



# **COLLECTIVE BARGAINING AGREEMENT**

**between**

**YAKIMA EDUCATION ASSOCIATION**

**and**

**YAKIMA SCHOOL DISTRICT NO. 7**

**Yakima, Washington**

**September 1, 2022 to August 31, 2025**

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**NOTE: Bold is new language for 2022-2025 school years.**

## **PREAMBLE**

WHEREAS, the District and the Association recognize and declare that providing a quality education for the children of Yakima Public Schools is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the staff, and

WHEREAS, the staff members of this District are qualified and willing to work together to improve educational standards, and

WHEREAS, the District and the Association have a statutory obligation pursuant to the Educational Employment Relations Act (RCW 41.59) to bargain with respect to hours, wages, terms, and conditions of employment, therefore.

This Agreement is entered into by and between the Yakima School District No. 7, County of Yakima Washington and the Yakima Education Association and sets forth mutually agreed to contractual terms and conditions.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I - ADMINISTRATION**

### **SECTION 1    DEFINITIONS**

- A.     The District/Board shall mean the Yakima School District No. 7, County of Yakima, State of Washington.
- B.     The Association shall mean the Yakima Education Association.
- C.     The Parties shall mean the District and the Association, co-signers of the Agreement.
- D.     The Agreement shall mean the Collective Bargaining Agreement signed by the District and the Association.
- E.     The term employee when used hereinafter shall mean a certificated employee and member of the bargaining unit.
- F.     Day shall mean contracted work day, except during the summer when it shall mean weekday. Holidays and weekends shall be excluded from the definition of day.
- G.     Superintendent shall mean the chief administrator of the District.
- H.     President shall mean the presiding officer of the Association.
- I.     Contract shall mean the individual contract issued to each employee.
- J.     Supplemental contract shall mean that contract issued and signed in accordance with RCW 28A.405.240.

## SECTION 2 RECOGNITION

A. The Board recognizes the Association as the exclusive bargaining representative for all full-time and part-time certificated employees whether under contract or on leave and employed by the Board. Employees working under a valid contract within the District are as follows:

1. Regular Full Time Employee. A regular full time employee is an employee who is employed for a full workday under a continuing individual contract and works at least one hundred eighty (180) days per year. A regular full time employee is entitled to all coverage of all the terms and conditions of this Agreement.
2. Regular Part Time Employee. A regular part time employee works under a continuing individual contract, but works less than a full workday, or less than one hundred eighty (180) days per year. A regular part time employee is entitled to coverage of the provisions of this Agreement, except, compensation/benefits and experience shall be prorated for a part time employee as compared to a full time employee.
3. Replacement Employee. Replacement employee shall mean an employee as provided in RCW 28A.405.900 who replaces a regular full time or regular part time employee who has been granted a leave. Replacement employees shall be issued a non-continuing individual contract pursuant to RCW 28A.405.900. Replacement employees are employed at the discretion of the District, and employment may be terminated at any time for any reason. Replacement employees have coverage of the terms and conditions of this Agreement as set forth in Article III, Section 9.

- a. Upon request, the District will provide a list of all employees on a leave of absence and also a list of all employees who have been given a leave replacement contract.

Evaluation. If the leave replacement employee requests an evaluation, the principal shall evaluate the employee using the short form identified in Article IV. This evaluation shall not be subject to the grievance process. The leave replacement employee shall not be placed on probation.

B. Employees who are not issued a valid contract but who are entitled to recognition as members of the bargaining unit are temporary employees which meet the definition of long term substitutes as set forth below:

1. Long Term Substitute. A long-term substitute is a person who is temporarily employed but works more than twenty (20) consecutive days in one assignment. Upon completion of twenty (20) consecutive days in one assignment the person shall be considered a long-term substitute and an employee within the bargaining unit upon the twenty-first (21st) consecutive day of employment. Upon request, the District will provide a list of employees who are long-term substitutes.

Evaluation. If long-term substitutes request an evaluation, the principal, if time allows, shall evaluate the employee as per Article IV. However, the principal shall observe the long-term substitutes once prior to the evaluation. The observation and the evaluation summary shall be written on the same form. That form shall be the short form evaluation contained in the appendix of this Agreement. This evaluation shall not be subject to the grievance process. The long-term substitutes shall not be placed on probation.

2. Thirty Day Cumulative Substitute. A thirty-day cumulative substitute is a person who is temporarily employed but works more than thirty (30) days within the current school year. Upon completion of thirty (30) days within the current school year, the person shall be considered a thirty day cumulative substitute and an employee within the bargaining unit upon the thirty-first day of employment.

C. Specifically excluded are staff persons covered in other employee agreements, which are:

1. The Superintendent, managers and Administrative Assistant(s) to the Superintendent.
2. Management Team members whose preponderance of duties and responsibilities specify acts of authority which are closely related to management as defined in RCW 41.59 (Educational Employment Relations Act) such as directors, assistant directors and supervisors of units and programs.
3. Principals, assistant principals, and other certificated employees who are excluded by law.
4. Secretaries, office clerks, paraeducators, pro-technical and other personnel employed in non-certificated positions.

### SECTION 3 JOINT PROBLEM SOLVING MEETINGS

The parties agree to continue the practice of informal problem solving in the spirit of cooperation and compromise. Either party may request a meeting between the Superintendent or designee and an Association representative. Such meeting shall be held at mutually agreed times and locations.

### SECTION 4 CONFORMITY TO LAW

- A. This Agreement shall be governed and construed according to the constitution and laws of the state of Washington. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.
- B. If any provision of this Agreement is so held to be contrary to law by a court or agency of competent jurisdiction, the parties shall commence negotiations on said invalidated provisions within thirty (30) days from the final order.

### SECTION 5 STATUS OF AGREEMENT

- A. This Agreement shall supersede any rules, regulations, policies, resolutions or practice of the District which are contrary to or inconsistent with its terms.
- B. All individual certificated employee contracts shall be consistent with the Washington State Laws, State Board of Education regulations, and terms and conditions of this Agreement. If an employee's individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling. A **copy** of an individual contract shall be given to the employee for signature. The

employee shall sign **the copy** of the individual contract. **The** copy shall be placed in the employee's personnel file.

C. This Agreement shall be in force and in effect once ratified by the parties.

## SECTION 6 MAINTENANCE OF BENEFITS

Unless otherwise provided in this Agreement, no provision in this Agreement shall be interpreted and/or applied to eliminate, reduce, or otherwise detract from current individual salaries and benefits.

## SECTION 7 PRINTING AND DISTRIBUTION

Within forty-five (45) days following the ratification and signing of this Agreement by the parties, the District shall print this Agreement. Each employee new to the District shall be provided a copy of the Agreement by the District, upon issuance of his/her individual contract. One hundred and fifty (150) additional copies shall be provided to the Association. Upon request of the Association, the District shall provide additional copies. Both parties agree to notify employees the contract is available to employees on the District websites ([www.yisd7.org](http://www.yisd7.org)).

## SECTION 8 APPENDICES

The appendices to be included in this Agreement shall be the salary schedules, evaluation forms, grievance forms, and any other mutually agreed upon items. The appendices are integral parts of this Agreement and by this reference are incorporated herein. Any letters of agreement executed during the term of the Agreement will be immediately added to the Appendices. **Yakima School District will provide online hyperlinks for each current YEA agreement, appendix, and MOU on its website.**

# **ARTICLE II - BUSINESS**

## SECTION 1 MANAGEMENT RIGHTS

- A. The parties jointly recognize that pursuant to the laws of Washington State, the Board has the responsibility for formulation and implementation of policies and rules governing the educational program and services of the District, consistent with law and this Agreement.
- B. The parties agree that the District retains all the customary, usual, and exclusive rights, decision making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the District or any part of it, consistent with law and with this Agreement.

## SECTION 2 STRIKES AND WORK STOPPAGE

During the term of this agreement, neither the Association nor any employee(s) shall cause or condone any work stoppage. During the term of this agreement the District shall likewise not institute a lockout of employees.

## SECTION 3 ASSOCIATION RIGHTS

- A. Interschool mail/email facilities shall be available for distribution of Association communications. Communications shall be labeled as Association materials and shall not defame any individual or group. Interschool mail shall be delivered to and distributed from the Yakima Education Association office.
- B. The Association has the right to use a designated bulletin board in each building to post notices of activities and matters of Association concern.
- C. School facilities and technology equipment may be used for Association meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations. Arrangements for use of the buildings and technology shall be made with the District in advance.
- D. Upon written request by the Association, for information relevant to the negotiation or administration of this collective bargaining agreement, the District shall furnish any such available information in electronic and/or paper format.
- E. The Association shall have the right to be placed on the agenda of any regular Board meeting by notifying the Superintendent forty-eight (48) hours in advance of the Board meeting. The Superintendent shall be notified in writing of the subject or subjects to be discussed. The Association shall be scheduled at the beginning of the agenda.
- F. Duly authorized representatives of the Association and their respective affiliates shall have the right to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and provided that all visiting representatives announce upon arrival their presence to the office of the building administrator.
- G. Notice of Probation and Disciplinary Action: In the event any employee is placed on probation or receives a written reprimand, suspension, or is discharged or is accused of child abuse, the District shall provide the YEA President with notice of such action, provided that should the employee indicate in writing to the District that he/she does not wish to have the Association notified, such notice will be withheld.
- H. The District shall notify the YEA President of the name, address and assignment of any new bargaining unit member at the earliest possible date. Association application/information will be included in new employee packets.
- I. School District Budget and Financial Reporting: The District shall provide the YEA President with a copy of the District's proposed annual budget. The District shall provide the YEA President with a copy of the adopted budget upon request. The District shall provide the YEA President with a copy of the annual budget report within five (5) working days of its completion.

#### SECTION 4 ASSOCIATION LEAVE

- A. President: The YEA President shall be released full-time without loss of pay to perform Association duties. It is agreed that the cost of salary and benefits of the YEA President will be reimbursed to the District at 100% by the Association. The YEA President shall return to the employee's same position and building when the term of office is completed.
- B. Representatives: The District shall release Association representatives to attend meetings related to the local Association. The total number of days of release time for representatives of the Association shall

not exceed fifty (50) days in a school year, excluding days used by the President, Executive Board Member(s), WEA and NEA Board Members and/or annual NEA/WEA State Representative Assembly.

- C. Except in cases of unforeseen circumstances, Association representatives shall provide the District at least five (5) days advance written notice of Association leave setting forth the representatives name and the length of leave.
- D. The Association shall reimburse the District the cost of substitutes for the time the employees are released if a substitute is hired.
- E. SECTION 5 SCHOOL CALENDAR

**The school calendar shall be in accordance with parameters set by OSPI and mandated by state law.**

**A. Instructional Days:**

- **There will be 180 instructional days in a year. The first day teachers report for District/State Optional Days will be no earlier than August 15<sup>th</sup>; the last day of school will be no later than June 18<sup>th</sup>.**
- **Any state funded professional development time added or withdrawn by the state may be adjusted to the calendar based on agreement reached between the parties at a Labor Management Meeting prior to the end of the previous school year (or as soon as possible).**

**B. School Holidays (RCW 28A.150.050), except Winter Break. The following are school holidays:**

- **Labor Day (first Monday in September)**
- **Veterans' Day (November 11)**
- **Wednesday before Thanksgiving Day**
- **Thanksgiving Day (fourth Thursday of November)**
- **Native American Heritage Day (the day immediately following fourth Thursday in November)**
- **Christmas Day**
- **First Day of January**
- **Martin Luther King Day (third Monday in January)**
- **Presidents' Day (third Monday in February)**
- **Memorial Day**
- **Juneteenth day**
- **Fourth day of July**

**C. Detail of Winter Break:**

- **Christmas and New Year's Day fall on Thursday, Winter Break start Monday, December 22, and ends Friday January 2 (ten weekdays)**
- **Christmas and New Year's Day fall on Wednesday, Winter Break starts Monday, December 23, and ends on Friday, January 3 (ten weekdays)**
- **Christmas and New Year's Day fall on Tuesday, Winter Break starts Monday, December 24, and ends on Friday, January 4 (ten weekdays)**
- **Christmas and New Year's Day fall on Monday, Winter Break starts Wednesday, December 20, and ends on Tuesday, January 2 (ten weekdays)**

- Christmas and New Year's Day fall on Sunday, Winter Break starts Wednesday, December 21 and ends on Tuesday, January 3 (ten weekdays)
- Christmas and New Year's fall on Saturday, Winter break starts on Monday, December 20, and ends Friday, December 31 (ten weekdays)
- Christmas and New Year's Day fall on Friday, Winter Break starts Monday, December 21, and ends Friday, January 1 (ten weekdays)

**D. Spring Break: (The week of the first Monday of April providing)**

- A minimum of one (1) week shall be maintained between Spring Break and state testing unless the state mandates the testing, and the testing schedule is mutually agreed to by the parties.

**E. Early Release: The following days will be half days (3.5 hours) with no expectation of time or responsibility to the employee. Employees will be free to leave after the students have been dismissed.**

- Last Day of School - Early check-out process will be communicated allowing certificate staff to complete the checkout process and leave after student dismissal.

**F. School Closure Make-up Days:**

The following days will be used, in the following order, to make up school days after a closure:

- The Tuesday following President's Day weekend. (If a full week of Mid-Winter Break is scheduled, snow make-up days will come from that week.)
- The Friday prior to President's Day weekend may be utilized as a snow day if Mid-Winter Break if the week of President's Day weekend.
- The Friday prior to Memorial Day weekend

**G. Emergency School Closure and Delayed Opening:**

- In the event that it becomes necessary to close schools because of weather or other emergency situations, employees will be notified via the District's website and the District shall report to the local radio and TV stations, when possible, by 6:30 a.m.
- If school has begun for the day and early dismissal is required, employees shall be dismissed immediately following the departure of students.
- No teacher shall be required to report for work on a day when student attendance in the building has been suspended for emergency reasons.
- In the case of a delayed opening, teachers shall report to work as close to their regular start time as it is safely possible, arriving no later than thirty (30) minutes prior to the planned arrival of students, prepared to provide student supervision. I.e., if school starts at 10:45 a.m. on a snow delay, members of this bargaining unit shall report no later than



**10:15 a.m. Recognizing that students arrive early, staff are requested to arrive as soon as it is safe to do so.**

- **If additional make-up days are required, the dates upon which they are to be held shall be mutually agreed upon by the District and the Association.**
- **If the District is eligible to apply for attendance waivers from OSPI based on emergency school closures, the District may do so.**

**H. If there are no extended learning days, YEA and YSD will meet to discuss the calendar year.**

## **SECTION 6 ASSOCIATION DUES**

A. Association Dues: The Association which the legally recognized exclusive bargaining representative of the employees as described in the "Recognition" clause of this Collective Bargaining Agreement shall have the right to have deducted from the salary of members of the Association an amount equal to the fees and dues required for membership in the Yakima Education Association. Payroll deductions shall also be available for members who wish to contribute to WEA-PAC and the NEA Fund for Children and Public Education. The dues deduction form and the authorization shall remain in effect from year to year, unless withdrawn in writing to the Yakima Education Office by the employee. Upon receiving an authorization, the employer will start deductions for new members for the next available payroll period, according to the usual administrative cycle.

The Association shall:

1. Provide the Payroll Office a dollar amount of dues and assessments on or before September 1<sup>st</sup> of each year. In a year when local dues are modified, the amount shall be provided on or before September 10<sup>th</sup>.
2. Provide the Payroll Office a list of names of continuing employees participating in the individual automatic payroll authorization for dues and assessments, on or before September 10<sup>th</sup> of each year.
3. Provide the Payroll Office a list of names of new employees participating in the individual automatic payroll authorization for dues and assessments on or before October 31<sup>st</sup>.

B. All Association related payroll deductions for continuing employees shall be made by the District in twelve (12) equal amounts beginning the pay period in September through the pay period in August.

C. Payroll deductions for new employees initially employed at the start of a school year shall begin with the pay period in October.

D. Payroll deductions for new employees who begin employment after September or for any employee who terminates employment before June shall be prorated at one tenth (1/10) of the total annual dues for each month employed.

E. A full month's deductions shall be made for any fraction of a month employed.

F. Automatic Payroll Authorization (APA)

An employee's initial authorization for the District to withhold Association dues and assessments shall remain in effect until revoked by written notice to the Yakima Education Association. An employee planning to revoke such authorization shall do so by written notice to the Yakima Education Association.

G. District Protection

1. The Association agrees to refund the District any amounts paid to it in error. The District shall then reimburse the employee any sums deducted in excess of the total amount due to the Association.
2. The Association agrees to indemnify, defend, and hold the District harmless against any claims made and/or any suit instituted against the District because of any payroll deductions withheld for the Association.
3. Since the Association shall be held legally responsible for errors in dues and fee deductions, the Payroll Department shall implement deductions as provided by the Association.

**ARTICLE III - EMPLOYEE RIGHTS**

SECTION 1 NON-DISCRIMINATION

- A. Employees shall be entitled to full rights of citizenship. Neither the District nor the Association shall discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of age, race, color, religion, creed, **national** origin, age, sex, economic status, marital status, or private political activity, disability, families with children, sexual orientation, membership in or association with the activities of the Yakima Education Association. Neither the District nor Association shall discriminate because of sensory, mental, or physical disability, unless based upon a bona fide occupational qualification provided that the prohibition against discrimination because of such disability shall not apply if the particular disability prevents the proper performance of the job by the disabled employee.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive, but are in addition to those provided elsewhere.
- C. The District and the Association declare their support for Affirmative Action in the recruitment and employment of personnel in accordance with the law and as lawfully required by valid regulations, at all professional levels within the bargaining unit. The District will supply a copy of the Board's Affirmative Action plan and amendments to the Association upon written request by the Association.
- D. The private and personal life of an employee is not within the appropriate concern or attention of the District, unless it adversely affects job performance.

SECTION 2 RESPECT FOR EMPLOYEES - WORK ENVIRONMENT

- A. The parties agree that all personnel of the District shall be treated with dignity and respect in the workplace. The relationship between administrators and employees shall be professional in all aspects of the workplace.

1. Board policies and procedures will be available and members will have access to these within the buildings **via the District's website**.
2. Procedures, processes, and applicable laws relating to the work environment specifically including indoor air quality, weapons, safety, harassment, and construction update information will be published and all employees **shall have access via the District's website**. In addition, these will be posted in identified, **pre-approved**, designated schoolwork areas, including faculty rooms, offices, and the principal's office.
3. Policy drafts and changes going before the board for consideration will be shared with the YEA.

### SECTION 3 HIRING PRACTICES

- A. Certificated employees will be contracted in accordance with applicable state law and state certification regulations. All employees shall be placed on the salary schedule in accordance with the provisions for salary schedule placement found in this Agreement.
- B. Instructional/Professional positions requiring a certificated employee shall not be filled by a non-certificated employee.
  1. The Yakima School District shall have the right to contract out any bargaining unit work provided the District has written evidence of **attempting** at least three **modes of** advertising and/or recruitment attempts **for each school year**. The Yakima School District will provide this information to YEA prior to hiring outside the bargaining unit.

### SECTION 4 EMPLOYEE PROTECTION/SECURITY

Employees shall be named as additional insured's under the comprehensive liability and Board of Education liability insurance policies of the District. Coverage thus extended will provide employees covered under this contract with the same protection as provided for the Yakima School District as a whole, its superintendents and administrators, and the board of directors.

- A. The District shall protect certificated employees who are acting within the scope of their employment by purchasing public liability insurance which shall include certificated employees as named insured's under the policies of the District.
- B. When absence or disability arises out of or results from assault sustained in the course of employment, employees shall suffer no loss in wages or other benefits. No part of such employee absence will be charged to annually earned sick leave or accumulated sick leave. Where the employee receives worker's compensation, the District shall only be liable for the difference between the employee's wage and the amount of worker's compensation awarded.
- C. The District shall reimburse an employee the cost of repair, replacement of clothing or other personal items worn on the body, which are damaged or destroyed as a result of an assault on the employee, occurring during the course of employment.

- D. The District shall support any employee in seeking redress for resolving issues related to harassing behavior such as sexual harassment, abusing or insulting behavior, intimidation, disruption of school activities, interference by force, threat of physical harm or other abusive behaviors committed against employees while he or she is performing duties for the District. Immediate steps shall be taken, in cooperation with the employee, to provide for the employee's safety. Such support shall include filing of a complaint by the employee and the resolution of the complaint by the District. A copy of the complaint form is enclosed in Appendix G. Employees using the services of private attorneys will pay the costs or fees of using such services
- E. Matters relating to unsafe health or safety conditions shall be reported to the building principal in writing. A written response will be given to the employee within ten working days. The District shall abide by the applicable safety standards set forth in the Washington Industrial Safety and Health Act.
- F. The District shall abide by the applicable safety requirements set forth in the Science Classroom Safety Guidelines in Section K of the Department of Health and OSPI Health and Safety Guide. The District will **comply with** the Chemical Hygiene Plan. Employees will be compensated at their per diem hourly rate for any additional work required by the District to be performed outside the contracted day.
- G. A District Indoor Air Quality Team will meet as needed, as a subcommittee of the District Safety Committee. The subcommittee will be composed of two representatives appointed by the Association and two representatives appointed by the District. Minutes of committee meetings will be shared with Association members. In the event meetings are scheduled during the school day, substitute coverage will be provided by the District. Employees shall be compensated at their per diem hourly rate for meetings held beyond the workday.

When developed, the indoor air quality plan will be incorporated into the functions of building safety committees and will include:

- 1. Strategies and standards for facilitation, research, recommendation and implementation of procedures to identify and resolve indoor air quality concerns.
  - 2. In-service training for safety committee members and District employees regarding indoor air quality.
  - 3. Written procedures, timelines, and support services for the collection of data, reporting of incidents and the communication and processing of information relevant to indoor air quality which is included as Appendix L of this agreement.
  - 4. Procedures to ensure appropriate and timely communication to staff of district policy and procedures related to air quality.
  - 5. Monitoring procedures for buildings to ensure compliance with District Safety Committee air quality plan.
- H. A District security plan will be developed which will include:
- 1. Individual building plans involving staff input.
  - 2. Communicating the plan to staff and community.

3. An annual survey of assessment to continue identifying security and safety concerns. Results will be shared with the building staff, the Association, and the Board of Directors.
  4. **Using the Centegix Safety badges are at the employee's discretion. Employees who accept badges will not be held liable for the cost of replacing lost or damaged badges. Employees will not be disciplined for accidental activation of the Centegix system.**
- I. Upon the District's receiving verifiable information of the potential for exposure to contagious diseases, illnesses, and infestations, employees shall be notified immediately, and provided with any knowledge or information the District has regarding prevention and protection from exposure to the disease, illness, or infestation.
  - J. The normal duties of an employee **(other than those members of the bargaining unit who are employed as health care professionals)** do not include dispensing or administering medication or performing medical procedures. On occasion an employee may be requested to administer or dispense medication or perform medical procedures. Request to dispense medication or perform medical procedures will be made only of employees who have received training in the dispensing of medication or medical procedures. The District agrees to provide liability insurance coverage for employees who dispense medication or administer medical procedures to students.
  - K. The District will make available CPR and first aid training to all interested employees on a voluntary basis.
  - L. Student Entry Plan See Article VIII Section 1.
  - M. When there is damage to an employee's vehicle, while parked at a District facility during the performance of work duties, the employee's insurance deductible will be reimbursed up to a maximum of \$200.00. The employee will immediately report the damage to the principal or supervisor and provide the evidence of insurance deductible and a copy of the repair bill to establish that costs were incurred. The District will provide reimbursement during the next pay period in accordance with Appendix P after the evidence is provided and the employee completes the appropriate District form.

