

HEA-HSD 2022-2024 Tentative Agreement – Highlights

(page numbers in parentheses refer to location in TA Language Summary)

Compensation, Time & Professional Responsibility (p1)

- 2022-23 Compensation & Time Package: (draft salary schedule near end of TA Language document.)
 - Base Salary is increased by IPD (5.5%) plus 2%, for a total salary increase of 7.5%. (Both the 8.5% PLE and PLE Days are tied to the Base salary, so increase accordingly.)
 - One District Initiative Day (DID) is added in the DID window to bring the total number of days in the base contract to 184.
- 2023-24 Compensation & Time Package:
 - Base Salary is increased by IPD (TBD, currently projected to be 2%) plus 1%. Total salary increase will be determined after the 2023 Legislative session; note that certain actions of the legislature would allow either HEA or HSD to re-open negotiations regarding this part of the agreement
 - One District Initiative Day (DID) is added, embedded into the school year calendar between November and February, to bring the total number of days in the base contract to 185.
 - Section 4.1 “Flex” Hours are reduced to 15 per year (from 20).
- Additional Compensation Items:
 - Extra Service Rate - The Extra-Duty/Extra-Service rate in Appendix D is now tied to the per diem rate for the BA+0/0 cell on the salary schedule, so it will increase at a pace commensurate with salary increases. (2021-22 rate of \$39.64 compared to 2022-23 rate of \$45.38.)
 - ESA National Certification Stipend – The locally-funded stipend for qualifying ESA National Certifications is increased to \$2000 per year (from \$1600).
- Professional Responsibility*:
 - Change to PLE Stipend Language to clarify that this stipend (8.5% of Base salary, or the equivalent of about 17 per diem days) covers student enrichment and self-directed professional learning/development (PD or PL) that includes PL on district initiatives and goals as well as on personal professional advancement.
 - To allow staff to better plan for their own PL, the District will try to establish a more regular, recurring, online PD calendar.
 - New language re Curriculum Adoptions emphasizes that compensated time for professional learning/training on new curriculum adoptions should be included in the implementation plan.

(*Note: The “Time Memo” will also be updated via L/M to reflect current agreements around situations when Base Salary, PLE, Flex, ESC, and per diem would apply. Both HEA and HSD have agreed to post this along with CBA documents for easy reference.)

K-12 calendar and Pre-K/ECE Calendar (p3)

- Perpetual Calendar: Appendix B has been updated to reflect 1) current practices re conferences and mid-winter break, 2) the timing of the embedded DID beginning in 2022-24, 3) a new

Subsection B.2 outlining the components of the calendar for Highline's Preschool/Early Childhood Education (ECE) Programs that are added to the K-12 calendar.

- The 2022-23 K-12 TA Year-at-a Glance Calendar is found at the end of the TA Language document and may be found on the [HSD website](#).
- Pre-K/ECE Calendar: should be posted on the website by July 15. First day for 22-23 is 9/12.
- The 2023-24 K-12 TA Year-at-a Glance Calendar is found at the end of the TA Language document. (Note that for 2023-24 only, Midwinter Break is only a 3-day weekend, rather than 4, to avoid the last day of school falling after the Juneteenth holiday.)

Leaves - Personal Leave, Sick Leave & Substitute Plans (p6)

- Sick leave and personal leave are separated into 10 days of sick leave and 2 days of personal leave each year.
- Sick leave carries over as it has before and is subject to all state laws regarding accumulation and cash-out.
- The CBA and additional messaging will highlight the importance of sick leave both now and as a safety net for the future.
- Unused personal leave carries over from year to year up to 5 days; any days above 5 at the end of a school year are automatically cashed out at the extra service rate. Any unused days remaining upon an employee's separation from employment are automatically cashed out at the extra service rate.
- An employee who accesses 5 or fewer days per year of sick and personal leave combined will receive a 3rd personal leave day the following year. Other types of leave (e.g., COVID leave, bereavement leave, etc.) do not count against the 5 days.
- An employee may access up to 5 days of personal leave in any one year.
- Any use of 3 or more consecutive days of personal leave:
 - must be entered into the District's absence reporting system at least 28 calendar days (4 weeks) in advance;
 - requires written or email notice to the employee's administrative supervisor and HR at least 28 calendar days (4 weeks) in advance;
 - cannot be taken during the first and last 10 student days of the school year; and
 - 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 it. (Note: This currently translates into about 26-27 people who require a sub.)
- The District will create an online calendar identifying the number of absences already scheduled on the school days immediately before and after a holiday or school break.
- Expectations for lesson plans, including emergency plans for when absences are unplanned, are added to the CBA, including a basic checklist as an Appendix.

