The immediate supervisor will be determined by the organization plan of the District. Any staff member responsible to more than one (1) supervisor will be evaluated on a single evaluation form and will be notified in writing by October 1 who the evaluator will be. Employees hired after September 15 will be notified in writing within fifteen (15) working days of employment.

B. All staff members shall be evaluated in accordance with the criteria appropriate to their assignments, (Appendix A). Comments in narrative form for each criteria must be made by the authorized evaluating individual. Only the appropriate District evaluation forms may be used to document the evaluation. Copies of each of the various District evaluation forms shall be provided to the Association prior to printing such forms. The copies shall be reviewed by the Association and, if found to be consistent with this Article, the forms shall be accepted by the Association.

C. Academic coaches are non-supervisory staff who support the improvement of instructional practices in order to improve student achievement. Academic coaches will not be consulted in the performance and/or evaluation of other HEA members.

D. HEA members will not evaluate other HEA members.

E. Evaluations shall be filed in the staff member's personnel file at the District Human Resources Department.

F. Evaluations will be made as follows:

1. All staff members, including new staff members, shall be evaluated annually. Such evaluations shall follow the procedure for annual evaluations as outlined below and shall be submitted to the Human Resources Department no later than August 1 of the year in which evaluation takes place.

2. Employees who resign or retire during the school year may choose to have a final evaluation.

3. If a staff member is transferred to another position not under the current supervisor's jurisdiction, an evaluation shall be made by the current supervisor

at the time of the transfer provided, however, that if the staff member has worked less than nine (9) weeks for the supervisor prior to the transfer, no evaluation need be made.

4. An overall rating of "satisfactory" or "unsatisfactory" shall summarize the evaluation.

Section 10.2 – Short Form Evaluation

After an employee has four (4) years of satisfactory evaluations under the current regular evaluation process as outlined in this Article, the immediate supervisor may use a short form of evaluation. The short form evaluation shall not be used as a basis for determining that an employee's work is unsatisfactory under Sections 10.5 and 10.6 of this Article, nor as probable cause for non-renewal of an employee's contract under RCW 28A.405.210. An employee or evaluator may request that the regular evaluation procedure be conducted in any given school year. The evaluator shall choose one (1) of the (2) options below for the short form process:

A. One (1) thirty (30) minute observation during the school year with a written summary.

B. Two (2) observations during the school year totaling sixty (60) minutes. A final annual written evaluation, based on the criteria in Appendix A, summarizing both observations is to be given to the employee after the second observation.

Section 10.3 – Observations

A. All staff members newly employed by the District shall be observed for the purpose of evaluation at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment.

B. For the purpose of the regular evaluation procedure (long form), each staff member shall be observed at least twice each school year. One such observation shall occur prior to January 1 and another following January 1. Total observation time for each staff member for each school year shall not be less than sixty (60) minutes and one (1) of the observations shall be at least twenty (20) continuous minutes. A series of brief observations conducted within a period of ten (10) working days may be a single observation.

C. In addition to the observations required under Section 10.3, Paragraphs A and B above, supervisors may make additional observations at any time during the school year, following the procedures outlined in paragraph E below, with the exception that a post-observation conference is optional.

D. Observations for a short form evaluation shall be in accordance with Section 10.2, paragraph B above.

E. The supervisor or other designated evaluator shall promptly document in writing each observation and shall provide the staff member with a copy thereof within three (3) working days of such documentation having been prepared, but no later than five (5) working days after the observation. If areas of deficiency are noted, suggestions for improvement shall be included in the written report. A post-

observation conference shall be held within ten (10) working days after the required observations. The staff member shall sign and date the observation report to indicate that they have seen the report. The staff member's signature on the observation report does not necessarily imply agreement with the contents thereof.

F. Evaluators will take into consideration the extent to which individual assignments include several subject areas. The distribution of observation time should reflect the major and minor areas of the assignment. The actual allocation of time spent in observing a staff member with a mixed subject matter preparation assignment shall be recorded by the supervisor on the evaluation form.

Section 10.4 – Procedures Applicable to Annual Evaluations

By October 1 or within thirty (30) days of employment, the District will provide each staff member with a copy of the evaluative criteria appropriate to the staff member's assignment (Appendix A). The staff member may request a conference with the supervisor to discuss the evaluative criteria prior to the first observation.

A. The evaluation of a staff member's performance shall be based upon the direct observation of the staff member's assignment by the immediate supervisor or designee as provided in Section 10.3 above and/or verified factual information.

B. If an immediate supervisor becomes a party to information that could affect a staff member's evaluation, such information cannot be used on the evaluation unless the immediate supervisor has verified the information by either subsequent direct observation or investigation that verifies the information to be accurate and factual, and has brought it to the staff member's attention at the time the supervisor determines that there is a potential problem.

C. Following the completion of an annual evaluation, a meeting shall be held between the supervisor and the staff member between May 1 and June 15 or the last day of school, whichever is earlier, to discuss the evaluation reports and, if appropriate, to jointly develop a plan for growth in professional effectiveness.

D. The staff member shall sign the evaluation report to indicate that they have seen the report and has discussed its contents with the supervisor. The staff member's signature on the evaluation report does not necessarily imply agreement with the evaluation.

E. The staff member shall be given a copy of the evaluation report. All evaluation forms shall be submitted to the Human Resources Department no later than August 1 of the year in which the evaluation is made.

F. Following completion of an evaluation, the staff member shall have the option of responding in writing to the supervisor's evaluation. Any such written response shall be submitted within a reasonable period of time from the receipt of the evaluation or the evaluation conference, whichever is later to the supervisor for signature and shall then be forwarded to the District Human Resources Department for inclusion in the staff member's personnel file. The failure of the staff member to elect to submit a response to an evaluation shall not be interpreted to indicate agreement with the evaluation.

Section 10.5 – Need for Improvement – Non-Provisional Employees

Should the evaluation process reveal the need for improvement in one (1) or more areas defined by the evaluative criteria, the supervisor and the staff member shall develop a mutually acceptable written plan of support designed to improve the staff member's effectiveness.

A plan of support will identify the specific evaluative areas needing growth and the desired performance expectations. Additionally, the plan will provide for periodic performance feedback during that school year. It shall offer a minimum level of support provided and funded by the District, including:

A. up to 20 hours of mentoring;

B. up to $500 in professional development courses or materials; and

C. up to three days of release time to observe or be observed by colleagues.

D. Additional supports may be discussed and added by mutual agreement of the staff member and evaluator.

No documentation related to the plan of support shall be placed in the staff member's personnel file.

Section 10.6 – Unsatisfactory Performance – Non-Provisional Employees

In the event that a principal or other supervisor determines on the basis of the annual evaluation that the performance of a staff member under their supervision is unsatisfactory, the staff member may be placed on probation. In the event that a supervisor intends to place a staff member on probation, the supervisor shall report the same in writing to the superintendent. The report shall include the following:

A. The evaluation report prepared pursuant to the provisions of Section 10.1; and

B. A recommended specific and reasonable program to assist the staff member in improving their performance.

Section 10.7 – Establishment of Probationary Period – Non-Provisional Employees

If the Superintendent concurs with the administrator's judgment that the performance of the employee is not satisfactory, the Superintendent shall place the staff member in a probationary status for a period of not less than sixty (60) school days, any time after October 15. Before being placed on probation, the Association and the staff member shall be given notice of action from the Superintendent which shall contain the following information:

A. Specific areas of performance deficiencies related to the evaluative criteria;

B. A suggested specific and reasonable program for improvement;

C. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the staff member the opportunity to demonstrate improvement in their area or areas of deficiency.

D. Upon request from the staff member and/or principal, the Superintendent or Designee shall consider an extension of the probationary period. Days may be added to the probationary status if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 1 of the same year.

Section 10.8 – Probationary Plan of Improvement – Non-Provisional Employees

A probationary plan of improvement (POI) will be developed and will include the specific evaluative criteria which must be met and the performance expectations which will be used to determine the staff member's success or failure. The plan will include a system for periodic feedback during the term of probation, supports provided and funded by the District, and the dates those supports will be put in place. A minimum level of support will include:

A. A mentor or coach, experienced with the staff member's field of work, to work with the probationer for up to 40 hours during the 60-day probationary period.

B. At least three days of release time to observe and/or be observed by other colleagues in the District.

C. A second in-district administrator to observe the staff member, at their request.

D. Relevant professional development courses and/or materials, upon request, up to $500.

E. Release to work on their POI during up to 4 PCT times that are not related to professional development in the staff member's field. No more than two PCT times may be taken from administratively-directed PCT time. Release time to be arranged in advance between the staff member and their principal.

Section 10.9 – Evaluation During the Probationary Period – Non-Provisional Employees

At or about the time of the delivery of the probationary letter, the principal or other supervisor shall hold a personal conference with the probationary staff member to discuss the performance deficiencies and the remedial measures to be taken.

A. During the probationary period, the principal, supervisor or other evaluator shall meet with the probationary staff member at least two (2) times during each twenty (20) school day period, calculated from the beginning of the probationary period to supervise and make a written evaluation of the progress, if any, made by the staff member. The provisions of Section 10.3, Paragraph E, above shall apply to the documentation of observation used in evaluation reports during the probationary period.

B. The superintendent may remove a staff member from probation at any time by notifying the person in writing that they have demonstrated improvement to the satisfaction of the immediate supervisor in those areas specifically detailed in their notice of probation.

C. The probationary staff member may request that an additional certificated evaluator become part of the probationary process and the request must be granted. If the District is unable to provide a jointly-selected additional evaluator, one will be jointly selected by the District and the Association from a list of evaluation specialists compiled by the ESD.

D. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

E. Supervisor's Post-Probation Report: Unless the probationary staff member has previously been removed from probation, the principal or other supervisor shall submit a written report to the superintendent at the end of the probationary period, which report shall identify whether the performance of the probationary staff member has improved and which shall set forth one of the following recommendations for further action:

1. That the staff member has demonstrated sufficient improvement in stated area(s) of deficiency to justify the removal of the probationary status; or

2. That the staff member has demonstrated sufficient improvement in the stated area(s) of deficiency to justify the removal of the probationary status if accompanied by a letter identifying area(s) where further improvement is required; or

3. That the staff member has not demonstrated sufficient improvement in the stated area(s) of deficiency and action should be taken to non-renew the employment contract of the staff member pursuant to current law.

F. Action by the Superintendent: Following a review of any report submitted pursuant to Paragraph E above, the superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

Section 10.10 – Less than Satisfactory Performance – Provisional Employees

Before non-renewing a provisional employee for evaluative reasons, a supervisor shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the employee in making satisfactory progress toward remediating deficiencies.

If, after the first 90 days of employment, an evaluator believes that a provisional employee has not made significant progress toward remediating deficiencies despite support, the supervisor shall meet with the employee and the HEA President or designee no later than April 1.

Any notification of non-renewal shall be issued no later than May 15, as provided in RCW 28A.405.220.

Section 10.11 – Applicability of Grievance Provisions

Grievances relating to evaluations are limited to the following:

A. A staff member may grieve an evaluation if an immediate supervisor fails to utilize the appropriate evaluative criteria identified in Appendix A.

B. In addition, a staff member may grieve an evaluation if an immediate supervisor fails to adhere to the evaluative timeline requirements.

ARTICLE 11 – CONTRACTUAL WORK YEAR

Section 11.1 – Regular Contractual Work Year

The regular contractual work year for staff members will be one-hundred eighty-five (185) days consisting of 180 student instructional days and five (5) District Initiative Days (professional learning days). Should the legislature change the number of required student days or the number of funded professional learning days, HSD and HEA will negotiate the impact of that change.

Section 11.2 – District Initiative Days (DID)

Within the regular contract year in Section 11.1 above, staff will work five (5) District Initiative Days (DID.

A. The District will plan the days to support the district-wide focus, recognizing that employees' professional development needs may differ depending on their job responsibilities. When appropriate, leadership teams are encouraged to plan for a variety of whole group, small group, and individual work related to implementing the District's initiatives.

B. Staff may use leaves as described in Article 14 on these supplemental work days.

C. Two of these days will be on the calendar in Appendix B prior to the first student day of the school year and will be used to focus on District-wide initiatives and District departmental priorities relevant to the specific professional learning needs of educators in teaching and ESA roles. One DID will be scheduled mid-year on the calendar in Appendix B to support continued professional learning on District priorities and initiatives through the course of the school year. The remaining days will be scheduled through school leadership teams. DID days shall not be scheduled more than 10 calendar days prior to the first student day.

D. Staff will be compensated for these days by the basic contract salary in Section 12.1 herein.

E. Part-time staff will work a pro-rated portion of these days as scheduled with their administrative supervisor, unless offered additional time at the hourly rate in Appendix D to attend full days.

Section 11.3 – Orientation Day

In addition to the regular work year described in Section 11.1, staff are expected to attend the ½ day orientation prior to the first student day identified in the work year calendar in Appendix B. Orientation day shall not be scheduled more than one week prior to the first student day. Staff will also work ½ day of individually directed time within the ten work days prior to the first day of school. Depending upon the building administrator's preference, this individually directed time may be scheduled for the same day as the ½ day orientation or served on a date at the individual's discretion.

A. Staff may use leaves as described in Article 14 on this supplemental work day.

B. Staff will be compensated for this day by the Professional Learning/Enrichment contract in Section 12.10.

C. Part-time staff will work a pro-rated portion of these days as scheduled with their administrative supervisor, unless offered additional time at the hourly rate in Appendix D to attend full days.

Section 11.4 – Collaboration Day

In addition to the work year in Section 11.1 above, staff shall work one additional day of teacher/ESA-directed collaborative time as scheduled on the work year calendar in October. This collaborative work time by all teacher/specialist teams is in service of building priorities.

A. Staff may use leaves as described in Article 14 on this supplemental work day.

B. Staff will be compensated for this day by the Professional Learning/Enrichment contract in Section 12.12 herein.

C. Part-time staff will work a pro-rated portion of this day as scheduled with their administrative supervisor, unless offered additional time at the hourly rate in Appendix D to attend full days.

Section 11.5 – Calendar for Emergency Closure

A student day lost due to emergency closure of a building or the District will be made up by staff members on the Tuesday after Memorial Day. Additional lost school days will be made up at the end of the school year.

Section 11.6 – Calendar for Holidays

The following holidays shall be observed by the District for the term of this Agreement:

A. Labor Day
B. Veterans' Day
C. Thanksgiving Day
D. Friday following Thanksgiving
E. December 25
F. New Year's Day
G. Martin Luther King's Day
H. Presidents' Day
I. Memorial Day
J. Juneteenth
K. Fourth of July

Section 11.7 – Non-Standard Calendar Year Parameters and Approval Process

In limited circumstances when a non-standard calendar year is necessary for staff members serving in particular roles the following parameters will apply.

A. The necessity for a non-standard calendar year must be due to the timing of essential work falling outside the standard calendar year. A non-standard calendar year will include the same number of scheduled work days as the contractual work year as defined in Article 11 (including both Base and PLE), pro-rated by FTE.

B. No more than five (5) roles each year will be allowed to utilize a non-standard calendar year, and no more than three (3) staff members may be working in each role at any given time. The District and Association must jointly agree to authorize

these roles to use a non-standard calendar utilizing the Labor-Management approval process outlined below.

1. Either the District or the Association may bring a request for approval of a non-standard calendar year role through the regularly occurring Labor Management process with HSD Human Resources and HEA Leadership. In the event the request is for a position currently held by a staff member(s), the staff member(s) and their supervisor will be consulted during Labor-Management discussions about a potential non-standard calendar.

2. Joint agreement on a non-standard calendar for that role would need to include the following components: FTE for the role, the actual days to be worked that differ from the standard calendar, and whether the approval would be for one year only or ongoing.

3. The joint agreement on a non-standard calendar will be documented in writing (email is acceptable) by the District and the Association, with copies to any impacted employees and their supervisor(s). Documentation will also be placed in the employee's personnel file

4. For any on-going, role-specific non-standard calendar, a Labor-Management check-in will be scheduled at least every other year to ensure that the elements of the calendar are still working as intended, or if adjustments are needed.

C. A non-standard calendar will still observe the holidays outlined in Section 11.6 above. Make-up days for emergency closure will follow the pattern outlined in Section 11.5 to the extent possible, but may be adjusted as part of the non-standard calendar approval process when needed.

ARTICLE 12 – PROFESSIONAL COMPENSATION AND BENEFITS

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 4.7% increase in each cell for the 2024-25 school year. The base salary schedule shall be increased for the 2025-26 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 basic contract professional responsibilities that may or may not take place on-site such as:

A. 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, and communicating with families and students;

B. Participating in a reasonable and equitable number of MDT, SST, IEP, and/or Section 504 meetings, as well as the intentional planning of instruction and adaptation of materials or lessons to support the successful inclusion of all students in general education classes and programs;

C. Participation in activities involved in the evaluation of professional performance; and

D. Participation in reasonable compliance training (i.e., flexible digital forms of asynchronous training that employees may access at their own chosen times and places).

Section 12.2 – Transcripts

Approved credits earned after receipt of the Bachelor's degree for professional preparation must be completed by September 15 of each year, and official transcripts verifying credits earned must be registered with the Human Resources Department by November 1 in order to be applicable on the salary schedule for the current school year. If an advanced degree is registered with the Human Resources Department after the above deadline of November 1, but prior to the end of the school district's first semester, one-half (1/2) of the degree stipend will be granted for the school year. After registration of the advanced degree, the amount of compensation will be paid in equal monthly payments over the remainder of the school year.

Section 12.3 – Salary Schedule Placement

Except as otherwise provided in this CBA, employees shall be placed on the salary schedule in accordance with state rules for placement on the Salary Allocation Model (SAM) effective in the 2017-18 school year (Chapter 392-121 WAC and state rules for the S-275 report). Relevant rules from the 2017-18 version of Chapter 392-121 WAC are included in Appendix C.2. All education and experience recognized by the District prior to the 2018-19 school year shall continue to be recognized.

A. The District agrees to accept all eligible academic credits, from an accredited community college, college or university.

B. The District shall accept all clock hours and in-service credits that meet State Board of Education approval. Ten (10) in-service credit hours shall be equal to one (1) quarter university credit and shall be recognized as equivalent on the salary schedule. Individual clock hours may be accumulated toward a quarter credit regardless of whether the activity was a minimum of three (3) hours in length as previously required by state rules.

C. For participation in District sponsored and/or approved workshops, one (1) quarter hour incremental credit will be granted for each ten (10) hours of participation.

D. All staff members shall receive credit on the salary schedule for recognized teaching experience performed under a valid certificated teaching credential, including substitute teaching, regardless of whether the school required certification for the teaching position. The person's training and experience is subject to verification by the Human Resources Department

E. Experience credit will be provided on a one (1) full year basis. A minimum of five tenths (.5) years experience will qualify a staff member for one (1) full year credit. All verifiable substitute teaching time is recognized for experience credit purposes.

F. Experience will be calculated cumulatively. Experience in the military, Peace Corps or Vista which interrupted professional employment will be recognized by the District for placement on the salary schedule.

G. Partial year experience credit will be recognized as a proportion of days worked compared to the length of a complete work year for the position. For example, 92 days worked in a 184-day work year would be equivalent to .5 of a year of experience.

H. Educational Staff Associates (ESAs) shall receive credit for related job experience on a year-for-year basis without regard to the two-year limit in state rules.

I. All employees in the District BA+135 column during the 2017-18 school year will be placed in the MA+0 column. No additional employees will enter this column without Masters Degrees.

J. A non-degreed CTE teacher who earns an educational degree subsequent to beginning service in the District shall not be placed lower than previously placed using the state rules for non-degreed employees.

K. Except as otherwise provided in Section 12.2, incremental movement for credits, degrees or years of experience shall be effective September 1.

Section 12.4 – Certificate Renewal

Each individual staff member shall be responsible for seeing that their certificate(s) are current and renewed when due and that outside District teaching experience, military service time and cumulative sick leave are properly documented and submitted to the Human Resources Department.

Section 12.5 – Payroll

A. All staff members shall be paid one-twelfth (1/12) of their annual salary on or before the last District business day of each month beginning with the month following initial employment; provided, such employment commenced by the fifteenth of the month. Should a staff member's contract be terminated, the staff member will receive a total salary which bears the same ratio to the contractual year salary provided, as the number of days of service performed by the staff member bears to the total number of contractual days in the school year unless a further reduction is imposed pursuant to the law for disciplinary reasons.

B. All extra-duty/extracurricular contracts shall be compensated on a prorated monthly basis during the time service is rendered. Staff members awarded extra-duty contracts shall be compensated according to the appropriate schedule set forth in Appendix D - Additional Pay for Additional Time and/or Responsibilities, and Extra-Curricular. Substitutes and employees paid at an hourly rate shall be paid monthly for those hours worked in the payroll cycle. The payroll cycle shall be from the eleventh (11^{th}) of one month to the tenth (10^{th}) of the next month. Paychecks shall be issued as provided in A above.

C. Payroll deductions are available to assist staff members to pay premiums for plans which may from time to time be approved by the Board and/or which are required by state statute.

D. On designated pay days during the school year, staff members will be paid through direct deposit to an account(s) of their choosing and paystubs will be made available through a secure online payroll system.

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.

Section 12.7 – Mileage

Staff members covered by this Agreement will be eligible for reimbursement for mileage within and/or outside the District when approved by the Superintendent or designee on the basis of District assignments beyond those normally required in the staff member's regular duties. Travel and related expenses within the state or other locations within a 300 mile radius of the District must be approved by the Superintendent or designee. Travel beyond a 300 mile radius of the District must be approved by the Board. The following guidelines will prevail regarding staff member travel within the District or travel within a short radius of the District:

A. Per mile reimbursement claims must be reported and filed monthly on a "Daily Mileage Record/Claim Form" with an odometer reading showing actual distance traveled unless the "District Mileage Chart" is used. Travel must be by the shortest routes;

B. The "Daily Mileage Record/Claim form" must be submitted to the Business Office as prescribed on the form. Approved private car mileage is reimbursed at the current IRS allowable rate per mile;

C. Regulations on private car mileage are set forth in the daily mileage card;

D. Travel between the staff member's home and work at the school location or PTSA meetings are not reimbursable;

E. Staff members are required to receive prior written approval from a school official to use private cars for transporting students. Such approval must be obtained by completing the "Approval for Use of Private Cars for School Transportation" form. By signing the form, the staff member warrants that they have automobile liability insurance in force on their personal car for at least the minimum amounts as required by law (see RCW 46.29.490: current minimums are $25,000/$50,000 bodily injury and $10,000 property damage). The District carries an excess policy for insured drivers.

Section 12.8 – Part-time Compensation

Staff members who are employed under written contract to teach at the secondary level (6-12) for less than full time shall be compensated on the basis of the number of periods assigned per day, (e.g., if a teacher is assigned to teach one (1) period in a five (5) period teaching day, then they shall receive one-fifth (1/5) pay; two (2) periods, two-fifth (2/5) pay, etc.). Such staff members shall be required to fulfill that portion of the seven (7) hours normal work day, excluding the duty-free lunch period, as their compensated ratio bears to seven (7) hours, (e.g., two fifths (2/5) of seven (7) hours to fulfill teaching assignments and/or planning and availability to parents and pupils on the school site). In addition, such staff member may be required to fulfill their proportionate equitable share of assigned time as provided for in Article 4A (Working Conditions).

A. Staff members who work half days will be compensated at one-half (½) pay and will be responsible for three and one-half (3½) hours on-school-site time which includes student contact time, availability to pupils and patrons and planning time. The building administrator will give due consideration to the staff member when assigning extra-duties or scheduling staff meetings. Such staff members will qualify for one-half (½) year experience credit for each one-half (½) year of teaching.

B. Staff members who work a specific number of days a week will be paid on the basis of the number of days per week as it relates to five (5) days per week, (i.e., three (3) days per week = three-fifths (3/5) pay).

Section 12.9 – Supplemental Contracts and Compliance

A. Supplemental compensation will be paid by separate contract pursuant to Highline School District Board Policy 5050, according to the rates and amounts specified in Appendix D.

B. In the event of receipt of notice by the District from any governmental unit (legislative, judicial, or executive) which alleges that the District is not in compliance with law due in whole or in part to the compensation paid to those employees covered by this Agreement, whether resulting in a penalty or not, the parties shall meet and discuss such issues within ten (10) school district business days of the District's notice to the Association. The parties shall have ten (10) additional business days in which to meet and exchange information and options on the most desired method of eliminating the compliance problems. Such options may include recapture of funds if required by law.

C. A doctorate stipend of $3,600 will be paid annually to each employee who has provided timely documentation of attaining such degree.

Section 12.10 – Professional Learning/Enrichment (PLE) Contract

Each employee will receive a supplemental contract which recognizes that employees will provide a professionally responsible level of services in the areas described below which are above the regular contract work year and regular contract day.

A. Time: attendance at the one-half day (1/2) orientation, one-half (1/2) individually directed day, and one (1) collaboration day identified in Sections 11.3 and 11.4 of this agreement.

B. Responsibilities

1. Self-directed participation in professional learning to support the employee's current assignment, aligned with District resources, practices, and initiatives;

2. Self-directed participation in professional learning to support an individual's professional goals within the education system (e.g., obtaining new endorsements, career ladder pathways);

3. Participation in enrichment opportunities that fall outside the basic education program.

C. Payment

1. PLE will be compensated by 8.5% of the appropriate education and experience cell on the base salary schedule and two (2) per diem days compensation.

2. For the 2024-25 school year, the PLE contract will be supplemented by a longevity step of $2,500 for employees with 20-24 years of experience, and $5,000 for employees with 25 or more years of experience. For the 2025-26 school year, the PLE contract will be supplemented by a longevity step of $2,500 for employees with 18-19 years of experience, and $5,000 for employees with 20 or more years of experience.

3. Employees will be paid one-twelfth (1/12) of the annual contract amount on the established payroll dates.

4. The PLE compensation will be prorated for employees with less than 1.0 FTE contracts based on their contracted FTE. Part time employees who are required to attend DID, or other required professional development beyond their fractional FTE will be compensated by extra service in accordance with contract language.

D. Levy Contingency: This Section 12.10 shall reopen at the request of either party should the District fail to pass a levy to support the maintenance & 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 & operations levy at the level in effect at the time of ratification of this Agreement.

ARTICLE 13 – INSTRUCTIONAL MATERIALS

Section 13.1 – Instructional Materials

The Board will determine the funds available to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment to assist staff members in fulfilling their teaching responsibilities. The District will provide sufficient numbers of District texts and/or District required workbooks for student instruction unless they cannot be supplied by the book vendor.

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:

1. Develop and oversee an established timeline for cycle of curriculum review;

2. Appoint adoption committees for review and selection of new curricula;

3. Review the recommendations of adoption committee and recommend new curricula to the Board;

4. Review and define various types of instructional materials (e.g., "core curriculum", "supplemental instructional materials" and "dual language materials") in District administrative procedure and the process for approval for such;

5. Receive, consider and act upon written complaints regarding District instructional materials;

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

7. Screen materials for bias prior to adoption.

C. If a curriculum adoption takes place that requires materials in a target language for dual language programs, the IMC will ensure the recommendation to the board includes commensurate materials in the target language or a budget to develop commensurate materials.

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. The District's implementation plan will include identified time for professional learning compensated in a manner consistent with this agreement. 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.

Section 13.4 – Supplies and Materials

Staff members will be given the opportunity to consult with building administrators prior to the purchase of supplies and materials used in the instructional and/or extracurricular programs. Staff members will be requested to provide an annual prioritized list of desired supplies and materials.

ARTICLE 14 – LEAVES OF ABSENCE

Section 14.1 – Sick Leave

The District will provide ten (10) days of leave per year for illness, injury, disabilities, and emergencies. The use of this leave for emergencies is described in greater detail in Section 14.7. In accordance with state law, unused sick leave shall accumulate from year to year up to a maximum of one hundred eighty (180) days for the purposes of cash out described in Section 14.16, and up to a maximum of the number of contract days in a single school year for the purposes of leave.

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 in the context of a leave for parenting per Section 14.2.B.

B. The ten (10) 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 sick leave proportionally based on their FTE. 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.

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 upon their return to work indicating that the staff member is physically capable of performing the essential functions of their position. 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 certificate as proof of disability.

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.

E. Employees are entitled and encouraged to use sick leave for any of the purposes identified above in order to protect the health and safety of themselves and their families, students, and colleagues. The amount of sick leave provided each year, and the ability to accumulate such leave from year to year, is also intended to provide employees with an opportunity to build a short-term financial safety net for planned and unplanned health and family needs occurring in the future which may require more than the annual amount earned leave. The District and Association will periodically partner on informational initiatives to employees on the value of using and accumulating sick leave for these purposes.

Section 14.2 – Leaves Available for Pregnancy Disability and Parenting

A. An employee with pregnancy disability may qualify for some or all of the following types of leave depending on the terms of the applicable section and law.

- Sick 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:

- Sick 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.

A. 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 parental leave and FMLA. The written request must include an estimated start date and end date for the childrearing leave.

B. 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.

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:

1. the birth of a child and to care for the newborn child within one year of birth;

2. 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;

3. to care for the employee's spouse, child, or parent who has a serious health condition;

4. a serious health condition that makes the employee unable to perform the essential functions of their job;

5. 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. Health insurance and other insurance benefits provided through the District may remain in force 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 providers statement certifying fitness to return to duty. The employee will be assigned to their 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 their employment.

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 that would result in their 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 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 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:

1. 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.

2. Legal or business obligations that cannot be conducted at another time and require the staff member's attendance.

3. Threat to an employee's property (flooding, storm, fire, etc.).

4. Extension of Bereavement Leave because of special circumstances, that is, travel condition, and/or distance.

5. 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.

6. For medical and dental appointments which cannot be scheduled.

7. For deaths of close friends or relatives not covered under bereavement in Section 14.10 with prior approval of the Human Resources Department.

8. 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.

9. For observances of religious holy days when schools are in session.

C. Some examples of situations where emergency leave will not be granted are:

1. For the extension of a staff member's vacation or holiday period unless beyond the staff member's control.

2. For the convenience of the staff member to attend sporting events, art or civic affairs.

3. For running out of gas en route to work.

4. For weddings, baptisms, confirmations and graduations.

5. For the purpose of attending in-service or college/university courses or performing course work or taking an exam.

6. For the purpose of performing routine maintenance work.

7. 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 they are 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

The District will provide two (2) days per year of personal leave to be accessed for discretionary reasons determined by each employee. Unused personal leave shall accumulate from year to year, with a maximum of five (5) days carrying over to the following school year (see subsection B below). An employee may use up to a maximum of five (5) days in any single school year.