## SECTION 5 RIGHT TO JOIN AND SUPPORT EMPLOYEE ORGANIZATION

- A. Pursuant to RCW 41.59 it is agreed that employees shall have the right to self-organize, form, join, or assist employee organizations of their own choosing for the purpose of collective bargaining. No YSD administrator shall discourage employees from being involved in the Association or asking for Association representation.
- B. It is further agreed that employees and the District shall enjoy the rights and privileges provided under such law.

## SECTION 6 PERSONNEL FILES

- A. An employee shall have the right, upon request, to inspect all contents of his/her personnel file kept within the District. Upon request, one (1) copy of any documents contained therein shall be provided the employee at District expense. No secret, duplicate, alternate, or other personnel file shall be kept by the District. Confidential placement files shall be kept apart from each employee's personnel file and destroyed after the first year of employment. A separate file for each processed grievance shall be kept apart from an employee's personnel file and open for inspection by the employee. Nothing in this

section shall limit the rights of supervisors or administrators to maintain anecdotal notes, correspondence or other written materials regarding an employee in a working file which is not considered part of the personnel file. An employee will be provided copies of all notes, correspondence or other material placed in the working file within two (2) days of placement, excluding observation notes. An employee shall have the right to review the contents of the working file. Materials contained within the working file shall either be incorporated within the permanent personnel file or destroyed at the end of the school year. The working file shall not be moved from one site to another.

- B. An employee's personnel file shall contain the following minimum items of information: the employee's evaluation reports; copies of annual contracts; teaching certificates; and up-to-date transcripts of academic records.
- C. No evaluation, correspondence, or other material making reference to an employee's competence or actions shall be placed in the file without the employee's knowledge and right to attach the employee's written comments. The employee's signature on the evaluation, letter of instruction, discipline and/or receipt of said correspondence shall be acknowledgement of employee's prior notice before such material is placed in the personnel file.
- D. An employee shall acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed with the understanding that such signature only signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its content unless specifically stated.
- E. Derogatory statements from nonprofessional sources shall not be included in an employee's personnel file unless intended to substantiate action taken by the District.
- F. Information placed in a personnel file shall be filed during the school year in which the precipitating events occurred, unless that information was not known during the school year and was of a serious nature.
- G. After eighteen (18) months, an employee may request that derogatory material other than yearly evaluations be expunged from the employee's file. Decisions on such requests shall be made by the Superintendent or designee in consultation with the Association President or designee. After three (3) years, derogatory material other than yearly evaluations shall be automatically expunged provided the offense has not been repeated. Notices of suspension without pay shall be removed after four (4) years provided similar offenses have not been repeated.

## SECTION 7 DUE PROCESS

- A. No employee shall be disciplined without just and sufficient cause.
- B. Prior to any meeting which may lead to disciplinary action the employee shall be so notified. The District shall advise the employee of the right to representation. The employee has the right to Association representation of their choice. If a request for a representative or witness is made, the investigatory meeting may be suspended until such time as the employee has had a reasonable amount of time to gain representation. No delay shall be for more than two (2) working days.
  - 1. Any serious charge against an employee by a parent, student, or other person, which if proven true would be basis for discipline, shall be called to the attention of the employee and, if agreed upon by the employee, the Association President within ten (10) school days. Any complaint

not called to the attention of the employee within ten (10) school days may not be used as a basis for disciplinary action against the employee. Anonymous complaints shall not be the sole basis of discipline.

- C. The specific grounds forming the basis for official disciplinary action shall be made available to the employee in writing. The employee shall be informed of the purpose of a disciplinary meeting prior to the meeting and the District shall advise the employee of the right to representation. The employee has the right to Association representation of their choice. If a request for a representative or witness is made, the discipline meeting may be suspended until such time as the employee has had a reasonable amount of time to gain representation. No delay shall be for more than two (2) working days.
- D. The District agrees to follow a policy of progressive discipline which includes verbal warning, written reprimand, suspension with pay, suspension without pay, and discharge. Some charges of a serious nature may result in omitting any of the progressive discipline steps.

Disciplinary action which results in an adverse affect of contract under the provisions of RCW 28A.405.300 shall be solely controlled by said statute (See Article XI, Section 3.C.).

- 1. Verbal warning is an official verbal notification of employee misconduct. The warning shall include the reasons for the warning and notice that future misconduct could result in more severe disciplinary action.
  - 2. Written reprimand is an official written notification of employee misconduct. A written reprimand should include the reasons for the reprimand, and notice that future misconduct could result in more severe disciplinary action.
  - 3. Any written disciplinary action, if agreed upon by the employee, shall also be copied to the Association President.
- E. Possession, Sale, Delivery or Use of Alcohol and/or Controlled Substances by employees on District property or at District-sponsored events during the course of employment with the District is prohibited. Employees who violate this prohibition shall be subject to immediate discharge. Violation of this provision shall constitute just and sufficient cause for immediate discharge without following the policy of progressive discipline set forth in Section D above (See Article IX, Section 21 for Alcohol or Substance Abuse Policy).
- F. Any discipline or criticism of job performance of an employee by a supervisor or other administrator of the District shall be done in a confidential setting.

## SECTION 8 CHILD ABUSE ALLEGATIONS/PROCEDURE

- A. When the District receives a complaint, written or oral, alleging child abuse by an employee, such complaint shall be brought to the attention of the employee as provided in Article III, Section 7., Due Process, except where such action would interfere with an ongoing DSHS or criminal investigation. The employee shall have the opportunity to respond and receive information as provided in said Article.
- B. Following an investigation of alleged child abuse by an employee, if the complaint is found to be unsubstantiated, the employee has the option of having a joint District/Employee statement issued to that effect.



- C. Recognizing the sensitive nature of child abuse allegations, toward an employee, the employee shall be advised of the availability of the employee assistance program. Further, the parties agree to use reasonable discretion in documentation and investigation of child abuse. This includes concern for confidentiality of information, confidentiality of nonfactual rumors, and to the extent possible confidentiality of employee involvement.

## SECTION 9 LEAVE REPLACEMENT EMPLOYEES/LONG TERM SUBSTITUTES

### A. Leave Replacement Employees

1. An employee hired to fill a vacancy created when another employee is on leave, as per RCW 28A.405.900.
2. The leave replacement employee's salary shall be determined by the provisions of Article IX. This salary shall begin on the employee's first day of employment as set forth in the individual leave replacement contract.
3. At the time of hire of a leave replacement employee, the employee shall have the option of participating in the health benefit program.
4. A leave replacement employee shall earn one (1) day sick leave for each fifteen (15) days worked in the employee's position, beginning on the first (1st) day of employment.
5. Leave replacement employees will be compensated at their per diem hourly rate as designated in this Agreement for those in-service opportunities required by the District beyond the work day.

### B. Long-Term Substitutes (Also see Appendix M)

1. Substitutes who have held an employee's position for twenty (20) consecutive days in one (1) position shall be paid a daily rate equaling one, one hundred eightieth (1/180th) of the yearly salary of the employee's placement on the salary schedule, as determined by Article IX, beginning on the twenty-first (21st) consecutive day of employment.
2. Long-term substitutes shall be paid monthly at the daily rate described in Paragraph B., 1. for those days worked.
3. At the time the employee qualifies for long-term substitute classification, the employee shall receive the opportunity to participate in the healthcare benefit programs.
4. Upon becoming a long-term substitute employee, the employee shall earn one (1) day sick leave for each fifteen (15) days worked.
5. Long-term substitute employees will be compensated at their per diem hourly rate as designated in this Agreement for those in-service opportunities required by the District beyond the workday.
6. No long-term substitute employee holding a position for longer than twenty (20) consecutive days for a regular employee on leave, shall be replaced before the return of the regular



employee solely for the purpose of preventing the long-term substitute from receiving salary and healthcare benefits as described in paragraphs B.1. and B.3. in this section.

C. Thirty Day Cumulative Substitutes

Substitutes who have held an employee's position for 30 days during the current school year shall be paid a daily rate equaling one hundred eightieth (1/180<sup>th</sup>) of the yearly salary of the BA Step 0 of the salary schedule beginning on the thirty first day of employment with the current school year. No other section of this agreement applies to these 30 day substitutes, including Appendix M, and they shall be entitled to no other rights under this agreement.

## **ARTICLE IV - EVALUATION**

This Article of the Agreement provides for two evaluation processes. Part A is applicable to "classroom teachers," as defined in Section A.3 below. Part B is applicable to all other employees, who are considered "non-classroom teachers" for purposes of this Article.

### **PART A. CLASSROOM TEACHERS**

#### **SECTION 1 PURPOSE/ INTENT**

The intent of this Classroom Teacher Evaluation Language is to provide a teacher evaluation program consistent with the requirements of ESSB 6696 (2010), 5895 (2012) and RCW 28A.405.100. Employees not covered by the new program (non-classroom teachers), shall remain subject to evaluation under the prior evaluation program, as provided for in Article IV, Part B, sections 1-6, below.

The evaluation procedure set forth herein provides for a positive attitude to be maintained by all parties toward the development and improvement of the instructional program of the District. The evaluation procedure recognizes high levels of performance and encourages improvement in specific identifiable areas, and provide support for professional growth through the systematic assessment of employee performance.

The parties agree that the following evaluation system for all employees in the bargaining unit 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 skill, 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 evaluator and the bargaining unit member, as described in WAC 392-191-025:

- "(1) To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and

particular areas in which the classroom teacher or support person needs to improve his or her performance.”

(5) The District shall assist each employee of the District in maintaining an appropriate learning environment within his/her classroom, or worksite.

(6) Evaluation shall be consistent with the settings, materials and support available to the employees within the District.

## SECTION 2 EVALUATOR QUALIFICATIONS

All assigned evaluators shall have received training in the evaluation processes they will be assigned to conduct under this Part A and related appendices. The District shall provide the Association with the completion dates and a summary of the content of the training that each Evaluator has completed.

The District will provide the Association with completion dates and a summary of the content of the training that each evaluator has completed by October 31<sup>st</sup>.

## SECTION 3 COVERAGE – DEFINITION OF CLASSROOM TEACHERS

Classroom teachers (hereinafter, “teachers”) subject to this new evaluation program shall be all certificated employees with an assigned group of students for whom they provide academically-focused instruction and hold one or more of the certificates provided for under WAC 181-79A-140(1) through (3) and (6)(a) through (e) and (g). The term “classroom teacher” does not include employees who do not meet the above definition of classroom teachers and who provide services to students and hold certificates as educational staff certificates provided for under WAC 181-79A-140(5) Educational Staff Associates (e.g., Speech Language Pathologists, Psychologists, Counselors, Occupational Therapists, Nurses, Audiologists, Physical Therapists, Social Workers), Library Media Specialists, Building Level Teacher on Special Assignment or District Level Teacher on Special Assignment. Those bargaining unit members who do not meet this definition (non-classroom teachers) will remain under the previous evaluation system, as provided for in Article IV Part B, Section 1-6 of this Agreement.

## SECTION 4 CLASSROOM TEACHER EVALUATION PROCESS

No teacher shall be evaluated by an evaluator who has not received training in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state requirements.

### 1. PROFESSIONAL DEVELOPMENT

Prior to being evaluated under this Part A, each teacher shall receive adequate professional development to comprehend the framework and understand the evaluation process. The District will provide at least seven (7) hours of such training before the employee’s first formal observation. In addition, all teachers moving onto a Comprehensive Evaluation for the first time (including first year provisional teachers but not third year provisional teachers) will receive a one-time supplemental contract for ten (10) hours of time for additional work to develop goals, collect artifacts, and familiarize themselves with the Danielson framework and for evaluation-related individual teacher activities. These supplemental hours shall be paid on a timesheet. All funding provided by the state specific to the purpose of professional development for evaluation shall be used for that purpose. All District provided evaluation training shall have clock hours.

Each employee, prior to the first day of school or within fifteen (15) days of employment, shall be given a copy of the evaluation criteria, procedures, and any relevant forms and information appropriate to the teacher's position and track in the evaluation cycle.

## 2. DEFINITIONS, STATE CRITERIA, FRAMEWORK, AND SCORING

### A. Definitions

1. Criteria shall mean one of the eight (8) state defined categories to be scored.
2. Component shall mean a sub-section of each criterion.
3. Evaluator shall mean a certificated administrator who has received training in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state requirements.
4. Artifacts shall mean a type of evidence in the form of any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
5. Evidence shall mean observed practice, products or results of a teacher's work that demonstrates the teacher's knowledge, ability and skill in relation to the District adopted instructional framework. Evidence collection is not intended to be a portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment.
6. Not Satisfactory shall mean:  
Level 1: Unsatisfactory – Receiving a summative score of 1 is considered not satisfactory performance for a teacher.  
Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is considered not satisfactory.
7. Student Growth shall mean the change in student achievement between two points in time within the current school year. Assessments used to demonstrate growth will be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures. Percentages of growth may be used, but will not be required for Student Growth goals.

### B. State Evaluation Criteria

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.

### C. Instructional Framework

The parties have agreed to the adopted evidence-based Danielson's Framework for Teaching, a copy of which is posted on the District website.

Upon mutual agreement the parties may negotiate a different OSPI approved instructional model.

Instructional frameworks criteria may only be modified through joint agreement with YEA and the YSD.

D. Criterion Performance Scoring

A teacher receiving a comprehensive summative evaluation shall receive one of the four summative performance ratings for each of the criteria in Section 4.2.B, above. A teacher receiving a focused evaluation shall receive their most recent comprehensive rating. If the teacher indicates in writing his/her disagreement with one or more performance criterion rating YEA will be informed by the district, unless the teacher opts out of YEA being notified. Whether the teacher is receiving a comprehensive summative evaluation or a focused evaluation, the evaluator must then assign a summative performance rating using the methodology and scoring bands adopted for this purpose by OSPI, which shall be the teacher's comprehensive summative evaluation performance rating.

E. Summative Performance Rating

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

1. 8-14—Unsatisfactory
2. 15-21—Basic
3. 22-28—Proficient
4. 29-32—Distinguished

F. Student Growth Criterion Score

1. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3, SG 6, and SG 8. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:  
  
5-12—Low  
13-17—Average  
18-20—High
2. Student growth data will be taken from multiple sources during the school year in which the evaluation is being conducted, and must be appropriate and relevant to the teacher's assignment. It will include teacher initiated formal and/or informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time in the same school year shall not be used to calculate a teacher's student growth criterion score. Evaluators shall not consider school-wide or District-wide test scores when evaluating classroom teachers.
3. The evaluator's determination of proficiency level ratings must be based on multiple measures that may include classroom-based, school-based, district-based, and state-based tools. Evaluation shall be consistent with the setting, material, and support available to the employees within the District. The evaluator shall give due consideration to the impact of student absenteeism and disciplinary referrals on the achievement of student growth goals. Students with ten (10) or more absences/T-2 tardies or disciplinary referrals may be excluded due to extenuating circumstances in student growth goals.

4. Student growth data elements may include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate.
5. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score. If a teacher receives a 1 – Unsatisfactory on any of the five student growth components, it will trigger the student growth inquiry plan. Within two months of a teacher receiving a Low student growth score or at the beginning of the following school year, one or more of the following must be initiated by the evaluator in consultation with the teacher:
  - a. Examine student growth data in conjunction with other evidence (including observation, artifacts and other student and teacher information) based on appropriate classroom, school, District and state-based tools and practices;
  - b. Examine extenuating-circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
  - c. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revisions, refinement, and progress; best practices related to instructional areas in need of attention; best practices related to student growth data collection and interpretation;
  - d. Create and implement a professional development plan to address student growth areas.

### 3. PROCEDURAL COMPONENTS OF EVALUATION

#### A. Notification

The teacher will be notified by September 15<sup>th</sup> each year, or within fifteen (15) days of the beginning of the school year, whichever is later, of their evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

#### B. Goal Setting

After September 15<sup>th</sup> or 15 days after of the start of the school year, whichever is later, the teacher shall determine a student growth goal for Components SG-3, SG-6 and SG-8 on a Goal Setting form. The goal for SG-6 and SG-8 may be the same goal. These goals shall be provided to the evaluator by December 1<sup>st</sup>. Percentages of growth may be used, but will not be required for Student Growth goals.

#### C. Artifacts and Evidence

1. During the observation process the evaluator and teacher will collect and share artifacts and evidence necessary to complete the evaluation.
2. A teacher may, but shall not be required to submit artifacts and evidence for completion of the evaluation.
3. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be considered by the evaluator in determining the final evaluation score. Upon request, the administrator will initial and date all additional artifacts provided by the teacher.

#### D. Record-Keeping

The teacher's written comments, if any, and the final evaluation instrument shall be moved to the teacher's personnel file at the end of the school year.

E. Electronic Monitoring

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 written consent of the teacher. Any observation notes recorded on an electronic device should be emailed to the observed teacher within 24 hours after the conclusion of the observation.

F. Alternative Evaluator

On request, teachers may be assigned an alternative evaluator. Requests must be submitted in writing by October 1<sup>st</sup>. YEA will be notified if requests are not granted, unless the employee does not wish to have the Association notified.

#### 4. COMPREHENSIVE EVALUATION PROCESS

A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every six (6) years.

A. 1<sup>st</sup> Pre-Observation Conferences

A pre-observation conference shall be held prior to the first formal observation. The teacher and evaluator 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 discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

B. 1<sup>st</sup> Formal Observation

1. The first of at least two (2) prearranged formal observations for each employee shall be conducted by December 1<sup>st</sup>. The teacher and evaluator will mutually agree on the date and time of the observation. The total annual observation time cannot be less than sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety minutes. Any formal observation shall not be less than 30 minutes in length. The observations will occur no later than five (5) days after the pre-observation meeting unless otherwise mutually agreed.
2. The evaluator will document all formal observations using the negotiated electronic form (Appendix B-1) within three (3) days following the observation date and, unless otherwise requested by the employee, at least two (2) days prior to the post observation conference.
3. The teacher shall be entitled to submit additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. Relevant evidence provided by the teacher shall be incorporated on the negotiated form and shall be considered by the evaluator in determining the final evaluation score. Upon request, the administrator will initial and date all additional artifacts provided by the teacher.

C. 1<sup>st</sup> Post-Observation Conference

1. The post-observation conference between the evaluator and teacher will be held no later than seven (7) days after the formal observation date. **If the teacher is absent during that seven (7) day window, the number of days allowed to hold the post-observation conference shall be extended for every day the employee is absent or unavailable.**
2. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. A score will be provided to the teacher that indicates the performance level of all areas observed. The teacher shall be entitled to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. Relevant evidence provided by the teacher shall **be** considered by the evaluator in determining the final evaluation score. Upon request, the administrator will initial and date all additional artifacts provided by the teacher.  
A) If there is an area of concern observed, the evaluator will identify it in writing, linked to the applicable criteria, and provide suggestion(s) for improvement.
3. The teacher may attach written comments to the observation report.
4. The teacher shall be entitled to submit additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. Relevant evidence provided by the teacher shall be considered by the evaluator in determining the final evaluation score. Upon request, the administrator will initial and date all additional artifacts provided by the teacher.
5. The evaluator will complete the observation report form (Appendix B-1) during or within two (2) days after the conclusion of the conference. The evaluator will assign numerical ratings to individual components or criteria, based on the evidence collected by the time the report is prepared.

#### D. 2<sup>nd</sup> Pre-Observation Conference

The pre-observation conference shall be held prior to the second formal observation. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the teacher'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.

#### E. 2<sup>nd</sup> Formal Observation

1. The teacher and evaluator will mutually agree on the date and time of the 2<sup>nd</sup> formal observation. The observation will occur no later than five (5) days after the pre-observation meeting unless otherwise mutually agreed. **If the teacher is absent during that five (5) day window, the number of days allowed to hold the post-observation conference shall be extended for every day the employee is absent or unavailable.**
2. The evaluator will document all formal observations using the negotiated electronic form (Appendix B-1) within three (3) days following the observation date and, unless otherwise requested by the employee, at least two days (2) days prior to the post observation conference.
3. The teacher shall be entitled to submit additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. Relevant evidence provided by the teacher shall be considered by the evaluator in determining the final evaluation score. Upon request, the administrator will initial and date all additional artifacts provided by the teacher.
4. The final formal observation shall occur prior to May 1<sup>st</sup>.



#### F. 2<sup>nd</sup> Post-Observation Conference

1. The post-observation conference between the evaluator and teacher will be held no later than seven (7) days after the formal observation date. **If the teacher is absent during that seven (7) day window, the number of days allowed to hold the post-observation conference shall be extended for every day the employee is absent or unavailable.**
2. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. A score will be provided to the teacher that indicates the performance level for all areas observed. The teacher shall be entitled to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. Relevant evidence provided by the teacher shall be considered by the evaluator in determining the final evaluation score. Upon request, the administrator will initial and date all additional artifacts provided by the teacher.
  - A) If there is an area of concern observed, the evaluator will identify it in writing, linked to the applicable criteria, and provide suggestion(s) for improvement.
3. The teacher may attach written comments to the observation report.
4. The teacher shall be entitled to submit additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. Relevant evidence provided by the teacher shall be considered by the evaluator in determining the final evaluation score. Upon request, the administrator will initial and date all additional artifacts provided by the teacher.
5. The evaluator will complete the observation report form (Appendix B-1) during or within two (2) days after the conclusion of the conference. The evaluator will assign numerical ratings to individual components or criteria, based on the evidence collected by the time the report is prepared.

G. For third year Provisional employees there will be an additional Pre-observation, formal Observation, and Post-Observation cycle as delineated in subsections D, E and F, above.

#### H. Informal Observations

In addition to the required formal observations referred to above, informal observations may be made by an evaluator at any time. Such additional observations may become a part of the evaluation process only if those observations are documented on the approved electronic form (Appendix B-1), and at least fifteen minutes in length and shared with the teacher within three (3) complete work days of such observation with a post observation conference conducted in accordance of the requirements of subsection F above.

#### I. Final Summative Evaluation Conference

1. No later than May 10<sup>th</sup> the evaluator and teacher shall meet to discuss the teacher's final summative score. Following the completion of the required formal observations, the evaluator will provide the teacher with a draft copy of an electronic evaluation report (Appendix B-2) reflecting the preliminary ratings for the teacher criteria being evaluated at least two (2) days prior to a pre-summative rating conference, which will be held no later than May 10<sup>th</sup>. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.



2. The teacher has the right to provide additional evidence for each criterion to be scored. Relevant evidence provided by the teacher shall be considered by the evaluator in determining the final evaluation score. Upon request, the administrator will initial and date all additional artifacts provided by the teacher.
3. 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, except in the case of a probation extended into the following school year in accordance with Section 8.D., below.
4. If the final evaluation document is not completed by the evaluator and the teacher at this pre-summative evaluation conference, the evaluator will complete the final evaluation document and deliver a copy to the teacher within three (3) days following the conference.
5. Nothing prohibits an evaluator from evaluating all teachers as Distinguished (4) within a school year.
6. The teacher will sign and return two (2) copies of the Final Summative Evaluation Report. Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

## 5. FOCUSED EVALUATION

In the years when a comprehensive summative evaluation is not required, teachers who received a comprehensive summative evaluation performance rating of Level 3 or above in the previous school year are required to complete a focused evaluation. As provided for in subsection E, below, a teacher on the Focused Evaluation will receive, as minimum, their previous Comprehensive score up to **five (5)** years on the Focused Evaluation. The Focused Evaluation includes evaluation of one of the eight state criteria. A teacher may remain on the Focused Evaluation for **five (5)** years before returning to the Comprehensive Evaluation. The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must be communicated in writing on or before December 15.

