

HEA General Membership Meeting 8.25.21 – Impact Bargaining Documents

1) Memorandum of Understanding: Continuing Impacts of the COVID-19 Pandemic (COVID MOU)

Memorandum of Understanding
between
Highline Education Association
and
Highline School District

Continuing Impacts of the COVID-19 Pandemic
Effective School Year 2021-22

The Highline School District (District or HSD) and the Highline Education Association (Association or HEA) have developed this Memorandum of Understanding (MOU) to address the ongoing impacts of the COVID-19 pandemic on school district operations and related certificated instructional staff working conditions. As we begin the 2021-22 school year, the District and the Association continue to be guided by the following commitments.

- We will work as collaboratively as possible and strive to maintain open channels of communication in multiple forms, including but not limited to; impact bargaining, weekly Labor/Management Problem-Solving meetings, frequent District-level Safety Team meetings, and various regular and ad hoc meetings between HEA leadership and HSD Cabinet members;
- We will prioritize the health and safety of staff, students and community through strict adherence to the laws, regulations and guidance applicable to PreK-12 schools, such as that from Labor & Industries (L&I), Office of the Superintendent of Public Instruction (OSPI), the Governor’s Office, Washington Department of Health (DOH), and Public Health-Seattle & King County (PHSKC);
- Consistent with the Governor’s Proclamation regarding the Child and Youth Mental Health Crisis, HEA and HSD will continue to explore and prioritize additional ways to support students’ social-emotional and mental health;
- As regulations and guidance from governmental agencies change, we will monitor, adjust, and respond to these changes through the communication channels identified above;
- We will prioritize frequent communication and feedback mechanisms to allow staff, students, and community to feel confident about the measures put in place to promote safe, effective delivery of in-person instruction.

This MOU reflects current agreements. As additional changes and challenges are identified, we will address them via the appropriate collaboration and communication channels outlined above.

Part I: Health & Safety

1. **Priority Commitments:** Staff and student safety is the top priority of both HEA and HSD in the reopening of schools for the 2021-22 academic year. District-wide health and safety protocols will remain consistent and current with current laws, regulations, and legal guidance applicable to PreK-12 schools. Evolving guidance will be addressed using a problem-solving

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or impact bargaining process. Strict compliance with all relevant District safety and health rules will be an essential function of each employee's job.

School safety teams should develop plans to implement the Health & Safety provisions outlined below. If, based on that plan, a school needs additional support, there is a process for building principals to reach out to their ILED for additional assistance, resources and support.

2. **Safety Plan Development:** Each school building will have a worksite-specific Safety Plan which describes the modifications and protocols being adopted to limit, control and mitigate COVID-19 exposure for a safe and healthy work environment at that building. A detailed template for the School Safety Plans has been developed, and will continue to be updated, by the District Safety Team. Layered prevention strategies remain essential to safe delivery of in-person instruction and to help prevent COVID transmission in schools. A school's Safety Plan will be developed in conjunction with District operations staff and, based on current knowledge and public health guidance, will include, but not be limited to, modifications or protocols for the following topics:
 - a. Building access points and walking patterns;
 - b. Use of shared spaces for adults and students (e.g., offices, bathrooms, locker rooms, staff rooms), shared equipment (e.g., copy machines, refrigerators), and shared teaching materials (e.g., manipulatives, textbooks, technological devices);
 - c. Building access for volunteers, visitors and other guests;
 - d. Staff and student screening, isolation and supervision if symptomatic at the school site;
 - e. Communication and responses regarding staff or student exposure events consistent with District protocols;
 - f. Responses to staff or student breaches of safety protocols;
 - g. Availability and access to all personal protective equipment (PPE) required for an employee's assignment, including alternative equipment necessary to accommodate student or staff disabilities;
 - h. Cleaning schedules and protocols between student or staff use of shared spaces (including classrooms, bathrooms, etc., and access to sanitizing supplies);
 - i. Ventilation and air quality status for rooms in which staff and/or students are expected to work;
 - j. Classroom furniture necessary to implement current public health requirements;
 - k. Student and staff expectations for handwashing and use of sanitizer;
 - l. Protocols for lunches and recess;
 - m. Plans for physical distancing in classrooms, lunchrooms, playgrounds, and other shared spaces that promote safety and facilitate effective contact tracing.
 - n. Reporting mechanisms for concerns regarding plan content and compliance; and
 - o. Communication of the building plan and anticipated timing of updates to the plan.
3. **Plan Communication:** The Safety Plans from the 2020-21 school year are considered to be still in place, with the updates that have been made since they were initially published. Any new changes will be communicated to staff during District Initiative Days (DID). Continued updates or amendments to the Plans will occur as scientific knowledge about the coronavirus grows and guidance from public health authorities is modified. Such changes to the site-specific plan will be reviewed by the school's safety committee for building-based implementation details and communicated to staff and students as soon as they are adopted and in effect. Communications with staff, student and families will be available in the home language of the targets of the communication.