A. The two (2) 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 personal leave proportionally based on their FTE. Should the

employee leave school district employment before the end of the school year, personal 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.

B. Any amount of unused personal leave greater than five (5) days will be automatically cashed out at the extra service rate at the end of each school year. Any earned but unused days remaining upon an employee's separation from employment are automatically cashed out at the extra service rate.

C. An employee who accesses five (5) or less days per year of sick and personal leave combined will be credited with a third (3rd) personal leave day at the beginning of the following school year. Types of leave other than sick and personal (e.g., bereavement leave, judicial leave, etc.) do not count against the five (5) days.

D. Any use of three (3) or more consecutive days of personal leave:

1. must be entered into the District's absence reporting system at least twenty-eight (28) calendar days (four (4) weeks) in advance;

2. requires written or email notice to the employee's administrative supervisor (with a cc to Human Resources) at least twenty-eight (28) calendar days (four (4) weeks) in advance;

3. cannot be taken during the first and last ten (10) student days of the school year; and

4. is limited on the school days immediately before and after a holiday or school break for employees who require a substitute to the first 2% of the District's total nonsupervisory certificated staff who request such leave through the District's absence reporting system.

The District will make available to all employees an online calendar identifying the number of absences already scheduled on the school days immediately before and after a holiday or school break.

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.

Section14.10 – 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, they 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 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 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 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 designee for the purpose of travel, educational pursuits, teaching in a foreign country, working in a professionally related field, adoption leave, child rearing, or other activities.

B. Such leave must be requested on or before June 1, with the exception of leaves of absence for child rearing. 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 qualified through training and/or experience.

While a staff member is on such leave, they 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.

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).

1. 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.

2. 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.

3. The District shall honor a staff member's request for confidentiality regarding their proposed retirement.

4. 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 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.

Section 14.18 – 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.

Section 14.19 – Substitute Plans

Employees requiring substitutes when absent will provide lesson plans, including emergency plans for when absences are unplanned, to maintain instructional continuity and positive learning experiences for students. Daily lesson plans are not

required for pre-arranged long-term leaves beyond the first two (2) weeks. The District's Technology department will work to streamline the process for including key information about students in teacher substitute plans. The District Teaching & Learning department will provide a bank of educational activities, including online activities, which may be accessed by substitutes and teachers filling in for teachers at the last minute. A checklist is provided in Appendix F as guidance for the minimum types of information that should be included in substitute plans. School leadership teams and/or instructional leadership teams may provide templates or elaborate on the expectation for information included in substitute plans. Emergency substitute plans should be reviewed and updated, if necessary, at least once midyear and principals are encouraged to remind employees to do so.

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:

1. The per diem dues of substitute members by October 1; and

2. Written authorization by the substitute for remittance of all 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 – Substitute Compensation

A. Rates of pay for substitutes are outlined in Appendix C.

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 on the daily rate will be expected to arrive forty-five (45) minutes before the student day to review educational plans and will have completed their obligation fifteen (15) minutes following the conclusion of their last class or assigned responsibility. Substitutes on a half-day assignment will be expected to arrive thirty (30) minutes before the student contact time begins and will have completed their obligation as soon as their last class or assigned responsibility ends. All other substitutes shall have the same duty day as the person they are replacing.

D. 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.

E. 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.

F. Substitutes 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 12.7) upon submission of mileage documentation.

G. 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.

H. 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.

I. Substitutes who have the responsibility for opening a class room shall be provided two (2) days' pay for individual preparation and planning.

J. 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 they are issued a contract for that position.

K. Substitutes who work 100 days the previous year and work 20 days in the new school year will be moved to "Row B – Super Substitute" rate (Appendix C).

L. The daily rate for substitutes who are retirees of the Highline School District will be consistent with "Row B – Super Substitute" rate (Appendix C).

M. 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.

1. 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.

2. 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.

1. Compensation will reflect Base Salary only and will not include Professional Learning and Enrichment (PLE).

2. 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:

1. Whenever possible, annual substitutes will be placed in assignments of five (5) or fewer days.

2. No PLE days or activities are expected.

3. 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.

4. 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 15.4 – Assignment of Substitutes

A. Substitutes will be assigned in the following priority, to the extent possible.

1. Annual substitutes;

2. Daily substitutes who hold ongoing certification;

3. Daily substitutes who hold an Emergency Substitute certificate.

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. A list of substitutes 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. 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.

F. No substitute will be released from a single continuous assignment for arbitrary and capricious reasons.

G. The District and the Association will annually review the process for reporting concerns around substitute assignments.

Section 15.5 – 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 their assignment for the day. The folder will include class rules, special information on that day's schedule, lessons, and an applicable seating chart. See also Section 14.19 and Appendix F for additional information intended to maintain instructional continuity and provide a positive educational experience for students.

C. The District will offer a minimum of five (5) hours each year of 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. Topics will include, but not be limited to, professional development on the use of standard technology components in Highline classrooms, strategies for supporting the social-emotional learning of students, and strategies for maintaining positive classroom environments.

D. Any investigation that might be necessary due to reported concerns and/or the 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 provisions of Article 2 (Association Rights) and Article 7 (Grievance Procedure) shall apply to substitutes.

F. The District will provide each school with laptops for substitute teachers so that they can access the digital tools and activities included in teacher substitute plans.

ARTICLE 16 – DURATION AND EXTENSION

Section 16.1 – Agreement

This Agreement shall be effective as of September 1, 2024, and shall continue in effect until August 31, 2026.

Section 16.2 – Mutual Agreement

This Agreement may be modified by mutual agreement of the parties.

Section 16.3 – 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 16.4 – Modifications/Reopeners

Either the District or Association may reopen relevant provisions of this agreement prior to the start of a subsequent school year in any of the following circumstances:

A. Subsequent legislative action which mandates change in wages, hours or working conditions of employees in this bargaining unit;

B. Certificated instructional staff salary funding is revised by the legislature including, but not limited to: (1) changes in the District's qualification for regionalization funding (currently 18%) and/or any additional experience factor; (2) non-inflationary revisions in the salary base for funded certificated instructional units; (3) changes to the inflationary factor used by the legislature (currently the implicit price deflator); (4) changes to the legal limitations on certificated instructional staff salaries; or (5) changes to the District's levy authority or how levy funds may be used; and

C. The District fails to pass an enrichment levy.

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 16.5 – No Strike/No Lockout

The Association agrees that 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.

ARTICLE 17 – NEW EDUCATOR SUPPORT

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. 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 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 17.10 – 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 Liaisons will work closely with Peer Mentors to support staff in buildings.

The role of a New Staff Liaison is to serve as a school-based partner to supplement the work of Peer Mentors. New Staff Liaison Responsibilities include supporting new certificated staff in the areas of: (1) orientation to the school site, expectations and procedures; (2) addressing school specific concerns and urgent issues (3) supporting understanding of professional growth and evaluation processes (4) encouraging staff to build relationships that contribute to a culture of belonging; (5) connecting new staff to expertise in the building/District; and (6) promoting new staff self-sufficiency.

Each school's principal and HEA Representative(s) will jointly nominate at least two potential New Staff Liaisons who have (1) three+ years of experience; (2) training and/or experiences consistent with effective mentoring practice (3) capacity and willingness to support new staff in their building; (4) agreed to participate in mandatory New Staff Liaison training and collaboration meetings. Nominations will be submitted to the Director of Professional Learning by May 15 each year. The New Staff Liaisons will be selected from the nominees by the Peer Mentor Team, including the Director of Professional Learning.

New Staff Liaison training and collaboration meetings will be mandatory and paid at the extra duty rate identified in Appendix D. Liaisons must attend at least 75 percent of the total meeting time to receive the New Staff Liaison Stipend. New Staff Liaisons are also encouraged to attend up to four (4) hours of New Educator Induction in the fall and will be paid at the extra duty rate for that time. New Staff Liaison Stipends are intended to recognize the work Liaisons do to support new staff in their schools throughout the year. Stipends will be scaled based upon the number of new staff a liaison supports, as outlined below. If a worksite has twelve (12) or more new staff members, they must be split into at least two groups for New Staff Liaison support.

1 new staff member	$500
2-5 new staff members	$1,000
6-8 new staff members	$1,500
9-11 new staff members	$2,000

ARTICLE 18 – STUDENT INTERNS AND TEACHER CERTIFICATION

Section 18.1 – Cooperating Teacher Cadre

A. Employee involvement in the Cooperating Teacher/Student Intern program is voluntary.

B. Application to enter the Cooperating Teacher Cadre (CTC) may be made at any time.

C. Staff members accepted into the CTC will remain in the cadre for a maximum of three (3) years or until they withdraw their name.

D. A staff member will make application in writing to their immediate supervisor for the purpose of endorsement. If endorsement is not given, the applicant will be notified of the reason for the denial.

E. An endorsed application will be forwarded by the staff member to the Human Resources Department (attention Recruiting and Retention) for processing and filing in the CTC.

F. A staff member in the CTC has the right to refuse a proposed assignment for cause. The written refusal, including the rationale, must be submitted to the supervisor.

G. Every effort must be made to ensure that all staff members from the CTC have equal opportunity for receiving student teacher assignments.

Section 18.2 – Selection Criteria for Cooperating Teachers

Cooperating teachers must:

A. Hold a valid teaching or ESA certificate.

B. Show evidence of three years of successful teaching or ESA experience.

C. Exhibit potential competence in the supervision of student teachers. This can be demonstrated by agreeing to, or by having participated in ITIP, clinical supervision, peer coaching or similar programs.

D. Be committed to the student teaching program and be willing to spend the additional time required to evaluate, meet with and guide student teachers.

E. Be willing to attend training sessions.

F. Receive the endorsement of the immediate supervisor with consideration given to qualities inherent in a teacher trainer:

1. Ability to model effective instructional behavior.

2. Ability to communicate instructional techniques to others.

3. Ability to organize, analyze and communicate the instructional process.

4. Ability to work well with others.

5. Ability to be accepting and open to other effective teaching styles.

6. Ability to be flexible.

G. No participating employee shall be subject to any additional evaluation procedure not outlined in this agreement.

H. Student teachers may perform instructional tasks only while under the supervision of a certificated supervising employee.

Section 18.3 – Teacher Certification Program

A. The composition of the Professional Growth Team (PGT) may be reviewed and changed as needed. The staff member's evaluator will not be part of the PGT, except by mutual agreement. When requested, the District will attempt to provide a District team representative from the following list of options: other building administrators, TOSAs, department heads, teacher mentors, or others. The staff member will select a colleague to also serve on the team.

B. Matters discussed or observed as part of the work of the Professional Growth Team are considered confidential. The staff member is responsible for maintaining all the required original documents needed for their certification. Portfolio documents will not be placed in a staff member's personnel file, or used for evaluation or any other purpose not related to certification.

C. Staff members serving as the teacher colleague, or a classroom teacher serving as the District representative on a Professional Growth Team (PGT) shall annually receive ten (10 hours) pay at average per diem. Staff members, whether serving as the teacher colleague or the District representative, may serve on a maximum of two PGTs annually.

D. If any part of the above provisions are deemed violations of applicable sections of the WAC or RCW, the parties agree to meet to bring the program into compliance.

E. In order to make the Professional Certification process more "user friendly," the above activities should be aligned with other school and District processes wherever possible, e.g., evaluation and other professional development activities (LIDs, DIDs, PLE days). The District and The Association will jointly explore the possibility of setting up a "custom" program through a university.

Section 18.4 – Professional Certification Support

The District and the Association recognize and support continued professional growth and certification throughout an educator's career. The District will annually provide $100,000 to support staff members in obtaining and maintaining National Board of Professional Teaching Standards (NBPTS) Certification, and national certification that is available to ESAs not eligible for NBPTS Certification.

A. From this $100,000, the District will support tuition assistance for candidates pursuing Professional Certification. The District will pay 100% of a university based

program that is partnered with HSD. This will include the tuition cost of certification at the partner university or the equivalent amount at another university. The certification submission fee is the sole responsibility of the educator.

B. The same $100,000 will be used on a first-come, first-served basis to provide assistance, HSD-sponsored cohort support, and equipment for candidates for National Board Professional Teaching Standards (NBPTS) Certification. Funding priority will be given to first-time candidates, followed by retake candidates, followed by renewal candidates.

1. The District will support a cadre of facilitators to support NBPTS candidates. The District will pay the registration fee for NBPTS facilitator training. Should the number of available facilitators exceed the need to provide facilitation, the District and the Association will consult on selection of the facilitators for the school year. Facilitator compensation will be detailed in Appendix D.

2. First-time candidates will receive a stipend for 50% of the National Board assessment fee in the form of a forgivable loan upon verification of registration with NBPTS and payment of NBPTS fees. With advance planning, first time candidates will receive up to three (3) days of release time over a 3-year period; release days must be scheduled in collaboration with the Human Resources office at least one week in advance to reduce impacts on the substitute system. The District will pay 50% of the WEA member fee for WEA Jump Start and Home Stretch.

3. Retake candidates will receive a stipend for 50% of the National Board assessment fee in the form of a forgivable loan upon verification of registration with NBPTS and payment of NBPTS fees. With advance planning, retake candidates will receive up to 2 days of release time. The District will pay 50% of the WEA member fee for WEA Jump Start and Home Stretch.

4. Renewal candidates will receive a stipend for 50% of the National Board Renewal or Maintenance of Certification assessment fee in the form of a forgivable loan upon verification of the registration with NBPTS and payment of NBPTS fees.

C. This same $100,000 will be used to support ESAs not eligible for NBPTS Certification in obtaining or maintaining a national certification for which they are eligible. The District will provide a stipend of up to $500 to support initial certification or renewal of certification upon submission of appropriate documentation.

Section 18.5 – Professional Certification Recognition

A. NBPTS Certification: All certificated staff earning NBPTS will receive the Washington State bonus for National Board Certification, and if applicable, the additional bonus for working in high poverty schools. If the District fails to apply for reimbursement from the state, the District will be responsible for funding the bonus.

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 $2,000, 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.

ARTICLE 19 – CLASSROOM TEACHER PROFESSIONAL GROWTH AND EVALUATION

Section 19.1 – Introduction/General Principles

A. Introduction

The Professional Growth and Evaluation (PG&E) process and procedures set forth herein for classroom teachers are intended to improve the educational program by improving the quality of instruction. The PG&E process shall recognize that teaching involves a continuous growth process. The PG&E process supports growth through dialogue between the teacher and evaluator, objective standards and a broad array of professional growth opportunities. The PG&E system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by valuing the importance of objective standards and minimizing subjectivity. The District and Association believe that all teachers can be proficient and accomplished.

The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson and approved by OSPI (CDIF). Beginning in school year 2024-25, HEA and HSD have mutually agreed to utilize the rubrics in the 2022 update to the Charlotte Danielson Framework for Teaching (FFT). Within the selected instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge. The acronyms CDIF and FFT may be used interchangeably throughout the rest of this Article.

The parties agree that the Professional Growth and Evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110 “(1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.”

Additionally, the parties agree that the PG&E process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191-025: “To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve their performance.”

B. General Principles

1. This evaluation system only applies to classroom teachers, specifically those staff with an assigned group of students who provide academically focused instruction and grades and/or progress reports for students.

The term “classroom teacher” does not include ESAs, counselors, librarians, media specialists, TOSAs, Instructional Coaches, Curriculum Specialists, and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in Article 10 of this agreement.

In cases of a split assignment that includes both classroom teaching and one of the excluded categories above, the employee will be evaluated under the system for the assignment that comprises the majority of their time. In cases where the assignment is evenly split, the PG&E system shall be used.

2. The classroom teacher's immediate supervisor will be responsible for the teacher’s evaluation. The immediate supervisor will be determined by the organization plan of the District. Any teacher responsible to more than one (1) supervisor will be evaluated on a single evaluation form and will be notified in writing by October 1 who their primary evaluator will be. If an employee is assigned to multiple work sites, the supervisor at one additional work site may provide written observational feedback to the primary evaluator. All procedures for observations outlined in subsequent sections of this Article must be followed if the primary evaluator intends to use this feedback in the teacher’s evaluation. Employees hired after September 15 will be notified in writing of their supervisor within fifteen (15) working days of employment.

3. Prior to October 1, the classroom teacher shall be notified in writing whether they will be evaluated on the Comprehensive Cycle or Focused Cycle. Under extraordinary circumstances, the PG&E cycle may be changed mid-year in accordance with the procedures outlined in Section 19.7.

4. Only the appropriate, negotiated PG&E forms may be used to document the PG&E process. Forms, artifacts, observation reports and other documentation related to the PG&E process shall be maintained in an electronic file system mutually agreed-upon by the District and the Association.

5. A copy (paper or electronic) of the state evaluation criteria and CDIF shall be provided to each staff member within fifteen (15) working days of employment. Annual electronic notification of the same shall be provided to all classroom teachers in September of each school year.

6. Instructional coaches and school-based specialists are non-supervisory staff who support the improvement of instructional practices in order to improve student achievement. They will not be consulted in the performance and/or evaluation of HEA members.

7. HEA members will not evaluate other HEA members.

8. Evaluations shall be filed in the staff member's personnel file at the District Human Resources Department no later than August 1.

9. 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:

a. If an employee resigns, retires, or enters a leave status 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.

b. 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.

c. 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:

   i. The Comprehensive Cycle Conference 1 (CCC1) must take place after the notification of evaluator pursuant to Section 19.1.B.2 and prior to the First Observation.

   ii. 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.4.a does not apply.

d. 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.

e. 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.

10. In accordance with RCW 28A.405.130, no administrator, principal, or other supervisory personnel may evaluate a teacher without having received training in Professional Growth and Evaluation procedures, including the CDIF. Such training shall include ongoing professional development designed to implement the PG&E system and maximize rater agreement. Prior to October 1 of each year, HSD will provide to HEA a list of principals and other administrators who have received training on the PG&E system. HSD will ensure that principals hired after September 15 will be provided PG&E training within thirty (30) working days of employment.

11. **Record-Keeping:** the District shall adhere to the following:

a. The District and the Association will mutually agree on all forms, electronic or otherwise, used in the PG&E process.

b. Observation reports, forms, artifacts, and other evaluation documentation shall be maintained and archived in an electronic file system jointly selected by the District and the Association.

c. All documents, artifacts, and other evidence to be used in evaluation must be shared between the evaluator and the classroom teacher. Notification must be provided when any evidence is placed in a teacher's electronic PG&E file.

d. Teachers shall not be required to share personal self-assessment information created for the PG&E process.

Section 19.2 – Implementation & Professional Development

All applicable staff must be on the PG&E evaluation system. Prior to being evaluated under the PG&E system, the District shall provide professional development relevant to the framework and evaluation process.

An HEA-HSD Joint Evaluation Team (JET) shall be established and maintained to monitor implementation of the PG&E system and address questions and concerns as they arise. The District and Association may each appoint up to six representatives to the JET. When possible, membership of the JET will include one teacher and one administrator from each level – elementary, middle, and high school, as well as representatives for Specialists (e.g., Arts, PE), Special Education, Human Resources, Teaching & Learning, and HEA Leadership.

HEA and HSD will mutually agree to a collection of PG&E Support Documents to be made available to teachers electronically or in paper copy. These support documents will be reviewed and updated by the JET at least annually, and will include, but not be limited to:

- Crosswalk of the CDIF Components with the Eight State Evaluative Criteria
- Comprehensive Cycle Flowchart
- Focused Cycle Flowchart

Section 19.3 – State Criteria & Instructional Framework

A. State Evaluation Criteria

The state evaluation criteria are:

1. Centering instruction on high expectations for student achievement;

2. Demonstrating effective teaching practices;

3. Recognizing individual student learning needs and developing strategies to address those needs;

4. Providing clear and intentional focus on subject matter content and curriculum;

5. Fostering and managing a safe, positive learning environment;

6. Using multiple data elements to modify instruction and improve student learning.

7. Communicating and collaborating with parents and the school community; and

8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

B. Instructional Framework

The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson and approved by OSPI (including the state-mandated components related to student growth). Beginning in the 2024-25 school year, the 2022 updated version of the FFT will be used in the state-mandated "crosswalk" between the evaluative criteria and the FFT components.

Nothing in the instructional framework will be binding on either party if it is contrary to the terms and conditions described in this agreement. Upon mutual agreement, the parties may select a revised or different instructional framework approved by OSPI.

Section 19.4 – Definitions

A. Artifact shall mean any product generated, developed or used by a classroom teacher and submitted by the teacher or evaluator as evidence as part of the PGE process. With few exceptions, artifacts should not be created specifically for the PGE system, but should be a "natural harvest" of products generated in the course of the teacher's practice.

B. Criteria shall mean one of the eight (8) state defined categories to be scored, as referenced in Section 19.3.A.

C. Component shall mean a sub-section of a CDIF domain, each of which is aligned with one of the eight criteria. Components include the 22 Charlotte Danielson components plus the five (5) state-mandated student growth components.

D. Critical Attributes shall mean examples of characteristics and qualities that provide guidance in distinguishing between practice at adjacent levels of performance as described in the CDIF rubric. The Critical Attributes are not to be used as a checklist when scoring components. They are examples to help determine levels of proficiency, and should be considered in the context of the educational environment (e.g. Special Education, Music, PE, kindergarten vs. high school, etc.).

E. Domain shall mean one of the four CDIF domains, including: 1) Planning and Preparation; 2) Classroom Environment; 3) Instruction; 4) Professional Responsibilities.

F. Evidence shall mean artifacts, observation reports, documented conversations between the evaluator and teacher, or other appropriately documented observations of the teacher's knowledge and skill in relation to the eight state criteria. Lists or itemization may be accepted as evidence. Evidence collection is

not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment. Student and family input is not prohibited, but shall not be required as evidence.

G. Not Satisfactory shall mean:

1. Level 1 – Unsatisfactory - Receiving a 1 - Unsatisfactory is not considered satisfactory performance for all teachers.

2. Level 2 - Basic - Receiving a 2 - Basic twice within a consecutive three-year period is not considered satisfactory performance for classroom teachers on a continuing contract with more than five years of teaching experience.

H. Observation shall mean the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of performance of assigned duties for the purpose of examining evidence over time against the instructional framework rubrics.

I. Rubric shall mean the progressive, four-tier description to classify levels of performance on each of the CDIF components.

J. Student Growth Data shall mean the change in student achievement between two points in time. Student growth data must be based on multiple measures that can include classroom-based, school-based, district-based, and state-based tools. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

Section 19.5 – Scoring

A. Component and Criteria Scoring

1. Each component score and/or criteria score will be assigned the following numeric values:

   - Unsatisfactory – 1
   - Basic – 2
   - Proficient – 3
   - Distinguished – 4

2. Component Scores: Evidence will be gathered over the year to inform the component scores, using a growth philosophy; if growth is made over the year, the later scores will be given greater consideration in determining a final component score. All components within a criterion shall be scored.

3. Criterion Score: Component scores within a criterion will be averaged and rounded to reach a final criterion score. When a final criterion score includes a fractional number (for example 2.33), all scores with fractions below .50 will be rounded down, and all fractions .50 or above will be rounded up, for example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.50 would receive a final criterion score of 3.

4. When there is more than one (1) component, if a 4 – Distinguished is scored, the overall criterion score cannot be lower than 2 – Basic.

5. When there is more than one (1) component, if a 1 – Unsatisfactory is scored, the overall criterion score cannot be higher than 3 – Proficient.

6. Scoring shall reflect that there may be multiple methods for demonstrating any given component in the rubric.

B. Summative Performance Rating for Comprehensive Cycle

A classroom teacher shall receive a summative criterion rating for each of the eight (8) state evaluation criteria. The overall summative rating is determined by totaling the eight (8) criterion-level scores as follows:

1. 8-14—Unsatisfactory

2. 15-21—Basic

3. 22-28—Proficient

4. 29-32—Distinguished

C. Student Growth Summative Score for Comprehensive Cycle

1. Student Growth Scoring

Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high* based on the scores below:

a. 5-12—Low

b. 13-17—Average

c. 18-20—High

*A score of 1 – Unsatisfactory in either of the student growth components SG 3.2 and SG 6.2 will result in a Low student growth summative score.

2. Student Growth Inquiry

If a teacher receives a 4 – Distinguished summative rating and a Low student growth rating, they must be automatically moved to the 3 – Proficient level for their summative rating. A Low student growth rating will trigger the student growth inquiry process. Within two months of receiving the low student growth score or at the beginning of the following school year, one or more of the following student growth inquiry activities must be initiated by the evaluator:

a. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on

appropriate classroom, school, school district and state-based tools and practices;

b. Examine extenuating circumstances which may include one or more of the following: Goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;

c. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation; and

d. Create and implement a professional development plan to address student growth areas.

Section 19.6 – Comprehensive Evaluation

A. Description

The Comprehensive Cycle assesses all eight (8) state evaluation criteria. All classroom teachers shall receive a Comprehensive Evaluation at least once every six years. The Comprehensive Cycle shall be used for all provisional classroom teachers and any classroom teacher who has not received a Level 3 – Proficient or above on the previous year's Comprehensive Summative Evaluation.

B. Process

1. Teacher Self-Assessment

Prior to the Comprehensive Cycle Conference 1 (CCC1), the teacher shall complete a Self-Assessment using the mutually agreed-upon form, and may elect to share this Self-Assessment with their evaluator. While the teacher shall not be required to share their self-assessment with the evaluator, the self-assessment process should inform the discussion of professional growth goals in the CCC1. The evaluator shall neither encourage nor discourage the teacher to share their self-assessment at any point during the PG&E process.

2. Student Growth Goal Setting

a. With the advice of the evaluator, the teacher shall determine student growth goals for Components SG-3.1, SG-6.1 and SG-8.1 and document them in the PG&E electronic file.

b. Student growth goal-setting and goal-achievement will focus on assessments close to the classroom, and must take into account multiple measures. Classroom-based measures are recommended, and teachers may use school-wide, district-wide, and/or state-wide assessments, if they choose. Teachers shall select which assessment measures to use as part of the goal-setting process. Teachers are encouraged to consider aligning student growth goals with the Annual Action Plan, exploring how individual

or team goals could work in support of a school-wide goal or area of focus. Teachers will only be required to set goals for one subject and/or section. The goal for SG-3.1 and SG-8.1, or SG-6.1 and SG-8.1, may be the same goal.

c. A plan for the Student Growth Goals should be discussed at the Comprehensive Cycle Conference (CCC1) described in Section 19.6.B.iii, but the actual goals may be submitted to the evaluator after the pre-assessment phase is complete.

d. The teacher must submit student growth goal results (SG-3.2 and SG-6.2) no later than May 1 unless mutually agreed-upon in writing by the teacher and evaluator.

3. Initial Conference – Comprehensive Cycle, Conference 1 (CCC1)

a. The Comprehensive Cycle Conference 1 (CCC1) shall be held before November 1 and prior to any scheduled observations of the teacher.

b. The purpose of CCC1 will be to discuss the teacher's evaluation process for the year, including student growth goals (as outlined above) and potential evidence/artifacts to be collected throughout the year to assess the teacher's performance on the evaluative criteria, as well as to establish a date and time for the first scheduled observation (if not already scheduled).

c. A pre-observation conversation may also be conducted during CCC1. If the projected timing of the First Observation does not align closely with the CCC1, a separate pre-observation meeting is encouraged, but not required.

4. First Observation

a. The first of at least two required observations shall be scheduled in advance and conducted after September 15 and before January 1; it must take place after the CCC1 (as outlined above). It shall be a minimum of thirty (30) minutes in duration; when possible, the evaluator will attempt to observe a complete lesson.

b. If a teacher has received a Summative Evaluation of Unsatisfactory or Basic in the prior year, this scheduled observation will not take place on the last student day before Thanksgiving or the day before winter break.

c. The evaluator will promptly document the required observations on the appropriate electronic form(s) and make the forms available the employee within three (3) working days of such documentation having been prepared, but no later than seven (7) working days after the observation. This report will include initial performance level scoring on the components observed.

i. Criteria or components not observed shall not be negatively construed except in a situation where a skill/practice should have been employed during the observation and it was not.

ii. It is neither necessary nor likely possible to address all components within the context of one observation cycle.

d. After receiving the observation documentation/report, the teacher may provide to the evaluator additional artifacts/evidence related to the observation to aid in the assessment of the teacher's professional performance against the instructional framework rubric and evaluative criteria. The evidence provided by the teacher shall be documented and considered in the scoring of the observation. If possible, this evidence shall be provided at least one (1) day prior to the post-observation conference.

5. First Post-Observation Conference – Comprehensive Cycle, Conference 2 (CCC2)

a. The Comprehensive Cycle Conference 2 (CCC2) will be held within ten (10) working days after the first scheduled observation and before January 5.

b. During the CCC2, the evaluator and employee will discuss the levels of performance for the components included in the evaluator's initial written observation report. If there is a disagreement about the scoring of performance, it will be discussed using the evidence collected by both evaluator and employee and revisions to the initial report may be made. If consensus is not reached, the evaluator's initial assessment will remain unchanged.

c. The purpose of the CCC2 is to review and discuss the evaluator's and teacher's evidence related to the scoring criteria during the observation, review and discuss any additional artifacts related to evaluation, review progress related to student growth goals, and discuss the teacher's performance relative to the eight evaluation criteria.

d. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing within the observation report.

e. Opportunities for professional growth that are not areas of concern should be discussed and may be included within the written observation report.

6. Second Observation

a. The second of at least two required observations may be scheduled in advance or unscheduled. It shall be conducted after the CCC2 and before May 1. It shall be a minimum of thirty (30) minutes in duration.

b. If a teacher has received a Summative Evaluation of Unsatisfactory or Basic in the prior year, this observation will not take place on the last student day before spring break.

c. The evaluator will promptly document the required observations using the appropriate electronic forms(s) and make the forms available the employee within three (3) working days of such documentation having been prepared,

but no later than seven (7) working days after the observation. This report will include initial performance level scoring on the components observed.

i. Criteria or components not observed shall not be negatively construed except in a situation where a skill/practice should have been employed during the observation and it was not.

ii. It is neither necessary nor likely possible to address all components within the context of one observation cycle.

d. After receiving the observation documentation/report, the teacher may provide to the evaluator additional artifacts/evidence related to the observation to aid in the assessment of the teacher's professional performance against the instructional framework rubric and evaluative criteria. The evidence provided by the teacher shall be documented and considered in the scoring of the observation. If possible, this evidence shall be provided at least one (1) day prior to the post-observation conference.

7. Provisional Employee Observations

a. The first required observation for newly hired Provisional Teachers must be conducted within 90 calendar days of their start date.

b. Employees in their third year of Provisional status must have at least three thirty-minute observations. The third observation shall follow the procedure for the Second Required Observation.