- A. The criterion area to be evaluated shall be proposed by the teacher prior to, or at, the first pre-observation conference, and must be approved by the evaluator.
  - B. When choosing criterion:
    - a. If the selected criterion is 1, 2, 4, 5, or 7, the employee must also utilize the student growth components in criterion 3 or 6.
    - b. If the selected criterion is 3, 6, or 8, no additional required student growth components are required.
  - C. If the criterion selected for a focused evaluation has been determined to be non-observable, a classroom based observation will not be required.
  - D. Observations and conferences for the focused evaluation shall follow the process set forth in Section 4.3, Procedural Components of Evaluation, and Section 4.4, Comprehensive Evaluation Process, above.
  - E. The summative evaluation score for a teacher on focused evaluation shall be assigned using the summative score for the most recent comprehensive evaluation for that teacher. This score also becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the teacher remains on a focused evaluation.
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Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by evaluator.

- F. A group of teachers 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.

## 6. SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE

- A. In the event that a teacher receives an overall rating of basic or unsatisfactory on his/her evaluation, a specific plan for improvement shall be mutually prepared with the employee and a copy sent to the YEA President, unless the employee does not wish to have the Association notified. That plan shall include the following:
  - 1. Precise definition of the issue(s) in terms of instructional deficiency as related to the evaluation criteria.
  - 2. A prescription of remediation which spells out what behaviors are expected, how success is to be observed and determined, and time expectations so the employee can reach an acceptable level of performance.
  - 3. A prescription for assistance prepared by the administrator which spells out courses of action whereby the employee shall be assisted, counseled, or mentored to help improve the performance to an acceptable level. The employee shall identify resources needed to reach expectations.
- B. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15<sup>th</sup> the following year. If the 1<sup>st</sup> Formal Observation in that following year results in ongoing and specific performance concerns, the prior plan for improvement will be reviewed and adjusted as needed. The evaluator shall continue to work with the employee to develop satisfactory performance prior to completion of the comprehensive evaluation.

## 7. PROVISIONAL EMPLOYEES

- A. A second year Provisional teacher who receives a summative rating of 3- Proficient or 4- Distinguished may be granted continuing contract status for the subsequent school year at the discretion of the Superintendent.
- B. When there is concern about progress of a provisional employee as documented on an observation report form, the provisional employee and the evaluator shall schedule a meeting with an Association representative to occur within five (5) days after the post-observation conference, unless a longer time frame is mutually agreed to, to review the expectations for the employee's current position. At that time, there will be developed a plan of improvement whereby the employee will be assisted in improving his/her performance to an acceptable level.

This plan shall include the following:

- 1. Precise definition of the issue(s) in terms of instructional deficiency as related to the evaluation criteria.
  - 2. A prescription of remediation which spells out what behaviors are expected, how success is to be observed and determined, and time expectations so the employee can reach an acceptable level of performance.
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3. A prescription for assistance prepared by the administrator which spells out courses of action whereby the employee shall be assisted, counseled, or mentored to help improve the performance to an acceptable level. The employee shall identify resources needed to reach expectations.

The course of action for provisional employees will follow the guidelines stated in RCW 28A.405.220.

- C. Before the District **issues a non-renewal notice to a** provisional teacher, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies.

The efforts shall have included the following:

1. An evaluation conducted in accordance with each provision of this Section 4, Classroom Teacher Evaluation Process.;
  2. Written notice to the Association within ten (10) days of delivery of the final written evaluation;
  3. A plan of improvement designed to assist the teacher in making satisfactory progress in improving his/her performance, which may have been the plan referred to in subsection 7.B, above;
  4. A statement of the assistance and services the District will provide to the teacher to improve his/her performance, which may have been the assistance prescribed in the plan referred to in subsection 7.B, above;
  5. Periodic reports to inform the teacher of the evaluator's judgment on the teacher's progress toward remediating deficiencies, which may have been provided as part of the plan referred to in subsection 7.B, above.
- D. Every such provisional employee so notified, at his or her request made in writing and filed with the superintendent of the district within ten days after receiving such notice, shall be given the opportunity to meet informally with the superintendent for the purpose of requesting the superintendent to reconsider his or her decision. Such meeting shall be held no later than ten days following the receipt of such request, and the provisional employee shall be given written notice of the date, time and place of meeting at least three days prior thereto. At such meeting the provisional employee shall be given the opportunity to refute any facts upon which the superintendent's determination was based and to make any argument in support of his or her request for reconsideration. (RCW 28A.405.220)

## 8. PROBATION

At any time after October 15<sup>th</sup>, a non-provisional teacher whose work is judged not satisfactory based on the scoring criteria shall be placed on probation and notified in writing of the specific areas of deficiency and provided a written reasonable plan of improvement that is observable, measurable and has a timeline.

- A. A classroom teacher's work is judged not satisfactory, when the overall comprehensive score is Unsatisfactory (1). A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is below Proficient (3) for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also considered not satisfactory.

- B. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments in accordance with WAC 181-82-110.
- C. In the event that an evaluator determines that the performance of a non-provisional teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Association and the Superintendent. The report shall include the following:
1. The evaluation report prepared pursuant to the provisions of Section 4.4, above, and
  2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance that is observable, measurable and has a timeline.
- D. If the Superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15<sup>th</sup> is Unsatisfactory -1. Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:
1. Specific areas of performance deficiencies identified from the instructional framework;
  2. A suggested specific and reasonable plan for improvement; that is observable measurable and has a timeline
  3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.
- E. A reasonable plan of improvement will be developed and will include the specific evaluative criteria which must be met and the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation and a prescription for assistance which spells out courses of action whereby the employee will be assisted, counseled or mentored to help improve the performance to an acceptable level. Any activities the District requires the employee to engage in outside the normal work day/year will be compensated at the employee's per diem rate of pay.
- F. Evaluation During the Probationary Period
1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
  2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
  3. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 4.E and 4.F shall apply to the documentation of observation reports and evaluation reports during the probationary period.
  4. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
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5. The evaluator may authorize one additional trained certificated administrator to evaluate the teacher and to aid the teacher in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the teacher may request that an additional trained certificated evaluator become part of the probationary process and this request must be implemented by including an additional trained experienced evaluator assigned by the ESD 105 and jointly selected by the District and the Association from a list of evaluation specialists compiled by ESD 105. Any such request for an additional evaluator shall be made by the teacher in writing on or before the 5th day of the probationary period.
- G. A teacher must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Basic (Level 2) or above for a continuing contract teacher with five or fewer years of experience or of Proficient (Level 3) or above for a continuing contract employee with more than five years of experience. A written notice shall be provided to the teacher at the time this decision is made.

(RCW 28A.405.100)

The probationer must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement. A classroom teacher who has been transitioned to the revised evaluation system adopted under subsection (7) (C) of this section must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2 or above for a provisional employee or a continuing contract employee with five or fewer years of experience, or level 3 or above for a continuing contract employee with more than five years of experience.

- H. 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.

I. Evaluator's Post-Probation Report

Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary teacher has improved and which shall set forth one (1) of the following recommendations for further action:

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

J. Action by the Superintendent

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

- K. The following records of probation for an unsatisfactory evaluation will be maintained in the teacher's file for two (2) years and will, if no further unsatisfactory evaluation is made in the interim, be removed at the teacher's request:

1. Notice of Probation
2. Notice of Removal from Probation and/or Notice of Superintendent Action

## 9. NON-RENEWAL (DISCHARGE)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1 – Unsatisfactory for two (2) consecutive years, after completing probation the first year, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15<sup>th</sup>, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300.

## 10. PROBABLE CAUSE

The teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent shall have ten (10) calendar days following delivery of said notice to file any notice of appeal as provided by statute.

## 11. EVALUATION RESULTS

- A. Evaluation results shall be used:
1. To acknowledge, recognize, and encourage excellence in professional performance.
  2. To document the level of performance by a teacher of his/her assigned duties.
  3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
  4. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
- B. Evaluation results shall not be:
1. Shared or published with any teacher identifying information, unless a disclosure request is made under the Public Records Act, in which case the District will notify the teacher and the Association and provide them a reasonable opportunity to seek a court order prohibiting the disclosure.
  2. Shared or published without notification to the individual and Association.
  3. Used to determine any type of base or additional compensation.
  4. Used as a form of progressive discipline.

## PART B. NON-CLASSROOM TEACHER EVALUATION

### SECTION 1 PURPOSE

- A. During each school year, each employee shall be observed by his/her immediate supervisor in the performance of his/her work assignment for the purpose of evaluation.

All employee evaluations shall be conducted in accordance with RCW 28A.405.100, RCW 28A.405.150, WAC 392.191 and this Agreement.

- B. All evaluations shall be conducted openly, in a teamwork atmosphere between employee and evaluator.
- C. The primary purpose of evaluation shall be the improvement of instruction/professional performance. The evaluation conference shall reflect this intent of improvement of instruction/professional performance.
- D. The District shall assist each employee of the District in maintaining an appropriate learning environment within his/her classroom, or work site.
- E. Evaluation shall be consistent with the setting, materials, and support available to employees within the District.
- F. The evaluation procedure shall be applied fairly and consistently.

## SECTION 2 DEFINITIONS

- A. Evaluation shall mean a summary of the results of observations of the employee during the evaluation process. All Observations which are the basis for a given Evaluation Summary shall be attached to and made a part of the Evaluation Summary.
- B. Evaluation Process shall mean that process which begins with the distribution of evaluation criteria by evaluators to each employee at the beginning of each school year. The process ends with the placement of the Evaluation Summary and any attachments into the employee's personnel file.
- C. Observation shall mean the viewing by the evaluator of the employee working in assigned areas during a specific period of time as a part of the evaluation process. Observations of teaching assignment duties outside the specific period of time for observation of assigned areas may be made by the evaluator. Such additional observations may become a part of the evaluation process only if those observations are placed on the approved form and shared with the teacher within two (2) complete work days of such observation. **If the teacher is absent during that two (2) day window, the number of days allowed to hold the post-observation conference shall be extended for every day the employee is absent or unavailable.**
- D. The observation report shall mean a written summary of the observations of the evaluator. Such observation report(s) shall be the basis for the evaluation summary. The observation report form shall be a part of the Agreement as Appendix B.
- E. Evaluation Summary shall mean that document which becomes a part of the employee's personnel file. The evaluation summary shall be a part of the Agreement as Appendix B.
- F. Evaluation Criteria shall mean that criteria established by the District pursuant to RCW 28A.405.100. The Evaluation Criteria shall be a part of the Agreement as Appendix B.
- G. Evaluator shall mean the administrator assigned to evaluate the employees. The identity of the evaluator shall be made known to each employee on or before October 1.



- H. Support Employees shall mean that sub-group of employees who are not classroom teachers including but not necessarily limited to Librarians, Counselors, Psychologists, Nurses, Speech Language Pathologists, and Occupational Therapists.

### SECTION 3 QUALIFICATIONS OF EVALUATORS

Evaluators must have been trained in the evaluation system as specified in this Agreement. Evaluators who are not the building Principal/Program Director with supervision of the employee, must be an Administrator trained in the evaluation system as specified in this Agreement.

### SECTION 4 EVALUATOR ASSIGNMENT

- A. Within each building, the building principal and/or supervisor shall be responsible for the evaluation of employees assigned to that building and/or program, except in cases where an alternate evaluator may be assigned by the Assistant Superintendent for Human Resources.
- B. An itinerant employee shall be evaluated by the principal of the building in which the employee spends a majority of the work assignment. That evaluation shall be in cooperation with any other principals involved with immediate supervision of the employee.
- C. An employee who is not assigned to a specific building and/or program shall be evaluated by the employee's immediate supervisor.

### SECTION 5 PROCESS

- A. On or before October 1, the evaluator shall meet with each employee to review and discuss the evaluation process, criteria and forms; and, where appropriate, purpose. At this meeting, each employee shall be informed of his/her evaluator, evaluation alternatives (short form/long form) and tentative schedule of observation and evaluations.
- B. Regular employees: Each regular employee shall be evaluated according to the following guidelines:
1. The first observation of a regular employee shall be completed by December 1. The criteria to be utilized for observation purposes shall be the criteria specified on the observation form contained in the appendix of the negotiated agreement.
  2. At least one (1) week prior to the first observation, the employee and the evaluator shall meet to review the criteria and indicators to be evaluated.
  3. Except in the case of short form evaluations, at least two (2) annual observations totaling not less than sixty (60) minutes per year shall be completed. At least two (2) sessions shall exceed twenty (20) minutes in length or a complete lesson presentation.
  4. The time of the first observation shall be scheduled with the employee prior to the first observation. Prior to the second observation, the employee shall be provided the opportunity to specify whether that observation shall be prescheduled or conducted at the evaluator's convenience.



- a. Notes shall be recorded of the observation on the approved form contained in Appendix B of this Agreement.
  - b. The use of any electronic observation, without the mutual agreement of both evaluator and the teacher, is prohibited.
  - c. All observations for the purpose of evaluation must be conducted within the parameters of the employee's duties. The employee shall receive a copy of all observations in order for those observations to be a part of the evaluation process.
  - d. The evaluation process shall not be used to harass or discipline an employee.
  - e. Student test results shall not be used as evaluative criteria for an employee.
5. Within two (2) days following an observation, or within seven (7) days following a series of observations, the evaluator shall meet with the employee to discuss the evaluator's notes, to record jointly areas of demonstrated strength, areas of growth, and to set further goals and strategies. A copy of each observation record shall be given to the employee at this time. **If the teacher is absent during that two (2) day or seven (7) day window, the number of days allowed to hold the post-observation conference shall be extended for every day the employee is absent or unavailable.**
6. If unsatisfactory performance has been observed, the employee shall be advised in writing, which shall include suggestion(s). The employee shall have the right to attach written comments to the Observation report.
7. In the process of observing, the evaluator shall take into consideration any extenuating circumstances that may adversely affect an employee's performance. In the event of such circumstances, the employee shall have the option of describing the circumstances in writing which shall be attached to the final evaluation report. The employee shall have the right to ask questions about the report, suggest where the report is in error, discuss further observations or provide additional information. If mutually agreeable by the employee and the evaluator, the observation shall be repeated.
8. In the event that specific deficiencies have been observed in one or more areas defined in the evaluation criteria and shared with the employee, a mutually written statement shall be prepared which specifically states the issue(s). A specific plan for improvement shall be mutually prepared with the employee and a copy sent to the YEA President, unless the employee does not wish to have the Association notified. That plan shall include the following:
- a. Precise definition of the issue(s) in terms of instructional deficiency as related to the evaluation criteria.
  - b. A prescription of remediation which spells out what behaviors are expected, how success is to be observed and determined, and time expectations so the employee can reach an acceptable level of performance.
  - c. A prescription for assistance prepared by the administrator which spells out courses of action whereby the employee shall be assisted, counseled, or mentored to help improve
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the performance to an acceptable level. The employee shall identify resources needed to reach expectations.

9. The final evaluation of all regular employees shall be completed by May 10<sup>th</sup>. The criteria specified on the observation form contained in this agreement shall form the basis for the final evaluation.
10. The Evaluation Summary shall consist of written statements on the appropriate form as specified in this agreement.
11. The evaluator and the employee shall both sign the forms. The signature of the employee does not imply agreement but acknowledges that the contents of the evaluation have been shared. The employee shall have the right to attach written comments to the evaluation report. The timeline and submission is the responsibility of the employee.
12. The employee shall have the right to request a separate meeting with the administrator to review the final evaluation prior to it being filed with the Human Resource Department. The employee has the option of association representation at this meeting.
13. One (1) copy of each completed evaluation summary shall be sent to the District Human Resources Department, one (1) copy shall be provided to the employee, and one (1) copy retained by the administrator in the working file.

C. Provisional Employees:

1. Definition: The employee shall be a one (1) year provisional employee provided the employee has previously completed at least two (2) years of certificated employment in any other school district(s) in the state of Washington and is in the employee's first year of employment with the District, RCW 28A.405.220. Employees as defined in this section shall hereinafter be referred to as "provisional employees".

All other employees new to the District shall be three (3) year provisional employees, RCW 28A.405.220

2. Each provisional employee shall be evaluated during the school year according to the following guidelines:
  - a. Provisional employees shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment.
  - b. The total observation time for each provisional employee prior to May 1, of the first two years of employment, shall be no less than sixty (60) minutes. Third year provisional employees shall be observed a minimum of three times totaling ninety (90) minutes prior to May 1.
  - c. When there is concern about progress of a provisional employee as documented on an observation report form, the provisional employee and the evaluator shall schedule a meeting with an Association representative to occur within five (5) days after the post-observation conference, unless a longer time frame is mutually agreed to, to review the expectations for the employee's current position. At that time, there will be

developed a plan of improvement whereby the employee will be assisted in improving his/her performance to an acceptable level. This plan shall include the following:

1. Precise definition of the issue(s) in terms of instructional deficiency as related to the evaluation criteria.
2. A prescription of remediation which spells out what behaviors are expected, how success is to be observed and determined, and time expectations so the employee can reach an acceptable level of performance.
3. A prescription for assistance prepared by the administrator which spells out courses of action whereby the employee shall be assisted, counseled, or mentored to help improve the performance to an acceptable level. The employee shall identify resources needed to reach expectations.

The course of action for provisional employees will follow the guidelines stated in RCW 28A.405.220.

- d. A written evaluation of each provisional employee shall be prepared and submitted to the District Human Resources Department by May 10<sup>th</sup>.
3. Provisional employees are subject to non-renewal in accordance to RCW 28A.405.220, and shall not have recourse to the grievance/ arbitration procedure of this Agreement.
    - a. An improvement plan or plans will precede non-renewal.
    - b. Purpose: The purpose of the improvement plan(s) is to give the employee an opportunity to demonstrate improvement(s) in his/her areas of deficiency.
    - c. The non-renewal of an employee for unsatisfactory evaluation(s) shall not be subject to the grievance/arbitration procedure, except for timelines. Appeal of non-renewal shall be governed by statute.

#### D. Short Form Evaluation

1. A regular employee after four (4) consecutive years of satisfactory evaluations may be evaluated by use of short form evaluation. The administrator shall notify each eligible employee on or before October 1 that the employee may be evaluated by the short form. Upon request by the employee, the administrator shall provide each eligible employee with the process upon which short form employees were selected. The employee may elect not to be evaluated by the short form. Such election must be made within ten (10) days following the notice by the administrator that the short form will be used. The administrator will impartially select the number of eligible employees for short form evaluation which provides a workable balance of short and long form evaluations.
2. The evaluator shall perform one (1) observation of at least thirty (30) minutes during the school year with a written summary of said observation. The written summary of the observation shall be entered on the short form evaluation contained in the appendix of this agreement. No other observations or evaluations shall be required.
3. Short form evaluations shall be completed on or before May 10<sup>th</sup>. The short form evaluation process may not be used as the basis for notice of probable cause for non-renewal of the employee's contract.

4. Employees receiving an unsatisfactory short form evaluation shall be reevaluated pursuant to Section 5 of Part B of this article, prior to February 1.
5. An employee must be evaluated by the long form at least once every three (3) years.

## SECTION 6 PROBATIONARY PROCEDURE

- A. The Probationary Procedures of this Section 6 will apply to all regular employees covered under the terms of this Agreement. Section 6 does not apply to provisional employees. The non-renewal of a regular employee for unsatisfactory evaluation(s) and an unsatisfactory probation period shall not be subject to the grievance/arbitration procedure. Appeal of non-renewal shall be governed by statute.
  - B. If it becomes necessary to place a regular certificated employee on probation, such action shall be in accordance with the evaluation sections of this Agreement. Such probationary process is to be implemented and completed within this time frame. In carrying out the probation procedure, the following steps shall apply:
  - C. If an employee is to be placed on probation any time after October 15, the Superintendent will notify the employee. The probationary period shall be a period of sixty (60) school days. The sixty (60) day probation must be completed prior to May 15. The notification of probation must be in writing and a copy of that notification be sent to the employee. The notification for probation will include the following:
    1. A specific description of the areas of deficiency as related to the evaluation criteria.
    2. A prescription of remediation which spells out what behaviors are expected, how objectives are to be observed and measured, and time expectations so the employee can reach an acceptable level of performance.
    3. A prescription for assistance by the evaluator which spells out courses of action whereby the employee shall be assisted, counseled, or mentored to help improve the level of performance to an acceptable level. In all cases, the evaluator shall meet with the employee at least twice monthly.
  - D. If, and after all steps and processes of the probationary procedure have been followed, the employee does not demonstrate the identified acceptable level of performance as originally stated in the probationary notification, (the actual letter of probation and subsequent supportive evaluation documentation), then that employee may be subject to non-renewal of contract.
  - E. Conversely, if the certificated employee does demonstrate the identified acceptable level of performance as originally stated in the probationary letter and subsequent evaluation data, then the employee shall be removed from probation. In either case, the Superintendent shall notify the employee, in writing, no later than May 15 of the status of the employee's contract renewal.
  - F. The probationer may be removed from probation if the employee has demonstrated improvement to the satisfaction of the principal in those areas specifically detailed in the employee's initial notice of deficiency and subsequently detailed in the employee's improvement program. This may occur anytime during the probationary process.
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Immediately following the completion of the probationary period, and no later than May 15, the probationer may be notified of the non-renewal of the employee's contract pursuant to RCW 28A.405.300. Additionally, immediately following completion of probation, if the employee does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from the employee's assignment and placed in an alternative assignment for the remainder of the school year, or at the District's option, place the employee on paid leave for the balance of the contract term.

## **ARTICLE V - PLACEMENT FOR SENIORITY**

### **SECTION 1     DEFINITIONS**

- A. "Seniority" for the purpose of Assignment and Transfer, is defined as the length of certificated service in the District.
- B. "Seniority" for the purpose of Reduction in Force (RIF) shall be defined as the number of years taught and/or number of years in the profession, and not on the placement of the employee on the salary schedule. Where assignments require special certification, such assignments shall be filled with employees currently holding such special certificates.
- C. "Profession" for the purpose of this Article shall be defined as meeting the certificated years of experience eligibility criteria defined in WAC 392-121-264, (See Appendix J).
- D. A regular District continuing contract and a valid Washington state certificate for the position held shall be prerequisite for inclusion in the seniority placement process.

### **SECTION 2     PROCESS FOR DETERMINING SENIORITY**

- A. Initial ranking on the District's seniority lists shall be by the total years of certificated experience in the profession. Certificated experience in and out of Washington State shall be counted equally, provided it is consistent with WAC 392-121-264, (See Appendix J).
- B. After step A, ties shall be broken in favor of the employee who signed his/her first letter of intent/**contract (if the contract was issued during the years the YSD stopped issuing letters of intent)** for regular District continuing contract employment according to the date and time received by Human Resources.
- C. If further ties exist, they will be broken by (1) a review of date stamp on the letter of intent and (2) by the time of day noted on the letter of intent. For classroom teachers these ties will be broken in favor of the teacher with the higher comprehensive summative evaluation performance rating on the prior year's prior annual evaluation. If these ratings are the same, then reference will be made to the date stamp and time of day referenced above.
- D. By January 15 of each school year, the District shall provide to the Association, seniority lists ranking each employee from greatest to least seniority. Employees will be provided notice through email

containing a **PDF** copy of the seniority list. The seniority lists will also be posted on the District website (**[www.ysd7.org](http://www.ysd7.org)**). It shall be the responsibility of each employee to verify her/his seniority ranking and report promptly any dispute thereof in writing to the Association and to the District. Each employee who, within fifteen (15) school days, fails to notify the Association and the District that a dispute exists regarding the employee's seniority ranking as provided, shall be bound by the seniority ranking so provided, and the District's ranking shall be the final seniority ranking as to such employee on the provided list.