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4. **Plan Training:** All staff, including substitutes, will be required to complete training on each of the elements in the Plan relevant to the employee’s assignment, including opportunities for walk-throughs. All students, including those who enroll after the first day of returning to school, will be taught to comply with each element of the Plan relevant to students. Such instruction shall include, but not be limited to, opportunities to increase and assess student understanding of the protocols before and upon return to school buildings. Substitutes receive materials for asynchronous safety training upon hire.
5. **Plan Responsibility:** Each work site shall have an administrator and an HEA-appointed safety representative (COVID co-captains) who will share responsibility for monitoring, adjusting, and training on the Plan implemented at each site. Necessary updates and modifications to the Safety Plan shall be shared with each site’s safety committee (Section 4.8.O of the CBA) prior to publication to staff and students in order to solicit feedback, improvements, and ideas for successful implementation.

When a staff member has a concern with Safety Plan implementation or when there is a safety problem at the site, they should follow the steps below:

- A. For imminent/emergency safety concerns, notify a building administrator of the problem immediately. Follow up via email if the initial notification was verbal. For many individual problems, the administrator may be able to resolve the problem immediately.
 - B. For system problems that are not imminent safety concerns, or if an issue was not immediately resolved through Step A, notify the principal and the HEA COVID co-captain (and the administrative COVID co-captain if that is not the principal) via email in order to problem-solve solutions to the issue. These concerns should be tracked on a building-based log of safety concerns. The log should minimally include: the name of the staff member submitting the concern, the nature of the concern, the outcome/resolution, the date submitted and the date resolved. The building safety committee should regularly review the safety concern log and may be involved in the problem-solving conversations at their regularly scheduled meetings.
 - C. If the problem cannot be resolved at the building level, the concern should be escalated to the district level by completing a “Safety Concern Form” to be developed by HSD Human Resources and accessible via Frontline. Notification of form availability and a link to Frontline will be distributed via an administrative packet.
6. **Compensation for Building Safety Committee Members and COVID Co-Captains:** Five (5) hours paid on an extra-service contract at the extra-duty rate for the HEA COVID Co-Captain and a \$100 stipend for members of school safety committees (including the COVID Co-Captain). School Safety Committees should meet at least monthly.
 7. **Personal Protective Equipment (PPE):** HEA and HSD will continue to jointly monitor and make any necessary updates to the HSD PPE spreadsheet/chart that defines school-specific scenarios and tasks determined by the DOH, L&I, and OSPI, where they fall within each of these risk categories, and what PPE is required for each category/level. If the recommended three-foot physical distancing for students within a classroom is not possible due to room size/capacity, the building administrator will engage the teacher in a conversation regarding additional PPE and/or other layers of health & safety precautions. HSD will ensure that appropriate PPE is readily available for staff and students.

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HEA and HSD have agreed that staff can request additional levels of PPE. If a particular context presents unique circumstances which may warrant additional PPE in quantity and/or type staff should email their request and rationale for additional PPE to both Building COVID Co-Captains.

- If the request is warranted and the PPE is already available in buildings, COVID Co-Captains authorize the request from the building supply.
- If the request is warranted and the PPE is not available in the buildings, the Administrator COVID Co-Captain will complete a work-order requesting new PPE to be supplied to the school.
- If the COVID Co-Captains believe the request is not warranted, they will provide the staff member with the rationale for denial and an opportunity to submit an appeal.

- 8. Responding to COVID Cases and Outbreaks and Working with Public Health:** HSD will strictly follow all health and safety provisions outlined by OSPI, DOH, and L&I, and HEA/HSD will continue to jointly monitor [current guidance](#) and adjust as changes are made. The District will maintain a [protocol](#) that will be used to respond to cases and outbreaks. District Health Services Team will work in conjunction with Public Health and building administrators to perform required contact tracing, staff and family notifications, and other appropriate responses, including potential deployment of Highline’s COVID testing team. Tests are available to any staff or student who may have been exposed to COVID. Testing is not mandatory.