8. Second Post-Observation Conference – Comprehensive Cycle, Conference 3 (CCC3)

a. The Comprehensive Cycle Conference 3 (CCC3) will be held within ten (10) working days after the second required observation and before May 5.

b. During the CCC3, the evaluator and employee will discuss the levels of performance for the components included in the evaluator's initial written observation report. If there is a disagreement about the scoring of performance, it will be discussed using the evidence collected by both evaluator and employee and revisions to the initial report may be made. If consensus is not reached, the evaluator's initial assessment will remain unchanged.

c. The purpose of the CCC3 is to review and discuss the evaluator's and teacher's evidence related to the scoring criteria during the observation, review and discuss any additional artifacts related to evaluation, review progress related to student growth goals, review any previous areas of concern, and discuss the teacher's performance relative to the eight evaluation criteria.

d. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing within the observation report.

e. Opportunities for professional growth that are not areas of concern should be discussed and may be included within the written observation report.

9. Additional Observations

a. Additional observations may be necessary to collect further evidence of the teacher's professional practice related to the eight evaluative criteria. These observations are not required to be pre-scheduled, do not have to be in the classroom, and can include anything the teacher may do that is directly observed in a professional setting by the teacher's evaluator.

b. A series of brief observations conducted within a period of ten (10) working days may be considered a single observation and documented in a single written observation report provided to the teacher within five (5) working days of the last observation.

c. Any observation to be used in the PG&E process as evidence must be documented, and a written observation report provided to the teacher within five (5) working days of the observation.

d. If an evaluator becomes a party to information that could affect a classroom teacher's evaluation, such information can be used on the evaluation provided the evaluator has verified the information by either subsequent direct observation or investigation that verifies the information to be accurate and factual. This evidence or verified information shall be considered an additional observation and a written report must be provided to the teacher within five (5) working days of verification.

e. Any time after an additional observation a teacher may request a post-observation conference to discuss the written observation report.

10. Electronic Artifacts

a. All observations shall be conducted openly.

b. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without the prior knowledge and written consent of the evaluator and teacher. If any electronic audio and/or visual recordings are made, they shall be 1) included in the documentation of an existing observation, or 2) documented as an Additional Observation. The recording itself need not be retained in the teacher's electronic PG&E file due to electronic storage capacity.

c. If the teacher and evaluator cannot reach mutual agreement on the use of a mechanical or electronic recording device, either party shall, upon request, have access to mediation by the HEA President (or designee) and HSD Executive Director of Human Resources (or designee).

d. Photographs do not require mutual consent and may be submitted as evidence in the PG&E process by either evaluator or teacher.

11. Artifact Submission

a. The teacher and evaluator will collect and share artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom.

b. The artifacts provided by the teacher shall be used, along with other evidence collected by the principal, to determine the evaluation criteria scores

c. With few exceptions, artifacts should not be created specifically for the PG&E system, but should be a "natural harvest" of products generated in the course of the teacher's practice. Artifacts may be documented efficiently by conducting evaluation meetings in the teacher's classroom or other learning space.

d. Emphasis should be placed on the collection of a small number of high quality artifacts demonstrating teacher performance, rather than upon the quantity of artifacts submitted.

e. When a teacher and evaluator agree upon the rating of evidence for a component, no further evidence will be required.

f. Artifacts and evidence collection is encouraged throughout the school year, but final submission should be complete no later than May 1, unless mutually agreed upon by the teacher and evaluator in writing.

12. Comprehensive Summative Evaluation

a. A written summative evaluation, including a final summative score, must be completed using the appropriate electronic form and a copy provided to the teacher prior to June 15 or the last day of school, whichever is earlier. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.

b. All evidence, measures and observations, used in developing the summative evaluation score, must be based on the school year in which the evaluation is conducted and must be documented using the procedures contained within this Article; except that evidence for Criterion 8 may include the most immediate three (3) prior school years in which the teacher was participating in a Focused evaluation.

c. The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher indicates receipt and does not necessarily imply that the employee agrees with its contents.

d. A signed copy of the Summative Evaluation Report shall be placed in the employee's personnel file; the other shall remain with the employee. The teacher may attach any written comments to the summative evaluation report, if submitted within 30 working days from receipt.

13. Summative Evaluation Conference – Comprehensive Cycle, Conference 4 (CCC4)

a. The Comprehensive Cycle Conference 4 (CCC4) will be subsequent to the preparation of the Summative Evaluation Report and prior to the last day of school.

b. The purpose of the CCC4 is to review and discuss the Summative Evaluation Report and discuss the appropriate evaluation cycle for the subsequent year.

Section 19.7 – Focused Evaluation

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 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 they first conduct a full observation cycle, consistent with Section 19.6.B.4., 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 their evaluator. Any previous observations and artifacts will be applicable toward the Comprehensive evaluation, but the Comprehensive Cycle procedures would apply subsequent to this notification.

B. Professional Growth Plan and Summative Scoring

1. A Focused Evaluation professional growth plan and related activities need to be tied to one (1) of the eight (8) state evaluation criteria. If the employee chooses criterion 3, 6, or 8, a student growth evaluation component is included within that criterion. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.

2. The professional growth plan and activities shall be proposed by the teacher and mutually agreed upon with the evaluator at the Focused Cycle Conference 1 (FCC1). If mutual agreement is not reached, the teacher will be moved from Focused to the Comprehensive Cycle without the observation cycle requirement outlined in Section 19.7.A.

3. A group of teachers may focus on the same evaluation criteria and share professional growth plans and/or activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal or plan. Group members will still receive individual summative scores based on evidence of their own professional practice

4. The role of the evaluator is to assist the teacher in developing the professional growth plan and then to assist in its implementation, particularly by making reasonable efforts to provide the resources to implement it. Resources may include, but are not limited to time, materials, facilitation, and/or professional development.

5. A summative score for the Focused Evaluation is determined using the most recent Comprehensive Summative Evaluation score. This score becomes the Focused Summative Evaluation score for any of the subsequent years following the Comprehensive Summative Evaluation in which the certificated classroom teacher is placed on a Focused Evaluation. Should a teacher provide evidence of exemplary practice on the chosen Focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator, A score of 1 – Unsatisfactory in the student growth components SG 3.2 or SG 6.2 will trigger a student growth inquiry as outlined in Section 19.5.C.

C. Process

1. Professional Growth Plan

a. Prior to the FCC1, the teacher (or group of teachers) shall outline a professional growth plan and related activities linked to at least one of the state evaluative criteria.

b. If the teacher chooses criterion 1, 2, 4, 5, or 7, the teacher must also complete the student growth components in criterion 3 or 6, using the same process as described in Section 19.6.B.2.

c. The teacher shall document the professional growth plan on the appropriate electronic form and the student growth goal for components SG-3.1 and 3.2 or SG-6.1 and 6.2, if necessary, on the appropriate electronic form.

d. Procedures related to student growth are outlined in Section 19.6.B.2.

e. The teacher completes a final reflection on the Professional Growth Plan and submits it to the evaluator by May 15.

2. Initial Conference – Focused Cycle Conference 1 (FCC1)

a. The Focused Cycle Conference 1 (FCC1) shall be held before October 15 and prior to any scheduled observations of the teacher.

b. The purpose of FCC1 will be to discuss the employee's professional growth plan for the year, including student growth goals and potential evidence/artifacts to be collected throughout the year to facilitate the scoring of the selected criteria. Employees working together on a shared professional growth plan may elect to meet with the evaluator as a group.

c. At this conference, the evaluator shall review and suggest necessary revisions to the professional growth plan, as well as discuss possible resources that may be allocated to support the plan and related activities.

d. The professional growth plan must meet the evaluator's approval no later than October 31 or the teacher shall be placed on the Comprehensive Evaluation cycle for that school year.

3. Required Observations

a. Two required observations must take place after the FCC1 (as outlined above). Each shall be a minimum of thirty (30) minutes but may be non-continuous within a 10-workday period.

b. Pre- and/or post-observation conferences are encouraged, but not required. A post-observation conference may be requested by either the teacher or evaluator.

c. The first required observation cycle, including written documentation and any related conferences, must be complete prior to February 1; the second must be complete prior to May 1. These observation cycles may be clustered in the first semester, clustered in the second semester, or distributed between both.

d. As appropriate the observations need not be limited to the classroom, but may include the observation of duties that occur outside of the classroom setting.

e. The evaluator will promptly document the required observations using the appropriate electronic form(s) and make the forms available to the employee within seven (7) working days of such documentation having been prepared, but no later than five (5) working days after the observation. If the observation is non-continuous within a 10-workday period, the report will be provided within five (5) working days of the last observation.

f. This report will include initial performance level scoring on the components observed within the Criterion of Focus.

   i. Components not observed shall not be negatively construed except in a situation where a skill/practice should have been employed during the observation and it was not.

   ii. It is neither necessary nor likely possible to address all components within the context of one observation cycle.

g. After receiving the observation documentation/report, the teacher may provide to the evaluator additional artifacts/evidence related to the observation to aid in the assessment of the teacher's professional performance against the instructional framework rubric and evaluative criteria. The evidence provided by the teacher shall be documented and considered in the scoring of the observation. If possible, this evidence shall be provided at least one (1) day prior to the post-observation conference.

4. Focused Cycle Conference 2 (FCC2)

a. The Focused Cycle Conference 2 (FCC2) will be held between the two required observations.

b. During the FCC2, the evaluator and employee will discuss progress on the professional growth plan and related activities, check assumptions, and discuss any additional needed support or resources. Employees working together on a shared professional growth plan may elect to meet with the evaluator as a group.

5. Procedures and timelines related to Additional Observations, Electronic Artifacts, and Artifact Submission shall be the same as outlined in the Comprehensive Evaluation Cycle, Section 19.6.

6. Focused Summative Evaluation

a. A written summative evaluation, including a summative score (as outlined in Section 19.7.B.5), must be completed using the appropriate electronic form and a copy provided to the teacher prior to June 15 or the last day of school, whichever is earlier. A Summative score for the Focused Evaluation is determined using the most recent Comprehensive Summative Evaluation score. This score becomes the Focused Summative Evaluation score for any of the subsequent years following the Comprehensive Summative Evaluation in which the certificated classroom teacher is placed on a Focused Evaluation. Should a teacher provide evidence of exemplary practice on the chosen Focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator. Comments on the Focused Summative Evaluation shall relate to the Criterion of Focus.

b. All evidence, measures and observations used in developing the comments on the Focused Summative Evaluation must be based on the school year in which the evaluation is conducted and must be documented using the procedures contained within this Article.

c. The teacher will sign two (2) copies of the Focused Summative Evaluation Report. The signature of the teacher indicates receipt and does not necessarily imply that the employee agrees with its contents. A signed copy of the Summative Evaluation Report shall be placed in the employee's personnel file; the other shall remain with the employee. The teacher may attach any written comments to the final annual evaluation report, if submitted within 30 working days from receipt.

7. Summative Focused Evaluation Conference (FCC3)

a. The Focused Cycle Conference 3 (FCC3) will occur subsequent to the preparation of the Summative Focused Evaluation Report and prior to the last day of school.

b. The purpose of the FCC3 is to review and discuss the Summative Evaluation Report and decide upon the appropriate evaluation cycle for the subsequent year.

Section 19.8 – Support for Basic and Unsatisfactory Employees

A. Notification and Requirements

The Association will be notified no less than ten (10) work days prior to the start of the new school year when any teacher is judged below 3 - Proficient on their Summative Evaluation rating the previous spring.

B. Support

1. When a teacher is judged below 3 – Proficient on their Summative Evaluation rating, additional support shall be granted to the employee to support their professional growth.

2. In the event that a teacher's performance is judged to be Not Satisfactory, as defined in Section 19.4, then the provisions of Section 19.9, outlined below, shall apply.

3. In the event that a teacher on a continuing contract with more than five (5) years of experience receives a Summative Evaluation rating of 2 - Basic, then a Professional Support Plan will be developed by the teacher and evaluator and put in place no later than October 15 of the subsequent school year.

    a. A Professional Support Plan will identify the specific evaluative areas needing growth and the desired performance expectations. Additionally, the plan will provide for periodic performance feedback during that school year.

    b. A Professional Support Plan shall offer a minimum level of support provided and funded by the District. Additional supports may be discussed and added by mutual agreement of the teacher and evaluator. A minimum level of support will include:

        i. A mentor, experienced with the level (e.g., elementary, secondary) of the teacher and trained in the CDIF, to work with the teacher for up to 20 hours during the duration of the professional support plan.

        ii. At least three days of release time to observe and/or be observed by other teachers in the District.

        iii. Relevant professional development courses and/or materials, upon request, up to $500.

        iv. Access to online training materials related to the CDIF.

    c. No documentation related to the Professional Support Plan shall be placed in the teacher's personnel file.

Section 19.9 – Probation

A. Probation Notification

At any time after October 15, a classroom teacher whose work is judged not satisfactory based on the scoring criteria shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written, reasonable plan of improvement.

B. Probation

1. A classroom teacher's work is judged not satisfactory, and therefore shall be placed on probation, when the overall comprehensive summative evaluation score is 1 – Unsatisfactory. A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is 2 – Basic for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.

2. Teachers may only be placed on probation from the Comprehensive evaluation system described above.

3. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.

4. In the event that a teacher merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:

    a. The evaluation report prepared pursuant to the provisions of Section 19.6 above, and,

    b. A recommended specific and reasonable program designed to assist the teacher in improving their performance.

5. If the Superintendent concurs with the administrator's judgment that the performance of the employee is not satisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. Before being placed on probation, the Association and the teacher shall be given notice of action from the Superintendent which shall contain the following information:

    a. Specific areas of performance deficiencies identified from the instructional framework;

    b. A suggested specific and reasonable program for improvement;

    c. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in their area or areas of deficiency.

6. Upon request from the teacher and/or principal, the Superintendent or Designee shall consider an extension of the probationary period. Days may be added to the probationary status if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 1 of the same year. In addition, the probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15 is 1 – Unsatisfactory.

7. A probationary plan of improvement will be developed and will include the specific evaluative criteria which must be met and the performance expectations which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation, supports provided and funded by the District, and the dates those supports will be put in place. A minimum level of support will include:

    a. An instructional coach, experienced with the level (e.g., elementary, secondary) of the probationary teacher and trained in the CDIF, to work with the probationary teacher for up to 40 hours during the 60-day probationary period.

    b. At least three days of release time to observe and/or be observed by other teachers in the District.

    c. A second in-district administrator to observe the probationary teacher, at the request of the teacher.

    d. Relevant professional development courses and/or materials, upon request, up to $500.

    e. Release to work on their POI during up to 4 PCT times that are not related to PG&E or professional development related to an area in which they have been judged Basic or Unsatisfactory. No more than two PCT times may be taken from administratively-directed PCT time. Release time to be arranged in advance between the teacher and their principal.

    f. Access to online training materials related to the CDIF.

8. Evaluation During the Probationary Period

    a. At or about the time of the delivery of a probationary letter, the evaluator shall hold a conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.

    b. During the probationary period the evaluator shall observe and meet with the probationary teacher at least twice a month, and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 19.6 above shall apply to the documentation of observation reports during the probationary period.

    c. The probationary teacher may be removed from probation at any time if they have demonstrated improvement to the satisfaction of the evaluator in

those areas specifically detailed in notice of probation, and their overall performance is deemed satisfactory.

d. The probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be assigned by the ESD and will be jointly selected by the District and the Association from a list of evaluation specialists compiled by the ESD.

9. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

10. A teacher who is on a plan of improvement must be removed from probation if they have demonstrated improvement in the areas described as deficient, and their overall performance is deemed satisfactory. The teacher must be removed if a teacher with five (5) or fewer years of experience scores at 2-Basic or above and a teacher of more than five (5) years scores at 3-Proficient or above on their summative annual evaluation.

11. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28.A.405.300 or 28A.405.210.

12. Evaluator's Post-Probation Report

Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which shall identify whether the performance of the probationary teacher has improved and which shall set forth one (1) of the following recommendations for further action:

a. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or

b. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or

c. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.

13. Action by the Superintendent

a. Following a review of the report submitted pursuant to paragraph J above, the Superintendent shall determine which of the alternative courses of

action is proper and shall take appropriate action to implement such determination.

b. A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended at the discretion of the Superintendent, provided they have not received a summative evaluation rating of 1-Unsatisfactory for two years in a row.

Section 19.10 – Non-Renewal (Discharge)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1 – Unsatisfactory for two (2) consecutive years, and has completed the minimum 60-day probationary period, the District shall, no later than May 15, implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300.

The teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

Section 19.11 – Provisional Employees

Before non-renewing a provisional teacher for evaluative reasons, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies.

If, after the first 90 days of the school year, an evaluator believes a provisional teacher may receive less than a Proficient - 3 rating on their final summative evaluation, written notice shall be provided to the teacher and the Association prior to March 1, or within thirty (30) calendar days of the employee's 90th day of employment, if the employee is new to the District. Unless the leave status of an employee prevents a meeting, this written notice will be provided in the context of a conversation between the teacher and the evaluator, and the employee will be offered union representation for the meeting.

Any notification of non-renewal shall be issued no later than May 15, as provided in RCW 28A.405.220.

Section 19.12 – Evaluation Results

A. Evaluation results shall be used:

1. To acknowledge, recognize, and encourage excellence in professional performance.

2. To document the level of performance by a teacher of their assigned duties.

3. To identify specific areas for a teacher's professional growth, based on the criteria included on the evaluation instrument.

4. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.

5. As one of multiple factors in Human Resources and personnel decisions only as defined elsewhere in this agreement.

B. Evaluation results shall not be used to determine any type of base or additional compensation.

RATIFICATION OF AGREEMENT

This Agreement is hereby ratified by the Board of Directors of Highline School District No. 401 and the Highline Education Association.

Dated this _____ day of _____, 2024.

HIGHLINE EDUCATION ASSOCIATION

President

UniServ Director

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

HIGHLINE SCHOOL DISTRICT NO. 401

President, Board of Directors

Superintendent

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Pedro Arellano Camarena
(Unavailable for Signature)
Negotiating Team Member

APPENDIX A – EVALUATION CRITERIA

Section A.1 – Audiologist

The following criteria will be used in the evaluation of Audiologists:

CRITERIA	INDICATORS FOR AUDIOLOGIST
1. Preparation in Specialty	1.1 possesses and maintains competence in field of specialty; 1.2 understands current developments in the field of specialty, evaluates and applies these when appropriate;
2. Program Planning	2.1 establishes immediate and long range objectives consistent with those determined by immediate supervisor; 2.2 prepares effective plans to meet objectives; 2.3 evaluates plans on a continuing basis and utilizes results in adjusting procedures to meet objectives.
3. Consulting Techniques	3.1 utilizes consulting techniques which are consistent with selected objectives. Such techniques will: 3.1.1 make provisions for differences in teachers' background and experiences in the field of specialty; 3.1.2 provide teachers with knowledge of current materials and techniques in the field; 3.1.3 assist teachers in improving teaching techniques in the classroom; 3.1.4 assist teachers in planning, implementing, and evaluating new programs in the field; 3.1.5 consult with other staff, school personnel, and parents, concerning the development, coordination, and/or extension of services to those needing specialized programs.
4. Management Abilities	4.1 arranges for the involvement of people in the program and guides this involvement to meet program needs; 4.2 organizes materials to meet program needs; 4.3 follows a reasonable timeline for achieving objectives and meets deadlines; 4.4 understands all aspects of the program and can articulate this understanding; 4.5 enlists assistance of other supportive personnel (principals, coordinators, consultants, outside experts) when appropriate.

Section A.2 – Consultant

The following criteria will be used in the evaluation of Consultant staff:

CRITERIA	INDICATORS FOR CONSULTANT
1. Preparation in Specialty	1.1 seeks, acquires and studies new research in field of specialty; 1.2 understands current developments in the field of specialty, evaluates and applies these when appropriate; 1.3 advises others on the application of current developments in field of specialty to educational programs currently operating in the district.
2. Program Planning	2.1 establishes immediate and long range objectives consistent with those determined by immediate supervisor; 2.2 prepares effective plans to meet objectives; 2.3 structures and conducts needs assessments to provide a variety of objective information for program planning purposes; 2.4 analyzes resultant needs assessment data to determine what types of programs may be needed and what procedures would be most appropriate for implementing these programs; 2.5 evaluates plans on a continuing basis and utilizes results in adjusting procedures to meet objectives.
3. Consulting Techniques	3.1 utilizes consulting techniques which are consistent with selected objectives. Such techniques will: 3.1.1 make provisions for differences in staff members' backgrounds and experience in the field of specialty; 3.1.2 provide staff members with knowledge of current materials techniques in the field; 3.1.3 assist staff members in improving teaching techniques in the classroom; 3.1.4 assist staff members in planning, implementing, and evaluating new programs in the field.
4. Management Abilities	4.1 arranges for the involvement of people in the program and guides this involvement to meet program needs; 4.2 organizes materials to meet program needs; 4.3 follows a reasonable timeline for achieving objectives and meets deadlines; 4.4 understands all aspects of the program and can articulate this understanding; 4.5 enlists assistance of other supportive personnel (principals, coordinators, consultants, outside experts) when appropriate; 4.6 keeps necessary records and compiles reports. Contributes to research for program or project when necessary; 4.7 assists with the preparation of program budgets; 4.8 monitors these budgets and prepares budget revisions as necessary; 4.9 assists, as requested, with securing funding to continue program operations.
5. Staff Relations	5.1 develops rapport with district staff members as individuals in a professional manner; 5.2 deals with personal information and communication in an ethical manner;

CRITERIA	INDICATORS FOR CONSULTANT
	5.3 encourages two-way communication on program operations (including strengths, weaknesses, concerns, and recommendations for change).
6. Related Personal Qualities	6.1 maintains a professional relationship with colleagues and other administrative personnel; 6.2 seeks, accepts, and benefits by constructive criticism; 6.3 displays initiative in accomplishing objectives; 6.4 demonstrates flexibility in adjusting to unforeseen changes in program and/or management tasks related to program.

Section A.3 – Counselor

The following criteria will be used in the evaluation of Counselors:

CRITERIA	INDICATORS FOR COUNSELOR
1. Preparation/ Professional Growth	1.1 Possesses and maintains competence in current counseling practices. 1.2 Understands current development in the counseling field and applies school counselor best practice. 1.3 Takes initiative in seeking out professional development and other opportunities to improve practice. 1.4 Understands counselor's professional role and exhibits enthusiasm for the work.
2. Program Planning	2.1 Establishes immediate and long-range objectives consistent with ASCA guidelines, school & district Comprehensive School Counseling Plans, Student needs and school & district mission. 2.2 Prepares effective plans to meet objectives. 2.3 Evaluates plans on a regular basis and utilizes results to adjust school counselor practice to meet objectives. 2.4 Demonstrates leadership through the development and implementation of a school counseling program.
3. Relationships with Students & Families	3.1 Demonstrates belief all students should have access to the comprehensive school counseling program. 3.2 Establishes relationships and maintains rapport with students and families in a professional manner: a. Practices active listening b. Shows empathy and compassion c. Respects different values d. Encourages independent decision making 3.3 Respects parental concerns and individual needs. 3.4 Deals with personal information and communication in a confidential manner. 3.5 Is a liaison between school, family, and community support services.
4. Relationships with Staff	4.1 Develops rapport with administrators and school staff in a professional and respectful manner. 4.2 Demonstrates clarity and professionalism in written and oral communication with staff. 4.3 Understands the importance of teamwork and believes that all staff work as a team to serve students and families. 4.4 Actively participates in teams by clarifying roles, articulating concerns or problems, contributing information & solutions, and facilitating decision making. 4.5 Consults and collaborates with school staff and other student support persons to serve the general needs of students and families. 4.6 Responds to staff concerns, functions effectively as a resource and case consultant and makes appropriate referrals.
5. Personal/ Professional	5.1 Adheres to ASCA professional ethical standards within the school counseling role.

CRITERIA	INDICATORS FOR COUNSELOR
Qualities	5.2 Demonstrates ability to give and receive feedback constructively. 5.3 Functions in a well-organized manner. 5.4 Meets responsibilities as laid out in the HPS Comprehensive School Counseling Program in a punctual and reliable manner. 5.5 Demonstrates awareness of one's own strengths and limitations to improve or enhance the school counseling program. 5.6 Adaptability - is flexible, responsive to, and able to prioritize needs as they arise.

ASCA School Counselor Professional Standards and Competencies linked here

ASCA Ethical Standards ASCA Ethical Standards for School Counselors linked here

Section A.4 – Library Media Specialist

The following criteria will be used in the evaluation of Library Media Specialists:

CRITERIA	INDICATORS FOR LIBRARY MEDIA SPECIALIST
1. Media Role	1.1 selects media and equipment consistent with the District's selection policy and appropriate to the curriculum; 1.2 selects a balance of media to meet a variety of learning styles and teaching strategies; 1.3 maintains a well-organized learning resource center for effective use of media; 1.4 provides maintenance for materials and equipment; 1.5 develops and implements a program for the integration of materials and equipment into the learning experience; 1.6 identifies needs for locally produced materials; 1.7 relates services from the District level to meet building instructional needs.
2. Program Planning	2.1 creates a welcoming and comfortable atmosphere for students and teachers in the Learning Resources Center; 2.2 directs aides, volunteers and student help with efficiency and understanding; 2.3 develops program objectives and works toward their achievement.
3. Teaching	3.1 utilizes teaching techniques which are consistent with the selected objective. Such techniques will: 3.1.1 make provision for differences in ability among students, 3.1.2 provide for the previous knowledge, abilities, and interests of the class, 3.1.3 makes effective use of instructional equipment, materials, and resource personnel, 3.1.4 provide a variety of activities in keeping with the maturity and attention span of the students, 3.1.5 implement lesson plans but permit flexibility; 3.2 gives explanations, assignments and directions clearly; 3.3 makes reasonable and appropriate assignments; 3.4 motivates students by making lessons interesting and challenging; 3.5 helps students to develop acceptable work habits and study skills; 3.6 evaluates daily lessons and units of study by assessing student achievement of objectives; 3.7 provides guidance and assistance for students.
4. Room Management and Discipline	4.1 establishes and maintains order and discipline in the Library including: 4.1.1 quiet when appropriate; 4.1.2 attention to the Library Media Specialist when instruction is being given; 4.1.3 student conforming to established rules; 4.2 shows consistency in fairness and dealing with student behavior; 4.3 disciplines students in a firm but controlled manner; 4.4 encourages students to develop courtesy, self-control, respect, and responsibility; 4.5 enlists the assistance of counselors, assistant principal, principal, and other supportive personnel when appropriate;

CRITERIA	INDICATORS FOR LIBRARY MEDIA SPECIALIST
	4.6 assists in maintaining control and enforcing rules throughout the school.
5. Pupil-Library Media Specialist Relations	5.1 develops rapport with the student as an individual in a professional manner; 5.2 deals with personal information and communication in an ethical manner.

Section A.5 – Nurse

The following criteria will be used in the evaluation of Nurses:

CRITERIA	INDICATORS FOR NURSE
1. Health Services	1.1 identifies student health problems and needs and shares necessary information and its implication with staff; 1.2 maintains a health record for all students, recording screening results on individual student cards; 1.3 assumes the responsibility for screening procedures, such as hearing, vision, and scoliosis; 1.4 reviews and follows up on all student immunization compliance as required by state regulations; 1.5 performs special education health assessments and participates in staffing and I.E.P. planning; 1.6 recommends appropriate medical supplies for the schools; 1.7 assists the school in providing care for injured or ill students at school; 1.8 performs other health-related duties as requested by the principal as time permits.
2. Health Education	2.1 provides resources for health and medical concerns for students and staff; 2.2 provide classroom presentations of health issues as requested by staff or as needed and time permits; 2.3 plans and coordinates health care management for students with special health care needs; 2.4 provides staff in-service in areas of identified need, i.e., C.P.R., seizure care, control of communicable diseases as time permits; 2.5 assists in evaluating learning resource material and curricula in the area of health.
3. Health Counseling	3.1 consults with student, parents, teachers and other staff to obtain appropriate medical care for students; 3.2 assists parents and school personnel to understand and accept children with special needs; 3.3 works with students individually or in groups in areas such as; substance abuse, self esteem, acute and chronic disease, sexual abuse prevention and treatment; 3.4 consults, advises and may refer staff in the areas of health monitoring and counseling.
4. Interpersonal Relationships	4.1 respects individual children and their needs and maintains student rapport; 4.2 deals in a professional manner with personal and health information; 4.3 maintains professional relationships with staff, parents and students; 4.4 is a liaison between school, family and community health services.
5. Personal/ Professional Growth	5.1 is responsible for personal and professional growth; 5.2. demonstrates an awareness of one's own strengths and limitations to improve or enhance competence; 5.3 is punctual and reliable;

Section A.6 – Psychologist

The following criteria will be used in the evaluation of Psychologists:

CRITERIA	INDICATORS FOR PSYCHOLOGIST
1. Preparation	1.1 possesses and maintains competency in assessment and evaluation techniques in light of psychometric procedures; 1.2 considers abilities, interests, and present performance levels of students in planning; 1.3 establishes immediate and long range objectives; 1.4 prepares effective plans to meet objectives; 1.5 plans for continuing evaluation and reassessment of students' progress in Special Education; 1.6 selects and prepares appropriate equipment and materials in advance of evaluation and assessment; 1.7 demonstrates awareness of the laws relating to "education for all."
2. Ability to Analyze the Presenting Problem	2.1 utilizes psychological and psychometric techniques to clearly identify the problem; 2.2 establishes priorities in relationship to problem; 2.3 can provide acceptable alternatives/solutions to problems; 2.4 has the ability to cope with crises situations; 2.5 usefulness of recommendations; 2.6 provides adequate follow-up with cases.
3. Communication Skills with School Staff	3.1 listening skills; 3.2 ability to give and take feedback; 3.3 ability to articulate problem-related ideas and alternatives clearly; 3.4 facilitates communication between all professional staff.
4. Rapport	4.1 builds working relationships with: 4.1.1 students 4.1.2 parents 4.1.3 teachers 4.1.4 administrators 4.1.5 student services team 4.1.6 outside agencies
5. Personal Qualities	5.1 meets responsibilities in a punctual and reliable manner; 5.2 maintains a professional relationship with colleagues, administrators, and parents; 5.3 accepts responsibilities for cases on a continuing basis.