- E. No later than the third week in February each year, the Association and the District shall meet to discuss and to attempt resolution of any timely submissions of disputed seniority ranking. If no resolution can be reached by the end of the fourth week in February, the contract grievance process shall be used.
- F. When the parties resolve the dispute(s) or if no dispute(s) is reported, a list shall be provided to the Association. Such list shall include all corrections, deletions, and additions of employees or their seniority ranking for the school year, and shall be the only list used for assignment and transfer and layoff or recall of employees defined by this Agreement for the current school year.

## **ARTICLE VI - ASSIGNMENT AND TRANSFERS**

### **SECTION 1 INTENT**

The intent of this section is to facilitate requests for changes in teaching positions within the District prior to advertising to out-of-district applicants. The further intent is to set the process for assignment and transfer of employees, and reassignment of employees from within the unassigned pool.

### **SECTION 2 DEFINITIONS OF TERMS**

- A. Assignment is the position: subject/grade/building(s) to which an employee is assigned.
- B. A "vacant position" is a position the District intends to fill that is still vacant after employees displaced from their previous assignment have been moved to new assignments. A vacant position includes existing positions and newly created positions the District intends to fill.
- C. A voluntary transfer is a transfer request initiated by the employee to change assignment from one building in the District to another building in the District.
- D. An involuntary transfer is a transfer initiated by the District to change the assignment of an employee from one building in the District to another building in the District.
- E. "Seniority" for the purpose of Assignment and Transfer, is defined as the length of certificated service in the District.
- F. Unassigned Employee Pool: YEA members placed in the unassigned pool because of elimination or reduction of programs within a building or District program, or reduction in enrollment within a building resulting in staff reduction within that building.
- G. Reassignment is the changing of an assignment within a school building.

### SECTION 3 NOTICE OF ASSIGNMENT

To assure that pupils are taught by employees working within their areas of competence, employees shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grades, and/or other classes outside of their teaching certificates and/or their major or minor fields of study or qualification in specialty areas, unless the provisions of layoff and recall procedures require otherwise. Written notification of school assignment, elementary grade level(s) or subject area(s) shall be submitted to all employees **no later than** the last day of the current school year. Employees will not be reassigned on an arbitrary basis. In the event that it becomes necessary to reassign employees following this notification date, the District shall inform the affected employee and the YEA President by **phone, mail, and email. When notified prior to the end of the school year, the employee shall reply to the person sending the original email and to HR within five business days.** In the event an employee is unavailable, said employee will be informed as soon as possible upon employee's return.

An employee who is reassigned after August 1<sup>st</sup> to teach a subject(s) that she/he has not taught within 5 years, will be allowed up to 14 (fourteen) hours of pay to prepare for the new subject area(s).

In making changes to an employee's assignment, the District will proceed in a professional manner, taking into consideration the interests of the employee and the interests of the District. Any employee who has questions or concerns about a change in his/her assignment may request a meeting with the building principal, the Assistant Superintendent for Human Resources or designee and the Association president or designee to discuss the reasons for the change.

### SECTION 4 UNASSIGNED EMPLOYEE POOL

- A. Remaining unassigned employees, not assigned in their same school, grade level and/ or subject area by June 15 for the following year, shall be provided their choice of any open position **via email** (based on District certificated seniority) for which those employees are qualified, prior to that position being opened for transfer, or external application. The affected employee in the unassigned pool will inform the Assistant Superintendent for Human Resources of their choice of open positions. No open position requested by unassigned employees will require a formal interview. Employees are encouraged to meet with the Building Principal prior to making their choice.
- B. In the event an employee's position is eliminated causing reassignment of the employee and the position is reinstated the following school year, said employee shall be contacted by the Human Resources Department and be given the first right of refusal for that position.
- C. Other Provisions:
  - 1. YEA members working in buildings/programs that do not need to reduce staff cannot volunteer for the unassigned employee pool.
  - 2. YEA members working in buildings/programs that do need to reduce staff can volunteer for the pool, but in doing so, employees give up their current position.
  - 3. Vacant positions will not be advertised to all YEA members until all employees in the unassigned employee pool are reassigned or no one in the unassigned pool possesses the certification or qualifications. Then the open position will be advertised to the current YEA members and the normal voluntary transfer procedures will be used.



4. Employees in the pool will be provided a list of open positions after being notified their position was eliminated. The employee shall reply to the Assistant Superintendent of Human Resources, or his/her designee, with their choices in priority order within three (3) business days of receipt of the open position list. When multiple employees in the pool have requested the same open position within the district, Article VI, Section 7. D. shall determine the placement of the employee(s). An employee may choose not to select a position from the open positions list and shall be bypassed by those employees in the pool who have made their selection.
5. Employees who have not selected an open position or who do not have an endorsement to fill an open position by July 1, shall be assigned by the district as soon as possible, including out of endorsement assignments. Open positions that have been provided for the employees in the pool to select from, but which the employee(s) have chosen not to fill within the three (3) business day period, shall be posted externally without having violated the employee's rights per this subsection.

## SECTION 5 REASSIGNMENT WITHIN A BUILDING/CATEGORY

- A. Prior to considering district-wide transfer applicants for a teaching vacancy in a building, the District will afford current building employees within the same category (**category when used in this section refers to the positions listed within Section 6.A below**) three (3) days from the date of posting and email notification to request reassignment to the open position. The email notification of the opening will be sent to all certificated staff within the building/**category**. Examples: grade 1 teacher moves to opening in grade 3; Regular ed. science teacher moves to regular ed. math opening. When reassignments are made within building, Section 7 Voluntary Transfer Process, subsection D., 1-4 criteria shall be followed. After this process is complete, and after all employees in the unassigned employee pool have been reassigned, the resulting vacancy may be filled in accordance with section 7, below.
- B. **Prior to considering transfer applicants for a vacancy in specialist areas by employees in non-specific area positions, the District will afford current employees in the specialist area three (3) days to transfer to the vacancy before the District will consider employees outside of the specialist area. When more than one employee of the specialist area desires a transfer, the voluntary transfer Section 7, subsection D., 1-4 criteria shall be followed: Members of the bargaining unit may only be part of one building or specialized group:**

- Elementary PE
- Elementary Music
- Librarians
- Counselors
- SpEd Teachers/SpEd TOSAs
- District Level TOSAs (any TOSA evaluated by a district level administrator)
- Early Learning: Includes both SpEd and Non SpEd positions.

If a position is not listed above, it is considered in-building (i.e. Instructional Facilitators, Academic Specialists, Behavior Specialists, STEAM Specialists, Reading Interventionist/Specialist, English Language Development Teachers, etc. are considered in-building). If new building-based positions are created, by default they will be considered in-building staff.



## SECTION 6 SPECIAL EDUCATION & SPECIALTY POSITIONS

Employees in a **Special Education or Bilingual position (i.e., dual language, English language development, bilingual required positions, etc.)** with less than three years of in-district experience, **who are seeking reassignment, may only transfer to positions within the specialty area. (i.e. Special Ed teacher with less than three years in-district experience may only transfer to other Special Ed classrooms within the district.)**

## SECTION 7 VOLUNTARY TRANSFER PROCESS

- A. Vacancies to be filled for the following school year shall be posted in each school building and the YSD website by the Human Resource Department and a copy shall be sent to the Association. Vacancies shall be posted for five (5) workdays during the school year. The District will not consider outside applicants prior to the completion of the in-district process. The District may encourage current employees to apply for such vacancies **through the District's electronic application process.** Vacancies posted after the last day of the school year through the first day of the next school year shall **be emailed daily to all employees, including the Association President, and posted on the YSD website for 3 business days.**
- B. Employees requesting a transfer shall make application in writing by the end of the last day of posting.
- C. Employees who have applied to transfer to a vacant position shall be eligible for selection on the basis of the District's job announcement. When more than one (1) current employee desires the position, the most senior current employee shall be eligible for selection when qualifications set forth in subsection D. are substantially equal.
- D. Voluntary transfers shall be made after consideration of qualifications and the employee interview with the most weight given to the following order of priority. (see 1-4 below)
  - 1. Certification.
  - 2. Possession of needed specialized instructional skills. **(I.e. a male P.E. teacher shall not get the girls' P.E. teacher position if the position requires supervision of the girls' locker room.)**
  - 3. Employee interview to present training experience, course work and other relevant information.
  - 4. Most senior in-District employee.
- E. A vacancy occurring during the school year may be temporarily filled with a substitute for the remainder of the school year. The position shall be posted according to the terms of this Agreement, but not filled by the successful bargaining unit applicant until the beginning of the following school year.

## SECTION 8 INVOLUNTARY TRANSFER PROCESS

- A. Involuntary transfer will only occur due to elimination of program or reduction of student enrollment within a building or District program. Notice of an involuntary transfer shall be given to the affected employee as soon as such decision to transfer is determined. The least senior employee will be selected

as long as academic program requirements can be met and the employee qualifications are substantially equal.

- B. Prior to making any involuntary transfer, a meeting will be scheduled among the following persons: Human Resources Assistant Superintendent or designee, the YEA President or designee, the principal and the employee to outline the reason for transfer. Notification of the final determination that an employee will be moved will be made by June 1.

This process will be conducted in a professional manner, taking into consideration the interests of the employee and the interests of the District.

- C. When requested, an employee chosen to be transferred during the school year shall be released from teaching for up to one (1) day at the employee's option, to prepare for the new assignment. The preparation time must be scheduled within one (1) week of the transfer date.
- D. The affected employee who is required to transfer may request the assistance of the Maintenance and Operations Department to help move the transferee's instructional materials.
- E. A notation of involuntary transfer shall be placed on the employee's evaluation form.

#### SECTION 9 ADDITIONAL STAFF ADJUSTMENT

- A. In those cases where the District deems it necessary to make staff adjustments, the District may transfer up to eight (8) employees per school year to different positions or existing open positions without regard to Article VI, Sections 3, 4, 5, 6, 7, or 8.
- B. Prior to making a staff adjustment, a meeting will be scheduled among the following persons: Human Resources Assistant Superintendent, the YEA President, the principal and the employee to outline the issue of concern. If this meeting does not result in resolution, a second meeting will be scheduled to render a decision. Notification of the final determination that an employee will be moved will be made by June 1.
- C. This process will be conducted in a professional manner, taking into consideration the interests of the employee and the interests of the District.
- D. **There will be no additional staff adjustments from a traditional classroom into a Dual Language position unless they were specifically hired to teach Dual Language or the language of the dual language class for the 2021-2022 school year or after.**

#### SECTION 10 MOVING TO ALTERNATE BUILDING

Employees who are required to move by the District for any reason to an alternate building will submit a time sheet and be paid at their per diem hourly rate for up to fourteen (14) hours if done on non-instructional hours.

#### SECTION 11 MOVING TO ALTERNATE ROOM

Employees, who are required to move to an alternate classroom at the same school site, will submit a time sheet and be paid at their per diem hourly rate for up to ten (10) hours if done on non-instructional hours.

## **ARTICLE VII - REDUCTION IN FORCE (RIF)**

### **SECTION 1    DEFINITIONS**

“Employees” affected by this Article shall include all certificated employees receiving notice of non-renewal pursuant to RCW 28A.405.210 (b). Reduction in force, as used in this article, shall refer to action by the Board to non-renew certificated employees of the District because of economic reasons, including enrollment decline, significant reduction in revenue, and termination or reduction of funding of categorical programs. The term “reduction in force” does not include decisions to discharge or non-renew an individual for unsatisfactory job performance.

### **SECTION 2    PURPOSE**

The purpose of this Article is to maintain the continuity of the education program and staff in the Yakima School District in the event the Board determines it is necessary to institute a reduction of force.

### **SECTION 3    PROCEDURES**

- A. In the event the Board anticipates a reduction in force of employees, it shall notify the Association as soon as the Board determines a reduction in force is necessary.
- B. The Association shall be given the opportunity to meet with the Superintendent and/or designees to make recommendations regarding program, exploration of resources, financial priorities, and effects of community contributions. Written recommendations by the Association shall be forwarded to the Board for its information and consideration.
- C. Reasons for any projected reduction in force shall be conveyed to the Association. The Association shall have access to the District’s existing financial data and a preliminary seniority list. It is agreed that decision making and management regarding the budget is a Board prerogative and a final decision reduce force shall rest with the Board.
- D. The incoming executive board of the Association and bargaining team not to exceed fifteen (15) shall be exempt from a reduction in force. The Association agrees to provide the names of such employees prior to April 30.
- E. Employees who are not provided notice of non-renewal shall be invited to apply for a one (1) year leave of absence without pay. The Superintendent shall recommend favorable action by the Board for an applicant if the granting of such a leave would reinstate, on a leave replacement contract, an employee who has been non-renewed. Any employee taking such a leave of absence shall be entitled to re-employment by the District following the expiration of the leave period. Such granting of leaves shall necessitate at least equal numbers of leave replacement contracts for the last employees re-hired from the employment pool. Employees requesting a leave of absence without pay, shall not be eligible for unemployment compensation.
- F. Staff requirements and projected student enrollment for all schools in the District will be listed by building.

- G. Where assignments require specific certification according to state regulation and such assignments cannot be filled by retained employees, the assignments shall be offered by seniority to employees holding the required certificates who otherwise would be laid off.
- H. The District shall retain employees with seniority until all funds for employees are obligated.
  - 1. Employees currently assigned in full-time positions shall be first assigned to all full-time positions consistent with their individual seniority and shall not be obligated to any part-time position but may choose to accept such a position on a voluntary basis.
  - 2. Employees currently assigned in part-time positions shall be assigned to part-time positions only consistent with their individual seniority provided no part-time employee with less seniority shall be assigned to any part-time position unless such a position is declined by all employees (full and part-time) with greater seniority.
- I. Employees for whom funds are not available shall be laid off on the basis of least seniority.
- J. Employees who are laid off shall be notified by certified mail or by personal delivery. The notice must be served upon the employee personally, or by certified or registered mail or by leaving a copy of the notice at the employee's regular residence with some person of suitable age who is also a resident at that location.
- K. In case of RIF, employees possessing conditional or emergency certifications or temporary positions (i.e. Retire/Rehire, Leave Replacement), shall not be retained.

#### SECTION 4 ASSIGNMENT DUE TO RIF

- A. The Board shall determine average student/employee ratios and the number of positions planned for each building. The Association shall have access to this information.
- B. Employees shall be retained in positions as close as possible to those held at the time of reduction in force. No senior employee whose current position is not reduced shall be involuntarily transferred to create a vacant position for a less senior employee.
- C. The quality of the instructional program shall remain a top priority. Transfers shall be effected in accordance with Article V.

#### SECTION 5 EMPLOYEE RIF POOL

- A. Seniority for the purpose of this Article is defined as length of service in the Profession. "Profession" for the purpose of this Article shall be defined as meeting the certificated years of experience eligibility criteria defined in WAC 392-121-264, (See Appendix J). The following criteria will be used to place YEA members into the employee RIF pool:
  - 1. Programs eliminated or reduced.
  - 2. Reduction in enrollment, resulting in staffing reduction.
  - 3. The least senior employee.

- B. Vacancies in buildings will be identified based on student FTE enrollment (in consultation with the Human Resources Department), resignations and retirements.
- C. Prior to vacancies being filled from the employee RIF pool, voluntary reassignment within each building where openings exist shall occur according to Article VI, Section 5. C. and D. of the Negotiated Agreement. Employees in the employee RIF pool are not eligible for voluntary reassignment within the building.
- D. Resulting vacancies shall be filled from the employee RIF pool. Vacant positions will not be offered to the employees in the RIF pool until all employees in the unassigned pool (Article VI, Section 4) are reassigned, or no one in the unassigned pool possesses the certification or qualifications needed for the open position. Assignments out of the RIF pool shall be made after consideration of the following with the most weight given in the following order of priority:
  - 1. Possession of needed specialized instructional skills, such as language proficiency.
  - 2. Training and experience in the level or subject matter of the open position.
  - 3. Most senior employee (district seniority).If no one in the unassigned employee pool (Article VI, Section 4) possesses the necessary qualifications, the position will be made available to qualified employees in the RIF pool, according to the Negotiated Agreement, Article VII, Reduction in Force, Section 7, Recall.
- E. Other:
  - 1. Employees being involuntarily transferred can receive up to fourteen (14) hours of supplemental pay, paid at their per diem hourly rate, for moving out of the old and into the new building. Sending and receiving principal/director shall coordinate hours. Time sheets need to be sent to Human Resources Department.
  - 2. Vacant positions will not be advertised to all YEA members until all employees in the RIF pool (and unassigned employee pool) are reassigned or no one in the unassigned pool or RIF pool possesses the certification or qualifications. Then the open position will be advertised to the current YEA members and the normal voluntary transfer procedures will be used.

## SECTION 6 EMPLOYEE RIF POOL-ADDITIONAL PROVISIONS

- A. Names of employees non-renewed and of those reduced from full-time to part-time employment in accordance with this Article shall be placed in an employment pool on a seniority basis for possible recall. RIF (Reduction In Force) employees shall be entitled to remain in the RIF Pool for up to two years.
  - B. RIF employees shall be given the opportunity on a seniority basis to serve as substitutes in positions for which they are qualified before other substitutes are called. It shall be the RIF employee's responsibility to sign up for the substitute list.
  - C. So long as in accordance with law, RIF employees may continue their insurance coverage at their own expense during a period of reduction in force. The Association shall receive the District's support in the process of arranging a mutually acceptable method of collection and payment of premiums.
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- D. Each RIF employee shall notify the Superintendent or designee in writing between January 1 and January 31 of the year following non-renewed, whether the employee wishes to remain in the employment pool for the balance of the two (2) school years. If a RIF employee does not provide such notification, the employee's name shall be removed from the Employee RIF pool February 1. If notification is provided, RIF employees shall remain in the Employee RIF pool until September 1 of the second year following reduction in force, which is the termination date of the Employee RIF pool.

## SECTION 7 RECALL

- A. Recall from the Employee RIF pool shall be according to the following provisions:
1. The RIF employee with highest seniority, proper certification, and/or deemed highly qualified shall be recalled first. The District shall make every effort to offer a RIF employee positions compatible with their experience and training.
  2. When assignments require specific certification according to state regulations, such assignments shall be offered by seniority to RIF employees currently holding the required certificates.
  3. A RIF employee previously employed full-time shall have the option of accepting any part-time position and still retain seniority for a future full-time position.
- B. Only when all RIF employees who have necessary certification have been recalled and placed, shall the District hire new employees.
- C. Notice of recall to RIF employees shall be by certified mail or personal delivery. The RIF employee shall have ten (10) calendar days from the receipt of the written offer to accept the position. During the time a RIF employee is considering a position(s), the RIF employee shall be by-passed on the seniority list for all other openings that are offered. If a RIF employee rejects a full-time position for which the RIF employee is certificated, the RIF employee shall be placed at the top of the remaining seniority list. If a second offer of a position is rejected, the RIF employee's name shall be removed from the employee RIF pool, and the RIF employee shall have no further right to reemployment in their current RIF status.
- D. Each RIF employee shall notify the Human Resources Department of changes of address since the address in the District's records shall be conclusive when used in connection with non-renewal, recall, or other notices.
- E. An employee who has been reassigned in a position not compatible with the employee's training and/or experience may place a letter to this effect with the offer of employment stating the employee's position.

## SECTION 8 BOARD ACTION

The Board shall take official action to non-renewal and recall employees in accordance with this Article.

# **ARTICLE VIII - INSTRUCTION**

## SECTION 1 STUDENT ENTRY PLAN

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- A. Each building/site will create and implement an entry plan for new student and parent/guardian that includes:
1. A “wait time” of one full school day during which students shall not be placed in the classroom following enrollment. The first week of school shall be exempt from the 24 hour “wait time.” Exceptions will be due to State and Federal Law.
  2. A building orientation and tour.
  3. A handbook about the building expectations, rules, schedule, and other information specific to that building.
  4. A process by which all pertinent and/or relevant information pertaining to the special needs of the student will be shared with the teacher prior to placement in the classroom. This process will include the completion of a written form provided to the teacher which includes background information relative to the student (See Appendix E).
  5. A process by which teachers will have the opportunity for input before the special needs or Limited English Proficient child is placed in the classroom.
  6. In the assignment/placement of identified special education students in general education classrooms, the District will endeavor to distribute these students proportionally per classroom teacher per grade level/subject, provided however, that placement decisions remain subject to the IEP process. Special education students who are mainstreamed shall not be placed in a general education classroom without the receiving employee having been notified and a copy of the IEP been made available to him/her. In the event an employee believes a special **education** student has been inappropriately placed in his/her class the employee shall have the right to request a staffing regarding the student placement. The District’s written procedures regarding special education placement shall be made available to all employees on the district website.

The plan may also include an initial assessment of the student.

## SECTION 2 PREPARATION PERIODS

### A. Elementary Planning Time

1. Elementary classroom employees shall have for educational purposes as determined by the employee the time during which their class shall receive instruction from library media specialists, vocal music teacher, PE teachers, other specialists, and paraprofessional supervision of student lunch time.
2. a. The planning time provided by specialists and other forms of release from teaching shall guarantee to each employee, during the regular instructional day, two hundred seventy (270) minutes average per week in increments of not less than thirty (30) minutes. The intent of this language is that planning time falls in a regular and consistent weekly pattern for the benefit of both students and employees. Any shortage in the two hundred seventy (270) minutes per week average will be made up within the next two school weeks. Employees may meet with specialists and their classes on a voluntary basis. During Conference Week and District-Directed Field trips the administration will use good faith efforts to balance planning time.



- b. The planning time for all other employees at the elementary schools will be a minimum of 270 minutes per week except as otherwise provided in this article.
3. There shall be no accumulation of planning time during the holidays, vacation or when the employee's class is not in its normal session.
  4. Substitutes will be provided for librarians during the first two (2) days and during the last two (2) days and any partial days at the end of the year so classroom employees continue to receive regularly scheduled planning time.
  5. Vocal music employees shall be provided a substitute on the day of the elementary festival, so that classroom employees continue to receive regularly scheduled planning time.
  6. Substitutes shall be provided for those instructional specialists who provide planning time for elementary classroom teachers.
  7. **Elementary** music, library, **STEAM** and physical education classes shall not regularly be doubled to accommodate routine planning time unless mutually agreeable to the classroom employee and the specialist. This provision shall not be interpreted to interfere with the mainstreaming of special education students in the general education environment. If the employee believes the mainstreaming creates a safety situation the employee may raise a concern with the building principal, who shall assess the situation and make adjustments as necessary to address the concern.
  8. Specialists who provide planning time shall be provided the same amount of planning time as all classroom teachers. Monday meetings of any one group of specialists shall not exceed twelve (12) meetings per year.
  9. Adequate passing time shall be provided for specialists, including time for setup, in those buildings where no pre-designated facilities are available.
  10. The assignment and scheduling of these specialists shall be determined cooperatively by the administration, building principal, elementary teaching staff and specialists involved. Input shall be received from building principals, specialists and elementary teaching staffs and final responsibility for scheduling shall rest with the District.
  11. Elementary librarians, Music, **STEAM**, **Reading Interventionists**, and physical education **specialist** teachers shall not be assigned more than **twenty two (22) hours of instruction** per week.  
  