The District will maintain a “[Dashboard](#)” available on the district website to document positive cases of COVID and close contacts. Aggregated data will be shared for the district and by building. If a staff member has a question or concern about the data shared on the Dashboard, they are encouraged to discuss it with their building administrator.

- 9. Ventilation:** All classrooms and other workspaces potentially used to support in-person learning have been evaluated for ventilation. All spaces being used for in-person work, school, or other activities meet or exceed safety requirements. In buildings where ventilation is dependent on opening windows and/or doors, school-based safety plans and site training should include guidance and support on alternatives in the event of inclement weather and unhealthy air quality; including procuring additional supports, such as HEPA air cleaners to supplement ventilation.

The District will ensure regular monitoring of ventilation systems. In the event that a classroom and/or school building’s air quality falls below the standard, building administration, custodial and maintenance staff, will work with operations to take the corrective action(s) needed to get back to or above standard.

If unusual circumstances give rise to a ventilation concern, a staff member may request a ventilation review by Facilities to determine if ventilation enhancements or a room change are warranted. The staff member should send a request to both Building COVID Co-Captains to have the building custodian submit a work order for this review. Reviews will be completed as soon as possible, but no later than one week after submission of the work order.

- 10. Physical Distancing:** Consistent with current Department of Health guidance, district and building leadership will make every reasonable effort to maintain physical distance of three feet or more between students and staff in classroom settings while allowing for full-time, in person learning for all students. In the following circumstances, the District will maximize distance between students to the degree possible: for all students when masks cannot be

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worn, such as when eating lunch; in common areas outside of the classroom; and during high-risk activities when increased exhalation or aerosolization occurs. If the recommended three-foot physical distancing for students within a classroom is not possible due to room size/capacity, the building administrator will engage the teacher in a conversation regarding additional PPE and/or other layers of health & safety precautions.

- 11. Initial Class Size Adjustments:** Prior to the first student day of school, building schedules will be monitored by ILEDs in collaboration with Human Resources for class sizes in excess of the contractual “soft-cap” and/or where three-foot distancing cannot be maintained, and schedules will be adjusted to the greatest extent possible to proactively minimize overloads and promote three-foot physical distancing. Building leaders will ensure that HSD Human Resources is aware of situations in which class size exceeds the maximum occupancy guidelines for a classroom. In the event proactive adjustments to class size cannot be made, a school team that includes HEA representation, will develop a plan to provide safety mitigations (e.g., additional PPE, ventilation enhancements, CO₂ monitors, alternative teaching spaces), given the number of students.
- 12. Remote Meeting Access:** The District and the Association recognize that, with the return to in person work, space continues to be an issue both in the central office and in schools, and that many people are concerned about large, in-person meetings spaces where the recommended six-foot physical distancing between adults cannot be maintained. The parties agree that a remote option for adult-only meetings and professional learning should be provided whenever practicable, and expect employees to follow HSD’s [Meeting Guidance for Fall 2021](#) until further notice. In the event a certificated staff member believes this guidance is not being followed due to remote options being unavailable when safe physical distancing cannot be maintained, they should bring their concern to the attention of both HEA and HSD COVID Co-Captains at their worksite using the process outlined in Section 5 above, starting at Step B.

Part II: COVID-related Reassignments & Leaves

- 1. Assignments:** The District will maintain existing staff assignments to the greatest degree possible during the crisis. Requests for alternative assignments will be considered under the Americans with Disabilities Act (ADA), the Washington Law Against Discrimination (WLAD) and the Health Emergency Labor Standards Act (HELSEA) for employees with legally-recognized disabilities or high risk worker status.
- 2. Leaves:** If alternative assignments are not available or if an employee is unable to fulfill their professional responsibilities, the District will work with affected employees to identify available paid and unpaid leave, insurance benefits, and other governmental benefits available under law or this Collective Bargaining Agreement. The employee may elect to combine all these leaves in a manner that is most generous in providing leave for the duration of any incapacitation or unavailability.
- 3. Temporary Remote Work:** Certificated staff may be allowed to shift to temporary remote work during quarantine for work-based exposure or illness on a case-by-case basis as outlined below. In the event that implementation of this provision places an undue burden on the system, and/or if public health guidance on quarantine requirements changes, HEA and HSD will utilize the Problem-Solving Process to develop an appropriate solution.

