

**YELM
COMMUNITY
SCHOOLS**



**YELM
EDUCATION
ASSOCIATION**

COLLECTIVE BARGAINING AGREEMENT
SEPTEMBER 1, 2024 TO AUGUST 31, 2027

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PREAMBLE

This Agreement is made and entered into by and between Yelm Community Schools No. 2, hereinafter referred to as the "Board" or "District", and the Yelm Education Association, hereinafter referred to as the "Association", as follows:

ARTICLE I - RECOGNITION

Pursuant to RCW Ch. 41.59, the District hereby recognizes the Association as the sole and exclusive bargaining representative for all non-supervisory certificated employees who are regularly employed or who are on District-approved leave.

The District recognizes as separate sites each of the following schools: Ft. Stevens Elementary, Lackamas Elementary, McKenna Elementary, Mill Pond Elementary, Prairie Elementary, Southworth Elementary, Ridgeline Middle School, Yelm Middle School and Yelm High School which includes Yelm Extension School.

Certificated substitutes shall be excluded from the unit unless they have taught in the District for thirty (30) total days in any one (1) school year.

1. On the thirty-first (31) and subsequent days of intermittent employment, the substitute shall be paid Premium Sub Rate (at least \$195) per day (7.5 hrs.) or one half Premium Sub Rate per one half day (3.75 hrs.).
2. On the twenty-first (21) and subsequent consecutive days of employment in a long-term substitute position, substitutes shall be placed on the first step of the Yelm Community Schools K-12 Salary schedule, at their applicable education level, BA or MA, Step 1. Long-term substitutes are ineligible to receive contractual benefits except noted herein: a long-term substitute may be eligible to receive up to an additional day for participating in either fall and/or spring parent conferences as well as access to compensation for building or district training that is offered during the time they are employed. However, all other Articles of this Agreement shall be inapplicable to such substitutes.
3. The District may use emergency substitutes when the pool of all District itinerant substitutes and regular substitutes is exhausted.
4. Emergency substitutes will be paid the daily substitute rate regardless of the number of days they have substituted in the district, unless they are in a long term substitute position, in which case, section number 2 above will apply.

Such representation shall cover all employees assigned to newly created positions except as exempted by law, or as determined by the Public Employee Relations Commission. Such representation shall exclude the superintendent, assistant superintendent, principals, vice- principals, program coordinators, and deans.

The terms "employee", "educator" and "educational employee" shall mean any regularly contracted certificated employee when used hereinafter in this Agreement and shall refer to all employees represented by the Association in the bargaining unit as described above.

ARTICLE II - BOARD AND ADMINISTRATION RESPONSIBILITIES AND AUTHORITY

The Board acting in behalf of the electorate of the school district retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the regulations of the State Board of Education, the laws and the Constitution of the State of Washington and/or the United States.

The Association recognizes that the Board is legally responsible for the operation of the school district and the Board has the necessary authority to discharge all of its responsibilities subject to the laws mentioned above and the provisions of this Agreement.

It is expressly agreed that all rights except such as are clearly relinquished herein by the Board are reserved to and shall continue to rest with the Board.

THE RIGHT TO:

1. Manage the district, direct employees including the right to hire and suspend, discipline or discharge employees for just cause, and layoff or relieve employees from duty because of lack of work, funds and other legitimate reasons, consistent with state statutes, State Board of Education regulations and the provisions of this Agreement.
2. Transfer employees from one (1) school, department and/or classification to another, and to promote and/or transfer employees to certificated positions and classifications not covered by this Agreement.
3. Determine the methods, processes, means and personnel by which any and all work will be performed, the control of the property and composition, assignment, direction and determination of size and type of its employees.
4. Determine whether and to what extent work will be performed by employees, consistent with state statute, State Board of Education regulations and this Agreement.
5. Evaluate employees and to determine the qualifications of the employees, consistent with state statute, State Board of Education regulations and this Agreement.
6. Develop and control budgets consistent with state statute, State Board of Education regulations and this Agreement.
7. Control the use of all facilities and equipment, consistent with state statute, State Board of Education regulations and this Agreement.
8. Make such operating changes as are deemed necessary by the Board for the efficient, effective and economical operation of the district consistent with this Agreement.

ARTICLE III - ASSOCIATION RIGHTS AND PRIVILEGES

A. Access to Members:

Any official of the Association and/or its constituent organizations shall, in accordance with the conditions noted herein, have the right of reasonable access to district facilities for the purpose of contacting Association members and transacting lawful Association business. Upon arriving at a school site, any such representative shall first report to the office of the site to make their presence known.

Each employee has the right to request an Association representative to be present during any meeting with administration. If the meeting falls during the student day, the District will obtain coverage for the Association representative if necessary.

In no event shall any representative or Association member interrupt or interfere in any way with normal work. Contacts with individual Association members shall be limited to planning/preparation time, the duty-free lunch period, and before and after the student day. Association meetings will be held before and after the employee workday.

The District will provide the Association with an updated, electronic list of all certificated employees within the first ten (10) working days of each semester.

B. Access to Public Documents:

The District agrees to provide one (1) copy of any public document to the Association upon request from the Association and upon reimbursement to the District of all clerical and material costs involved in the duplication of the public document.

C. Association Release Time:

1. Release Time for Members:

Upon written request of the Association, the District shall grant Association members release time of limited duration, without loss of pay or fringe benefits, for the purpose of conducting Association business and will be consistent with the orderly conduct of the District's total educational program, provided that the Association shall fully reimburse the District at substitute rate for each day used. The District will bill the Association for these costs and the Association will render payment within ten (10) days and the District will reimburse the appropriate building. Such release time will not exceed ten (10) days annually for any employee.

Association leave for members and officers will be calculated at a rate of one (1) day per every eleven (11) employees thereafter. Days accrued may be used to support members who need additional assistance with the instructional framework or who are on a Plan of Improvement or probation.

If a YES evening school employee is designated as an Association Board Member, such employee shall be granted no more than four (4) days of release time per year for the purpose of attending Association meetings that are scheduled in the late afternoon or evening. This release time will be separate from the general members release time but will be processed

using the same guidelines for general membership release time.

2. Release Time for the Association President:

The Association will communicate by June 10th of each year the name(s) of the president(s) for the upcoming year. During any school year, the Association president(s) may elect to use 0.2, 0.4, or 0.6 release time in addition to their allocation of three hundred thirty (330) hours for Association business. The utilization of such hours will be mutually agreed upon between the building administrator and the Association president(s).

The Association will reimburse the District on a prorated basis for the actual release time utilized.

The District will bill the Association for these costs and the Association will render payment within ten (10) days and the District will reimburse the building when appropriate.

D. Communication Rights:

The Association may post notices of their activities and matters of concern on a bulletin board to be provided in each school building by the District. The Association may communicate with its members as long as it does not interfere with the educational process or the normal operations in the district.

The District will allow the Association use of the internal mail and email distribution system to circulate routine information to the members. The Association shall not use the mail system to distribute/obtain politically motivated information, including promotion of any candidate or position on any initiative.

Bulletins posted by the Association are the responsibility of the officials of the Association.

In the event a building representative is not assigned to a building, the Association President(s) will be added to the building email list until a building representative is assigned.

E. Facilities:

The Association may use school equipment and space subject to the provisions of the District facilities use policy.

F. Letters of Agreement and Memorandums of Understanding:

Letters of Agreement or Memorandums of Understanding written during the length of this Agreement without an end date will be included or deleted during the next full open negotiations.

G. Orientation:

The Association shall be allowed, as part of the regular new hire orientation agenda, thirty (30) minutes prior to the lunch break to present the Association membership options and forms. The new employee will remain in paid status during the thirty (30) minutes.

Employees hired after the orientation for new teachers will be provided an opportunity to receive the

same thirty (30) minutes of Association information that was presented at the regularly scheduled orientation. The new employee will remain in paid status during the thirty (30) minutes.

The Association agrees to defend and hold the District harmless for any claims resulting from this section.

H. Payroll Deduction:

The District agrees to deduct from the salaries of its regular employees as requested by the employees: regular local, state and national Association dues, premiums for mutually-approved annuities.

In addition, deductions shall be made from employees' salaries in accordance with governing laws (retirement, OASDI (Old-Age, Survivors, and Disability Insurance - Social Security), industrial insurance and federal income tax) and when requested by the individual, pursuant to law, for those programs authorized by the District and Association.

On or before September 10th each school year, the Association shall give written notice to the District of the dollar amount of deductions of the Association, including local, state and national assessments/dues which are to be deducted in the coming school year. The total of these shall not be subject to change during the school year.

The Association dues authorized above shall be equal monthly amounts from each salary payment from the time the membership form is received in the payroll office and as long as it is received by the 15th of the month through the pay period in August of each year. The employee's authorization to deduct local, state and national Association dues shall continue in effect from year to year, unless an employee rescinds their membership through the Washington Education Association. The Washington Education Association is responsible for notifying the District, who will then be responsible for cancelling monthly deductions from that month forward.

The District agrees to promptly remit directly to the Washington Education Association all monies so deducted, accompanied by a list of employees from whom the deductions have been made. A duplicate list shall be promptly provided to the Association President as receipt for said transaction. On or before the monthly pay period, the District shall notify the Association of any changes in said list due to employees entering or leaving the employment of the District.

The Association agrees to refund to the District any amounts paid to it in error.

I. Printing and Distribution:

Within thirty (30) days following the ratification and signing of this Agreement by both parties, the Association will provide the District with an electronic copy of the agreement.

This Agreement will be made available to employees on the District website.

J. Subcontracting:

The District and Association recognize the importance of qualified ESAs and educators undertaking the responsibility of providing services for and/or educating the students who attend our schools. Positions which require instructional preparation and planning, lesson implementation and the evaluation of

student progress will be staffed by regularly contracted employees.

If qualified ESA applicants are not found for open positions, The District and the Association will meet and mutually share in the decision to utilize an appropriate agency to fill the position through a personal service contract.

Personal service contracts, as they constitute subcontracting, will not be allowed for any other positions unless the District and the Association mutually agree through a Letter of Agreement.

If special education teacher applicants are not found, and in lieu of involuntary transfers, the District will contract with an appropriate agency to provide the required services.

The District and the Association will meet and mutually share in the decision prior to the position being filled with a personal service contract for the remainder of the school year.

Contracting will be considered in the next Agreement if the District demonstrates that a need still exists by documenting that no qualified candidates applied.

ARTICLE IV - EMPLOYEE RIGHTS AND RESPONSIBILITIES LANGUAGE

The role of the employees shall be defined so as to meet the established and educationally sound needs of current instructional programs and of changing social conditions.

A. Workday:

The total length of the employee's workday will be seven and one-half (7.5) hours. The workday will include a thirty (30) minute continuous duty-free lunch period, scheduled preparation time, class time, and the equivalent of sixty (60) minutes beyond the student day as determined by the building administration. The employee contract must be communicated to all employees by June 30th.

Building schedules will be written in such a way that all employees will not exceed three (3) consecutive hours of student contact time. Passing periods, lunch, recess, and planning are all options that meet this requirement.

An employee, who is regularly assigned to a building site, must notify an office staff whenever they are leaving the site during the workday.

Employees with athletic responsibilities will remain at their building site until the end of the student day unless an athletic contest requires the team to leave before the end of the employee's workday. An employee with athletic responsibilities will not be given preference in the development of their workday schedule or preparation time at their building site.

Supervision Duties:

1. Regularly scheduled supervision duties before or after the student day are suggested to be no more than five (5) occurrences per month.
2. Supervisions before or after the student day will not exceed twenty (20) minutes in duration and will end no later than five (5) minutes prior to the start of the student day.
3. If an employee is assigned a supervision duty that extends beyond twenty (20) minutes the employee will be paid at their per diem rate up to the nearest quarter hour as submitted on a timesheet.
4. Generally, supervision after the student day will be limited to ensuring the safety of students getting to the bus pick up areas and/or parking lots.
 - a. Afterschool responsibilities of picking up and delivering students to buses are not included in the number of regularly scheduled supervision duties.

Regularly Scheduled Staff Meetings:

1. Regularly scheduled staff meetings before or after the student day are suggested to be no more than three (3) per month.
2. Meetings before the student day will end no later than ten (10) minutes prior to the start of the student day.
3. Any meeting that an employee volunteers for, or is monetarily compensated for will not be included in the three (3) monthly regularly scheduled staff meetings.

If an employee is expected to attend more than three (3) regularly scheduled staff meetings in a month, or if the regularly scheduled meetings extend past the contracted day, the employee will be paid at their per diem rate for their additional time up to the nearest quarter hour as submitted on a

timesheet.

Any combination of duties and/or administrator directed meetings, excluding IEP/504 meetings, will not exceed the eleven (11) total for any employee.

B. Duties of Employees:

1. Examples of activities consistent with the roles of an employee are the following: teaching, assessing, therapy, counseling, supervising, disciplining, communicating, planning, self-improving and managing.
2. Employees, as professional staff members, are expected to perform those reasonable duties that contribute to the activity program, to the guidance program and to the good climate and efficient operation of the school.
3. Employees assume a shared responsibility with the total building staff for supervision and maintenance of order.
4. Employees are expected to participate in professional staff development activities to enhance competence in the use of: the District adopted Instructional Framework jointly selected by the District and the Association, educational materials, instructional programs, the Core 4 technology tools and professional skills.
5. Employees are responsible for assigning and evaluating the work of students based upon specific objectives, standards, and/or competencies as designated by the District and the State and returning such evaluations to the students promptly.
 - a. Teachers will ensure that students have access to learning expectations, assignments, etc. during an extended absence.
 - b. Google Classroom will be the primary means of communicating assignments and learning expectations for students during an absence.
6. Employees shall prepare, plan and carry out class work in accordance with District and State instructional objectives, standards, and/or competencies.
 - a. Employees shall accurately take and report attendance in all classes and supply data as requested to the building office.
 - b. Teachers shall assign and record grades on the basis of progress toward district course objectives and learning standards established in the district adopted scope and sequence.
 - c. Grades are intended to reflect student learning, and therefore are not intended for use as punishments or rewards.
 - d. Grading should focus on demonstration of the learning goals and should provide students with flexible opportunities to engage in learning and to provide evidence of learning.
 - e. Grades should not include behaviors such as responsibility, attitude, or effort unless the behavior is directly tied to the course standards.
7. Teachers who are asked to change grades will within twenty-four (24) hours bring this to the attention of the building administrator.
 - a. The only time a teacher will change a grade is if that teacher, through clerical error,

- recorded the wrong grade.
- b. If a teacher feels that a grade may have been changed without their knowledge, they are to determine what grade was changed and bring it to the administrator's attention.
8. Employees shall respond positively and constructively to legitimate concerns of students and parents about student progress, and be willing to meet and confer with students and parents in an attempt to find workable solutions.
 9. Employees shall care for and be responsible for instructional materials and equipment. They shall promptly report damage, loss, or theft of equipment, furniture or fixtures to their administrator.
 10. Employees shall not be asked to provide individual class bus duty before or after school beyond walking students to or from an assigned point.
 - a. If an IEP or 504 plan requires students to be monitored, this service will be planned to reduce the impact on certificated employees to the greatest extent possible.
 - b. If an emergent event requires additional bus supervision, before or after school, during the contract day, coverage will be assigned based on a rotating schedule.

C. Arranging for Substitutes:

Employees are expected to arrange online for a substitute when needed.

If the employee has completed the process for obtaining a substitute and has been given a verification number by the substitute service, the employee has no further responsibility to secure a substitute. It is the responsibility of the employee to record the confirmation number in their personal records, to be referenced in the event of a dispute.

Each employee will be given a designated phone number by their administrator to use if the employee is unable to reach the substitute service online.

If the employee is unable to complete the online notification due to circumstances outside of the employee's control, the employee will call the building administrator or their designee as notification of their absence. The employee will speak directly with the administrator or their designee or leave a voice message at the number provided.

This will end the employee's responsibility for obtaining a substitute.

In the event of an emergency (An emergency is defined as any unforeseen and unexpected situation in which pre-planning could not have relieved the consequences of the situation.) requiring the employee to leave during the workday, the employee will notify the administrator or designee prior to leaving campus.

D. Student Achievement Reports:

A half day (3.75 hrs.) will be placed on the calendar at the end of each quarter [forty-five (45) day grading period] to finalize achievement reports. The office must be notified that achievement reports and/or online reporting is complete. This should be completed by the start of the student day on the

third workday after the scheduled half day. Employees will be responsible for submitting grades through the online grading system.

Employees will have full access to their assigned worksite until grades are submitted on the third workday after the scheduled half day.

Elementary report cards/progress reports will contain no more than eight (8) grades, to be determined by a committee consisting of elementary educators from each school and building administrators. The committee will also create a template for Progress Reports at the elementary level.

Committee meetings will be held during the workday and the District will provide coverage for classes during the meeting.

All Report Cards will be posted in the District's student information system for the second and fourth quarters.

Elementary specialists will not be required to submit more than 1 pass/fail grade per student on report cards and will not be required to submit information for progress reports. Elementary specialists may add comments at their discretion but comments are not required.

Secondary progress reports will be posted in the District's student information system for the first and third quarter conferences.

For employees (school psychologist, SLP, OT/PT, nurse) who do not prepare grades these half days may be used for record keeping and parent/community contacts.

The fourth quarter half day (3.75 hrs.) will be used to finalize Report Cards and end of the year building check out at all sites. Prior to checkout, Report Cards must be completed no later than the end of the third business day following the last student day to complete this task. At the Yelm Extension School, the last day of school will be reserved to complete the state mandated audit files.

Specialist employees responsible for completing grades, where the caseload exceeds 400 can request an additional half day release during report card weeks.

E. Conferences:

The District will provide three (3) consecutive early release days in the fall and three (3) consecutive early release days in the spring exclusively for parent conferences.

Parent conferences (the equivalent of 3.75 hours in the fall and 3.75 hours in the spring) are part of the district directed days. The District will determine an evening in the fall and in the spring when employees will be available for conferences. An employee who works a second evening (3.75 hours) conference session beyond the District designated session in the fall or in the spring, may leave early on the third conference day after working a half day (3.75 hours).

Building and District communication to families will prioritize conferences for students who are academically/behaviorally struggling.

If an employee has a conflict with attending on the District designated evening, due to another District commitment or other reason, the employee may work out a reasonable alternative with their building administrator for the District Designated time.

During scheduled evening conferences, an employee will not be expected to continue conferencing later than twelve (12) hours after the start of their workday.

After the employee has completed the process for scheduling conferences, if parents do not reply or cancel the day of their conference, the employee will make another attempt, either by phone or email to be determined by the employee, to communicate the child's progress with the parent.

Employees with children attending Yelm Community Schools may attend their child's conference during the early release days. Employees will make every effort to schedule at the start or end of the conference session. The employee will notify the office their administrator prior to leaving and upon return.

F. Calendar:

The District will consult with the Association, prior to developing or changing the student/district calendar.

The student school year calendar shall include the following unless the Association expressly agrees to an alternative:

1. a two (2) week winter vacation period. The first week of winter break shall be a full school week off.
2. a one (1) week spring vacation during the first full week of April;
3. and the first student day of school after Labor Day as determined by the Board.

The district calendar will include the items listed above, and dates for all additional days, including:

1. New teacher orientation days in August;
2. District professional development day(s) prior to the opening of school;
3. Building directed day(s) prior to the opening of school;
4. District day in October and March for professional development;
5. Additional District hours/days for professional development, and
6. All days designated for conferencing, testing, and early releases/late starts.

These days will be included in the calendar for planning purposes. Other sections of this agreement identify days as optional or compensated. The District and Association agree that the calendar, not include built in snow make-up days, with the exception of after the last day of school.

G. Changes in Instructional Delivery Model:

In the event that the District or an individual site must make a major shift to the school calendar or the delivery of instruction (between in person, online, or hybrid models), the District will meet with the Association. Once a plan has been mutually agreed upon, the District shall provide training, including both written guidance and facilitated learning opportunities.

After training, employees will be given a minimum of fifteen (15) scheduled working days for preparation, unless superseded by state/local law or regulation, or in the event of an emergency order.

H. Due Process:

An employee shall not be disciplined for arbitrary or capricious reasons, at or away from work, but only for just cause. Any disciplinary action taken towards Association Members will be discussed in private.

The District agrees to follow a policy of progressive discipline that shall begin with a verbal warning or oral reprimand, progress to a written reprimand, suspension with pay, suspension without pay, prior to discharge. In the event of serious misconduct, disciplinary steps may be skipped. An employee shall not be disciplined without just cause.

An employee shall be advised of the right to be represented by Association representation prior to any disciplinary situation/action that may adversely affect their employment status. Disciplinary meetings shall not occur without Association representation, unless the employee explicitly states that they do not want representation. Meetings to discuss employee performance and evaluations are not disciplinary in nature.

An employee has the right to be informed of the charges or complaints against them.

An employee has the right to question their accusers, or, in the case of minors, have these accusers questioned by appropriate witnesses or representatives of the District and Association. The employee has the right to view any District notes formed during questioning at the conclusion of the investigation.

An employee has the right to present evidence in their defense.

Complaints against an employee by an administrator, district employee, parent, student, or other person will be called to the attention of the employee within four (4) working days, unless this causes a conflict with the investigation or the employee is not available. When informed of a complaint, the employee will be given the name(s) of the complainant(s), the specific complaint(s) and copies of any written documents provided to the District. Multiple complaints will not be used in a single disciplinary action unless the employee was notified of each individual complaint within each four (4) working day window.

Mechanical or electronic devices will not be installed/utilized in the classroom/workstation to observe or place under surveillance any employee without their knowledge and consent, unless there is an investigation for a violation of the Code of Professional Conduct.

Audio/video recordings that are student generated and could be subject to alterations will only be used in conjunction with substantiated evidence in any employee disciplinary action. The District will enact reasonable rules/expectations for students that regulate the use of cell phones and other electronic devices capable of audio or video recording of the classroom. Each site will develop a plan for cell phone use and electronic device storage prior to the end of the school year to be included in the subsequent faculty and student handbooks which will be available to all families on the District website by the first day of each school year.

When a charge of misconduct against an employee is found to be without merit and/or disciplinary action does not occur Records associated with an investigation will be maintained and destroyed consistent with applicable laws and retention schedules.

When issued a written letter of reprimand, an employee will be informed of the reasons for the

reprimand and will be given at least ten (10) working days to both read and respond to the written letter prior to its inclusion in an employee's personnel file.

Any letters of direction will not be considered disciplinary. Letters of direction may come before a reprimand.

See Section I: "Personnel Files" for additional details about viewing the contents of a personnel file or "working file".

I. Personnel Files:

Employees shall have the right to review, within five (5) working days of making a request, all materials in their personnel file while in the presence of a Human Resources employee. The employee may request that their administrator be present during this review. The employee shall have the right to answer or refute in writing any materials, which may be judged by him/her to be derogatory to their conduct, service, character, or personality. The written response shall be made part of the employee's personnel file.

Employees shall be provided copies of any material in their files at their expense within ten (10) working days following the receipt of the written request.

Letters of reprimand will have an entry date and a removal date clearly marked on them. They will be removed from the employee's file according to the stated removal date in the letter. The law will be followed in regard to sexual misconduct letters.

All letters of reprimand must have a signature from the employee, or, if the employee refuses to sign, a signature from an Association representative. The signature acknowledges receipt, but does not necessarily indicate agreement. The Association representative will note the signature refusal on the letter during the meeting and the letter will be processed as if signed. (See (H.) "Due Process" for additional details on reprimands.)

The Association shall have the right of access to any or all personnel information required to fulfill its representative responsibilities with the written permission of the employee involved.

An administrator may have a "working file" which is separate from the District personnel file. With at least two (2) working days' notice an employee may request to view the contents of the "working file". With mutual agreement, the employee and administrator may remove any item from the working file. The employee may request a copy of any or all of the material in the working file.

Each working file may be reviewed and items older than three (3) years will be removed unless the employee wishes them to remain.

J. Safe Working Conditions:

Employees:

The District agrees to support employees in the reasonable exercise of their official duties. To this end, District administrators will take the necessary actions to support employees in the reasonable exercise of said duties.

Employees will not be required to search a student, a student's possessions, or a student's locker.

Employees will not be expected or required to enter or provide emergency treatment in situations involving weapons if the employee has a reasonable belief the scene/area is not safe or secure.

An assault upon an employee or their personal property shall be promptly reported to their administrator within twenty-four (24) hours. The administrator will contact law enforcement and provide the employee with email confirmation immediately after contact has been made. The employee retains the right to personally report the incident to law enforcement at any time. The District will render assistance to the employee in connection with handling of the incident, facilitating the employee's filing a report to the appropriate law enforcement agency.

A physically assaulted employee will be provided reasonable assistance at the time of the incident. This assistance will be mutually agreed upon by the supervisor and employee. It may include but is not limited to leave with pay which will not be charged to any accumulated leave.

The assaulted employee should follow the procedures specified in the faculty handbook. These procedures will be reviewed annually with employees by the administrator.

The District shall fully reimburse employees for costs incurred as a result of assault while performing assigned duties. Such reimbursements may include repairing or replacing personal property, which may have been damaged or destroyed during the assault.

Further, the District shall reimburse employees for related medical costs not covered under personal insurance benefits.

Whenever an employee is absent from employment and unable to perform their duties as a result of personal injury sustained in the course of their employment, including travel to and from their workplace. The employee will be paid full salary for the period of absence up to one year from date of injury, with no deduction from sick leave for the period of their absence, less the amount of any industrial insurance (workers' compensation) award made for disability due to said injury.

An employee may use reasonable force, consistent with law, to protect himself or herself, or another person, including a student from injury or harm.

The District will provide up-to-date training/in-service on de-escalation skills and/or self-protection and how to protect others in violent situations to all employees who work with students who have demonstrated behavior issues, or any employee recommended by the administrator at District expense.

The District agrees to provide safe and non-hazardous working conditions, which includes annual review and revision of emergency plans. All District facilities will include a telephone with an outside line and a working fire alarm in every teaching station. Requests for additional safety equipment, including call buttons, will be submitted to the building safety committee for consideration. If the issue remains, then administrator may submit the issue to the District safety committee.

Students:

Students who have committed a serious offense as defined in RCW 28A.635.090 will not be admitted to school without following relevant procedures and guidelines for admission outlined in the law, including

prior notification to employees who would instruct or supervise such a student.

The building administrator will provide information to employees within forty-eight (48) hours of the time they receive information of a student who has previously demonstrated deviant behavior.

If a threat to cause bodily harm to students or an employee is made, the threat will be reported to the building administration to be handled and investigated so the best course of action can be taken before the student returns to the classroom.

Any student who commits a serious assault against another student, employee, or visitor, on campus or during any school activity, will be immediately referred to the building administrator for exceptional misconduct. The administrator will implement appropriate disciplinary consequences as allowed by law and Board Policy. Appropriate disciplinary consequences include short-term suspension, long-term suspension, emergency expulsion, and expulsion. The administrator will report back to relevant staff members as to what action was taken and why within twenty-four (24) hours unless there are extenuating circumstances. A serious assault is defined as physical contact intended to or resulting in harm to another individual to include but not be limited to: hitting, kicking, hair pulling, pushing, biting, and spitting.

If, at the conclusion of a long term suspension or expulsion a student is placed in any alternative program, an administrator(s) will meet and confer with all employees who will instruct or supervise the student regarding employee safety. In such cases, the student will not begin such a program until at least two (2) working days after the pre- placement safety meeting has concluded.

Discipline for possession or use of weapons will be determined in accordance with Board Policy 3241. Possession of a firearm will result in expulsion from all Yelm Community Schools.

If a student who has been expelled for weapons, dangerous devices, or a serious assault is readmitted or transferred, an administrator(s) will meet and confer with all employees who, in the judgment of the administrator, supervise the student or for security purposes should be aware of the student's record regarding the student's offense, record and disciplinary action taken. In such cases, the student will not begin such a program until at least two (2) working days after the pre-placement safety meeting has concluded.

In addition, the District will meet with the employee at least twenty-four (24) hours prior to any re-admittance to the employee's classroom of any student who has committed an assault or other exceptional misconduct. During this meeting at the employee's request, the District will consider within twenty-four (24) hours a transfer of the student, if the student is under direct supervision of the employee.

K. Non-Discrimination Rights:

Employees or applicants for employment will not be discriminated against by reason of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained guide or service animal by a person with a disability in its programs and activities, or because of their membership or non-membership in employee organizations or in the exercise of other rights. The District will follow all State and Federal laws governing non-

discrimination.

L. Sexual Harassment:

The District recognizes the right of all employees to work in an environment free from sexual harassment and that sexual harassment will not be tolerated in the workplace.

The District agrees to follow policy and procedures in accordance with State and Federal law.

Sexual harassment means any unwelcome sexual comment, look, suggestion, or any unwarranted contact that creates an uncomfortable working environment.

In the case of sexual harassment by another member of this bargaining unit, the employee being harassed has the right to discontinue contact with the harasser without incurring any penalty, as long as the harassment has been reported in writing to the administrator or to the Title IX Officer.

Where sexual harassment has been substantiated, the harasser has been identified by the District and the District finds it necessary to separate the two (2) employees it shall be the harasser who shall be transferred. The employee who is harassed shall not be transferred against their will.

M. Child Abuse:

The District recognizes the legal responsibility of employees to report any suspected child abuse within forty-eight (48) hours of the time the employee has reason to suspect that it has occurred. The responsibility to report is not relieved by simply notifying the administrator, intervention specialist/counselor. The employee is legally responsible for making the call.

The District encourages employees to co-report with the appropriate building administrator. In the absence of the administrator, the employee may co-report with the intervention specialist/counselor.

If the employee chooses, the administrator may make the phone call to Child Protective Services (CPS) as long as the employee is in the room and hears the report being made.

The District will provide training for new employees during new staff orientation and for continuing employees at least once every three (3) years.

Employees who report a school-related child abuse event directly to CPS will notify a building administrator or District level administrator of that action within forty-eight (48) hours after filing the report.

N. Health, Safety, Sound and Air Quality:

The District shall provide employees with work facilities that are clean with physical conditions that are hygienic and meet state and federal health and safety standards. This includes but is not limited to functioning toilets, running water, hot water, climate control, pest control, and does not apply to emergency situations.

If the temperature level in an employee's uncomfortable, the employee will inform their supervisor. The

employee and their supervisor will determine together whether a work order needs to be completed. The supervisor will complete a work order within five (5) business days if the employee and supervisor determine a work order is necessary. Furthermore, submitted pending and recently resolved work orders will be discussed at the monthly building safety meetings.

Employees have responsibility to report concerns related to health, safety, sound and air quality to the building administrator. The employee will complete the Health, Safety, Sound and Air Quality form and submit the form electronically to the lead custodian and copied to the administrator.

Employees will receive notification (email, phone, in person) prior to classroom applications designed to eliminate pests (fleas, rodents, etc.) outside of the employee's workday.

During state and school-wide mandated testing, the building administrator will work to eliminate all distractions outside the building (mowing, leaf blowing, etc.).