**When employee's duties are split, the hours of instructional time shall be prorated to the split. I.e., currently we have reading interventionists/specialists and elementary librarians at a 50/50 split. Due to the 50/50 split, the hours of instruction shall be limited to 11-hours.**
  12. Elementary employees shall be released from playground /lunch supervision assignments.
  13. Elementary librarians shall have up to two (2) optional days for work-related tasks as arranged with their principal and the supervisor of library services. These optional days shall be paid at their per diem hourly rate.
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14. Elementary employees with building principal will develop a team plan. All elementary teaming employees will be eligible for nine (9) additional hours of teaming time paid at their per diem hourly rate. This teaming will take place throughout the school year and will be outside of the regular contracted day (8:15AM-3:45PM) and outside of any previously negotiated planning time. To be eligible for payment, the completed Elementary Team Planning Log must be submitted to the building principal. (See Appendix H)

B. Secondary Planning Time

Secondary classroom employees shall have for educational purposes as determined by the employee one (1) period each school day, with any additional planning time necessary to provide the minimum 270 minutes per week.

C. Employees Assigned to Substitute

1. An employee called upon to substitute for or assume the work duties of an absent employee during the employee's planning time or during any other part of the employee's workday shall be paid their per diem hourly rate for all work performed with a minimum payment of one (1) hour per assignment. This shall be in addition to the employee's regular compensation.
2. No YEA employee with a classroom assignment will be required to provide substitute coverage until the following steps have been taken, in order of priority:
  - a. Volunteers in the building;
  - b. All substitutes for trainings have been reassigned to cover employee's on paid leave, and
  - c. Then classroom coverage shall be equitably requested from all certificated employees in the building, excluding ESA's, but including District-Level TOSAs if available.
  - d. All employees at trainings have been called back to their building, before employees are assigned to cover classes.
3. Association members who do not have a regularly scheduled preparation period, and who are asked to serve as a substitute to perform duties unrelated to their regular assignment will be compensated in accordance with subsection C.1 above.

D. Part-time Employees

Planning time is included within a part-time employee's contract. The amount of planning time shall be proportionate to the percentage of a full-time contract for which they are employed. Example: a part-time employee teaching three (3) periods of what is a five (5) period full teaching day, would receive a six-tenths (.6) contract which includes three (3) teaching periods and six-tenths (.6) of a period for planning.

E. Special Education Planning Time

All special education employees will be provided the same planning time as is given regular classroom employees as defined in this Agreement. **When situations arise due to staff shortages, the member of the bargaining unit shall call the administration to communicate the need for coverage of their lunch/prep. If coverage is not available, a timesheet for missing lunch or planning time is appropriate.**

F. Middle School Libraries

Preparation time shall be provided to librarians by the closing of middle school libraries on the last three (3) days plus any partial day of the school year. Middle school librarians shall also have up to three (3) optional days for work-related tasks as arranged with their principal and the supervisor of library services. These optional days shall be paid at their per diem hourly rate.

G. Senior High Libraries

Preparation time shall be provided to librarians by the closing of high school libraries on the last two (2) days and the last partial day of the school year. Senior high librarians shall also have up to two (2) optional days for work-related tasks as arranged with their principal and the supervisor of library services. These optional days shall be paid at their per diem hourly rate.

H. Teachers On Special Assignments

TOSA's will retain their contractual rights as defined in this Agreement. TOSA's provide specialized expertise and resources to the system, and can be utilized in a variety of capacities including non-evaluative coaching, demonstration teaching, curriculum coordination and dissemination, and administrative support. TOSAs are not in a supervisory position with respect to fellow employees. Special assignments will not always be equal. Employees who accept TOSA positions, do so under the following conditions:

1. Basic contract compensation rates for TOSA assignments are established by the negotiated teacher salary schedule. TOSA's who work extended days beyond their contract, will be compensated at their per diem daily rate of pay by supplemental contract.
2. TOSA's will be evaluated using the support services evaluation form. (See Appendix B)
3. TOSA's are special assignments for one year. If TOSA assignment is not renewed, the teacher will be placed according to Article VI, unless the employee is a provisional employee, in which case, the provisional employee provisions of the agreement shall apply.
4. A TOSA shall not in any way participate in or contribute to the evaluation of any employee.
5. The District will provide notice to the Association of any new or modified TOSA assignment.

### SECTION 3 EXTENDED INSTRUCTION PER DIEM

The rate of pay for District assigned hours of work for before and after school instructional programs, and other extended learning programs shall be the per diem hourly rate for the employee. Employees will be paid one (1) hour of non-instructional time for every five hours of instruction. The posting or other notice of the job will include the assignment, rate of pay and total number of hours to be worked (including 5:1 allocation between instructional/non-instructional time).

### SECTION 4 FACILITIES

- A. The District shall provide a faculty lounge in each District-owned school building.
- B. In new building construction and where feasible in future major remodeling the District shall make men's and women's rest room facilities available for the exclusive use of the faculty.
- C. The District shall provide space for staff parking at each school.
- D. Each employee logging a complaint, in writing, regarding a custodial or maintenance problem, shall receive a written response from the building administrator within ten working days.
- E. Each employee, including specialists, shall be provided an appropriate classroom or work site and appropriate furnishings. The work space shall include: a work surface, a computer with Ethernet access or wireless access for District-issued, wireless-compatible computers, a black and white printer (individual or shared in a common work space), a locking file cabinet, desk and chair, adequate locking storage space, and the furnishing necessary for students to participate in all appropriate activities. Such space will include proper lighting, heat, ventilation, and necessary noise control. A communications system shall exist between the employee's workspace and the office.

Teachers on carts and itinerant employees will have a laptop computer with wireless internet access or a desktop computer with Ethernet access and a black and white printer (individual or shared in a common work space) dedicated for their use in each classroom that they are assigned to, and phone, work space with a locking file cabinet, desk and chair, adequate locking storage space during their prep. Such space will include proper lighting, heat, ventilation, and necessary noise control. To the extent such facilities are not available to be provided, the District and Association will meet with the building principal and the employee, (at the employee's option), to problem solve the situation.

All **Pre-5** Elementary School YEA members will receive **\$450.00** for materials and supplies. All Secondary School YEA members will receive **\$350.00** for materials and supplies

- F. Summer school classrooms will be air conditioned whenever possible.
- G. Any employee with a student with a disability in his/her classroom shall be provided adapted educational equipment or facilities deemed necessary for that student by the IEP and within the limits of the law.

### SECTION 5 IN-SERVICE

- A. Program

1. The Board and the Association recognize the need for professional growth opportunities. The district shall maintain a program of local in-service opportunities drawing upon resources from within and outside the District.
2. The District shall provide YEA the sum of One Hundred Thousand Dollars (\$100,000.00) for in-service costs and programs provided for bargaining unit employees. The District shall provide ten thousand dollars (\$10,000.00) to YEA in additional monies for secretarial help as needed for the committee. Any unused funds from the budgeted amount shall carry over for use in the next school year.
3. The District will provide to YEA Five Thousand Dollars (\$5,000.00) for buildings/programs to fund in-service activities. These resources are limited to provide financial support for activities and cannot be used to compensate employees attending such activities.
4. The Association shall establish yearly an In-service Committee composed of six (6) employees: Two (2) K-5 employees, two (2) 6-8 employees, and two (2) 9-12 employees.
5. The In-service Committee shall:
  - a. Schedule meetings during the school year. Meeting shall be after the school day and shall be compensated at the employee's per diem hourly rate of pay from In-service funds.
  - b. Gather information and make recommendations for development of professional growth opportunities, including a needs assessment survey of employees.
  - c. Study proposed In-service program(s).
  - d. Recommend possible formats for proposed In-service program(s).
  - e. Request substitute employees in coordination with the District substitute calendar. No more than six (6) substitutes can be requested or used per day, within a maximum of twenty (20) substitutes per week, prior notice shall be given two (2) weeks before any Friday where more than three (3) substitutes are needed. The daily substitute limitations do not apply to state and national conventions.
  - f. Review a process and forms to facilitate all approved In-service program(s).
  - g. Report back to the originating source the determination of any proposed In-service program(s).
  - h. Coordinate special programs In-service.
  - i. Present an annual summary report and budget of In-service programs funded to the Association and to the District.
  - j. Consider requests for travel and meal remuneration in accordance with Article X, Section 12, Travel and Meal Reimbursement.

B. Procedure

The following guidelines apply to the In-service Committee:

1. An attempt shall be made to make In-service programs available to all employees on an equitable basis. This shall in no way limit the In-service specified in federal programs.
2. Whenever possible, In-service programs shall provide college credit for participants.
3. In-service programs may be proposed by any staff member represented on the In-service Committee.
4. Employees involved in District adopted new and/or experimental curricula shall be provided the opportunity for adequate prior In-service training.
5. Each In-service project funded shall be evaluated upon its completion by a designated person within the project. Forms shall be supplied by the In-service Committee. Follow up evaluation shall be returned to the committee.

## SECTION 6 STUDENT DISCIPLINE

- A. All District personnel shall expect acceptable behavior on the part of students who attend schools. Discipline shall be enforced fairly and consistently. Such discipline shall be consistent with applicable federal and state laws and board policy, and this Agreement. All employees shall receive training in Student Discipline laws and the implementation process.
  - B. The Board, Superintendent, and all Yakima School District administration shall support employees in their efforts to maintain discipline in the District and shall be responsive to employees' requests regarding discipline problems. Further, the authority of employees to use prudent disciplinary measures for the safety and well being of students and employees is supported by the Board and all Yakima School District administration. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment concerning the matters not provided for by specific policies adopted by the Board and not inconsistent with federal and state laws or regulations and this Agreement. Any forms used at an individual building that not are included in this agreement will be determined by consensus of school staff.
  - C. Each certificated employee shall have the authority to impose discipline upon a student as set forth in the RCW 28A.600.020(2), which states: Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action. In no event without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the principal or his or her designee and the teacher have conferred.
  - D. When an employee excludes a student from a class for disciplinary action, she/he will complete the school district electronic referral form (which a picture of the electronic referral form is attached and made a part of this Agreement as Appendix F/electronic referral), and submit it to the appropriate building administrator as soon as possible on the day of exclusion. The employee shall include all information pertaining to the case such as a description of corrective action and/or communication with the student and parent(s) previously initiated by the employee. The administrator, in turn, shall record on the electronic referral form the final discipline action taken and return a copy of the completed form electronically, with the discipline/ intervention action taken to the employee as soon as possible and
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before the student returns to the class from which he/she was excluded. In addition, the building administrator will complete and process the classroom exclusion letter notification. A policy of progressive discipline will be followed.

E. Procedures to support a disruption-free learning process and educational environment:

1. Employees shall be informed prior to being assigned student(s) who have a record of assault or threatening conduct. Employees shall be provided with specific information about the known behavior patterns of the students and suggested strategies for managing those behaviors. District Policy with respect to progressive discipline will be followed.

Consistent with FERPA, an employee shall have access to the electronic discipline file(s) of any student(s) on the employee's class list in which the employee has a legitimate educational interest. Employees shall not access electronic discipline file(s) absent a legitimate educational interest. Misuse of this access or the information contained in the file(s), as defined by District policy, shall result in termination of access.

2. All students who are disciplined will be made aware of district student rights and responsibilities, building and classroom expectations and rules, and the laws and consequences for violation.

3. When a student is suspended, expelled, or transferred for:

- gang activity
- violence/assault
- harassment
- hate crimes
- criminal acts
- recurring discipline problems
- other unlawful acts as listed in District Policy and/or common law

The District will follow a process to address the disruption of the learning environment. The District shall:

- a. develop a plan for student(s) and parent(s) which details re-entry procedures and includes awareness of the district student rights and responsibilities, building and classroom expectations and rules, and the laws and consequences for violation
- b. endeavor to meet with parent(s)/guardian(s) to develop an outline of expectations, rules, indicators, timelines, and participants' roles and responsibilities.
- c. share student profile and re-entry plan with staff for input before student is returned to class.
- d. provide all participants with a copy of the plan before the student is returned to class.
- e. provide support to staff member(s) and provide student transfer, if necessary.
- f. direct a letter to the student(s) and parents explaining the seriousness of the actions and citing the language of the law. For students returning from a suspension or expulsion,



RCW 28A.600.460(2) states a student committing a serious offense (defined by RCW 9A.36, 9A.40, 9A.46, and 9A.48) when activity is directed towards the teacher, shall not be assigned to that teacher's classroom for the duration of the student's attendance at that school or any other school where the teacher is assigned.

- F. Upon his/her request the regular education classroom teacher directly impacted by a special education student's disruptive behavior will provide input into the IEP and IEP/Manifestation Determination process and will have his/her concerns considered prior to the placement or change of placement of the special education student. Within the IEP process, which includes a meeting of the parent, teacher and District representative who is qualified to provide and supervise special education services, a plan may be established to address specific behavior and/or in order to reach behavior goals. This plan may include removal from school for specified amounts of time as a part of the IEP. The statements of Student Rights and Responsibilities may not always be used when following the IEP plan as the IEP itself may prescribe the District's response to the behavior of concern. Either the appropriate school personnel or the parent may request a new IEP meeting if either finds that the plan is not satisfactory or in need of revision. In the absence of a specific IEP behavior plan, all other items of the student discipline article in this Agreement will apply, consistent with Board policy, State and Federal law. Such participation shall not require any extra hourly pay for the employee's participation, unless participation is required by law.

## SECTION 7 ACADEMIC FREEDOM

- A. The District believes that controversial issues play a part in the District's instructional program when related to subject matter in a given grade level or specific curricular field. Employees shall use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students.
- B. In the presentation of all controversial issues, every effort shall be made to effect a balance of biases, divergent points of view, and opportunity for exploration by the students into all sides of the issue.
- C. In discussing controversial issues, employees shall encourage students to express their own views, assuring that it be done in a manner that gives due respect to one another's rights and opinions. When discussing controversial issues, employees shall respect positions other than their own. Students will be encouraged, after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.
- D. The Board, or its designees, agrees not to record secretly any employee's verbal communication in the classroom.
- E. The determination of student grades shall be the responsibility of the employee. No grade may be changed except after consultation with the employee and only as a result of the student's demonstrated achievement of the employee's course objectives.
- F. The challenge of any material(s) used in the instructional program shall follow the procedure as listed below:
1. Any challenged material(s) shall continue in use until a final decision has been made.
  2. All challenges to material(s) must be filed on the correct forms provided by the District. (See Appendix D)

3. Employees shall have the right at all levels of the challenge to present the rationale for the use of the instructional material(s).
- G. Within the established goals and objectives of the District, employees shall be responsible for the decisions regarding the methods used within the classroom. Such methods shall be based upon proven research and established professional practices. Teachers shall use their professional judgement to align their teaching to the needs of their students.
- H. Employees shall have the opportunity to give input into the selection and adoption of the District curriculum as outlined in Operational Procedure #2310. When differentiating instruction and providing scaffolded support, supplemental materials may be chosen to augment District-Adopted curriculum using the process outlined in Operational Procedure #2311.
- I. By November 1 of each year, the YEA President will have access to the School Improvement Plan for each building.

## SECTION 8 WORKLOAD

- A. The District will make a good faith effort to equalize class sizes.
- B. General Education pre-school classrooms shall have a maximum class load of the following:  
Ratio of adult to student of 1 to 9 maximum class size of 18, plus additional staff for high risk (below 130% of the Federal Poverty Level, homeless, foster care, IEP, or ELL) children.

Every Preschool teacher using the TSGold app on their own electronic device for data collection will receive access to the district wireless network through an assigned password for August-June, as outlined in an acceptable use policy for personal electronic devices.

- C. Employees of self-contained elementary classrooms (K-3) shall have a maximum class load of the following: Kindergarten classrooms shall have a maximum of twenty-four (24) students per class. Employees of grades 1-3 shall have a maximum of twenty-six (26) students per class. Employees of self-contained elementary classrooms (4-5) shall have a maximum of twenty-nine (29) students per class.

If the maximum class load is exceeded, the employee will receive an amount equal to **two hundred and fifty dollars (\$250.00)** per overload student, per quarter, up to a maximum of **one thousand dollars (\$1,000.00)** per student overload, per year.

Walk-to-read proviso:

These amounts shall be pro-rated on a 70:30 basis if overloads are created or eliminated during walk-to-read.

Example:

A teacher with 2 student overload in regular instruction and 1 student overload in reading block:

28 students - 2nd grade regular instruction

2 students x 70% x **\$1000** = **\$1400** overload

1 student x 30% x **\$1000** = **\$300** overload

Total overload for year = **\$1700**

- D. Employees in grades 6-8 middle school shall not have a single class size which exceeds twenty-nine (29) students, excluding music, Physical Education, and Ed support classes. If the class size exceeds and twenty-nine (29) students, the affected employee will receive an amount equal to ninety dollars (\$90.00) per overload student, per quarter, up to a maximum of three hundred and sixty dollars (\$360.00) per overload student, per year.
- E. Employees in grades 9-12 high school shall not have a single class size which exceeds twenty-nine students (29), excluding music, Physical Education, advisory classes, Ed support classes, and drill team. If the class size exceeds twenty-nine (29) students, the affected employee will receive an amount equal to one hundred eighty dollars (\$180.00) per overload student, per semester up to a maximum of three hundred and sixty dollars (\$360.00) per overload student, per year.
- F. Middle and High School Physical Education teachers class size.
  - 1. Middle School, if a single class size exceeds thirty-five (35) students, the affected middle school employee will receive an amount equal to ninety dollars (\$90.00) per overload student, per class, per quarter, up to a maximum of three hundred and sixty dollars (\$360.00) per overload student, per year.
  - 2. High School, if a single class size exceeds thirty-five (35) students, an amount equal to per overload student, per semester, up to a maximum of per overload student, per year.
- G. For purposes of this section, class size shall be calculated on the tenth (10<sup>th</sup>) school day, for the first quarter or semester of the school year, and the seventh (7<sup>th</sup>) school day of each quarter or semester thereafter. If an overload should occur at any date, the building administrator/District shall have five (5) days to correct the overload, or compensation shall commence from the day of overload. In the case of overloads caused by Walk-to-Read or other similar programs that are implemented by the teacher without notice to the principal, the teacher must notify the principal, and this date will start the five day correction period and serve as the retro-pay date if the overload is not corrected.
- H. This section shall not apply to counselors, music teachers, **or** librarians.
- I. School Psychologist Building Assignments
  - 1. The assignment of school psychologists to K-12 public and private schools will be made by the Executive Director of Special Education in collaboration with the psychologists' team prior to the end of each school year. A second building assignment meeting will be held in August, prior to the first day of school. The meeting will be used to make adjustments if additional psychologists have left YSD or been hired by YSD.
    - a. **All 1.0 FTE school psychologists need to be the primary in at least one building.**

- b. Once the school year begins and an adjustment is necessary, if a school psychologist would like to keep any part of their current building assignment, then another psychologist can't push them out of their assignment, regardless of rank.
  - c. School psychologists with partial FTE in a building with a vacant position will have the option to absorb all/part of that FTE before it is offered to others outside of the building. The seniority list will be used if multiple school psychologists currently in that building want to absorb the vacant position.
  - d. After all in-building FTE increases are completed, the seniority list will be used to give the highest ranking member first choice at vacant positions in other buildings.
  - e. For employees with the same hire date: the employee shall be placed on the seniority list by order of signature time and date, according to when their letter of intent/contract was signed. (Refer to Article V, Sec. 2.B.)
2. The recommended ratio for school psychologists to students is 1:830. The parties agree the district's total student population shall be divided by 830 and rounded to the nearest whole number to determine the number of FTE psychologists on staff. (I.e., 18.49 or less, stays at 18 FTE. 18.5 or above, requires the district to move to 19 FTE.)
  3. The student populations for each school will come from the February P223 IND report. K- 12 private schools within the YSD boundaries will be contacted for current student populations.

**J. The following formula shall take place to determine overload for Yakima Online Teachers**

- i. Enrollment count on the first Tuesday of each month shall be recorded by the Office Manager.
- ii. The enrollment numbers taken on the first Tuesday of each month of the quarter shall be averaged.
- iii. The average shall be used as the student count for the quarter.
- iv. The teacher will be paid \$35.00 per student for the average count listed in iii. Herein, per quarter over the student count of 60. (I.e. Sept 7, 2021 one-hundred and two (102) students are enrolled in Teacher A's online roster. October 5, 2021 the student enrollment number is one hundred-eight (108). The quarter ends prior to the 1<sup>st</sup> Tuesday in November. The average is 105 for the quarter.  $105 - 60 = 45$ .  $45 \times \$35 = \$1,575.00$ . Teacher A shall receive \$1,575 overload in November pay period.)

**K. School Nurse Building Assignments**

The assignment of school nurses to P-12 public and private schools will be made by the Executive Director of Student Life in collaboration with the nurses' team prior to the end of each school year. A second building assignment meeting will be held in August, prior to the first day of school if any adjustments to staffing or students' needs occur following the end of the prior school year.

**SECTION 9 NUMBER OF PREPARATIONS**

All high school employees shall have no more than four (4) different subject matter preparations, and all middle school employees shall have no more than five (5) different subject matter preparations. In the event an

employee agrees to accept more preparations, an additional one (1) hour pay at their per diem hourly rate will be given to the employee for each preparation past four (4) or five (5) respectively.

#### SECTION 10 MONDAY EARLY RELEASE DAY

Student dismissal will be one (1) hour (60) minutes early every Monday afternoon during the student year for the purpose of teaming, collaboration, and faculty or staff meetings.

Second and Fourth Mondays each month that school is in session will be for Collaboration/Teaming linked to the tasks/objectives of the student school success plan; agendas shall be determined by grade level/department/subject area employees and shall be provided to the principal upon request. First, Third and Fifth Mondays each month that school is in session, will be for Professional Development or Faculty/Staff meetings; agendas will be determined by the administration.

The parties agree to meet after **the calendar is approved for the current** school year to decide on the dates for this section.

Release times by grade level are set forth below:

High School student Early Release at 1:35 pm  
Middle School student Early Release at 1:30 pm  
Elementary student Early Release at 2:15 pm

#### SECTION 11 TRAVEL TIME

Employees required to travel between buildings during the instructional day shall be provided thirty (30) minutes of time to travel.

#### SECTION 12 NON-PROFESSIONAL DUTIES

No employee shall be required to perform non-teaching supervisory duties outside regular classroom/worksites assignments during the workday except for hall supervision between classes. Student or employee needs may occasionally interfere with hall supervision. Additional supervision may be required by the District in emergency and high demand situations such as fire drills, bomb scares, the beginning and end of the school year, and to address patterns of vandalism.

#### SECTION 13 INSTRUCTION

##### A. Classroom Visits by District Certificated Personnel

1. Any written notes created by District personnel during a classroom visit will be copied and given to the classroom teacher by the end of the next workday following the visit.
2. Observations by District personnel, other than the employee's evaluator/supervisor during classroom visits, shall not be documented in any observation or evaluation form of the employee.
3. When more than two (2) District personnel outside the employees building are expected in a classroom, the employee will be notified 24 hours in advance and the employee has the option to limit visitors to two.

B. Outside Agency in Classroom

1. Where District participation in federal or state programs makes cooperation with non-District administrators necessary, such cooperation will not supersede the terms and conditions of the negotiated agreement.
2. Policy formulated by the Yakima Valley Technical Skills Center Administrative Council will not supersede the terms and conditions of the negotiated Agreement.
3. Any classroom visit by Outside Agency personnel must be scheduled 48 hours in advance with the teacher and Principal. The District shall provide the number and identity of the Outside Agency visitors.
4. Any written notes created by Outside Agency personnel during a classroom visit will be copied and given to the classroom teacher by the end of the next workday following the visit.
5. An Outside Agency Personnel visiting the classroom shall not in any way participate in or contribute to the evaluation of any employee.
6. When more than two visitors from an outside agency are expected in a classroom, the employee has the option to limit outside visitors to two.