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- a. Classroom teachers: If a teacher is required to quarantine as the result of a school-based exposure that leads to a classroom quarantine or a switch to temporary remote instruction for a single class, they may continue to teach remotely, from quarantine, for the duration of the quarantine. Teachers who are not required to quarantine in these scenarios would continue to work in-person even while teaching remotely. If a teacher is required by the district to quarantine but their students are still in person, and the teacher is well enough to continue teaching remotely, they may choose to do so with a proctor supervising their in-person students or through other viable options. Arrangements to allow teachers to continue working remotely in this situation will be coordinated by HSD Central Office.
- b. Other certificated staff: If a certificated staff member is required by the district to quarantine, but the staff member is well enough to continue working remotely, they may work with their direct supervisor to develop plans to work remotely on a temporary basis, with notification provided to HSD Human Resources. If remote work is not an option for a particular employee in this situation, the alternative would be for the District to provide up to three days of administrative leave, pending a COVID test. If the employee tests negative, they may return to work; if the employee tests positive, they may file an L&I claim under HELSA and/or access any other available leaves, as referenced above.

Part III: Student Quarantines

Due to the ongoing impacts of the COVID 19 pandemic, there will be times when individual students, individual educators, or entire classrooms will need to be remote for periods of time due to exposure and necessary quarantine or illness.

1. **Individual Quarantine:** When individual students need to access learning remotely due to quarantine and/or illness, teachers will use their professional judgement, based on their knowledge of students and their families, to determine the best specific plans and strategies to engage and support students in both academic and social-emotional learning during remote instruction.

Temporary remote learning for individual students will include:

- a. Assigned work to be completed by the student via Seesaw, Google classroom, iReady, curricular workbooks or online activities, or other asynchronous learning activities as determined by the teacher.
- b. Periodic check-ins on a mutually agreed schedule between the teacher and student/family to take place via email, phone, text, Zoom, Seesaw, or Google classroom to facilitate student participation and progress. The expectation is that these will take place during the regular teacher workday, unless otherwise agreed between teacher and student/family.

Temporary remote learning may also include synchronous participation in large-or small-group class sessions via Zoom, Google classroom, or another approved platform, on a schedule determined by the classroom teacher. There is no requirement nor expectation that teachers will provide concurrent instruction on a regular school schedule for temporary remote learning. However, synchronous learning opportunities, such as peer-

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peer interaction and small-group instruction, may be offered when the teacher determines it facilitates effective learning for both in-person and temporarily remote students.

In order to facilitate a smooth transition for students to temporary remote learning if/when needed, the teacher will:

- a. Continue to use Seesaw/Google classroom at least once per week while in-person to maintain student fluency on these platforms.
- b. Maintain a collection of asynchronous lessons and assignments that can be easily and quickly available for students to access remotely.
- c. Reach out to the family of a student assigned to temporary remote learning in order to determine the student's ability to participate in various kinds of educational activities during their period of quarantine/illness.

Educators are encouraged to work collaboratively whenever possible to support each other in meeting the needs of students accessing temporary remote instruction.

2. **Classroom or School Quarantine:** In the event a classroom quarantine is necessary, all students in the class will be assigned to temporary remote learning, utilizing either the HSD Elementary Remote Learning Program Model for elementary or the Continuous Learning 2.0 model, following the live instruction schedule, for secondary.

In the event a school quarantine is necessary, all students at that school will be assigned to temporary remote learning, utilizing either the HSD Elementary Remote Learning Program Model for elementary or the Continuous Learning 2.0 model, following the live instruction schedule, for secondary. All staff at that school will be temporarily assigned to work remotely.

3. **Quarantine Impacts – Secondary & Elementary:** In the event that more than a few individual students are quarantined, a teacher may opt for a class to switch to temporary remote instruction for the duration of quarantine. The majority of instruction will take place synchronously, under the Continuous Learning 2.0 model, following the live instruction schedule. Asynchronous learning evidenced through platforms will indicate attendance for students attending remotely.

During this time, students will access instruction remotely from home if they are quarantining or ill. If students are not required to quarantine, they will access remote instruction from school. The in-person students will be supervised by the classroom teacher, if the teacher is not required to quarantine, or by a proctor if the teacher is also in quarantine.

4. **Teacher Quarantine:** Provisions related to classroom teacher quarantines are addressed in the Leaves & Reassignment segment above.