The District will communicate plans for air flow management and how state/federal recommendations are being met. The District intends to improve heating and cooling standards for classrooms over the long run to the best of their abilities.

O. Audio/Video Recordings:

When recordings of district schools, programs, meetings, etc. are produced during the workday, employees will be notified at least twenty-four (24) hours in advance.

Meetings with parents and employees will not be recorded without twenty-four (24) hours written notification to the employee unless the employee waives the twenty-four (24) hour notice by completing the District designated form. When such an arrangement has been made, the District will record the meeting using the same form of media. If requested by the employee, a copy will be provided by the District to the employee within seven (7) calendar days. The employee will have the right to Association representation at the meeting. If the meeting occurs during the student day, the Association will cover the cost of the substitute for the Association representative.

The District will enact reasonable rules/expectations for students that regulate the use of cell phones and other electronic devices capable of audio or video recording of the classroom.

Each site will develop a plan for cell phone use and electronic device storage prior to the end of the school year to be included in the subsequent faculty and student handbooks which will be available to all families and students on the District website by the first day of each school year.

P. YCS Yearly Survey:

Employees will have the opportunity to participate in a YCS Yearly survey to provide feedback to The District about certificated staff working conditions and relationships within each work site. Surveys will be consistent across work sites, and employees will have the opportunity to respond to the survey anonymously.

The District and Association will meet annually to contribute to the certificated portion of the survey. Questions on the survey will only be included with mutual agreement of both parties.

This survey will be conducted prior to June 1st each year. The District will provide Yelm Education Association with full survey data within five (5) working days of receiving the survey results from the third-party provider.

Q. Individual Identification Items:

The District has no immediate plans to initiate individual identification items at this time. Should the District proceed to develop a plan, the District will work collaboratively with the Association.

R. Building Budgets:

During a building meeting with all employees at the beginning of 2nd, 3rd, and 4th quarters (November, January, March), each building administrator will provide copies to and share with the employees the status of the general building budget classroom budgets, department budgets, building professional development funds, field trip budgets.

Classroom budgets will be equitably distributed.

The Business Office shall see that these reports are sent to each building administrator and Association building representatives during the first week of 2nd, 3rd and 4th quarters.

S. Emergency Closures/Plans:

In the event of district wide emergency closures, days will be made up in order to complete the one hundred eighty (180) day student calendar. Single site emergency closures will not extend the one hundred eighty (180) day student calendar, unless mandated by state law.

In the event of an emergency late start, employees will make an effort to get to school in accordance with building schedules but no later than the start of the student day. If an employee believes conditions are too hazardous to arrive safely at work, then the employee may utilize appropriate leave.

In the event of an emergency early closure, employees will be allowed to leave immediately following bus departure.

Building:

Emergency plans will be in place and distributed to staff by October 1st. The administrator and employees will review plans in August or no later than the last student day in September with opportunity for revision.

District:

In the event an emergency (e.g. lockdown, power outage) or natural disaster (e.g. earthquake, flooding, fire, volcanic eruption) occurs and an employee is required to stay beyond the contract workday the District and Association will meet within one (1) week of school resuming to review the list of employees to receive compensation.

In the event of an emergency/natural disaster, employees with minor children or other dependents will

be released from the incident by the administrator as soon as possible after students for whom they are responsible are either sheltered-in-place or supervised by another employee to confirm the safety of their dependents.

During emergencies, certificated staff asked to stay in-building beyond contracted hours will be compensated at their per diem rate. All attempts will be made to allow staff with family or safety obligations to leave as soon as possible, while retaining a safe and reasonable staff to student ratio.

The District will provide transportation to employees back to school sites to retrieve personal belongings/vehicles when employees are removed from their site due to an emergency, unless there are emergency conditions which exist that would prevent this from safely occurring.

T. Itinerant Personnel (including ESAs):

Building (Support within the Building):

The District will provide access to the following:

- A space to work.
- Locked storage.
- Access to a phone, or Itinerant Personnel working in more than one building may be provided access to an annual cell phone allowance of \$500 (five hundred) annually prorated monthly. Staff will provide supervisors with the cell phone number and will be accessible on it during their workday.
- Access to a computer.
- Private space to be used when dealing with confidential information including telehealth.

Every effort will be made to keep itinerant staff within the same building/facility/general area.

At the secondary level, employees who share a room will make every effort to leave the room while in use by another employee.

If adequate classroom or office space does not conform to the provisions of this contract, the affected staff member(s) will notify the building principal of their concerns and request a meeting with an Association representative and the Office of Student Support or Office of Student Learning administration.

District (Travel within the District):

The length of the workday will be the same as for all other employees.

Travel time will not infringe upon the thirty (30) minute duty free lunch or planning time for employees who are guaranteed daily scheduled planning time, and will be considered when scheduling an employee into more than one (1) building during the day.

Documented mileage will be reimbursed as per Article IV - L. Travel.

Prior to making schedule changes, the administrator of the building contemplating the change will consult with the administrator of the employee's second work site to discuss the impact on the employee. In the event of a schedule change or adjusted day schedule, it will be the responsibility of the building administrator changing/adjusting the schedule to provide coverage for the employee until

they arrive at the building.

On half day early releases, the employee will report to their primary work site unless the employee makes other arrangements with each building administrator.

The employee will attend faculty meetings at their primary work site unless the employee makes other arrangements with each building administrator.

When possible, the building schedules will provide planning time and lunch back-to-back to assist with the smooth transition from building to building.

U. Maintaining Certification:

Employees will maintain appropriate certification in their area of specialization and/or assignment. Failure to maintain appropriate certification may constitute grounds for termination of the employee's contract with the District.

V. National Board Certification:

In an effort to support employees seeking National Board Certification or Maintenance of Certification, the District will provide:

5. Meeting facilities for cohort groups as needed.
6. Access to video cameras and other equipment necessary to complete the requirements.
7. Paper supplies and copying necessary to complete the National Board portfolios.
8. Employees may utilize personal leave to participate in assessment/portfolio requirements without affecting the site threshold.

W. Out-of-District Students:

Students of employees who are out-of-district will be allowed to attend Yelm Community Schools consistent with RCW 28A.225.225. The District has in place policies and procedures to handle out-of-district students.

X. Long Distance Calling:

The Yelm Education Association and Yelm Community Schools recognize that communication with our families is not only an integral part of public education; it is also a professional responsibility of every educator.

Y. Grant Applications:

Employees applying for grants exceeding \$500 will confer with the appropriate administrator regarding the application.

ARTICLE V - EMPLOYEE RIGHTS AND RESPONSIBILITIES MONETARY

A. Length of Contract:

The total length of the regular employee's individual contract shall be one hundred eighty (180) days.

Employees new to the district, regardless of FTE, shall be required to work up to three (3) orientation days and will be paid at base daily rate of the Yelm K-12 Salary Allocation Schedule for Certificated Instructional Staff. Part of this orientation will include training on the instructional framework.

B. Professional Responsibility and Enrichment Days:

The District recognizes that certain tasks require additional time and cannot always be accomplished within the regular workday.

Professional Responsibility Days will be paid at employees' daily per diem rate and will be prorated for less than full time employees.

Professional Days (District Directed):

The equivalent of seven (7) days (52.5 hours) of district/building professional hours may be used for the following activities. Payment for these days will be submitted by roster.

District days 'a', 'b', 'c', 'd', and 'e' will be submitted by a building roster or individual time sheet in half day (3.75 hrs.) or full day (7.5 hrs.) increments based on building determination.

The following paid days will be available for all certificated employees, regardless of FTE.

- a. One (1) District directed day prior to the opening of school.
- b. Two (2) building directed days prior to the opening of school which may be used for staff meetings to address/review the following: Opening day/week schedule, calendar, staff handbook, School Improvement Plans/Strategic Planning, emergency plans, student discipline procedures, evaluation processes and other information as deemed appropriate by the building administrator.
- c. One (1) day prior to the opening of school for the start of school year preparation.
- d. One (1) day for conferences divided between the fall and the spring.
- e. Two (2) Additional days, one in October and one in March that will be used for certificated employee professional development, as directed by the administration.

Employee Responsibility Enrichment Days (Employee Directed):

The District recognizes that certain tasks are part of the professional responsibility of a certificated employee and cannot always be accomplished within the regular workday. Some examples include attending parent meetings, evaluating student work, providing additional support to students, parent contact, and planning student lessons.

Some of these additional responsibilities that fall outside of the regular workday can be considered enrichment beyond a student's basic education. Additional compensation for the tasks, that provide enrichment to a student or family's basic education experience, will be provided through a supplemental

contract equivalent to three (3) days (22.5 hours) provided that the work completed as part of this supplemental contract will make student learning more meaningful, substantial, and/or rewarding.

Responsibility compensation hours may be used for any of the following activities outside the seven and a half (7.5) hour workday:

1. Supporting student activities and/or community events.
2. Providing individual help to students.
3. Developing enrichment activities that support state standards.
4. Development of alternative assessments directed toward state standards.
5. Mentoring or peer coaching another employee outside any district mentor program.
6. Attending out of District workshops, in-services, classes, and professional conferences.
7. Collaboration with other staff members to support student growth and achievement.
8. Parent contact including but not limited to: phone calls, IEP and/or other meetings beyond the seven and a half (7.5) hour workday.
9. Familiarization with new curriculum.

Compensation for responsibility hours will be paid in twelve (12) equal installments throughout the school year. These hours will be documented via a supplemental contract.

C. Extended Days/Supplemental Contract:

Any employee who is asked and agrees to work beyond one hundred eighty (180) days shall receive additional compensation based on 1/180 of the employee's regular contracted salary for each day of the contract extension/supplemental contract.

Extended compensation/supplemental contract is designed for positions whose duties and responsibilities require time beyond the regular contract day and/or academic year, which is within the contracted year of September 1st and August 31st. Any of these positions that are not directly tied to a classroom assignment must be made available to all qualified employees when created or vacated. Written notification and rationale must be provided to an employee whose extended compensation/supplemental contract is revoked no later than June 30th of the preceding year. Written notification and rationale will be provided to an employee who is not selected for extended compensation/supplemental contract upon written request. A full list of positions and extended day compensation/supplemental contract rates is included in Appendix II.

Extended compensation will be prorated for all positions, except librarians and the Yelm Extension School counselor. These days will be utilized as agreed upon between the District and Association as some activities may occur throughout the school year.

Career & Technical Education (CTE) employees are eligible for compensation and advisor stipends paid from vocational funding, so long as there is no overlap of duties and/or pay. These positions include: Agriculture and Renewable Natural Resources, Business Education, Technology and Industry Education, Publishing, Automotive Education, Thespian, Marketing Education and Health Science Education employees.

D. Academic Intervention and Enrichment Activities:

The purpose and intent of this section is to financially compensate employees for providing academic

intervention and/or enrichment activities.

Time spent with students/parent activities must be outside of the contract day. Each building's committee of employees and a building administrator will direct its fiscal resources to support academic intervention and/or enrichment activities. All interested employees will have equal access to the funds. Employees will be limited to twenty (20) hours per request.

Hours to each site will be provided as follows:

- Elementary schools: 200 hours
- Middle Schools: 195 hours
- High Schools: 350 hours
- Alternative Schools: 66 hours

Compensation will be paid at the hourly rate of BA step 1 on the YCS K-12 salary schedule as recorded on a timesheet.

Fiscal resources are to be used for time driven, employee driven academic intervention and/or enrichment activities such as:

- Academic intervention activities to develop skill mastery through games and activities.
- Academic tutoring offered to groups of 4 or more.
- Parent nights using games and activities to bridge school and home.
- Enrichment activities that enhance the joy of learning.

Fiscal resources may not be used for parent contact or governance stipends. Hours are available to the site for that fiscal year only.

Academic intervention and enrichment applications will be submitted to the Human Resources Department on the designated form and will not be processed until approved by the building governance team, administrator and Association committee.

E. Class Coverage Stipend:

Employees may be assigned by the administrator to substitute for any employee in an emergency situation during the student day.

An emergency is defined as any unforeseen and unexpected situation in which pre-planning could not have relieved the consequences of the situation.

Emergency situations do not include the pre-arranged, scheduled absences of employees due to sports and/or activities, unless such absences are caused by make-up contests or if substitutes are not available from the Personnel Cooperative. The District will work to ensure regular substitutes for district events.

Class coverage rotation will follow the following steps in the event an outside substitute teacher does not take the job:

1. In-building substitutes, including long term substitutes (up to day 20) and emergency certificated substitutes who are not in-building paraeducators, will be assigned class coverage by the administrator or their designee.

2. Certificated employees may volunteer to cover classes. They must indicate their desire to volunteer no later than the first five minutes of the contract day.
3. In the event coverage is still needed, then Administrators or their designee will assign class coverage to certificated staff, based on an equitable rotating list of all certificated staff within the building.

All certificated staff will have a designated time for coverage that will be noted on the rotation list. A certificated staff member may not be assigned to cover more than once per day during their preparation period.

Employees who volunteer to cover will be moved to the bottom of the rotating list. Class coverage will not be assigned to ESA staff working in the building.

Specialists at elementary sites and special education employees will not have classes cancelled to assign that employee to class coverage when another option is available. These employees may volunteer to cover occasionally, but their primary position must take priority.

Non classroom teaching employees (such as counselors, Title/LAP, in-building coaches, athletic directors, etc.), with the exception of substitutes, will be assigned only for the equivalent of one (1) teaching period and will be paid one (1) hour at their per diem rate per day.

In the event of an emergency when a specialist needs class coverage and the general classroom employee keeps their class, the general classroom employee is then entitled to the class coverage stipend.

In the event that a classroom position goes unfilled and qualified non-teaching employees are unavailable to cover a class, the general classroom employee(s) will be directed to give up their planning time to provide class coverage.

If at the elementary level, employees choose to split an uncovered class to provide coverage they may not take on more than one student greater than half of the students in the uncovered class, and they will be compensated for coverage at a percentage of their per diem rate corresponding to the percentage of students taken in, per hour.

Employees who substitute during their preparation period will be paid one (1) hour at their per diem rate.

Employees who are asked to take on an additional instructional period during their regularly scheduled planning period for the duration of a semester or school year will receive a supplemental contract to provide compensation for an additional 0.2 FTE.

F. Curriculum Rate and Hourly Compensation:

The Curriculum rate is the hourly rate of BA step 1 on the YCS K-12 salary schedule.

Compensation at the curriculum rate may be offered for all work conducted outside the presence of students that is not actively related to teaching.

Hourly tasks actively related to teaching will be paid at an employee's per diem rate.

G. ESA National Board Certification:

An annual stipend of \$3000 (three thousand) will be provided to any audiologist, nurse, OT/PT, speech language pathologist or school psychologist who have achieved National Board Certification in their specific area of expertise. The annual stipend will be available while the National Board Certificate remains valid. This stipend will be paid in ten (10) equal payments November through August and prorated based on FTE if hired during the school year.

Verification will be provided to the Human Resource Office no later than October 1st to qualify for payment during the school year.

In the event that the legislature provides stipends for employees in these categories, this section will no longer apply.

Audiologist/Speech Language Pathologist	Certificate of Clinical Competence
Nurse	Natl. Certification of School Nursing
Occupational/Physical Therapist	Natl. Board Certification
School Psychologist	Natl. Certified School Psychologist

Should the Certificated National Board Certification stipend be discontinued or reduced, a corresponding change will be made to the ESA National Board Certification stipend.

H. School Leadership:

Department Head:

Yelm High School will receive \$400 (four hundred) per department as follows: English, Social Studies, Math, Science, Health & Fitness, World Language, Fine Arts, Special Education, CTE, and Yelm Extension School.

The department head will solely be responsible for:

- a. ordering supplies,
- b. managing department textbooks and
- c. overseeing the department budget.

The department head responsibilities do not include administrative duties.

Each department will nominate one (1) member to serve as department head. Final approval of the selected department head will be made by the building administrator. These positions will be compensated in one (1) payment in June.

School Governance:

The focus of the governance team is to develop school-wide processes that promote improving student achievement and student learning strategies, as well as addressing routine building concerns. The governance team representatives will be responsible for the following:

- 1. Attendance at monthly governance meetings outside the workday with administration.

2. Facilitation of meetings outside the workday with the group they represent.
3. Two-way communication that includes distributing agendas and minutes and soliciting input from the staff they represent.

The governance team responsibilities do not include duties such as:

1. curriculum alignment,
2. development/implementation of curriculum maps/pacing guides,
3. student placement, or
4. teaching assignments/schedules
5. MTSS topics

Each building's Association representative(s) will oversee the agreed upon process and election to determine the certificated representatives for the governance team and will also serve as the secretary of the governance team. The secretary will work with the building administrator and other members of the team in creating the agenda topics. Once the topics have been determined the secretary will provide the agenda to all team members.

Each elementary school will receive \$4900 (four thousand nine hundred) for seven (7) \$700 (seven hundred) governance stipends, each middle school will receive \$4900 (four thousand nine hundred) for seven (7) \$700 (seven hundred) governance stipends and the high school will receive \$7000 (seven thousand) for ten (10) \$700 (seven hundred) governance stipends. One (1) stipend from the high school is to be designated for the Yelm Extension School. If two employees choose to share the responsibility, or in buildings where there are two Association representatives, they will share a single stipend equally.

These positions will be compensated in one (1) payment in June.

MTSS Committee:

1. The MTSS Committee members cannot serve on the school governance team unless they are also elected to the governance team.
2. The MTSS Committee members will be paid at the per diem rate up to the quarter hour if the meetings occur outside of the contract day.

I. Stipend Payment:

All requests for stipend payments should be submitted to the appropriate person in each building within the payroll period they occur. Stipend payments may include district/building professional days, supervision duties, class coverages, professional development activities, other in-service activities and committee hours.

Requests older than sixty (60) calendar days from the time of occurrence will not be honored. Requests for payment for work during June must be submitted to the appropriate person in each building no later than the last week of June to be processed for payment in July.

Stipends provided by third parties for professional development or Association activities will flow through to members.

J. Summer School:

All openings for summer school positions are contingent upon student enrollment and availability of district funding, and shall be posted in each school building no later than May 15th. Currently contracted employees will have priority to summer school positions. If positions are unfilled by currently contracted employees, then they may be opened to any qualified applicants.

Summer school positions will be filled by the most senior, qualified applicants.

Only those applicants meeting state and federal requirements may teach core academic subjects. Applications must be submitted by the closing date of the postings. All applicants will be notified once all positions have been filled.

Employees shall be paid at their per diem rate for employees on contracts for the current September 1-August 31 academic year. Employees that will not be regular employees until the upcoming school year shall be paid at the applicable BA 1 rate. Once their appropriate rate has been determined, the District will pay these employees retroactively if appropriate.

K. Supervision Duties:

All supervision duties will be paid a minimum of \$30 (thirty) per hour and will be prorated at \$30 (thirty) per hour in fifteen (15) minute increments. Voluntary activities are non-compensated.

Elementary supervision duties include: music programs, District or Building mandated field trips, or any additional event where the employee is expected to attend by an administrator.

Secondary supervision duties include: performance events, athletic events, District or Building mandated field trips, graduation, or any additional event where the employee is expected to attend by an administrator.

- a. Supervision sign up lists (postings) will be emailed to employees covered under this Agreement prior to emailing other district employees.
- b. The Athletic Directors or supervising administrators will email open supervision postings to all employees covered under this Agreement. The email will be sent no later than fifteen (15) calendar days prior to the first scheduled event.
- c. The Athletic Directors or supervising administrator will email the remaining open positions no earlier than ten (10) calendar days prior to the first scheduled event.
- d. Responses to the posting must be made to the appropriate building Athletic Director or supervising administrator through email and positions will be filled in order sent. Some positions may require qualifications/experiences necessary to fulfill the position. Opportunities for specific training will be offered as available, with a goal of providing specialized training at least once every two (2) years.
- e. The Association may request a list of the filled positions, with time receipts.

Employees who do supervision duties will not be required to obtain a First Aid card.

L. Travel:

The District shall reimburse employees for the use of their personal transportation at the District approved rate. All use of such transportation shall be with prior knowledge and authorization of the

District.

M. Classroom and Workspace Relocation:

The District will make every effort to avoid relocation of employees after the first day of school. When an employee must move to a different classroom or workspace location every effort will be made to notify them at least two (2) weeks prior to when the final relocation must occur.

Employees will have access to moving assistance which includes boxes and labor to move boxes and equipment. Employees will be compensated for relocation up to one day (7.5 hours) at their per diem rate, as recorded on a timesheet. If the impacted employee is not notified at least two (2) weeks prior to when the final relocation must occur, they will be provided an additional day (7.5 hours) at their per diem rate, as recorded on a timesheet.

N. Open House:

The Yelm Education Association and Yelm Community Schools recognize that communication with our families is not only an integral part of public education; it is also a professional responsibility of every educator. To that end, each building will provide an opportunity for families to attend an open house or orientation event.

Staff at each site will be given an opportunity to provide input into the time, date, and structure of this event. Building administrators may use a portion of their building day prior to the first day of school to compensate employees for attending this event.

O. Mentor Program:

The Yelm Education Association and Yelm Community Schools recognize that all new employees need support when in their first year of teaching, or their first year in a new District. All employees new to Yelm Community Schools are eligible to participate in the Mentor Program.

All Mentors will be assigned from within the building by the administrator. Mentors must have received a proficient rating in Washington state teacher evaluation criteria and have an understanding of the Marzano Framework. If a mentor that meets the above criteria is not available, the administrator may use an employee from another building.

All Mentors and Mentees are eligible to participate in New Teacher Academy which will allow continued time for collaboration. New Teacher Academy will be paid hourly, at the curriculum rate as recorded on a roster.

All Mentor stipends will be paid out in May. The state is providing funds to support this effort, and this program will continue each year as long as state funding is available.

Mentor Program for Employees in Their First Year of Teaching:

Employees in their first year of teaching will be assigned a mentor for the entire year.

Mentors for employees in their first year of teaching must have at least three (3) years of relevant

experience, a willingness and capacity to work with their assigned employee one (1) to two (2) hours per week to plan, reflect, observe, and provide feedback. All decisions about the use of hours spent to plan, reflect, observe, and provide feedback will be determined collaboratively between mentor and mentee only. Mentors of first year teachers will also be responsible for completing the three-day OSPI Mentor Academy, which will be used to guide their work.

If the District requires mentors to attend OSPI Mentor training, the employee will be compensated at the curriculum rate.

Mentors for employees in their first year of teaching will have access to release time to attend the required OSPI Mentor Academy. In addition, Mentors and Mentees may each use up to two (2) full days of leave for the purpose of collaboration or observations. This leave can be used in half-day or full day increments.

Mentors for employees in their first year of teaching will be paid a supplemental contract of \$1100 (one thousand one hundred) per school year for this responsibility. The stipend will be prorated based upon the new employee's FTE.

Mentor Program for Employees in Their Second Year of Teaching:

Employees in their second year of teaching will be offered a mentor for the entire year.

Mentors for employees in their second year of teaching must have at least three (3) years of relevant experience, a willingness and capacity to work with their assigned employee two (2) to four (4) hours per month to plan, reflect, observe, and provide feedback. All decisions about the use of hours spent to plan, reflect, observe, and provide feedback will be determined collaboratively between mentor and mentee only. Mentors of second year teachers will also be responsible for completing the three-day OSPI Mentor Academy, which will be used to guide their work.

Mentors for employees in their second year of teaching will have access to release time to attend the required OSPI Mentor Academy. In addition, Mentors and Mentees may each use up to one (1) full day of leave for the purpose of collaboration or observations. This leave can be used in half-day or full day increments. Mentors for employees in their second year of teaching will be paid a supplemental contract of \$500 (five hundred) per school year for this responsibility. This stipend will be prorated based upon the new employees FTE.

Mentor Program for Employees with Teaching Experience in Their First Year of Teaching in Yelm Community Schools:

Employees with teaching experience in their first year of teaching in Yelm Community Schools will be offered a mentor for the entire year. Mentors for employees with teaching experience in their first year of teaching in Yelm Community Schools must have at least three (3) years of building experience and a willingness to provide support to the new employee as they integrate into a new climate and culture.

Mentors for employees with teaching experience in their first year of teaching in Yelm Community Schools will have access to release time to attend the optional OSPI Mentor Academy if they elect to attend. Mentors and Mentees may each use up to one (1) full day of leave for the purpose of collaboration or observations. This leave can be used in half-day or full day increments.

Mentors for employees with teaching experience in their first year of teaching in Yelm Community Schools will be paid a supplemental contract of \$300 (three hundred) per school year for this responsibility. The stipend will be prorated based upon the new employee's FTE.

ARTICLE VI - INSTRUCTION

It is recognized that the ability of students to progress and mature academically is a combined result of home, economic/social environments and school experiences, and that educators alone are not solely responsible for a student's academic achievement.

The District and Association will work with students, parents and community members to help each student meet performance expectations and achieve their full learning potential.

A. Academic Freedom:

It is hereby recognized that educators have academic freedom rights. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students. Each educator has a responsibility as a scholar in an applied field. This responsibility includes being accountable to the pursuit of knowledge, the teaching-learning process, evidence and openness of inquiry. Use of a resource speaker should be referred to the administrator for decision at least two (2) weeks prior to the speaker's anticipated scheduled event. The administrator will provide the employee a written decision within five (5) working days.

These rights of the educator are not unlimited but are conditioned by the legitimate purpose of instruction, by accepted community standards, by professional ethics, by the proper balancing of conflicting points of view, by the age and maturity of the students and the right of the Board to determine the curriculum consistent with state law and Board policy.

Mechanical or electronic devices will not be installed/utilized in the classroom/workstation to observe or place under surveillance any employee without their knowledge and consent.

B. Class Size:

The District and the Association mutually agree that a lower student-to-teacher ratio improves the quality of education for students. The District will make every reasonable effort to reduce the student-to-teacher ratio when possible, while reflecting the needs of individual schools and classrooms.

Class Size Overage Trigger Numbers:

<u>Grade Level</u>	<u>Per Class</u>	<u>Total Student Number</u>
Kindergarten:	23	N/A
1st Grade:	24	N/A
2nd Grade:	24	N/A
3rd Grade:	26	N/A
4th Grade:	27	N/A
5th Grade:	28	N/A
K-2 Split:	24	N/A

3-5 Split:	24	N/A
Elementary Specialists:	Match Grade Level Triggers*	N/A
Secondary Core:	28	140
Secondary Elective:	29	145
10-12 YES:	N/A	29 in caseload

*Trigger numbers for Elementary Specialists will match Grade Level per class.

Total Student Numbers are prorated, based on teaching five out of six periods.

A Core class is defined as English, Math, Social Studies and Science.

If the YES program changes to teaching five out of six periods it will be considered a Secondary program.

Class Size Overage Relief Action:

Elementary employees, excluding Specialists, will receive \$12.00 per student per day when they meet their overage number.

Secondary employees and Elementary Specialists will receive \$2.50 per student per day when they meet either overage number. Only one trigger number will apply on any day; the affected employee will receive the higher paying of the two options.

Overage issues may be resolved by alternative means, such as providing release time, transferring students, or providing support such as paraeducator time; these resolutions must be agreed upon mutually by the affected employee and the building administrator.

Overages will not apply to any class if the educator volunteers in writing to exceed these numbers for the benefit of the program. In this case, when the class reaches 45 (forty-five) students the administrator and employee will meet to discuss and mutually agree to available relief options.

Elementary Band, Secondary Band and Choir programs will only receive overage pay for a maximum of 15 (fifteen) students above trigger either in total students or in a single class.

Yelm Extension School

If a Yelm Extension School certificated staff member exceeds their caseload of 29 students by one student for five (5) or more working days, the affected employee and the building administrator will meet to decide on the most appropriate relief action from the list below. When caseload is exceeded by an additional two (2) students for five (5) or more working days, the affected employee and the building administrator will meet to decide on a second relief action.

Relief Action will occur at the first and second trigger numbers and may include:

- a. Release time in half days (3.75hrs) or full day (7.5hrs) increments for the affected employee.
- b. Transfer of students
- c. Allocation of paraeducator time – time to be mutually agreed upon by administrator and

employee

- d. Stipend: \$250 (two hundred fifty) per month if the employee meets first trigger or \$500 (five hundred) per month if the employee meets the first and then second trigger

Class Size Committee:

Any employee who feels that their class size is negatively affecting the quality of education services should bring their concerns to their Building Administrator. If the affected employee does not feel that solutions have been provided, a Class Size Committee shall be formed.

The Class Size Committee shall consist of four (4) members. Two (2) members and one (1) alternate shall be administrators and appointed by the Superintendent. Two (2) members and one (1) alternate shall be members of Yelm Education Association and be appointed by the President of the Association.

The function of the Class Size Committee shall be to determine the most appropriate action to improve education in the affected classroom.

If agreement on the action is not reached within five (5) working days, recommendations of the Committee shall be forwarded in writing to the Superintendent who shall notify the claimant, the Association and members of the Class Size Committee of his action on such recommendations within five (5) working days.

C. Planning Time:

Planning time shall be used to design, plan, prepare, assess and support student learning activities, and to communicate with colleagues and parents.

Each building's master schedule should give the same amount of planning time to each employee. Planning time will be prorated for less than 1.0 FTE employees.

In buildings with period schedules, each employee will be given one (1) full period per day for planning/preparation. During this time, additional duties/meetings will not be assigned, except in an emergency.

In buildings without period schedules, employees, including specialists, will be provided forty (40) minutes of continuous planning/preparation time daily within the student day. During this time, additional building duties/meetings will not be assigned, except in an emergency.

Starting in the 2026-2027 school year, in buildings without period schedules, employees, including specialists, will be provided at least forty-five (45) minutes of continuous planning/preparation time daily within the student day. During this time, additional building duties/meetings will not be assigned, except in an emergency.

In buildings without period schedules when specialist positions have open sections, each specialist will be assigned during that open section to an additional building responsibility (ex. - monitor students removed from class, provide a study hall, offer additional sections for split classes, provide instructional support, etc.).

The specialist and recess schedules will be developed by the administrator with the input of the employees and are subject to change each year.

During half-days and any other adjusted day or schedule, each building administrator will implement schedules that include equitable loss of planning.

These schedules shall be provided to employees prior to the start of the school year. In the event that an adjusted schedule must be created after the start of the school year for the purpose of holding a school wide activity or event, every effort will be made to provide employees with the changed schedule at least 5 (five) school days in advance in order for the change to occur.

In order to benefit students, staff, and families the District will make every effort to maintain consistent building schedules.

D. Advisory/Homeroom/Intervention:

Advisory/Homeroom, and Intervention are not classes, but roll taking may be required. As such, enrollment in Advisory, Homeroom, or Intervention will not count toward class size or be considered an additional class. Employees will not be responsible for assigning grades.

Advisory/Homeroom time activities will not be used as the setting to assign students assignments for other curricular departments/content areas where the assignment would be submitted. This exclusion does not apply to student course registration materials.

In buildings that use an advisory, homeroom or intervention model, all employees who work on the period schedule will be responsible for a group of students. Employees will provide input into the formation of intervention groups when necessary, but will not be responsible for creating master schedules for advisory or intervention groups.