C. Classroom Walk-Throughs

Principal and teacher walk-throughs are recognized as valuable tools for improving instructional practice by identifying building and individual professional growth needs.

1. Principal Walk-Throughs

Principal walk-throughs are not intended for the purpose of generating observation data for purposes of employee evaluation.

2. Teacher Walk-Throughs

- a. Teachers have the opportunity to participate in teacher walk-throughs on a voluntary basis.
  - b. Teacher walk-throughs are not intended for the purpose of generating observation data for purposes of employee evaluation.
  - c. Teacher walk-through data shall not be used in any way in a teacher's evaluation.
  - d. Teacher names shall not be included on teacher walk-through forms. Any personally identifiable information on teacher walk-through forms shall be considered confidential and used only for purposes of improving instructional practice, including identification of building professional development needs.
  - e. Teachers may be required to participate in teacher-teacher walk-throughs if involved in an administrative internship or they are on a plan of improvement.
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- f. “Observed” teachers in a walk-through will receive at least a 24 hour advance notification as a professional courtesy to maximize the effectiveness of walk-through time.

#### SECTION 14 NEW HIRE

- A. The Mentor Teacher program shall be a totally voluntary program. All YEA members are eligible to participate.
- B. The District will not require any employee to apply for participation.
- C. No participating employee shall be subject to any additional evaluation procedure not outlined in the current collective bargaining agreement. A Mentor Teacher shall not in any way participate in or contribute to the evaluation of any employee. The Association will be allowed involvement in any District and/or state evaluation of the Mentor Teacher Program. District communication with classroom employees, Mentors and new employees will be shared with copies sent to the Association office.
- D. Subject to the availability of state funding, the District shall conduct a mentor teaching program as follows:
  - 1. The purposes of the program are to increase teacher retention and effectiveness. Reduce teacher turnover, improve teacher quality for student learning, ensure equity of learning opportunity for all students, and help build a diverse teaching force.
  - 2. Eligible Mentees shall be all new employees in their first or second year in the profession.
    - a. Year One. Mentees will receive three days (twenty-one hours) of required initial orientation prior to the start of the school year, paid at their per diem hourly rate. Additionally, Mentees shall each be paid on a time sheet basis for up to eight (8) hours of work performed outside the contract day over the course of the school year pursuant.
    - b. Year Two. Eligible Mentees (new to the profession) shall each be paid on a time sheet basis for up to an additional ten (10) hours of work performed outside the contract day over the course of their second school year for up to five (5) group meetings with other Mentees which will be scheduled and facilitated by the District.

#### SECTION 15 LIBRARY STAFFING

- A. For middle schools over 700 students, the District will provide five (5) hours per day of classified employee assistance support to the library.
  - B. For middle schools over 500 students, the District will provide four (4) hours per day of classified employee assistance to the library.
  - C. For middle schools under 500 students, the District will provide three (3) hours per day of classified employee assistance to the library.
  - D. No middle school shall be provided less than three (3) hours per day of classified employee assistance to the library.
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## SECTION 16 SPECIAL EDUCATION

A. The District and the Association shall continue the Special Education Council (SEC) that has been jointly established.

B. The following are general purposes of the SEC:

1. To facilitate special education program implementation within the District.
2. To examine and make recommendations for special education program improvement.
3. To recommend solutions to problems related to the education of children with disabilities.
4. To examine and make recommendations regarding special education workloads and compensation.

C. Handbook

A handbook will be updated annually, containing Special Education Laws, YSD Special Education policy and when new Special Education Law is enacted, printed by the Special Education Department and distributed. An updated hard copy will be provided to the Association each year with a Table of Contents. (Will be posted on the District website.)

D. Council Membership

The membership of SEC shall consist of **four (4) employees, ideally one from High School, Middle School, and Elementary & Early Learning**, appointed by the Association President, **and the Association President**, and **four (4) District Team leaders**, appointed by the Superintendent, **along with the Executive Director of Special Education Services or his/her designee. Six (with a minimum of 3 members from the Association and 3 members from the District) members** will constitute a quorum. A joint chair responsibility shall exist between Association and District members. In the event a guest is needed to speak on an agenda item, they will be invited for the length of the time to discuss the topic. Prior notification of two (2) days must be given to SEC members.

E. General Procedures for SEC

SEC meetings shall occur six (6) times per year, from October through June, at a time and place determined by the SEC committee. Whenever a meeting is postponed, another will be rescheduled as soon as reasonably possible before the next meeting. Minutes will be kept and made available to SEC members and Ad Hoc members. If required, substitute coverage will be provided by the District. YEA members will be compensated at their per diem hourly rate for time worked beyond the workday.

F. Special Education Workload

1. Each employee with workload exceeding the ratios set forth on the chart below shall receive compensation calculated on the first school day of each month, and paid prospectively on a monthly basis as identified in subsection 2, Special Education Overload Compensation.

Attached as Appendix R to this Agreement are examples of overload calculation forms to be used in calculating Special Education Overloads.

Category/Grade	Ratio*	Details
Deaf	1:8	IEPs/Caseload*
Pre-School	1:10	IEPs/Caseload* <b>Session</b>
Resource – Elementary	1:29	IEPs/Caseload*
Resource – Grade 6-8	1:29	IEPs/Caseload*
Resource – Grade 9-12	1:29	IEPs/Caseload*
Elementary SC- Mild	1:15	IEPs/Caseload*
Elementary SC – Moderate	1:10	IEPs/Caseload*
Elementary SC – Severe	1:8	IEPs/Caseload*
Middle School SC – Mild (Developmental Kindergarten)	1:15	IEPs/Caseload*
Middle School SC – Moderate	1:10	IEPs/Caseload*
Middle School SC – Severe	1:8	IEPs/Caseload*
High School SC – Mild	1:15	IEPs/Caseload*
High School SC – Moderate	1:10	IEPs/Caseload*
High School SC – Severe	1:8	IEPs/Caseload*
Elementary SST	1:8	IEPs/Caseload*
Secondary SST	1:10	IEPs/Caseload*
Audiologist	1:30	IEPs/Caseload*
OT/PT	1:30	IEPs/Caseload*
Satellite	1:25	IEPs
Speech-Language Pathologist	1:45	IEPs/Caseload*
Autism <b>PreK - 12</b>	1:8	IEPs/Caseload*
Learning Styles	1:10	IEPs/Caseload*
Augmented Communication Specialist	1:30	IEPs/Caseload*

\*Includes special education students placed in caseload awaiting receipt of student records. A caseload starts the day a certified staff member becomes responsible for providing service to the student.

## 2. Special Education Overload Compensation.

<i>Maximum annual amount per overload caseload</i>	
Elementary Resource Room (1:29) Middle School Resource Room (1:29) High School Resource Room (1:29) OT/PT (1:30) SLP (1:45) Augmented Communication Specialist (1:30) Elementary Self-Contained (Mild) (Developmental Kindergarten) (1:15) Middle School Self-Contained (Mild) (1:15) High School Self-Contained (Mild) (1:15) Satellite (1:25)	<b>\$1000</b> yr/ per student ( <b>\$5.56</b> per day) 180 School days pro-rated and paid monthly Per Section 1.
Elementary Self-Contained (Mod) (1:10) Middle School Self-Contained (Mod) (1:10) High School Self-Contained (Mod) (1:10) SST Secondary (1:10)	<b>\$1500</b> /yr per student ( <b>\$8.33</b> per day) 180 School days pro-rated and paid monthly Per Section 1.
SST Elementary (1:8) Elementary Self-Contained (Sev) (1:8) Middle School Self-Contained (Sev) (1:8) High School Self-Contained (Sev) (1:8)	<b>\$2000</b> /yr per student ( <b>\$11.11</b> per day) 180 School days pro-rated and paid monthly Per Section 1.

3. Paraprofessional Assistance.

- a. One paraprofessional will be assigned to each self-contained classroom.
- b. The Director of Special Education, jointly with the special education team leaders, shall provide appropriate relief as deemed necessary to meet classroom needs beyond those specified above. By mutual written agreement between the Director and Employee, a paraprofessional may be provided in lieu of compensation set forth in subsections 1. and 2. above.
- c. High school teachers of combined prevocational self-contained (mild-moderate) and social skills training self-contained classrooms shall not have an average class size which exceeds a ratio of 1:16 with no one period exceeding 1:20. Average class size shall be computed by adding the total in-class enrollment of each class, and dividing the total by the number of combined classes instructed. Should 1:20 be exceeded, an additional paraprofessional will be assigned for that period.
- d. If the teacher/student ratio exceeds 1:15 in an elementary, middle/high school period or elementary time block, paraprofessional will be assigned to the classroom.

4. Student Placement.

- a. Students are usually placed in specifically designated classroom (mild, moderate, severe delay) by the IEP team on the basis of the student's disability. If the IEP team recommends a student's placement outside their level of delay, the IEP may reconvene to review the appropriateness of the placement and recommend a solution which could include additional paraprofessional time, transfer of students, additional instructional materials, pro-rated overload payment or a combination of the above or no additional support needed. The IEP minutes shall reflect in writing the rationale for a student's placement outside their level of delay/or where a unanimous IEP decision is not reached.
- b. No special education teacher will be asked to write an IEP for a student without access to the evaluation and other records describing the student's present levels of performance and special education and related services needed by the student.

G. Work Day

Planning Time

The hours per day and length of workday, etc., will be specified by individual contracts. All Special Education certificated employees will be provided planning time comparable to General Education Certificated staff members district-wide.

Group of Professionals and Parents (GOPP)

GOPP meetings should be scheduled during the teacher's contracted workday for the respective buildings. When GOPP members are required to attend meetings outside regularly scheduled hours, their compensation will be paid at their per diem hourly rate. Such time will be verified on an appropriate time sheet. Certificated employees will have the option to attend meetings proposed by the GOPP team outside the contracted workday. These meetings may be scheduled to start at the end of the contracted day, or no more than 45 minutes before the contracted start time. When the employee agrees to attend, compensation will be paid at their per diem hourly rate. A minimum of 45 minutes will be paid, regardless of the length of the meeting. The duration of the meeting will be calculated by determining the difference between the scheduled "start time" of the meeting (not the time of day the meeting actually started), and the contracted start time for the employee or the difference between the end of the employee's contracted workday and the actual end of the meeting.

#### H. Additional Compensation

##### 1. IEP's

For Individual Education Plan IEP/Report writing/preparation, which cannot take place during the contracted day, before/after instructional hours and/or during early dismissals, the employee with an IEP caseload may schedule District-approved IEP writing time into the daily/weekly schedule. In situations where such scheduling is not possible the following will apply:

- a. IEP/REPORT writing/preparation hours up to **49** hours beyond the workday shall be paid at the employee's per diem hourly rate and/or (See Table One).
- b. The Special Education employee may be provided substitute coverage for release time during the workday upon request of and approved by the Special Education Director.

##### 2. Supplemental Contracts

All Special Education Employees shall receive a supplemental contract for the following days/hours at the respective per diem to perform duties that cannot be completed during the regular work day/year.

Table One

<u>Position</u>	<u>Days</u>	<u>Hours</u>	<u>Stipend</u>
Pre-School		<b>49</b>	
Resource		<b>49</b>	
Self-Contained		<b>49</b>	
Psychologist	10		
Occupational Therapist		<b>49</b>	
Physical Therapist		<b>49</b>	
Speech Language Pathologist		<b>49</b>	
Social Worker		N/A	
SST		<b>49</b>	
Adaptive PE		<b>49</b>	
Audiologist		<b>49</b>	
Collaborative Team Leaders			\$1,000.00

#### I. Psychologists

1. The workday for psychologists shall be 7 hours and 35 minutes plus a 30 minute duty-free lunch.
2. The scheduling of psychologists for their eight (8) hour and five (5) minute day shall be determined cooperatively by the supervisor and the psychologist to meet individual building and/or program needs.
3. The Yakima School District is willing to provide each school psychologist with the opportunity to work from home one day/week, should he/she so choose, to facilitate the completion of all Special Education paperwork within the requirements of the law (and conditioned on the timely completion of such paperwork). This one day/week shall be available for Psychologists at .8 FTE and greater.
4. Psychologists' ten (10) supplemental days shall be determined cooperatively by the supervisor and the employee as needed to help with workload throughout the school year. A log will be submitted to reflect the dates/hours worked.
5. **The Yakima School District will provide work coverage for school psychologists who are absent for more than two consecutive weeks. When the psychologist position is not filled or the building's psychologist is out for more than two weeks, supplemental contracts will be offered to YSD school psychologists for up to a maximum of 8 hours per transfer review and a maximum of 33 hours per evaluation (including referral, initial evaluation, and reevaluation). The same method of coverage will be offered to YSD school psychologists when a position goes unfilled.**

J. Speech Language Pathologists (SLP's)

In an effort to address the workload of Speech Language Pathologists, the District will:

1. Eliminate case history intake by SLP's.
2. Provide District paid training for use of computer and provide software support.
3. Review SLP schedules to minimize non-essential duties.
4. When additional compensation has been exhausted (See Table One), compensate staff at per diem rate for pre-approved IEP and report writing which takes place outside the regular work day.

K. Collaborative Team Leaders

Special education collaborative teams are established to improve communication, provide opportunities for collaboration among staff members with similar job assignments, and to facilitate participation of members in the planning and implementation of special education programs.

Each special education certificated staff member will be assigned to one of the twelve collaborative teams depending upon job assignment. The district will select a team leader annually for each team based upon a self-nomination process. In the case of multiple nominations for the same position, the Special Education Director will select the collaborative team leader from the pool of candidates. In the event of no self-nominee, the special education council will work cooperatively with the Special

Education Director to fill the vacant collaborative team leader position with an appropriate representative certificated staff person.

The responsibilities of the collaborative team leader are as follows:

1. Convene and facilitate collaborative team meetings.
2. Participate in monthly team leader meetings.
3. Provide input, gather data, and help problem-solve strategies regarding special education issues.
4. Communicate with collaborative team members on a frequent basis.
5. Assist the Special Education Department with planning and program decisions.
6. Assist the Special Education Department with planning and implementing staff development opportunities.
7. Team leader responsibilities do not include supervisory or personnel functions.
8. Each of the twelve (12) team leaders will receive an annual stipend of One Thousand Dollars (\$1,000.00) on a supplemental contract for serving in this capacity (See Table One).

L. Special Education Inclusion

District and Association representatives will work together with managers of applicable District strategic action plans to establish a District plan which addresses the implications of integrating special education students into the regular education program. The plan will include the key elements of sharing information and training for all staff, adequate resources to ensure the successful inclusion of the student, and an opportunity for review and reassessment of student placement.

In the assignment/placement of identified special education students in general education classrooms, the District will endeavor to distribute these students proportionally per classroom teacher per grade level/subject, provided however, that placement decisions remain subject to the IEP process. Special education students who are mainstreamed shall not be placed in general education classroom without the receiving employee having been notified and a copy of the IEP been made available to him/her. In the event an employee believes a special education student has been inappropriately placed in his/her class, the employee shall have the right to request a staffing regarding the student placement. The District's written procedures regarding special education placement shall be made available to all employees on the district website.

M. Medicaid Billing is to be reevaluated on a yearly basis and there will be a commitment to bargaining the effects should the district move away from this program and/or subcontract the work out to the ESD or a vendor.

1. The district will support all staff eligible to bill Medicaid, for those who have students who are Medicaid eligible and who are directed by the SES department, to maintain professional licensure under Washington law as required by Medicaid billing rules. For Speech and Language Pathologists (SLPs), the district shall pay to the State of Washington the annual fee for renewal of state licensing/certificate of clinical competency where required by the Health Care Authority for Medicaid billing purposes.

2. **All certified staff who are performing monthly PowerSchools charting shall be compensated as follows on a timesheet based on case load:**
  - 1-15 Students-up to a total of 4 hours a month
  - 16-30 Students-up to 7 hours per month
  - 31-45 Students-up to 10 hours per month
  - 46-60 Students-up to 13 hours per month
  - 61 + Students-up to 16 hours per month
3. **If the certificated employee is in need of additional educational material, the employee shall submit a request to the Special Education Services Director. No reasonable request shall be denied.**
4. **SES will maintain accurate class lists on Powerschools (I.e: new students, transfer students).**
5. **Technical support will be provided to the SLPs to allow immediate support during Powerschool charting difficulties with a designated support person identified.**
6. **Powerschool charting will be archived for review by SLPs for a minimum of least six (6) years.**
7. **Training will be provided in Powerschool Service Capture prior to the initiation of charting.  
SLPs will be provided training on guidelines from the Health Care Authority Guidelines for Medicaid billing.**
8. **The district acknowledges the SLPs shall be indemnified from liability should anyone other than the SLP bill.**
9. **In the event anyone other than the SLPs bills Medicaid, the district shall provide the defense of the SLPs' licenser caused by any claim arising out of said billing.**

N. **Special Education Alternative State Assessment(s)**

If an IEP team requires an Alternative to State Assessment be done for a student, employees will be provided time within the workday, or per diem compensation outside the work day, or a combination, on the following basis:

- 1-5 assessments: 10 hours
- 6-10 assessments: 20 hours
- 11 and above assessments: 30 hours

See Appendix Q for Teacher Support Plan for the Special Education Alternative State Assessment(s).

**SECTION 17 CTE (Career and Technical Education)**

- A. **To the extent that state CTE funding remains at current (2013-14) levels, Career and Technical Education teachers employed full time will receive a supplemental contract by October 20<sup>th</sup> for 40 hours**



to be paid at the per diem rate of the employee. These hours are to be used following the CTE Supplemental Contract guidelines and submitted monthly on the CTE Supplemental Hours reporting form for tasks and supervision related to the following activities:

- Student Leadership
- Advisory Committee Meetings and Activities
- Maintenance of Labs/Equipment
- Occupational Program Development and Placement

- B. CTE instructors who travel with students to an approved WA State CTSO Regional, State or National Conference will receive compensation at the rate of up to 7 hours per day for each day of travel and attendance if not during the regular school year, pending completion of CTE Supplemental contract.
- C. Each advisor of a student qualifying for competition at the National level will be given the first opportunity to chaperone their individual students.
- D. CTE Instructors who are required to modify course frameworks for CTE course re-approval will be provided a substitute for up to one day (per course framework) of release time to work collaboratively with colleagues who are teaching the same course. When a new course requires the creation of frameworks the instructor of the course will be provided a substitute for up to two (2) days for each course created.
- E. Food and Culinary Arts Foundations (CIP 120500) and Food Science (CIP 190504) instructors who shop for food and related supplies as required by the course frameworks will be compensated up to a maximum of 15 hours per semester.
- F. CTE instructors are required to maintain a First Aid and CPR card and will be paid for 2 hours while attending the District-provided First Aid and CPR training.
- G. CTE instructors who are required to regularly purchase supplies and materials for their individual program must use a CTE vehicle if available at or in the immediate vicinity of the instructor's building. If a CTE vehicle is not available, the instructor may use his/her personal vehicle and be reimbursed for mileage at the current district mileage rate.
- H. When District-provided vehicles are not available, CTE teachers will be reimbursed at the current district mileage rate when using their personal vehicle for any CTE related conference, workshop or activity.

## SECTION 18 ASSESSMENT CENTERS

The District will provide funds to all schools for an Assessment Center. This District agrees to implement the Assessment Center. No certificated staff member will be removed from their current assignment during the contracted day to perform this service. Classified staff supporting a certificated employee will not be removed from such assignment during the workday to perform the service.

## SECTION 19 WA KIDS (Washington Kindergarten Inventory of Developing Skills)

- A. WA Kids is a partnership paid for with state, federal and private funding. It is mandated for state-funded full day kindergarten programs by ESHB 2586.

- B. In an effort to provide support for the kindergarten teachers in implementing WA Kids requirements, each kindergarten teacher will receive:
1. One hour of pay at per diem for each enrolled student to compensate for the required family visit;
  2. One hour of paraeducator pay for each student to provide for para support during the family visit;
  3. Eight hours of pay at per diem for each FTE teacher for necessary data input;
  4. Necessary TSGold materials will be provided by the District.
- C. As additional support, a teacher may choose one of the following:
- a. One (1) day with certificated substitute
  - b. Two (2) days of paraeducator support (substitute)
  - c. Up to four (4) additional hours at per diem for data input.
- D. Kindergarten teachers, as a team at the building level, will be able to use up to six out of the first eight Monday early releases for WA Kids-related purposes, subject to the approval of the building principal. One hour of per diem pay per teacher per early release so utilized will be deducted from the funding provided for under section B, above.
- E. To the extent practicable at the building level, other building resources will be made available to assist in conducting data collection for objectives (e.g., physical education teachers, health screening teams, paraeducators), but final developmental level determinations remain the responsibility of the classroom
- F. Mileage will be reimbursed at the current District rate for any travel necessitated to complete required parent interviews (not drawn from kindergarten budget allocation).
- G. Every kindergarten teacher using the WA Kids app on their own electronic device for data collection will receive access to the District wireless network through an assigned password for August-October, as outlined in an acceptable use policy for personal electronic devices.
- H. Where appropriate, YSD assessment requirements will be used to inform WA Kids assessment data.
- I. No teacher shall be required to perform home visits. Any teacher making a home visit will, upon request, be accompanied by another District employee.

## **ARTICLE IX - ABSENCES AND LEAVES**

### **SECTION 1 NOTICES OF ABSENCE/PROVISION FOR SUBSTITUTES**

- A. An employee who is obligated to be temporarily absent from school shall give notice to the automated attendance system. The notification should be per the specific leave section of this Agreement and shall be provided through the use of the automated attendance reporting system.

- B. Should the employee, through delayed notification, prevent the District from securing a substitute, or should the employee fail to give notice of his/her return, the employee shall be in violation of this section of the agreement and subject to progressive discipline under Article III, Section 7.
- C. An employee taking a District leave is not eligible for unemployment compensation.