Part IV Vaccination Requirement

1. The District will adhere to all State mandates and requirements concerning the vaccination of employees. State law currently requires all District employees to be fully vaccinated against COVID-19 no later than October 18 as a condition of continued employment. Accordingly, employees must provide verification to the District of having received the first

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dose of a 1-shot regimen vaccine or the second dose of a 2-shot regimen vaccine by October 4 (14 days prior to when the employee will be considered fully vaccinated). In accordance with the State mandate, any one of the following forms of verification will be recognized as evidence of compliance: a) a Centers for Disease Control (CDC) COVID-19 Vaccination Record Card, b) written verification from a licensed physician attesting to the employee's COVID-19 vaccination, c) verification from the State COVID-19 immunization data base, or d) for an individual who was vaccinated outside of the United States, a reasonable equivalent of any of the above.

2. For compliance purposes, the vaccination status of employees will be maintained confidentially by the District's designated COVID-19 records staff in a secure section of District personnel records. The District will not disclose the vaccination status of an employee unless required by law.
3. In accordance with the State mandate, an employee may seek a medical or religious exemption to the vaccination requirement. When determining whether to grant such an accommodation, the District will adhere to state and federal law. Such employees will be required to provide appropriate documentation of a medical condition or religious objection to vaccination. Exemptions will be considered based on individual case-specific facts. If an exemption is granted, the employee may be required to meet additional District requirements including, but not limited to, periodic COVID-19 testing, utilization of additional PPE, adherence to physical distancing guidelines beyond those otherwise applicable to employees, and/or other measures designed to protect the health and safety of all employees. If accommodations are necessary for the employee to perform the essential functions of the job, then consistent with prevailing law, the District will make a determination as to whether such accommodations are reasonable or an undue hardship.
4. If an employee requests an exemption that is not granted by the District, the individual may request an unpaid leave for the 2021-22 school year. HSD Human Resources will develop a process to impartially evaluate such requests.
5. HEA and HSD agree to utilize the impact bargaining and/or Labor-Management Problem Solving process to negotiate the impacts of any revision or update to the vaccination requirement that adds booster shots to the definition of "fully vaccinated."

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2) Letter of Agreement: Family Connections (Family Connections LOA)

Letter of Agreement
between
Highline Education Association
and
Highline School District

Family Connections
Effective School Year 2021-22

Window for engagement with families

1. The District is expecting staff to contact, conference and engage with families at the launch of the 2021-22 school year during the window of August 24-September 24, 2021. The purpose is to invite families and students back to school, encourage energy and excitement for the new school year, and get to know the student and their families.

Who is assigned the work

2. Elementary classroom teachers will be expected to engage with the families of students assigned to their class. Secondary certificated staff assigned to an advisory group will be expected to engage with the families of students assigned to their advisory group. Secondary schools will coordinate the assignment of students who do not have an advisory teacher (e.g., Running Start or students shared with PSSC) to an appropriate staff member, capitalizing on existing relationships when possible, to make sure that each student's family has a staff member connecting with them during the engagement window. PSSC teachers will be asked to assist with this work. Elementary LRC case managers will work with classroom teachers, once conferences have been scheduled, to attend as many conferences as possible for the students on their caseload. The same ratios of students and days mentioned below will be used based on the number of conferences attended.

Work year calendar adjustment

3. The work year calendar will be adjusted by making Monday, September 13, a non-instructional day set aside for homeroom and advisory family connections that staff may use for family engagement conferences during the day. Staff who are not assigned family engagement work will not be expected to work on this day. May 31 will be changed to a student day so that the anticipated last day of the school year remains the same.

Application to Kindergarten

4. Family engagement conferences and associated stipends are applicable Pre-K through grade 12. Pre-K and Kindergarten teachers may add this family engagement work to extend their existing TS Gold/WaKIDS family connections conferences or hold separate conferences, and will remain eligible for the per diem stipend described below.

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Formula/method for compensation

5. Staff who are assigned to complete this engagement work will be compensated with a stipend for 1 day at per diem for up to 5 students; 2 days at per diem for up to 16 families of students; and 3 days at per diem for up to 27 families of students. If it's not possible to reassign students to keep these numbers at 27 or fewer (e.g., using specialists or other staff in the building), the District will compensate the staff member for an additional half-day of per diem for engaging with more than 27 families of students.

Support

6. Prior to August 24, the District will provide clear direction on possible formats available under the standards developed by the District health and safety committee in August to meet the needs of students, families and staff (e.g., in-person, video conferencing, telephone); expected length; and information to be shared or gathered. The District will provide a sample script or framework (in English, Spanish and Vietnamese) for staff to use at their discretion as they set up and lead conferences. Buildings have the autonomy to organize scheduling assistance based on current building practices and available personnel. Interpretation services will be provided by school-based bilingual paras, Language Line, and other services to be coordinated through school office staff and central office, as in other situations.