Section A.7 – Social Worker

The following criteria will be used in the evaluation of Social Workers:

CRITERIA	INDICATORS FOR SOCIAL WORKER
1. Social Work Techniques	1.1 possesses and maintains competence in current social work practices; 1.2 demonstrates flexible interviewing techniques in making assessments; 1.3 demonstrates working knowledge of family dynamics; 1.4 participates in team process by clarifying roles, contributing information and facilitating decision making; 1.5 develops and carries out an appropriate plan which may include changing behavior within the individual, family, school and/or community; 1.6 demonstrate ability to diagnose and respond to crisis situations; 1.7 mediates when necessary between school and home.
2. Caseload Management	2.1 confers with appropriate school personnel and relevant agencies; 2.2 reads appropriate files as part of assessment; 2.3 uses team process for information gathering and feedback; 2.4 determines priorities after involving school personnel; 2.5 maintains written records consistent with effective case planning; 2.6 evaluates caseload regularly.
3. Resources	3.1 maintains current information about agency referral policies and guidelines; 3.2 informs students, parents and school staff of available community services and assists them to effectively use appropriate services; 3.3 identifies the existing gaps in service to the community.
4. Interpersonal Relationships	4.1 establishes relationship with students in a professional manner: 4.1.1 respects different values; 4.1.2 encourages independent decision making; 4.1.3 respects co-worker's abilities, encourages potential for growth and initiates exchange of ideas; 4.2 respects parental concerns and individual needs; 4.3 respects co-worker's abilities, encourages potential for growth and initiates exchange of ideas; 4.4 deals with personal information and communication in an ethical manner.
5. Professional Qualities	5.1 reliability – justifies confidence, meets responsibilities in a punctual manner; 5.2 adaptability – performs duties while actively attempting to define situations and resolve conflicts; 5.3 initiative – creates alternatives and attempts to change dysfunctional school environment; 5.4 development – reads current materials, participates in professional activities and shares information with colleagues.

Section A.8 – Specialist

The following criteria will be used in the evaluation of Specialists:

CRITERIA	INDICATORS FOR THE SPECIALIST
1. Preparation in Specialty:	1.1 possesses and maintains competence in field of specialty; 1.2 understands current developments in the field of specialty, evaluates and applies these when appropriate.
2. Program Planning:	2.1 establishes immediate and long-range objectives consistent with those determined by immediate supervisor; 2.2 prepares effective plans to meet objectives; 2.3 evaluates plans on a continuing basis and utilizes results in adjusting procedures to meet objectives.
3. Consulting Techniques (i.e., Teacher Advising Techniques, Resource Skills, Teaching Skills)	3.1 utilizes consulting techniques, which are consistent with selected objectives. Such techniques will: 3.1.1 make provisions for differences in teachers' backgrounds and experience in the field of specialty; 3.1.2 provide teachers with knowledge of current materials and techniques in the field; 3.1.3 assist teachers in improving teaching techniques in the classroom; 3.1.4 assist teachers in planning, implementing, and evaluating new programs in the field.
4. Management Abilities	4.1 arranges for the involvement of people in the program and guides this involvement to meet program needs; 4.2 organizes materials to meet program needs; 4.3 follows a reasonable timeline for achieving objectives and meets deadlines; 4.4 understands all aspects of the program and can articulate this understanding; 4.5 enlists assistance of other supportive personnel (principals, coordinators, consultants, outside experts) when appropriate; 4.6 keeps necessary records and compiles reports. Contributes to research for program or project when necessary.
5. Specialist School-Staff Relations:	5.1 develops rapport with teachers and principals as individuals in a professional manner; 5.2 deals with personal information and communication in an ethical manner.
6. Related Personal Qualities	6.1 maintains a professional relationship with colleagues and other administrative personnel; 6.2 seeks, accepts, and benefits by constructive criticism; 6.3 displays initiative in accomplishing objectives.

Section A.9 – Speech-Language Pathologist

The following criteria will be used in the evaluation of Speech-Language Pathologists:

CRITERIA	INDICATORS FOR SPEECH LANGUAGE PATHOLOGIST
1. Diagnostic Services	1.1 determines the diagnostic needs of a given child related to language, speech and hearing concerns of professional school personnel, parental concern, classroom observations and reviewing of the child's history; 1.2 determines accurately and efficiently those individuals who exhibit disorders of language, speech and/or hearing; 1.3 gathers diagnostic information concerning the student's language, speech and hearing obtained through the use of standardized and informal tests and classroom observations; 1.4 determines through competent examination, diagnostic procedures and appropriate referral, the nature, etiology and severity of the specific handicap(s) of those individuals with language, speech and/or hearing disorders.
2. Therapeutic Services	2.1 designs a program for language, speech and hearing services within the school; 2.2 plans, conducts and modifies an appropriate treatment program for those individuals diagnosed as having language, speech and/or hearing disorders and arranges for the implementation programs; 2.3 conducts a program which effectively modifies the behavior characterizing the language, speech and/or hearing disorder.
3. Consultative Services	3.1 provides consultative services for those interested in language, speech and hearing programs. The Speech-Language Pathologist serves in a consultative role in planning and implementing language-speech improvement programs; 3.2 interprets the results and conclusions of diagnostic data to professional team members in order to determine to what extent the language, speech or hearing disorder may be contributing to the child's performance in the classroom; 3.3 uses the information of other professional team members in planning more effective remediation for a student; 3.4 explores and implements with teachers, parents, team members and outside agencies or other involved personnel appropriate strategies for meeting the communication needs of each child; 3.5 serves as a resource person in the area of language, speech and hearing skills.
4. Personal Qualities	4.1 functions effectively and cooperatively within the educational environment; 4.2 selects a variety of activities which insure continuous professional growth.

Section A.10 – Language Specialist for the Deaf and Hard of Hearing

The following criteria will be used in the evaluation of the Language Specialist for the Deaf and Hard of Hearing:

CRITERIA	INDICATORS FOR LANGUAGE SPECIALIST FOR THE DEAF AND HARD OF HEARING
1. Preparation in Specialty	1.1 possesses and maintains competence in field of specialty; 1.2 understands current developments in the field of specialty, evaluates and applies these when appropriate.
2. Diagnostic Services	2.1 utilizes pertinent information in determining the diagnostic needs of a given child, relating to language and speech behavior; 2.2 uses appropriate standardized and informal diagnostic tools to evaluate a given child's speech and language abilities, including prelinguistic cognitive skills, when necessary; 2.3 uses diagnostic and other information to determine the nature, etiology, and severity of the speech and language handicap(s).
3. Program Planning and Management	3.1 uses the information of their professional team members in planning more effective remediation for a student; 3.2 develops appropriate, sequential language and speech programs for a given child, based on diagnostic findings; 3.3 monitors and modifies language and speech programs, insuring continued progress of the child.
4. Consultative Services	4.1 serves in a consultative role in planning and implementing communication, language and speech development programs; 4.2 interprets results and conclusions of diagnostic data to professional team members; 4.3 explores and implements with teachers, parents, team members and outside agencies or other involved personnel, appropriate strategies for meeting the communication needs of each child; 4.4 serves as a resource person in the areas of communication, language and speech skills.
5. Management Abilities	5.1 arranges for the involvement of people in the program and guides this involvement to meet program needs; 5.2 organizes materials to meet program needs; 5.3 follows a reasonable timeline for achieving objectives and meets deadlines; 5.4 understands all aspects of the program and can articulate this understanding; 5.5 enlists assistance of other supportive personnel (principals, coordinators, consultants, outside experts) when appropriate; 5.6 keeps necessary records and compiles reports; 5.7 contributes to research for program or project when necessary.

Section A.11 – Parent-Infant Specialist for the Deaf and Hard of Hearing

The following criteria will be used in the evaluation of the Parent-Infant Specialists for the Deaf and Hard of Hearing:

CRITERIA	INDICATORS FOR PARENT-INFANT SPECIALIST FOR DEAF AND HARD OF HEARING
1. Preparation	1.1 possesses and maintains competence in field of specialty; 1.2 understand current developments in the field of specialty, evaluates and applies these when appropriate.
2. Program Planning	2.1 establishes immediate and long range objectives consistent with those determined by immediate supervisor; 2.2 prepares effective plans to meet objectives; 2.3 evaluates plans on a continuing basis and utilizes results in adjusting procedures to meet objectives.
3. Management Abilities	3.1 arranges for the involvement of support personnel in the program and guides this involvement to meet program needs; 3.2 organizes material to meet program needs; 3.3 follows a reasonable timeline for achieving objectives and meets deadlines; 3.4 understands all aspects of the program and can articulate this understanding; 3.5 enlists assistance of other supportive personnel (principals, coordinators, consultants, outside experts) when appropriate; 3.6 keeps necessary records and compiles reports; 3.7 contributes to research for program or project when necessary.
4. School Staff Relations	4.1 develops rapport with teachers and principals as individuals in a professional manner; 4.2 deals with personal information and communication in an ethical manner.
5. Personal Qualities Related to Teaching	5.1 meets responsibilities in a punctual and reliable manner; 5.2 maintains a professional relationship with colleagues, administrators, parents, medical community, and other outside agencies; 5.3 accepts a fair share of extra-curricular responsibilities.
6. Effort toward Improvement when Needed	6.1 participates in a self-evaluation process which identifies both areas of strength and areas in need of improvement; 6.2 makes an effort to respond to recommendations included in periodic and annual evaluations; 6.3 participates in in-service, professional, and college activities leading to continued professional growth.

Section A.12 – Teacher

The following criteria will be used in the evaluation of Teachers:

CRITERIA	INDICATORS FOR TEACHERS
1. Instructional Skill The certificated classroom teacher demonstrates in his or her performance a competent level of knowledge and skill in designing and conducting an instructional experience.	1.1 establishes immediate and long range objectives which are in accord with district and building curricula; 1.2 prepares effective plans to meet objectives; 1.3 considers abilities, interests, and present performance levels of students in planning and conducting lessons; 1.4 plans for and implements continuing evaluation in lessons and units and utilizes results in planning subsequent lessons; 1.5 utilizes teaching techniques which are consistent with objectives; 1.6 motivates students by making lessons interesting and challenging; 1.7 gives explanations, assignments, and directions clearly; 1.8 makes reasonable and appropriate assignments.
2. Classroom Management The certificated classroom teacher demonstrates in his or her performance a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.	2.1 organizes the classroom setting to contribute to the learning process; 2.2 selects and prepares equipment and materials appropriate to implement lesson objectives in advance of the lesson; 2.3 evaluates individual student progress regularly and maintains records for report card and/or parent conferences; 2.4 enlists the assistance of counselors, assistant principal, principal, and other supportive personnel where appropriate; 2.5 provides adequate plans for substitute teacher.
3. Handling of Student Discipline The certificated classroom teacher demonstrates the ability to manage the non-instructional human dynamics in the educational setting.	3.1 establishes and makes clear, parameters for student behavior in the classroom; 3.2 establishes and maintains order and discipline in the classroom; 3.3 disciplines students where appropriate in a firm but controlled manner; 3.4 shows consistency and fairness in dealing with student behavior; 3.5 encourages students to develop courtesy, self- control, respect and responsibility; 3.6 assists in maintaining control and enforcing rules throughout the school.
4. Knowledge of Subject Matter The certificated classroom teacher demonstrates a depth and breadth of know- ledge of theory and content in general education and subject matter specialization(s) appropriate to elementary and/ or secondary level(s).	4.1 possesses and maintains competence in subject matter areas; 4.2 exhibits interest and enthusiasm for general education and continued intellectual growth; 4.3 relates subject matter field(s) to other subjects and discipline.

CRITERIA	INDICATORS FOR TEACHERS
5. Effort toward Improvement when Needed The certificated classroom teacher demonstrates an awareness of his or her limitations and strengths and demonstrates continued professional growth.	5.1 participates in a self-evaluation process which identifies both areas of strength and areas in need of improvement; 5.2 makes an effort to respond to recommendations included in periodic and annual evaluations; 5.3 participates in inservice, professional, and college activities leading to continued professional growth
6. Professional Preparation and Scholarship The certificated classroom teacher exhibits in his or her performance evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession.	6.1 possesses and maintains competency in current teaching techniques; 6.2 deals with personal information and communication in an ethical manner.
7. Interest in Teaching Pupils The certificated classroom teacher demonstrates an understanding of a commitment to each pupil taking into account each individual's unique background and characteristics.	7.1 develops rapport with the student as an individual in a professional manner; 7.2 shows enjoyment in and enthusiasm for working with students; 7.3 exhibits willingness to work individually with students; 7.4 provides guidance and assistance for students.
8. Personal Qualities Related to Teaching The certificated classroom teacher demonstrates a competent level of knowledge and skill in personal areas related to teaching.	8.1 meets responsibility in a punctual and reliable manner; 8.2 maintains a professional relationship with colleagues, administrators, and parents; 8.3 accepts a fair share of extra-curricular responsibilities.

Section A.13 – Occupational Therapist

The following criteria will be used in the evaluation of Occupational Therapists:

CRITERIA	INDICATORS FOR OCCUPATIONAL THERAPIST
1. Preparation	1.1 maintains appropriate licenses and certifications; 1.2 possesses and maintains competence in field of specialty; 1.3 compliant in required professional development; 1.4 adheres to safety regulations; 1.5 understands current development in the field of specialty and applies when appropriate.
2. Program Planning and Implementation	2.1 completes evaluations in a timely manner, using tools and materials appropriate to the student (presentation, referring concerns, culture, socio-economic factors); 2.2 establishes an accurate and appropriate student-centered plan based on the evaluation results, contexts, and/or practice models (examples: creates relevant and measurable goals in collaboration with the student and/or family/caregivers, recommends additional consultation and referrals); 2.3 conducts and modifies a treatment program; 2.4 keeps necessary records including, but not limited to, intervention notes; 2.5 communicates progress with families and teams.
3. Consulting Techniques	3.1 utilizes techniques which are consistent with selected objectives; such techniques will: 3.1.1 make provisions for differences in teachers' backgrounds and levels of expertise; 3.1.2 assist teachers with making improvements to teaching techniques in the classroom; 3.1.3 include consultation with other staff, personnel, and caregivers, concerning the development and coordination of services; 3.2 enlists the assistance of other supportive personnel when appropriate, (e.g., paraprofessionals, therapy assistants, building staff).
4. Communication Skills	4.1 demonstrates clarity and professionalism in written and oral communication with staff, students, and caregivers; 4.2 establishes and maintains rapport with students, staff, and caregivers; 4.3 ability to give and receive feedback constructively.
5. Personal/ Professional Qualities	5.1 meets responsibilities in a punctual and reliable manner; 5.2 takes initiative in seeking out professional development and other opportunities to improve practice; 5.3 demonstrates awareness of one's own strengths and limitations to improve or enhance competence.

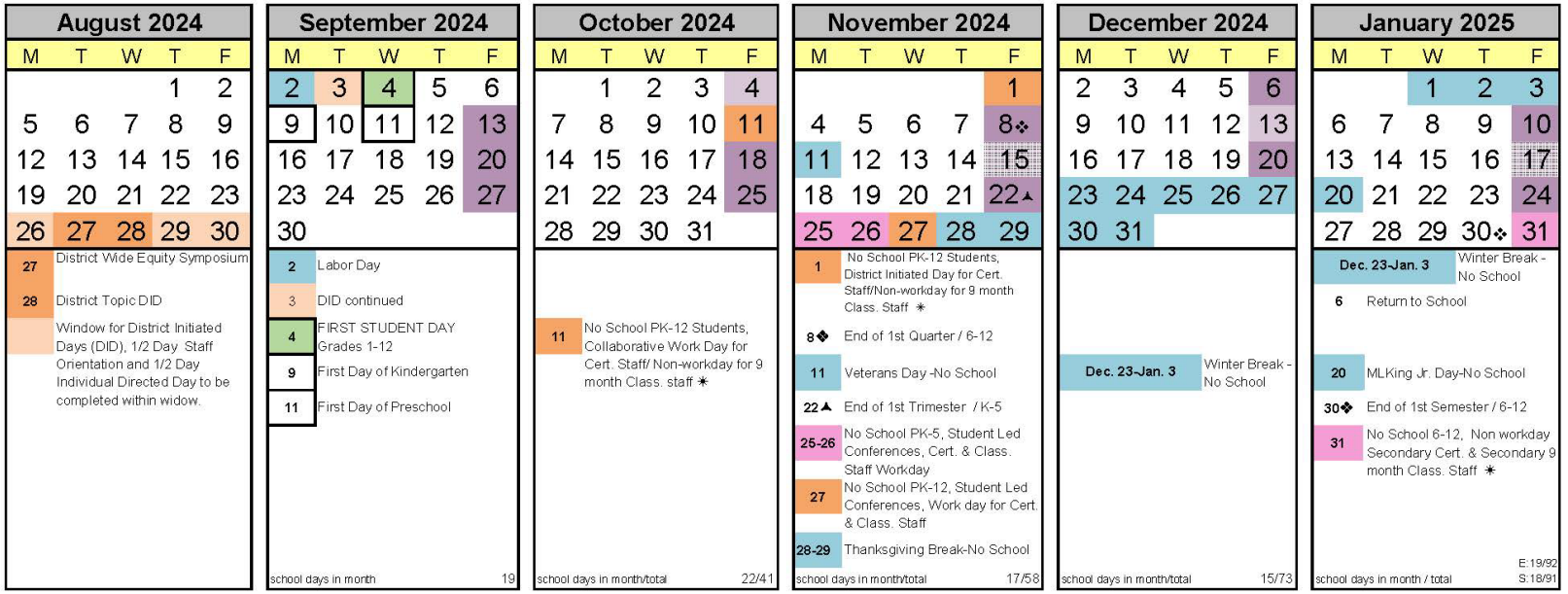
Section A.14 – Physical Therapist

The following criteria will be used in the evaluation of Physical Therapists:

CRITERIA	INDICATORS FOR PHYSICAL THERAPIST
1. Preparation	1.1 maintains appropriate licenses and certifications; 1.2 possesses and maintains competence in field of specialty; 1.3 compliant in required professional development; 1.4 adheres to safety regulations; 1.5 understands current development in the field of specialty and applies when appropriate.
2. Program Planning and Implementation	2.1 completes evaluations in a timely manner, using tools and materials appropriate to the student (presentation, referring concerns, culture, socio-economic factors); 2.2 establishes an accurate and appropriate student-centered plan based on the evaluation results, contexts, and/or practice models (examples: creates relevant and measurable goals in collaboration with the student and/or family/caregivers, recommends additional consultation and referrals); 2.3 conducts and modifies a treatment program; 2.4 keeps necessary records including, but not limited to, intervention notes; 2.5 communicates progress with families and teams.
3. Consulting Techniques	3.1 utilizes techniques which are consistent with selected objectives; such techniques will: 3.1.1 make provisions for differences in teachers' backgrounds and levels of expertise; 3.1.2 assist teachers with making improvements to teaching techniques in the classroom; 3.1.3 include consultation with other staff, personnel, and caregivers, concerning the development and coordination of services; 3.2 enlists the assistance of other supportive personnel when appropriate, (e.g., paraprofessionals, therapy assistants, building staff).
4. Communication Skills	4.1 demonstrates clarity and professionalism in written and oral communication with staff, students, and caregivers; 4.2 establishes and maintains rapport with students, staff, and caregivers; 4.3 ability to give and receive feedback constructively.
5. Personal/ Professional Qualities	5.1 meets responsibilities in a punctual and reliable manner; 5.2 takes initiative in seeking out professional development and other opportunities to improve practice; 5.3 demonstrates awareness of one's own strengths and 5.4 limitations to improve or enhance competence.

APPENDIX B – WORK YEAR CALENDAR

2024-25 Work Year Calendar



August 2024

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

- 27 District Wide Equity Symposium
- 28 District Topic DID
- Window for District Initiated Days (DID), 1/2 Day Staff Orientation and 1/2 Day Individual Directed Day to be completed within widow.

September 2024

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

- 2 Labor Day
- 3 DID continued
- 4 FIRST STUDENT DAY Grades 1-12
- 9 First Day of Kindergarten
- 11 First Day of Preschool

school days in month 19

October 2024

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

- 11 No School PK-12 Students, Collaborative Work Day for Cert. Staff/ Non-workday for 9 month Class. staff ✳

school days in month/total 22/41

November 2024

M	T	W	T	F
				1
4	5	6	7	8❖
11	12	13	14	15
18	19	20	21	22▲
25	26	27	28	29

- 1 No School PK-12 Students, District Initiated Day for Cert. Staff/Non-workday for 9 month Class. Staff ✳
- 8❖ End of 1st Quarter / 6-12
- 11 Veterans Day -No School
- 22▲ End of 1st Trimester / K-5
- 25-26 No School PK-5, Student Led Conferences, Cert. & Class. Staff Workday
- 27 No School PK-12, Student Led Conferences, Work day for Cert. & Class. Staff
- 28-29 Thanksgiving Break-No School

school days in month/total 17/58

December 2024

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

- Dec. 23-Jan. 3 Winter Break - No School

school days in month/total 15/73

January 2025

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30❖	31

- Dec. 23-Jan. 3 Winter Break - No School
- 6 Return to School
- 20 MLKing Jr. Day-No School
- 30❖ End of 1st Semester / 6-12
- 31 No School 6-12, Non workday Secondary Cert. & Secondary 9 month Class. Staff ✳

school days in month / total E:19/92 S:18/91

February 2025

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

- 14 Mid-Winter Break - No School
- 17 President's Day-No School

school days in month / total E:18/110 S:18/109

March 2025

M	T	W	T	F
3	4	5	6	7
10	11	12	13▲	14
17	18	19	20	21
24	25	26	27	28
31				

- 13▲ End of 2nd Trimester / K-5
- 14 No School - PK-12, Conferences 6-12 according to schools' schedules / Non Workday Elementary Cert. & 9 month Class. Staff ✳

school days in month / total E:20/130 S:21/130

April 2025

M	T	W	T	F
	1	2	3	4❖
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

- 4❖ End of 3rd Quarter / 6-12
- 7-11 Spring Break - No School

school days in month / total 17/147

May 2025

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

- 26 Memorial Day-No School
- 27 No School: Emergency Make-up Day if needed

school days in month / total 20/167

June 2025

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

- 17 LAST DAY OF PRESCHOOL
- 18 LAST DAY OF SCHOOL K-12
- 19 Juneteenth
- 20-30 No School: Emergency Make-up Days if needed

school days in month 13/180

July 2025

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

- 4 Independence Day

Breaks/Holidays - All Schools Closed

No School PK-12

No School for either Elementary OR Secondary

✳ See Employee Work Calendar

Professional Collaboration Time (PCT) provides 90 minutes weekly for teachers to share ideas, analyze student data, and work together to improve instruction and student learning.

Early Dismissal (PCT)

Early Dismissal - Job-alike PCT

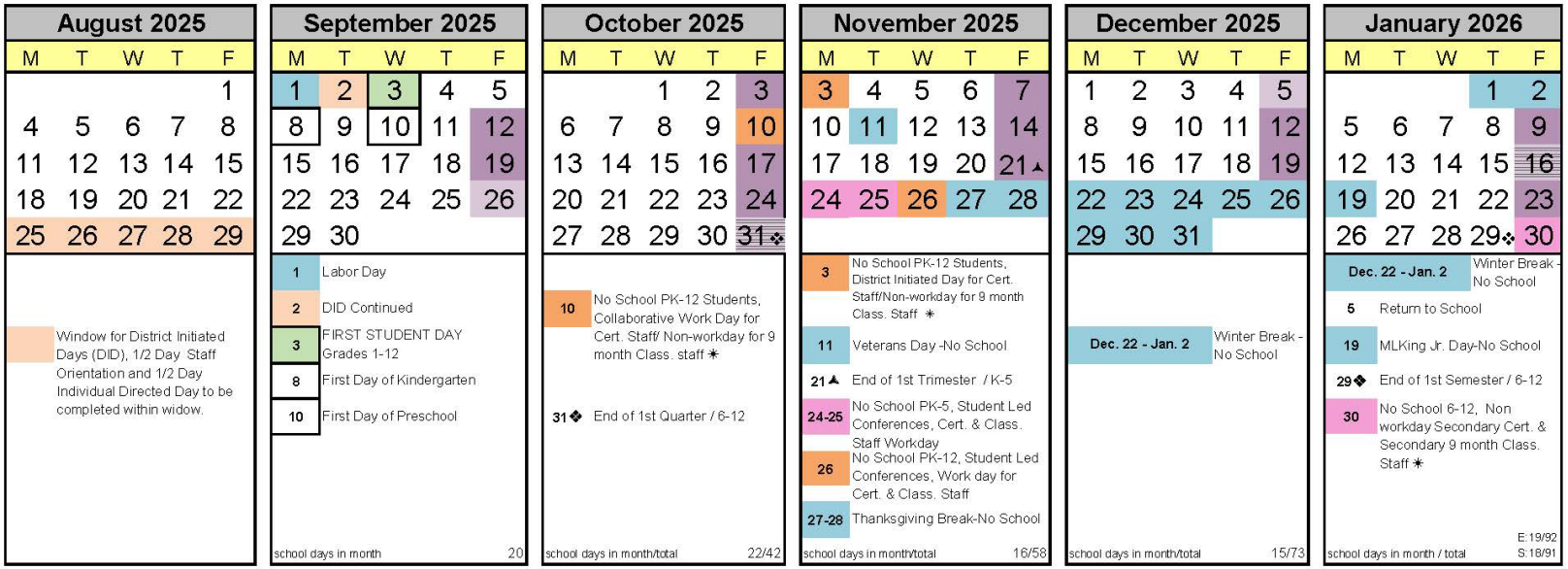
Early Dismissal - Job-alike Optional

No School: Emergency Make-up Day if needed

Additional Preschool information at: highlineschools.org/preschool

1

2025-26 Work Year Calendar



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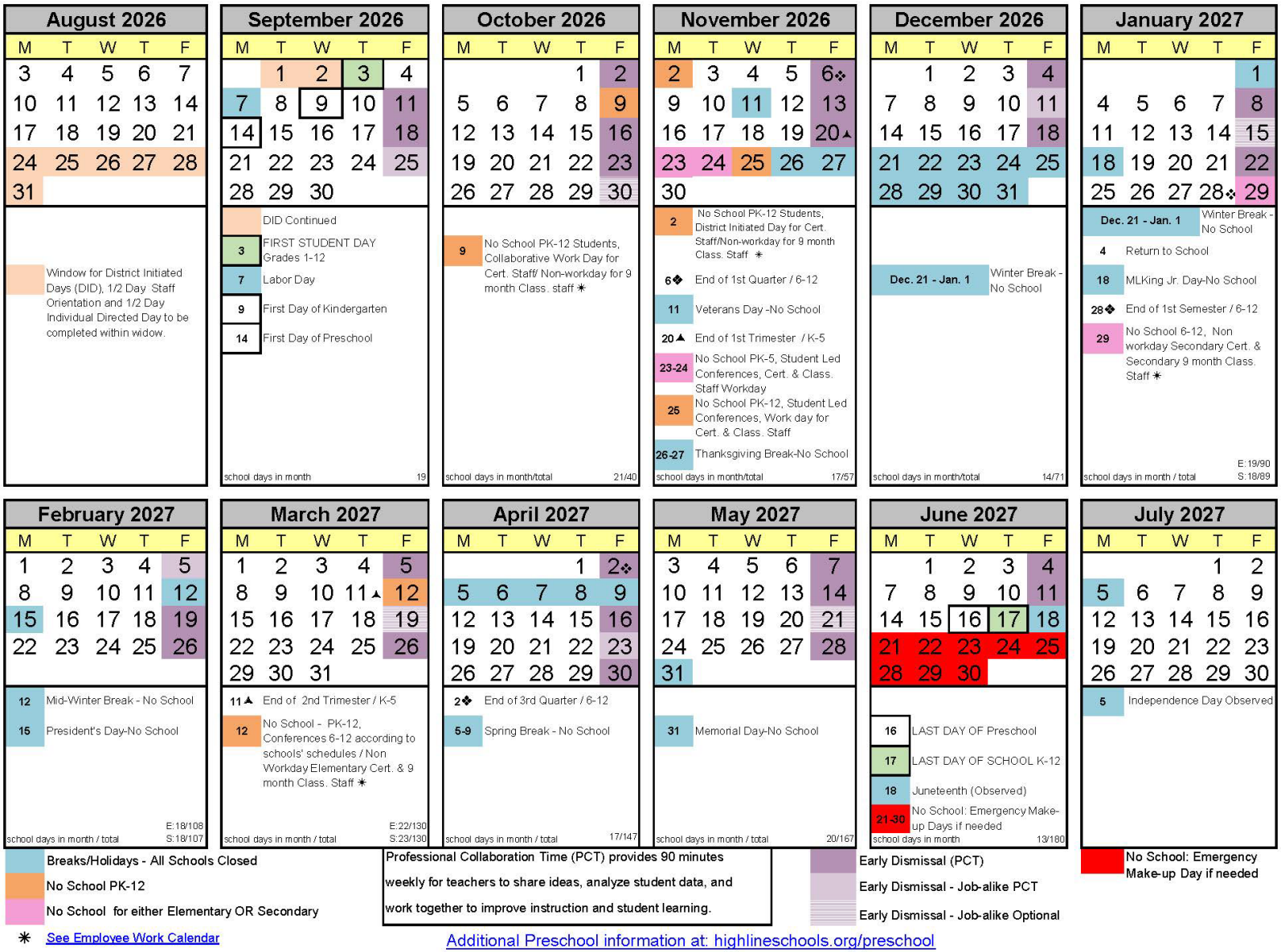
2026-27 Work Year Calendar – Projected



Section B.1 – Components of a Perpetual Calendar

The Highline Education Association and the Highline School District agree to the following perpetual elements of a student calendar. If the law requires other bargaining units to become involved, the issue will be revisited. These components of the student calendar will be released to the public on the first Monday in June, regardless of whether agreement has been reached on other elements of the student and staff calendars.

A. There will be no District Initiative Days (DID) until ten (10) calendar days prior to the start of school. A one-half (.5) Orientation Day shall be scheduled no more than one week prior to the first student day.

B. The first day of school will be scheduled as follows. If Labor Day falls on September 1, 2, 3, or 4, the first student day of school will be the Wednesday after Labor Day. If Labor Day falls on Sept 5, 6, or 7, the first student day of school will be the Thursday before Labor Day.

C. Elementary student conferences will be held on three consecutive non-student days during the week of Thanksgiving. Two non-student days will be scheduled for secondary family/teacher conferences: the Wednesday before Thanksgiving and the second Friday of March. Actual conference dates may vary by site (and will be marked as such on the school calendar). See Section 4A.8.

D. There will be a full two-week winter break. When possible, this will be scheduled as two weeks, Monday-Friday. This may be adjusted when the federal holidays fall on Sundays or Mondays.