Substitutes (p9)

- Rates of pay for substitutes are increased by approximately 10% as follows:
 - Daily substitute rate: \$200
 - Super substitute rate (formerly after 40 non-consecutive days): \$220

- Emergency substitute rate is eliminated and the above rates will apply.
- The workday for substitutes is shifted to allow for better preparation; 45 minutes before student day and 15 minutes after, rather than 30+30.
- Specific topics added to the professional development for substitute teachers in Section 15.5.C including use of standard technology components in Highline classrooms, strategies for supporting SEL, and strategies for maintaining positive classroom environments.
- HSD will provide a bank of laptops at each school for substitute teachers so that they can access the digital tools and activities included in teacher substitute plans.

Student Behavior Support (p11)

- Counselor Staffing Improvements
 - Beginning in 2023-24, the elementary counselor ratio becomes 400:1, with staffing rounded to the nearest .5 FTE. Each standard elementary will have at least a 1.0 counselor; any (small) choice elementary school that would not qualify for a .5 counselor may have one added.
 - Beginning in 2023-24, the secondary counselor ratio becomes 275:1, with staffing rounded to the nearest 1.0 FTE in most cases. Small choice schools with enrollment caps and/or at least 100 students will have at least a .5 counselor. The ratio is based on unweighted student headcount (incl. Running Start).
 - Language clarifies that annual “Flex” staffing allocation positions may be used to address “bad breaks” in both class sizes and counselor/ESA ratio-based staffing.
- Nurse Staffing FTE increases
 - Core nurse staffing is increased to 18 FTE (from 16.2 FTE)
 - Floater nurse staffing increased to 1.0 FTE (from .4 FTE)
- Social Worker FTE increases and clarification
 - District minimum number of social workers is increased to 8 (from 6).
 - Also clarifies that these positions are allocated out of the Dept. of Social Services and Mental Health, and does not include social workers hired through special education, building categorical funds, etc.
- Reorganization of audiologist and assistive tech language – moved audiologist language out of the social worker section and combined it with assistive tech language.
- Psychologist Role Clarity – Adds language highlighting the purpose and role of school psychologists, based upon the criteria set by their professional organization (NASP)
- Family Connections 2022-23: Continues the Family Connections conferences from 2021-22, using ESSER funds. Minor changes were made to the dates, and all conferences are assumed to take place outside of normal work hours (or displace other work outside of work hours) – no non-student day is calendared for them. Conferences must be completed by Sept. 30.
- Student Behavior Support Team LOA continued with Revisions
- Comprehensive Counseling Plan Development LOA - new

Dual Language (p18)

- Adds new language to clarify that DL/bilingual teachers are not responsible for building-based translation. (Existing language covers interpretation.) It also delegates to SLT the responsibility for ensuring that a school's interpretation and translation needs are appropriately delegated.
- SLT language is updated to reflect this new charge for SLTs.
- Language is added to create a goal of limiting secondary DL preps to two, and building admin are required to engage with their DL teacher team and Central Office (TLL/HR) admin to assist in this goal.
 - Should this not be possible, three preps will trigger notice to the HEA President to ensure the process has been followed; and
 - Four preps will trigger an additional planning period.
- Only secondary target language teachers will receive the secondary DL stipend.
- Language is added to expand support for DL course creation.
 - Multiple secondary DL courses exist, and should be the default options for schools.
 - If a principal wants to create a course for which there is no districtwide curricular framework and materials, they need to provide support for that, such as a release period or additional compensation. (Teacher-choice regarding support type will be given preference beginning in 2023-24 when release time would be a viable option.)
- Allocation of DL FTE to schools should be calculated in a way that aims to not impact other elective offerings in order to provide all the necessary DL courses.
- Curriculum adoption language is modified to reiterate the necessity of providing any adopted curricula in targets languages also.
- A Joint DL Study Committee is established to provide continued and additional focus on issues related to dual language at the secondary level. While an LOA charged the DL Leadership Team with this work in 2020, COVID interfered, and the DLLT felt a Study Committee, focused exclusively on secondary DL issues, is necessary in order to make progress beyond the items accomplished here.