Documentation expectations

7. Educators will document conversation date, the name of the student whose family was engaged, the length of time, and any additional required data in the platform identified in the District guidance.

3) Letter of Agreement: New School/Program Implementation (Special Programs LOA)

Letter of Agreement
between
Highline Education Association
and
Highline School District

New School/Program Implementation
Effective School Year 2021-22

During the 2021-2022 school year, the Highline School District is implementing several new schools and programs in order to meet the needs of the Highline community and provide innovative learning experiences for students. This agreement is intended to document the structures of these new schools and programs that differ from those of traditional schools and therefore may impact the working conditions of certificated staff. Any provisions of the Collective Bargaining Agreement (CBA) that are not altered by the agreements below remain in effect for the educators working in these schools/programs.

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The Highline School District (HSD) and Highline Education Association (HEA) have mutual interest in supporting the needs of the educators and students participating in these new schools and programs and understand that some flexibility may be needed to respond to changing circumstances during the school year. To that end, HEA and HSD agree to utilize the Labor-Management Problem-Solving Process to work through any additional challenges or necessary changes that occur throughout the year and are not covered by the agreements below.

Maritime High School

Maritime High School is an innovative high school utilizing project-based learning to support students interested in the environment, marine science, and maritime careers working on or near the water. Its structure differs from traditional high schools and it utilizes Washington State’s Alternative Learning Experience (ALE) model requirements.

Class Sizes and Advisory: The initial cohort for Maritime HS will consist of up to 50 ninth graders, split into two Advisory groups called “Crews,” with two (2) full-time certificated classroom teachers, as well as administrative, classified, and community support staff. Students will also have access to part-time certificated LRC and Related Services support, consistent with their IEPs. Each classroom teacher will be assigned a Crew consisting of half the enrolled students and will be responsible for conducting Crew Circles (Advisory), Crew Check-ins/Check-outs, and managing the ALE Learning Plans for their assigned Crew students.

Mitigation: Each Crew will have no more than 24 students when possible. Should a teacher receive a 25th student in their Crew, they will receive \$10.00 per day for each day that an overload of one student exists. Accepting a 26th student into a Crew would be handled as an “extreme hardship” situation: the teacher, after consultation with the HEA president, may agree to take a 26th student, and would receive \$25 per days for the two overload students.

Class Preparations: Students will receive instruction through a combination of in-person classroom-based instruction, field work experiences, and hybrid remote learning days. Classroom-based instruction will be grouped into a Humanities block and a STEM block, each taught by one of the two classroom teachers. Students will attend their block courses in their assigned Crew groupings. While the classroom teacher will have only one “preparation” for classroom instruction, they will also participate in collaborative planning for instructional projects, field work experiences and Crew Circles/Advisories.

Non-Instructional Time: Certificated staff at Maritime HS will receive planning time and other non-instructional time consistent with the CBA. However, on days when students are participating in field work, this time may be scheduled flexibly in order to accommodate student learning needs, so long as each segment is no less than 30 minutes in duration. Additionally, on Hybrid Learning Days (generally Fridays), 150 minutes of instructional time will be set aside for Crew Advisors to conduct 1-1 Learning Plan meetings via Zoom with their Crew members.

Programmatic Needs and Professional-Collaboration Time (PCT): Every effort will be made to ensure sufficient time during principal-directed PCT for ongoing programmatic planning such as: collaboration with community partners and industry experts, development of Crew/Advisory structures and lessons consistent with the mission of Maritime HS, and family engagement that exceeds generally expected

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professional practice. In the event that significant additional time is needed for this purpose during this launch year, extra-service contracts will be offered, consistent with the CBA.

Highline Virtual Academy

The Highline Virtual Academy is a flexible, remote learning model for students in grades 6-12 that utilizes Washington State’s Alternative Learning Experience (ALE) model requirements, providing opportunities for self-paced learning for students. Core instruction will be delivered through Edgenuity, an online learning platform. Highline teachers will provide virtual instruction for Advisory, small group and individual support, including both academic and social-emotional learning.