E. Midwinter break will be a four (4) day break including the Friday, Saturday and Sunday before President's Day and President's Day.

F. There will be a full week spring break after the end of third quarter.

G. Calendar for Emergency Closure. A student day lost due to emergency closure of a building or the District will be made up by staff members on the Tuesday after Memorial Day. Additional lost school days will be made up at the end of the school year (see Section 11.5).

H. If the Highline School District is granted a state waiver day in the spring for the purposes of data review, secondary schools have the flexibility to hold student conferences, and/or senior projects on the third Friday in May.

I. If HEA members are required to hold evening events in the fall or spring for student conferences, an equivalent amount of release time will be granted during non-student days on the Wednesday before Thanksgiving Break and/or during the week of spring conferences.

J. Beginning in the 2023-24 school year, a mid-year DID will be scheduled on a day in November, December, January or February.

Section B.2 – Components of the Pre-K Perpetual Calendar

The Highline School District and Highline Education Association agree to the following additional elements to create a perpetual calendar for Highline Preschools. These components will be based upon the K-12 Highline Calendar and reviewed annually in HEA-HSD Labor-Management prior to publication. Every effort will be made to publish the Pre-K calendar prior to July 15 for the subsequent year.

A. First day of Preschool for all Highline Preschools will be five (5) school days after the start of school for Kindergarten -12th grade students.

B. Preschool students are in attendance Monday-Thursday in a typical week; Fridays in a typical week are non-instructional days and provide the bulk of Preschool teachers' non-instructional time for planning and preparation, in addition to PCT and other meetings.

C. The five (5) days when Preschool students are not in session will serve as an opportunity for the Preschool staff to engage in the following activities:

   1. Professional learning led by HSD early learning staff (teachers and assistants).

   2. Three days for TSGold Family Connection meetings, orientation, registration.

   3. Supporting transitioning kindergarten students.

D. Six (6) non-instructional days with be provided over the course of the year to facilitate TSGold Data Entry.

   1. Teachers will assess all students on all TSGold metrics throughout the course of the school year (three times per year).

   2. Two (2) non-instructional days per checkpoint during the school year will be used for TSGold data entry days; these days will be scheduled prior to the checkpoints on November 15, February 15, and May 15.

   3. In the event holidays and/or breaks create difficulty in scheduling TSGold Data Days and providing sufficient weekly planning time, administratively-directed PCT may be converted to individually-directed PCT time to address the imbalance; if this is not sufficient to address the shortage, alternative solutions will be discussed in HEA-HSD Labor Management.

E. Six (6) non-instructional Days with be provided over the course of the year to facilitate Family Conferences

   1. These days provide opportunities for all Preschool staff to engage with families in a variety of areas, including student growth and development, IEP goals and/or TS Gold data, supporting transitions to kindergarten, etc.

   2. There are three distinct conference windows as follows.

      a. Two (2) days in November, aligned with elementary conferences, for goal setting with families (share baseline data, IEPs/progress reports, etc.)

b. Two (2) days in March for goal check-in with families (share TS GOLD progress data, IEPs/progress reports, etc.)

c. Two (2) days in May, scheduled after May 15, for discussions about the transition to kindergarten (discuss placement options, progress sharing, etc.)

F. The last day of Preschool will be the last full day of school for K-12 students (one day prior to K-12 students' last day, which is an early dismissal).

APPENDIX C – SALARY SCHEDULES

Highline Public Schools #401
Teachers, ESAs, and CTE Teachers
Section C.1 – 2024-25 HEA Salary Schedule

Experience		BA	BA + 45	BA + 90	MA+0 (BA+135)[*5]	MA + 45	MA + 90 or Ph.D.
0 Years	Base	$64,069	$69,390	$75,155	$76,812	$82,579	$86,296
	PLE Days	$693	$750	$812	$830	$893	$933
	PLE Stipend	$5,446	$5,898	$6,388	$6,529	$7,019	$7,335
	Total	**$70,207**	**$76,038**	**$82,356**	**$84,171**	**$90,491**	**$94,564**
1 Years	Base	$64,932	$70,378	$76,204	$77,666	$83,492	$87,184
	PLE Days	$702	$761	$824	$840	$903	$943
	PLE Stipend	$5,519	$5,982	$6,477	$6,602	$7,097	$7,411
	Total	**$71,153**	**$77,121**	**$83,505**	**$85,108**	**$91,492**	**$95,538**
2 Years	Base	$65,753	$71,379	$77,189	$78,526	$84,334	$88,067
	PLE Days	$711	$772	$834	$849	$912	$952
	PLE Stipend	$5,589	$6,067	$6,561	$6,675	$7,168	$7,486
	Total	**$72,053**	**$78,218**	**$84,585**	**$86,049**	**$92,414**	**$96,505**
3 Years	Base	$66,600	$72,329	$78,126	$79,342	$85,135	$88,959
	PLE Days	$720	$782	$845	$858	$920	$962
	PLE Stipend	$5,661	$6,148	$6,641	$6,744	$7,236	$7,562
	Total	**$72,981**	**$79,259**	**$85,611**	**$86,943**	**$93,292**	**$97,483**
4 Years	Base	$67,431	$73,319	$79,152	$80,196	$86,027	$89,880
	PLE Days	$729	$793	$856	$867	$930	$972
	PLE Stipend	$5,732	$6,232	$6,728	$6,817	$7,312	$7,640
	Total	**$73,891**	**$80,344**	**$86,736**	**$87,880**	**$94,269**	**$98,491**
5 Years	Base	$68,287	$74,324	$80,135	$81,064	$86,877	$90,803
	PLE Days	$738	$803	$866	$876	$939	$982
	PLE Stipend	$5,805	$6,318	$6,812	$6,890	$7,384	$7,718
	Total	**$74,830**	**$81,445**	**$87,813**	**$88,830**	**$95,200**	**$99,503**
6 Years	Base	$69,168	$75,344	$81,127	$81,954	$87,739	$91,684
	PLE Days	$748	$815	$877	$886	$949	$991
	PLE Stipend	$5,879	$6,404	$6,896	$6,966	$7,458	$7,793
	Total	**$75,796**	**$82,563**	**$88,899**	**$89,806**	**$96,145**	**$100,468**
7 Years	Base	$70,719	$77,076	$82,944	$83,620	$89,487	$93,547
	PLE Days	$765	$833	$897	$904	$967	$1,011
	PLE Stipend	$6,011	$6,551	$7,050	$7,108	$7,606	$7,951
	Total	**$77,495**	**$84,461**	**$90,891**	**$91,632**	**$98,061**	**$102,510**
8 Years	Base	$72,986	$79,700	$85,648	$86,244	$92,192	$96,397
	PLE Days	$789	$862	$926	$932	$997	$1,042
	PLE Stipend	$6,204	$6,775	$7,280	$7,331	$7,836	$8,194
	Total	**$79,979**	**$87,337**	**$93,854**	**$94,507**	**$101,025**	**$105,633**
9 Years	Base		$82,352	$88,440	$88,895	$94,983	$99,334
	PLE Days		$890	$956	$961	$1,027	$1,074
	PLE Stipend		$7,000	$7,517	$7,556	$8,074	$8,443
	Total		**$90,243**	**$96,913**	**$97,412**	**$104,084**	**$108,852**
10 Years	Base		$85,141	$91,310	$91,685	$97,856	$102,346
	PLE Days		$920	$987	$991	$1,058	$1,106
	PLE Stipend		$7,237	$7,761	$7,793	$8,318	$8,699
	Total		**$93,299**	**$100,058**	**$100,469**	**$107,231**	**$112,152**
11 Years	Base		$88,011	$94,313	$94,555	$100,859	$105,440
	PLE Days		$951	$1,020	$1,022	$1,090	$1,140

	PLE Stipend		$7,481	$8,017	$8,037	$8,573	$8,962
	Total		**$96,444**	**$103,349**	**$103,614**	**$110,522**	**$115,543**
12 Years	Base		$90,790	$97,399	$97,539	$103,943	$108,665
	PLE Days		$982	$1,053	$1,054	$1,124	$1,175
	PLE Stipend		$7,717	$8,279	$8,291	$8,835	$9,237
	Total		**$99,489**	**$106,730**	**$106,885**	**$113,902**	**$119,077**
13 Years	Base			$100,560	$100,627	$107,103	$111,965
	PLE Days			$1,087	$1,088	$1,158	$1,210
	PLE Stipend			$8,548	$8,553	$9,104	$9,517
	Total			**$110,195**	**$110,268**	**$117,365**	**$122,693**
14 Years	Base			$103,735	$103,806	$110,488	$115,391
	PLE Days			$1,121	$1,122	$1,194	$1,247
	PLE Stipend			$8,817	$8,824	$9,391	$9,808
	Total			**$113,674**	**$113,752**	**$121,074**	**$126,446**
15 Years	Base			$106,436	$106,504	$113,361	$118,392
	PLE Days			$1,151	$1,152	$1,226	$1,280
	PLE Stipend			$9,047	$9,052	$9,636	$10,063
	Total			**$116,634**	**$116,708**	**$124,223**	**$129,735**
16 through 19 Years	Base			$108,563	$108,633	$115,626	$120,759
	PLE Days			$1,174	$1,174	$1,250	$1,306
	PLE Stipend			$9,228	$9,234	$9,828	$10,265
	Total			**$118,965**	**$119,041**	**$126,704**	**$132,330**
20 through 24 Years	Base	$72,986	$90,790	$108,563	$108,633	$115,626	$120,759
	PLE Days	$789	$982	$1,174	$1,174	$1,250	$1,306
	PLE Stipend	$6,204	$7,717	$9,228	$9,234	$9,828	$10,265
	Longevity	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
	Total	**$82,479**	**$101,989**	**$121,465**	**$121,542**	**$129,204**	**$134,830**
25 through 30 or more Years	Base	$72,986	$90,790	$108,563	$108,633	$115,626	$120,759
	PLE Days	$789	$982	$1,174	$1,174	$1,250	$1,306
	PLE Stipend	$6,204	$7,717	$9,228	$9,234	$9,828	$10,265
	Longevity	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000
	Total	**$84,979**	**$104,489**	**$123,965**	**$124,042**	**$131,704**	**$137,330**

BA-0 Years Base Pay/185 days/7 hours = Extra Duty Rate

Salaries shown in this schedule are based on 1.0 FTE. Actual salaries are prorated by assigned FTE.

1. CTE teacher placement determined according to WAC 392-121-259(3)(b)
2. Experience credit will be provided on a full-year basis only
3. CTE teachers with Plan II (non-degree) certification will be placed on this schedule according to the Reporting Process Instructions for OSPI Form S-275.
4. Doctorate degree = $3,600 stipend

*5. The BA+135 column of this salary schedule was closed on Nov. 2, 2004. Salaries that appear in the BA+135 column are applicable only to HPS employees that reached this column on or before Nov. 1, 2004.

6. The District will pay 100% of the state retiree healthcare subsidy.
7. Longevity stipends: 20-24 years, $2,500; 25+ years, $5,000.

Section C.2 – Salary Schedule Placement Regulations

Excerpts from Chapter 392-121 WAC in Effect for 2017-18 School Year

WAC 392-121-249 Definition—Accredited institution of higher education. As used in this chapter, "accredited institution of higher education" means an institution of higher education that has been accredited by a national or regional accrediting association recognized by the Washington student achievement council and the secretary of the U.S. Department of Education pursuant to WAC 181-78A-010(7).

WAC 392-121-250 Definition—Highest degree level. As used in this chapter, the term "highest degree level" means:

(1) The highest degree earned by the employee from an accredited institution of higher education, pursuant to WAC 392-121-249; or

(2) "Nondegreed" for a certificated instructional employee who:

(a) Holds no bachelor's or higher level degree; or

(b) Holds a bachelor's or higher level degree and a valid vocational/career and technical education certificate, but:

(i) The bachelor's or higher level degree was not a requirement of any past or present education certificate or permit, including the vocational/career and technical education certificate, pursuant to chapter 181-77 or 181-79A WAC; and

(ii) Whose highest placement pursuant to WAC 392-121-270 is as a nondegreed certificated instructional employee.

WAC 392-121-255 Definition—Academic credits. As used in this chapter, "academic credits" means credits determined as follows:

(1) Credits are earned after the awarding or conferring of the employee's first bachelor's degree;

(2) Credits are earned on or before October 1 of the year for which allocations are being calculated pursuant to this chapter;

(3) Credits are earned from an accredited institution of higher education: Provided, That credits, determined eligible pursuant to subsections (1), (2), (4) and (6) of this section, earned from any other accredited community college, college, or university and reported on Form S-275 on or before December 31, 1992, shall continue to be reported;

(4) Credits are transferrable or applicable to a bachelor's or more advanced degree program: Provided, That for educational courses which are the same or identical no more credits for that educational course than are transferrable or applicable to a bachelor's or more advanced degree program at that institution shall be counted;

(5) Credits earned after September 1, 1995, must satisfy the additional requirements of WAC 392-121-262;

(6) Credits are not counted as in-service credits pursuant to WAC 392-121-257 or nondegree credits pursuant to WAC 392-121-259;

(7) The number of credits equals the number of quarter hours, units or semester hours each converted to quarter hours earned pursuant to this section; and

(8) Accumulate credits rounded to one decimal place.

WAC 392-121-257 Definition—In-service credits. As used in this chapter, "in-service credits" means credits determined as follows:

(1) Credits are earned:

(a) After August 31, 1987; and

(b) After the awarding or conferring of the employee's first bachelor's degree.

(2) Credits are earned on or before October 1 of the year for which allocations are being calculated pursuant to this chapter.

(3) Credits are earned in either:

(a) A locally approved in-service training program which means a program approved by a school district board of directors or charter school board, and meeting standards adopted by the professional educator standards board pursuant to the standards in WAC 181-85-200 and the development of which has been participated in by an in-service training task force whose membership is the same as provided under RCW 28A.415.040; or

(b) A state approved continuing education program offered by an education agency approved to provide in-service for the purposes of continuing education as provided for under rules adopted by the professional educator standards board pursuant to chapter 181-85 WAC.

(4) Credits are not earned for the purpose of satisfying the requirements of the employee's next highest degree.

(5) Credits earned after September 1, 1995, must satisfy the additional requirements of WAC 392-121-262.

(6) Credits are not counted as academic credits pursuant to WAC 392-121-255 or nondegree credits pursuant to WAC 392-121-259.

(7) Ten locally approved in-service or state approved continuing education credit hours defined in WAC 181-85-030 equal one in-service credit.

(8) Each forty hours of participation in an approved internship with a business, industry, or government agency pursuant to chapter 181-83 WAC equals one in-service credit.

(a) No more than two in-service credits may be earned as a result of an internship during any calendar-year period.

(b) Each individual is limited to a maximum of fifteen in-service credits earned from internships.

(9) Accumulate credits rounded to one decimal place.

WAC 392-121-259 Definition—Nondegree credits. As used in this chapter, "nondegree credits" means credits recognized for nondegreed certificated instructional employees as follows:

(1) Zero credits shall be recognized for persons holding a valid certificate other than a certificate included in subsection (2) or (3) of this section.

(2) Thirty credits shall be recognized for persons holding a valid continuing or standard school nurse certificate.

(3) Persons holding valid vocational/career and technical education certificates as provided for in chapter 181-77 WAC shall accumulate recognized credits as follows:

(a) One credit for each one hundred clock hours of occupational experience as defined in WAC 181-77-003(7), subject to the following conditions and limitations:

(i) Clock hours of occupational experience used in determining nondegree credits must be earned after meeting the minimum vocational/career and technical education certification requirements of three years (six thousand hours) as established in WAC 181-77-041 (1)(a)(i), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held.

(ii) Nondegree credits based on occupational experience shall be limited to a maximum of twenty credits per calendar year.

(iii) Nondegree credits based on occupational experience shall exclude experience determined pursuant to WAC 392-121-264 (1)(a) through (d).

(b) One credit for each ten clock hours of vocational/career and technical education

educator training meeting the requirements of WAC 181-77-003 (2), (9), or (12). Clock hours of vocational/career and technical education educator training used in determining nondegree credits must be earned after meeting the minimum vocational/career and technical education certification requirements as established in WAC 181-77-041 (1)(b) and (c), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held.

(4) Credits earned after September 1, 1995, must satisfy the additional requirements of WAC 392-121-262.

(5) Accumulate credits rounded to one decimal place.

WAC 392-121-261 Definition—Total eligible credits. As used in this chapter, "total eligible credits" means the total number of credits determined as follows:

(1) For an employee whose highest degree is a bachelor's degree, sum:

(a) Academic and in-service credits; and

(b) Nondegree credits, determined pursuant to WAC 392-121-259 and reported on Report S-275 prior to the awarding of the bachelor's degree for vocational/career and technical education instructors who obtain a bachelor's degree while employed in the state of Washington as a nondegreed vocational/career and technical education instructor.

(2) For an employee whose highest degree is a master's degree, sum:

(a) Academic and in-service credits in excess of forty-five earned after the awarding or conferring of the bachelor's degree and prior to the awarding or conferring of the master's degree; and

(b) Academic and in-service credits earned after the awarding or conferring of the master's degree.

(3) For a nondegreed employee sum only nondegree credits.

WAC 392-121-262 Definition—Additional criteria for all credits. Credits earned after September 1, 1995, must satisfy the following criteria in addition to those found in WAC 392-121-255, 392-121-257, and 392-121-259:

(1) At the time credits are recognized by the school district or charter school, the content of the course must meet at least one of the following:

(a) It is consistent with a school-based plan for mastery of student learning goals as referenced in RCW 28A.655.110, the annual school performance report, for the school in which the individual is assigned;

(b) It pertains to the individual's current assignment or expected assignment for the following school year;

(c) It is necessary for obtaining endorsement as prescribed by the Washington professional educator standards board;

(d) It is specifically required for obtaining advanced levels of certification;

(e) It is included in a college or university degree program that pertains to the individual's current assignment or potential future assignment as a certificated instructional staff;

(f) It addresses research-based assessment and instructional strategies for students with dyslexia, dysgraphia, and language disabilities when addressing learning goal one under RCW 28A.150.210, as applicable and appropriate for individual certificated instructional staff; or

(g) Beginning in the 2011-12 school year, it pertains to the revised teacher evaluation system under RCW 28A.405.100, including the professional development training provided in RCW 28A.405.106.

(2) Credits which have been determined to meet one or more of the criteria in subsection (1) of this section shall continue to be recognized in subsequent school years

and by subsequent school district and charter school employers; and

(3) Credits not recognized in a school year may be recognized in a subsequent school year if there is a change in the qualifying criteria such as a change in professional educator standards board rules, a change in the district's or charter school's strategic plan, a change in the school-based plan for the school in which the individual is assigned, a change in the individual's assignment, or a change in the individual's employer.

WAC 392-121-264 Definition—Certificated years of experience. Regardless of the experience factors used by a school district or charter school for the purposes of its salary schedule(s), as used in this chapter, the term "certificated years of experience" means the number of years of accumulated full-time and part-time professional education employment prior to the current reporting school year in the state of Washington, out-of-state, and a foreign country. School districts and charter schools shall report all certificated years of experience including those beyond the experience limit of the school district's or charter school's salary schedule.

(1) Professional education employment shall be limited to the following:

(a) Employment in public or private preschools or elementary and secondary schools in positions which require certification where:

(i) Schools include the Centrum education program, the Pacific Science Center education program, educational centers authorized under chapter 28A.205 RCW, and Seattle Children's Hospital education program;

(ii) Certification means the concurrent public professional education licensing requirements established in the state, province, country, or other governmental unit in which employment occurred and which, for the state of Washington, refers to the certificates authorized by WAC 181-79A-140 and temporary permits authorized by WAC 181-79A-128;

(b) Employment in public or private vocational-technical schools, technical colleges, community/junior colleges, colleges, and universities in positions comparable to those which require certification in Washington school districts;

(c) Employment in a governmental educational agency with regional administrative responsibilities for preschool, elementary, and/or secondary education including but not limited to an educational service district, office of superintendent of public instruction, or United States department of education in any professional position including but not limited to C.P.A., architect, business manager, or physician;

(d) Experience in the following areas:

(i) Military, Peace Corps, or Vista service which interrupted professional education employment included in (a), (b), or (c) of this subsection; and

(ii) Sabbatical leave.

(e) For nondegreed vocational/career and technical education instructors, up to a maximum of six years of management experience as defined in WAC 181-77-003(6) acquired after the instructor meets the minimum vocational/career and technical education certification requirements of three years (six thousand hours) established in WAC 181-77-041 (1)(a)(i), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held. If a degree is obtained while employed in the state of Washington as a nondegreed vocational/career and technical education instructor, the eligible years of management experience pursuant to this subsection reported on Report S-275 prior to the awarding of the degree shall continue to be reported but shall not increase.

(f) Beginning in the 2007-08 school year, for occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers regulated under Title 18 RCW, years of experience may

include employment as occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers, that does not otherwise meet the requirements of (a) through (e) of this subsection, subject to the following conditions and limitations:

(i) Experience included under this subsection shall be limited to a maximum of two years.

(ii) The calculation of years of experience shall be that one year of experience in a school or other nonschool position counts as one year of experience for the purposes of this subsection, per subsection (2)(a) of this section.

(iii) Employment as occupational therapists shall be limited to the following:

(A) In positions requiring licensure as an occupational therapist under Title 18 RCW, or comparable out-of-state employment; and

(B) While holding a valid occupational therapist license, or other comparable occupational therapist credential.

(iv) Employment as physical therapists shall be limited to the following:

(A) In positions requiring licensure as a physical therapist under Title 18 RCW, or comparable out-of-state employment; and

(B) While holding a valid physical therapist license, or other comparable physical therapist credential.

(v) Employment as nurses shall be limited to the following:

(A) In positions requiring licensure as a registered nurse under Title 18 RCW, or comparable out-of-state employment; and

(B) While holding a valid registered nurse license, or other comparable registered nurse credential.

(vi) Employment as speech-language pathologists or audiologists shall be limited to the following:

(A) In positions requiring the same or similar duties and responsibilities as are performed by speech-language pathologists or audiologists regulated under Title 18 RCW; and

(B) After completion of the minimum requirements for conditional certification as a school speech-language pathologist or audiologist established in WAC 181-79A-231 (1)(c)(iv).

(vii) Employment as counselors shall be limited to the following:

(A) In positions requiring the same or similar duties and responsibilities as are performed by counselors regulated under Title 18 RCW; and

(B) After completion of the minimum requirements for emergency certification as a school counselor established in WAC 181-79A-231(3).

(viii) Employment as psychologists shall be limited to the following:

(A) In positions requiring the same or similar duties and responsibilities as are performed by psychologists regulated under Title 18 RCW; and

(B) After completion of the minimum requirements for emergency certification as a school psychologist established in WAC 181-79A-231(3).

(ix) Employment as social workers shall be limited to the following:

(A) In positions requiring the same or similar duties and responsibilities as are performed by social workers regulated under Title 18 RCW; and

(B) After completion of the minimum requirements for emergency certification as a school social worker established in WAC 181-79A-231(3).

(x) Certificated years of experience as occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers, determined pursuant to this subsection and reported on Report S-275, by teachers and other certificated staff who are no longer employed as occupational

therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers, shall continue to be reported but shall not increase.

(2) Years of full-time and part-time professional education employment prior to the current reporting school year are accumulated as follows:

(a) For each professional education employment which is not employment as a casual substitute pursuant to subsection (1)(a) of this section;

(i) Determine the total number of hours, or other unit of measure, per year for an employee working full-time with each employer;

(ii) Determine the number of hours, or other unit of measure, per year with each employer, including paid leave and excluding unpaid leave;

(iii) Calculate the quotient of the hours, or other unit of measure, determined in (a)(ii) of this subsection divided by the hours, or other unit of measure, in (a)(i) of this subsection rounded to two decimal places for each year.

(b) For professional education employment as a casual substitute pursuant to subsection (1)(a) of this section:

(i) Determine the total number of full-time equivalent substitute days per year;

(ii) Calculate the quotient of full-time equivalent days determined in (b)(i) of this subsection divided by 180 rounded to two decimal places for each year.

(c) No more than 1.0 year may be accumulated in any traditional nine-month academic year or any twelve-month period.

(i) Accumulate, for each year, professional education employment calculated in (a)(iii) and (b)(ii) of this subsection.

(ii) Determine the smaller of the result in (c)(i) of this subsection or 1.00 for each year.

(d) Determine certificated years of experience as the accumulation of all years of professional education employment calculated in (c)(ii) of this subsection and report such years rounded to one decimal place.

WAC 392-121-266 Definition—LEAP salary allocation documents. As used in this chapter, "LEAP salary allocation documents" means the computerized tabulations prepared by the legislative evaluation and accountability program (LEAP) and identified in the state Operating Appropriations Act as part of the formula for determining average salaries for the purpose of allocating state moneys to school districts or charter schools.

WAC 392-121-270 Placement of certificated instructional employees on LEAP salary allocation documents. Each certificated instructional employee shall be placed on LEAP salary allocation documents with the highest placement based on the employee's highest degree level, total eligible credits, and certificated years of experience each defined in this chapter: Provided, That

(1) If an employee holds more than one degree of the same level, additional credits shall be counted after the first degree.

(2) An employee whose highest degree is a bachelor's degree, whose total eligible credits are ninety or greater, and whose total eligible credits earned prior to January 1, 1992, were less than one hundred thirty-five shall be placed on the BA + 90 column.

(3) An employee whose highest degree level is nondegreed shall be placed on the BA columns except that such persons holding valid vocational/career and technical education certificates with one hundred thirty-five or more eligible credits shall be placed on the MA + 0 column.

(4) A vocational/career and technical education instructor who obtains a bachelor's degree while employed in the state of Washington as a nondegreed vocational/career and

technical education instructor and for whom one hundred thirty-five or more eligible credits determined pursuant to WAC 392-121-259 were reported on Report S-275 prior to the awarding of that bachelor's degree shall continue to be placed on the MA + 0 column and shall not advance to any other column unless a master's degree is obtained.

(5) For placement on LEAP salary allocation documents, total eligible credits and certificated years of experience shall be rounded to the nearest whole number. One-half credit or year shall be rounded to the next highest credit or year.

WAC 392-121-280 Placement on LEAP salary allocation documents—Documentation required. School districts and charter schools shall have documentation on file and available for review which substantiates each certificated instructional employee's placement on LEAP salary allocation documents. The minimum requirements are as follows:

(1) Districts and charter schools shall document the date of awarding or conferring of the highest degree including the date upon which the degree was awarded or conferred as recorded on the diploma or transcript from the registrar of the accredited institution of higher education.

(a) If the highest degree is a master's degree, the district or charter school shall also document the date of awarding or conferring of the first bachelor's degree.

(b) If the degree was awarded by an institution which does not confer degrees after each term, and all degree requirements were completed at a time other than the date recorded on the diploma or transcript, a written statement from the registrar of the institution verifying a prior completion date shall be adequate documentation.

(c) If the degree program was completed in a country other than the United States, documentation must include documentation in English of degree equivalency for the appropriate degree as allowed by WAC 181-79A-260: Provided, That documentation of degree equivalency is not required if that institution of higher education is already accredited pursuant to WAC 181-78A-010(7).

(2) Districts and charter schools shall document academic credits by having on file a transcript from the registrar of the accredited institution of higher education granting the credits. For purposes of this subsection:

(a) An academic credit is deemed "earned" at the end of the term for which it appears on the transcript: Provided, That a written statement from the registrar of the institution verifying a prior earned date may establish the date a credit was earned;

(b) Washington state community college credits numbered one hundred and above are deemed transferable for purposes of WAC 392-121-255(4) subject to the limitations of that same subsection;

(c) Credits are not deemed "earned" at an institution of higher education which transfers-in credits. Such credits must be documented using a transcript from the initial granting institution and are subject to all the limitations of WAC 392-121-255;

(d) If the credits were completed in a country other than the United States, documentation must include a written statement of credit equivalency for the appropriate credits from a foreign credentials' evaluation agency approved by the office of superintendent of public instruction: Provided, That documentation of degree equivalency is not required if that institution of higher education is already accredited pursuant to WAC 181-78A-010(7); and

(e) For credits earned after September 1, 1995, districts and charter schools shall document that the course content meets one or more of the criteria of WAC 392-121-262(1). At a minimum, such documentation must include a dated signature of the immediate principal, supervisor, or other authorized school district or charter school representative and must be available to the employee's future employers.

(3) Districts and charter schools shall document in-service credits:

(a) By having on file a document meeting standards established in WAC 181-85-107; and

(b) For credits earned after September 1, 1995, districts and charter schools shall document that the course content meets one or more of the criteria of WAC 392-121-262(1). At a minimum, such documentation must include a dated signature of the immediate principal, supervisor, or other authorized school district or charter school representative and must be available to the employee's future employers.

(4) Districts and charter schools shall document nondegree credits.

(a) For vocational/career and technical education educator training credits pursuant to WAC 392-121-259(3) districts and charter schools shall have on file a document meeting standards established in WAC 181-85-107 and evidence that the training was authorized pursuant to WAC 181-77-003 (2), (9), or (12).

(b) For credits calculated from converted occupational experience pursuant to WAC 392-121-259(3) districts and charter schools shall have on file documents which provide:

(i) Evidence that the occupational experience meets the requirements of WAC 181-77-003(7);

(ii) Evidence of the individual's actual number of hours of employment for each year including dates of employment; and

(iii) The district or charter school calculation of converted credits pursuant to WAC 392-121-259(3).

(c) For credits earned after September 1, 1995, districts shall document that the course content meets one or more of the criteria of WAC 392-121-262(1). At a minimum, such documentation must include a dated signature of the immediate principal, supervisor, or other authorized school district representative and must be available to the employee's future employers.

(5) Districts and charter schools shall document certificated years of experience as follows:

(a) For certificated years of experience obtained and reported on Report S-275 prior to the 1994-95 school year districts and charter schools shall have on file documents that provide evidence of employment including dates of employment.