During intervention time all employees will be available to assist students needing additional support or additional study time for those not needing assistance.

The building administrator and employees will collaborate to develop a written plan/process.

Curriculum for Advisory/Homeroom shall be provided at least one week in advance.

Middle School:

1. Model A:
 - a. Advisory/Homeroom ten (10) minutes four (4) days/week thirty (30) minutes one (1) day/week
 - b. Intervention up to eighty (80) minutes per week built into class periods
2. Model B:
 - a. Advisory/Homeroom ten (10) minutes four (4) days/week thirty (30) minutes one (1) day/week
 - b. Intervention up to eighty (80) minutes per week combined with Advisory period
 - c. This does not include transition time.
3. This time shall not exceed a combined one hundred fifty (150) minutes in any week.

High School:

1. Advisory/Homeroom/Intervention time will not be used for typical counseling department responsibilities, which would require specialized knowledge such as reviewing transcripts, credit checks, monitoring progress toward graduation and class/course equivalency checks.
2. Advisory/Homeroom/Intervention time may be used for students to work on the High School and Beyond Plan.
 - a. Employees may be asked to assist students with this work during Advisory/homeroom/intervention time.
 - b. Employees will check off completed components of the plan but will not be responsible for the evaluation of the components.
3. This time shall not exceed sixty (60) minutes per week.

E. Student Discipline:

Employees shall maintain good order and a suitable environment for learning in their classroom at all times. In the maintenance of a suitable learning environment, acceptable behavior shall be expected of all students who attend school in the district. Discipline shall be enforced reasonably, fairly and consistently among all students. Employees have the right to take appropriate action to assure proper classroom atmosphere consistent with laws, regulations, district policy, student rights, responsibilities and due process.

Each spring in preparation for the following year and updated as needed, a building committee made up of the administrator and the employees will research, develop and provide for a staff in-service training on governmental laws, as well as District rules and regulations pertaining to student discipline. Additionally, these committees in each building will be responsible for developing and publishing written guidelines on student discipline, consistent with District policy. Each building's guidelines will have a plan for student discipline and the removal of students from the classroom for period/class/activity. The student discipline guidelines will be available to all families and student on the District website by the first day of each school year.

Employees shall supervise and attend to student misbehavior whenever it occurs in their presence in the classrooms, hallways, cafeterias, washrooms, grounds or at extracurricular activities when assigned.

Emergency Removal and Classroom Exclusions

In cases of misconduct, when the usual means of correction are not sufficient, employees will call their front office to request building administrator/security to remove student(s) to the building administrator for further discipline and/or intervention. Student discipline shall not be delegated to certificated employees, nor shall certificated employees be expected or required to monitor students who have been excluded from a class or activity without the consent of the certificated employee.

In the case of an emergency or substantial disruption to the educational environment, students may be removed from the classroom or activity at the discretion of the employee. In the case of a substantial disruption, the employee must have attempted an alternative form of corrective action prior to removal.

The student may be excluded for up to two days following the incident or until the principal – or their designee – and teacher have conferred, whichever occurs first. In no case may an excluded student be returned for the balance of a period/class/activity without the consent of the employee or up to the following two days, or until the principal or designee and the teacher have conferred.

For the purposes of this section, confer shall mean a meeting where the teacher and principal agree to discuss the students' conduct and support and consequences for future behaviors. This meeting should be held at a time that minimizes disruption to whole group instruction.

Building administrators will communicate follow up actions within five (5) working days to the referring employee(s).

Before readmittance to class following a suspension that lasts more than two days, there may be, at the option of the employee, be a conference between the student, parent or guardian (if available and willing), administrator and the employee specifying the future behavior expectations of the student. This conference may include the development of a behavior contract.

The employee has the responsibility to provide the administrator with information that would help them take proper action in each case. In all cases, exclusion/return decisions will be made in accordance with RCW 28A.600.020.

When an employee deems it necessary, they may recommend corrective action or discipline to an administrator and the administrator shall consider such recommendation in determining what, if any, action shall be taken. If the administrator does not concur with the employee's recommendation, the employee, upon request, shall be informed of the reasons in writing within three (3) school days.

All students are subject to emergency removal. The emergency removal may be from a period/class/activity. The basis for such emergency removal is determined by the employee or administrator having good and sufficient reason to believe the student's presence poses an immediate and continuing danger to the student, other students, or school personnel or an immediate and continuing threat of substantial disruption of the period/class/activity, or educational process of the student's school. Following emergency removal of a special education student, the discipline procedures for special education students will be employed to deal with the situation.

All student discipline/informational reports will be recorded by the employee in the District-adopted student information system.

F. Assessments:

The District and Association recognize that assessing student growth provides valuable information for the District and for employees. It is also recognized that measurement of student growth is a recognized part of the classroom teacher evaluation system.

1. District Assessments refer to the assessment program adopted at the district level through the office of Student Learning.
 - a. Benchmark assessments will be given up to three (3) times per year with a District designated online program.
 - b. New curriculum will be adopted with accompanying embedded assessments if such

- assessments are available and appropriate.
- c. During the testing window, the District will ensure that grade levels taking state assessments complete the state assessments prior to the benchmark assessments.
2. Classroom Based Assessments refer to the assessments employees administer as part of his or her regular progress monitoring within a grade level, subject, or school.
 - a. Assessment data will be used by grade level building teams to positively impact student growth.
 - b. Assessment data collected by grade level building teams through embedded assessments within a particular curriculum will be available to the administration upon request.
 - c. School data will be shared with the administrator during the District PLC for school improvement planning. Team or individual data may be discussed as part of PLC, in grade level team meetings, or one-on-one with employees as deemed appropriate.

WA KIDS

Employees required to administer WA Kids will be provided the following supports:

1. The first three (3) student days of each school year shall be used to hold conferences with parents/guardians and their child.
2. Kindergarten teachers will be provided two days of release time to complete work related to WA Kids, including data entry and data collection.

G. Gradebook Programs:

The District will implement a designated K-12 online gradebook system. PreK-5 teachers will use the district gradebook for summative grades, at a minimum. Teachers in grades 6-12, including Yelm Extension School, will utilize the district gradebook for both formative and summative grades. The District will provide ongoing support and resources for the designated gradebook system. Prior to any changes to the district gradebook, the District and the Association will collaborate to ensure that adequate training and support are provided.

H. Student Rostering:

Balancing academics, advanced academics, behavior, gender, special education and Title/LAP status will be considered when scheduling students. Employees will receive class lists at least one (1) week prior to parent notification.

Employees will have the opportunity to provide input/discuss rostering of students prior to the end of the previous school year. They may request an opportunity to discuss rostering concerns in the first ten (10) days of each quarter and/or schedule change. Student rostering discussions will include input or participation from all relevant employees, including ESAs, counselors, teachers, and case managers.

New Students:

Employees, in order to fulfill their responsibilities in the classroom, need adequate time to prepare for a new student.

If a student is added 10 school days or less prior to the end of a grading term, the students' transfer grade will stand or to be determined to be an incomplete. Employees will not be asked to assign

grades/grade reports for students who have been in their class for 10 school days or less.

Elementary:

Employees will receive written notification of a new student on the day the student is registered and/or the decision to move the student into another class. The employee will have the following student day to gather instructional materials and prepare class materials for the new student.

At the elementary sites, the employee may choose to have the new student begin the following day after contacting the parent.

Secondary:

Employees will receive written notification of a new student on the day the student is registered and/or the decision to move the student into another class. The employee will have the following student day to gather instructional materials and prepare class materials for the new student.

Secondary sites will develop a process for allowing schedule changes after the first ten (10) days of each quarter. The process will address moving students due to academic, behavioral and/or peer relations.

I. Instructional Coaches:

An Instructional Coach will be entitled to all contractual rights and economic provisions of this Agreement.

Instructional Coaches will be required to assist with substitute coverage at least twice per calendar month.

Instructional Coach positions will be posted as new positions in accordance with Article IX .

1. Instructional coaches will be evaluated annually.
2. If the employee receives an unsatisfactory evaluation, the District will provide an employee assistance plan.
3. If the employee receives two unsatisfactory evaluations, the employee may apply for open positions in the District, but is not guaranteed a position.
4. An instructional coach is a colleague and any information gathered while assisting another employee is confidential and will not be used/discussed in any part of the employee's evaluation.
5. An instructional coach position will not reduce the annual school certificated staffing allocation.

J. Professional Development:

An effective professional development program is necessary to provide continuing opportunities for professional growth. Professional development enables individuals and groups to improve instructional capabilities in ways that increase student performance and success.

Professional development will:

1. Focus on individual, collegial and organizational improvement.
2. Respect and nurture the intellectual capacity of the employees who are the experts in their field.
3. Reflect the best available research and practice in teaching and learning.

4. Be planned collaboratively by representatives who will participate and facilitate development whenever possible.
5. Be evaluated on the basis of its impact on student learning and performance.
6. Expand the teaching skills of employees to improve student learning.
7. Promote continuous inquiry and improvement embedded in the daily life of school.
8. Enable employees to develop further expertise in subject content, student learning strategies, instructional practices, use of technology and other elements to promote student learning to higher levels.

Professional development activities may include, but not be limited to the following areas:

1. Professional learning communities around effective instructional practices, literature groups, review of student progress, etc.
2. Classroom observation and visitation. Each classroom employee may request one
3. (1) day per year for visitations/observations in other buildings for the purpose of instructional improvement.
4. Workshops and classes.
5. Consultant and material assistance for employees involved in curriculum innovation.
6. Study on a subject that is consistent with student learning goals or pertains to the employee's current or expected assignment.

The District will offer at least thirty (30) clock hours through in-service and/or workshops each year.

In addition, the District may offer at least ten (10) clock hours for specialists and special education employees.

Each in-service and/or workshop will have an evaluation form for employee feedback. To earn clock hours, evaluation form must be completed by the employee within the stated time frame.

The purpose of Professional Development activities is to provide continuing opportunities for professional growth. Professional Development may include employee proposed activities through their building principal and/or through the Office of Student Learning. Upon approval, such options can be submitted for verification.

Professional development proposals by employees will be in addition to the District's professional development. If approved, these offerings will occur during the school year.

For a new class, the trainer will receive two (2) hours of prep time prior to the in-service at the curriculum rate, for each one (1) hour of class time.

For a repeat class, the trainer will receive one (1) hour of prep time prior to the in-service at the curriculum rate, for each one (1) hour of class time.

Opportunities will be offered to employees through curriculum adoptions, district in-service and workshops, and notification of workshops and classes available through the local ESD or surrounding districts.

Employees will be offered training associated with new curriculum, when available. The District will make every effort to provide employees all available teacher components of new curriculum prior to the end of the school year. Implementation of any new curriculum will begin in September.

The District's professional development program will have input from employees and at least two YEA-selected representatives.

K. Professional Learning Communities:

The purpose of a Professional Learning Community (PLC) is to improve student learning and achievement with the use of common formative assessment data that align to District-adopted learning standards.

PLC collaboration time will be made available as per the District calendar employees to work together in a collaborative environment on a regular basis on PLC activities. Collaborative groups may include but are not limited to team, grade level, subject area, department and instructional support.

The sixty (60) continuous uninterrupted minutes of PLC collaboration time will be for group collaboration, which may include but are not limited to team, grade level, subject area, department and instructional support. PLC teams will meet in a location within the building and inform their direct supervisor the location for each scheduled meeting. In the event that a PLC meeting must change location, every effort will be made to inform the office of where the meeting will be taking place.

The content of PLC meetings is determined by the PLC Team. The role of the building/site administrator is to monitor the process and to provide feedback regarding the effectiveness and efficacy of the teamwork/collaboration.

Every fourth (4th) PLC time will be devoted to full faculty work on each school's individual school improvement plan. The principal and/or building leadership team will facilitate this meeting. A calendar or schedule will be distributed to staff prior to the first PLC meeting of the school year and building administrators will adhere to the schedule.

The goals for student achievement will be created collaboratively by each PLC with guidance from their administrator, if needed.

For buildings designated by the state as Tier II or Tier III, all building/PLC goals are subject to district/state approval.

PLC work focuses on the following questions reflecting priority learning standards for students:

1. Where are we going?
2. Where are we now?
3. How do we move learning forward?
4. What did we learn today?
5. Who benefited and who did not benefit?

All employees are expected to attend their PLC regularly. However, an employee will not be assigned/directed to participate in more than one (1) PLC group at any given time.

In instances where a PLC group is composed of employees across building sites with differences in contract start times, employees shall work with their administrator to shift their contracted start and end times to allow for attendance at PLCs during their contracted workday. In the event that a shift in

schedule cannot be made, employees will be compensated at their per diem rate for their time outside of the contract day, as recorded on a timesheet.

Employees teaching more than one (1) content area or with multiple work assignments will make every effort to stay informed of the status of the ongoing work in the other parts of the assignment. PLC teams will communicate with absent colleagues.

Specialists, itinerants and others will choose one PLC group that corresponds with the employee's current assignment at the site or at a district level (ex. - Specialists K-5, 6-12).

The District and the Association will review the process/progress and calendar of the PLC time each year to collaboratively recommend any needed changes.

L. School Improvement Plan:

In coordination with school board goals, the administrator and building employees will develop, review/revise during first quarter, monitor and adjust during the school year and evaluate during fourth quarter the school improvement plan. The school improvement plan will be distributed in the first quarter but no later than the last student day of October to the building employees.

M. Workstation Visitations:

The District and employees recognize that frequent or unannounced interruptions can be detrimental to the educational process. To facilitate visits with the least interruption to the learning process, the following guidelines are established:

1. All visitors to a classroom shall obtain prior approval from the administrator after consulting with the employee.
2. The administrator in consultation with the employee will arrange an acceptable time for the classroom visit and at the request of the employee; the administrator will be in attendance.
3. The administrator will inform the visitor that the employee is entitled to a copy of any notes made during the visitation prior to allowing the visitation to occur.
4. Employees shall have twenty-four (24) hour notice prior to the visitation and shall have the opportunity to confer with work station visitors both before and after the visitation.

If in the opinion of the employee, after consultation with the administrator, the planned visitation would be disruptive, the employee may determine that such visitation shall not take place. This section does not apply to District employees visiting classrooms pursuant to their role with the District.

N. Workspace Materials

Prior to materials being removed from an employee's workspace, the employee's direct supervisor will have a conversation with the employee which will include the reason that the materials need to be removed from the workspace. The supervisor will document the conversation in writing.

ARTICLE VII - SPECIAL EDUCATION

A. Responsibilities:

All special education students are the mutual responsibility of both special education and general education employees. Ensuring accommodations to special education students is a mutual responsibility. All employees will work cooperatively to provide the most effective program possible for each student. Whenever it is appropriate for the academic needs of the student, core curriculum will be provided to the employees.

All new, vacant and program transfer special education positions will be posted in accordance with district personnel procedures.

Each year that qualified ESA applicants are not found, the District will contract with an appropriate agency to provide the required services. The District and the Association will meet and mutually share in the decision prior to the position being filled with a personal service contract for the remainder of the school year.

Short-term consultation for a specific student or condition will remain unaffected by this Agreement.

B. For Special Education and General Education Employees:

A Special Education Procedures Manual that includes pre-referral and continuum of services will be provided to each special education employee, administrator and building site. Updates will be provided as available.

The Director of the Office of Student Support or their designee will assist in special education employee evaluations when requested by the employee.

Understanding that individual student needs may impact determination of class placement, every effort will be made to equitably distribute special education students to employees.

Special education employees will be offered training provided by Special Education on special education law, testing accommodations, basic IEP administration, IEP team participation and discipline as it relates to special education students on an annual basis, and throughout the year. When these trainings take place outside of the contract day, special education employees will be compensated at the curriculum rate to the nearest quarter hour.

At the start of the school year, general education employees, including building counselors, will be offered training on special education law, 504 plans, IEP team participation and discipline as it relates to special education students. Training will be offered with both special education and general education employees present. When these trainings take place outside of the contract day, employees will be compensated at the curriculum rate to the nearest quarter hour.

General education employees who serve special education students are considered part of the IEP team and are required to participate in all IEP meetings in accordance with WAC 392-172A-03095 and WAC 392-172A-03100 for students in their classes. When these meetings occur outside of the regular contract day, employees will be compensated at curriculum rate to the nearest quarter hour.

General education employees will have input into the nature and degree of accommodations to be made in general education classes for their special education students. This input will occur prior to and/or during meetings of the IEP team. All modifications of grades will be discussed at the earliest opportunity and agreed upon with the input of general education employees during their students' IEP meetings. All employees working with special education students will have access to a current copy of the IEP for each student in their classroom and are responsible for implementing the

accommodations/modifications from the IEP.

Employees will ensure that the IEP documents will be maintained as confidential and store them appropriately.

General education employees shall have access to specialized training, when determined as appropriate by the IEP team and a special services administrator, to accommodate special education students in their classes when there are classroom/grading/support accommodations/modifications listed on the IEP. This training may be provided internally or from outside the district and will be funded through special education.

General education employees may consult with special education employees or request the IEP team to reconvene to consider the program of any special education student whose planned accommodations or services are inadequate or ineffective for classroom success.

Current case managers will prepare Extended School Year (ESY) materials for the coming ESY summer program. Training in preparation for ESY will be provided in advance.

On an annual basis, the district will offer behavior support training for staff.

All special education teachers will have access to curriculum and technology to meet the needs of the students they serve.

If training or special materials are needed, including assistive devices/ curriculum/ specialized equipment/supplies for special education students in general education classrooms, they will be provided by the Office of Student Support as approved by a Student Support administrator.

C. Curriculum:

All special education programs will have access to curriculum/instructional materials that meet the needs of the students that are being served within the class and/or program.

Curriculum/Instructional materials will follow the School Board policy for curriculum adoption. Current curriculum/instructional materials will be replaced as new revisions with substantive changes are made available.

In the event that District resources do not allow for the purchase of the recommended Special Education curriculum/instructional materials, the District and Association will meet and prioritize the Special Education curriculum/materials that will be required.

D. Caseload:

In an effort to determine the most appropriate distribution of work across caseloads, a site based caseload meeting with special education teachers and administration may be requested to ensure that caseloads are distributed reasonably among Special Education employees in accordance with student IEPs.

For certificated special education teachers, caseloads are based on the number of current and compliant IEPs per 1.0 FTE, regardless of the portion of FTE paid by special education. Partial FTEs will be prorated.

At the secondary level an embedded support provider may be scheduled to provide up to 5 (five) periods of support to students with IEPs embedded into the student's existing daily schedule. A non-

instructional case manager may provide up to 1 (one) period of embedded support to students daily within their caseload.

Case Load Triggers:

If the cumulative total is surpassed for five (5) or more working days, the affected employee, their direct supervisor and the Assistant Director of Office of Student Support or their designee will meet to decide on the most appropriate relief action for each trigger.

If an IEP is deemed non compliant due to an incomplete re-evaluation, or due to circumstances outside of the employee’s control then the IEP will count when determining relief action as long as the IEP remains current and in effect.

When a caseload exceeds the third trigger, then the employee may meet with their direct supervisor and the Director of Student Support or designee to discuss next steps, which may include hiring additional qualified staff, as determined by the District.

Student Support Programs	1st Trigger	2nd Trigger	3rd Trigger
TITLE/LAP Provider	120	130	140
Non-Instructional Case Manager	70	75	80
Resource Type Program Provider	27	29	34

For a resource program that operates on a period schedule, the total daily combined class sizes shall not exceed one hundred fifteen (115) students regardless of whether the students are on an employee’s caseload.

Special Programs	1st Trigger	2nd Trigger
Developmental Preschool	24	26
Program Size for Combined Preschool (IEPs and Non-IEPs)	30 Combined	34 Combined
SITE, FLC, CLC, SLC, SELF	14	16

*The developmental preschool trigger applies to caseload at a ratio of 7:8 (seven(7) students with IEPs for every night eight (8) general education non-IEP students). Every effort will be made to keep the IEP placements balanced across sessions (am/pm). When the number per day is over thirty (30) total students, and/or meets the caseload trigger, the certificated teacher is eligible for relief action.

Caseload Relief:

If a caseload trigger of current and compliant IEPs is reached for five (5) or more working days, the affected employee and the Assistant Director of Office of Student Support or their designee will meet to decide on the most appropriate relief action for each trigger.

Relief Action for students over caseload may include at the employee’s discretion, either:

1. Release time in half day (3.75 hrs.) or full day (7.5 hrs.)
2. Stipend: \$375 (three hundred seventy-five)

Additionally, relief action for students over caseload may be determined by the Director of Offices of Student Support as follows:

1. Transfer of students
2. Allocation of paraeducator time-time to be mutually agreed upon by administrator and employee.
3. Addition of an employee

When a caseload exceeds the third trigger, then the employee may meet with their direct supervisor and the Director of Student Support or their designee to discuss next steps, which may include hiring additional qualified staff, as determined by the district.

In the event an additional FTE is hired, bringing the caseload under triggers, the relief actions will discontinue.

Modifications to the current/traditional caseload model may be made through the mutual agreement of the District and the Association.

When an employee has a student with emergent needs that are a danger to the health or safety of themselves or others, and who has received services for more than fifteen (15) working days, the affected employee will meet with an Association representative, the building administrator and the Office of Student Support Director or designee to decide on the most appropriate course of action.

If caseload concerns negatively affect the quality of service provided to students, the affected staff member(s) will request a meeting with an Association representative and the Office of Student Support Director or designee.

E. Educational Service Associates:

Staffing Ratios:

Educational Service Associates (ESA) include certificated school psychologists, nurses, occupational therapists, physical therapists, and speech language pathologists.

The district will make every effort to staff each of these positions according to the ratios recommended by the corresponding National Association:

- School Psychologist positions at a ratio of 1:750 students in the district or major fraction thereof.
- Speech Language Pathologist positions at a ratio of 1:750 students in the district or major fraction thereof.
- Nurse positions at a ratio of 1:1500 students in the district or major fraction thereof.
- OT/PT positions at a ratio of 1:1500 students in the district or major fraction thereof.

Caseload and Relief Action Triggers:

If the cumulative total is surpassed for five (5) or more working days, the affected employee, their direct supervisor and the Assistant Director of Office of Student Support or their designee will meet to decide on the most appropriate relief action for each trigger.

The caseload triggers for will be determined by the list below.

ESA	Caseloads	Relief Triggers		
		1 st	2 nd	Additional Trigger
District Psychologists	See Article VII Section H			
Nurse	150 Health Plans*	150	160	every 10 beyond 2nd trigger

Speech Language Pathologist	50 IEPs	50	54	every 8 beyond 2nd trigger
Occupational Therapist	40 IEPs	40	43	every 6 beyond 2nd trigger
Physical Therapist	40 IEPs	40	43	every 6 beyond 2nd trigger

*Health Plans will be uploaded to IEP Online Database for tracking and distribution. Nurses will utilize the given format for districtwide consistency.

Relief Actions:

Office of Student Support reserves the right to transfer students to another ESA to balance caseloads prior to counting caseload triggers.

The following will be available to ESA staff once the above trigger number is reached:

- Stipend of three hundred seventy-five (\$375) per month.

In the event an additional FTE is hired, the relief actions will discontinue.

For ESA staff serving as less than 1.0 FTE, caseload numbers and triggers will be proportionate to their actual FTE assignment.

ESA Caseload, excluding District Psychologists:

Caseloads may include a combination of related, direct, and supplemental services. Students receiving only Supplementary Aids and Services will not be counted in caseload numbers.

Office of Student Support will assign ESAs to ensure equal distribution of caseloads. Consideration will be given to the number of programs to be served at individual buildings as well as the variety of programs.

The District recognizes that Nurses may have input in assignments to best meet the needs and safety of students. Nurses may request to meet with administration to discuss assignments as needed.

The District will take active steps toward filling vacant ESA positions, including the hiring of remote only contract employees.

In order to attract and retain qualified certificated support service specialists, OTs, PTs, SLPs and School Psychologists shall receive a one-time \$2000 stipend at the time of hiring.

F. Special Education Advisory Committee:

The Special Education Advisory Committee will be limited to the Director of the Office of Student Support or designee, the YEA Special Education Committee Chair, two (2) building administrators (one (1) from an elementary and one (1) from a secondary building) one (1) representative from each building level (Elementary, Middle School, High School), and an ESA.

This committee will meet at the request of either party but at least once per semester. The members of the committee may mutually agree to the meeting schedule. An agenda will be set by the Director of the Office of Student Support or designee and the YEA Special Education Committee Chair serving as recorder forty-eight (48) hours prior to the meeting and mutually agreed upon minutes will be electronically distributed within twenty-four (24) hours to all committee members.

Areas of discussion may include but not be limited to: staffing, programs and facilities.

G. Counselors:

Duties given to Counselors must allow for 80 percent of their work time to be spent providing direct and indirect services that benefit students, as aligned with standards developed by a national

organization representing school counselors. Tasks such as coordinating and monitoring student testing, supervising students at lunch and recess, and assuming the duties of other non counseling staff are not direct or indirect services.

High School counselors will advise students about College in the High School opportunities and the Associate of Arts-Direct Transfer Agreement; however, counselors will not function as College in the High School and AA-DTA program coordinators.

Counselors are not responsible for leading iTeams.

Counselors are responsible for 504 plans. Counselor responsibilities may include parent and community contacts, conferences, guidance lessons, small group interventions to include during student lunch and recess, academics, attendance and behavior planning. In addition, secondary school counselors are responsible for individual student scheduling and transcripts.

As designated 504 coordinators, school counselors will:

1. Annually train staff on rules and responsibilities
2. Consult with a team to develop appropriate accommodations
3. Annually update 504 plans in IEP Online
4. Inform relevant staff of 504 plan accommodations

An elementary counselor assigned over four hundred fifty (450) students for five (5) days in the month will receive 0.10 FTE (of base). This will be tracked monthly and paid for the entirety of the month at the FTE rates. The workload will be equitably distributed.

Any secondary counselor assigned over four hundred twenty-five (425) students for five (5) days in the month will receive 0.10 FTE (of base). This will be tracked monthly and paid for the entirety of the month at the FTE rates, The workload will be equitably distributed.

Appendix II will be updated to reflect increased extended days for elementary counselors:

For the 2024-2025 school year, the elementary counselors will receive six (6) extended days.

For the 2025-2026 school year, elementary counselors will receive seven (7) extended days.

For the 2026-2027 school year and each year thereafter, elementary counselors will receive eight (8) extended days.

H. School Psychologists:

School Psychologist Caseload:

When a school psychologist has reached the first trigger, the affected employee will meet with the Assistant Director of Student Support to determine relief action.

For additional triggers affected employees will meet with the Director of the Office of Student Support to decide on the next relief action, which could include an allocation of super FTE, up to 0.2 additional FTE.

With the assignment of the FTE, school psychologists will have additional hours of responsibility, equivalent to the added FTE.

If the cumulative total is surpassed for five (5) or more working days, the affected employee, their direct supervisor and the Assistant Director of Office of Student Support or their designee will meet to decide on the most appropriate relief action for each trigger.

# of Preschool over 8/month	Relief Action
First Trigger: 9/month	0.10 FTE (of base)
Second Trigger: 10/month	0.15 FTE (of base)
Third Trigger: 11/month	.2 FTE (of base)
# of Enrolled Students over 750	Relief Action
First Trigger: 750 students	0.10 FTE (of base)
Second Trigger: 825 students	0.15 FTE
Third Trigger: 900 students	0.20 FTE

The Preschool School Psychologist trigger shall accumulative total of 80 student evaluations, FBAs (functional behavior analysis), behavior plans, re-evaluations and assessment revisions (8/month). This will be tracked monthly and paid for the entirety of the month at the following FTE rates.

If highly qualified additional staff is not available, the District will fill FTE workload by contracting with outside agencies.

The district will continue to support school psychologist interns, in an effort to mitigate the staffing shortages in this profession. A district school psychologist assigned by The District to supervise a psychologist intern shall be paid a stipend of \$5000.

ARTICLE VIII - LEAVES

A. Personal Leave:

Employees working more than ninety (90) days shall be entitled to three (3) days of personal leave per year for matters which require their absence during the workday. For those individuals who are less than 1.0 FTE, three (3) days will be determined by their FTE [ex. - half time (3.75 hrs.) employees working more than ninety (90) days will receive one (1) day (7.5 hrs.)].

Those employees working less than ninety (90) days per year shall be entitled to one (1) day (7.5 hrs.) of personal leave. For those individuals who are less than 1.0 FTE, their portion of one (1) day will be determined by their FTE [ex. - half time (3.75 hrs.) employees working less than ninety (90) days will receive a half day (3.75 hrs.) of personal leave].

Personal leave cannot be used for concerted and/or individual action against the school district. As the availability of substitutes has become an issue, employees are encouraged to request their personal leave as far in advance as possible.

The District requests that application to the Superintendent or designee for personal leave be made at least forty-eight (48) hours prior to taking such leave whenever possible. No reason other than 'personal' need be stated for use of personal leave. The Superintendent or designee has the right to approve or deny the request based on substitute availability.

The forty-eight (48) hour notice may be waived in case of emergency.

This leave is cumulative to seven (7) days. No more than four (4) days can be carried over to the next year. For those individuals who are less than 1.0 FTE, their portion of six (6) days will be determined by their FTE [ex. - half time (3.75 hrs.) employees will accumulate to two and a half (2.5) days and carry over one and a half (1.5) days to the next year].

Personal leave days can be taken in one (1) to five (5) day increments, but not more than five (5) at any given time. In order for an employee to take more than three (3) consecutive days of personal leave they must have pre-arranged their substitute. Additionally employees cannot use five (5) consecutive days of personal leave during September, June or the week before spring break and after winter break.

On any given day no more than ten (10) percent of the employees per site may be absent under this leave.

For the purposes of personal leave, the Yelm Extension School will not be included as part of Yelm High School's site threshold.

Employees who work in multiple sites and/or who do not require substitutes (e.g. - counselors, intervention specialists, social workers, school psychologists, elementary band instructors) may apply for personal leave and the leave will not be subject to the site threshold restriction.

Personal Leave Cash Out:

An employee may request in writing by July 1st to Payroll to cash out up to six (6) personal days at their per diem rate.

When an employee separates from service, all days may be cashed out at their per diem rate. All leave of less than two (2) hours will be charged in hourly increments and coverage must be provided by utilizing class coverage or by assigning coverage to any substitutes in the building. Any leave used beyond two (2) hours must be charged in half day or full day increments.

B. Sick Leave:

Every employee shall accrue a total of twelve (12) days sick leave with pay for illness, injury, emergency and domestic violence leave for each school year. Sick leave accrual will be prorated by FTE. Unused leave under this provision shall accumulate to a maximum of one hundred eighty (180) days.

Sick leave use up to two (2) hours will be charged in hourly increments and coverage must be provided by utilizing class coverage or by assigning coverage to any substitutes in the building. Any leave used beyond two (2) hours must be charged in half day (3.75 hrs.) or full day (7.5 hrs.) increments.