## SECTION 2 SICK LEAVE

- A. At the beginning of each school year, an employee under contract for a full school year shall be entitled to twelve (12) days annual leave of absence for illness or injury of the employee. Sick leave is earned on the basis of one (1) day of sick leave for every fifteen (15) days of employment. Unused sick leave shall be accumulated from year to year to a maximum of one hundred eighty (180) days. The contracted sick leave for any school year, in addition to any sick leave accumulated, may be taken at any time during the school year. The use of sick leave is limited to sickness or injury of the employee, care for a family member as provided in Section 2. H. of this Agreement, for donation as provided in Section 2. I., and sick leave cash out as provided in Section 3.
- B. A part-time employee under contract shall be granted that percentage of twelve (12) days leave of absence for illness as the contracted salary is to the equivalent full-time contracted salary. The same provisions that apply in Article IX, Section 2. A., shall apply in this subsection on a prorated basis.
- C. Sick pay shall be at the same daily rate as the contracted salary.
- D. The following employees are to earn sick leave **at the rate of 1-hour sick leave for every 40-hours worked**:
  - 1. Casual substitutes.
  - 2. Employees working less than .5 FTE.
- E. An employee with accrued sick leave, who is absent in excess of five (5) consecutive days, may be requested to verify such absence by a written statement from a physician.
- F. Employees who are unable to work for any reason must report their absence through the automated attendance reporting **system at least 1-hour prior to the start of their work day. Employees shall not be disciplined for missing the window to report due to emergency situations.**
- G. For each day of absence exceeding the employee's sick leave allowance, a proportion of the days absent to days contracted shall be deducted from the contracted salary, per diem daily rate for each day of absence for a regular employee.
- H. An employee may use the employee's accrued sick leave for:
  - 1. Care of the child of the employee when the child's condition of health warrants treatment or supervision.
  - 2. Care of a family member that is ill.
  - 3. Medical appointments.
  - 4. **Employees may be disciplined for patterned absences which align with weekend/holiday use.**

- i. **Patterned absences do not include pre-arranged healthcare use (proof may be requested), bereavement, or the first 5 absences which align with weekends/holidays during a school year.**
- 5. **The employee shall first be notified the pattern exists and that 5 occurrences of a pattern has taken place during the school year.**
- 6. **Once a pattern is established, the District may require proof of healthcare use on day prior/post weekend/holiday. Failure to show proof of healthcare appointment may result in discipline in accordance with Article III, Section 7.D.**
- 7. **Continued patterned absences during the school year may result in discipline.**
- 8. **Leave use when sick leave is exhausted may be considered excessive.**
- 9. **For provisional employees, excessive absences shall be considered on a case-by-case basis, but no employee shall be terminated during or at the end of their provisional period for their use of sick leave when protected leave (Minimum Wage Act) still has a balance on their pay stub.**
- 10. **Members of this bargaining unit shall not be disciplined for use of FMLA, Military Leave RCW 49.77, protected leave such as Domestic Violence RCW 49.76, or other leave protected under state or federal law.**

I. Donation of Sick Leave

- 1. An employee with more than sixty (60) days of accumulated sick leave may request to donate a specified amount of sick leave for use by another eligible employee authorized to receive such sick leave benefits. The employee donating the leave must have an accrued sick leave balance of more than sixty (60) days in order to donate sick leave to another employee. So long as the employee has sixty (60) days of accrued sick leave, the employee may donate up to six (6) days during any twelve (12) month period. Sick leave shall be donated, received, and accounted for in hourly increments. Donation, receipt and accounting for sick leave shall not be affected by an employee's rate of pay. An employee may not donate sick leave days that would result in a reduction of the employee's balance below sixty (60) days. Only sick leave may be donated pursuant to this Section.
- 2. Donated sick leave shall not be refunded or returned to the donating employee at any time.
- 3. Donated leave shall be listed by the donating employee. An employee desiring to donate leave shall provide the YEA with a written request setting forth the specific number of days donated. This written request shall be time and date stamped by YEA and forwarded to the Payroll Department. The first leave donated shall be the first leave transferred to an eligible employee. Donated leave not used during any one school year shall remain on the list for the following school year for transfer to eligible employees.
- 4. Donation of sick leave shall be subtracted from the donating employee's accumulated sick leave. Yearly cash out pursuant to Article VIII, Section 3 of the Agreement shall not be affected by a donation of sick leave unless the donation would reduce the accumulated balance of sick leave below sixty (60) days, in which case the donating employee's current year benefit would be reduced day-for-day by the donation.

J. Receipt of Leave

- 1. In order for an employee to be eligible to receive donated sick leave benefits, the employee must be a member of the bargaining unit, and must be suffering from an extraordinary, catastrophic or severe illness, injury, impairment, physical or mental condition which has

caused, or is likely to cause that employee to take leave without pay or terminate employment with the District. YEA will determine eligibility for receipt in unclear situations.

2. The receiving employee must comply with the provisions of Article IX, Section 2. E. Absences in excess of five (5) consecutive days shall be verified by a written statement from the employee's physician.
3. The receiving employee must have depleted all of the employee's sick leave balance.
4. The receiving employee may not receive more than ninety (90) days of donated sick leave. The receiving employee must have abided by all contract provisions and District rules and policies regarding sick leave.

K. Use of Donated Leave

1. The employee receiving donated sick leave may use that sick leave only in the manner as if the leave had been the employee's to begin with. Donated sick leave may not be used for any purpose other than purposes for which sick leave may be used by an employee pursuant to this Collective Bargaining Agreement.
2. Requests for donated sick leave shall be made to the Association in writing. The Association shall forward the request to the District for approval. Said request shall be forwarded to the Human Resource Department. The District shall review the request and approve or deny said request within five (5) school days of receipt.
3. Replacement employees and substitute employees are not eligible for receipt of donated sick leave.

SECTION 3 SICK LEAVE ACCUMULATION AND CASH OUT

The contracted sick leave for any school year will be accumulated by the last day of each month according to the following calendar:

<u>September:</u>	All employees sick leave is updated by up to twelve (12) days to a maximum of one hundred eighty (180) days. Employees with one hundred eighty (180) days of accumulated sick leave are not credited with sick leave beyond one hundred eighty (180) days.
<u>January:</u>	Sick leave for employees is reviewed. Employees are given an opportunity to participate in the sick leave buy back incentive program.
<u>February:</u>	Sick leave buy back is paid to employees.
<u>March:</u>	Each employee not granted all or part of twelve (12) days sick leave in September because they were at a maximum is given sick leave hours not front loaded in September.

Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's pay for four (4) accumulated sick leave days. The employee may cash in up to twelve (12) days per

year in January of each school year or cash in the entire accumulation at retirement or death. The twelve (12) days available for sick leave cash out shall be reduced by actual sick leave taken during the prior calendar year.

#### SECTION 4 ANNUAL LEAVE

- A. **Two and a half (2.5) annual leave days are accrued each year, and are front loaded.**  
Annual leave is accumulative up to eight (8) days. Only five consecutive days may be taken.
- B. Annual Leave Cash Out: Employees may cash out one day per year of unused annual leave at the cost of a substitute. In addition, upon retirement, employees may cash out up seven (7) annual leave days at their per diem hourly rate.
- D. The employee shall notify the immediate supervisor at least one (1) day in advance of the leave.  
Example: Employee plans to take leave on Friday; notification needs to be given by end of the contracted workday on Wednesday. Employee plans to take leave on Monday; notification needs to be given by end of the contracted workday on Thursday.
1. In the event of emergency, disaster, or similar occurrence, a notice of one (1) days shall be waived.
  2. For members requiring a substitute, use of Annual Leave is limited to a maximum of 40 employees for the following dates:

**TBD 2023-2024, 2024-2025**

**TBD 2023-2024, 2024-2025**

The parties agree to meet after the School Board approves the calendar to decide on the dates for Section C.2.

The Assistant Superintendent for Human Resources shall notify employees in advance of these designated dates and the timeline for application. Selection of the 40 employees eligible for Annual Leave on these dates will be by lottery.

#### SECTION 5 FAMILY ILLNESS LEAVE

In the event of accidents and/or serious illnesses in the immediate family, as defined in Article IX, Section 6. below, involving medical attention and/or hospitalization, a maximum of three (3) days of family illness leave with full pay is earned during one (1) school year. This is accumulative up to ten (10) days. Employees may use family illness to attend the needs related to the birth of a child within thirty (30) days of such a birth. A statement from a doctor may be required whenever these days are used.

#### SECTION 6 BEREAVEMENT LEAVE

- A. At the time of a death in an employee's immediate family, at his/her request up to five (5) days of absence with full pay shall be allowed. In addition, five (5) days of leave without pay shall be granted or annual leave or sick leave may be used for the death of any person for whom the employee has close emotional ties.
- B. Immediate family includes father, mother, stepparent, sister, brother, wife, husband, child, stepchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or a more distant relative if living in the same household.

- C. In the event of the death of an uncle, aunt, nephew, niece, first cousin, fiancée/fiancé, **or birth parent of a foster or adopted child**, one (1) day of absence with full pay shall be allowed.

#### SECTION 7 JURY DUTY

Leave with full pay shall be granted to the employee who is required to perform jury duty. The following stipulations shall apply:

- A. **The employee shall provide a copy of the jury duty summons to Human Resources.**
- B. The employee shall retain travel and meal payments.
- C. If the employee is released from jury duty, prior to the end of the workday, the employee shall return to work for the balance of the workday, unless relieved from the obligation to do so by the employee's immediate supervisor.

#### SECTION 8 SUBPOENA LEAVE

- A. When an employee receives a summons requiring an appearance in court in a job related capacity, the employee shall notify his/her building principal or supervisor. For job related subpoena leave, the employee shall remit to the District any fees received excluding travel and meal allowance.
- B. For subpoena leave of a civic duty nature, e.g. uninvolved witness of an accident or crime, the employee shall remit to the District court fees received up to a maximum of the cost of a replacement employee for each day absent.

For subpoena leave of personal nature, e.g., the settlement of a family estate, custody or divorce proceedings, etc., the employee shall use an annual leave day or shall reimburse the District one (1) day's salary for each day absent from the classroom.

#### SECTION 9 PARENTING LEAVE

A parent shall be entitled to take a leave of absence without pay for childbirth or adoption for a reasonable length of time and thereafter shall return to the same or a similar position.

To be entitled to parenting leave without pay under this section, a parent shall inform the District in advance of his/her intention to take leave and the approximate time he/she expects to return to work, and within sixty (60) days after childbirth or adoption shall inform the District when he/she will return to work, with a minimum of ten (10) days' notice.

Parenting leave shall not extend beyond the end of any one (1) school year after the birth or adoption of the child, unless extended by Board action or in a case where the parenting leave begins after March 31, the employee shall have the right to request leave for the next full school year.

- A. Adoption



1. An employee who is legally adopting a child shall notify the District of his/her intent to adopt upon commencement of legal adoption procedures. The employee shall be entitled to three (3) days pre-adoption leave.
2. Upon acceptance of the adoption, the employee, in requesting such a leave, shall include a statement as to the expected date of return to employment.
3. The employee shall make every effort to give the District a minimum of one (1) month notice of the need for such leave.
4. Due to uncertainties involved in specific time periods in adoption, the District shall make every effort to cooperate with the employee requesting adoption leave.

B. Maternity

1. In case of the birth of a child, the parent shall be allowed one (1) day of absence with full pay.
2. Maternity leave and discrimination in employment because of pregnancy are covered under RCW 49.60 and Affirmative Action guidelines.
3. An expectant mother shall not be required to leave work at the expiration of any arbitrary time period during pregnancy but shall be allowed to work as long as she is capable of performing the duties of her job and as long as her physician concurs.
4. Medical conditions caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery from childbirth, while the employee is on contract, are for all job-related purposes, temporary conditions and shall be treated as such under the District's sick leave plan. The District may require a physician's statement to determine if the employee is unable to work due to her temporary conditions.

C. Maternity/Adoption Use of Sick Leave

1. For sick leave benefits to extend beyond the thirtieth (30th) work day beyond the birth of a child or adoption of a child, the employee shall have a physician's statement on file in the District's payroll office concerning the health of the employee after the child's birth or adoption and an estimate of the approximate date the employee shall be recovered sufficiently to return to work.
2. Employees disabled because of pregnancy or childbirth shall be subject to the same terms and conditions concerning the extensions of leave time, the accrual of benefits, and privileges such as seniority and retirement as are applied to other temporary disabilities.

## SECTION 10 PERSONAL OR FAMILY HEALTH AND HARDSHIP LEAVE

Upon recommendation of the Superintendent, the Board may permit the employee to take a leave without pay not in excess of one (1) year for restoration of health as recommended by a doctor or to alleviate hardship involving the individual or the employee's immediate family. Employees granted such a leave will be permitted to stay in the District insurance programs at their own expense, **subject to the rules and regulations of the School Employee Benefits Board (SEBB).**

## SECTION 11 RENEWAL LEAVE

Employees may take a one (1) year leave without pay for any reason. Employees granted such a leave will be permitted to stay in the District insurance programs at their own expense, **subject to the rules and regulations of the School Employee Benefits Board (SEBB)**. Requests for renewal leave shall be made prior to July 15 for leave for the following school year.

The District will make every effort to honor requests submitted after July **10**, providing a qualified replacement can be found **prior to the first student day of the upcoming school year**.

## SECTION 12 EDUCATIONAL LEAVE

Upon the recommendation of the Superintendent, the Board may permit an employee to take a leave without pay not in excess of one (1) year for a planned course of educational study. Any extension beyond the one (1) year limit shall be considered by the Board upon special programmatic/educational need. The course of study to be pursued shall be submitted to the **Assistant Superintendent of Human Resource's** office prior to consideration of the granting of the leave. For provisions for return from educational leave, see Article IX, Section 20.

## SECTION 13 RELEASE TO OTHER EDUCATIONAL INSTITUTION LEAVE

Upon the recommendation of the Superintendent, the Board may permit an employee to take a leave without pay not in excess of one (1) year for release to other educational institutions. Such leaves may be granted by the Board when the needs of the educational institution and the employee are considered meritorious. Any extension beyond the one (1) year limit shall be considered by the Board based upon special circumstances.

## SECTION 14 MILITARY LEAVE

"Every officer and employee of the state or of any county, city, or other political subdivision thereof who is a member of the Washington national guard or of the army, navy, air force, coast guard, or marine corps reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding twenty-one (21) days during each year beginning October 1<sup>st</sup> and ending the following September 30th.

"Such leave shall be granted in order that the person may report for required military duty, training, or drill including those in the National Guard under Title 10 U.S.C., Title 32 U.S.C., or state active status. Such military leave of absence shall be in addition to any vacation or sick leave to which the officer or employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the officer or employee shall receive from the state, or the county, city, or other political subdivision, his or her normal pay", RCW 38.40.060.

## SECTION 15 YAKIMA VALLEY TECH RECRUITMENT LEAVE

All vocational Yakima Valley Tech employees' whose programs are in danger of termination due to pre-registration of thirteen (13) or less students, shall be given up to three (3) days per year to recruit students into the Skills Center program(s) without loss of pay or benefits. The District shall provide substitutes for this purpose.

## SECTION 16 VOCATIONAL CERTIFICATE UPGRADE LEAVE

All vocational employees currently holding only a vocational certificate and whose program has been or may be terminated or reduced shall be provided an opportunity to earn a standard teaching certificate in one of the following manners:

- A. The employee will be reimbursed for books and tuition, in an approved program, for up to one (1) year, for the purpose of obtaining a standard certificate.
- B. The employee shall be provided upon request a one (1) year leave without pay, or may take course work at night.

## SECTION 17 POLITICAL LEAVE

Upon written request to the Board of Directors, a certificated employee shall be granted political leave in accordance with the following provisions:

- A. With two (2) weeks' notice, a certificated employee who is a candidate for a political office shall be granted leave of absence not to exceed ten (10) days without pay for the purpose of campaigning for such office.
- B. The Board shall extend to a certificated employee who is elected to a political office a leave of absence without pay to perform all the official responsibilities and duties of the office.
- C. At the conclusion of his/her political leave, the certificated employee shall be returned to his/her same position.

## SECTION 18 FAMILY MEDICAL LEAVE ACT (**FEDERAL**)

Under the terms of the Family and Medical Leave Act of 1993 (FMLA), Title 29, Part 825 of the Code of Federal Regulations, employees may request leave without pay, and the district will continue to pay the employer portion of the medical insurance premium for up to 12 work weeks, under the following conditions:

- 1. For the birth of a son or daughter, and to care for the newborn child;
- 2. For placement with the employee of a son or daughter for adoption or foster care;
- 3. To care for the employee's spouse, son, daughter or parent with a serious health condition; and,
- 4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

The purpose of this act is to balance the demands of the workplace with the needs of families, promote the stability and economic security of families, and promote national interest in preserving family integrity. Consistent with FMLA and adopted regulations, eligible employees are entitled to request leave without pay for up to twelve (12) work weeks within a twelve (12) month period.

The twelve (12) month period shall be defined as a fiscal year commencing September 1.

Leave will be applied as follows:

1. For the birth of a son or daughter, and to care for the newborn child; use of sick leave for maternity purposes as noted under the maternity section of this agreement and if applicable, use of family illness leave as usage is defined in this agreement must be exhausted prior to FMLA leave.
2. For placement with the employee of a son or daughter for adoption or foster care; Adoption leave, if available, must be exhausted prior to FMLA leave.
3. To care for the employee's spouse, son, daughter or parent with a serious health condition; and, applicable, sick leave and family illness leave usage as defined in this agreement must be exhausted prior to FMLA leave.
4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

**FMLA leave may run concurrently with other applicable leaves(s) as allowable by law.**

Leave may be taken intermittently to care for an ill spouse, child, parent, or for an employee's own illness if medically necessary. An employee needing intermittent FMLA leave must attempt to schedule their leave so as not to disrupt the district's operations.

The district may temporarily assign the employee to an alternate position that better accommodates the employee's intermittent or reduced leave schedule. The employee will receive the same benefits and salary schedule placement.

#### EMPLOYEE ELIGIBILITY

- a) Employed by employer for at least 12 months, with 1,250 hours of service during the 12-month period immediately prior to the start of the leave.
- b) Must meet one of the four conditions listed above which apply equally to male and female employees.
- c) FMLA leave may begin before actual birth date of a child. The employee may request leave for prenatal care if her condition makes her unable to work.
- d) FMLA leave is available for treatment for substance abuse-either for employee or for immediate family member-but only for treatment not for absences due to use of the substance.
- e) Employee must notify with the district of medical treatment and make a reasonable effort to schedule the leave so as not to disrupt the district's operations.
- f) Husband and wife who work for the district are both entitled to FMLA leave but it is limited to a total combined leave of 12 weeks/12 month period when the leave is for the birth/care of newborn, adoption or foster care placement.

If leave is taken to care for a seriously ill spouse or child, spouses employed by the district may each take 12 weeks of leave.

## EMPLOYEE NOTIFICATION

All requests for leave and any other notices regarding Family and Medical Leave shall be in writing.

The employee must provide 30 days advance notice before leave is to begin if foreseeable or as soon as possible and practical. In the event of an emergency or situation beyond the control of the employee, the 30 days advance notice will be waived.

## MEDICAL CERTIFICATION

Employees wishing to apply for a FMLA leave will be required to provide to the district Form WH-380-E "Certification of Health Care Provider" from the health care provider who is treating the employee or immediate family member.

## CONTINUATION OF HEALTH BENEFITS

An employee on FMLA leave is entitled to have health benefits maintained by the district while on unpaid leave, up to twelve (12) work weeks.

- a) If the employee is paying for dependent coverage prior to leave, the employee continues to pay his or her share of premiums.
- b) If the employee's premium payment is more than 30 days late, the district's obligation to maintain group health insurance ceases. The district will give the employee a written notice by certified mail that their premium payments have not been received and will wait 15 days after notification before canceling coverage.
- c) The district may recover its share of premium payments if the employee does not return to work for a reason within the control of the employee.

## RETURN TO WORK PROVISIONS

The employee has the right to return to the same or equivalent position with the same benefits, working conditions and salary schedule placement.

The employee must provide the district 30 days advance notice where practicable. In the case of a medical leave, the employee will be required to provide substantiation from a health care provider certifying that he/she may return to work.

## SECTION 19 WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE (PFML)

**Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act, which shall be administered by the Washington State Employment Security Department. To be eligible for this leave, employees must have worked 820 hours in the state of Washington during the past 4 quarters. Employees may initiate the use of this leave prior to exhausting all accumulated leave. If paid leave is used concurrently with PFML, it will be considered a Supplemental Benefit. The District shall maintain health insurance benefits during periods of approved PFML leave.**

**Employees may initiate the use of this leave prior to exhausting all accumulated leave, with the exception that PFML shall run concurrently with FMLA (Article VII, Section 7.13). YSD shall pay sick leave to the employee who makes a request for an additional supplemental benefit, to be deducted from the employee's sick leave balance (if available), 2-hours a day sick leave pay to an employee who is utilizing the PFML. The employee shall make a written request for sick leave pay to supplement their PFML benefit. The written notice shall be to the HR Director of Certificated Staff.**

## **SECTION 20 LEAVE RETURN PROVISIONS**

- A. Upon returning from adoption, personal or family health or hardship, educational, political, release to other educational institutions and renewal leave, although the employee remains subject to reassignment, transfer and RIF the same as other employees, efforts shall be made by the District to place the employee in a same or similar position. In those cases where an employee's former position is open, he/she shall have the option of returning to it.
- B. Any employee who is on a leave of absence commencing before February 15 in any school year and extending through the end of the school year, who wishes to return for the following school year, must notify the District Human Resources Department in writing on or before February 15 of the employee's intention to return for the following school year. Any such employee not providing this notice on a timely basis shall be placed in the unassigned employee pool for the following school year.

## **SECTION 21 COORDINATION OF DISABILITY BENEFITS**

- A. An employee injured on the job will be compensated by the Self-Insured Workers' Compensation Pool in accordance with their rules and regulations and applicable State law, rules, and regulations.
- B. Employees, when injured on the job, may elect to use any accumulated sick leave time to receive their normal salary. Payments from the Self-Insured Workers' Compensation Pool may be turned over to the District if the employee elects to use accumulated leave time. The payments turned over to the District will restore the accumulated leave credits in proportion to the amount of the payment. Sick leave pay shall be integrated with any health and welfare plan, income benefit, or State Workman's Temporary Disability Compensation schedule of benefits, so that the sum of the daily sick leave allowance hereunder, and the aforesaid Health and Welfare Plan, accident and sickness income benefit, or State Disability daily benefits, shall not exceed one hundred percent (100%) of the regular daily rate of pay for any one (1) day. Any portion of the sick leave pay allowance not received by the employee by reason of any such reduction shall be retained in the employee's sick leave pay account as part of accumulated sick leave pay credits.
- C. Whenever an employee is given a permanent and stationary disability rating by a disability board, return to the job must be based on the same medical information which the employee used to obtain the award. Unless these medical facts are carefully considered, subsequent injuries or aggravations of the original injury can occur. If there is a position available, it is the policy of the District that an employee return to duties the employee can perform safely without undue risk or further injury to the employee or other employees.
- D. The medical criteria presented to the disability board by the employee and the employee's doctor shall be obtained and utilized by the District and interpreted in terms of specific job restrictions and

limitations. The Superintendent or designee shall then interpret and apply such job restrictions and limitations to the specific physical requirements as to whether or not the employee shall:

1. Return to the employee's former position, if possible;
2. Transfer to some other position (if available) for which the employee is qualified, based upon physical ability and experience, if possible;
3. Be laid off.

## SECTION 22 SUBSTANCE ABUSE EMPLOYEE ASSISTANCE

- A. The District and Association jointly recognize alcohol/controlled substances/ tobacco addiction as an illness. It is the District's and the Association's intent that employees be free of the influence or effect of alcohol and/or controlled substances during the course of their employment. The protection and well being of students, the educational process, other employees, and the employee's health and professional well being must be recognized. In cases of employee addiction to alcohol and/or controlled substances, or employee's impairment caused by alcohol and/or controlled substances, the District's initial focus is to refer the employee to professional treatment, in order to provide the employee with the opportunity to rehabilitate or remediate any alcohol and/or controlled substance impairment or addiction.
  - B. No employee may smoke any kind of lighted pipe, cigar, cigarette or any other lighted, smoking equipment or material or use tobacco products in or on District property. No employee may possess or consume alcohol/controlled substances (without a prescription) on District property. The District agrees to pay the cost of assistance in an amount up to one hundred dollars (\$100.00) for each of the two (2) allowable no-smoking clinics. Provided, however, the District shall not pay for more than two (2) attempts by an employee to complete a no-smoking/tobacco program.
  - C. Employees who voluntarily seek assistance, or who are found in need of assistance, whose conduct during the course of employment does not justify immediate discipline or discharge, will be offered the opportunity to participate in and complete a rehabilitation program either through the Employee Assistance Program or other treatment program mutually agreed upon by the District and the Association.
  - D. In cases where the District has reasonable suspicion or belief that an employee is under the influence of, affected or impaired by or addicted to alcohol and/or controlled substances, the parties agree that the employee's name may be referred by the District to a professional counselor/evaluator for a professional assessment, and immediate substance abuse test.. On or before June 15 of each year, the District and Association shall mutually agree to identify the professional counselor/evaluator to be used. The results of the test are confidential unless the employee denies substance abuse in which case, the results shall be released to the District. The counselor/evaluator shall report to the District one of the three following diagnoses or results: 1) the employee is in need of treatment; 2) the employee does not need any treatment, or; 3) the employee refused to participate in assessment sufficiently to allow the evaluator to make a diagnosis or assessment.
  - E. All records possessed by the counselor/evaluator will be held, kept and maintained by the counselor/evaluator as a confidential record between the counselor/evaluator and employee/patient.
  - F. An employee who refuses to participate in a professional assessment as outlined in paragraph D may be subject to discipline under Article III, Section 6. of this agreement. An employee has the right to grieve
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under the terms of this Agreement, Article XI, the referral and/or any discipline that may result from the application of this procedure.