(b) For certificated years of experience reported on Report S-275 for the first time after the 1993-94 school year districts and charter schools shall have on file:

(i) The total number of hours, or other unit of measure, per year for an employee working full-time with each employer;

(ii) The number of hours, or other unit of measure (worked by the employee), per year and dates of employment with each employer, including paid leave and excluding unpaid leave: Provided, That documentation of hours in excess of one full-time certificated year of experience in any twelve-month period is not required;

(iii) The quotient of the hours, or other unit of measure, determined in (b)(ii) of this subsection divided by the hours, or other unit of measure, in (b)(i) of this subsection rounded to two decimal places for each year;

(iv) The name and address of the employer;

(v) For those counting experience outside of the school district or charter school pursuant to WAC 392-121-264 (1)(a), evidence whether or not the position required professional education certification pursuant to WAC 392-121-264 (1)(a)(ii);

(vi) For those counting experience pursuant to WAC 392-121-264 (1)(b), a brief description of the previous employment which documents the school district's or charter school's decision that the position was comparable to one requiring certification in the Washington school districts;

(vii) For those counting management experience pursuant to WAC 392-121-264 (1)(e), evidence that the experience meets the requirements of WAC 181-77-003(6);

(viii) For those counting experience (for educational staff associates) pursuant to WAC 392-121-264 (1)(f), evidence that the previous employment meets the requirements in the applicable subsections of WAC 392-121-264 (1)(f).

(6) Any documentation required by this section may be original or copies of the original: Provided, That each copy is subject to school district or charter school acceptance or rejection.

(7) The falsification or deliberate misrepresentation, including omission of a material fact concerning degrees, credits, or experience by an education practitioner as defined in WAC 181-87-035 shall be deemed an act of unprofessional conduct pursuant to WAC 181-87-050. In such an event the provisions of chapters 181-86 and 181-87 WAC shall apply.

Section C.3 – Pay Rate Information for Certificated Substitutes

The following rates are in effect for the 2024-25 school year:

		Monday-Friday
A	Daily Substitute	$215.07
B	Super Substitute	$236.58
C	Half-Day	½ of the daily rate + $6.00
D	After 20th Day in Long-Term Assignment	*Contractual Rate

Annually, these rates will be increased to reflect the inflationary adjustment to the state's revenue formulas.

Substitutes who (a) work 40 nonconsecutive days in the current school year; (b) work 100 days the previous year and 20 days in the new school year; or (c) are retirees of the Highline School District will be moved to the Row B "Super Substitute" rate.

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.

Section C.4 – 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**
0-2 years	85% of BA Step 0	85% of BA/45 Step 0	85% of BA/90 Step 0
3-6 years	85% of BA Step 3	85% of BA/45 Step 3	85% of BA/90 Step 3
7+ years	85% of BA Step 7	85% of BA/45 Step 7	85% of BA/90 Step 7

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

APPENDIX D – EXTRA-CURRICULAR SALARY AND ADDITIONAL PAY FOR ADDITIONAL TIME AND/OR RESPONSIBILITIES

Note: Base salary as used herein shall mean an individual's contractual salary, including an earned Masters and/or Doctorate stipend, if applicable.

Section D.1 – Extra-Curricular Salary Schedule

A. High School Extra Curricular Salary Schedule: Each high school will be annually allocated a fund equal to .05 of the base salary schedule plus $4,151 for other minor club advisors which will be divided among employees depending upon student interest and needs.

Budget for Minor #020G-28-LOC-4281

High School Major Club Advisors	Campus wide	Small School
1. Annual	$2,093	$1,200
2. Band	$3,947	
3. Chorus	$1,252	
4. Drama*	$1,992	
5. Journalism	$2,093	$1,200

*(Campus wide theatrical productions)

Budget for Major #011J-28-LOC-4233

B. Middle School Extra Curricular Salary Schedule: Each middle school shall be allocated annually a fund equal to .10 of the base salary for stipend support for projects such as but not limited to career day assistance, curriculum leadership, math competitions, computer related issues, science fair assistance and multicultural assistance. The principal and staff shall jointly determine the expenditure of the fund.

Budget for Minor #020G-27-LOC-4281

Middle School Major Club Advisors	Salary
1. Band	$1,113
2. Choral	$1,113

Budget for Major #011J-28-LOC-4233

C. Elementary School Extra Curricular Salary Schedule: Each elementary school shall be allocated annually a fund equal to .07 of the base salary schedule for stipend support for projects such as but not limited to math competitions, spelling bee competition, Young Author's conference, computer related issues, curriculum fairs, leader positions and after school activities. The principal and staff shall jointly determine the expenditure of the fund.

Budget #020F-27-LOC-4281

Section D.2 – Additional Pay for Additional Time and/or Responsibilities

The staff member and the building principal or supervisor will cooperatively determine how the extended time is to be used. In addition, if the extra pay is based on either an hourly or per diem rate, staff members will document the time for the purpose of payment.

A. Consultants: $2,403 for responsibility, 1/36 of base salary for one additional week

B. Principal Designee/Dean: Principal Designees and Deans shall receive responsibility stipends and additional time as outlined below:

	Dean Stipend	Designee Stipend
With 1.0 Dean (assuming no AP)	$1,000 stipend + 3 days paid at per diem*	$500
With .5 Dean (assuming no AP)	$750 stipend + 1 day paid at per diem**	$750
With at least 1.0 AP	N/A	$750
With no Dean or AP	N/A	$1,500

*Full time Dean two days prior to the start of school and one after (or as determined by mutual agreement of dean and principal.

**.5 Dean one day prior to the start of school (or as determined by mutual agreement of dean and principal).

Budget #0180-23-LOC-4294

C. Department Chairs: Secondary Department Chairpersons or Curriculum Leaders, Middle School Curriculum Leaders

Budget #0180-27-LOC-4234

Special education Chairperson (Budget #2101-27-LOC-4234) (one per secondary site) and ELL Chair Person (Budget #0125-27-LOC-4234) are compensated based on the number of people they support including themselves* according to the following:

1. 1.1 – 1.9 FTE = $412
2. 2.0 – 2.9 FTE = $810
3. 3.0 – 5.0 FTE = $1,220
4. 5.1 – 7.0 FTE = $1,624
5. 7.1 – 9.0 FTE = $2,032
6. 9.1+ FTE = $2,432

*There shall be no department chair stipend paid for a single person department.

D. District Wide Coordinators: Head Teacher Multi-Handicapped, Head Elementary and Secondary Counselor(s)*, Head Special Education, and Head Nurse receive $2,039 for responsibility, 1/36 of base salary for each week of authorized extended time.

*NOTE: If HEA member is not filling this role, the stipend will be split between the lead counselors at the comprehensive high schools.

Object Code 4233

E. Summer School: Summer School Instructors (Regular Education or Extended School Year) receive the Extra Duty Rate outlined in Appendix D for teaching and for assigned planning.

Budget #7301-27

F. Librarians: Librarians receive 70 hours of extended time will be paid at the rate of 1/36 of base salary per week for each building librarian.

Object Code 4294

G. Social Workers: Social Workers receive 1/36 of base salary for one additional week.

Object Code 4294

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, 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.

I. Specialists: Specialists receive $2,008 for responsibility, 1/36 of base salary for each week of authorized time.

Object Code 4294

J. Overnight Education: Teachers participating in District directed overnight educational experiences will receive $150.00 per overnight stay for additional time and responsibility. Overnight educational experiences initiated by teachers are exempt from additional compensation.

Budget #0108-27

K. Extra Duty: Staff members who are employed for extra work beyond the contractual work year will be paid at the extra service rate 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 is calculated as the per diem hourly rate of an employee placed at the BA+0/0 years of experience cell on the base salary schedule.

L. Shared Leadership Team Fund: Each school will receive a fund to be divided equally among certificated members of its Shared Leadership Team. Each school will receive $1,100 with an additional $1.00 per student enrollment, based on the October 1 count.

Budget #020J-27-LOC-4281

M. 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 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:

1. High schools	$5,500
2. Middle schools	$3,500

Elementary schools and small high schools:

3. <400	$2,000
4. 400 – 499	$2,500
5. 500 – 599	$3,000
6. >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.

Budget #020H-27

N. 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 (based on student headcount including Running Start students) as of the last student count day of the previous year 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.

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

O. Psychologists: Psychologist will receive four (4) additional days to be worked within two weeks of the first work day of each school year as verified by the Director of Special Services or Coordinator and paid at the per diem rate. 1/36 of base salary per week for authorized additional time.

Object Code 4294

P. Specified Career and Technical Education: Specified Career and Technical Education staff receive 1/36 of base pay per week for authorized additional time.

Q. Cooperative Education Teachers receive extra days as indicated:

Number of qualified students (360 hrs worked)	Number of Days*
1 - 5	3
6 - 10	5
11 - 15	7
16 - 20	9
21 - 25	11
26 - 30	13
31 - 35	15
Each additional 4 students	Increase by 2

R. Vocational Information Specialists: Vocational Information Specialists receive 5 days.

S. Occupational Skills Center Teachers: The student count will be determined October 1 for the first semester and February 1 for the second semester of each school year. The staff member and the building principal will cooperatively determine how the extended time is to be used.

1. Time, Responsibility and Incentive (TRI) schedule is less than $5,000
   a. Up to 10 student FTE = 1 day
   b. 11 to 15 student FTE = 6 days
   c. 16 or more student FTE = 11 days

2. Time, Responsibility and Incentive (TRI) schedule exceeds $5,000
   a. Up to 10 student FTE = 1 day
   b. 11 to 15 student FTE = 5 days
   c. 16 or more student FTE = 10 days

3. Time, Responsibility and Incentive (TRI) schedule exceeds $6,000
   a. Up to 10 student FTE = 1 day
   b. 11 to 15 student FTE = 5 days
   c. 16 or more student FTE = 9 days

4. Time, Responsibility and Incentive (TRI) schedule exceeds $7,000
   a. Up to 10 student FTE = 1 day
   b. 11 to 15 student FTE = 5 days
   c. 16 or more student FTE = 8 days

Object Code 4294

T. Vocational Student Organization Advisor: Vocational student organization advisors (DECA, FHA/HERO, FBLA, FFA, VICA and newly constituted and approved organizations) who submit an annual plan of work to the vocational administrator by October 1 will receive five (5) extra days at per diem. Advisors of large chapters with greater than forty (40) officially-enrolled student members will receive an additional three (3) extra days. There will be a maximum of one (1) extended time stipend per organization within each school. Co-advisors will share the extended time stipend.

U. Multiple Stations: A teacher whose appointment is split between two buildings will be paid for one day of extended time at per diem rate. One-half day is to be utilized before the work year and one-half day following the work year. This does not apply to itinerant personnel.

V. District Initiated Personnel Actions and Construction/Remodeling: Staff members directed by the building principal or supervisor to prepare and/or move instructional materials, furniture, equipment in order for their room to be vacated due to non-bond related school closure, remodeling, District program relocation to another building site or District-initiated personnel action (Article 8, Personnel Actions, Section 8.9, Involuntary Transfer) shall receive an additional half day's (.5) compensation.

1. Staff members of at least .5 FTE in a building who move as a result of bond related school closure, construction, remodeling or District program relocation shall receive a responsibility stipend equal to two (2) days compensation at the District average per diem.

2. Staff of less than .5 FTE shall receive a responsibility stipend equal to two (2) days compensation at the average District per diem multiplied by their FTE in the building.

3. For both bond related and non-bond related moves the principal may designate additional compensated time as needed for any building staff member, but such amount shall not exceed a total equal to the number of classroom teachers who vacated their classroom times .75 days.

Budget 0180-27-LOC-4233

W. Building Improvement Fund: Each building will be allocated funds as indicated. The principal and staff will jointly determine the expenditure of the fund. If consensus cannot be reached, then the principal shall make the final decision regarding expenditures. The funds may only be expended for projects that improve the quality of building and classroom learning environment. Clarification Note: the building improvement funds which are listed as a percentage of base – it is intended that the base referred to is education BA with 0 years of experience (the formula that generate the base is described as BA+0/0).

Student FTE enrollment on October 1	
0 - 350	.05 Base (BA+0/0)
351 - 700	.07 Base (BA+0/0)
701 - 1000	.09 Base (BA+0/0)
1001 - up	.11 Base (BA+0/0)

Budget # 020D-27

X. Vocational Family and Consumer Science (Life Skills): For Family and Consumer Science Education (FACSE) teachers employed prior to the 2005-2006 school year, the teaching day will consist of a five (5) period teaching day with contractual extended time using the formula:

1. Sum of ((1½ hours x number of students)/2) x "individual hourly rate" figured each semester.

2. All other FACSE teachers will receive five (5) days at per diem, multiplied by the teacher's FACSE FTE.

Y. NBPTS Facilitator Compensation:

	Module 0	**Module 1**	**Module 2 & Module 3**	**Module 4**	**Retake & Renewal**
Instructional hours per module per cohort*	6 hours	3 hours	18 hours	18 hours SY 16-17 anticipated – may be adjusted based on NBCT release of Module 4	Up to 6 hours per candidate
Total instructional hours for a given cohort X $30 X 1.5 to cover planning	$270	$135	$810	$810	
Reading/ feedback on written submissions			$150 per participant above 6 candidates	$150 per participant above 6 candidates	Flat Rate of $270 per candidate

*Cohort ratios are a maximum of 30:1 for Modules 0 and 1; cohort ratios are a maximum of 10:1 for Modules 2, 3, and 4.

Z. 504 Plans: Counselors and nurses will be compensated for timely completion of Section 504 plans at the rate of $50 per plan.

APPENDIX E – GRIEVANCE FORMS

Section E.1 – Grievance Form Step One

Highline School District
15675 Ambaum Boulevard SW
Burien, Washington 98166

GRIEVANCE FORM – CERTIFICATED EMPLOYEE - STEP 1

This form is to be used by staff members filing a grievance pursuant to Article 7(Grievance Procedure). If the space provided below and on the other side is not sufficient for responses, please attach additional information to this form.

To: _____ _____
Name of Principal or Supervisor School or Location

From (Grievant): _____Position: _____

School or Building: _____

Date of the occurrence giving rise to the grievance: _____

Date grievant first discussed the grievance with principal or supervisor: _____

What article(s), Section(s) and/or paragraph(s) of the Collective Bargaining Agreement is/are alleged to have been violated? (If possible, quote please write the article(s), section(s) or paragraph(s) and the exact language alleged to have been violated:

_____

List relevant facts upon which the grievance is based.

What remedy is being sought?

_____ _____
Employee's (Grievant) Signature Date submitted to Principal

DISPOSITION OF GRIEVANCE BY PRINCIPAL OR SUPERVISOR

_____ _____
Signature of Principal or Supervisor Date

_____ _____
Employee's (Grievant) Signature Date

(Employee's [Grievant] signature does not imply agreement with the disposition.)

Section E.2 – Grievance Form Step Two

Highline School District
15675 Ambaum Boulevard SW
Burien, Washington 98166

GRIEVANCE FORM – CERTIFICATED EMPLOYEE - STEP 2

This form is to be used by employees who wish to process a grievance from Step 1 to Step 2, superintendent/designee level. If the space provided below and on the back of this form is not sufficient for responses, please attach additional information to this form.

To: _____
Superintendent/Designee

From: _____ _____ _____
Employee (Grievant) Location/Position Date

_____ _____
Employee's (Grievant) Signature Date

Please attach a complete copy of Step I Grievance Form.

What specific article(s) and paragraphs of the Collective Bargaining Agreement remain in question after the disposition of Step I?

_____

Include any additional factual information relevant to the grievance.

_____

_____

DISPOSITION OF GRIEVANCE BY SUPERINTENDENT/DESIGNEE

_____ _____
Signature of Superintendent/Designee Date

_____ _____
Employee's (Grievant) Signature Date

(Employee's [Grievant] signature does not imply agreement with the disposition.)

Section E.3 – Grievance Form Association

Highline School District
15675 Ambaum Boulevard SW
Burien, Washington 98166

GRIEVANCE FORM – ASSOCIATION

This form is to be used by the Association to process a grievance to Filing Step, superintendent/ designee level. If the space provided below and on the back of this form is not sufficient for responses, please attach additional information to this form.

FILING STEP

To: _____
Superintendent/Designee

From the Association:

By: _____ _____ _____
President Executive Director Date

_____ _____ _____
President's Signature Executive Director's Signature Date

Date of the occurrence giving rise to the grievance: _____

What specific article(s) and paragraph(s) of the Collective Bargaining Agreement are in question? (Quote the exact language alleged to have been violated.)

The relevant facts are:

What remedy is being sought?

DISPOSITION OF GRIEVANCE BY SUPERINTENDENT/DESIGNEE

_____ _____
Signature of Superintendent/Designee Date

_____ _____
Association Representative's Signature Date

(Employee's [Grievant] signature does not imply agreement with the disposition.)

APPENDIX F – EMERGENCY SUBSTITUTE FOLDER CHECKLIST

Emergency Sub Folder Checklist

(create by October 1, revise by March 1)

A. From front office:

1. 2 copies of roster (per period/class) – 1 for attendance, 1 for teacher (sub or in-house) with pictures to keep for the period
2. Building map
3. Schoolwide emergency procedures and maps

B. From elementary classroom certificated staff:

1. Student emergency medical plans (usually provided by nurse), and students who need medications at school and when
2. Seating chart (with SPED and ML indicators next to names, and if possible, pronunciation of names)
3. Class systems (i.e., expectations, behavior support, techniques, student jobs, class or schoolwide incentives, etc., or reference if posted in classroom)
4. BIPs, behavior plans, safety plans (collaborate with case manager or point person for short version)
5. Emergency activity/option in case lesson plans are not left

C. From secondary classroom certificated staff:

1. Student emergency medical plans (usually provided by nurse), and students who need medications at school and when
2. Seating chart if you have one (with SPED and ML indicators next to names, and if possible, pronunciation of names)
3. Class expectations (or reference to if posted in classroom)
4. BIPs, behavior plans, safety plans (collaborate with case manager or point person for short version)
5. Emergency activity/option in case lesson plans are not left

D. Other options to consider including:

1. Student pronouns (if able to share)
2. Everyday links and how to access online resources (i.e., Google Classroom codes, Seesaw, websites used, etc.) and/or a printed copy
3. Buddy room, if you have one
4. Helpful student(s)

5. IEP at-a-glance or a sentence about needs of each student with an IEP (collaborate with case manager)

6. Any push-in services and what time (i.e., LRC cert/para)

7. Elementary specific - Any students who attend some classes for their General Education time (from a self-contained SPED class) and at what time(s).

LETTERS OF AGREEMENT AND MEMORANDUMS OF UNDERSTANDING

Letter of Agreement
between
Highline Education Association
and
Highline School District

Student Behavior Support Team
Effective School Years 2024-26

The District and Association shall continue 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. For the duration of this agreement, the SBST will continue to focus their efforts on the following topics/initiatives:

1. In order to continue to work toward the goals outlined above, the following annual action steps will be implemented beginning in the 2024-25 school year:

    a. By October 1st, all schools must provide at least one annual staff training on how to enter all discipline incidents into Synergy. This is in support of District guidance around entering all discipline incidents into Synergy as either major or minors.

    b. Each school site must have a School Discipline Leadership Team comprised of administrators AND certificated staff and may include classified staff. Existing examples of a School Discipline Leadership Team include, but are not limited to: Shared Leadership Team, MTSS Team, Tier 1 Team.

        i. By November 1st, all School Discipline Leadership teams must be provided at least annual training on how to utilize behavior data to inform Tier 1 decisions that are preventative, proactive, and responsive with their teams.

        ii. By November 1st, School Discipline Leadership teams must be trained in how to run the necessary Synergy reports that analyze the number of Office Discipline Referral (ODR)s each staff member is submitting.

    c. At least quarterly, the School Discipline Leadership team will review the ODRs submitted by staff and identify appropriate strategies to coach staff with high referral numbers around classroom management, proactive behavior systems, and culturally responsive practices.

2. Resources and professional learning should be made available to support educators in the following areas: (a) changes in state law regarding exclusionary practices; (b) the process for special education referrals; and (c) accessing other social-emotional support for students; (d) de-escalation and behavior support strategies. During the 2024-25 and 2025-26 school year, the Student Behavior Support Committee will meet with members of the following teams/departments to ensure that all necessary training materials and resources are created and made accessible to school leadership teams: Human Resources, Public Policy, Special Education, Social Emotional Learning, Teaching and Learning, Building Based Administrators and any others as mutually agreed upon.

3. In order to determine each school's current needs and capacity for additional professional development to implement a just and equitable student behavior support system, all schools will be required to use the Culturally Responsive Tiered Fidelity Inventory (CR-TFI) at least once annually in the spring, though schools are encouraged to engage in this process up to four (4) times annually as is considered best practice. All schools will create an Action Plan based on their CR-TFI results that they will integrate into their Annual Action Plan around SEL and Behavior goals using an MTSS model of support.

4. The SBST will continue to prioritize data driven work across all tiers of implementation using the CR-TFI to determine disproportionality and bias. In addition, this team will provide systemwide training resources and coaching recommendations with the goal of shifting practices to promote equity of experience regardless of identity for all students.

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. Each year by May 15, the SBST will provide updates on its progress to the District and Association Labor-Management and/or bargaining teams. The future work and continuation of the Team shall be reviewed by the bargaining teams in the spring of 2026.

HIGHLINE EDUCATION ASSOCIATION

Jeb Binns
President

9/4/24
Date

HIGHLINE SCHOOL DISTRICT NO. 401

Dr. Steve Grubb
Associate Superintendent

9/4/24
Date

Letter of Agreement
between
Highline Education Association
and
Highline School District

Comprehensive Counseling Plan Development
Effective School Years 2024-26

The Highline Education Association (Association or HEA) and Highline School District (District or HSD) have a mutual interest in supporting a Comprehensive Guidance and Counseling model that is consistent with the requirements in SSB 5030 (see Guidance Bulletin 083-21) and is responsive to the needs of Highline's students, families and staff.

Joint Committee

The District and the Association agree to convene a joint HEA-HSD Comprehensive School Counseling Plan Committee (CSCPC) that consists of central office and building administrators appointed by HSD and certificated counselor or other teacher/ESA representatives appointed by HEA. Every effort will be made to include representation from elementary, middle and high school levels. At least fifty percent of committee members will be representatives appointed by HEA. The work of the CSCPC will be informed by the information, timelines, and recommendations included in the spring report on the implementation of the 2022-24 Comprehensive Counseling Plan Letter of Agreement.

The CSCPC will collect data and solicit input from stakeholder groups to support system and school-level implementation and provide resources for Highline's Comprehensive School Counseling Plan. However, the intent is for the committee to make recommendations on how to implement effective programming that also takes into account other supports provided across the system to efficiently and effectively address student needs.

Each spring by May 15, the CSCPC will provide a copy of their recommendations and implementation plans to the HEA President, the Deputy Superintendent, and the Executive Director of Human Resources in order to address any programmatic adjustments or impacts on staff working conditions through system planning, negotiations and/or Labor-Management, as appropriate.

Interim Agreements and Clarifications

For the duration of this agreement, unless modified by subsequent negotiations or Labor Management agreements as referenced above, the District and the Association agree to the following guidelines to support Highline's counseling program.

A. Clarification of expectations for providing class coverage in the event of substitute unavailability

1. Counselors should not be included in a school's coverage "rotation" for substitute unavailability (ref. CBA section 4A.5), and should not be asked to provide classroom coverage as a substitute for entire class periods. They may, however, be asked to provide classroom supervision for short periods of time

(typically 15 minutes or less) in an emergency situation until a substitute can be arranged.

2. When a counselor is facilitating a classroom-based lesson (e.g., SEL, college/career), that class's teacher(s) should still be present and/or available to assist during the lesson. While it is acceptable for the teacher to leave the room for a few minutes, they should remain onsite and be available to return if requested; the teacher should not be pulled to substitute in another class during that time, nor should a counselor-led lesson be used to provide planning time for the teacher.

B. Clarification of expectations for Advisory

1. Using their professional discretion, counselors are expected to leverage Advisory time to provide support for students.

2. Secondary counselors may be placed into a rotation to provide substitute coverage for Advisory classes in the event of substitute unavailability.

3. If a school's counselors are assigned to a rotation to provide regular substitute coverage for Advisory, this should be factored into their overall task expectations and assignments. Schools may want to consider how to ensure counselor availability for students during Advisory in the event their counselor(s) are utilized for a substitute coverage rotation.

4. If providing substitute coverage during Advisory becomes a barrier to completing a time-sensitive task that cannot be reprioritized, delegated, or eliminated, a principal may authorize "Make-up time" per Section 4A.5.B.3 for task completion outside of the contract day.

C. Program planning and providing a "fair share" of support for school operations

1. SSB 5030 includes expectations that counselors spend 80 percent of their worktime on direct and indirect services to students and families and 20 percent of their worktime on program planning and support which includes activities such as analyzing data, goal setting, lesson planning, developing an annual schedule, and the annual administrative conference. This 20 percent also includes providing a "fair share" of support for school operations (e.g., supervision of arrivals and dismissals, test proctoring). The definition of fair share currently in use by HSD and OSPI would include participation in "activities that all members of the school staff take equal turns doing to ensure the school's smooth operation" (Gysbers & Henderson, 2012).

2. While the CSCPC will continue to refine guidelines for implementation of this provision of SSB 5030 for future years, building administrators should exercise intentionality and care in assigning operational tasks on a regular basis to counselors that are not expected of other school staff, including other ESAs and teachers.

3. In addition, during the 2024-25 and 2025-26 school years, the District, in consultation with the CSCPC, will explore technological resources that may be made available to support master scheduling at the secondary level.

D. Lunchtime, recess and passing time expectations for counselors

1. At the elementary level, building administrators may ask counselors to be visible and accessible to students during lunch or recess when they are not meeting with individuals or small groups of students. The purpose of this presence is not as an additional recess/lunchroom monitor but to make connections with specific students or groups of students for whom they are providing counseling or behavioral supports.

2. At the secondary level, individual student needs should take priority during lunch and passing time. However, building administrators may ask counselors to be visible and accessible to students during lunch or passing time when they are not meeting with individuals or small groups of students. The purpose of this counselor presence is not to provide lunchroom or hallway supervision, but to make connections with specific students or groups of students for whom they are providing counseling or behavioral supports.

3. If counselors are asked to be available during student lunchtimes to support the needs of individuals and small groups of students, a reasonable alternative must be provided to ensure access to a 30-minute duty free lunch consistent with Section 4A.1.A. In the event a school has only one lunch period for students and staff, schools are encouraged to develop a lunchtime rotation so that at least one counselor is available to address emergent student needs during every lunch period, while other counselors may elect to take their duty-free lunch with other staff. In the event a school has only one counselor and one lunch period, this rotation may involve access to students on some days and lunch with other staff on other days each week.

Ongoing Monitoring and Problem-Solving

Any challenges regarding the implementation of this LOA will be brought to the HEA-HSD District Labor Management Committee for problem-solving and determination of next steps.

HIGHLINE EDUCATION ASSOCIATION	**HIGHLINE SCHOOL DISTRICT NO. 401**
Jeb Binns President	Dr. Steve Grubb Associate Superintendent
9/4/24 Date	9/4/24 Date

Letter of Agreement
between
Highline Education Association
and
Highline School District

Clarification of Mitigation Options for Paraprofessional Vacancies/Absences
Effective School Years 2024-2026

The Highline School District (District or HSD) and the Highline Education Association (Association or HEA) recognize that many programs outlined in the Collective Bargaining Agreement (CBA) are supported by negotiated paraprofessional assistance, specifically: Special Education (Section 4B.1.E, F, G), Library (Section 4B.1.J), All Day Kindergarten (Section 4B.5), and *Ready K!* (LOA). The parties also acknowledge that when these paraprofessional staff positions are unfilled for extended amounts of time due to vacancies and/or long-term absences, this impacts the certificated staff in these programs, as well as students being served by the programs.

The District will continue to work to fill paraprofessional positions and provide substitutes for longer-term paraprofessional absences, but the parties wish to clarify the mitigation available to certificated staff in the above programs when a paraprofessional vacancy or unfilled extended absence exists.

In addition, the parties wish to clarify some of the existing options available for paraprofessional absences of any length that impact certificated staff planning time, "WAC" time (non-instructional time before and after the student day), and/or Duty-Free Lunch. This section applies to any certificated educators impacted as described by paraprofessional absences.

Mitigation Available for Special Education Teachers, Librarians, and Kindergarten Teachers for Programmatic Paraprofessional Vacancies/Extended Unfilled Absences

Certificated educators impacted by programmatic paraprofessional vacancies and/or extended absences may submit requests for extra duty compensation via an Extra Service Form (ESF) up to the weekly limits below for work actually performed outside the contract day (including on weekends) that was a result of the paraprofessional vacancy/extended absence. Examples of this type of work might include, but are not limited to: altered instructional planning, materials preparation, library collection management or shelving, station set up, etc. It is not required that this work take place on-site.

- Kindergarten Teachers: Up to 7.5 hours per week
- Librarians (schools up to 450 students): Up to 7.5 hours per week
- Librarians (schools over 450 students): Up to 10 hours per week
- Special Education Teachers: Up to 10 hours per week
- *Ready K!* Teachers: Up to 10 hours per week

In the case of a programmatic paraprofessional vacancy, this extra duty mitigation is available immediately. In the case of an extended programmatic paraprofessional absence, the District will have up to two weeks to attempt to fill the position with a substitute. During this two-week period, the building administrator may reorganize to

provide some temporary support until a substitute can be arranged. If such a reorganization is not possible, the building administrator may submit a recommendation to HSD Human Resources to allow the teacher to access mitigation immediately. After two weeks of an extended absence, the District must provide mitigation if no substitute has been placed in the position.

Certificated Staff Mitigation for Lost Planning Time, "WAC" time, or Duty-Free Lunch due to Paraprofessional Absences of Any Length

Lost planning time: HEA and HSD agree that the mitigation available in Section 4.5.B.1 also applies to teachers who lose their planning time due to a paraprofessional vacancy/absence in their own classroom or a colleague's classroom.

Lost "WAC" time: HEA and HSD agree that certificated educators should not lose the non-instructional time before/after the student day due to a paraprofessional absence without first problem-solving with their administrator to develop a plan for mitigation. If the teacher still has Flex hours available, lost WAC time could be credited toward their Flex time balance. If not, the teacher should receive compensation at the extra duty rate for the lost WAC time.

Lost Duty-Free Lunch: HEA and HSD agree that certificated staff have a legal and contractual right to a 30-minute duty-free lunch that should be honored in all circumstances except a true emergency. Educators should consult with their administrator in the case of such an emergency, or in the event that the administrator needs to assist with non-emergency coverage to enable the teacher to take a duty-free lunch. In the event missing lunch is unavoidable, the teacher should receive compensation for that lunch period at the extra duty rate.

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Letter of Agreement
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Highline Education Association
and
Highline School District

Position Specific Schedule Adjustment
Effective School Years 2024-26

The Highline School District (District or HSD) and Highline Education Association (Association or HEA) recognize that there is an increasing need for flexibility in scheduling of the work calendar, work week, and/or work location to meet both the needs of the District and the needs of educators.