Sick leave may be used for illness or injury of an employee, dependent, or family member. The District may require a statement from a licensed healthcare provider for any absence in excess of five (5) consecutive days.

1. Emergency Leave:

In the event of an emergency, an employee may apply for emergency leave, either in advance or retroactively, for a contingency not provided for by statute or other District policies. Such contingencies shall include accidents which prevent the employee's reporting to work, serious damage to personal property when the employee's absence is necessary to prevent further damage or similar emergencies which make it impossible for the employee to report to work.

The prior approval requirement shall not apply to emergency situations such as:

- a. Death of a member of the family.
- b. Accident, involving the employee or a member of family, or other like situations.
- c. Emergency to property (flood, fire, storm, etc.).
- d. Required court obligations not including jury duty.

Emergency leave may be granted for no more than twelve (12) days per school year. Any leave used under these terms shall be deducted from the employee's accumulated sick or personal leave at the employee's discretion. In the event the employee's sick leave has been exhausted, the leave shall be granted without pay.

As soon as reasonably possible, an employee accessing emergency leave will notify their administrator or supervisor and enter the leave into the applicable leave system.

2. Domestic Violence Leave:

An employee who is the victim of domestic violence, sexual assault or stalking, or the family member of a victim will be granted leave in accordance with RCW 49.76.

This leave may be used for legal or law enforcement assistance, medical treatment, social services or mental health counseling. Leave may be used consecutively, intermittently or to provide a reduced work schedule.

An employee/family member may be required to provide verification in one (1) of the following forms:

- e. A police report indicating the employee or employee's family member was a victim.
- f. A court order providing protection to the victim.
- g. Documentation from a healthcare provider, advocate, clergy or attorney.
- h. An employee's written statement that the employee or employee's family member is a

victim and needs assistance. Family relationship may be determined by birth certificate, court document or other similar record.

An employee/family member will provide advance notice when possible.

C. Paid Family and Medical Leave:

The District will grant Family Medical Leave in accordance with the provisions of the Family and Medical Leave Act (FMLA) of 1993.

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. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. The District shall pay 50% of the payroll premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

FMLA provisions are posted at each work site as per federal law.

Upon return from FMLA, the District will reinstate the employee to their original position.

D. Unpaid Leave:

Leaves of absence up to one (1) year without pay may be granted to employees for the purpose of study, travel, child rearing, or military deployment of a spouse to a foreign country, adoption, recuperation or working in a professionally related field. Requests for leave of absences without pay for the following school year should be made by April 15 of each year for best consideration. An employee returning from a one (1) year leave will be reinstated to their previous position.

Employees returning from maternity/unpaid leave will be reinstated to their previous position after the first year and may apply to job share in accordance with the provisions stated in this Agreement.

A second year of absence may be granted for extenuating circumstances, based on school board approval.

A leave of absence without pay may entitle an employee to a normal salary increment as provided in salary policy. Upon return from leave, the employee shall be placed in the position last held or in a similar position in the District.

Leaves in this category will be granted solely at the discretion of the Board. They are not subject to review but will be granted on a fair and equitable basis.

An employee on leave may elect to continue health insurance and other insurance benefits provided by law (COBRA) through the District. The employee will submit to the District the monthly premium in advance of each pay period provided such continuation of benefits is allowed by the insurance carrier. An employee must elect this continued coverage within sixty (60) days of the eligibility date.

E. Adoption Leave:

The District shall grant leave to employees as is stated in Parental Leave upon the adoption of the employee's child or placement of a foster child. Leave shall be granted upon the same terms to employees who become adoptive parents at the time of birth or initial placement for adoption of a child as is available to employees who become biological parents.

Employee requests for leave of absence due to the birth or placement of a child shall be submitted in writing to the Superintendent as soon as practical. The request shall include the approximate beginning and ending dates for the leave requested.

Adoption leave with pay shall be granted upon application to the District to a parent in order to complete the adoption process. An employee may use up to five (5) days prior to the adoption for court legal procedures, home study and evaluation, required home visits and other proceedings leading to completion of the adoption process.

Adoption leave will be charged in half day (3.75 hrs.) or full day (7.5 hrs.) increments.

F. Bereavement Leave:

Five (5) days leave per occurrence with pay, taken at the discretion of the employee, will be authorized by the District in the event of death of any member of the family, to be taken within a two-year period.

Family includes mother, mother-in-law, grandmother, sister, sister-in-law, daughter, daughter-in-law, aunt, niece, father, father-in-law, grandfather, brother, brother-in-law, son, son-in-law, uncle, nephew, spouse, legally registered domestic partner, step-parent, step-sibling, step-child, grandchild, foster child, loss of a pregnancy, or any relative living in the same household.

Requests for leave for individuals not listed in the preceding section may be granted at the discretion of the Superintendent's office or designee.

An employee may request up to one (1) day of bereavement leave with pay to attend a funeral or memorial service for a current YCS colleague or a student currently assigned to the employee. To the extent possible, the District will make every effort to approve such requests.

Each employee is entitled to five (5) days of bereavement leave without pay as a result of the death of someone outside the family.

Additional bereavement leave may be granted to employees at the discretion of the Superintendent's office. Bereavement leave will be charged in half day (3.75 hrs.) or full day (7.5 hrs.) increments.

G. Job Sharing Leave:

Job sharing shall refer to two (2) employees sharing one (1) full-time position. Employees who wish to job share must notify their building administrator of their intent to job share by March 1st of the previous school year. The building administrator will have the full authority to accept or reject such a proposal, based on the interest of the students impacted by the proposed job share plan.

Employees holding job-sharing assignments shall be granted the equal amount of benefits available to full-time employees commensurate with their percentage of a full-time equivalency (FTE). A job share will not exceed a 1.0 FTE.

An employee who chooses to job share does so with the understanding that they have voluntarily forfeited continuing contract rights to the portion of their full-time equivalency (FTE) that is assigned to their partner. If such an employee wants to retain continuing contract rights to the entire position (1.0 FTE), they must seek an unpaid leave of absence for the portion of the full time equivalency (FTE) assigned to the partner.

H. Jury Duty/Subpoena Leave:

Any employee, when required by a court of law to serve on a jury during the one hundred eighty (180) day contract year, shall be paid their contracted salary for the full time their services are required by the court as per school board policy. Provided further, that jury duty days of public service shall not be

deducted from other leave days which the employee has under the terms of this Agreement so long as the employee provides legal proof of service.

In addition, the District may grant a leave to employees subpoenaed as witnesses in court or other legal proceedings.

I. Parental Leave:

The District shall grant parental leave to employees for pregnancy-related disability and for child-bonding. Leave shall be granted upon the same terms to employees who become step-parents as is available to employees who become biological parents.

Employee requests for leave of absence due to the birth of a child shall be submitted in writing to the Superintendent no later than twenty (20) working days prior to the beginning date of the leave or as soon as possible. The request shall include the approximate beginning and ending dates for the leave requested. A note from a healthcare provider may be required consistent with state and federal law.

In the event sick leave has been exhausted, the employee shall be granted a leave of absence without pay during the period of actual physical disability or for child bonding time, consistent with Article VIII, Section D, Unpaid leave.

The employee's specific assignment will remain available provided the employee returns within sixty (60) calendar days after the cessation of pregnancy or at the next natural break in the instructional year. The exact date of the employee's return will be determined in consultation with the employee's immediate supervisor.

J. Military Leave:

Employees shall be granted military leave of absence with pay when required by statute. While on leave, the employee shall retain all benefits as though employment has been continuous in the District.

K. Religious Observance (Personal Leave Use Only):

In accordance with federal and state law, the District shall reasonably accommodate employees whose religious affiliation mandates religious obligations. The use of accumulated Personal Leave under this section will not be subject to the site threshold restriction for use in this Agreement.

The District and the Association will review leave use under this section annually. Religious observance leave/personal leave will be charged in half day (3.75 hrs.) or full day (7.5 hrs.) increments.

L. Leave Share Policy:

The leave share program allows employees to donate sick leave to an employee who suffers from, or has relatives or household members suffering from, any extraordinary or severe illness, injury, impairment, or physical or mental condition which prevents the individual from working. Leave sharing may also be used for pregnancy, child-bonding, adoption, or for a newly placed foster child.

An employee is eligible to receive donated leave if:

1. The employee suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the employee to:
 - a. Go on leave - without pay status; or

- b. Terminate their employment.
2. The employee's absence and the use of shared leave are justified.
3. The employee has depleted, or will shortly deplete, their sick leave reserves.
4. The employee has abided by the rules regarding sick leave use.
5. The employee is ineligible to receive Workers' Compensation benefits.
6. The employee has provided the District from a licensed physician or health practitioner, documentation of the severe or extraordinary nature of the condition and the expected duration of absence due to the condition.
7. The employee has requested donated leave in writing.
8. An employee may receive a maximum number of sick leave shared days equal to the length of the employee's work year.

An employee may donate leave as follows:

1. The employee who has an accrued sick leave balance of more than twenty- two (22) days may request that Payroll transfer a specified amount of sick leave to another employee authorized to receive such leave.
2. The employee may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) days.

General Conditions to Donate Leave:

1. All donated shared leave must be given voluntarily. An employee shall not be coerced, threatened, intimidated or financially induced into donating share leave.
2. The number of leave days transferred shall not exceed the amount authorized by the donating employee.

Leave Transference Process:

1. The value of sick leave transferred shall be based upon the leave value of the employee receiving the leave. That is, one (1) day donated may be more or less than one (1) day of value to the recipient.
2. Payroll Office in the order received. When the value of sick leave days needed is reached the remaining form(s) shall be returned to the donor employee(s) and the leave authorized to be transferred by a donor employee will not be used.
3. The value of any leave transferred which remains unused shall be returned at its original value to the employee who donated the leave if the recipient employee is authorized to return to work prior to the use of the donated days.
4. Each donor and recipient must complete the required leave sharing forms and submit the forms to Payroll before leave sharing will be authorized. There is no retroactive application of leave sharing to prior payroll periods
5. Payment to the recipient employee will correspond with normal payroll period(s).
6. Where any questions arise in the transfer of funds, leave share, or adjustments thereof, the employee will be directed to the payroll office and the appropriate District administrator shall determine the appropriate transfer or adjustment.

ARTICLE IX- JOB POSTINGS, APPLICATION PROCESS, ASSIGNMENT AND TRANSFER OF EMPLOYEES

The District is not required to honor transfer requests during the school year or within the four (4) week period immediately preceding the beginning of the school year. Employee reassignments within a building can be made without affecting rules of notice. In the event of a need for a reassignment, the administrator will seek volunteers willing to move. If a reassignment becomes necessary, the decision will be based upon such criteria as: the employee's area of certification and/or endorsement, experience at the subject area/grade level of the vacancy, length of service with the District and any relevant statutes. The administrator will make every effort to notify affected employees prior to the last day of school.

The following definitions will be applicable to this section:

1. Assignment – The academic subject or combination of subject areas in which an employee teaches or performs and/or the grade level or combination of grade levels in which an employee teaches or performs under the same administration.
2. Reassignment – A change in an employee's assignment under the same administration.
3. Transfer – The change in an employee's assignment from one (1) administration to another.
4. Vacancy – An assignment for which the district seeks qualified applicants from current employees within the district and the public.
5. Non-Continuing – A position posted due to leave replacement or retire/rehire.

A. Postings:

1. Length of Postings:

Prior June 30th, openings for the upcoming school year will be posted for one (1) week or until filled.

After June 30th, postings for the upcoming school year will be posted until filled.

2. Notification of openings:

Vacancies will be publicized on the District website and emailed to the Association Presidents.

Notice of vacancies shall clearly set forth the procedures for applying.

The rules of vacancy and new positions shall be waived during the four (4) week period immediately preceding the beginning of the school year.

Postings cannot be held because of open coaching positions or anticipated coaching openings.

B. Application for Open Positions:

Reassignments within a building shall be made prior to a position being posted.

1. Eligibility:

Any employee who meets state and/or federal requirements and has documentation on file with the Human Resources Office may apply.

A qualified employee shall not be denied the opportunity to move solely because of a District desire to maintain him/her in their current position.

An employee who is on an Assistance Plan shall not be considered eligible for a new position except by mutual consent of the employee and the administrators of both buildings.

2. Application Process:

An interested employee must complete an abbreviated online application with a signed letter of interest and an updated resume by 4:00 pm on the closing date.

3. Qualifications:

In filling vacancies, the District shall consider the requirements listed on the job announcement and qualifications for the position, which shall include but not be limited to:

- a. Certification and/or endorsement when appropriate.
- b. Meets state and/or federal requirements.
- c. Training and/or experience at the level/subject matter of the open position.
- d. Instructional skills.

C. Interview Process:

All qualified in-district applicants for a posted position will be guaranteed an interview. New openings shall be posted to in-district applicants prior to posting for out-of-district applicants. Interview teams for classroom positions will include at least two (2) classroom employees from within the building and, if available, grade level or department.

Interview teams for support positions will include at least two (2) employees who represent the department/specialty area of the posted position. If none are available, an employee from another area may be utilized.

The District and the Association agree to utilize a procedure for hiring for mutually agreed upon “hard to fill” positions that includes interviewing/hiring during out-of- district trips with an Association representative included as a member of the team. The Association representative will be selected by the Association and the District will be reimbursed for the substitute costs of the representative. Each applicant shall, upon request, be entitled to a written explanation from the Superintendent or Director of Human Resources delineating the reasons for non-selection and/or a conference with the Building Administrator/Superintendent and an Association representative.

If a position is offered to an in-district candidate, they have two (2) working days to accept or refuse the position. After August 15th, they have one (1) working day to accept or refuse the position.

D. Assignment Exchange:

Two (2) employees working in different buildings may exchange assignments within the district, outside of the normal transfer procedure, if they receive the approval of both building administrators and so long as they meet the endorsement/certification requirements. At the end of the year both employees will return to their original positions/schools unless all parties agree to continue the exchange permanently.

Employees with changes in their assignment shall be notified once the determination of assignment has been made. Such notification will include position, building, grade level, class or subject and other pertinent facts concerning the assignment.

This section will only apply to employee generated requests for exchanges from building to building.

E. Involuntary Transfers:

All employees are subject to involuntary transfer from one (1) administration to another.

In the event of a need for an involuntary transfer, the District will seek volunteers willing to move. A

vacancy shall not be filled by means of an involuntary transfer if there is a volunteer available who meets the qualifications of the position.

If an involuntary transfer becomes necessary, decisions will be based upon the employee's area of certification and/or endorsement, experience at the subject area/grade level of the vacancy, length of service with the District, performance evaluations, and any relevant statutes. The District's decision to involuntarily transfer an employee will not be made capriciously, arbitrarily or on the basis of extra-curricular availability of the employee.

Notice of an involuntary transfer shall be given to the employee as soon as practicable at a meeting with the Superintendent or designee. Employees being involuntarily transferred will be informed at this meeting of appropriate vacancies known at the time. An employee transferred involuntarily due to reduction in force will prioritize their selections to the vacancies available.

Upon request, employees transferred involuntarily will be given reason for their transfer in writing within forty-eight (48) hours. Except in an emergency, such notice shall be given no later than the last regularly scheduled day of school. A copy of such notice shall be sent to the Association.

If an employee is involuntarily transferred and that position is reopened for the following year, at their request, the employee will return to their original position.

The District will provide two (2) days' per diem pay to any employee who is forced to move due to an involuntary transfer.

An employee will not be involuntarily transferred in two (2) consecutive years or more than twice during any four (4) year period, unless the reason for the transfer is for opening a new school or adjustments to attendance boundaries.

An employee will not be involuntarily transferred from one (1) building/administration to another building/administration as a disciplinary action.

F. New School Staffing/Grade Reconfiguration:

The following criteria shall be used to determine which employees shall be transferred due to the opening of a new school or grade reconfiguration.

1. When opening a new school, the District will hire the building administrator prior to posting any positions.
2. The District will announce the building schedule/team model no later than February 1st of the school year prior to the opening of a new school or a grade reconfiguration.
3. Employees from impacted grade levels (grade reconfiguration) and/or schools (opening a new school) may indicate an interest in moving and will be given preference over non-impacted employees. The District may select from the pool of interested candidates. If enough qualified district candidates are found, the District will conduct interviews in accordance with Article IX.
4. Employees must be qualified for a position by certification and/or endorsement.
5. The District will endeavor to balance employees by gender and experience.
6. The District will meet and confer with the Association prior to announcing employee assignments.

The District will provide two (2) days of per diem pay for all employees who are required by the District to move from one campus to another. The District will move boxes and materials to the new location.

Moving assistance (boxes, labor to move boxes and equipment, actual moving to new site) will be provided by the District and the move will be completed no less than two (2) weeks prior to the first employee optional day or as soon as the new building has been approved for occupancy.

ARTICLE X - EMPLOYEE EVALUATION

CLASSROOM TEACHER

Classroom teachers holding non-administrative positions (collectively referred to as “employees” herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth herein and as outlined under ESSB 6696, ESSB 5895, RCW 28A.405.100 and WAC 392-191A.

The Association acknowledges the necessity for administrative interns to experience during their administrative practicum employee observations and mock evaluations. To that end, employees will give written consent for intern observations. However, employee evaluative narratives will not contain any administrative intern’s observation comments, as the intern is not yet qualified to perform employee evaluations.

The results of any state mandated test as well as other standardized student assessments will not be used in an employee’s performance evaluation.

Any required District assessment may be used to demonstrate student growth as mutually agreed upon by the employee and the administrator.

A. Introduction:

An evaluation system for employees has the following elements, goals and objectives:

1. The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction.
2. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth.
3. Within the selected instructional framework employees will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

The parties agree that the following 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 evaluation process is one which will be implemented with collaboration between the administrator and the employee, as described in WAC 392-191-025.

The purposes of evaluation of certificated classroom teachers, as identified in WAC 392- 191A-050, will be, at a minimum:

1. To acknowledge the critical importance of teacher and leadership quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.

2. To identify, in consultation with classroom teachers, principals, and assistant principals, particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher needs to improve their performance.
3. To assist classroom teachers who have identified areas needing improvement, in making those improvements.

Within each school the administrator shall be responsible for the evaluation of employees assigned to that school. In buildings with assistant administrators, the administrator may share responsibility with the assistant administrators. Employees will be notified who their evaluator is no later than the second week of school. Any employees assigned to more than one (1) school, shall be evaluated by an administrator at one (1) of the assigned schools.

Special education employees may request that an Office of Student Support Administrator participate in the employee's evaluation.

Career and Technical education employees may request that the Career and Technical Education Director participate in the employee's evaluation.

Evaluation Criteria: Each employee shall be evaluated in accordance with the criteria appropriate to the employee's position.

Required Evaluations:

- All employees, including new employees, shall be evaluated annually; employees receiving an evaluation with an overall rating of Basic or below shall be completed and the employee shall be given an opportunity to sign no later than May 15th of the year in which the evaluation takes place. For employees receiving an evaluation with an overall rating of Proficient or higher, final summative evaluations shall be completed and the employee shall be given an opportunity to sign no later than June 1st of the year in which the evaluation takes place.
- If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date whenever possible.
- If the administrator contemplates recommending that the employee be placed on probation, a conference and a formal observation will occur prior to that decision.
- If an employee is transferred to a position with a different evaluator, within the first two months of the school year, the employee may request evaluation data already collected to be transferred to the new evaluator for inclusion in the employee's evaluation.

B. Applicability:

This evaluation system only applies to classroom teachers who spend more than fifty (50) percent of the workday providing academically focused instruction and grades for students, and whose duties are consistent with the state criteria for teachers and the District's framework and rubrics.

Classroom teachers placed in a partial assignment outside their area of training/endorsement will not be evaluated in that area unless they have had at least one full year of experience in that assignment. The District, in consultation with the teacher, will make a reasonable effort to ensure the teacher is assigned to a position in which the teacher has training/endorsement.

The term "classroom teacher," as identified above, does not apply to certificated support personnel which includes: ESAs, counselors, librarians, media specialists, instructional coaches, curriculum specialists, certificated athletic director, or other employees who do not spend more than fifty (50)

percent of the workday providing academically focused instruction and grades for those students, and whose duties are not consistent with the state criteria for classroom teachers and the District's framework and rubrics.

C. Transition Plan:

Beginning in the 2015-16 school year, and continuing each school year, a portion of the certificated staff at each building/site, beginning with the most junior employees, will be transitioned to the new comprehensive evaluation tool until all qualifying certificated staff have been evaluated using the comprehensive format by the 2018-19 school year.

D. Professional Development:

Prior to being evaluated under the new evaluation system, the District shall provide professional development relevant to the framework and evaluation process. Each employee shall receive professional development to understand the framework and the evaluation process. Professional development shall include such topics as; a common vocabulary based on the Marzano framework, the eight (8) state-determined criteria for evaluation, goal-setting, collection of evidence and artifacts, student growth data, calculation of criterion and summative scores, etc.

All employees, both provisional and continuing, shall be expected to participate in District-provided evaluation training. Such training shall be designed to provide the employees with the skills necessary to participate in the new evaluation system.

Employees within fifteen (15) days of employment or within fifteen (15) days from the commencement of the school year, whichever is later, shall be given a copy of the evaluation criteria, procedures, and any relevant forms or information appropriate to the employee's position and position in the evaluation cycle.

E. State Criteria, Framework, and Scoring for Classroom Teachers:

For the purpose of evaluating classroom teachers, the term component shall mean the sub-section of each criterion. The term criteria shall mean one (1) of the eight (8) state defined categories to be scored.

State Criteria:

The following criteria will be used to evaluate employees:

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.

Instructional Framework:

The parties have agreed to the adopted evidence-based instructional framework developed by Robert Marzano and approved by OSPI.

The complete instructional framework is available on the District website in the Staff Resources section. Upon mutual agreement the parties may recommend to the School Board a different OSPI approved instructional framework.

Criterion Performance Scoring:

Each criterion rating (Unsatisfactory, Basic, Proficient, or Distinguished) will be determined by calculating the sum of the component scores for each criterion using the chart below.

# Components	1 - Unsatisfactory	2 - Basic	3 - Proficient	4 - Distinguished
1	1	2	3	4
2	2	3-4	5-6	7-8
3	3-4	5-7	8-10	11-12
4	4-5	6-9	10-13	14-16
5	5-6	7-12	13-17	18-20
6	6-8	9-14	15-20	21-24
7	7-9	10-16	17-24	25-28
8	8-10	11-18	19-26	27-32

For the purpose of comprehensive evaluations, each teacher's criterion scores will be established using at least 50% of the components from each criteria and 100% of the student growth components.

Summative Performance Rating:

An employee shall receive a summative performance rating for each of eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

- a. 8-14 Unsatisfactory
- b. 15-21 Basic
- c. 22-28 Proficient
- d. 29-32 Distinguished

Not Satisfactory shall mean:

- a. Level 1: Unsatisfactory – Receiving a summative score of one (1) is not considered satisfactory performance for all employees.
- b. Level 2: Basic – If the employee on a continuing contract with more than five (5) years of teaching experience receives a summative score of two (2) for two (2) years in a row, or two (2) years within a consecutive three (3)-year period, the employee is not considered performing at a satisfactory level.

Student Growth Criterion Score:

Student growth and growth data shall follow WAC 392.191A.030 Definitions where:

Student Growth Data means relevant multiple measures that can include classroom-based, school district-based, and state-based tools.

Student Growth means the change in student achievement between two points in time.

Student growth data will be derived from multiple sources, and must be appropriate and relevant to the employee and subject matter. It shall include teacher selected formal and informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time in the current school year shall not be used to calculate an employee's student growth criterion score.

Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in the evaluation criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. The administrator shall add up the raw scores on these components and the employee shall be 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

If an employee receives an overall summative of 4 (Distinguished) and a Low student growth score, they must be automatically moved to the 3 (Proficient) level for the summative score.

As identified in WAC 392-191A-100, if an employee receives a Low on student growth score on the summative evaluation, a student growth inquiry will be conducted within two months or at the beginning of the following school year. One or more of the following must be initiated by the evaluator:

1. 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.
2. 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 assessments are aligned.
3. Schedule monthly conferences focused on improving student growth to include one or more of the following: 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
4. Create and implement a professional development plan to address student growth areas.

F. General Evaluation Agreements:

1. As per RCW 28A.405.130 an administrator, principal, or other supervisory personnel may not evaluate a teacher without having received training in evaluation procedures. In addition, before evaluating classroom teachers using the evaluation systems required under RCW 28A.405.100, principals and administrators must engage in professional development designed to implement the revised systems and maximize rater agreement.
2. As per WAC 181-82-110 (1) (b), an employee shall not be "subject to non-renewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments. The District will insure confidentiality and security for all evaluation documents, including electronic documents, consistent with state public disclosure requirements and guidelines.

3. Formal and informal observations noted by the administrator will occur during the course of the employee's normally assigned duties and responsibilities.
4. Hearsay or unsubstantiated complaints against an employee shall not be included in any documentation pertaining to an evaluation.

G. Procedures for Evaluation:

All aspects of evaluation procedure, including observations, shall be conducted openly and with the full knowledge of the employee.

1. Notification:

Within fifteen (15) school days of the beginning of the school year, or within fifteen (15) school days in the case of a late-filled teaching position, an administrator shall hold a general certificated staff meeting, or individual conferences, to review evaluative criteria and procedures the administrator shall follow in evaluating employees.

2. Self-Assessment:

- a. Prior to the Pre-Observation Conference, the employee will complete a Self-Assessment form. An employee may complete their Self-Assessment in June for use in the following school year.
- b. An employee will not be required to share the Self-Assessment form with their administrator.
- c. The employee will establish one or more personal improvement goal/s and personal growth plan based upon the self-assessment results. The employee and their administrator will collaboratively agree on the goal/s and plan.

3. Student Growth Goal Setting:

The employee and administrator will collaboratively determine student growth goal/s for Components SG-3.1, SG-6.1 and SG-8.1 appropriate to the evaluation of the employee. Linking student growth goals for Components SG-3.1, SG-6.1 and SG-8.1 is neither prohibited nor required.

4. Artifacts and Evidence:

The employee and administrator will collect and share artifacts and evidence necessary to complete the evaluation. Whenever items are added to the electronic evaluation tool, the party responsible for entering the material will notify the other within five (5) working days of submission.

Artifacts shall mean any products generated, developed or used by a certificated teacher such as lesson plans, portfolios, newsletters, videos of practice, learning objectives, learning targets, emails, perception surveys, exit tasks, phone logs, PLC notes, data analysis, discipline referrals, posted routines, posted rules and goals, case studies of student progress, analysis of student work over time, classroom observation of evidence of student learning, etc.

- a. Employees shall not be required to create artifacts specifically for the evaluation system.
- b. Tools or forms used in the evaluation process may be considered as artifacts.

Evidence shall mean examples or observable practices, products or results of the employee's ability and skill in relation to the instructional framework rubric.

- a. Evidence collection is a sampling of data to inform decisions about level of performance and should be gathered from the normal course of employment.
- b. Input from students, parents or anonymous sources shall not be used as evidence in an evaluation.

The employee may provide additional artifacts and evidence to aid in the assessment of the employee's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. Any evidence submitted shall be included as part of the post-observation conference to be used to determine the final evaluation score.

H. General Observation Procedures:

- a. All employees newly employed by the District shall be observed for the purpose of evaluation at least once for a total observation time of thirty (30) continuous minutes during the first ninety (90) calendar days of their employment.
- b. During each school year each employee (including new employees) shall be observed for the purpose of evaluation at least twice in the performance of their assigned duties. Total observation time for each employee for each school year shall be not less than sixty (60) minutes.
- c. Employees in the third year of provisional status must be observed at least three (3) times in the performance of their assigned duties. The total observation time for the school year must not be less than ninety (90) minutes.
- d. In addition to the required observations, administrators may make additional observations at any time during the school year.

1. Informal Observations:

- a. An informal observation is a documented observation that is not required to be pre-scheduled.
- b. An administrator may conduct any number of informal observations.
- c. Informal observations do not have to be in the classroom.
- d. Department or collegial meetings may be used for informal observations.
- e. Administrators shall notify the employee of any evidence added to the electronic evaluation tool within five (5) working days of submission.
- f. If there is an area of concern based upon any such informal observation, written documentation of the area of concern must be provided to the employee within five (5) working days in order for that evidence to be included in the evaluation process.
- g. Any time after an informal observation an employee may request a post-informal observation conference to discuss the informal observation.

2. Mid-Year Review:

- a. The administrator and employee will review the Components of each Criterion, with the corresponding evidence/artifacts and the tentative ratings that have been generated to

that point in the school year.

- b. Components or Criteria yet to be observed, or without evidence/artifacts will be noted for focus in the second half of the school year.
- c. A discussion regarding any Components of Criteria below proficient at that time will include a review of the evidence/artifacts, review of the rubrics, and a discussion of what is needed to meet a proficient rating.

3. Electronic Recording:

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without the prior knowledge and consent of the teacher.

I. Comprehensive Evaluation:

A Comprehensive Evaluation will include evaluation of all eight (8) state criteria. An employee eligible for focused evaluations must complete a comprehensive evaluation once every four (4) years.

1. Pre-Observation Conference:

The pre-observation conference shall be held prior to each formal observation. The employee and administrator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the employee's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

2. Formal Observations:

- a. At least two (2) formal observations shall be held each school year. The employee and the administrator may request additional observations as needed to complete the Comprehensive Evaluation. The total annual formal observation time cannot be less than sixty (60) minutes.
- b. The observations will occur no later than ten (10) working days after the pre-observation meeting.
- c. The administrator will document all formal observations using the negotiated form(s) (see Appendix III) and provide documented feedback through the electronic evaluation tool to the employee within three (3) working days.

3. Post-Observation Reflective Conference:

- a. The post-observation reflective conference between the administrator and employee will be held no later than five (5) working days after the formal observation unless there is mutual agreement by the employee and administrator to extend the timeline.
- b. The purpose of the post-observation reflective conference is to review the administrator's and employee's evidence and artifacts related to the scoring criteria during the observation, and to discuss the employee's performance.
- c. If there is an area of concern, the administrator will identify specific concerns for the applicable criteria/components and collaboratively discuss possible solutions to remedy the concern and provide written documentation through the electronic evaluation tool.

4. Final Summative Evaluation Conference:

- a. No later than June 1st, or May 15th when the summative score is Basic or lower, the administrator and employee shall meet to discuss the employee's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence and artifacts. This analysis will assess the employee's performance over the course of the year.
- b. The employee and administrator are expected to collaborate in providing evidence and artifacts as needed for each criterion to be scored.
- c. The employee may submit evidence and artifacts in the electronic evaluation tool up to twenty-four (24) hours prior to the final evaluation conference.
- d. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
- e. For an employee with a final summative score below Proficient, at least three (3) pieces of evidence/artifacts for each criterion scored Basic or Unsatisfactory must be present. Documented communication to the employee through the electronic evaluation tool, over the course of the year, based upon the appropriate rubric/s that indicates a lack of evidence or artifacts may serve as an acceptable source of documentation.
- f. The employee will sign two (2) copies of the Final Summative Evaluation Report. The signature of the employee does not, however, necessarily imply that the employee agrees with its contents.
- g. Employees shall have the right to attach additional comments or a rebuttal to the Final Summative Evaluation.