Overall Structure: Students at HVA will take three classes per quarter. Teachers will be assigned no more than three classes per quarter. Edgenuity will provide the majority of the curriculum/lessons for students, but Highline classroom teachers will be the teacher of record for students’ classes and will provide small group support, grade assignments and track progress. In addition, each teacher will be assigned an Advisory class, with whom they will meet daily and complete the required ALE Learning Plans (WSLP) for each Advisory student. Teachers will also meet 1:1 once per week with each Advisory student to help track progress and complete Learning Plans. For secondary students participating in dual language, the program will consist of a single course for middle school and single course for high school, taught by a Highline teacher.

Daily Load, Advisory, and Class Preparations: Each HVA classroom teacher will be the teacher of record for no more than three classes per quarter, and for up to 93 students across all classes for which they are the teacher of record. Advisory is not considered one of the three class preparation and student load is calculated separately; each teacher will be assigned up to 24 Advisory students.

Mitigation: Should a teacher’s daily load exceed 93, they will receive \$10.00 per day, per student, for each day that an overload exists. Every effort will be made not to exceed 24 students in an Advisory class, but if a teacher’s Advisory load exceeds 24 students, they will receive \$10.00 per day, per student, for each day that an overload exists.

Time Allocations: Each HVA classroom teacher will have their instructional and non-instructional time allocated as follows. Descriptions of time allocations not addressed in the existing CBA are included below.

- Planning time and “WAC” non-instructional time: 120 minutes/day or 600 minutes/week, adjusted for staff meetings and PCT as outlined in the CBA
- Lunch: 30 min/day
- Advisory: 30 minutes/day or 150 minutes/week
- Small Group Instruction/Support: 90 minutes/day, depending on the schedule for a total of 450 minutes/week
- 1:1 check-ins: 570 minutes per week, time per days varies depending on the schedule
- Learning Plan Support: 200 minutes/week, 50 minutes per day M/T/W/Th
- PLC & PCT: 130 minutes on Friday

1:1 Check-ins: Weekly meeting (usually via Zoom or phone) between the student and certificated teacher for the purpose of instruction, review of assignments, testing, evaluation of student

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progress, or other learning activities or requirements identified in the WSLP. Evidence of two-way contact must include the date of the contact, the certificated teacher who made the contact, the method of communication by which the contact was accomplished, and documentation to support the subject of the communication.

Small Group Instruction/Support: The schedule for small group instruction/support will be determined by the teacher, with designated times for each class. Teachers may choose to develop a flexible schedule that meets outside of the school day in order to support student needs, and if they elect this option, will work with the principal to adjust their work times accordingly.

Learning Plan Support: Teacher-directed time for progress monitoring of student Learning Plans. Teachers may work independently or in teams during this time, at their discretion. Student attendance requirements are met through documentation of weekly 1:1 check-ins and WSLP progress monitoring.

Edgenuity Teachers: HEA and HSD have a shared interest in having Highline teachers be the teachers of record for HVA students whenever possible. In the event there is an unusual circumstance in which this is not practicable (e.g., a student needing an advanced course not offered at HVA), Edgenuity may be used to provide a teacher of record as well as the curriculum/lessons. HSD Human Resources will provide a monthly report to HEA of any instances in which Edgenuity teachers are being used as the teacher of record for HVA classes/students. HEA reserves the right to utilize the Labor-Management Problem-Solving process to explore alternate options for these circumstances if they become frequent.

Elementary Remote Learning Program

For the 2021-22 school year, families have the option of selecting a remote option for elementary schools and Pre-K. In general, these remote classrooms will follow similar instructional models and schedules as in-person classrooms. Elementary students participating in Dual Language programming and opting for a remote option in the 2021-2022 school year will access a limited program designed to maintain Spanish and Vietnamese language skills. From K-5, this program will consist of two (2) forty-five-minute sessions each week.

Since the Elementary Remote Learning Program is a temporary, one-year option, 2022-23 teaching assignments for this year's remote teacher will be handled as follows.

- Teachers who volunteered in the spring of 2021 to teach in the elementary remote program, because their assigned school would have been overstaffed for in-person instruction without volunteers to shift to remote, remain assigned to the school to which they were assigned in the spring of 2021. They have the right to remain assigned at that school for the 2022-23 school year, subject to the existing displacement and RIF provisions in the CBA.
- Teachers who were involuntarily placed into an elementary remote position in the spring of 2021, because their assigned school would have been overstaffed for in-person instruction without volunteers to shift to remote, remain assigned to the school to which they were assigned in the spring of 2021. They have the right to remain assigned at that school for the 2022-23 school year; while the RIF provisions in the CBA would still apply to these teachers, they would not be subject to displacement in 2022-23, unless their assignment was changed back to

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in-person learning in the fall of 2021, in which case they would be subject to both the displacement and RIF provisions in the CBA.

