Letter of Agreement
between
Highline Education Association
and
Highline School District

Elementary Inclusive Staffing Model

Effective School Year 2025-2026

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 new models and approaches, to assess implications of model changes, and to make regular recommendations to HEA and HSD Leadership. For the 2025-26 school year, upon recommendation of the JIST, HEA and HSD agree to continue to phase in the following alternative special education staffing model as outlined below in order to support Inclusive Practices.

B. Cohorts

The Inclusive Education Cohort 1 and Cohort 2 elementary schools (McMicken, Marvista, Hilltop, Gregory Heights, Des Moines, Bow Lake, Shorewood, Hazel Valley, Parkside, North Hill, Cedarhurst) will participate in this Inclusive Staffing Model structure. The Inclusive Education Cohort 3 elementary schools (Mount View, Seahurst, Beverly Park) will be eligible to participate in the Inclusive Staffing Model 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 alternative staffing model but will not be considered voting, K-5 special education teachers in the Cohort 3 decision-making about whether to proceed with the alternative model.

Should a Cohort 3 school elect to participate in the alternative model, the building principal must send email notification by June 1, 2025, to the HSD Labor-Management Representative, 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).

Additionally, for all schools participating in the inclusive staffing model, the building principal will schedule dedicated time for a staff discussion during principal-directed time (e.g. staff meeting, DID, PCT) prior to the first student day of the 2025-26 school year 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 programmatic staffing allocations to each school participating in the Inclusive Staffing Model in 2025-26 will be consistent with the following tables.

2025-26 Special Education Inclusive Staffing Allocations - Elementary (Special Education Teachers) NEW				
	Level 1	**Level 2**	**Level 3**	**Total**
Percentage	4%	8%	12%	
Case Manager FTE	= 4% * student FTE	= 8% * student FTE	= 12% * student FTE	= L1 +L2 + L3 (round up to nearest .5)
Example				
Student FTE	25	13	23	
Case Manager FTE	.04*25 = 1	.08*13=1.04	.12*23-2.76	1+1.04+2.76= 4.8 --> 5FTE

2025-26 Special Education Inclusive Staffing Allocations – Elementary (Paraeducators) NEW							
Level 1		**Level 2 - Primary**		**Level 2 - Intermediate**		**Level 3**	
Student FTE	Hrs	Student FTE	Hrs	Student FTE	Hrs	Student FTE	Hrs
1-12	2	1-13	14	1-13	7	1-4	7
13-25	4	14-20	21	14-20	10.5	5-8	14
26-37	6	21-26	28	21-26	14	9-12	21
38-50	8	27-33	35	27-33	17.5	13-16	28
51-62	10	34-39	42	34-39	21	17-20	35

D. Staffing Model

The intent of the Inclusive Staffing Model ~~Pilot~~ is to allow participating schools to utilize their 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 as outlined in the CBA. 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

The Leveling Team will consist of at minimum, a building administrator, special education teacher, and the inclusion specialist, if one is assigned to the school. This team will have an in-person meeting (or virtual meeting, if circumstances necessitate this alternative) using the Student Support Leveling Document attached to collaboratively determine whether the supports identified for each student with an IEP fall into Level 1, Level 2, or Level 3 in each qualifying area monitored by the case manager. This Leveling Team will then use the mode of those scores to attain an overall level of support for that student. If there are two levels constituting the mode, the higher level will be assigned and the team will reconvene at a later date to evaluate the appropriateness of that level and reassess, if needed. Additionally, if an individual student's support in Social/Emotional/Behavioral is a Level 3, then that student's overall support level would be a 3; likewise, if a student's DHH rating is a Level 3, then that student's overall support level would be a 3.

This initial leveling process for students in schools using the inclusive staffing model for the first time should occur prior to the end of the 2024-25 school year, and may be adjusted until October 1, 2025. For schools beginning their second year in the model, a review of student levels should begin this spring and be complete by October 1, 2025. Once the 2025-26 ~~2024-25~~ school year begins, a school-based IEP team member can initiate a process to change levels by emailing the special education teacher, administrators, inclusion specialist and all other school-based IEP team members for that student to request a meeting to discuss the proposed level change. During the 2025-26 school year, all schools using the inclusive staffing model will review and/or adjust any levels by January 23, 2026 with a Leveling Team. Additional leveling could occur when a student is newly qualified, new to the school/district, etc. Please refer to the attached, suggested protocols for these scenarios.

All schools will be expected to use the Leveling Document provided. However, part of the assessment of the staffing model in the spring of 2026 will include collecting feedback from participating schools and reviewing the updated Leveling Document.

F. Assignment of Case Managers and Workload Calculation

Participating schools will then distribute students to special education teachers, now referred to as 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. A programmatically-based case manager will not be eligible for the multiple-grade workload factor as outlined in the chart below.

As students are distributed to case managers in this model, workload/caseload limits will be determined by allocating a workload percentage to each student depending upon the level of support identified in Section E. See chart below. Originally, these workload percentages were derived from a "crosswalk" of student need levels and contractual programmatic staffing limits. A case manager who is assigned students from more than two grade levels will receive an additional 4% workload credit, if caseloads cannot be balanced to avoid the multiple-grade assignment. Once an individual case manager's workload exceeds 100%, overload mitigation (as outlined below) will apply.

Student Support Level	Workload Percentage
Level 1	4%
Level 2	8%
Level 3	12%
Level 3 (DHH Primary only)	16%
Multiple Grade Workload Factor	4%

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 outlined in Section C above. Paraprofessional staffing levels will be reassessed at least monthly to ensure appropriate support levels. Financial mitigation will be allocated as follows. Prior to financial mitigation for a particular teacher, there is an expectation that caseloads be balanced in order to avoid overload.

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 case manager 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 case manager'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

Programmatic paraprofessional support for special education will be allocated to each participating school consistent with the chart in Section C above. Additional staffing may be provided based on departmental practice, and as required by student IEP needs. Schools participating in the alternative staffing model will create paraeducator schedules, including individual assignments, using the following process:

- Each school's building administration and K-5 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.
- 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 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.
- In the event of day-to-day absences or vacancies, it is the responsibility of the building administrator to triage available paraprofessionals and case managers to ensure the highest priority student needs are supported.

I. Case Manager 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 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.
- 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 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.
- In the event of day-to-day absences or vacancies, it is the responsibility of the building administrator to triage available paraprofessionals and case managers to ensure the highest priority student needs are supported.

Note: Schools not engaging in the inclusive staffing model 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

Case managers 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. Plans for ACT Time should be developed collaboratively between special education teachers and administrators, consistent with the ACT Time LOA. If case managers have a schedule in which they receive less than 225 minutes/week of ACT, a proportional amount of release days will be provided annually as outlined here.

225 min/week + 0 release days

180-224 min/week +1 release day

135-179 min/week + 2 release days

90-134 min/week + 3 release days

45-89 min/week + 4 release days

0-44 min/week +5 release days

Lost ACT time due to providing substitute coverage will be compensated consistent with lost planning time. However, case managers should not be placed on a substitute coverage rotation during their ACT time or other inclusion periods, but only during their planning time; any substitute coverage during ACT Time, co-teaching periods, or inclusion support periods should be as a last-resort, emergency occurrence only.

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 2026-27 school year. The JIST will make recommendations for such an LOA no later than May 1, 2026 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

Jeb Binns
President

5/14/25
Date

HIGHLINE SCHOOL DISTRICT NO. 401

Dr. Steve Grubb
Associate Superintendent

5/16/25
Date