J. Focused Evaluation:

The Focused Evaluation is used when an employee is not evaluated using the Comprehensive Evaluation process and will include evaluation of one of the eight state criteria.

If a non-provisional employee has scored at Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation. The employee may remain on the Focused Evaluation for three (3) years before returning to the Comprehensive Evaluation.

The employee or the administrator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move an employee from a Focused to a Comprehensive Evaluation must occur prior to December 15th.

1. The criterion area to be evaluated shall be proposed by the employee prior to, or at the goal setting conference, and must be agreed upon by the administrator.
2. The focused evaluation will include the student growth rubrics of the selected criterion. If 3, 6, or 8 are selected, evaluators will use those student growth rubrics.
3. If criterion 1, 2, 4, 5, or 7, is selected, evaluators will use criterion 3 or 6 student growth rubrics.
4. Observations and conferences for the focused evaluation shall follow the guidelines set forth in Section G- Procedures for Evaluation, and Section H- Comprehensive Evaluation, above.
5. The score received on the selected criterion/criteria is the score assigned as the final summative score as identified on the Focused Evaluation Scoring Form. Though an employee may earn a final summative score on the Focused Evaluation Scoring Form, their most recent

Comprehensive summative score will carry through the Focused evaluation period and serve as their summative score for the Focused evaluation years.

6. The employee will sign two (2) copies of the Final Evaluation Report. The signature of the employee does not, however, necessarily imply that the employee agrees with its contents.
7. The employees shall have the right to attach additional comments to observation notes and comments and/or a rebuttal to the Final Focused Evaluation Report.
8. A group of employees may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

K. Provisional Employees:

1. "Provisional Employees" are those who are within their first three (3) years of employment with the District, except for those who have at least two (2) years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.
2. All Provisional Employees who are new to the profession and whose performance is determined to be Proficient (Level 3) or Distinguished (Level 4) by the end of their second year of employment in the District may be removed from provisional status by the Superintendent.
3. All Provisional Employees are subject to non-renewal of employment contract pursuant to RCW 28A.405.220.
4. All Provisional Employees in the third year of provisional status shall be observed at least three (3) times in the performance of their duties and the total observation time for the school year shall be not less than ninety (90) minutes.
5. The administrator shall make at least one (1) observation for a total observation time of thirty (30) minutes within the first ninety (90) calendar days of employment of all Provisional Employees.
6. If a provisional employee's job performance is unsatisfactory, an employee assistance plan will be developed to support the employee in improving their performance. An assistance plan may include such supports as; professional development, peer support, mentoring/coaching, peer observations, and other strategies designed to improve professional standards.

L. Support for Basic and Unsatisfactory Employees:

1. When a non-provisional employee is judged below 3 – Proficient as a final criterion score, additional support shall be granted to the employee to support their professional development.

The support will include:

- a. An evaluation conducted in accordance with each provision of Section 6 above; and
- b. Written notice to the Association and employee prior to May 15, or thirty (30) calendar days after the employee began work, whichever is later; and
- c. Specific and reasonable assistance to the employee to make satisfactory progress toward improving their performance. The assistance provided may include:
 - in-service training paid for by the District
 - release time to observe colleagues

- outside evaluator from the ESD
 - assignment of a mentor
 - additional, focused professional development
 - a consistent classroom(s) within the school
 - limited number of preps
- d. Periodic reports to inform the employee of the evaluator's judgment on the employee's progress toward remediating deficiencies.
2. Additional Support, as requested by the employee, may come from State, ESD, District, School Site, Team, Department, Grade Level from a different site, Local Association, National or State Professional Organizations.
 3. In such cases that an employee with more than five (5) years of experience receives a summative evaluation score below Proficient, the employee must be formally observed before October 15th the following year. If the 1st Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan will be completed prior to completion of the comprehensive evaluation.

M. Probation:

At any time after October 15th, a classroom teacher whose work is judged not satisfactory based on evaluation criteria, shall be placed on probation, pursuant to RCW 28A405.100, and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement. A plan of improvement may include such supports as; professional development, peer support, mentoring, coaching, peer observations, and additional resources designed to correct areas of deficiencies.

1. An employee's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is 1 - Unsatisfactory. A continuing contract employee 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. An employee may only be placed on probation from the Comprehensive evaluation system described above.
3. An employee on a continuing contract who has 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 assignment.
4. In the event that an administrator determines that the performance of an employee under their supervision merits probation, the administrator shall report the same in writing to the Superintendent. The report shall include the following:
 - a. Specific areas of performance deficiencies identified from the instructional framework;
 - b. A recommended specific and reasonable program designed to assist the employee in improving their performance.
5. If the Superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status for a period of not less than sixty (60) school days, any time after October 15th. The

probationary period must conclude before May 15th of the same school year. The probationary period may be extended into the following school year if the employee has more than five (5) years of teaching experience and the final summative rating as of May 15th is 1 - Unsatisfactory. Before being placed on probation, the employee shall be given notice of action of the Superintendent which notice 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 employee the opportunity to demonstrate improvement in their area or areas of deficiency.
6. A plan of improvement will be developed and will include the specific evaluative criteria which must be met, the measures and benchmarks which will be used to determine the teacher's success or failure. The employee may request to have an Association Representative be present during the creation of the plan of improvement.
7. Evaluation during the Probationary Period:
- a. At or about the time of the delivery of a probationary letter, the administrator shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.
 - b. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
 - c. During the probationary period the administrator shall meet with the probationary employee at least twice a month to supervise and make a written evaluation of the progress, if any, made by the employee.
 - d. The probationary employee 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 their notice of probation.
 - e. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the probationary employee may request that an additional certificated administrator become part of the probationary process and the request must be granted. This administrator 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 per RCW 28A.405.100. 4(b)
8. An employee who is on a plan of improvement must be removed from probation if they have demonstrated improvement in the areas prescribed as deficient. The employee must be removed if an employee with five (5) or fewer years of experience scores at 2 - Basic or above and an employee of more than five (5) years scores at 3 - Proficient or above.
9. 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.
10. Evaluator's Post-Probation Report:

Unless the probationary employee has previously been removed from probation, the administrator shall submit a written report to the Superintendent at the end of the probationary period or by May 15th, which report shall identify whether the performance of the probationary

employee has improved and which shall set forth one (1) of the following recommendations for further action:

- a. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
- b. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status accompanied by a letter identifying areas where further improvement is required; or
- c. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the employee.

11. Action by the Superintendent:

Following a review of any report submitted pursuant to Section 10 above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

12. An employee who fails to successfully complete the probation process, as outlined above, may have their probationary period extended or may be recommended for non-renewal.

N. Non-Renewal:

As per RCW 28A.405.100, when a continuing contract employee with five (5) or more years of experience receives a comprehensive summative evaluation performance rating below level 2 for two (2) consecutive years, the school district shall, within ten (10) days of the completion of the second summative comprehensive (comprehensive summative) evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

In the event an employee is provided a notice of probable non-renewal, Human Resources will communicate that information to the President of YEA at the time of the employee's notification.

The employee 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 and retains all rights and timelines as provided by this Agreement.

O. Evaluation Documents:

Only the final summative evaluation document, along with any comments submitted by the employee, shall be kept in the personnel files.

P. Evaluation Results:

Evaluation results shall be used:

1. To acknowledge, recognize, and encourage excellence in professional performance.
2. To document the level of performance by an employee of their assigned duties.
3. To identify specific areas in which the employee may need improvement according to the criteria included on the evaluation instrument.
4. To document performance by an employee judged unsatisfactory based on the District

evaluation criteria.

5. As one of the multiple factors in Human Resources and personnel decisions, only as defined elsewhere in this Agreement.

Evaluation results shall not be:

1. Shared or published with any employee-identifying information.
2. Shared or published without prior notification to the individual and Association.

Q. Inapplicability of Grievance Provisions:

The provisions of Article XIII of this Agreement relating to grievances shall not be applicable to Article X hereof relating to the substance of evaluation and probation. Failure to follow correct procedure may be grieved.

R. Legislative Impacts:

This Article of the Agreement shall be reopened at the request of either party for the purpose of negotiating legislative impacts on the Collective Bargaining Agreement.

Washington State Evaluative Criteria/Components: Classroom Teacher

A. Criterion 1: Centering instruction on high expectations for student achievement.

1. Providing clear learning goals and scales (rubrics)
2. Celebrating success
3. Understanding students' interests and backgrounds
4. Demonstrating value and respect for typically underserved students.

B. Criterion 2: Demonstrating effective teaching practices.

1. Interacting with new knowledge
2. Organizing students to practice and deepen knowledge
3. Organizing students for cognitively complex tasks
4. Asking questions of typically underserved students
5. Probing incorrect answers with typically underserved students
6. Noticing when students are not engaged
7. Using and applying academic vocabulary
8. Evaluating effectiveness of individual lessons and units.

C. Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.

1. Effectively scaffolding of information within a lesson

2. Planning and preparing for the needs of all students
3. Establish Student Growth Goal(s)
4. Achievement of Student Growth Goal(s)

D. Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.

1. Attention to established content standards
2. Use of available resources and technology

E. Criterion 5: Fostering and managing a safe, positive learning environment.

1. Organizing the physical layout of the classroom
2. Reviewing expectations to rules and procedures
3. Demonstrating “Withitness”
4. Applying consequences for lack of adherence to rules and procedures
5. Acknowledging adherence to rules and procedures
6. Displaying objectivity and control

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

1. Designing instruction aligned to assessment
2. Using multiple data elements
3. Tracking student progress
4. Establish Student Growth Goal(s)
5. Achievement of Student Growth Goal(s)

G. Criterion 7: Communicating and collaborating with parents and the school community.

1. Promoting positive interactions about students and parents - courses, programs and school events
2. Promoting positive interactions about students and parents - timeliness and professionalism

H. Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

1. Seeking mentorship for areas of need or interest
2. Promoting positive interactions with colleagues
3. Participating in district and school initiatives
4. Monitoring progress relative to the professional growth and develop plan
5. Establish Student Growth Goals, Implement, and Monitor Growth

CERTIFICATED SUPPORT PERSONNEL

Support personnel holding non-administrative positions (collectively referred to as “employees” herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth herein.

The Association acknowledges the necessity for administrative interns to experience during their administrative practicum employee observations and mock evaluations. To that end, employees will give written consent for intern observations. However, employee evaluative narratives will not contain any administrative intern’s observation comments, as the intern is not yet qualified to perform employee evaluations.

Certificated support personnel include ESAs, counselors, librarians, media specialists, instructional coaches, curriculum specialists, certificated athletic director, or other employees who do not spend more than fifty (50) percent of the workday providing academically focused instruction and grades for those students.

A. Summative Evaluation:

1. **Responsibility for Evaluation:** Within each school the administrator shall be responsible for the evaluation of employees assigned to that school. In buildings with assistant administrators, the administrator may share responsibility with the assistant administrators. Any administrator may designate other administrators to assist in the observation and evaluation process. An employee assigned to more than one (1) school shall be evaluated by the administrator of each school. Special education employees may request that an additional evaluation be completed by an Office of Student Support Administrator.
2. **Evaluation Criteria:** Each employee shall be evaluated in accordance with the criteria appropriate to the employee’s position.
3. **Required Evaluations:**
 - a. All employees, including new employees, shall be evaluated annually; such evaluations to be completed not later than May 15th of the year in which the evaluation takes place.
 - b. If an employee is transferred to another position not under the administrator’s jurisdiction, an evaluation shall be made at the time of such transfer.
 - c. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
 - d. If the administrator contemplates recommending that the employee be placed on probation, an evaluation shall be made prior to that decision.
4. **Observation Procedures:**
 - a. General:
 1. Employees accept the principle that in performing the assigned tasks and tasks normal to their daily work their performance shall be subject to evaluation.
 - b. Observations:
 1. All employees newly employed by the District shall be observed for the purpose of evaluation at least once for a total observation time of thirty (30) continuous minutes during the first ninety (90) calendar days of their employment.
During each school year each employee (including new employees) shall be observed for the purpose of evaluation at least twice in the performance of their assigned duties. The two (2) required observations shall take place at least thirty-five (35) working days apart. Total observation time for each employee for

each school year shall be not less than sixty (60) minutes, including two (2) thirty (30) continuous minute sessions.

- c. In addition to the observation required under paragraph (b) (1) and (2) above, administrators may make additional observations at any time during the school year.
- d. The administrator shall promptly document in writing each observation and shall provide the employee with a copy of the observation within three (3) days after such observation. A series of observations conducted within a period of fifteen (15) working days may be considered to be a single observation for documentation purposes. The employee shall sign the District's copy of the observation report to indicate that they have seen the report and have been given a copy thereof. The employee's signature on the observation report does not necessarily imply agreement with the contents thereof. If the employee disagrees with the observation, a statement to that effect may be placed in the employee's file.
- e. Observations may be documented by memorandum from the administrator to the employee, or the evaluation report form may be modified and used to document such observations. The District's copy of each observation report shall be forwarded to the District Human Resources Office to be kept in a building file until the final annual employee evaluations have been received. After receipt of the final evaluations, the observation files will be returned to the building administrator.

5. Evaluation Procedures:

- a. Evaluations required under paragraph (b) (3) above shall be documented using the evaluation report form. In addition to rating each employee in each major performance category as set forth in the appropriate evaluation criteria, the administrator shall rate the overall performance of the employee in the space provided on the evaluation report form. Such overall performance rating shall reflect the administrator's judgment as to the overall performance of the employee and such rating shall not necessarily be the average of the ratings assigned to individual performance categories.
- b. Each employee shall be provided with a copy of their evaluation report within three (3) days after such report is prepared. The employee shall sign the District's copy of the evaluation report to indicate that they have seen the report and have been given a copy thereof. The employee's signature on the evaluation report does not necessarily imply agreement with the evaluation. If the employee disagrees with the evaluation, a statement to that effect may be placed in the employee's file.
- c. Following the completion of each evaluation report, a meeting shall be held between the administrator and the employee to discuss the contents thereof.

Unless postponed by mutual agreement, within three (3) working days of the employee's receipt of the final evaluation report, a meeting shall be held between the administrator and the employee to discuss the contents thereof.

- d. If the employee disagrees with the contents of the evaluation report, they may request to be observed by another administrator. Such observation shall take place no later than ten (10) days after the first evaluation.
- e. An employee who receives an unsatisfactory evaluation will be afforded the opportunity to improve with an employee assistance plan in accordance with Article IX, Section C – 1, Probation.
- f. The District's copy of each evaluation report shall be forwarded to the District office for filing in the employee's personnel file.

B. Probation:

1. **Administrator's Report:** In the event that an administrator determines on the basis of the evaluation criteria that the performance of an employee under their supervision is unsatisfactory, the administrator shall report the same in writing to the Superintendent, with a copy to the affected employee and the Association President.

The report shall include the following:

- a. The evaluation report required under paragraph B 3. (d) above.
 - b. An improvement plan, that is specific and reasonable, designed to assist the employee in the remediation of performance deficiencies.
2. **Establishment of Probationary Period:** If the Superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status beginning on or before February 1st and ending no later than May 1st. On or before February 1st, the employee shall be given written notice of the action of the Superintendent, which notice shall contain the following information:
 - a. Specific areas of performance deficiencies.
 - 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 employee the opportunity to demonstrate improvement in their area or areas of deficiency.
3. **Evaluation during the Probationary Period:**
 - a. At or about the time of delivery of a probationary letter, the administrator shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate in the judgment of the administrator, the administrator may authorize one (1) additional administrative employee to evaluate the probationer and to aid the employee in improving their areas of deficiency.
 - b. During the probationary period the administrator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of paragraph B 4. (b) above shall apply to the documentation of observation reports during the probationary period.
 - c. The probationary employee may be removed from probation at any time if they have demonstrated improvement to the satisfaction of the administrator in those areas specifically detailed in their notice of probation.
4. **Administrator's Post-Probation Report:** Unless the probationary employee has previously been removed from probation, the administrator 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 employee has improved and which shall set forth one (1) of the following recommendations for further action:
 - a. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non- renew the employment contract of the employee.

- 5. Action by the Superintendent:** Following a review of any report submitted pursuant to paragraph (c) 5. above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

C. Inapplicability of Grievance Provisions:

The provisions of Article XIII of this Agreement relating to grievances shall not be applicable to Article X hereof relating to the substance of evaluation and probation. Failure to follow correct procedure may be grieved.

D. Provisional Employees:

Non-renewal of provisional employees will follow regulations outlined in RCW 28A.405.220. The District is not otherwise bound to follow procedures required herein for those employees, as they apply to non-renewal.

If a provisional employee receives an unsatisfactory observation/evaluation, an employee assistance plan will be developed to assist the employee in developing professional standards.

ARTICLE XI - REDUCTION IN FORCE

The District shall determine the educational program and services of the Yelm Community Schools No. 2 based upon the educational goals of the District, financial resources available for the following school year and employee input. Alterations in the educational program will be considered by the District in consultation with the administrators and the District Program Directors involved. If the District determines that the certificated employees of the District should be reduced for the following school year by reason of financial necessity due to double levy failure or reduction in state funds, and/or decline in enrollment, the District will institute the plan which follows.

A. Determination of Vacant Positions:

The District will determine, as accurately as possible, the total number of employees known as of May 15th to be leaving the district for reasons of retirement, family transfer, normal resignations, leaves, discharge or non-renewal, etc., and these vacancies will be taken into consideration in determining the number of available positions for the following school year.

B. Certification Requisites:

Certification requirements are developed through the Office of the Superintendent of Public Instruction. They include:

1. Standard.
2. Continuing without endorsements.
3. Continuing with endorsements.
4. Initial with endorsements.
5. Residency with endorsements.
6. Professional with endorsements.

In the Reduction in Force language, certification refers to Section B.

C. Retention by Certification:

Employees will be considered for retention based on certification appropriate to the position held at the time of implementation of this procedure.

D. Notification and Appeal Procedures:

On the 15th of March previous to the school year, the District is considering implementation of this procedure, the District shall tender a list to the Association and post the list on email which shows the rank order of existing employees according to seniority, as defined in Section E below.

Any employee may, in writing, and within five (5) days of receipt of the list, file with the Superintendent or designee their objections to the ranking order. The employee may request consideration for the modification of the ranking order. Said individual must include in their request a full statement as to the facts on which the employee contends the list should be modified. If the Superintendent or designee rejects the individual's request for modification of the list, they shall do so in writing, and provide the individual and the Association with copies thereof. Any further appeal of placement shall be made pursuant to the grievance procedure of this Agreement

E. Seniority Defined:

- a. Seniority shall be based on the employee's length of service recognized on the current year's S-275 report to the Superintendent of Public Instruction. In the event of a dispute between an employee's opinion and the S-275 report, the burden of factual proof shall fall upon the employee.
- b. In the event of a tie, the employee retained shall be the one (1) with the most appropriate certification.
- c. If there is still a tie, the employee retained shall be the one (1) with the greatest number of college/university credits - beyond the BA as computed by the District in accordance with placement on the salary schedule.
- d. In the event the tie continues to exist, a final selection shall be made by lot by a disinterested third party.

F. Criteria:

In the event that there are more qualified employees than available positions in the district, the following criteria shall be used to determine which employees shall be recommended for retention.

- a. An employee must be qualified for a position by certification/endorsements.
- b. Performance evaluations will be a component of the criteria used to determine which employee shall be recommended for retention.
- c. An employee retained shall be the most senior employee available with the appropriate certification/endorsements.
- d. In case the District must locate an employee for retention or recall with unique qualifications, the District may retain or recall the employee provided that no employee with more seniority qualifies for the position.
- e. The District shall have the right to assign and transfer employees during the implementation of this procedure to positions for which they qualify with the appropriate certification.
- f. The District shall not partially lay off an employee. Employees will not be offered recall to less than their previous FTE of employment until all more senior employees in the appropriate employment category have been employed on a full-time basis. An employee shall have the right to refuse recall to a part-time position without losing recall rights.

G. Employment Pool:

- a. All employees who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible employment for a period of two (2) school years. Employment pool personnel will be given the opportunity to fill open positions for which they are qualified by certification.
- b. It shall be the responsibility of each employee placed in the employment pool to keep Human Resources updated with their current mailing address.

In the event that a member of the employment pool will be unavailable for more than five (5) consecutive days, the individual will notify Human Resources and provide a phone number where they can be reached.

- c. When a vacancy occurs for which person(s) in the employment pool qualify, notification from the school district to such an individual will be by certified mail to the address last given by the

employee or by personal delivery. Such individuals will have five (5) working days from receipt of the letter to accept the position.

Employees notified by certified mail to the last known address shall accept or reject the recall within five (5) working days of notification and be available for work within ten (10) working days of recall. If the individual rejects the assignment, they shall be dropped from the list and lose all rights for re-employment.

In the event that the certified letter is returned, the individual will be removed from the employment pool.

- d. The District will utilize employment pool personnel as substitutes on a first priority basis. Each individual must be a part of the substitute pool as registered through the Personnel Cooperative to be considered for substitute status.
- e. An employee on authorized leave at the time a reduction in force is implemented will be reinstated upon return from leave if they would not have been affected by the layoff and will be laid off upon return from leave if they would have been affected by the layoff.
- f. An employee who has been laid off may, upon written application, be placed on leave for up to one (1) year while on layoff. Such employees shall be placed in the employment pool upon expiration of the leave thus beginning the two (2) year period specified in Section G1 above.

ARTICLE XII - ECONOMIC PROVISIONS

A. Employee Contracts:

1. The Board of Directors shall make a written contract with each certificated employee employed by the Board.
2. Such contract shall include the following provisions:
 - a. The position which the contract is intended to cover.
 - b. The number of days of service the employee is to perform for the term of the contract and the effective date of the contract.
 - c. The salary to be paid for the contract calculated from the salary schedule and an indication of the experience and educational step placement from such salary schedule. Documentation is due Human Resources no later than October 1st. After October 1st, an addendum will be issued once documentation is received, verified and final placement has been determined.
 - d. A statement as provided for by law that incorporates the policies of the District which have been adopted by the Board of Directors and which are binding on both parties.
 - e. The Board retains the power to deny any employment recommendation made by the Superintendent, but it will only employ personnel upon the recommendation of the Superintendent.
3. No contract is effective until approval by a majority of the Board of Directors.
4. All other applicable statutory provisions and State Board of Education regulations and directives from the Superintendent of Public Instruction shall be adhered to in contract procedure.
5. A contract between the school district and an employee shall be regarded as equally binding on both parties.
6. A contract returned unsigned or not returned within ten (10) days shall be regarded as a resignation and as breaking the continuing contract relationship between the District and the employee.
7. When it is clearly shown that an employee is unable to perform their duties because of illness or other cause not within their control, resignation may be accepted at any time.
8. Employees who submit a written request to the District no later than June 30th shall be released from their employment contract for the upcoming year without penalty or question.

B. Salary

Every certificated employee shall be placed on the salary schedule in accordance with the provisions outlined in this section.

Yelm Community Schools 2024-25 Salary Schedule

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 or Ph.D.
YEAR 1	\$61,131	\$62,781	\$64,492	\$66,207	\$71,371	\$72,946	\$78,421	\$81,951
District Days	\$1,358	\$1,395	\$1,433	\$1,471	\$1,586	\$1,621	\$1,743	\$1,821
Responsibility Days	\$1,019	\$1,046	\$1,075	\$1,103	\$1,190	\$1,216	\$1,307	\$1,366
Year 1 Total	\$63,508	\$65,222	\$67,000	\$68,782	\$74,147	\$75,783	\$81,470	\$85,138
YEAR 2	\$61,954	\$63,627	\$65,359	\$67,149	\$72,366	\$73,758	\$79,289	\$82,795
District Days	\$1,377	\$1,414	\$1,452	\$1,492	\$1,608	\$1,639	\$1,762	\$1,840
Responsibility Days	\$1,033	\$1,060	\$1,089	\$1,119	\$1,206	\$1,229	\$1,321	\$1,380
Year 2 Total	\$64,364	\$66,102	\$67,900	\$69,761	\$75,180	\$76,626	\$82,372	\$86,015
YEAR 3	\$62,737	\$64,426	\$66,179	\$68,104	\$73,304	\$74,573	\$80,089	\$83,633
District Days	\$1,394	\$1,432	\$1,471	\$1,513	\$1,629	\$1,657	\$1,780	\$1,859
Responsibility Days	\$1,046	\$1,074	\$1,103	\$1,135	\$1,222	\$1,243	\$1,335	\$1,394
Year 3 Total	\$65,177	\$66,932	\$68,752	\$70,753	\$76,154	\$77,473	\$83,204	\$86,885
YEAR 4	\$63,545	\$65,251	\$67,022	\$69,011	\$74,194	\$75,347	\$80,848	\$84,481
District Days	\$1,412	\$1,450	\$1,489	\$1,534	\$1,649	\$1,674	\$1,797	\$1,877
Responsibility Days	\$1,059	\$1,088	\$1,117	\$1,150	\$1,237	\$1,256	\$1,347	\$1,408
Year 4 Total	\$66,016	\$67,788	\$69,628	\$71,695	\$77,079	\$78,277	\$83,992	\$87,766
YEAR 5	\$64,337	\$66,118	\$67,900	\$69,955	\$75,167	\$76,158	\$81,696	\$85,354
District Days	\$1,430	\$1,469	\$1,509	\$1,555	\$1,670	\$1,692	\$1,815	\$1,897
Responsibility Days	\$1,072	\$1,102	\$1,132	\$1,166	\$1,253	\$1,269	\$1,362	\$1,423
Year 5 Total	\$66,839	\$68,689	\$70,540	\$72,676	\$78,090	\$79,120	\$84,873	\$88,674
YEAR 6	\$64,337	\$66,633	\$68,420	\$70,582	\$76,100	\$76,984	\$82,503	\$86,232
District Days	\$1,430	\$1,481	\$1,520	\$1,568	\$1,691	\$1,711	\$1,833	\$1,916
Responsibility Days	\$1,072	\$1,111	\$1,140	\$1,176	\$1,268	\$1,283	\$1,375	\$1,437
Year 6 Total	\$66,839	\$69,224	\$71,081	\$73,327	\$79,060	\$79,978	\$85,712	\$89,585
YEAR 7	\$64,337	\$67,428	\$69,279	\$71,550	\$77,041	\$77,829	\$83,321	\$87,067
District Days	\$1,430	\$1,498	\$1,540	\$1,590	\$1,712	\$1,730	\$1,852	\$1,935
Responsibility Days	\$1,072	\$1,124	\$1,155	\$1,193	\$1,284	\$1,297	\$1,389	\$1,451
Year 7 Total	\$66,839	\$70,051	\$71,974	\$74,333	\$80,037	\$80,856	\$86,561	\$90,453
YEAR 8	\$64,337	\$68,927	\$70,803	\$73,195	\$78,767	\$79,411	\$84,983	\$88,836
District Days	\$1,430	\$1,532	\$1,573	\$1,627	\$1,750	\$1,765	\$1,889	\$1,974
Responsibility Days	\$1,072	\$1,149	\$1,180	\$1,220	\$1,313	\$1,324	\$1,416	\$1,481
Year 8 Total	\$66,839	\$71,607	\$73,556	\$76,041	\$81,830	\$82,499	\$88,288	\$92,290
YEAR 9	\$64,337	\$71,177	\$73,097	\$75,688	\$81,337	\$81,903	\$87,551	\$91,545
District Days	\$1,430	\$1,582	\$1,624	\$1,682	\$1,807	\$1,820	\$1,946	\$2,034

Responsibility Days	\$1,072	\$1,186	\$1,218	\$1,261	\$1,356	\$1,365	\$1,459	\$1,526
Year 9 Total	\$66,839	\$73,945	\$75,940	\$78,631	\$84,500	\$85,088	\$90,955	\$95,105
YEAR 10	\$64,337	\$73,506	\$75,523	\$78,207	\$83,987	\$84,419	\$90,202	\$94,333
District Days	\$1,430	\$1,633	\$1,678	\$1,738	\$1,866	\$1,876	\$2,004	\$2,096
Responsibility Days	\$1,072	\$1,225	\$1,259	\$1,303	\$1,400	\$1,407	\$1,503	\$1,572
Year 10 Total	\$66,839	\$76,365	\$78,460	\$81,249	\$87,253	\$87,702	\$93,710	\$98,001
YEAR 11	\$64,337	\$73,506	\$77,975	\$80,855	\$86,713	\$87,069	\$92,929	\$97,194
District Days	\$1,430	\$1,633	\$1,733	\$1,797	\$1,927	\$1,935	\$2,065	\$2,160
Responsibility Days	\$1,072	\$1,225	\$1,300	\$1,348	\$1,445	\$1,451	\$1,549	\$1,620
Year 11 Total	\$66,839	\$76,365	\$81,008	\$84,000	\$90,085	\$90,455	\$96,543	\$100,974
YEAR 12	\$64,337	\$73,506	\$77,975	\$83,581	\$89,566	\$89,794	\$95,781	\$100,132
District Days	\$1,430	\$1,633	\$1,733	\$1,857	\$1,990	\$1,995	\$2,128	\$2,225
Responsibility Days	\$1,072	\$1,225	\$1,300	\$1,393	\$1,493	\$1,497	\$1,596	\$1,669
Year 12 Total	\$66,839	\$76,365	\$81,008	\$86,832	\$93,049	\$93,286	\$99,505	\$104,026
YEAR 13	\$64,337	\$73,506	\$77,975	\$86,218	\$92,496	\$92,629	\$98,710	\$103,195
District Days	\$1,430	\$1,633	\$1,733	\$1,916	\$2,055	\$2,058	\$2,194	\$2,293
Responsibility Days	\$1,072	\$1,225	\$1,300	\$1,437	\$1,542	\$1,544	\$1,645	\$1,720
Year 13 Total	\$66,839	\$76,365	\$81,008	\$89,571	\$96,093	\$96,231	\$102,549	\$107,208
YEAR 14	\$64,337	\$73,506	\$77,975	\$86,218	\$95,496	\$95,560	\$101,712	\$106,328
District Days	\$1,430	\$1,633	\$1,733	\$1,916	\$2,122	\$2,124	\$2,260	\$2,363
Responsibility Days	\$1,072	\$1,225	\$1,300	\$1,437	\$1,592	\$1,593	\$1,695	\$1,772
Year 14 Total	\$66,839	\$76,365	\$81,008	\$89,571	\$99,210	\$99,276	\$105,667	\$110,463
YEAR 15	\$64,337	\$73,506	\$77,975	\$86,218	\$98,601	\$98,665	\$105,016	\$112,303
District Days	\$1,430	\$1,633	\$1,733	\$1,916	\$2,191	\$2,193	\$2,334	\$2,496
Responsibility Days	\$1,072	\$1,225	\$1,300	\$1,437	\$1,643	\$1,644	\$1,750	\$1,872
Year 15 Total	\$66,839	\$76,365	\$81,008	\$89,571	\$102,436	\$102,502	\$109,100	\$116,670
Year 16 to 19.9	\$64,337	\$73,506	\$77,975	\$86,218	\$103,036	\$103,105	\$109,742	\$113,426
District Days	\$1,430	\$1,633	\$1,733	\$1,916	\$2,290	\$2,291	\$2,439	\$2,521
Responsibility Days	\$1,072	\$1,225	\$1,300	\$1,437	\$1,717	\$1,718	\$1,829	\$1,890
Year 16 to 19.9 Total	\$66,839	\$76,365	\$81,008	\$89,571	\$107,043	\$107,114	\$114,009	\$117,837
YEAR 20 to 24.9	\$64,337	\$73,506	\$77,975	\$86,218	\$104,583	\$104,651	\$111,324	\$115,127
District Days	\$1,430	\$1,633	\$1,733	\$1,916	\$2,324	\$2,326	\$2,474	\$2,558
Responsibility Days	\$1,072	\$1,225	\$1,300	\$1,437	\$1,743	\$1,744	\$1,855	\$1,919
Year 20 to 24.9 Total	\$66,839	\$76,365	\$81,008	\$89,571	\$108,650	\$108,721	\$115,653	\$119,604
YEAR 25+	\$64,337	\$73,506	\$77,975	\$86,218	\$106,676	\$106,745	\$113,616	\$117,430
District Days	\$1,430	\$1,633	\$1,733	\$1,916	\$2,371	\$2,372	\$2,525	\$2,610
Responsibility Days	\$1,072	\$1,225	\$1,300	\$1,437	\$1,778	\$1,779	\$1,894	\$1,957
Year 25+ Total	\$66,839	\$76,365	\$81,008	\$89,571	\$110,825	\$110,896	\$118,035	\$121,996

For the 2024-2025 school year, each cell base on the 2023-2024 salary schedule will be increased by 3.7% (the state funded IPD). For the 2025-2026 and 2026-2027 school years, each cell base of the proceeding salary schedule will be increased by IPD.