- Teachers who were newly hired into a remote “pool” to teach in the elementary remote program for the 2021-22 school year, or who voluntarily transferred into the remote pool, will be assigned to open positions districtwide for the 2022-23 school year. HSD Human Resources will solicit grade level and school preferences from these teachers prior to making these assignments.

Any additional, unforeseen impacts of the Elementary Learning Remote Program will be addressed via the HEA-HSD Labor-Management Problem-Solving Process.

Remote Learning Impacts on Self-Contained Special Education Programs

Secondary Special Education Programing 21-22: For the 2021-22 school year, families have the option of selecting a remote option for secondary students in special education programs, including IAC and ILC. These students will be enrolled in remote instruction for any self-contained IAC and ILC courses, as indicated by their IEP. The remainder of their classes will be offered in general education.

HEA and HSD share a common interest in ensuring students in these programs are fully engaged with general education peers as much as possible. To achieve this, the guidance below outlines principles how students will be scheduled. To ensure these plans are working well for students and adults, HEA and HSD will review and discuss Special Education remote enrollment in live general education classes on a monthly basis during the labor management structure to address and resolve any concerns.

Fully Remote Instruction Parameters for Secondary IAC and ILC

- Student schedules should prioritize remote access to general education experiences as appropriate based on the student’s IEP.
- General education classes may be provided through Edgenuity, when and if the student's IEP team identifies and confirms the class will meet the students need; such courses may be supplemented by program support staff identifying complementary learning activities, including remote engagement with live classes.
- General education classes may also be provided through enrollment in a live class and remote attendance, when and if the student's IEP team identifies and confirms the class will meet the students need; specific planning with the teacher and program support staff will take place to plan such course enrollments.
- When possible, course schedules should consider grouping students for remote participation in general education classes to minimize the singling out of individual students.
- Program staff will support remote access to in person general education classes.
- All students should have a clear a predictable daily schedule, determined based on student goals.
- Small groups and individual supports may be facilitated by the classroom teacher and/or and support staff, including the paraeducator assigned to the special education classroom. Support staff will be in-person for the general education classes in which remote students are included to better facilitate the remote student’s learning.

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- If the teacher requires additional support or the amount of work to prepare for teaching the in-person students with intermediary paraeducator support becomes unreasonable, the teacher will work with their building administrator to access mitigation in the form of either an extra service contract or work time (such as release time from a staff meeting or PCT).

Over-enrollment of Elementary Self-Contained Remote Classes: In the event any elementary self-contained classes become over-enrolled for remote learning, appropriate next steps, including mitigation for impacted educators, will be discussed in HEA-HSD labor management meetings.

Renacer Educational Support Program

The Highline School District has entered into an agreement to provide educational support for students in the Renacer Youth Treatment Program. These students are engaging in remote learning, taking one class at a time, and students are enrolled in a wide variety of different courses. They also require regular weekly check-ins with a teacher for support throughout the year, including during the summer and other school breaks.

For the 2021-22 school year, the District is contracting with Edgenuity to provide the instruction for students in this program and paying Highline certificated staff members via extra service contracts for the hours necessary to set up each student as they join the program. However, both the District and the Association have an interest in keeping certificated work within the bargaining unit and minimizing the use of Edgenuity instructors as teachers of record. Therefore, the Renacer Program will be a standing item on the HEA-HSD Labor-Management agenda, with the goal of developing recommendations for how best to serve these students beyond this school year. If it is possible to reduce the use of Edgenuity teachers during this school year prior to negotiating new language, the parties intend to do so.

Learning Center

Highline's Re-Engagement & Learning Center is an Alternative Learning Experience (ALE) program embedded at New Start High School, and accessible through the comprehensive high schools. This is not a new program, but caseload limits and other working conditions for teachers in this program have not yet been negotiated. The current District policy for student-teacher ratio in this program is 33 students to 1 teacher, but it has come to the attention of the Association that this caseload has been exceeded in the past, and that there is not an existing applicable CBA provision for appropriate mitigation of the existing workload.

Therefore, HSD and HEA agree to monitor Learning Center enrollment during the 2021-22 school year and develop recommendations for the spring 2022 negotiations regarding Learning Center working conditions such as: caseload ratios, mitigation and/or additional staffing triggers when caseload ratios are exceeded, and how to calculate workload when Learning Center teachers are "shared" between an ALE program and traditional seat-based programs.