Special Education Workload/Workspace (p21)

- Additional compensation for IEPs
 - Teachers of students in self-contained settings will receive 3 hours of ESC (up from 1.5 hours) for their completed, timely IEPs.
 - Teachers of students in LRC and IK settings will receive 3 hours (up from 1.5 hours) of ESC for their completed, timely IEPs when those IEPs have included and FBA/BIP or standalone BIP.
 - IEP payments will proceed as per usual, and this additional compensation will be paid in a lump sum at the end of the year. (Note: Unless an alternate agreement for payment timing is reached via L/M in consultation with Special Education Directors and Payroll staff.)
- SLPs will receive 30 hours of ESCs for participating in after-contract-hours meetings and otherwise contributing to the IEPs of students for whom they are not the case manager but do have goals and objectives on the IEPs. (Note: Nurses, OTs, PTs, and Vision Specialists remain at 15 hours for the same.)

- Revisions made to existing workspace language for SLPs, OTs, and PTs. In particular, the process to be followed when there are space constraints is outlined clearly.
- An additional subsection is added outlining workspace requirements for school psychologists, social workers, and counselors. It mirrors the existing ESA language but without some of the equipment needs included in the previous section.

Staff meeting expectations for itinerant staff (p23)

- This language clarifies expectations for itinerant teachers (first subsection) and ESAs (second subsection) regarding attendance at staff meetings and PCTs.
- In general, the goal is to minimize transition/travel time and have itinerants attend meetings at the meeting where they are usually scheduled for the day.
- Principals may coordinate between themselves and with the staff member to arrange alternate time/schedules if they have a particular need in a given week.
- ESA itinerants in three or more buildings are not required to attend staff meetings, and may only be asked to attend admin-directed PCTs in the building where they are scheduled on Fridays if the content is directly relevant to them.

Elementary Art/Music Weekly Schedules (p24)

- Elementary schools with arts specialists in two disciplines (e.g., visual arts and music) will now have two scheduling options.
 - The default is for each specialist to teach half the students twice a week and switch at the semester.
 - However, if the specialists and principal are in agreement, each specialist may teach all the students one day per week all year. If this option is selected, only participation grades are entered for the fall and winter report cards, and both participation and content are graded in spring. Additional time for report card prep was also be provided.
 - A process is outlined for selecting option two for schools where both arts specialists are 1.0 FTE, and a slightly modified one for schools where one specialist is less than 1.0 at that school.
 - Both HEA and HSD must be notified before any school intends to try to implement two different arts disciplines. (Note: This language only applies to two schools at present, and HEA/HSD agree that there would need to be significant extenuating circumstances to warrant such a change at an additional site.)

Duration & Reopeners (p25)

- Duration is two years: SY 2022-23 and SY 2023-24
- Mutual agreement section clarifies that the parties may agree to modify provisions of the CBA if both parties are in agreement on the modifications. (Note: this often results in an MOU or LOA.)
- The Labor/Management (L/M) language reflects both current practice and sound labor relations.
- The reopeners clause brings reopeners into line with the usual topics that would trigger a re-opener, rather than listing a standard set of topics, all of which are more effectively and

efficiently addressed in open contract years. It also maintains the provision that HSD pays the release-time costs for joint negotiating sessions.

- The no strike/no lockout language is not new but is relocated into its own subsection.

Additional NEW Letters of Agreement (p27)

- Para Absence/Vacancy Mitigation LOA – outlines and clarifies availability of mitigation due to paraprofessional vacancies and absences for special education teachers, kindergarten teachers, and librarians.
 - Codifies existing L/M agreements on mitigation options for paraprofessional vacancies or extended absences lasting longer than two weeks. ESC is available for actual time worked and submitted up to the following limits.
 - 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
 - Highlights existing CBA mitigation and problem-solving options for lost planning time, lost “WAC” time, and lost duty-free lunch time that are applicable for teachers - including when it is caused by a paraprofessional vacancy or unfilled absence of any length.
- Schedule Adjustment LOA – outlines agreements regarding potential adjustments to the work calendar, work week, or work location available to certificated staff in certain positions.
 - Up to 10 days mandatory calendar adjustment may be required for TLL Central Office Specialists (required days during the summer with “comp” days during the year) to accommodate professional learning and other events. A clear process is outlined to encourage collaboration and provide ample notice.
 - Up to 10 days optional calendar adjustment may be exercised by peer mentors (self-selected days or half-days during August with “comp” days during the year) to accommodate support for their mentees.
 - Weekly schedule adjustments are available on a regular and/or two-week notice basis for Central Office specialists, building-based specialists, and school psychologists (in consultation with their supervisors) to accommodate for required meetings and events outside of the contract day that are in excess of what is generally expected for all certificated staff.
 - Central Office specialists may work from home up to 14 hours per week (pro-rated by FTE and week length), with certain guidelines and timeframes; outlines a non-disciplinary process to address any problems with WFH arrangements.
- New PG&E Rubrics Implementation Plan – outlines a two-year plan to provide a manageable and supportive rollout of the new Student Growth Goal (SGG) Rubrics and revised Charlotte Danielson Instructional Framework (CDIF) prior to the mandated adoption year of 2024-25.
 - 2022-23 Mini-Pilot with up to five schools – participation voluntary for both teachers and principals; PL Consulting Group develops professional learning plans.
 - 2023-24 Districtwide Pilot – mandatory for applicable teachers and principals, but designed to be a low-stakes learning year with few exceptions; will require professional learning for all impacted staff.