Beginning for the 2027-2028 school year, and for each contract negotiation thereafter, the parties shall negotiate a salary which places the Association in the upper two thirds of the twelve districts (i.e. eighth or higher out of twelve), including Yelm Community Schools, as listed below. If the parties disagree regarding placement, then the issue will go to fact finding as outlined in RCW 41.59.120(2). If applicable, the fact-finder's decision will be applied retroactively to the first day of the new contractual period. This provision only applies when the contract is open.

Comparable districts include Bethel, Eatonville, Franklin Pierce, Griffin, North Thurston, Olympia, Rainier, Tenino, Tumwater, and University place, as well as Yelm Community Schools.

Provisions Governing Employees Salary Schedule:

a. Placement of employees on the salary schedule:

All employees will be placed on the salary schedule in accordance with their highest degree and actual educational credits earned after the granting of that degree. Additional credit hours earned after the highest degree shall be applicable for advanced placement on the schedule provided that the credits were recognized by the Office of the Superintendent of Public Instruction (OSPI) or State Board of Education (SBE).

b. Index:

Increments for experience, education and Master's/Doctorate degree will be in accordance with the index shown on the salary schedule. Step 1 shall correspond to an employee in their first year of certificated job experience.

Experience and educational increments shall be paid to those employees who have earned additional credits and/or experience for advancement on the salary schedule effective September 1st of each year the contract is in effect.

c. Education Credits:

- i. Education credits will be granted for clock hours or credits from a four(4) year degree granting institution or other OSPI approved agencies and for courses taken at community colleges or classes accepted by OSPI or SBE for college or clock hour credit.
- ii. Credit for education experience shall be given automatically when evidence of such credit is filed with the District. Such evidence should be in the form of official college or OSPI approved agency transcript letter or report for credit in-service or clock hours and should be filed with Human Resources no later than October 1st. If, for some circumstances beyond the control of the employee, the college transcripts or reports are not available, and the District has been advised by the college or credit-granting institution of the credit, the employee shall be granted the allowance for credit. The District will provide notice of available accredited college courses throughout the year to be held in this District or in surrounding districts.
- iii. Education credits shall be given automatically for non-college educational activities voluntarily entered into by an employee for the purpose of strengthening their competencies, in accordance with the following:

One-quarter hour of university credit shall be granted for each ten (10) hours of class, workshop or laboratory experience recognized by OSPI or SBE for salary credit or clock hours.

d. Experience Credits:

- i. Credit shall be given for experience and will be granted in accordance with OSPI rules.
- ii. Experience credit shall be given for military, Peace Corps, VISTA or sabbatical experience that interrupts employment in accordance with OSPI rules. For vocational instructors who hold no degree, experience will be granted in accordance with OSPI rules.
- iii. Experience in colleges or related positions held in industry shall be evaluated by the Superintendent/designee and such credit granted as deemed appropriate to that experience, in accordance with OSPI rules.
- iv. Experience credit shall be given for ESA positions (psychologists, speech language pathologist, Nurse, OT/PT) in accordance with OSPI rules. In ESA categories experience credit may be granted for some clinical experience not recognized by state funding. This would necessitate the use of District general funds. In the event the District chooses to grant additional experience credits, all eligible employees within the ESA category will be granted such credit provided a request in writing to recognize their clinical experience is provided to the Superintendent and verification of employment meets state standards. Credit granted will remain with the employee for their duration of employment in the district. Such experience will be paid on a supplemental agreement until the employee(s) reaches the maximum experience allowed on the salary schedule.
- v. For all ESA positions (psychologists, speech language pathologist, Nurse, OT/PT) The District will grant additional experience credits for up to ten (10) years of clinical experience. All eligible employees within the ESA category will be granted such credit provided a request in writing to recognize their clinical experience is provided to the Superintendent or designee and verification of employment meets state standards. Credit granted will remain with the employee for their duration of employment in the district.

e. Out-of-State Credit:

Employees hired from out-of-state shall be given the same credit consideration, rights and benefits as those hired from within the state or those presently working for the District, in accordance with OSPI provisions.

Classification on the salary schedule for experience shall be in accordance with OSPI rules and the provisions within this agreement.

C. Insurance Benefits:

The District shall pay the state funded allocation rate for each eligible employee. The District will pay the premium for all eligible employees regardless of whether the employee waives benefits or not.

Beginning January 1, 2020, employees will receive health and other insurance benefits through the School Employees Benefit Board (SEBB) Program as adopted in the School Employees Health Care Coalition agreement. The District will pass through the fullest extent of benefits provided by the state. This amount shall be contributed toward insurance coverage monthly per eligible employee as defined below.

- 1. Employee Eligibility: All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, six hundred thirty (630) hours or more in a school year. For purposes of benefits provided under the SEBB, school year shall mean September 1 through August 31.
- 2. Dependent Eligibility: Legal spouses, state-registered partners, children up to age twenty-six

(26) (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.

3. Calculation of Hours: All hours worked during the school year as a school district employee shall count for purposes of establishing eligibility. Employees who are hired later in the school year but are anticipated to work six hundred thirty (630) hours or more the following year are eligible for coverage based on the HCA rules for mid-year hires.
4. Benefit Enrollment/Start: Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work six hundred thirty (630) hours, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work six hundred thirty (630) hours or more during the school year and that employee begins on or before the first day of school in September.
5. Benefit Termination/End: Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e. the end of the school/work year), benefit coverage will continue through August 31st.

D. Payment:

1. Employees shall be paid in twelve (12) monthly installments. Each payment shall contain one-twelfth (1/12) of the contracted salary. Back pay for salary increases will be prorated over the remaining months in the contract year.
2. Monthly salary payments shall be issued to the employee on the last business day of each month.
3. In the event of a mistake in payment resulting in a one (1) time underpayment or overpayment, corrections shall be made as soon as possible and no later than the last working day of the following month. Cumulative errors shall be corrected at the rate at which they accumulated or as agreed to between the District and the affected employee. An employee may bring an Association representative to any meetings held to discuss the corrections of a payment error. The District must notify the employee during the contract year that underpayment or overpayment occurred, to arrange for payment or repayment. Repayment must be made as soon as possible. All salary adjustments shall be made by the end of the employee's contract.
4. All compensation owed to an employee who is leaving the District shall, upon request, be paid thirty (30) days after the final day of work.
5. Salary payments will be made through direct deposits to employee checking or savings accounts in area banks, credit unions or savings and loans.

E. Sick Leave Buy Back/Attendance Incentive:

In order to encourage regular attendance by all employees, the following attendance incentive program is hereby established:

1. Annual Conversion of Accumulated Sick Leave:

In January, any employee who at the end of the immediately previous calendar year shall have accumulated in excess of sixty (60) days of unused sick leave, may elect to convert unused sick leave earned the previous year in excess of sixty (60) days to monetary compensation at the rate of twenty-five (25) percent of the employee's current, full-time daily rate of compensation for each full day of eligible sick leave. Any such election shall be made by written notice to the Business Office during the month of January. Any such annual conversion of accumulated sick

leave shall be subject to the terms and limitations of state statute and regulation.

2. Conversion of Sick Leave upon Retirement or Death:

Any employee who, or after June 12, 1985, shall retire or who will die while employed by the District may elect (personally or by their personal representative, as appropriate) to convert accumulated unused sick leave days to monetary compensation at the rate of twenty-five (25) percent of the employee's full-time daily rate of compensation at the time of termination from employment for each full day of eligible sick leave. Any such conversion of sick leave upon retirement or death shall be subject to the terms and limitations of state statute and regulation.

3. Voluntary Employees' Benefit Association Trust:

The District will provide a health reimbursement arrangement (HRA) plan offered and administered by the Voluntary Employees' Benefit Association Trust for Public Employees in the State of Washington. The District agrees to contribute to the VEBA Trust on behalf of all eligible employees in the Yelm Education Association, in accordance with VEBA regulatory limitations, for each year covered by this collective bargaining agreement.

The District will work with each employee to fill out the enrollment form in order to become eligible for benefits. Contributions may be made from the following funding sources:

- a. Sick Leave Contributions – Retirement /Separation from Service: Employees may contribute at retirement or separation from service in accordance with RCW 28A.400.210.
- b. Sick Leave Contributions – Annual: Employees who have accumulated 180 (one hundred eighty) days, or more, of unused sick leave may contribute the excess on an annual basis. Contributions are based upon the number of sick leave days earned during the previous calendar year, less any days used during that calendar year.
- c. Personal Leave Contributions – Retirement or Separation from Service: Employees are able to contribute the full value of their accrued personal leave upon retirement or separation from service.
- d. Personal Leave Contributions – Annual: Employees may elect to contribute annual personal leave cash-out amounts per this negotiated agreement.

This section is applicable for each year covered by this collective bargaining agreement. The ratification of this collective bargaining agreement takes the place of an annual vote.

F. Transcripts:

When hired, each new employee is required, at their expense, to furnish the District an official transcript of their complete college work in order to establish their position on the salary schedule including and above the BA level. Verification for placement on the salary schedule shall be by official transcript kept on file in the District Office. It is the responsibility of the employee to keep Human Resources supplied with new official transcripts of college credits and criteria forms documenting state required criteria for credit and clock hours used for the purpose of changing position on the salary schedule.

Beginning September 1, 2003, if transcripts are missing from the employee file and the employee has a receipt or cancelled check showing a transcript being ordered, the employee will request and the District will pay the cost of the replacement transcript.

G. Workers' Compensation:

The District shall make contributions for state industrial insurance on behalf of all employees subject

to this Agreement. In the event an employee is absent for reasons that are covered by the Washington State Industrial Insurance, the District shall pay the employee an amount equal to the difference between their normal pay and that paid by the industrial insurance from their accumulated leave.

ARTICLE XIII - GRIEVANCE PROCEDURE

A grievance may be a claim by an employee of an alleged violation, misinterpretation or misapplication of the Collective Bargaining Agreement.

This article does not apply to alleged violations, misinterpretations or misapplications of administrative procedures or Board policies. Such claims should be resolved in compliance with Board Policy 5270 - Resolution of Staff Complaints.

Grievances arising between the District and its employees covered by this Agreement, or between the District and the Association, with respect to matters dealing with the interpretation or application of the express provisions of this Agreement, shall be resolved in strict compliance with this Article.

STEP I

An employee shall first orally present their grievance to their administrator for settlement. Such presentation must be made within ten (10) working days following the occurrence of the event giving rise to the grievance or be deemed waived. The administrator shall, within ten (10) days thereafter (days in this section shall be interpreted as working days), provide to the employee their answer to the grievance. At any point during the grievance procedure, the grievant may file a written notice to their administrator terminating their grievance.

STEP II

If the grievance is not resolved to the grievant's satisfaction in accordance with the preceding subsection, the grievant has ten (10) days after talking to their administrator to move the grievance forward by submitting it in writing to their administrator using the Grievance Report Form, which should contain the following:

1. The facts on which the grievance is based;
2. A reference to the specific provisions in this Agreement which have been allegedly violated;
3. The remedy sought.

The grievant shall submit the written statement of grievance to their immediate administrator for reconsideration and shall submit a copy to Human Resources. If the grievant wishes, they may be accompanied by an Association representative at subsequent discussions or meetings.

The parties will have ten (10) working days from submission of the written statement of grievance to resolve it. A written statement indicating a disposition of the grievance shall be furnished to the grievant and to Association, if applicable.

STEP III

If a settlement has not been reached at Step II and the grievant believes the grievance to be valid, the grievant may submit a written statement of their grievance to the District's Superintendent or their designee within ten (10) working days after the receipt of the Step II response. After such submission, the parties will have ten (10) working days to resolve the grievance. A written statement indicating the disposition of the grievance shall be furnished to the grievant and the Association, if applicable.

Grievances which the Association may have against the District, limited as aforesaid to matters dealing with the interpretation or application of the express provisions of this Agreement, shall be commenced by filing with the Superintendent of schools or their designee. A grievance not filed within ten (10) working days following the occurrence of the event giving rise to the grievance will be deemed waived. The Superintendent and the Association will have ten (10) working days from the receipt of the grievance to resolve it.

STEP IV

If a settlement is not reached in Step III within the specified or agreed time limit, the Association may in writing, within ten (10) working days thereafter, request that the matter be submitted to an arbiter for prompt hearing as hereinafter provided:

1. Written notice of a request for arbitration shall be made to the Superintendent within ten (10) working days of receipt of the decision at Step III.
2. The issue must involve the interpretation or meaning of the express provisions of this Agreement.
3. When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) working days after submission of the written request for arbitration, the provisions of paragraph 4 below shall apply to the selection of an arbiter.
4. In the event an arbiter is not agreed upon as provided in paragraph 3 above, the parties shall jointly request the American Arbitration Association to submit a panel of seven (7) arbiters. Such a request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the seven (7) arbiters is received, the parties in turn have the right to strike a name from the panel until only one (1) name remains. The right to strike the first name from the panel shall be determined by lot.
5. Arbitration proceedings shall be in accordance with the following:
 - a. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days (unless mutually extended) of the completion of the closure of the record.
 - b. The arbiter 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.
 - c. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and where there is mutual agreement.
 - d. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. 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.
 - e. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
 - f. The District and the Association shall, by mutual consent, fix the amount of compensation to be paid for the services of the arbiter. The Association or the District, whichever is ruled against by the arbiter, shall pay seventy-five (75) percent of the compensation of the arbiter including necessary expenses and the other party shall pay twenty-five (25) percent of the arbiter's fees and expenses.
 - g. 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 of the stenographic costs.
6. All decisions arrived at under the provisions of this Article by the representatives of the District and the Association, or the arbiter, shall be final and binding upon both parties, provided, however, in arriving at such decision neither of the parties nor the arbiter shall have the authority to alter this Agreement in

whole or in part.

7. Petition by either party to a court of competent jurisdiction, on any arbitration decision or award, shall be limited to the following:
 - a. The arbiter exceeded the jurisdiction or authority under this Agreement.
 - b. The arbiter's decision or award is based on an error of law.
8. Grievance claims regarding retroactive compensation shall be limited to forty-five (45) calendar days prior to the written submission of the grievance to District representatives, provided, however, that this forty-five (45) day limitation may be waived by mutual consent of the parties.
9. The signing of any grievance by an employee or representative of either the District or the Association shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitrable issue or is properly subject to the grievance machinery under the terms of this Article.
10. Notwithstanding the above provisions, disputes relating to statutory adverse effect in contract status, nonrenewal, discharge, substance of probation and substance of evaluation shall not be subject to the provisions of this Article.

SUPPLEMENTAL GRIEVANCE PROCEDURES AND CONDITIONS

- A. Reprisals of any kind will not be taken by the District, the school administration or the Association against any individual or group because of their participation or non-participation in this grievance procedure.
- B. All matters, documents, communications and records pertaining to specific grievances shall be confidential and shall not be unnecessarily or indiscriminately related, disclosed or divulged by any participant in the grievance adjusting process or by any employee or administrator of the District. Upon the adjustment of the grievance, the documents, communications and records (except a record of the grievance and the final adjustment thereof which shall be filed separately from personnel files of the employees) shall be destroyed in such a manner as to maintain the confidential nature of the documents.
- C. Excluded from this procedure shall be matters of which law mandates another method of review, including but not limited to matters of adverse effect, non-renewal, discharge and suspension.
- D. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibilities.
- E. In the event that an alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
- F. A grievance involving the recognized employee organization and grievances involving an administrator above the level of building administrator may be initiated at Step III at the sole option of the grievant.
- G. Failure on the part of the District to render a decision concerning the grievance at any step of this procedure and within the time limits specified shall permit the grievance to be appealed to the next level of the grievance procedure. Untimely processing by a grievant or the Association shall constitute a waiver of the grievance.

All time limits within this grievance procedure may be extended by mutual agreement between the parties.

ARTICLE XIV - STATUS AND ADMINISTRATION OF AGREEMENT

A. Bargaining:

Any year, in which bargaining is necessary, it shall be the intent of both parties to begin by Feb. 15th and attempt to conclude such bargaining by August 30th.

B. Conformity to Law:

- a. If any provision or application of this Agreement is held to be invalid by operation of law, such provision or application shall become inoperative. The remainder of this Agreement shall remain in full force and effect for the duration of the Agreement.
- b. When a provision is found to be inoperative, the District and the Association shall establish within ten (10) working days a time to renegotiate in an attempt to comply with the law.

C. Double Levy Failure:

In the event of a double levy failure or documented loss of revenue, the District and the Association will meet, discuss and mutually agree to the adjustments/reductions in the number of available additional days, Professional Responsibility and Enrichment Days, and/or compensation supported by levy funding, supplemental agreements for extended days by a maximum of 50 (fifty) percent, class size and caseload language and the duration of the adjustments/reductions. A Letter of Agreement will be written to address the adjustments/reductions.

D. Duration of the Agreement:

This Agreement shall become effective September 1, 2024, and shall remain in effect until August 31, 2027. The District agrees to pass on all salary and insurance benefits provided by the legislature as they occur during the length of the contract.

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters and that the understandings and agreements arrived at by the parties are set forth in this Agreement.

This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term, subject only to a desire by both parties to mutually agree to amend or supplement at any time.

E. No-Strike Clause:

- a. The Board and Association recognize that the cessation or interruption of services by employees is in violation of the Agreement. This Association hereby agrees that it or its members collectively or individually will not initiate, cause, permit, participate or join in any strike or work stoppage. Strike and work stoppage shall be deemed to include, but not limited to, stoppages of any kinds, sit-ins, sick-ins, refusal to perform work, or any type of interference whatsoever with the operation of school facilities.
- b. In the event of any action in violation of this Agreement, the Association will immediately attempt to secure a return to work of those employees in violation. The Association shall be expected to take any and all action reasonably within its power to bring the activity to an end. Failure to carry out these provisions shall make the Association and its members liable for damages, injuries and costs incurred by the District.

- c. Both parties acknowledge that there may be concerted activities to promote legislation to improve wages, hours and terms and conditions of employment.
- d. In the event the Association wishes to participate in multi-local association activities, the Association President and the Superintendent shall meet to consider options, such as adjustments to the school day or student calendar, to allow participation without violation of this Agreement.

F. Reopener Clause:

Except as provided for in this section, this Agreement may be reopened for alterations, changes, deletions, additions or modifications only by the mutual consent of both parties. Requests for such amendments by either party must be in writing and must include a summary of the proposed amendment. The other party must accept or reject the request to reopen negotiations in writing within fifteen (15) calendar days.

G. Status of the Agreement:

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

The existing policies, rules, regulations, procedures or practices not in conflict with this Agreement are not affected by this Agreement.

H. Waivers:

A waiver or variance to this Agreement shall not be approved or deemed valid without the agreement and approval of each party.

When an alleged violation of this section occurs, the Association will have twenty (20) working days in which to file a grievance.

The District and the Association will meet and confer prior to entering into agreements with outside groups that may require waivers of this Agreement.

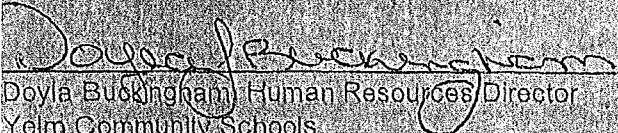
Signature Page

COLLECTIVE BARGAINING AGREEMENT BETWEEN


YELM COMMUNITY SCHOOLS

and


YELM EDUCATION ASSOCIATION
September 1, 2024 - August 31, 2027


Doyle Buckingham, Human Resources Director
Yelm Community Schools

10-29-2024
Date


Kathryn Oullum, Co-President
Yelm Education Association

10-30-24
Date


Tasha Johnson, Co-President
Yelm Education Association

10/29/24
Date



**Yelm Community Schools
Academic Intervention/Enrichment Activity Application**

The purpose and intent of this section is to financially compensate employees for providing academic intervention and/or enrichment activities.

Academic Intervention and Enrichment funds will only be awarded for activities that fall under one of the following categories:

- Academic intervention activities to develop skill mastery through games and activities.
- Academic tutoring offered to groups of 4 or more.
- Parent nights using games and activities to bridge school and home.
- Enrichment activities that enhance the joy of learning.

All Academic Achievement applications must meet the following criteria to be approved for funding:

- Time spent with students/parent activities must be outside of the contract day.
- Proposed activities must be time driven, teacher-driven instruction activities designed to improve student academic achievement.
- Employees will be limited to twenty (20) hours per request.
- Applications must be dated and signed by all applicants who are requesting funds.
- Each building's committee of employees and a building administrator must approve the application before it is sent to payroll for payment.

Academic intervention and enrichment applications will be submitted to the Human Resources Department on the designated form and will not be processed until approved by the building governance team and administrator.

Hours are available to each site for that fiscal year only. Hours will be provided as follows: elementary school 200 hours, middle school - 195 hours, high school 350 hours and alternative school - 66 hours. Compensation will be paid at the hourly rate of BA step 1 on the YCS K-12 salary schedule as recorded on a timesheet.

**Yelm Community Schools
Academic Intervention/Enrichment Activity Application**

Name: _____ Location: _____

Proposed Activity:

Will you be providing academic Intervention/enrichment to students or parents? **Yes** **No**

How many hours are required for completion of this activity? _____

At what time(s) will this activity take place? _____

Is this time outside of your contract day? **Yes** **No**

What is the anticipated number of students involved? _____

Which category does this activity fall under?

- Academic intervention activities to develop skill mastery through games and activities.
- Parent nights using games and activities to bridge school and home.
- Enrichment activities that enhance the joy of learning.

Applicant Signature(s): _____ **Date:** _____

(If more than one applicant, all applicants must sign and date this form, and it must be clear how the hours will be shared.)

Primary Contact Phone Number: _____

Governance Team Action: **Date:** _____ **Approved:** _____ **# of Hours Approved:** _____

Denied: _____ **Reason for Denial:** _____

Building Administrator Action: **Date:** _____ **Approved:** _____ **# of Hours Approved:** _____

Denied: _____ **Reason for Denial:** _____

Yelm Community Schools Academic Intervention/Enrichment Activity Application

Year: _____ School: _____

Administrator Signature: _____ Date: _____

Hours are available to each site for that fiscal year only. Hours will be provided as follows: elementary school - 200 hours, middle school - 195 hours, high school - 350 hours and alternative school - 66 hours. Compensation will be paid at the hourly rate of BA step 1 on the YCS K-12 salary schedule as recorded on a timesheet.

First and Last Name	# Hours	Activity

Total Budget Expenditure (Must not exceed available hours)	
--	--

Governance Team Member Name	Signature	Date

This form is to be sent to Human Resources, along with activity applications, after building approval.

APPENDIX II - Extended Compensation and Responsibilities

The following stipends will be paid as extended compensation equal to 1/180th of the employee's regular contracted salary for each day of the contract extension. The employee will receive a supplemental agreement for this time.

POSITION	DAYS	RESPONSIBILITIES
Counselors K-5	6 days	504 Plans, Parent/Community Contacts/Conferences
Counselors 6-8	15 days	504 Plans, Parent/Community Contacts/Conferences, Student Registration, Transcripts/Records Evaluation
Counselors 9-12	20 days	504 Plans, Parent/Community Contacts/Conferences, Student Registration, Transcripts/Records Evaluation
YES Counselor	11 days	504 Plans, Parent/Community Contacts/Conferences, Student Registration, Test Schedules, Transcripts/Records Evaluation
School Psychologists	14 days	Records Review, School Transition Planning, Testing/Evaluation Reports, Parent/Community Contacts/Conferences, IEP Meetings
Occupational/ Physical Therapist	12 days	Adaptive Equipment/Orders, Progress/Evaluation Reports, Parent/Doctor/Nurse/Vendor Contacts, Consultations with Teachers
Speech Language Pathologist	12 days	Compliance Reports, Planning/Writing IEPs, ESY, Parent Contacts, Progress/Evaluation Reports, School Transition Planning, Orders
Special Education Teacher	9 days	Compliance Reports, Planning/Writing IEPs, Progress/Evaluation Reports, School Transition Planning, Parent Contacts/Conferences
Nurse	11 days (minimum of 5 days before school)	Health Plans, Medication Acceptance/Disposal, Physician Contacts, Open & Close Health Rooms, Parent Contacts, Immunization Records

POSITION	DAYS	RESPONSIBILITIES
Librarian K-5	3 days	Book - Orders, Processing, Repair, Inventory, AV Equipment
Librarian 6-8	6 days	Book - Orders, Processing, Repair, Inventory, AV Equipment, Fines
Librarian 9-12	11 days	Book - Orders, Processing, Repair, Library Inventory, AV and Computer Equipment, Fines, Textbook Inventory (Increase in compensation is due to the textbook inventory)
Certificated Athletic Director	15 days Additional Stipend Based on Experience: Less than 2 years: \$9,000 2-4 years: \$10,000 Greater Than 4 Years: \$11,000	Scheduling and Organizing Athletic Events and Transportation. Hiring, Management and Evaluation of Coaching Staff. Hiring and Management of Athletic Event Staff and Supervisors. Providing Guidance for Team Budgets and Player Eligibility. Attendance at Regional Athletic Meetings, and Supervision of Athletic Events. Time may be adjusted based on event responsibilities to achieve a 7.5 hour work day per communication with the administrator.

The following stipends will be paid as a percentage of the base and a Supplemental Agreement will be issued.

POSITION	PERCENTAGE OF BASE		
Band	K-5	.035 per site	Parent rental/recruitment nights, coordinate repairs, two evening concerts per school, Christmas in the Park
Band	6-8	.06	Coordinate rentals/repairs, three evening concerts, Solo/ensemble contest, Christmas in the Park, District Music Festival
Band	9-12	.153	Coordinate rentals/repairs, three evening concerts, solo/ensemble contest, Christmas in the Park, District Music Festival, August marching band camp, all home football/boys & girls basketball games, post season
Elementary Music	K-5	.035 per site	Four evening/Saturday concerts including Christmas in the Park and District Music Festival
Choir	6-8	.05	Three evening concerts, solo/ensemble contest, Christmas in the Park, District Music Festival
Choir	9-12	.12	Six evening concerts, solo/ensemble contest, Christmas in the Park, District Music Festival
Yearbook	6-8	.05	Organize photo scheduling, take photos of school events, organize templates, meet with company, distribution plan
Yearbook	9-12	.09	Organize photo scheduling, take photos of school events, organize templates, meet with company, distribution plan
Honor Society	9-12	.05	Advise officers, monthly meetings, supervise initiation
ASB	6-8	.06	Advise officers, monthly meetings, budgets, elections, dances, supervise fundraisers, spirit days, end of year BBQ, assemblies
ASB	9-12	.09	Advise officers, monthly meetings, budgets, elections, dances, supervise fundraisers, spirit days, yearbook BBQ, assemblies, freshman orientation
Advisor	Grade 9	.045	Advise class officers, monthly meetings, supervise fundraisers
Advisor	Grade 10	.045	Advise class officers, monthly meetings, supervise fundraisers
Advisor	Grade 11	.075	Advise class officers, monthly meetings, supervise fundraisers/homecoming/prom
Advisor	Grade 12	.06	Advise class officers, monthly meetings, supervise fundraisers, assist with graduation/senior activities

Science Kits	K-5	\$650	Inventory, restock, organize and order supplies
Science Kits	6-8	\$450	Inventory, restock, organize and order supplies
Youth Legislator Program Supervisors		\$2300	Complete tasks in preparation for local and state student events and supervising and advising students in events that take place after school hours.
Computer Science for All Managers		\$2000	Organizing and supporting Hour of Code events, providing coding and computer science integration professional development outside of the contract day, organizing and facilitating meetings related to Computer Science for All, participation in computer science networking opportunities.
AVID Site Coordinator		\$2800	Completing additional tasks such as coordinating and facilitating meetings and professional development, taking AVID implementation data, disseminating information and AVID events and implementation throughout the assigned school, collaboration with the AVID district director, completing site plans, meeting AVID certification requirements by the identified due dates, and other duties related to the AVID implementation.
College in the High School		\$350 per class per semester, or \$35 per student per semester, whichever is higher.	Regular monthly communication with college liaisons, aligning assessments with university standards, grading and comments at university, end-of-course student evaluation, and professional development.

The following career and technical education stipends will be paid as extended compensation equal to 1/180th of the employee's regular contracted salary for each day of the contract extension. The employee will receive a supplemental agreement for this time paid from vocational funding.

POSITION	DAYS	RESPONSIBILITIES
FFA (Agriculture and Renewable Natural Resources)	38 days	In alignment with CTE program standards and district wide plan: Job Supervision, Home/Project Visitation, Development of Community Program, Supervise Leadership Activities, Summer Program, Equipment/Facility Maintenance, Material Preparation, Attend State Meetings, Advisory Committee Mtgs, State Mandated Reports
FBLA (Business Education)	7 days	In alignment with CTE program standards and district wide plan: Advisory Committee Mtgs., Professional Conferences, Equipment Maintenance, State Mandated Reports, Employer/Employee Visitation, Equipment/Material Preparation
DECA (Marketing Education)	7 days	In alignment with CTE program standards and district wide plan: Advisory Committee Mtgs., Professional Conferences, Equipment Maintenance, State Mandated Reports, Employer/Employee Visitation, Equipment/Material Preparation
Skills USA/STEM	7 days	In alignment with CTE program standards and district wide plan: Advisory Committee Mtgs., Professional Conferences, Equipment Maintenance, State Mandated Reports, Employer/Employee Visitation, Equipment/Material Preparation
Thespian (StageCraft/Technical Theater)	7 days	In alignment with CTE program standards and district wide plan: Advisory Committee Mtgs., Professional Conferences, Equipment Maintenance, State Mandated Reports, Employer/Employee Visitation, Equipment/Material Preparation
WCTSMA (Health Science Education)	38 days	In alignment with CTE program standards and district wide plan: Advisory Committee Mtgs., Professional Conferences, Equipment Maintenance, State Mandated Reports, Employer/Employee Visitation, Equipment/Material Preparation

The following career advisor stipends will be paid as a percentage of the base and a Supplemental Agreement will be issued.