Some certificated instructional staff roles require work to be completed between the last day of school and beginning of the DID window of the coming school year. Types of work necessary during the summer calendar break include, but are not limited to, facilitating professional development, programmatic planning, and mentoring new educators.

Some certificated staff roles regularly require work to be completed outside normal contract hours during the school year. Examples include Central Office specialists who facilitate professional development after the workday, psychologists who attend IEP, MTSS and other meetings on a regular basis before and after the workday to accommodate families' schedules, and building-level specialists who may supervise evening events that are not otherwise compensated.

In addition, some certificated staff may be offered the opportunity to work from home (WFH) on certain days in order to alleviate space constraints, assist with remote delivery of professional learning, and respond to staff requests for WFH opportunities when this does not interfere with District operations.

The District and Association have mutual interest in supporting a variety of Schedule Adjustment Plans that address both the programmatic needs of the District and the scheduling needs of educators, while also ensuring that contractual provisions are honored. This Letter of Agreement is intended to document:

1. Agreements regarding "Mandatory Calendar Adjustment" to address a change in scheduled days that may be required of certificated staff in certain positions during the summer break;

2. Agreements regarding "Optional Calendar Adjustment" to address a change in scheduled days that may be exercised by certificated staff in certain positions at their election during the summer break;

3. Agreements regarding "Modified Work Hours" that are intended to clarify expectations and processes to be followed regarding modifications of scheduled work hours during the school year on a regular or intermittent basis for certificated staff in certain positions; and

4. Agreements regarding "Work from Home (WFH)" opportunities that are available for certificated staff in certain positions that would modify their scheduled work location except in certain circumstances.

Certificated Instructional staff groups for whom these agreements currently apply are outlined in each section below. However, HEA and HSD both reserve the right to bring forward additional staff groups for consideration via the District Labor-Management Process outlined in Section 16.3 of this agreement, and additional groups may be added upon mutual agreement and communicated out accordingly.

Mandatory Calendar Adjustment – Central Office Specialists

Central Office Specialists may be required to work up to ten (10) days between the last day of school and the beginning of the DID window of the coming school year. These days will be included in the base contract workdays for the coming school year, therefore these employees will choose an equal number of days during the usual contract year to have as non-work days. For example, days worked during the summer 2023 will be part of specialists' 2023-2024 contract, and result in non-work days during the 2023-2024 school year. Mandatory Calendar Adjustment days must be worked and adjusted for in whole-day increments.

Central Office specialists and their supervisors will begin to discuss potential summer work days in January. Each Central Office Specialist will be notified by their supervisor no later than March 1 of the existing school year of the specific dates of any days they will be required to work during that summer break. Modifications, through mutual agreement, for summer dates may be made based on shifting needs and opportunities through May 15. By one week prior to the last student day of school, each impacted Central Office Specialist will submit a tentative outline for which days during the subsequent school year they plan to take as "schedule adjustment" or "comp" non-work days in order to compensate for the required summer workdays. No more than five (5) days during the school year may be schedule-adjusted in a row. The supervisor will review the tentative outline, and may request modifications before approving to align with system priorities. This tentative Calendar Adjustment Plan may be modified by agreement of the employee and supervisor up through September 15 of the new school year, when it will be considered finalized.

In the event a Central Office Specialist is hired after March 1, any summer work plans must be made by mutual agreement between the specialist and their supervisor, and their Calendar Adjustment Plan finalized by September 15.

Should a supervisor require a Central Office Specialist to work more than ten (10) days over the summer, the additional days beyond ten (10) would be paid at the specialist's per diem rate.

By September 20, through collaboration their supervisor, a table with all specialists, number of summer days worked, and the "non-work" days in the base contract calendar will be published and shared with their supervisor, timekeepers, HR and HEA.

Optional Calendar Adjustment – Peer Mentors

Peer mentors may choose to exercise an Optional Calendar Adjustment process between The first day of August and the first student day of the coming school year in order to provide support for their mentees prior to the start of school. Each peer mentor may identify up to ten (10) specific days, in half-or whole-day increments, prior to the first student instructional day to work with new educators outside of normal work-days. These days will be scheduled by the peer mentors in collaboration with their mentees.

The mentors will then select the same amount of work time, in whole-day increments, after the first day for students, to be non-work "schedule adjustment" or "comp" days in exchange. No more than five (5) days during the school year may be schedule-adjusted in a row. Each mentor's Calendar Adjustment Plan, including dates worked during the summer and the days they intend to schedule-adjust or comp during the work year, must be submitted to their supervisor no later than September 15 of the new school year. The supervisor will review the tentative outline, and may request modifications before approving to align with system priorities.

Peer Mentors are compensated at per diem for three mandatory days of work during teacher induction over the summer. However, an individual peer mentor may elect to take one or more days of induction as a calendar schedule adjustment, rather than as additional pay, if they have a balance of days after their mentee support has been scheduled. The priority for their ten (10) schedule adjustment days is to provide support for their mentees.

By September 20, through collaboration their supervisor, a table with all peer mentors, number of summer days worked, and the "non-work" days in the base contract calendar will be published and shared with their supervisor, timekeepers, HR and HEA.

Modified Work Hours (during the school year) – Central Office Specialists, Building-Based Specialists, School Psychologists

Certificated instructional staff who work in roles that involve regular and/or frequent required meetings or events that occur outside the usual contract day have the following options they may exercise in consultation with their supervisors. The currently identified staff groups in the category are Central Office Specialists, Building-based Specialists, and School Psychologists.

In many cases, staff are expected to work beyond the usual contract day about once a week. Additional events and needs may increase the frequency. Likewise, there may be periods of lower frequency. As these occur, staff can work with their supervisor to adjust their hours accordingly within in a two-week time frame, and set up recurring adjustments when feasible. For example, if a specialist will regularly be working an hour beyond regular contract time every Thursday, they could adjust their schedule to arrive an hour after their regular start time every Thursday. The staff person and their supervisor will establish a tracking system to document this.

These schedule adjustments should take into account that staff in these roles, with some exemptions for itinerant ESAs, have the same responsibility to participate in staff meetings and Flex Time as all other HEA staff.

Specialists will receive extra service pay, rather than schedule adjustment, when requested to facilitate and/or participate in teams or workgroups outside of work hours when extra service is offered to participating school-based certificated staff.

Scheduled Location Adjustments – "Work from Home (WFH)" Provisions

For the 2024-25 school year, Central Office specialists may schedule up to fourteen (14) hours of remote work from home (WFH) over the course of a five-day work week. Hours are prorated by FTE and number of days in the work week. Schedules must be arranged around in-person expectations so as to maintain the productivity of the team.

- Individuals must document work from home plans on their calendars (which are accessible by their supervisors) by the end of the first workday of the week prior to the next work week. (For example, a WFH plan for the week of December 13 must be documented by end-of-day December 6.)
- Supervisors have the right to name a standard in-person workday for their staff.
- Supervisors may require specific and/or additional required in-person work time if staff are notified by noon on the first work day of the week the week prior to the applicable work week. (For example, specific required in-person time for the week of December 13 would need to be communicated no later than noon on December 6.)

Specialists should respond to calls and emails in a timely manner such that the work of the department is not slowed as a result of working from home. The mode/method of timely response may be an expectation of their supervisor. Specialists should consider the needs of the team and preferences of their colleagues when deciding whether meetings should be remote or in-person.

In the event of a concern regarding remote work from home, supervisors should meet to discuss the concern(s) with the applicable person as soon as identified, with the goal of resolving the issue so that continued work from home remains a viable option. If concerns persist, the work at home option may be rescinded for the individual. These steps are non-disciplinary.

These “work from home” provisions for the Central Office Specialists expire at the end of the 2024-25 school year.

HIGHLINE EDUCATION ASSOCIATION

Jeb Binns
President

9/4/24
Date

HIGHLINE SCHOOL DISTRICT NO. 401

Dr. Steve Grubb
Associate Superintendent

9/4/24
Date

Letter of Agreement
between
Highline Education Association
and
Highline School District

Joint Inclusive Services Team
Effective School Years 2024-26

As the Highline School District (District or HSD) continues to move toward more inclusive models of special education services, the District and the Highline Education Association (Association or HEA) agree to continue the Joint Inclusive Services Team (JIST) to work collaboratively to promote successful implementation as a more inclusive continuum of services is phased in across the district. This work may include, but is not limited to: monitoring and providing feedback on the phase-in of inclusion cohort schools across the district, helping to develop and recommend pilot models and structures to facilitate inclusion in cohort schools, monitoring the implementation and effectiveness of those pilot approaches, and assessing the impacts of more inclusive service models on the workloads of certificated staff in order to proactively mitigate these impacts.

The JIST will include a broad range of involved educators from inclusion cohort schools, including general education and special education teachers, as well as related services staff. No more than half of the members of the team shall be district/building leaders, with the balance of the team comprised of certificated educators appointed by the HEA president. The District and Association will communicate early and often regarding JIST appointments to facilitate committee membership from a range of schools at different stages of the inclusion cohort phase in, with intentional focus given to ensure representation from dual language inclusion cohort schools.

No later than May 1 of each year, the JIST will make a report and recommendations to HEA and HSD Leadership for Labor-Management problem-solving and/or bargaining, as appropriate.

Additionally, it is important to note that because the roll-out of inclusion schools district-wide will eventually include all special education and related services staff, the HEA-HSD Joint Special Education Committee has been put on hiatus. Because the District's long-term vision for inclusion is broader than special education and related services, the JIST report and recommendations in bargaining years should include feedback regarding future committee structures to provide a collaborative approach to addressing issues related to special education and related services as well as inclusive approaches to education in a broader sense.

HIGHLINE EDUCATION ASSOCIATION

Jeb Binns
President

9/4/24
Date

HIGHLINE SCHOOL DISTRICT NO. 401

Dr. Steve Grubb
Associate Superintendent

9/4/24
Date

Letter of Agreement
between
Highline Education Association
and
Highline School District

Impact of "No Credit" Grade Option
Effective School Years 2024-2026

The Highline School District and the Highline Education Association agree to the following provisions regarding the "No Credit" Grade Option for the duration of the current collective bargaining agreement. In August 2021, the School Board revised policy 2420 to remove "F" as a grade option, and added "NC" as an option, providing this guidance:

> Students who receive an NC may have a credit recovery plan that is developed between the school or teacher and the student. A student who fails to complete the recovery plan within the designated time shall have the NC permanently on their transcript.

For situations in which a student has demonstrated significant progress in a course, and demonstrating sufficient proficiency to earn a grade is a reasonably achievable goal, teachers may offer a student who receives an NC in their class an opportunity to demonstrate additional mastery to convert an NC to an A, B, C, or D grade through an NC credit recovery plan. This plan may involve completing an independent student project, or another option deemed sufficient by the teacher to demonstrate sufficient mastery to receive credit in the course. Plans will be timebound, typically requiring completion within 2-4 weeks. Teachers will indicate a credit recovery plan is available through the use of a common report card comment code.

If the teacher does not offer an NC credit recovery plan, counseling staff and/or building administration, will work with the student to identify options for credit recovery.

While a teacher may be offered information and support around NC credit recovery plans, they will not be directed to change a grade from an NC when a student's academic achievement definitively shows an NC level of understanding. Likewise, a teacher will not be asked to offer an NC credit recovery plan when, in their professional assessment, the student has not demonstrated sufficient progress to make such a plan feasible on the teacher's part.

HIGHLINE EDUCATION ASSOCIATION	**HIGHLINE SCHOOL DISTRICT NO. 401**
Jeb Binns President	Dr. Steve Grubb Associate Superintendent
9/4/24 Date	9/4/24 Date

Letter of Agreement
between
Highline Education Association
and
Highline School District

Ready K!
Effective School Years 2024-2026

The Highline Education Association (HEA) and Highline School District (HSD) have a shared interest in implementing a Transition to Kindergarten program, consistent with OSPI guidelines and contingent upon continued availability of state funding, to support kindergarten readiness for Highline students. Highline's Transition to Kindergarten program will be known as *Ready K!* Except as outlined below, all provisions of the Collective Bargaining Agreement (CBA) apply to *Ready K!* just as they would to other kindergarten classes.

1. **Calendar and Contract Year:** *Ready K!* teachers will be hired for transitional programming in combination with a *Floater Substitute* assignment to create a full 1.0 FTE assignment. Teachers will follow the regular calendar year of 187 days, including five (5) DID and two (2) PLE days. The DID and PLE days will be worked at the teacher's assigned *Ready K!* site.

    - The first *Ready K!* day for students will be the first Monday after Thanksgiving Break. The two student days used for WaKIDS Family Connections will be scheduled during elementary conference week.
    - Two (2) non-student professional learning days will be scheduled during the week prior to elementary conference week.
    - One self-directed preparation day will be scheduled during conference week.

2. **Class Size:** The class size for *Ready K!* will be 17:1 per day as the "Soft Cap" referenced in CBA Section 4B.2.C. The "Hard Cap" for *Ready K*! will be 18:1, reflecting that *Ready K!* class size may not exceed 18:1. In addition, teachers will *not* receive overload mitigation (per Section 4B.3) if their *Ready K!* class is at 18:1, rather than 17:1 or below.

3. **Paraprofessional Support:** Each *Ready K!* classroom will be allocated six hours of paraprofessional support to assist at lunch, recess, and in the classroom.

4. **Report Cards and Progress Reports:** In lieu of traditional report cards as outlined in Section 3.3.D, *Ready K!* students will receive WA KIDS progress reports at the Winter and Spring grading periods.

5. **Professional Growth & Evaluation (PG&E) & Coaching Cycles:** *Ready K!* teachers on a continuing contract will participate in the Comprehensive PG&E process as outlined in Article 19, as required by state law. Due to the modified student year, certain Comprehensive PG&E timelines and dates in Section 19.6 will be adjusted as follows.

    - Comprehensive Cycle Conference (CCC) 1 to be completed by December15.
    - CCC 2 to be completed between January 1 – February 28.
    - CCC 3 to be completed between March 1 – May 15.

- Artifacts due June 1 (Note: PCTs may be focused on the Danielson Framework/artifacts).
- Dates for CCC 4 and the Summative Evaluation are consistent with the CBA.

6. **Family Engagement Nights**: *Ready K!* teachers will be expected to attend Family Engagement Nights up to three times per year, which will be focused on student data. Preparation for these events will be included in regular PCTs, but extra service contracts will be provided for time actually spent at the events.

7. **PCT:** Professional Collaboration Time (PCT) for *Ready K!* teachers will be worked at their assigned *Ready K!* site. *Ready K!* teachers will be included in mandatory job alikes if job specific work is planned. During the period of time that *Ready K!* teachers are working as floater substitutes, they will join their *Ready K!* school for PCT when possible within the contract day, depending upon the location of their daily assignment.

8. **Staff meetings:** During the *Ready K!* student year, *Ready K!* teachers will attend staff meetings at their usual buildings, consistent with Section 4A.1.F.

9. **Continuing Conversations:** The parties shall continue to monitor the implementation and *Ready K!* through regular District-level labor-management meetings, and will address any additional complications or anomalies with a problem-solving approach.

HIGHLINE EDUCATION ASSOCIATION	**HIGHLINE SCHOOL DISTRICT NO. 401**
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Letter of Agreement
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Highline School District

ACT Time
Effective School Years 2024-26

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.

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.

Integrated Kindergarten teachers will receive their ACT time through the release day model. Adapted PE teachers will receive their ACT time through the 4:1 model.

Day-to-day decisions about how to utilize ACT Time within this each structure/model will be made by individual special education staff. ACT Time is not intended to be used for only one case management 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

In the event scheduling challenges arise that interfere with consistent provision of ACT Time, building administrators and/or special education staff may submit a request for support to the appropriate Director of Special Education with notice to the HEA president

and Executive Director of Human Resources. Building principals must submit their school's ACT Time plans to the HEA President and Executive Director of Human Resources by September 15 of each year.

HIGHLINE EDUCATION ASSOCIATION

Jeb Binns
President

9/4/24
Date

HIGHLINE SCHOOL DISTRICT NO. 401

Dr. Steve Grubb
Associate Superintendent

9/4/24
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Fostering Equity and Anti-Racism
Effective School Years 2024-26

The Highline School District (HSD) and Highline Education 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.

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

- Composition
    - At least 3 and up to 8 members selected by HSD; and
    - At least 3 and up to 8 members selected by HEA.
- Charge
    - Provide vision, expectations, and support for School/Site-Based Equity Teams. The District will provide $25,000 annually to the HEART to support this work.
    - Plan and support training for and collaboration amongst and between School/Site Based Equity Teams.
    - Develop recommendations for how to expand and strengthen Equity Teams across the system.

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

- HSD will continue to support voluntary Affinity Groups. Details and guidelines will be shared annually through District communication channels, and additional compensation will be provided when possible.
- HSD will provide mentoring opportunities for educators of color and those from historically marginalized communities who are in their first three years of employment.

HIGHLINE EDUCATION ASSOCIATION

Jeb Binns
President

9/4/24
Date

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Dr. Steve Grubb
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9/4/24
Date

Letter of Agreement
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Elementary Inclusive Staffing Model Pilot
Effective School Year 2024-2025

A. Introduction

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 2024-25 school year, upon recommendation of the JIST, HEA and HSD agree to pilot the following alternative special education staffing model as outlined below in order to support Inclusive Practices.

B. Cohorts

The Inclusive Education Cohort 1 elementary schools (McMicken, Marvista, Hilltop, Gregory Heights, Des Moines, Bow Lake) will participate in this Inclusive Staffing Model Pilot structure. The Inclusive Education Cohort 2 elementary schools (Shorewood, Hazel Valley, Parkside, North Hill, Cedarhurst) will be eligible to participate in the 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 can and should be involved in the discussions about the pilot alternative staffing model but will not be considered voting, K-5 special education teachers in the Cohort 2 decision-making about whether to proceed with the alternative model.

Should a Cohort 2 school elect to participate in the pilot, the building principal must send email notification by June 3, 2024, 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. All Cohort 1 schools should send a copy of the Student Need Leveling Document they will be using for the 2024-25 school year to the same parties listed above by June 3.

Additionally, for all schools participating in the pilot staffing model, 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. The building principal and inclusion specialist will co-facilitate this discussion.

C. Staffing Allocation

Special education staffing allocations to each building will proceed consistent with CBA language and current practice, as outlined in Article 4B 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.

D. Staffing Model

The intent of the Inclusive Staffing Model Pilot is to allow participating schools to 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. One goal 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).

E. 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. This Leveling team (special education staff, building administration, and inclusion specialist) 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.

This initial leveling process for students in schools joining the pilot for the first time should occur prior to the end of the 2023-24 school year, and may be adjusted until October 1, 2024. For schools beginning their second year in the pilot, a review of student levels should begin this spring and be complete by October 1, 2024. Once the 2024-25 school year begins, a Leveling Team member can initiate a process to change levels by emailing the case manager, administrators, inclusion specialist and all other IEP team members for that student to request a meeting to discuss the proposed level change.

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 2025 will include a calibration discussion about each school’s leveling document and process.

F. 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 with EBC or DHH programs may choose to utilize a hybrid of the alternative staffing model and the contractual staffing model, should they choose to retain one or more of those special education teachers as programmatically based.

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. The percentages below were determined through referencing existing programmatic allocations; however, the actual level of support needed by individual students is not dictated by existing programs. Once an individual case manager's workload exceeds 100%, overload mitigation (as outlined below) would apply.

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%

G. 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/day
- One student over 100% 5% - 8% $15/day
- One student over 100% 9% - 12% $25/day

Each additional student overload over the initial student exceeding 100%

- Student at Level 1 $5/day
- Student at Level 2 $15/day
- Student at Level 3 $25/day

In the event that any individual special education teacher exceeds a 116% caseload, this would be considered a "hardship" requiring an agreement between the principal and the teacher to acknowledge the overload and notification of the HEA president, all documented in writing (email is acceptable).

In the event that the building-wide total percentage equals 110% times the number of allocated case managers and/or the number of students with IEPs exceed the CBA

programmatic numbers, this will trigger a conversation between building teams and Special Education administrators about potential additional staffing.

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.

If a building has elected to do a certificated/classified staff conversion, the above workload percentages will be adjusted to reflect a building-wide percentage total of the allocated case managers, prorated by the number of case managers after the conversion; mitigation percentages would be adjusted accordingly. Example: A school is allocated four case managers, but have five due to a conversion. Their building-wide workload total would be 400%, and each of the five existing case managers would qualify for mitigation when they exceed 80% rather than 100%.

H. 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 will 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.

I. Special Education Teacher Schedule & Flexible Service Delivery

Participating schools may continue 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.

J. 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 in LOA schools 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.

Consistent with the HEA-HSD Letter of Agreement regarding ACT time, 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

K. 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.

L. Ongoing Monitoring and Modification

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.

Additionally, this LOA contemplates the need for an LOA for the 2025-26 school year. The JIST will make recommendations for such an LOA no later than May 15, 2025 and it will be addressed by Labor-Management or impact bargaining as appropriate based on mutual agreement of the HEA President and HSD Executive Director of Human Resources.

HIGHLINE EDUCATION ASSOCIATION	**HIGHLINE SCHOOL DISTRICT NO. 401**
Jeb Binns President	Dr. Steve Grubb Associate Superintendent
9/4/24 Date	9/4/24 Date

Letter of Agreement
between
Highline Education Association
and
Highline School District

Secondary Inclusive Staffing Model Pilot
Effective School Year 2024-2025

A. Introduction

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 2024-25 school year, upon recommendation of the JIST, HEA and HSD agree to pilot the following alternative special education staffing model as outlined below.

B. Cohorts

The Inclusive Education Cohorts 1 and 2 secondary schools (Highline High School, Tyee High School, Sylvester Middle School) will be eligible to participate in this Inclusive Staffing Model Pilot if a super-majority (60% or higher) of their 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 staffing model but will not be considered voting special education teaching staff 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 10, 2024, 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.

C. Staffing Allocation

Special education staffing allocations to each building will proceed consistent with CBA language and current practice, as outlined in Article 4B 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.

D. 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).

E. 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 and district 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 2025 will include a calibration discussion about each school's leveling document and process.

F. Workload Calculation

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.

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 (9)	12%

G. 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

In the event that any individual special education teacher exceeds a 116% caseload, this would be considered a "hardship" requiring an agreement between the principal and the teacher to acknowledge the overload and notification of the HEA president, all documented in writing (email is acceptable).

In the event that the building-wide total percentage equals 110% times the number of allocated case managers and/or the number of students with IEPs exceed the CBA programmatic numbers, this will trigger a conversation between building teams and Special Education administrators about potential additional staffing.

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.

In the event that any individual special education teacher exceeds a 116% caseload, this would be considered a "hardship" requiring an agreement between the principal and the teacher to acknowledge the overload and notification of the HEA president, all documented in writing (email is acceptable).

In the event that the building-wide total percentage equals 110% times the number of allocated case managers and/or the number of students with IEPs exceed the CBA programmatic numbers, this will trigger a conversation between building teams and Special Education administrators about potential additional staffing.

H. 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 will be allocated using the following process.

- Each school's building administration and special education department chair, in consultation with 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.

I. Special Education Teacher Schedule & Flexible Service Delivery

Participating schools may continue to utilize a flexible service delivery model alongside the alternative staffing model for case management. This means that the case managers may be called upon to deliver Specially Designed Instruction (SDI) to students with IEPs not on their caseload, regardless of program.. In this event, a similar process may be utilized for teacher schedules as for paraprofessional schedules.

- Each school's building administration and special education department chair, in consultation with 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.
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Consistent with the HEA-HSD Letter of Agreement regarding ACT time, 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

K. 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.

L. Ongoing Monitoring and Modification

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.

Additionally, this LOA contemplates the need for an LOA for the 2025-26 school year. The JIST will make recommendations for such an LOA no later than May 15, 2025 and it will be addressed by Labor-Management or impact bargaining as appropriate based on mutual agreement of the HEA President and HSD Executive Director of Human Resources.

HIGHLINE EDUCATION ASSOCIATION	**HIGHLINE SCHOOL DISTRICT NO. 401**
Jeb Binns President	Dr. Steve Grubb Associate Superintendent
9/4/24 Date	9/4/24 Date

Sample Leveling Document by Service Area

Overall Level Reminders:
-Mode of all service area levels (round up if two modes).
-If student is level 3 for Behavior and/or DHH, overall level is 3.

	Level 1 *Gen.Ed teacher supports*	**Level 2** *In addition to Level 1 supports* *Additional adult support for part of day*	**Level 3** *In addition to Level 1 & 2 supports* *Additional adult support most of/all of time*
Reading	- Gen.Ed Teacher is providing accommodations in the classroom such as text at student's instructional or independent level, text to speech (access to grade-level text), books read aloud - Gen.Ed Teacher is providing scaffolds for comprehension if needed - Student receives a moderate frequency of specially designed instruction from a certificated or classified staff member - Student may need to access reteach of core content	- Student will need to access reteach of core content - Student may need picture support to demonstrate comprehension such as retell - Student may need a higher frequency of specially designed instruction from a certificated or classified staff member. - Case manager is working with the Gen.Ed Teacher to develop and provide accommodations or case manager/ classified staff providing the accommodation	- Student may need modifications to every day reading tasks to access i.e. adapted books, adapted response methods - Student may need adapted tasks related to core content - Student receives highly individualized specially designed instruction from a certificated staff member - Case manager is working with the Gen.Ed Teacher to develop and provide accommodations or case manager/ classified staff providing the accommodation
Writing	- Gen.Ed Teacher is providing accommodations in the classroom such as graphic organizers, adapted paper, providing access to speech-to-text, word banks, etc. - Student is starting to generate their own writing ideas - Student receives a moderate frequency of specially designed	- Student may need additional accommodations or modifications to access the activity such as how to access the writing prompt - Student may need scaffolding or visual support to help generate a writing idea - Student may need a higher frequency of specially designed	- Student may need modifications to every day writing tasks to access i.e. letter stamps, tracing, or magnetic boards - Student receives highly individualized specially designed instruction from a certificated staff member - Case manager is working with the Gen.Ed Teacher to develop and

	instruction from a certificated or classified staff member	instruction from a certificated or classified staff member - Case manager is working with the Gen.Ed Teacher to develop and provide accommodations or case manager/ classified staff providing the accommodation	provide accommodations or case manager/ classified staff providing the accommodation
Math	- Gen.Ed Teacher is providing accommodations in the classroom such as hundred charts, number lines, multiplication tables, place value mats, manipulatives - Student receives a moderate frequency of specially designed instruction from a certificated or classified staff member - Student may need to access reteach of core content	- Student will need to access reteach of core content - Student may need shortened assignments - Student may need additional scaffolds to access word problems, including visual support - Student may need a higher frequency of specially designed instruction from a certificated or classified staff member - Case manager is working with the Gen.Ed Teacher to develop and provide accommodations or case manager/ classified staff providing the accommodation	- Student may need modifications to everyday math tasks to access i.e. adapted problems, adapted response methods - Student may need adapted tasks related to core content - Student receives highly individualized specially designed instruction from a certificated staff member - Case manager is working with the Gen.Ed Teacher to develop and provide accommodations or case manager/ classified staff providing the accommodation
Adaptive	- Gen.Ed Teacher is providing accommodations in the classroom such as visual checklists for new or non-routine tasks, access to a visual schedule - Gen.Ed Teacher is providing occasional verbal, visual, and gestural prompting - Student receives a moderate frequency of specially designed	- Student may need an individual visual schedule, visuals for classroom and school routines, visual checklists for routine tasks - Student may need a higher frequency of specially designed instruction from a certificated or classified staff member - Case manager is working with the Gen.Ed Teacher to develop and provide accommodations or case	- Student will need certificated or classified staff to consistently model and support implementation of daily classroom routines - Student may need adult support with daily basic needs such as toileting, washing hands, clothing, feeding, or transitions - Student receives highly individualized specially designed

	instruction from a certificated or classified staff member	manager/ classified staff providing the accommodation	instruction from a certificated staff member or a 1:1 classified staff
SEL/Behavior	- Gen.Ed Teacher is providing most behavioral feedback and implementing the student's BIP, CICO, or Token System - Student receives a moderate frequency of specially designed instruction from a certificated or classified staff member	- Student may participate in one or more of the following: small goal setting group, earned breaks, additional check-ins throughout the day, additional choice time - Student may need visual support, social stories, etc. - Student may need a higher frequency of specially designed instruction from a certificated or classified staff member - Student may need occasional intervention from case manager or trained classified staff	- Student receives highly individualized specially designed instruction from a certificated staff member or a 1:1 classified staff - Student may have an Emergency Response Protocol - Student consistently needs intervention from case manager or trained classified staff
Communication	- Student can communicate wants/needs and may need minimal visual support - Student can participate in or approximate academic discussion with support such as sentence stems, peer models, modeling - Gen.Ed Teacher is providing accommodations in the classroom such as visual supports for comprehension and expression - Student receives a moderate frequency of specially designed instruction from a certificated or classified staff member	- Student has functional communication for wants and needs with visual support - Student may need low tech AAC - Student may need a higher frequency of specially designed instruction from a certificated or classified staff member	- Student will need support such as visuals, AAC, or alternative responses to communicate wants and needs - Student may need AAC device and staff support to use the AAC device - Student may need individualized visuals or materials to communicate - Student receives highly individualized specially designed instruction from a certificated staff member or a 1:1 classified staff

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Letter of Agreement
between
Highline Education Association
and
Highline School District

Electronic Recording Devices in Instructional Spaces
Effective School Years 2024-2026

The Highline Education Association (Association) and Highline School District (District) have a negotiated agreement that mechanical or electronic devices will not be used to listen or record the procedures of any class without the prior knowledge and consent of the teacher, and the evaluator, if the recording is to be used for the purposes of evaluation (CBA Section 19.6.B.10). Furthermore, it is mutually understood that such video/audio recordings are typically confined to limited amounts of time, such as a class period, and for specific purposes, such as evaluation or professional growth (e.g. NBCTS), and are not intended to be used as a basis for potential disciplinary action.

The District agrees that, absent demonstrable operational need unrelated to evaluation or potential discipline, recording devices (such as video cameras or audio recorders) will not be installed in instructional spaces.

The District further agrees that in the event of an operational need to install a recording device in an instructional space, the following restrictions and procedures will apply.