- Joint Inclusive Services Team (JIST) – establishes a joint committee to monitor the workload impacts of more inclusive models of providing special education support.
- New School & Special Program Implementation (replacement of prior LOA) – outlines any special provisions that differ from CBA language for new schools and special programs and defers ongoing monitoring to L/M for problem-solving, future CBA recommendations.
 - Maritime High School – adjustments made as a new grade level is added and to document WFH provisions
 - Highline Virtual Academy – minor adjustments providing flexibility in student schedule
 - Highline Virtual Elementary – highlights creation of this new school, which will utilize the Continuous Learning 2.0+ model; also documents WFH provisions
 - Renacer - program is not impacting HSD certificated staff at this time; L/M monitoring
 - Learning Center - programming in transition, warranting L/M monitoring including a work group of impacted staff and admin meeting quarterly
 - New Start - programming in transition, warranting L/M monitoring and/or a separate LOA
 - WELS - programming and location in transition, warranting L/M monitoring and/or separate LOA
- Impact of “No Credit” Grading Option
 - Clarifies the process for teachers to offer a credit recovery plan when a student receives an NC, so that other credit recovery options can be explored if such a teacher-facilitated plan is not appropriate for the situation.
 - Report card comment codes will automate the communication in cases when a credit recovery plan has been offered by the teacher.
- Conditions for Secondary Weekly Average Planning Time
 - Allows schools to calculate planning time minutes as a weekly average, so long as there is a daily planning period, in order to conduct Advisory periods of different lengths across the week.
 - In order to qualify, the schedules must retain a daily planning period during the student day of at least 30 minutes.
 - Schedule must be voted on by staff with at least 70% approval to be implemented.

Additional REVISED Letters of Agreement (p43)

- *Ready K!* – renewed with revisions to extend the length of the program
- SLP Overload Mitigation – renewed with revisions to language for clarity
- ACT Time – renewed with revisions for clarity and to reflect existing L/M agreements regarding implementation (e.g., re APE and IK)
- Fostering Equity and Anti-Racism – renewed with revisions to change the composition and charges of the HEART (Highline Equity and Anti-Racist Team), change language on provisional displacement to provide protection for those in their first two years of teaching in WA state, and clarify provisions regarding affinity groups and additional mentoring opportunities for certificated staff from historically marginalized groups.

Continuing Letters of Agreement (date changes only) (p50)

- HAT (Joint Assessment Review Committee) – renewed with only date changes

- Support for Safety Net IEPs – renewed with only date changes
- Middle School Health/PE Class Sizes – renewed with only date changes
- Special Education Joint Committee – renewed with only date changes

Continuing COVID MOU (p52)

- Revised this MOU significantly for ongoing implementation and add to CBA with a one-year duration – reauthorization via L/M for 2023-24 if no major changes are required by the state and the LOA remains necessary.

Housekeeping (p60)

- Section 4.14.B.iii and 4.15.M: Changed references from OT/PT to OT & PT (in various iterations).
- Appendix D, Section M: The Athletic Helper Rate Appx D.2.M is being removed from the HEA CBA as it is not a position that requires a certificate, and therefore really does not belong in this agreement. HEA members may be hired to assist with duties at sporting events as usual, and will be paid at the same rate (on the classified staff schedule) as any HSD employee hired for the same duty.
- Sections 4.15-4.19: Asset-Based language - Edit Sections 4.15.H, 4.16.B, 4.17, and 4.19.A to reflect more asset-based language and terminology (e.g. ML vs ELL and included vs mainstreamed)
- Sections 12.3, 12.9 and new Appendix: Document post-McCleary Salary Placement Language – Revise Sections 12.3 and 12.9 and add an Appendix C-2 to document salary placement procedures based on the 2017-18 S-275 combined with locally negotiated agreements. (Necessary because OSPI is removing many reporting requirements in updated S-275s.)
- Section 2.5: Added personal email to the list of information HEA receives about bargaining unit members.
- Add the OT & PT Evaluative Criteria approved last year into Appendix A per direction of the 2021-22 LOA. Sunset that LOA.