POSITION	PERCENTAGE OF BASE	RESPONSIBILITIES
FFA (Agriculture and Renewable Natural Resources)	.094	Supervise/Guide Leadership Organization to meet state CTSO standards including: Monthly Meetings, Oversee Daily/Long Term Operation of Club, Follow Local, State & National Constitution & Bylaws, ASB Guidelines
FBLA (Business Education)	.094	Supervise/Guide Leadership Organization to meet state CTSO standards including: Monthly Meetings, Oversee Daily/Long Term Operation of Club, Follow Local, State & National Constitution & Bylaws, ASB Guidelines
DECA (Marketing Education)	.094	Supervise/Guide Leadership Organization to meet state CTSO standards including: Monthly Meetings, Oversee Daily/Long Term Operation of Club, Follow Local, State & National Constitution & Bylaws, ASB Guidelines
Skills USA/STEM	.094	Supervise/Guide Leadership Organization to meet state CTSO standards including: Monthly Meetings, Oversee Daily/Long Term Operation of Club, Follow Local, State & National Constitution & Bylaws, ASB Guidelines
Thespian (StageCraft/Technical Theater)	.094	Supervise/Guide Leadership Organization to meet state CTSO standards including: Monthly Meetings, Oversee Daily/Long Term Operation of Club, Follow Local, State & National Constitution & Bylaws, ASB Guidelines
WCTSMA (Health Science Education)	.094	Supervise/Guide Leadership Organization to meet state CTSO standards including: Monthly Meetings, Oversee Daily/Long Term Operation of Club, Follow Local, State & National Constitution & Bylaws, ASB Guidelines

APPENDIX III - Employee Evaluation (Classroom Teacher) Forms

Beginning in the 2018/19 school year the District will discontinue use of iObservation as the electronic evaluation tool, and work with the Association to convert all negotiated forms in Appendix III into electronic, fillable forms for employee and evaluator use. All references to the electronic evaluation tool in this agreement will serve to represent the electronic forms that have been created mutually by the District and Association.

SELF ASSESSMENT VERIFICATION

Instructions: Reflective practice is a key component of an effective instructional program. Use this document to rate your implementation of instructional strategies and effective use of the elements. Collaborate with colleagues or work independently to identify areas of potential improvement in your instruction, and reflect on ways to improve your delivery of specific elements.

1. Complete the self-assessment of the implementation of elements individually.
 - a. Which elements did you rate yourself highly on?
 - b. What do you do well when implementing the elements?
2. Choose an element to focus on for growth and answer the questions below.

Focus Element Reflection

Instructions: Use this table and the feedback from your self-assessment above to identify one element you will deliberately practice. Reflect on how you can improve, what your focus will be, how you will obtain feedback, and how you can use it.

Focus Element: _____

What do I need to adjust in order to progress to the next level for the element?	
What will I focus on between now and the next progress check-in?	
How will I get feedback from my peers to help improve my implementation of this element?	
How will I incorporate the feedback from my peers on my use of this element?	

SELF ASSESSMENT

Instructions: Reflective practice is a key component of an effective instructional program. Use this document to rate your implementation of instructional strategies and effective use of the elements. Collaborate with colleagues or work independently to identify areas of potential improvement in your instruction, and reflect on ways to improve your delivery of specific elements.

1. Complete the self-assessment of the implementation of elements individually.
 - a. Which elements did you rate yourself highly on?
 - b. What do you do well when implementing the elements?
2. Choose an element to focus on for growth and answer the questions below.

Self-Assessment of Implementation of Elements

Reflect on how well you implement the strategies within each of the elements in Domain 1 for the Marzano Teacher Evaluation Model. Using the Marzano Observation and Feedback Protocol, score yourself on the developmental scale.

Lesson Segment Involving Routine Events

Design Question: What will I do to establish and communicate learning goals, track student progress and celebrate success?

ELEMENT	Not Using (0)	Beginning (1)	Developing (2)	Applying (3)	Innovating (4)
How do I rate my use of provide clear learning goals and scales (rubrics)?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of tracking student progress?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of celebrating success?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Design Question: What will I do to establish and maintain classroom rules and procedures?

ELEMENT	Not Using (0)	Beginning (1)	Developing (2)	Applying (3)	Innovating (4)
How do I rate my use of establishing classroom routines?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of organizing the physical layout of the classroom?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Lesson Segment Addressing Content

Design Question: What will I do to help students effectively interact with new content?

ELEMENT	Not Using (0)	Beginning (1)	Developing (2)	Applying (3)	Innovating (4)
How do I rate my use of identifying critical information?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of organizing students to interact with new knowledge?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of previewing new content?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

How do I rate my use of chunking content into digestible bites?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of helping students process new information?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of helping students elaborate on new information?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of helping students record and represent knowledge?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of helping students reflect on their learning?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Design Question: What will I do to help students practice and deepen their understanding of new knowledge?

ELEMENT	Not Using (0)	Beginning (1)	Developing (2)	Applying (3)	Innovating (4)
How do I rate my use of reviewing content?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of organizing students to practice and deepen knowledge?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of homework?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of helping students examine similarities and differences?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of helping students examine errors in reasoning?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of helping students practice skills, strategies and processes?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of helping students revise knowledge?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Design Question: What will I do to help students generate and test hypotheses about new knowledge?

ELEMENT	Not Using (0)	Beginning (1)	Developing (2)	Applying (3)	Innovating (4)
How do I rate my use of organizing students for cognitively complex tasks?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of engaging students in cognitively complex tasks involving hypotheses generation and testing?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of providing resources and guidance?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Lesson Segment Enacted on the Spot

Design Question: What will I do to engage students?

ELEMENT	Not Using (0)	Beginning (1)	Developing (2)	Applying (3)	Innovating (4)
How do I rate my use of noticing when students are not engaged?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of academic games?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of managing response rates?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of physical movement?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of maintaining a lively pace?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of demonstrating intensity and enthusiasm?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of friendly controversy?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of providing opportunities for students to talk about themselves?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

How do I rate my use of presenting unusual or intriguing information?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
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Design Question: What will I do to recognize and acknowledge adherence or lack of adherence to rules and procedures?

ELEMENT	Not Using (0)	Beginning (1)	Developing (2)	Applying (3)	Innovating (4)
How do I rate my use of demonstrating "withitness"?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of applying consequences for lack of adherence to rules and procedures?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of acknowledging adherence to rules and procedures?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Design Question: What will I do to establish and maintain effective relationships with students?

ELEMENT	Not Using (0)	Beginning (1)	Developing (2)	Applying (3)	Innovating (4)
How do I rate my use of understanding students' interests and backgrounds?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of using verbal or nonverbal behaviors that indicate affection for students?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of displaying objectivity and control?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Design Question: What will I do to communicate high expectations for all students?

ELEMENT	Not Using (0)	Beginning (1)	Developing (2)	Applying (3)	Innovating (4)
How do I rate my use of demonstrating value and respect for low-expectancy students?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of asking questions of low-expectancy students?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How do I rate my use of probing incorrect answers with low-expectancy students?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Focus Element Reflection

Instructions: Use this table and the feedback from your self assessment above to identify an element you will deliberately practice. Reflect on how you can improve, what your focus will be, how you will obtain feedback, and how you can use it.

Focus Element:

What do I need to adjust in order to progress to the next level for the element?	<input style="background-color: #e6f2ff;" type="text"/>
What will I focus on between now and the next progress check-in?	<input style="background-color: #e6f2ff;" type="text"/>
How will I get feedback from my peers to help improve my implementation of this element?	<input style="background-color: #e6f2ff;" type="text"/>
How will I incorporate the feedback from my peers on my use of this element?	<input style="background-color: #e6f2ff;" type="text"/>

What do I choose?

Evaluation	Goal 6 <i>Establishment of a student growth goal for your whole class</i>	Goal 3 <i>Establishment of a goal identifying a subgroup of students not reaching full potential.</i>	Goal 8 <i>Establishment of a goal focused on a collaborative effort to improve instructional practice and student learning.</i>
Focused	OR		No
Comprehensive	Yes	Yes	Yes

All goals must contain: S=specific, M=measurable, A=attainable, R=realistic, and T=timely elements.

Goal	Example	Your Goal(s)
6.1 3.1		
Who	All of my students (6.1) Sarah, Noah, Chase, Nathan, Kelsey and Peyton (3.1)	
Will do what	will achieve a proficiency score of 3	
On	on the Chapter 4 district math assessment on fractions.	
Which specifically covers	We will specifically cover 5.NF.1 add and subtract fractions with unlike denominators (including mixed numbers) by replacing given fractions with equivalent fractions in such a way as to produce an equivalent sum or difference of fractions with like denominators and 5.NF.2 Solve word problems involving addition and subtraction of fractions referring to the same whole including cases of unlike denominators. Students will know and use the following vocabulary correctly in context (fraction, denominator, equivalent, sums, difference, estimate, whole numbers).	
When	Our unit of study begins on October 5 and ends on November 10.	
As measured by	Pretest followed by a weekly formative assessment to measure their understanding of each learning target in the chapter. These assessments will be used to monitor, adjust and evaluate their learning. The final assessment will be given on November 10.	

Goal 8.1	Example	Your Goal
Who	I	
Will do what	will collaborate every Wednesday with my grade level PLC team	
On	to analyze student work on progress toward meeting standards	
As measured by	As measured by Fall, Winter, Spring District benchmark assessments, quick checks, curriculum based assessments, IAB's and exit tickets.	
Which specifically covers	Our discussion will focus on student achievement and our response to their assessment results.	
When	Starting Wednesday, September 16 and ending on April 27	

YCS Student Growth Goal-Setting Form

Teacher Names:	Grade Level(s):	PLC Content Area/Course:
-----------------------	------------------------	---------------------------------

Criterion 8: Growth measures targeted by **Content Specific Professional Learning Community**

Identified content area and standard(s) being measured as a PLC	
Describe your PLC's plan to develop/select and implement common high-quality measures ie., Benchmark assessment (ex. Precision assessment in Tech Comm or Inquiry process – Science, Literacy Strands or Academic Vocabulary - Non Math/ELA, Use the learning progressions goals	
Identify Student growth Assessment plan – to monitor progress: (pre/post, formative/summative, benchmark assessments, etc.	
Time frame - Describe your PLC's plan to monitor growth and achievement throughout the Semester or school year. Identify semester time frame and school year time frame to end in April	
Student Growth Goal Statement: Briefly describe the goal. Using students starting points identify the number or % of students for each level.	

Criterion 6: Growth focused on whole classroom

Identified content area, standard(s)			
Class of students to be targeted			
Identify Student growth Assessment plan: (pre/post, formative/summative, benchmark assessments, etc.)	Approx-imate date	Type of assessment	Assessment description e.g. "Ice water lab report;" "Inference quiz;" "C.B.A."
		Pre-assessment	
		Formative	
		Formative	
		Post-assessment	
Student Growth Goal Statement: Briefly describe the goal. Using students starting points identify the number or % of students for each level. (Attach documentation identifying student names and current performance levels.)			

Criterion 3: Growth focused on a **SUBGROUP** of students

<p>Identified content area, standard(s)</p>	
<p>SUBGROUP of students to be targeted</p>	
<p>Identify Student growth Assessment plan: (pre/post, formative/summative, benchmark assessments, etc.)</p>	
<p>Student Growth Goal Statement: Briefly describe the goal. Using students starting points identify the number or % of students for each level. (Attach documentation identifying student names and current performance levels.)</p>	

Teacher Signature: _____

Date: _____

Principal Signature: _____

Date: _____

Pre-Observation Planning Conference Form

Name: _____

Learning Target:

Subject: _____

Observation date: _____ Time: _____

1. Briefly describe the students in your classroom (e.g., number of students, gender, special needs, etc.)

2. What will you do to establish learning goals, track student progress and celebrate success for this lesson?

3. What will you do to establish or maintain classroom rules and procedures for this lesson? (Design Question 6)

4. What will you do to help students effectively interact with new knowledge? (Design Question 2)

5. What will you do to help students practice new knowledge? (Design Question 3)

6. What will you do to help students generate and test hypothesis about new knowledge? (Design Question 4)

7. What will you do to engage students in the lesson? (Design question 5)

8. What will you do to recognize and acknowledge lack of adherence to classroom rules and procedures?
(Design Question 7)

9. What will you do to establish and maintain effective relationships with students during this lesson? (Design
Question 8)

10. What will you do to communicate high expectations to students within the lesson? (Design Question 9)

11. How will this lesson be organized as part of a cohesive unit? (Domain 2 – Element 43)

Formal Observation Form

The District and Association mutually agree that formal observations will be documents using the Marzano Criterion Scales electronic document. This form is previewed below, and fully accessible in electronic form for evaluators to use and provide to those that they evaluate.

Criterion 1-8			
Criterion 1: Centering instruction on high expectations for student achievement.			
Component 1.1: Providing Clear Learning Goals and Scales (Rubrics)			
<i>The teacher communicates high expectations for learning by developing, aligning, and communicating clear daily learning targets and/or longer-term learning goals (grade-level standards) with rubrics for the goals.</i>			
Possible Teacher Evidence	Possible Student Evidence		
<ul style="list-style-type: none"> <input type="checkbox"/> Has a learning target/goal posted so that all students can see it <input type="checkbox"/> Ensures that the learning target/goal is a clear statement of knowledge or skill as opposed to an activity or assignment Makes reference to the learning target/goal throughout the lesson <input type="checkbox"/> Has a scale or rubric that relates to the learning goal posted so that all students can see it <input type="checkbox"/> Makes reference to the scale or rubric throughout the lesson 	<ul style="list-style-type: none"> <input type="checkbox"/> Can explain the learning target for that day's lesson <input type="checkbox"/> Can explain the relationship of the daily target to the long-term learning goal (grade-level standard) <input type="checkbox"/> Can explain how their current activities relate to the learning target/goal <input type="checkbox"/> Can explain the meaning of the levels of performance articulated in the scale or rubric <input type="checkbox"/> Can explain how they will achieve the learning target/ goal 		
Comments			
<input type="checkbox"/> Unsatisfactory – 1	<input type="checkbox"/> Basic – 2	<input type="checkbox"/> Proficient – 3	<input type="checkbox"/> Distinguished – 4
<p>When the strategy is called for the teacher does not use it or the teacher uses the strategy incorrectly or with parts missing.</p>	<p>The teacher provides a stated learning target (daily) and/or learning goal (longer term) but the learning goal is not accompanied by a scale or rubric that describes levels of performance.</p>	<p>The teacher provides a clearly stated learning target (daily) and/or learning goal (longer term). The learning goal is accompanied by a scale or rubric that describes levels of performance. Additionally, the teacher monitors students' understanding of the learning target/goal and the levels of performance.</p>	<p>The teacher adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.</p>

Post Observation Reflection Form

Name _____ Date _____

1. Overall, how do you think the lesson went and why?

2. In what ways did students meet or not meet the learning goals you established for this lesson?

3. How did your assessments inform your understanding of the learning?

4. To what extent did the organization of your classroom and your rules and procedures maximize student learning?

5. How did the instructional strategies you used help students (learn new, practice and deepen or extend) content?

6. What techniques for engaging students were most successful?

7. What specific actions did you take to communicate high expectations for students? How did these impact students' learning?

8. How did this lesson inform your instructional plan?

Employee:	
School:	
Evaluator:	School Year:
Dates of observations: 1)	2)
Date of conference:	

The following tentative ratings and comments are based on the first 90 calendar days of employment and do not indicate what is expected to be the final evaluation outcome. The information contained in this form is based on observations and evidence to-date.

Component and Criterion Scoring Key

- | | |
|---------------------------|---|
| 1 = Unsatisfactory | <i>An * next to a numerical score indicates there is currently insufficient evidence to give a final component score.</i> |
| 2 = Basic | |
| 3 = Proficient | |
| 4 = Distinguished | |

N/E = No Evidence

N/A = Not Selected as an Area of Focus/Not Applicable

Criterion Performance Scoring Chart				
# of Components	1 Unsatisfactory	2 Basic	3 Proficient	4 Distinguished
1	1	2	3	4
2	2	3-4	5-6	7-8
3	3-4	5-7	8-10	11-12
4	4-5	6-9	10-13	14-16
5	5-6	7-12	13-17	18-20
6	6-8	9-14	15-20	21-24
7	7-9	10-16	17-24	25-28
8	8-10	11-18	19-26	27-32

Tentative criterion scores will be determined by calculating the sum of the component scores for each criterion using the chart above. For the purpose of comprehensive evaluations, scores will be established using at least 50% of the components from each criteria and 100% of the student growth components.

Tentative Component and Criterion Scores		
1	Criterion 1: Centering instruction on high expectations for student achievement.	
	1.1 Providing clear learning goals and scales (rubrics)	
	1.2 Celebrating success	
	1.3 Understanding student's interests and backgrounds	
	1.4 Demonstrating value and respect for underserved students	
2	Criterion 2: Demonstrating effective teaching practices.	
	2.1 Interacting with new knowledge	
	2.2 Organizing students to practice and deepen knowledge	
	2.3 Organizing students for cognitively complex tasks	
	2.4 Asking questions of typically underserved students	
	2.5 Probing incorrect answers with underserved students	
	2.6 Noticing when students are not engaged	
	2.7 Using and applying academic vocabulary	
	2.8 Evaluating effectiveness of individual lessons and units	
3	Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.	
	3.1 Effectiveness scaffolding of information within lessons	
	3.2 Planning and preparing for the needs of all students	

Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.		
4	4.1 Attention to established content standards	
	4.2 Use of available resources and technology	
Criterion 5: Fostering and managing a safe, positive learning environment.		
5	5.1 Organizing the physical layout of the classroom	
	5.2 Reviewing expectations to rules and procedures	
	5.3 Demonstrating "withitness"	
	5.4 Applying consequences for lack of adherence to rules	
	5.5 Acknowledging adherence to rules and procedures	
	5.6 Displaying objectivity and control	
Criterion 6: Using multiple student data elements to modify instruction and improve student learning.		
6	6.1 Designing instruction aligned to assessment	
	6.2 Using multiple data elements	
	6.3 Tracking student progress	
Criterion 7: Communicating and collaborating with parents and school community.		
7	7.1 Promoting positive interactions about students and parents	
	7.2 Promoting positive interactions about students and parents	
Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.		
8	8.1 Seeking mentorship for areas of need or interest	
	8.2 Promoting positive interactions with colleagues	
	8.3 Participating in district and school initiatives	
	8.4 Monitoring progress relative to the professional growth plan	

Student Growth Components	
3.1 Subgroup Goal Setting	
3.2 Subgroup Goal Achievement	
6.1 Group Goal Setting	
6.2 Group Goal Achievement	
8.1 Collaborative Goal Setting	

Necessary resources for components or criteria below proficient:

Signatures:

The employee's signature below indicates his or her receipt of this evaluation report only and does not imply that he or she agrees with the contents of the report and/or tentative scores.

Evaluatee

Evaluator

Date

Copy for Employee
Copy for Evaluator

Yelm Community Schools - Comprehensive Evaluation Scoring

- Each teacher's criterion scores are established using at least 50% of the components from each criteria and 100% of the student growth components.
- The Summative Criteria Score is the sum of the eight criterion scores and is determined by the summative scoring band.
- The Student Growth Impact Rating is generated by combining the five student growth rubric components from criteria 3, 6, and 8, and is determined by the Student Growth approved scoring band.
- Teachers with a "Distinguished" Summative Criteria Score and a "Low" Student Growth Impact Rating **cannot** be rated higher than "Proficient."
- A "Low" Student Growth Impact Rating triggers a student growth inquiry regardless of Summative Criteria Score.

Criterion 1: Expectations
 = Criterion 1

Criterion 2: Instruction
 = Criterion 2

Criterion 3: Differentiation
 = Criterion 3

Criterion 4: Content Knowledge
 = Criterion 4

Criterion 5: Learning Environment
 = Criterion 5

Criterion 6: Assessment
 = Criterion 6

Criterion 7: Families and Community
 = Criterion 7

Criterion 8: Professional Practice
 = Criterion 8
 = Criterion 8 score

Marzano Rubric Components (each scored 1-4)

- Student Growth Component
- Instructional and Professional Practice Component

Teacher:

Criterion scores will be determined using the following table.

# of Components	1	2	3	4
1	1	2	3	4
2	2	3-4	5-6	7-8
3	3-4	5-7	8-10	11-12
4	4-5	6-9	10-13	14-16
5	5-6	7-12	13-17	18-20
6	6-8	9-14	15-20	21-24
7	7-9	10-16	17-24	25-28
8	8-10	11-18	19-26	27-32

0 Final Summative Score
 The sum of all eight criterion scores

8-14	15- 21	22-28	29-32
U	B	P	D*

*A teacher with a summative rating of "D", and a "Low" Student Growth Impact Rating will receive a summative rating of "P".

0 Student Growth Impact Rating
 The sum of all five student growth components from criteria 3, 6, and 8

5-12	13-17	18-20
Low*	Average	High

*A score of "1" in any of the student growth components results in a "Low" Student Growth Impact Rating.

Teacher Signature: _____

Evaluator Signature: _____

Date: _____

Final Rating: Unsatisfactory Basic Proficient Distinguished

Yelm Community Schools - Focused Evaluation Scoring

Teacher:

Evaluator:

The score received on the selected criterion/criteria is the score assigned as the final summative score as identified on the Focused Evaluation Scoring Form. Though and employee may earn a final summative score on the Focused Evaluation Scoring form, their most recent Comprehensive summative score will carry through the Focused evaluation period, and serve as their summative score for the Focused Evaluation years.



Teacher Signature:

Evaluator Signature:

Marzano Rubric Components (each scored 1-4)

- Student Growth Component
- Instructional and Professional Practice Component

Criterion 3: Differentiation
 = Criterion 3

Criterion 6: Assessment
 = Criterion 6

Final Summative scores will be determined from the following table using the Total Criterion Score.

Combined # of Components	1	2	3	4
1	1	2	3	4
2	2	3-4	5-6	7-8
3	3-4	5-7	8-10	11-12
4	4-5	6-9	10-13	14-16
5	5-6	7-12	13-17	18-20
6	6-8	9-14	15-20	21-24
7	7-9	10-16	17-24	25-28
8	8-10	11-18	19-26	27-32
9	9-11	12-20	21-28	29-36
10	10-12	13-22	23-30	31-40
11	11-12	14-24	25-32	33-44

Under the focused evaluation a summative score will be based on the components from a single criterion and student growth components. If you select Criterion 1,2, 4,5, 7, or 8 you must complete the student growth components from criterion 3 or 6.

Student Growth Components from: Criterion 3 Criterion 6

Criterion 1: Expectations
 Student Growth = Criterion 1

Criterion 2: Instruction
 Student Growth = Criterion 2

Criterion 4: Content Knowledge
 Student Growth = Criterion 4

Criterion 5: Learning Environment
 Student Growth = Criterion 5

Criterion 7: Families and Community
 Student Growth = Criterion 7

Criterion 8: Professional Practice
 = Criterion 8 score **Student Growth** = Criterion 8

Final Summative Score

Unsatisfactory Basic Proficient Distinguished

Most Recent Comprehensive Summative Score: _____

APPENDIX IV - Employee Evaluation (Certificated Support Personnel) Forms

Counselors

YELM COMMUNITY SCHOOLS

COUNSELOR EVALUATION

<Employee Name >

<Assignment >

Date: _____

Annual: _____

90 Day: _____

Other: _____

It is my judgment, based upon the adopted criteria, this employee's overall performance, during the evaluation period covered in this report, has been:

- Exemplary
- Meets Expectations
- Basic
- Unsatisfactory

Principal's Signature

This evaluation is based in whole or in part upon observations for the purposes of evaluation which occurred on the dates and for the duration indicated as follows:

Date 1:

Date 2:

Date 3:

Additional Comments:

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Date: _____ Employee: _____

Criterion 1- School Counseling Program Develop, lead, and evaluate a data-driven school counseling program that is comprehensive, utilizes best practices, and advances the mission of the school.

	Exemplary	Meets Expectation	Area for Growth	Unsatisfactory	Not Observed	Possible Evidence of Criterion
1A. Program Implementation - Implements a comprehensive school counseling program that is aligned with the mission of the school.	Leads in continuous improvement of a sustainable and evolving comprehensive school counseling program aligned with the mission of the school. <input type="radio"/>	Implements a comprehensive school counseling program aligned with the mission of the school. <input type="radio"/>	Developing a comprehensive school counseling program aligned with the mission of the school. <input type="radio"/>	No mission statement exists and/ or is not aligned with the school mission statement. <input type="radio"/>	<input type="radio"/>	School counseling mission statement aligned with the school mission, Admin-counseling agreement, counseling brochure, description of comprehensive program delivery system, Admin-counseling meeting notes, year-long calendar, Guidance Curriculum Action Plan
1B. Program Measures- Works with stakeholders to define, use, and communicate measurable career, social emotional, and academic benchmarks/outcomes.	Leads stakeholders to define, use and communicate measurable career, social emotional and academic benchmarks and outcomes in relationship to educational decisions. <input type="radio"/>	Works with stakeholders to define, use and communicate measurable career, social emotional, and academic benchmarks and outcomes. <input type="radio"/>	Developing a definition for using and communicating measurable career, social emotional, and academic benchmarks and outcomes. <input type="radio"/>	Has no definition for using and communicating measurable career, social emotional, and academic benchmarks and outcomes. <input type="radio"/>	<input type="radio"/>	Master calendar data, SIT team data, email communication with staff/ admin regarding lesson planning in these areas, sample lesson plans, Guidance Curriculum Action Plan, Pre Service Day Agenda, PLC Agenda
1C. Program Data- Works with stakeholders to use a variety of data to inform decision-making and demonstrate accountability.	Leads in analysis of data to inform decision-making and demonstrate accountability. <input type="radio"/>	Works with stakeholders to use data to inform decision-making and demonstrate accountability. <input type="radio"/>	Developing use of data to inform decision-making and demonstrate accountability. <input type="radio"/>	Does not use data to inform decision-making and demonstrate accountability. <input type="radio"/>	<input type="radio"/>	Behavioral data, individual data snapshots, plans based on teacher data and input, plans based on informal and formal assessments, needs assessments, strategic plans
1D. Program Technology- Seeks and adapts informational resources and technology.	Leads in the adaptation of informational resources and technology to respond to the individual and system needs in delivery and evaluation of a comprehensive program. <input type="radio"/>	Seeks and adapts informational resources and technology to respond to the individual and system needs in delivery and evaluation of a comprehensive program. <input type="radio"/>	Uses informational resources and technology to respond to the individual and system needs in delivery and evaluation of a comprehensive program. <input type="radio"/>	Does not use informational resources and technology to respond to the individual and system needs in delivery and evaluation of a comprehensive program. <input type="radio"/>	<input type="radio"/>	Presentation to staff/PTSA regarding counseling program mission and goals, use of technology in class lessons, evidence of web training, website maintenance

Criterion 2- Student Learning and Assessment Use of knowledge of pedagogy, child development, individual differences, learning barriers, and Washington State learning requirements to support student learning. Work effectively with other educators to monitor and improve student success.

	Exemplary	Meets Expectation	Area for Growth	Unsatisfactory	Not Observed	Evidence of Criterion
2A. Assesses Student Learning- Analyze and utilize assessment information to facilitate interventions that promote student success.	Uses a broad array of assessment strategies to consult, plan, and advocate effectively with and for students.	Analyses and utilizes assessment information to facilitate interventions that promote student success.	Developing appropriate assessment strategies to evaluate student progress.	Does not develop appropriate assessment strategies to evaluate student progress.		PBIS intervention plans, behavior plans/charts, notes from I-Team/ MTSS, Grade-Level Teams, Transition Data from ES to MS, MS to HS and HS to Post Secondary
2B. Collaboration on Student Learning- Applies strategies, methods, and results in working with other educators and families to support student learning needs.	Builds effective teams of educators and families to support student learning needs.	Applies strategies, methods, and results in working with other educators and families to support student learning needs.	Consults with other educators and families to support student learning needs.	Does not consult with other educators and families to support student learning needs.		Sample emails, communication log, conference schedule, pre/post data, notes from Community Truancy Board; Professional Learning Community (PLC) work, Leadership Teamwork, Student Leadership work, Advisory Committee work
2C. Barriers to Learning- Recognizes and responds accurately to multiple factors that may affect student success.	Leads and collaborates with others in addressing systemic barriers to learning.	Recognizes and responds accurately to multiple factors that may affect student success.	Assesses the barriers that impede students' academic development and is developing plans to address these barriers.	Does not assess the barriers that impede students' academic development nor developing plans to address these barriers.		Attendance data and/or notes from Community Truancy Board, 504 plans, emails regarding individual students to admin/ parents/staff, pre/post data reflecting effectiveness of interventions
2D. Career Readiness- Develops and conducts strength based programs that promote student career development and life role readiness.	Facilitates groups of stakeholders to identify programs that facilitate life/career development across the curriculum.	Develops and conducts strength based programs that promote student career development and life role readiness.	Conducts programs to enhance student development and prepare students for a range of post-secondary options.	Does not conduct programs to enhance student development and prepare students for a range of post-secondary options.		Core Curriculum Action Plan, Guidance Lesson Scope and Sequence, pre/post data, counseling displays and website, career development programs, Career Day brochure

Criterion 3- Counseling Theories and Techniques Uses a variety of research-based counseling approaches to provide prevention, intervention, and responsive services to meet academic, social emotional and career development needs of all students.