Required Notification: If a recording device is installed in an instructional space due to operational need, the District must notify the Association, the individual educators who are assigned to that instructional space, and their direct supervisors. This notification will occur annually for existing installations and as needed for new installations, and must include the following elements:

A. a clear description of the operational need for the installation (e.g. “mandated by risk management in the event of a student injury in the gym” or “upon request of instructor to monitor the health of flora and fauna in an aquatic tank during weekends and school breaks”);

B. the typical schedule for use of the recording device (e.g. “24 hours per day, seven days per week” or “Monday through Friday, 7 AM – 7 PM”), and if a new installation, the date the device will begin recording;

C. a reminder that the recordings may not be used in a disciplinary context and may only be used in an evaluative context as pre-arranged in writing as outlined above;

Restrictions on Evaluative Use: If such a recording device is installed in an instructional space due to operational need, the recordings may not be used for evaluative purposes unless a teacher and evaluator have agreed, in writing, to utilize a pre-arranged, time-limited recording for the purposes of evaluation, as outlined in Section 19.6.B.10.

Restrictions on Investigatory Use: Any use of such video and/or electronic recording system records in employee discipline matters will occur only as a means to verify information otherwise obtained during an investigatory process, in compliance with the

terms and conditions of the CBA. If the District elects to use video and/or recording system records in connection with an investigation of employee conduct, the District will:

A. notify HEA in writing at the time an administrator determines that district video/audio records will be used as evidence verification;

B. furnish a copy of the records being used to the employee under investigation at least 24 hours prior to an investigatory meeting with the employee;

C. upon request of the employee, also furnish a copy of the records to the Association in advance of the investigatory meeting.

The parties intend to include these provisions in the Collective Bargaining Agreement (CBA) when a successor agreement is negotiated.

HIGHLINE EDUCATION ASSOCIATION	**HIGHLINE SCHOOL DISTRICT NO. 401**
Jeb Binns President	Dr. Steve Grubb Associate Superintendent
9/4/24 Date	9/4/24 Date

Letter of Agreement
between
Highline Education Association
and
Highline School District

Occupational and Physical Therapist Staffing & Overload Mitigation
Effective School Years 2024-2026

The Highline School District (District) and Highline Education Association (Association) agree upon the following process to address caseload overages for Occupational and Physical Therapists (OTs and PTs). Pending smooth implementation of this process during the next contract cycle, the parties intend to incorporate language documenting this process into a successor agreement when it is negotiated in 2026.

The District will allocate FTE for OTs and PTs so as to provide an average caseload of 31:1. FTE is calculated by dividing the total OT and total PT IEP count by 31. To determine the FTE allocation for each new school year, OT and PT Designees and the Special Education administrator overseeing the OT and PT department will review the total IEP count for students receiving OT and/or PT services on the first of each month beginning on February 1 and continuing through June 1 of the current school year to determine the FTE allocation for the next school year. Any new programs added or removed will be considered in determining the FTE allocation. An additional 0.6 FTE will be allocated to support Child Find, and an additional 0.2 FTE will be allocated to support the OT and PT Designee leadership position(s). Sufficient OT FTE will be provided to Developmental Preschool classrooms to anticipate full enrollment when staffing is allocated for the next school year. Staffing for OTs and PTs will be rounded to the nearest .5 FTE in order to facilitate hiring for any vacancies.

During each school year, OT and PT caseloads will be reviewed monthly to determine any additional FTE needs. OTs and PTs with lower caseloads may be asked to support the department by taking on additional students, assisting in Childfind, etc. When the total caseload average for the OT and PT group reaches 10 students above the average of 31:1, an additional .5 FTE will be added. When the average caseload reaches 20 students above the total caseload average an additional 1.0 FTE will be added. FTE will be rounded to the nearest .5 FTE to facilitate hiring for vacancies.

In the case that an OT or PT cannot be hired or hiring is delayed to fill additional FTE needs, there are two mitigation options as outlined below; these options may be used separately or in conjunction.

1. Students not receiving services will receive compensatory services for the minutes missed during the summer of that school year or when the additional FTE is hired. The schedule of compensatory services will be determined by the Special Education administrator overseeing the OT and PT department in consultation with the OT and PT Designees.

2. Upon request, OTs or PTs from the department who are willing can add a student/s eligible for services to their caseload until an OT or PT is hired or compensatory services are determined. If OTs or PTs from the department choose to add a student/s eligible for services to their caseload, an Extra Service Form at the per diem rate will be provided for the times of service in 30-minute increments.

HIGHLINE EDUCATION ASSOCIATION

Jeb Binns
President

9/4/24
Date

HIGHLINE SCHOOL DISTRICT NO. 401

Dr. Steve Grubb
Associate Superintendent

9/4/24
Date

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Letter of Agreement
between
Highline Education Association
and
Highline School District

Additional Support for Child Find
Effective School Years 2024-26

The Highline Education Association (Association) and Highline School District (District) have recognized an increased need for Child Find screenings/evaluations in recent school years. In order to provide more consistent support for these screenings/evaluations moving forward, the District and Association agree to a two-year increase in staffing dedicated to Child Find for Speech Language Pathologists (SLPs) and Psychologists. The additional FTE outlined below is intended to support two additional weekly Child Find sessions.

An additional 0.3 FTE will be allocated for SLPs (0.15 for each session). This is in addition to the 1.2 FTE already allocated in the CBA.

An additional 0.5 FTE will be allocated for Psychologists (0.25 for each session). This is in addition to the 1.7 FTE already allocated in the CBA.

While this addition of FTE is temporary and non-precedent-setting, the Special Education Directors and Educational Staff Associate (ESA) designees will closely monitor Child Find screenings/evaluations during the 2024-25 and 2025-26 school years in an effort to determine whether the increased screening need appears to be temporary or ongoing. The information gleaned from this monitoring will be taken into account during negotiations for a successor agreement during the spring/summer of 2026.

HIGHLINE EDUCATION ASSOCIATION	**HIGHLINE SCHOOL DISTRICT NO. 401**
Jeb Binns President	Dr. Steve Grubb Associate Superintendent
9/4/24 Date	9/4/24 Date

Letter of Agreement
between
Highline Education Association
and
Highline School District

Secondary Language Learning Programs
Effective School Years 2024-26

The Highline Education Association ("Association") and Highline School District ("District") have a mutual interest in implementing and sustaining effective language learning programming for secondary students who qualify for the Transitional Bilingual Instructional Program. The District will continue to implement structures that provide secondary schools with resources to support language learning, with a focus on alignment to overall literacy strategies.

Secondary Language Learning programming includes intentionally designed courses, such as those that provide sheltered, clustered, and co-taught instruction which require intentional coordination and support. Guidance for programming will be outlined in the ML Service Guide the District provides. This includes planning for specific classes during spring master scheduling for the following year at an average class size of 18 across the year to both support instruction and create capacity for fluctuations in enrollment. The implementation plan is reviewed regularly throughout the year and adjusted as needed through regular ML team meetings. The meeting schedule will be shared and open to any staff to raise concerns, which will be addressed by school-level teams and district level support as needed.

Additional work planned by the District in secondary language learning includes providing clarity on translanguaging pedagogy, dual language enrollment, and supporting older arriving newcomers.

To support communication on these topics, the District will prepare quarterly updates to the Association on program implementation, including class sizes and progress in additional areas of program development. These reports will be shared and discussed during Labor-Management.

A stakeholder meeting convened by the District with Association support will take place annually to provide input to the District on planning and priorities to further academic success for language learners. This input will be considered by HEA and HSD leadership for Labor-Management problem-solving and/or bargaining as appropriate.

HIGHLINE EDUCATION ASSOCIATION	**HIGHLINE SCHOOL DISTRICT NO. 401**
Jeb Binns President	Dr. Steve Grubb Associate Superintendent
9/4/24 Date	9/4/24 Date

Letter of Agreement
Between
Highline Education Association
and
Highline School District

Successful and Meaningful Inclusion
Effective School Years 2024-26

Highline School District (District) and the Highline Education Association (HEA) have a shared interest in supporting the successful and meaningful inclusion of special education students in general education classes and programs. To support the successful implementation of inclusion, the following provisions will be in effect during the 2024-25 and 2025-26 school years.

1. Professional Development

The District shall offer, on a first-come first-served basis, a bank of 2,000 hours of paid optional training/professional development over the course of these two school years regarding the inclusion of students with IEPs in general education classes and programs. This training/professional development will be paid at the extra duty rate.

2. District Initiative Day (DID)

In the 2025-26 school year, the District shall devote at least one-half (1/2) of one (1) District Initiative Day for professional development related to the inclusion of students with IEPs in general education classes and programs.

3. Principal-Directed Collaboration

An average of one principal-directed PCT or staff meeting per month will be dedicated to collaboration among educators to support District priorities focusing on inclusion for these two school years. This time will be used for the intentional planning of instruction and adaptation of materials or lessons to support the successful inclusion of students.

4. Teacher/ESA-Directed Collaboration

During the first six (6) weeks of the school year, special education and general education educators shall meet and discuss the implementation of services and/or specially designed instruction for the students assigned to the general education teacher’s classes. Employees may use employee-directed PCT, planning time, ACT time, and/or the October Collaboration Day for this work.

HIGHLINE EDUCATION ASSOCIATION

Jeb Binns
President

9/4/24
Date

HIGHLINE SCHOOL DISTRICT NO. 401

Dr. Steve Grubb
Associate Superintendent

9/4/24
Date

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Letter of Agreement
between
Highline Education Association
and
Highline School District

Athletic Directors
Effective School Years 2024-26

The Highline Education Association ("Association") and the Highline School District ("District") have a mutual interest in defining the roles and responsibilities of Secondary Athletic Director (AD). A team was developed to assess the responsibilities that are common amongst all ADs and separate those responsibilities from site specific responsibilities. Additionally, both parties recognize the distinctive nature of this position and its need to have a special calendar and work hours to create thriving and competitive athletic programs across the district. In order to be available for student athletes, their families, and their schools, Athletic Directors may not engage in activities that interfere with the hours, work, and responsibilities of their AD position. This includes being ineligible to coach a team inside or outside of the Highline School District.

Athletic Directors at the four comprehensive high schools will be allocated as a 1.0 FTE. Building Athletic Directors will be evaluated by the Director of District Athletics with input from building administrators. Athletic Directors may seek support from building administrators on day-to-day issues needing supervisory input.

Athletic Director Base and PLE Expectations

A. School Year Calendar:

1. During the regular school year ADs are expected to be part of their school community but because of the evening requirements of the position their start time will flex with the evening demands of the athletic program. Because athletic practices occur after the student day concludes, ADs may arrive on campus after the student day begins to offset the hours required by a 7.5-hour workday. In order to be available to students, ADs are expected to be on campus and available no later than fifteen (15) minutes prior to the first student lunch period.

2. During scheduled school calendar breaks (winter/spring) ADs are expected to be available to facilitate sporting events and practices in coordination with the Director of District Athletics. Mitigation for additional workdays during regularly scheduled breaks may take two forms.

   In .5 day increments up to 5 days, work conducted on school calendared breaks may be mitigated through equivalent days off on otherwise scheduled work days. Scheduling of mitigation days must be coordinated with the building principal with notification to the Director of District Athletics.

   The Supplemental Athletic Director Stipend outlined below provides mitigation for additional days worked beyond those outlined above.

B. Directed Athletics: Athletic Directors have the responsibility to oversee/facilitate the online, asynchronous, credit-bearing "Directed Athletics Course" for students wishing to earn PE credit through athletics participation and coursework.

C. Sport Specific Meetings: As part of the positional expectations ADs are expected to plan and facilitate the following events.

1. Three (3) evening parent/family seasonal meetings
2. Three (3) evening district coach meetings
3. Three (3) evening season banquet meetings
4. Four (4) to six (6) evening league pre-season/post-season meetings

D. Certification: Complete the Certified Athletic Administrator coursework and earn CAA designation by passing the exam before the start of the fourth year as an AD. Successfully complete the CMAA exam and required coursework before the eighth year as an AD.

Highline School District Building Athletic Director Stipend:

A supplemental Athletic Director stipend of $7,500, activated in the fall, will be awarded to each AD for the following expectations:

A. Manage home events a minimum of two days per week.

B. Special Calendar:

1. Building AD positions begin two Mondays prior to the beginning of football. ADs will be on site for a minimum of four (4) hours/day in week one and six (6) hours/day the week football starts. These hours will be advertised to the appropriate stakeholder groups.

    a. If one specific site does not offer or host football practice, the AD will post and follow the same schedule as above, aligned with the school offering the football program for those students to ensure students, families and coaches have access to their site-specific Athletic Director. These hours may be worked at their home school or at the location hosting their students' football practice. The schedule and location will be clearly communicated to stakeholders.

    b. Mandatory league and/or WIAA meetings may take the Athletic Director off site prior to the beginning of school.

2. Once all sports are in progress the AD will be on site for a clearly published 7.5-hour day. Those hours continue until the first contracted certificated workday or as mutually arranged with the Director of District Athletics.

3. After the certificated calendar ends in June, the AD will work four (4) on-site advertised hours/day until the last workday in June or as mutually arranged with the Director of District Athletics.

C. Serve as liaison to the school's booster club where applicable.

Highline School District Building Athletic Director Stipend for Program Productivity and Coach Evaluation:

Recognizing that the practical workload of each AD is not the same at each worksite the following table will be utilized to compensate ADs for event supervision and athletic coach evaluations. The minimum possible number of work units for an individual AD is four (4); the maximum possible for an individual is sixteen (16). (Ex. An AD for a 2A school with 28 teams, running 250 events and supporting 42 coaches would have 9 work units.)

Unit Value	WIAA	Teams	Events	Coaches
1	1A	9 to 15	100-300	15-30
2	2A	16 to 27	301-450	31-40
3	3A	28 to 36	451-600	41-50
4	4A	37+	600+	51+

Utilizing the table above the number of "work units" will be calculated for each athletic program, totaled and divided into a stipend pool of at least $16,000 annually, and then distributed on the basis of the number of work units calculated for each AD. This calculation will take place no later than May 31 of each year; the stipend amounts will be communicated to ADs by the office of the District Director of Athletics and paid on the June pay warrant.

Postseason

In recognition of additional workload for post-season appearances ADs will be awarded the following compensation per team advancing, $250 per week for team sports (for a maximum of three (3) weeks), and $300 per week for individual sports (for a maximum of three (3) weeks).

Ongoing Implementation

HEA and HSD will continue to work collaboratively through Labor-Management to monitor and address any challenges that may arise regarding the implementation of this LOA throughout the 2024-25 and 2025-26 school year school year. In spring of 2026, these discussions will include any necessary adjustments during the negotiations for a successor agreement to the CBA.

HIGHLINE EDUCATION ASSOCIATION

Jeb Binns
President

9/4/24
Date

HIGHLINE SCHOOL DISTRICT NO. 401

Dr. Steve Grubb
Associate Superintendent

9/4/24
Date

Letter of Agreement
between
Highline Education Association
and
Highline School District

Non-Traditional Secondary Models
Effective School Years 2024-26

This letter of agreement between the Highline School District ("District") and the Highline Education Association addresses exceptions from and application of the current collective bargaining agreement for non-traditional secondary school models. References to section numbers below refer to the current District/HEA collective bargaining agreement and the provisions described below override current CBA language except where noted.

Non-traditional secondary school models tend to provide instructional services in secondary schools of 400 or fewer students. The term is not exclusive to schools of this size; however, smaller schools tend to host more unique programs than schools over 400 FTE students.

A. Types of Non-Traditional Secondary School Structures

1. Period Structure

Period-structured schools organize students into classes of at least two periods/blocks where the enrollment in each period/block differs from class to class.

2. Cohort Structure

Cohort-structured schools organize students into a minimally-changing group of students who attend classes together. Cohorts often remain with the same one or two teachers throughout the day. However, it is not the fewer number of teachers, but rather, the keeping of students together as a cohort which defines a cohort-structured school.

B. Class Size & Mitigation

1. Period-structured schools must abide by the current class size and workload language of Section 4B.2.D.1 & 2 and the class size mitigation language of Section 4B.3.B.

2. Cohort-structured schools will have a class size ratio of 28:1 with the following mitigation:

    a. For one student over the class size ratio, the teacher receives $10.00 per day for the extra student for each day that an overload of one student exists.

    b. For two students over the class size ratio, the teacher receives $15.00 per day for the extra two students for each day that an overload of two students exists.

c. For three students over the class size ratio, the teacher receives $20.00 per day for the extra three students for each day that an overload of three students exists.

d. In extreme hardship cases, and after consultation with the HEA President, a teacher may agree to take a fourth student over the class size ratio, and the teacher will receive $25.00 per day for the four extra students for each day that an overload for of four students exists.

C. Instructional Program

Instructional programs/schedules for non-traditional secondary schools must be submitted to HEA/HPS labor management for review by May 15 of the spring prior to the academic year for which the program/schedule is proposed to be implemented.

D. Flexible Planning

1. In lieu of the language in Section 4A.3, teachers in non-traditional secondary model schools will have an average of 285 minutes of planning per week during the student day with at least a minimum of 30 consecutive minutes each day. Given the unique programming of non-traditional schools, a vote by the staff is not needed to implement a planning time schedule that meets these conditions. Unique programming requires an approach not seen in most secondary schools. In addition, teachers will be provided thirty (30) minutes before and thirty (30) minutes after each student instructional day for non-instructional responsibilities (colloquially called “WAC time”).

2. Use of additional non-instructional time within the student day may be at the direction of the principal.

3. Plans that vary from the above parameters are subject to the waiver process of Section 1.10.

E. Small School Preps Exception

Period-structured schools of less than 250 student FTE may have teachers assigned to more than three preps in order to serve the content and grade level needs of students (as an exception to Section 4A.6). When this is necessary, the teacher should be limited to no more than two different content areas.

F. Transfers

Teachers who have been assigned to a small school through a displacement placement process may seek a priority transfer to a more traditional school the following year. A teacher who accepted a position at a small school must utilize the voluntary transfer process of Section 8.8 to transfer to another school within the District.

G. Advisory

1. Period-structured schools must comply with the current language of Section 4B.4.

2. Cohort-structured schools may have advisory embedded within the cohort and, therefore, advisory will reflect the class size of the cohort.

H. Non-Traditional Programming: Alternative Learning Experience (ALE)

Schools who are implementing ALE programs, whether fully or partially, will support the drafting, review and management of student ALE plans in one of two ways:

1. Dedicated FTE for managing all student plans; or

2. Regularly scheduled non-instructional time (in addition to the normal planning period) to support a caseload of students. Caseload and scheduled time plans will be reviewed by HEA/HPS by June 1 for the upcoming year.

I. Non-Traditional Programming: Learning Centers

Learning Centers function under the period structure and are subject to the class size provisions of Section 4B.2.D.1 & 2, the mitigation provisions of Section 4B.3.B, and the planning time provisions of Section 4A.3.

J. Problem-Solving

Any additional issues or questions arising about the application of the current CBA or this Agreement to non-traditional secondary model schools will be first referred to Labor-Management for problem-solving. The intent is to maintain ongoing conversation about such programs and to proactively address issues that arise and programmatic changes that occur in such programs.

HIGHLINE EDUCATION ASSOCIATION	**HIGHLINE SCHOOL DISTRICT NO. 401**
Jeb Binns President	Dr. Steve Grubb Associate Superintendent
9/4/24 Date	9/4/24 Date

Letter of Agreement
between
Highline Education Association
and
Highline School District

Inclusive Staffing Allocation Process and IEP compensation
Effective School Years 2024-26

Part I: Inclusive Staffing Allocation Process - Elementary

As the Highline School District (District or HSD) continues to move toward more inclusive educational models for students, elementary Inclusion Cohort Schools will gradually begin to keep all of their attendance area students, including those students with IEPs who might historically been enrolled in a self-contained special education program at another District school. During the 2024-25 school year, nine (9) Inclusion Cohort Schools will begin this process with their kindergarten students. During the 2025-26 school year, it is anticipated that these nine schools will expand to kindergarten and first grade students, while some additional Inclusion Cohort Schools will begin the process with kindergarteners.

The District and The Highline Education Association (Association or HEA) recognize that this process will eventually require a different staffing allocation process for students with IEPs than has historically been used. The District and Association agree for the duration of this agreement to utilize the following collaborative process for the 2024-25 and 2025-26 school years, while discussions continue regarding a longer-term allocation process.

In the spring, the Director of Special Education for elementary schools will work collaboratively with the HEA-HSD Labor-Management Committee to determine the special education staffing allocations for the impacted inclusion schools using the following parameters.

- Calculate contractual programmatic allocations as determined by Section 4B.1.D for certificated staff and Section 4B.1.E for classified staff.

- Calculate certificated staffing allocations determined by the Leveling process reflecting student needs and corresponding case manager workload per the Elementary Inclusive Staffing Letter of Agreement. Special attention should be paid to reflect appropriate percentages for those schools who have made a classified to certificated staff conversion.

- For 2024-25, incoming kindergarten students with IEPs will not receive a programmatic designation, but their needs for support will be identified as Level 1, Level 2, or Level 3. This will apply to K-1 students in 2025-26.

- Incoming kindergarten students with Level 2 and 3 needs will drive self-contained staffing allocations in increments of .5 FTE for certificated case managers and 14 hours of paraprofessional time per each 1.0 FTE of case manager staffing.

- Allocations of inclusive staffing in addition to the FTE driven by the programmatic allocations in Section 4B.1 will be addressed in two different ways as noted below.

- Certificated and classified FTE that is necessary to support incoming kindergarteners in 2024, and K-1students in 2025-26, who have Level 2 or 3 needs will be considered "standard" staffing, because those students would typically have contributed to programmatic self-contained staffing needs at another school, were they not remaining at their neighborhood schools.

- Certificated FTE that is necessary to proactively prevent overloaded staffing percentages per the Elementary Inclusive Staffing LOA will be considered "additional" staffing and will be deducted from the Special "Flex" Allocation outlined in Section 4B.1.C of the CBA.

Additionally, consistent with current practice, the Director of Special Education for elementary schools may allocate additional paraprofessional staff on a temporary basis to support students with IEPs with Level 3 needs. The purpose of this temporary support is to determine whether there will be an ongoing need for additional paraprofessional support that should be reflected in those students' IEPs.

Part II: Inclusive Staffing IEP Compensation

At Inclusion Cohort Schools participating in the Inclusive Staffing Letters of Agreement, the District and the Association recognize that special education case managers will be responsible for IEPs for students from a variety of programmatic designations. Therefore, when implementing Section 4B.6.A regarding IEP compensation for special education teachers, HEA and HSD agree that case managers of students with Level 2 and Level 3 needs will receive the additional 1.5 hours of compensation reflected in 4B.6.A.4 for those students' IEPs. Additionally, case managers of Level 1 students whose IEPs require a Functional Behavioral Assessment/Behavioral Intervention Plan (FBA/BIP) or a standalone Behavioral Intervention Plan (BIP) will also receive the additional 1.5 hours per 4B.6.A.4.

HIGHLINE EDUCATION ASSOCIATION	**HIGHLINE SCHOOL DISTRICT NO. 401**
Jeb Binns President	Dr. Steve Grubb Associate Superintendent
9/4/24 Date	9/4/24 Date

Letter of Agreement
between
Highline Education Association
and
Highline School District

Leadership and Extra-Curricular Stipends
Effective School Years 2024-26

The Highline School District (District or HSD) and the Highline Education Association (Association or HEA) have a mutual interest in recognizing educators for additional work they do beyond their basic professional responsibilities and standard professional learning and enrichment. The parties also recognize that some tasks and roles cannot easily be quantified in a time-bound framework, in which case a stipend may be a more appropriate method of compensation. The District and Association would like to promote access to such stipends for additional work in an equitable manner to staff across the district and to foster equitable access for students to extracurricular activities.

The parties have therefore agreed to pilot the following Stipends for Teacher/ESA Leadership and Revisions to Appendix D.1 for the duration of this agreement. Any challenges with implementation of either of these stipend structures will be brought to the HEA-HSD Labor-Management Committee for discussion and problem-solving. Prior to the negotiations for a successor agreement, the District and Association will solicit feedback from stakeholders about the implementation of this LOA.

Part I: Teacher/ESA Leadership Stipends

Teacher/ESA Leadership Stipends allow certificated staff not otherwise employed in a leadership role to receive financial compensation for accepting leadership in addition to their regular role. Specific initiatives that are novel and/or time-bound benefit from educator leadership in the launching and/or implementation of the work. Acceptance of Teacher/ESA Leadership is at the discretion of the staff member.

Stipends will be allocated as outlined in the chart below.

Project/Product Leadership		
Designer: Independent and/or collaborative creation of a resource for use in facilitating implementation of a specific building or district initiative/goal.		$500
Collaborative Design Team: Collaborative creation of resources facilitating implementation of specific building or district initiatives. Resource is transferrable to others within the organization	Per trimester (approx. 3 months)	$1,000
	Summer project	$1,500
Role/Responsibility Leadership		
Consultant: Individual with unique expertise directly related to building or district initiative who is identified as the “go to” for initial and ongoing Qs. May require some initial preparation and/or presentation of information to colleagues.		$500

Facilitator: Individual charged with planning and presenting learning opportunities for which they hold unique expertise	Launching event	$500
	Interconnected events per semester	$1,000
Lead: Individual who accepts responsibility for ongoing coordinating and leading others in a scope of work on behalf of progressing school or district initiative/priority	Supporting 2-5 people	$1,000
	Supporting 6-8 people	$1,500
	Supporting 9+ people	$2,000

Part II: Revisions to Appendix D.1 – Extracurricular Salary Schedule

For the duration of this agreement, Appendix D.1 will be replaced with the following language.

Section D.1 – Extra-Curricular Salary Schedule

A. High School Extra Curricular Salary Schedule: Each high school will be annually allocated a fund for Minor Club advisors, scaled as a percentage of the base salary schedule depending on student FTE, as outlined in the chart below. Each high school will also be allocated a number of Major Club Units, each constituting a $1000 stipend amount, also scaled based on student FTE as outlined in the chart. Units may be allocated in .5 increments, depending upon the nature and complexity of the work.

Examples of Major Clubs and generalized expectations for what constitutes a "Unit" of responsibility are included in the Examples of Major Clubs and Expectations Chart following the allocations chart. Schools are not limited to only these Major Clubs, and principals will be asked to submit a list of their school's planned Major Clubs and their associated number of units; this submission will be due by October 15, 2024, for SY 2024-25 and by May 31 for subsequent years. Adjustments/clarifications may be requested by the HEA-HSD Labor-Management Committee. Additional examples of Major Clubs and expectations will be developed during the duration of this LOA.

Decisions about distribution of the Minor Club funds and Major Club units shall be made jointly by the principal and staff, taking into account student course enrollment, interests and needs.

Minor Club Funds and Major Club Units Chart – High School		
Student FTE	**Minor Funds Calculation**	**Major Club Units ($ Total)**
<300	BA/0+0*.10	3 ($3,000)
301-500	BA/0+0*.11	4 ($4,000)
501-800	BA/0+0*.12	7 ($7,000)
801-1200	BA/0+0*.13	10 ($10,000)
1201+	BA/0+0*.14	13 ($13,000)

Examples of Major Clubs and Expectations – additional examples TBD

Product-Based e.g., Annual, Journalism, Literary Journalism	1-2 units depending on complexity and outside of school time needed to create one or more community-facing publications.
Performance-Based e.g., Band (any type), Choir, Orchestra, Dance	1 unit for a minimum of 3-5 evening/weekend concerts annually, depending on length, and related outside-of-school rehearsals; 1 unit for performance at graduation, associated outside-of-school rehearsals, and regular extra-curricular practices/club for a minimum of one semester.
Competition-Based e.g., Band (any type), Choir, Robotics, Debate	1 unit for participating in multiple outside-of-school competitive events and related outside of school rehearsals/practices (in addition to, or separate from, performance-based and pep events).
Pep-Based e.g., Band (any type)	1 unit for performing at all but one home football games and at least 4 basketball games (an equitable balance of boys/girls basketball or other teams).
Production-Based e.g. Theater, Musical Theater	1 unit for a campus-wide multi-night full production run plus related outside-of-school rehearsals; 1 unit for a one-acts type production, associated outside-of-school rehearsals, and regular extracurricular practices/ club for a minimum of one semester.
Reminders: • Units may be divided in half to reflect an appropriate level of work and responsibility. (e.g., Theater might be 1.5 units if that seems appropriate for the responsibilities/structure.) • Schools may have Major Clubs not listed above and should make a best-guess estimate of the unit value based on structure/responsibilities. • These apply to clubs that are not WIAA coached teams.	

Budget for Major #011J-28-LOC-4233
Budget for Minor #020G-28-LOC-4281

B. Middle School Extra Curricular Salary Schedule: Each middle school will be annually allocated a fund for Minor Club advisors, scaled as a percentage of the base salary schedule depending on student FTE, as outlined in the chart below. Each middle school will also be allocated a number of Major Club Units, each constituting a $1000 stipend amount, also scaled based on student FTE as outlined in the chart.

Examples of Major Clubs and generalized expectations for what constitutes a "Unit" of responsibility at the middle school level will be developed during the implementation of this LOA. Schools are not limited to only these Major Clubs, and principals will be asked to submit a list of their school's planned Major Clubs and their associated number of units; this submission will be due by October 15, 2024, for SY 2024-25 and by May 31 for subsequent years. Adjustments/clarifications may be requested by the HEA-HSD Labor-Management Committee.

Decisions about distribution of the Minor Club funds and Major Club Units shall be made jointly by the principal and staff, taking into account student enrollment, interests and needs.

Minor Club Funds and Major Club Units Chart – Middle School		
Student FTE	**Minor Funds Calculation**	**Major Club Units ($ Total)**
<600	BA/0+0*.09	1.5 ($1,500)
601-750	BA/0+0*.10	2 ($2,000)
751+	BA/0+0*.11	2.5 ($2,500)
Reminder: Major Club Units may be divided in half to reflect an appropriate level of work and responsibility.		

Budget for Major #011J-28-LOC-4233
Budget for Minor #020G-28-LOC-4281

C. Elementary School Extra Curricular Salary Schedule: Each elementary school shall be annually allocated a fund for Minor Club advisors, scaled as a percentage of the base salary schedule depending on student FTE, as outlined in the chart below. These funds are intended to support projects such as, but not limited to, math competitions, spelling bee competition, Young Author's conference, computer related issues, curriculum fairs, leader positions and after school activities. The principal and staff shall jointly determine the expenditure of the fund.

Minor Club Funds – Elementary Schools	
Student FTE	**Minor Funds Calculation**
<400	BA/0+0*.06
401-500	BA/0+0*.07
501+	BA/0+0*.08

Budget #020F-27-LOC-4281

HIGHLINE EDUCATION ASSOCIATION

Jeb Binns
President

9/4/24
Date

HIGHLINE SCHOOL DISTRICT NO. 401

Dr. Steve Grubb
Associate Superintendent

9/4/24
Date