	Exemplary	Meets Expectation	Area for Growth	Unsatisfactory	Not Observed	Evidence of Criterion
3A. Relational Counseling- Builds respectful and positive relationships with students, families, and staff members in order to effectively support student development and facilitate transitions.	Maintains effective partnerships across stakeholder groups and K-12 systems to support student development and facilitate transitions. ○	Builds respectful and positive relationships with students, families, and staff members in order to effectively support student development and facilitate transitions. ○	Developing respectful and positive relationships with students, families, and staff members in order to effectively support student development and facilitate transitions. ○	Does not develop respectful and positive relationships with students, families, and staff members in order to effectively support student development and facilitate transitions. ○	○	Letter about HS credits & transitions, board/admin/staff/parent presentation, new student tour sheet/orientation, community/parent outreach nights, PowerPoint from expectations assembly, 504 transitions info, small groups, transition activities/documentation
3B. Responsive Services- Effectively applies best-practices to respond to a range of student needs and disruptions to the learning environment.	Implements and leads others to take a systemic approach to student needs and responsive services according to best current research practices. ○	Effectively applies best-practices to respond to a range of student needs and disruptions to the learning environment. ○	Developing effective application of best-practices to respond to a range of student needs and disruptions to the learning environment. ○	Does not apply best-practices to respond to a range of student needs and disruptions to the learning environment. ○	○	Student plans, attendance interventions (e.g. Community Truancy Board), counselor-admin minutes list by grade level, class lessons, attendance contracts, flow chart-responsive services end of year party, after school tutoring
3C. Individual and group counseling- Identifies student needs through consultation and assessment; develops individual and group interventions to promote academic and life success.	Develops and maintains identification systems that are predictive and responsive to the academic, social emotional, and career development needs of students. ○	Identifies student needs through consultation and assessment; develops individual and group interventions to promote academic, social emotional, and career development needs. ○	Conducts individual and group counseling to meet identified student needs. ○	Does not meet identified student needs through individual and/or group counseling. ○	○	Needs assessments, survey at conferences, meeting minutes for specific student meetings (e.g. GLT, SST, I-team), small group overviews/lesson plans, grade changes and reflection group, pre/post data
3D. Guidance programs- Leads in the planning and implementation of research-based school counseling programs designed to meet the identified needs of students.	Coordinates with K-12 stakeholders, assesses the effectiveness of the guidance programs, adoptions, and makes recommendations for district-wide program improvement. ○	Leads in the planning and implementation of research-based school counseling programs designed to meet the identified needs of students. ○	Develops school counseling programs designed to meet the identified needs of students. ○	Does not develop school counseling programs designed to meet the identified needs of students. ○	○	Pictures/copies of teaching lesson cards, copies of assessments used, contact log, copies of correspondence, participation documentation in district wide adoption committees

Criterion 4: Equity, Advocacy and Diversity Understand cultural contexts in a multicultural society, demonstrate fairness, equity, and sensitivity to every student, and advocate for equitable access to instructional programs and activities.

	Exemplary	Meets Expectation	Area for Growth	Unsatisfactory	Not Observed	Evidence of Criterion
<p>4A. Culturally Relevant Counseling- Collaborative in providing culturally relevant counseling, instruction, and communication.</p>	<p>Leads others in providing culturally relevant counseling, instruction and communication.</p>	<p>Collaborates in providing culturally relevant counseling, instruction, and communication.</p>	<p>Develops culturally relevant counseling, instruction, and communication.</p>	<p>Does not provide culturally relevant counseling, instruction, and communication.</p>		<p>Building day activities, identifying gaps by ethnicity, culturally responsive lessons and materials, sample lesson from social/emotional and career guidance, small groups curriculum (e.g. Restorative Circles, Character Strong, LGBTQ), Goodbye club lesson overview, parent communication in multiple languages, usage of language line</p>
<p>4B. Academic Language- Collaborate with educators and families to integrate the academic language needs of students in comprehensive school counseling practice.</p>	<p>Leads others to integrate the academic language needs of students.</p>	<p>Collaborates with educators and families to integrate the academic language needs of students in comprehensive guidance and counseling practice.</p>	<p>Developing relationships with educators to address the academic language needs of students.</p>	<p>Does not address the academic language needs of students.</p>		<p>Documentation of collaboration with ELL teacher, schedule adjustments non-English speakers, notes from specific meetings, documentation of work with specific students and /or teaming with others to support student(s), Parent communication in multiple languages</p>
<p>4C. Equitable Services and Policies- Collaborate in the development of school policies, programs and services that are equitable, responsive, and prevent harassment and marginalizing behaviors.</p>	<p>Leads and collaborates in the development of school policies, programs, and services that are equitable, responsive, and prevent harassment and marginalizing behaviors.</p>	<p>Collaborates and supports the development of school policies, programs, and services that are equitable, responsive, and prevent harassment and marginalizing behaviors.</p>	<p>Advocates for school policies, programs, and services that are equitable, responsive, and prevent harassment and marginalizing behaviors.</p>	<p>Does not support school policies, programs, and services that are equitable, responsive, and prevent harassment and marginalizing behaviors.</p>		<p>PBIS, small groups, website link on HIB, HIB form filled out, STOP !T data, Kindness Week, Social & Emotional Guidance lesson samples, student handbook, STAMP test schedule/data, district wide committees focused on harassment prevention and/or program development to address marginalizing behaviors</p>

Criterion 5: School Climate and Collaboration Collaborate with colleagues, families, and community members to establish and foster an inclusive, nurturing, and physically safe learning environment for students, staff, and families.

	Exemplary	Meets Expectation	Area for Growth	Unsatisfactory	Not Observed	Evidence of Criterion
<p>5A. Learning Environment- Builds collaborative relationships with school, family, and community stakeholders to foster a positive school learning environment.</p>	<p>Establishes collaborative partnerships with school district and community stakeholders to foster a positive PK-12 learning environment.</p>	<p>Builds collaborative partnerships with school, family, and community stakeholders to foster a positive school learning environment.</p>	<p>Developing positive and productive relationships with colleagues, students, parents/guardians, and community partners.</p>	<p>Does not engage in productive relationships with colleagues, students, parents/guardians, and community partners.</p>		<p>Back to School Night information, parent information nights, parent/teacher conference roster, after school activities/programs, community events, GEMS, Watch Dogs, School Environment, variety of Welcome signs (all languages), Great Kindness Challenge Agenda, staff encouragement initiatives</p>
<p>5B. Assesses Schoolwide Needs- Monitors student needs data to identify school-wide needs and safety concerns; communicates effective school counseling program response to concerns.</p>	<p>Develops and maintains processes to monitor student needs data, identify concerns, and effectively implement counseling program responses.</p>	<p>Monitors student needs data to identify concerns; communicates effective counseling program response to concerns.</p>	<p>Developing tools to assess school-wide needs and safety concerns.</p>	<p>Does not use tools to assess school-wide needs and safety concerns.</p>		<p>Needs assessments, discipline data, survey data (individual and group), attendance data, YCS attendance flow chart, Anti-bullying lessons, MFLAC, teaming with Native American Liaison and Together, email communication to families/staff/admin</p>
<p>5C. Policies and Services- Utilizes data and systems change theory to advocate for school policies, programs, and services that enhance a positive school climate.</p>	<p>Leads school-wide efforts to identify barriers to student learning and creates an inclusive, nurturing, and physically safe learning environment.</p>	<p>Utilizes data and systems change theory to advocate for school policies, programs, and services that enhance a positive school climate.</p>	<p>Advocate for school policies, programs, and services that enhance a positive school climate.</p>	<p>Does not advocate for school policies, programs, and services that enhance a positive school climate.</p>		<p>PBIS positive messages, student celebrations, student of the month, Homework/Breakfast club, ABC social, College Bound pizza celebration, Kindness Week, STAR parties, Quarterly Grade Recognition, Kelso's helpers program, positive behavior announcements, reward trips, Incentive reward, Watch Dogs</p>
<p>5D. Crisis Preparedness- Facilitates teams to address school-wide needs and prepare for disasters and crises.</p>	<p>Collaborates with district personnel and local agencies to coordinate school crisis response with community crisis response.</p>	<p>Facilitates teams to address school-wide needs and prepare for disasters and crises.</p>	<p>Participates on teams to address school-wide needs and prepare for disasters or crises.</p>	<p>Does not participate on teams to address school-wide needs and prepare for disasters or crises.</p>		<p>Notes from planning meeting, crisis response for staff and families, counseling emergency plan, counseling crisis or other crises plans, critical incident guide and phone list</p>

Criterion 6: Professional Identity and Ethical Practice

Engage in continuous professional growth and development and advocate for appropriate school counselor identity and roles. Adhere to ethical practices and to the Washington State and federal policies, laws, and legislation relevant to school counseling.

	Exemplary	Meets Expectation	Area for Growth	Unsatisfactory	Not Observed	Evidence of Criterion
<p>6A. Professional Growth Planning- Engages in professional growth planning as a habit of practice, accessing the expertise of peers and professional associations.</p>	<p>Leads others to build systems of professional learning.</p> <p style="text-align: right;">○</p>	<p>Engages in professional growth planning as a habit of practice, accessing the expertise of peers and professional association.</p> <p style="text-align: right;">○</p>	<p>Shows interest in professional growth planning as a habit of practice, accessing the expertise of peers and professional associations.</p> <p style="text-align: right;">○</p>	<p>Is not interested in professional growth planning as a habit of practice, accessing the expertise of peers and professional associations.</p> <p style="text-align: right;">○</p>	○	<p>WSCA/ASCA conference attendance and memberships, notes/brochures from conferences, professional development workshop notes, email asking for feedback on curricular lesson(s) from staff, Calendar of Delivery of PD.</p>
<p>6B. Reflective Practice- Models reflective practice and modification behavior to peers</p>	<p>Leads others to create an environment of reflective practices.</p> <p style="text-align: right;">○</p>	<p>Models reflective practice and modification behavior to peers.</p> <p style="text-align: right;">○</p>	<p>Beginning to model reflective practice and modification of behavior to peers.</p> <p style="text-align: right;">○</p>	<p>Does not model reflective practice and modification of behavior to peers.</p> <p style="text-align: right;">○</p>	○	<p>Feedback in evaluation conference, Counselor/Admin mtg. review, counseling meeting notes, perception survey data, self-assessment</p>
<p>6C. Counselor Program Identity- Facilitates conversations and rationale for counselor identity and program</p>	<p>Leads system design to enhance counselor identity and programs.</p> <p style="text-align: right;">○</p>	<p>Facilitates conversations regarding rationale for counselor identity program.</p> <p style="text-align: right;">○</p>	<p>Develops an appropriate school counselor identity and program.</p> <p style="text-align: right;">○</p>	<p>Does not have a school counselor identity and program.</p> <p style="text-align: right;">○</p>	○	<p>Promoting program (e.g. school board presentation, faculty meeting, advisory board, admin PD), School Counselor's Week, counseling brochure, counseling website, communication log</p>
<p>6D. Ethical and Legal Standards- Collaborates with others to assure adherence to ethical and legal standards in school counseling, including prevention and reporting of child abuse and neglect, harassment, intimidation, and bullying.</p>	<p>Leads in the design of curriculum, structures, and policy to assure adherence to ethical and legal standards in school counseling, including prevention and reporting of child abuse and neglect, harassment, intimidation, and bullying.</p> <p style="text-align: right;">○</p>	<p>Collaborates to assure adherence to ethical and legal standards in school counseling, including prevention and reporting of child abuse and neglect, harassment, intimidation, and bullying.</p> <p style="text-align: right;">○</p>	<p>Applies and adheres to ethical and legal standards in school counseling, including prevention and reporting of child abuse and neglect, harassment, intimidation, and bullying.</p> <p style="text-align: right;">○</p>	<p>Does not apply and adhere to ethical and legal standards in school counseling, including prevention and reporting of child abuse and neglect, harassment, intimidation, and bullying.</p> <p style="text-align: right;">○</p>	○	<p>STOP !T,HIB reporting process and forms, PD given to staff on CPS, contact log, CPS report forms, CPS/Police form, Counseling notes</p>

Criterion 7: Career and College Readiness Demonstrate a commitment to preparing students for career and college.

	Exemplary	Meets Expectation	Area for Growth	Unsatisfactory	Not Observed	Evidence of Criterion
7A. Provides leadership in personalized planning.	Leads student guidance teams in the area of identifying long and short term academic, career and social/emotional goals. <input type="radio"/>	Provides comprehensive student guidance in the area of identifying long and short term academic, career and social/emotional goals. <input type="radio"/>	Provides student guidance in the area of identifying long and short term goals in one of the following areas academic, career and social/emotional. <input type="radio"/>	Does not provide student guidance in the area of identifying long and short term goals in the areas academic, career and social/emotional. <input type="radio"/>	<input type="radio"/>	Career lessons, High School and Beyond Plan, NEU lessons/activities, College Bound tracking, Career Cruising, Career Fair/Day, Credit checks, Individual credit evaluation meetings
7B. Utilizes current and accurate career information in career planning.	Utilizes multiple research-based resources in the area of career and college readiness. <input type="radio"/>	Utilizes some research-based resources in the area of career and college readiness. <input type="radio"/>	Utilizes a single research based resource in the area of career and college readiness. <input type="radio"/>	Does not use research-based resources in the area of career and college readiness. <input type="radio"/>	<input type="radio"/>	OSPI and Career Cruising usage, Career interest inventory, Guest speakers, College/Career Fair/Day, Current census data
7C. Partners with families and school community.	Leads K-12 stakeholders (parents/guardians, community) to prepare students for college and career. <input type="radio"/>	Coordinates with some stakeholders (parents/guardians, community) to prepare students for college and career. <input type="radio"/>	Coordinates with a single stakeholder (parents/guardians, community) to prepare students for college and career. <input type="radio"/>	Does not involve stakeholders (parents/guardians, community) to prepare students for college and career. <input type="radio"/>	<input type="radio"/>	College & Career Fair, Parent component in career lessons, Dream Big Night Presentations, Conferences, Communication log, Parent Night, College and Career Readiness night
7D. Demonstrates cultural competency.	Leads others to provide culturally relevant career education. <input type="radio"/>	Collaborates to provide culturally relevant career education. <input type="radio"/>	Provides culturally relevant career education. <input type="radio"/>	Does not provide culturally relevant career education. <input type="radio"/>	<input type="radio"/>	Latino Youth Summit, Coordination with Native American Liaison, communication log, Leadership, Inclusive guidance lesson, usage of language line
7E. Participates in professional development to assure best practice.	Leads others to build systems of professional learning in or for career education. <input type="radio"/>	Engages in professional growth planning as a habit of practice, assessing the expertise of peers and professional association in career education. <input type="radio"/>	Maintains current knowledge and skills through professional growth planning and participation in career education. <input type="radio"/>	Does not maintain current knowledge and skills through professional growth planning and participation in career education. <input type="radio"/>	<input type="radio"/>	WSCA conference, PLC meeting, District Counselor meetings, ASCA conference, AVID training, PD clock hour documentation

Criterion 8- Closing the Gap Demonstrates a commitment to closing the opportunity gap.						
	Exemplary	Meets Expectation	Area for Growth	Unsatisfactory	Not Observed	Evidence of Criterion
8A. Identifies barriers to achievement and implements strategies to close resulting gaps.	Leads others to create a Closing the Gap Plan based on multiple sources of current data to identify and target multiple needs of the school. <input type="radio"/>	Collaborates with others to create a Closing the Gap Plan based on multiple sources of current data to identify and target multiple needs of the school. <input type="radio"/>	Creates a Closing the Gap Plan based on multiple sources of current data to identify and target needs of the school. <input type="radio"/>	Does not create a Closing the Gap Plan based on multiple sources of current data to identify and target needs of the school. <input type="radio"/>	<input type="radio"/>	Closing the Gap Plan including data sources
8B. Demonstrates a commitment to close the opportunity gap.	Leads others in the implementation of the Closing the Gap Plan interventions. <input type="radio"/>	Collaborates with others to implement Closing the Gap Plan interventions. <input type="radio"/>	Implementing Closing the Gap Plan interventions. <input type="radio"/>	Does not use Closing the Gap Plan interventions. <input type="radio"/>	<input type="radio"/>	Closing the Gap plan including data sources
8C. Provides evidence of growth in student learning.	Leads others in the analyzing the effectiveness of the Closing the Gap Plan and makes revisions as needed. <input type="radio"/>	Collaborates with others in analyzing the effectiveness of the Closing the Gap Plan and makes revisions as needed. <input type="radio"/>	Analyzes the effectiveness of the Closing the Gap Plan and makes revisions as needed. <input type="radio"/>	Does not analyze the effectiveness of the Closing the Gap Plan. <input type="radio"/>	<input type="radio"/>	Closing the Gap plan including data sources

Librarians

EVALUATIVE CRITERIA: LIBRARIAN

- 1. Knowledge and Scholarship
- 2. Library Skills
- 3. Management of Library Environment
- 4. Professional Growth
- 5. Special Assistance
- 6. Cooperation

YELM COMMUNITY SCHOOLS

LIBRARIAN EVALUATION

<Employee Name>
<Assignment>

Date: _____ **Annual:** _____
90 Day: _____ **Other:** _____

It is my judgment, based upon adopted criteria, that this employee's overall performance has been (satisfactory or unsatisfactory) during the evaluation period covered in this report.

Principal's Signature

This evaluation is based in whole or in part upon observations for the purposes of evaluation which occurred on the dates and for the duration indicated as follows:

- Date 1:
- Date 2:
- Date 3:

Meets Expectations	Area for Growth	Unsatisfactory	Not Observed
Criterion 1: Knowledge & Scholarship -			

<p>The employee demonstrates a depth and breadth of knowledge of theory and content in library work. He/she demonstrates an understanding of and knowledge about common school educational milieu grades K-12 and demonstrates the ability to integrate the area of library work into the total school milieu.</p>			
			1.1 Be aware of and utilize professional library sources in review and selection of material.
			Select media and equipment consistent with the District's selection policy and appropriate to the 1.2 curriculum.
<p>Criterion 2: Library Skills -</p> <p>The employee demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting library services.</p>			
			2.1 Exhibits skill to interest and motivate students in the use of the library.
			2.2 Is able to teach students to develop skills of research in the library at their level of performance.
			2.3 Is able to utilize appropriate teaching skills in preparing and carrying out library lessons.
<p>Criterion 3: Management of Library Environment -</p> <p>The employee demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to a successful library program.</p>			
			Maintains a well-organized library and where required, organize the use and deployment of media 3.1 and equipment.
			3.2 Provide for the maintenance of equipment under his/her charge.
			3.3 Directs assistants, volunteer, and student help with efficiency and understanding.
			Creates an atmosphere of warmth and acceptance and yet maintain appropriate quietness, order, 3.4 and discipline.
			3.5 Shows consistency and fairness in dealing with student behavior.
<p>Criterion 4: Professional Growth -</p> <p>The employee demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.</p>			
			Is able to lead staff and students to other resources when local information and material is not 4.1 available.
Meets Expectations	Area for Growth	Unsatisfactory	Not Observed
			Continues to improve his/her professional skills and competence through inservice courses and/or 4.2 professional reading and workshops.

Criterion 5: Special Assistance -

The employee demonstrates an acceptable level of performance in offering help to those needing special assistance.

			Is able to assist educators and students to integrate their class assignments with library 5.1 resources.
--	--	--	---

Criterion 6: Cooperation -

The employee will maintain good relations with other staff members to assure cooperation and maximum use of his/her abilities and library facilities.

			6.1 Develop good rapport with students and staff members.
--	--	--	---

			6.2 Carry out his/her share of non-teaching responsibilities.
--	--	--	---

			6.3 Carry out assignments in a punctual and reliable manner.
--	--	--	--

Additional Comments:

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Date: _____

Employee: _____

Support Personnel

EVALUATIVE CRITERIA: SUPPORT PERSONNEL

- 1. Knowledge and Scholarship in Special Field
- 2. Specialized Skills
- 3. Management of Special and Technical Environment
- 4. The Support Person as a Professional
- 5. Involvement in Assisting Pupils, Parents and Educational Personnel

**YELM COMMUNITY SCHOOLS
CERTIFICATED SUPPORT PERSONNEL EVALUATION**

Type of Evaluation

Name: _____ Annual

Location: _____ 90 Day

Assignment: _____ Other

It is my judgment, based upon criteria, Chapter (WAC 392-191-020), that this certificated support person's overall performance has been satisfactory during the evaluation period covered in this report.

Supervisor's Signature

Date

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the dates and for the duration indicated as follows:

Date 1: _____

Date 2: _____

Date 3: _____

E – Exceeds Expectations M- Meets Expectations A – Area for Growth U - Unsatisfactory

E M A U

Knowledge and Scholarship in Special Field

The employee demonstrates a depth and breadth of knowledge of theory and content in the special field. they demonstrate an understanding of and knowledge about common school education and the Educational milieu grades K-12, and demonstrates the ability to integrate The area of speciality into the total school milieu.

E M A U

Specialized Skills

The employee demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

Management of Special and Technical Environment

The employee demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

The Support Person as a Professional

The employee demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

Involvement in Assisting Pupils, Parents and Education Personnel

The employee demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

ADDITIONAL COMMENTS:

The employee shall sign the evaluation in acknowledgement of having reviewed the evaluation. The employee may, at their option, file a written statement to accompany the evaluation in areas where there is disagreement with statements in the evaluation.

Support Person Signature

Date

APPENDIX V - Yelm Community Schools 2024-25 Salary Schedule

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 or Ph.D.
YEAR 1	\$61,131	\$62,781	\$64,492	\$66,207	\$71,371	\$72,946	\$78,421	\$81,951
District Days	\$1,358	\$1,395	\$1,433	\$1,471	\$1,586	\$1,621	\$1,743	\$1,821
Responsibility Days	\$1,019	\$1,046	\$1,075	\$1,103	\$1,190	\$1,216	\$1,307	\$1,366
Year 1 Total	\$63,508	\$65,222	\$67,000	\$68,782	\$74,147	\$75,783	\$81,470	\$85,138
YEAR 2	\$61,954	\$63,627	\$65,359	\$67,149	\$72,366	\$73,758	\$79,289	\$82,795
District Days	\$1,377	\$1,414	\$1,452	\$1,492	\$1,608	\$1,639	\$1,762	\$1,840
Responsibility Days	\$1,033	\$1,060	\$1,089	\$1,119	\$1,206	\$1,229	\$1,321	\$1,380
Year 2 Total	\$64,364	\$66,102	\$67,900	\$69,761	\$75,180	\$76,626	\$82,372	\$86,015
YEAR 3	\$62,737	\$64,426	\$66,179	\$68,104	\$73,304	\$74,573	\$80,089	\$83,633
District Days	\$1,394	\$1,432	\$1,471	\$1,513	\$1,629	\$1,657	\$1,780	\$1,859
Responsibility Days	\$1,046	\$1,074	\$1,103	\$1,135	\$1,222	\$1,243	\$1,335	\$1,394
Year 3 Total	\$65,177	\$66,932	\$68,752	\$70,753	\$76,154	\$77,473	\$83,204	\$86,885
YEAR 4	\$63,545	\$65,251	\$67,022	\$69,011	\$74,194	\$75,347	\$80,848	\$84,481
District Days	\$1,412	\$1,450	\$1,489	\$1,534	\$1,649	\$1,674	\$1,797	\$1,877
Responsibility Days	\$1,059	\$1,088	\$1,117	\$1,150	\$1,237	\$1,256	\$1,347	\$1,408
Year 4 Total	\$66,016	\$67,788	\$69,628	\$71,695	\$77,079	\$78,277	\$83,992	\$87,766
YEAR 5	\$64,337	\$66,118	\$67,900	\$69,955	\$75,167	\$76,158	\$81,696	\$85,354
District Days	\$1,430	\$1,469	\$1,509	\$1,555	\$1,670	\$1,692	\$1,815	\$1,897
Responsibility Days	\$1,072	\$1,102	\$1,132	\$1,166	\$1,253	\$1,269	\$1,362	\$1,423
Year 5 Total	\$66,839	\$68,689	\$70,540	\$72,676	\$78,090	\$79,120	\$84,873	\$88,674
YEAR 6	\$64,337	\$66,633	\$68,420	\$70,582	\$76,100	\$76,984	\$82,503	\$86,232
District Days	\$1,430	\$1,481	\$1,520	\$1,568	\$1,691	\$1,711	\$1,833	\$1,916
Responsibility Days	\$1,072	\$1,111	\$1,140	\$1,176	\$1,268	\$1,283	\$1,375	\$1,437
Year 6 Total	\$66,839	\$69,224	\$71,081	\$73,327	\$79,060	\$79,978	\$85,712	\$89,585
YEAR 7	\$64,337	\$67,428	\$69,279	\$71,550	\$77,041	\$77,829	\$83,321	\$87,067
District Days	\$1,430	\$1,498	\$1,540	\$1,590	\$1,712	\$1,730	\$1,852	\$1,935
Responsibility Days	\$1,072	\$1,124	\$1,155	\$1,193	\$1,284	\$1,297	\$1,389	\$1,451
Year 7 Total	\$66,839	\$70,051	\$71,974	\$74,333	\$80,037	\$80,856	\$86,561	\$90,453
YEAR 8	\$64,337	\$68,927	\$70,803	\$73,195	\$78,767	\$79,411	\$84,983	\$88,836
District Days	\$1,430	\$1,532	\$1,573	\$1,627	\$1,750	\$1,765	\$1,889	\$1,974
Responsibility Days	\$1,072	\$1,149	\$1,180	\$1,220	\$1,313	\$1,324	\$1,416	\$1,481
Year 8 Total	\$66,839	\$71,607	\$73,556	\$76,041	\$81,830	\$82,499	\$88,288	\$92,290
YEAR 9	\$64,337	\$71,177	\$73,097	\$75,688	\$81,337	\$81,903	\$87,551	\$91,545
District Days	\$1,430	\$1,582	\$1,624	\$1,682	\$1,807	\$1,820	\$1,946	\$2,034
Responsibility Days	\$1,072	\$1,186	\$1,218	\$1,261	\$1,356	\$1,365	\$1,459	\$1,526
Year 9 Total	\$66,839	\$73,945	\$75,940	\$78,631	\$84,500	\$85,088	\$90,955	\$95,105

Yelm Community Schools 2024-25 Salary Schedule

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 or Ph.D.
YEAR 10	\$64,337	\$73,506	\$75,523	\$78,207	\$83,987	\$84,419	\$90,202	\$94,333
District Days	\$1,430	\$1,633	\$1,678	\$1,738	\$1,866	\$1,876	\$2,004	\$2,096
Responsibility Days	\$1,072	\$1,225	\$1,259	\$1,303	\$1,400	\$1,407	\$1,503	\$1,572
Year 10 Total	\$66,839	\$76,365	\$78,460	\$81,249	\$87,253	\$87,702	\$93,710	\$98,001
YEAR 11	\$64,337	\$73,506	\$77,975	\$80,855	\$86,713	\$87,069	\$92,929	\$97,194
District Days	\$1,430	\$1,633	\$1,733	\$1,797	\$1,927	\$1,935	\$2,065	\$2,160
Responsibility Days	\$1,072	\$1,225	\$1,300	\$1,348	\$1,445	\$1,451	\$1,549	\$1,620
Year 11 Total	\$66,839	\$76,365	\$81,008	\$84,000	\$90,085	\$90,455	\$96,543	\$100,974
YEAR 12	\$64,337	\$73,506	\$77,975	\$83,581	\$89,566	\$89,794	\$95,781	\$100,132
District Days	\$1,430	\$1,633	\$1,733	\$1,857	\$1,990	\$1,995	\$2,128	\$2,225
Responsibility Days	\$1,072	\$1,225	\$1,300	\$1,393	\$1,493	\$1,497	\$1,596	\$1,669
Year 12 Total	\$66,839	\$76,365	\$81,008	\$86,832	\$93,049	\$93,286	\$99,505	\$104,026
YEAR 13	\$64,337	\$73,506	\$77,975	\$86,218	\$92,496	\$92,629	\$98,710	\$103,195
District Days	\$1,430	\$1,633	\$1,733	\$1,916	\$2,055	\$2,058	\$2,194	\$2,293
Responsibility Days	\$1,072	\$1,225	\$1,300	\$1,437	\$1,542	\$1,544	\$1,645	\$1,720
Year 13 Total	\$66,839	\$76,365	\$81,008	\$89,571	\$96,093	\$96,231	\$102,549	\$107,208
YEAR 14	\$64,337	\$73,506	\$77,975	\$86,218	\$95,496	\$95,560	\$101,712	\$106,328
District Days	\$1,430	\$1,633	\$1,733	\$1,916	\$2,122	\$2,124	\$2,260	\$2,363
Responsibility Days	\$1,072	\$1,225	\$1,300	\$1,437	\$1,592	\$1,593	\$1,695	\$1,772
Year 14 Total	\$66,839	\$76,365	\$81,008	\$89,571	\$99,210	\$99,276	\$105,667	\$110,463
YEAR 15	\$64,337	\$73,506	\$77,975	\$86,218	\$98,601	\$98,665	\$105,016	\$112,303
District Days	\$1,430	\$1,633	\$1,733	\$1,916	\$2,191	\$2,193	\$2,334	\$2,496
Responsibility Days	\$1,072	\$1,225	\$1,300	\$1,437	\$1,643	\$1,644	\$1,750	\$1,872
Year 15 Total	\$66,839	\$76,365	\$81,008	\$89,571	\$102,436	\$102,502	\$109,100	\$116,670
Year 16 to 19.9	\$64,337	\$73,506	\$77,975	\$86,218	\$103,036	\$103,105	\$109,742	\$113,426
District Days	\$1,430	\$1,633	\$1,733	\$1,916	\$2,290	\$2,291	\$2,439	\$2,521
Responsibility Days	\$1,072	\$1,225	\$1,300	\$1,437	\$1,717	\$1,718	\$1,829	\$1,890
Year 16 to 19.9 Total	\$66,839	\$76,365	\$81,008	\$89,571	\$107,043	\$107,114	\$114,009	\$117,837
YEAR 20 to 24.9	\$64,337	\$73,506	\$77,975	\$86,218	\$104,583	\$104,651	\$111,324	\$115,127
District Days	\$1,430	\$1,633	\$1,733	\$1,916	\$2,324	\$2,326	\$2,474	\$2,558
Responsibility Days	\$1,072	\$1,225	\$1,300	\$1,437	\$1,743	\$1,744	\$1,855	\$1,919
Year 20 to 24.9 Total	\$66,839	\$76,365	\$81,008	\$89,571	\$108,650	\$108,721	\$115,653	\$119,604
YEAR 25+	\$64,337	\$73,506	\$77,975	\$86,218	\$106,676	\$106,745	\$113,616	\$117,430
District Days	\$1,430	\$1,633	\$1,733	\$1,916	\$2,371	\$2,372	\$2,525	\$2,610
Responsibility Days	\$1,072	\$1,225	\$1,300	\$1,437	\$1,778	\$1,779	\$1,894	\$1,957
Year 25+ Total	\$66,839	\$76,365	\$81,008	\$89,571	\$110,825	\$110,896	\$118,035	\$121,996

APPENDIX VI - Grievance Report Form

Grievance Report Form

Yelm Community Schools

Date Filed _____

Building

Assignment

Name of Grievant

STEP ____ (Indicate 2, 3, 4)

A. Date Grievance Occurred _____

B. 1. Statement of Grievance (Please be specific about the action or inaction giving rise to this grievance – where, who, what and when). Where possible cite contract Article and Section violated.

2. Relief Sought: _____

Signature of Grievant

Date

Signature of Association Representative

Date

C. Disposition of Supervisor/Principal: _____

Signature of Principal/Supervisor

Date

If more space is needed in reporting, attach an additional sheet.
Provide copies to grievant, Association Representative, and Human Resources.