- G. The District agrees to pay the costs or fees related to the initial assessment of an employee. It shall be the employee's responsibility to pay for any treatment program following the assessment. If an employee enters a treatment program, the employee may request and use accumulated sick leave, make application for any insurance benefits, or request leave under the terms and conditions of this agreement.
- H. The Association agrees to assist its bargaining unit members with any rehabilitation program.

## **ARTICLE X – FISCAL**

### **SECTION 1 WORK DAY**

- A. The workday for elementary and middle school teachers shall not exceed seven and one-half (7-1/2) hours. The workday for senior high teachers shall not exceed (7) hours and thirty-five (35) minutes. The workday for counselors and psychologists shall not exceed eight (8) hours and five (5) minutes.
- B. Elementary teachers shall work from 8:15 a.m. to 3:45 p.m. Middle school teachers shall work from 7:30 a.m. to 3:00 p.m. Senior high teachers shall work from 7:30 a.m. to 3:05 p.m. All teachers shall have at least a thirty (30) minute duty free lunch. The scheduling of counselors and psychologists for their eight (8) hours and five (5) minute day shall be determined cooperatively by the supervisor and the counselor and/or psychologist to meet individual building and/or program needs.
- C. Teachers may voluntarily work their respective workdays during times other than described in Section 1. B. above. Any adjustment of the workday for a teacher must be voluntary and be determined cooperatively between the teacher and the teacher's principal/director. Any such change shall not be an obligation beyond the school year in which it was initiated and shall not obligate other teachers to any change in their normal workday. The District shall notify the Association whenever a change is made from the schedules listed in Section 1. B. above.
- D. Prior approval shall be obtained from the building principal or designee whenever it is necessary for the employee to leave the building during the workday, excluding the thirty (30) minute duty free lunch period and the employee's preparation period. For a necessary absence during the employee's preparation period the employee is required to sign out and in on the building sign out list.
- E. Employees shall be available for thirty (30) minutes before and after the student day for parents, students, and other contacts.
- F. Department program and/or building meetings beyond the workday may be called by the principal, department chairperson or program administrator. A meeting may extend up to fifteen (15) minutes beyond the contracted workday without pay. When a meeting extends from 16 to thirty (30) minutes beyond the workday, the employee will receive compensatory time for up to thirty (30) minutes. Compensatory time must be used within two (2) weeks of the meeting which created the compensatory time. For any meeting time extending more than thirty (30) minutes beyond the workday, the employee will be paid at the per diem rate for the time beyond the (30) minutes in 15 minute increments. No more than two (2) such meetings shall be called per month. Employees shall submit a timesheet to receive pay (See Appendix S).

- G. Elementary employees shall be released from playground/lunch supervision assignments.
- H. Elementary recess shall be a minimum of fifteen (15) minutes in the morning and in the afternoon.

## SECTION 2 WORK YEAR

- A. The length of the employee contract shall be one hundred eighty (180) days. For the current school year, the length of the employee contract shall be one hundred eighty (180) days.
- B. Any extension of contracted days by the District shall be under supplemental contract and shall be calculated on a per diem basis (employee's annual base contract rate of pay divided by the number of days in the base contract work year (180 days for 2019-2020, 2020-2021 and 2021-2022)).
  - 1. **Psychologists and counselors shall work seven (7) hours and thirty-five (35) minutes per day. Psychologists and counselors shall work ten (10) additional days per work year beyond the regular work year. Psychologists' ten (10) supplemental days shall be determined cooperatively by the supervisor and the employee as needed to help with workload throughout the school year. A log will be submitted to reflect the dates/hours worked. Counselors' ten (10) supplemental days shall be divided between five (5) days immediately before and five (5) days immediately after the established work year (including any required district days) unless otherwise agreed by the supervisor and counselor. A log will be submitted to reflect the dates worked (full or half day increments.)**
  - 2. **Psychologists and counselors will be compensated at their per diem hourly rate for 180.83 hours. The 180.83 hours will be provided on a supplemental contract.**
  - 3. Nurses shall work seven (7) hours per day. Nurses shall be allowed **seven (7)** additional optional days beyond the regular work year.
- C. The last day of the school year will be one-half (1/2) day for all students. The students will attend in the morning.

## SECTION 3 OPTIONAL DAYS

The District shall provide six (6) optional workdays and as determined by the Washington State Legislature, state funded professional learning day(s) to be paid as a supplemental contract at the daily rate. Except for the two District-directed Optional Days, employees claiming optional days must submit the optional days Deemed Done Form (Appendix N) by or before July 10 of the current fiscal year with payment in the month submitted, if received by the tenth of the month.

- A. Two (2) state funded professional learning days to occur **immediately prior to the start of the school year**. Future dates for state funded professional learning day(s) shall be determined as part of the Board approved District calendar.
- B. District Directed Optional Days. Two (2) optional days shall occur **immediately prior to the start of the school year**. The date and activity of these optional days shall be determined by the District and posted on the District Calendar.

C. Building-Directed Optional Enrichment Days: Four optional workdays seven (7) hours each, prorated for less than FTE employees) shall be used as building-directed optional enrichment days. The building staff, employees and administrators at each school or program site, shall jointly determine a building list of the enrichment activities qualifying for use of this time under RCW 28A.150.276. The list of activities will include the following items:

- a. Collaboration.
- b. Curriculum redesign and alignment.
- c. Training for assessments.
- d. Before and after school tutoring.
- e. Curriculum/test programs to meet state assessment, requirements.
- f. Curriculum and lesson redesign or new curriculum such as math, reading and/or science.
- g. Professional development to meet state standards.
- h. Mentoring programs for teachers.
- i. Extended year teaching services with students.
- j. Extended day teaching services with students,
- k. **Safe Schools Training**

or any aspect of a building School Improvement Plan. The initial list of professional activities in each building will be provided to employees no later than three weeks after the start of school. The initial list may have additional activities, workshops, or collaborations added to it at anytime during the school year. Each teacher will be able to choose from any of the activities on the list that meet their curricular needs, to work their building directed hours. Building Directed days are not use it or lose it days. Employees cannot be required to attend specific activities.

The building-directed days may be used in increments of one half hour (1/2) or longer between August 1 and June 30. Each employee shall keep a log, a calendar, or a spreadsheet, for their own records, that identifies the date, number of hours, and activities worked. At the request of a state auditor through the District Payroll Department, the employee will provide a copy of these records to the state auditor for verification purposes.

<b>D.</b>	Optional Days:	<b>Life of CBA</b>
	State funded professional	<b>3 or TBA by WA Legislature</b>
	District Directed	2
	Building Directed	4
	Total	<b>9 or TBA by Above</b>

#### SECTION 4 PAYMENT PROVISIONS

- A. All regularly contracted, full school year employees shall be paid in twelve (12) monthly installments. Payroll warrants shall be automatically deposited to the employee's participating financial institution belonging to the Automated Clearing House Service used by the District to distribute employee earnings on the day of payroll. The District shall furnish each employee with an itemized statement of earnings and deductions specifying wage rate(s), hours worked and other compensation payable to him/her as well as, all deductions from gross wages for the pay period.
- B. All compensation owed to the employee who leaves the District during the year shall be paid, upon written request to the payroll office, within thirty (30) days after the final day of work or receipt of the written request, whichever is later.

- C. In the event of a mistake in payment resulting in underpayment, correction shall be made on or before the tenth (10<sup>th</sup>) of the next month. When an overpayment is made, the District shall deduct repayment over the remaining payroll periods at a minimum of One Hundred Dollars (\$100.00) per month. If overpayment is discovered after March 31<sup>st</sup>, the time period for full repayment shall be agreed to by the employee and Association, not to exceed twelve (12) months or upon termination of employment. In the event of a financial hardship, the employee can make arrangements through the Assistant Superintendent for Human Resources, for an alternative repayment plan.

## SECTION 5 COMPLIANCE

The District and YEA will pass (on) the maximum salary increase allowed and funded by the State Legislature (to all YEA employees).

In the event that the District's salary and compensation payments to certificated instructional employees exceed or fall below one hundred percent (100%) of the payments permitted by the legislature, the District and the Association will identify the reason(s) for being out of compliance, and work together mutually to adjust all affected areas of compensation in order to achieve compliance with state law.

## SECTION 6 PLACEMENT PROVISIONS

Salaries for employees subject to this Agreement during the term of the Agreement are contained in Appendix A. **6.5% IPD/COLA** will be added to the salary schedule for **2022-2023**.

**IPD/COLA plus 0.5% 2023-2024**

**IPD/COLA plus 0.5% 2024-2025**

**If the state legislature makes changes to the salary allocation model, the parties agree to meet.**

### A. Placement Provisions

1. A valid Washington State certificate shall be held by the employee. The employee shall provide proof of certification for the position for which he/she is hired for the contracted school year as required by state law.
2. The employee shall be paid in accordance with his/her placement on the salary schedule, as shown in the Appendices, and the terms of this Agreement, provided placement on the salary schedule is in compliance with the **WAC 392-121-264**
3. Educational (horizontal) credit on the salary schedule is determined by official college or university transcript of credits acceptable as noted in **WAC 392-121-264**. It is the responsibility of the employee to provide necessary transcripts for placement. All such transcripts shall become part of the employee's personnel file.
4. State approved in-service credits (clock hours) shall be counted as college credit for salary schedule purposes at the rate of ten (10) clock hours for each credit.
5. Experience (vertical) placement on the salary schedule shall be made by verification of certificated professional education employment. Original official records for experience outside

the Yakima School District shall be provided by the employee within 30 days of hire date and shall become a part of the employee's personnel file.

**a. Human Resources will inform new hires by September 15<sup>th</sup> whether the district has received verification of previous employment and clock hours.**

6. To qualify for movement on the salary schedule, original official college transcripts shall be provided to the Human Resources Department.
7. Credits and/or clock hours must meet criteria established by the Legislature and be approved by the District to be recognized for salary placement. For advancement on the salary schedule, all documentation must be submitted to the Human Resources Department.
8. Documentation for salary placement and/or advancement must be submitted to the Human Resources Department by August 15<sup>th</sup> for September payment. Documentation for salary placement and/or advancement must be submitted to the Human Resources Department by September 30<sup>th</sup> for October payment.
9. Employees hired after September 1<sup>st</sup> shall have forty-five (45) days from the date of hire to provide documentation salary placement.
10. Initially, employees shall be placed on the salary schedule for academic credits and years of experience based on documentation in the file that has been verified. Further movement on the salary schedule shall be granted upon receiving additional documentation within the above timelines. Failure to meet the above timeline will delay the movement of the employee on the salary schedule until the following school year (See 8 and 9 above).

**B. Experience Credit**

Beginning September 1, 1999, the employee shall be granted educational and professional experience in accordance with **WAC 392-121-264**.

1. Verification of employment described in the section shall be a completed and signed District Verification form from the previous employer(s). Any additional experience verification provided by the employee beyond the timelines (see 8 and 9 above) after initial placement shall be effective the following school year and shall not be retroactive.
2. Effective September 1, 1999, employees shall be granted casual substitute experience credit, according to **WAC 392-121-264**.

**C. Placement Exceptions**

1. Effective 1999-2000 any employee previously placed in a pre-Leap 1s grandfathered cell who generates academic credits to move to another pre-Leap 1s grandfathered cell within two years beginning January 1, 2000 and ending January 1, 2002 shall be placed at the grandfathered pre-Leap 1s cell of the new placement.  
Grandfathered employees who move after January 1, 2002 shall be placed according to the placement criteria of the salary schedule in effect at the time of movement. Effective September 1, 2018, these grandfathered employees will receive a supplemental payment of a set amount provided during the 2017-18 school year. All future payments will continue to be this set amount.

2. Employees holding a doctoral degree (Ph. D.) shall receive an educational stipend of \$1000 per year. Stipend shall be prorated if contract year is less than a full year.
3. Employees holding National Board for Professional Teaching Standards Certification shall receive an educational stipend of \$1,000 per year. Stipend shall be prorated if contract year is less than a full year. This stipend shall be in addition to any additional compensation from the state for NBPTS Certification.
4. Experience credit for new employees in a certificated educational support position and vocational/career and technical education position may be granted experience credit for related professional experience beyond what is recognized in **WAC 392-121-264** and shall be determined by the Assistant Superintendent for Human Resources or designee, with the concurrence of the Association.
5. For Trade and Industries and Specialties certificated employees, a non-vocational reassignment at the request of the District shall not cause an employee to suffer a loss of pay.
6. ESA (Educational Staff Associate) employees that hold an ESA position with the Yakima School District and hold National Certification in their Profession such as the Certificate of Clinical Competence, shall receive an educational stipend of \$1,000 per year. Stipend shall be prorated if contract year is less than a full year. This stipend shall be in addition to any compensation from the state for NBPTS Certification.
7. Recognizing the similarity in certification standards between the National Association of School Psychologists and the standards for NBPTS, the Yakima School District will provide the same stipend to school psychologists who are certified by their national organization, as it does its teachers who receive national board certification. This annual stipend is determined and paid, as defined in the NBPTS process per OSPI. This payment will continue only for so long as the State continues to provide/fund such stipends for NBPTS certification and only for so long as the State does not provide/fund a comparable stipend for School Psychologists.
8. In addition, the Yakima School District would provide the same opportunity for other members of YEA who do not have access to the NBPTS. For example, nurses currently do not have the opportunity for national board certification. The Yakima School District would look at their national organization's standards for certification, and if the District finds them comparable to the NBPTS, it will provide a stipend comparable to that provided for above for the school psychologists.
9. For salary purposes only (not seniority placement under Article V), school nurses and SLPs hired on or after June 1, 1999 and OTs hired on or after June 1, 2008, shall be granted one step in the salary schedule for each year of verified work experience after receipt of a degree and certification or license in their professional field at the discretion of the Assistant Superintendent of Human Resources or designee, with concurrence of the Association.

## SECTION 7 SUPPLEMENTAL CONTRACTS

- A. Each supplemental contract assignment shall be contracted individually between the employee and the District consistent with the terms and conditions of this Agreement. No supplemental contract shall

exceed a duration of one (1) year. No employee shall have tenure for any supplemental assignment. Grievance or arbitration procedures of this Agreement shall not apply to non-renewal of supplemental contracts.

- B. The District shall notify an employee in writing of the employee's supplemental assignment(s) for the next year, if known, by June 1. Upon request, an employee shall receive written notice of the reasons for the termination or non-renewal of the supplemental contract.
  - C. The District shall issue supplemental contracts for the next year as early as possible and shall endeavor to do so prior to the opening of the school year.
  - D. Supplemental assignments shall be subject to annual review and evaluation.
  - E. Supplemental contracts shall be issued as follows:
    - 1. For all extracurricular and coaching assignments requiring certification;
    - 2. For optional days as designated in this Agreement;
    - 3. For Department Chairpersons/Middle School Team Leader positions as designed in this Agreement;
    - 4. And for other District organized and requested curriculum and staff development activities after the workday, at the employee's per diem hourly rate as defined in this Agreement.
    - 5. For counselors, psychologists, and nurses, supplemental work days is described in Article X, Section 2. B. The supplemental contract of the counselors, psychologists, and nurses positions shall not be assigned to an employee who is not a counselor, psychologist or nurse. The total supplemental salary amount will be pro-rated over a twelve (12) month period. The supplemental contract shall have a duration consistent with Section 7. A. of this Article.
- 6. Intern/Student Teacher Mentors**
- I. Role of the YSD Candidate Mentor: Guide, Advisor, Collaborator, Observer, Reflective Partner, Evaluator, Facilitator of Learning, Teacher.**
  - II. Responsibilities: Planning and Preparation of Mentor Teacher**
    - a. Meet with candidate as early as possible after the placement has been arranged by the District.**
    - b. Review the curriculum to be covered with candidate.**
    - c. Provide access to YSD curriculum support materials including books, online access and/or any supplemental materials as determined by the District.**
    - d. Collaborate with candidate to develop a plan for the candidate to assume the teaching responsibilities/ student support role in the classroom or applicable setting.**



- e. **Provide access to the staff /student handbooks for administrative regulations, routines, and discipline procedures as well as classroom behavior expectations with the candidate.**

**III. Oversight of Candidate Performing the Role: The primary role of the candidate mentor is to provide their classes/students with the best curriculum and most expert service/support/teaching possible. To this end, the candidate mentor shall:**

- a. **Determine when the candidate should assume the major responsibility for teaching/ supporting students in the building and/or class(es).**
- b. **Expose the candidate to a variety of teaching/support materials and strategies.**
- c. **Assist the candidate with the development of effective classroom and/or behavior management.**
- d. **Provide work and storage space for the candidate.**
- e. **Observe the candidate teaching the class or working with students and provide oversight and feedback.**
- f. **Plan and review with the candidate weekly.**
- g. **Communicate to the candidate how they may contact the mentor teacher if out of the classroom/office anytime while class is in session or when providing support services.**
- h. **Arrange with colleagues the opportunity to observe other classrooms, instruction or services being performed.**
- i. **Encourage the candidate to become involved in the school through participation in school assemblies, faculty and department meetings, parent-teacher meetings, etc.**
  - a) **Inform the university field supervisor/the district's liaison and building principal if the candidate is not satisfactorily meeting the minimum expectations outlined herein or if the basic needs and interests of students are not being met, as soon as is practicable.**
  - b) **Know and understand the roles and expectations of the candidate, the university field supervisor, and the specific university program.**
  - c) **Participate in candidate observations with the district's liaison.**

**IV. Evaluation of Candidate's Internship Performance:**

- a. **Maintain full responsibility of the evaluation of the students while exposing the candidate to their future responsibilities.**
- b. **Meet with the university field supervisor to discuss the strengths and/or needs of the candidate per the individual university program's expectations.**
- c. **Encourage the candidate to engage in self-evaluation and reflection**
- d. **Participate verbally in evaluations of the candidate's performance in collaboration with the university field supervisor, and/or the principal, the district's liaison and candidate.**

**V. Compensation**

- a. Master Teachers, those who have a student teacher, shall be paid \$1,000 per college quarter or \$1,500 per college semester in consideration of their supervision of the student teacher.
  - b. School **counselors**, psychologists **or SLPs** who supervise school **counselors**, psychologist or SLP interns for an entire school year shall receive a payment of \$3,000 for the year, i.e., \$1,000 for each of three college quarters or \$1,500 for each of two college semesters. This does not apply to internship supervision performed for a third party contractor.
7. The rate of pay for District assigned hours of work for summer school, night school, and Special Education for classroom teacher preparation of Individual Educational Programs (IEP) which occurs outside of the instructional day, before and after school instructional programs, and other extended learning programs shall be the per diem hourly rate for the employee.
8. All employees shall receive an enrichment pay of 3% of their base salary in monthly increments. This responsibility stipend provides compensation for each employee's activities in fulfillment of responsibilities related to the District's program of professional learning beyond that funded by the state.

## SECTION 8 HOURLY WAGE

As used throughout this Agreement, "per diem," "per diem hourly" and an employee's "daily rate" shall be calculated on the basis of the employee's base annual salary divided by the number of days comprising the base contract work year (180 days). Per diem hourly shall be calculated by dividing the employee's per diem rate by the number of hours comprising the employee's contracted work day.

## SECTION 9 HIGH SCHOOL DEPARTMENT CHAIRPERSON/MIDDLE SCHOOL TEAM LEADER/ ELEMENTARY TEAM LEADER

### A. HIGH SCHOOL DEPARTMENT CHAIRPERSON

The staff and program factor units listed below are applied to the base employee salary as of the current school year.

#### 1. High School Department Chairperson Pay Schedule

The stipend for high school department chairpersons shall be determined by the following formula:

Staff factor stipend and program unit stipend = Total Stipend

#### 2. Staff Factor Stipend

Staff factor stipends are determined by the following formula:

Experience factor (first year equals .0115; second year equals .0125; third year equals .0135) times Department FTE (1<sup>st</sup> semester) times current year's base salary equals the staff factor stipend.

New department chairpersons shall begin at year one (.0115) on the schedule; second year department chairpersons shall begin at second year (.0125); third year shall begin at third year (.0135).

Five teaching sections (not including athletic director time or preparation time) within the department constitute 1 FTE.

3. Program Factor Units

Each senior high school principal, in cooperation with a representative group of department chairpersons, may assign up to sixty-eight (68) units of Fifty Dollars (\$50.00) to be used for additional departmental support based on consideration of equipment, supply, budget, and personnel responsibilities.

4. Counselor Department Chairperson Pay

Staff factor stipends are determined by the following formula: Experience factor times Department FTE (1<sup>st</sup> semester) times current year's base salary equals staff factor stipend.

5. Procedure for Selection and Replacement

Department chairpersons will be selected by the department members every year. The results of the selection shall be given to the building principal.

The Principal has the option of accepting or rejecting the selected employee. If the principal rejects the selected employee he or she must give written notification stating the reasons for rejection within five (5) school days to the named employee. The selected employee shall be given a supplemental contract as department chairperson.

B. MIDDLE SCHOOL CURRICULUM / DEPARTMENT TEAM LEADER

The staff and program factor units listed below are applied to the base employee salary as of the current school year.

1. Middle school curriculum Department Team Leader Pay Schedule:

The stipend for curriculum department team leaders shall be determined by the following formula:

Staff factor stipend and program unit stipend equals Total Stipend.

2. Staff Factor Stipend

Staff factor stipends are determined by the following formula:

.0135 times Department FTE times current year's base salary equals staff factor stipend.

Six teaching sections (not including advisory or preparation time) within the department constitute 1 FTE.

Program factor units:

Each Middle School shall have thirty-five (35) units of twenty-five dollars (\$25.00) to be divided among teams as decided at the building level.

3. Team leader stipends will be paid at the end of January and June.

C. MIDDLE SCHOOL INTERDISCIPLINARY TEAM LEADER

1. Each Middle School will receive \$850 plus \$2.00 per student (October 1 enrollment).
2. Funds generated from Curriculum/Department Team Leaders and Interdisciplinary Team Leaders may be combined and divided among team members who share job responsibilities developed at the building site.
3. Procedure for Selection and Replacement: Curriculum/Department Team Leaders/Interdisciplinary Team Leaders shall be selected by the team members in cooperation with the building principal every year.
4. If for any reason the principal is unable to accept the recommendation, he/she must give written notification stating the reasons for this within five (5) school days to the named employee. The selected employee shall be given a supplemental contract as Curriculum/Department Team Leader or Interdisciplinary Team leader.
5. Team leader stipends will be paid at the end of January and June.

D. ELEMENTARY SCHOOL TEAM LEADER

Elementary schools which utilize team leaders shall have a fund of money for compensation of team leaders. The amount of the fund shall be \$500 plus \$2.00 per F.T.E. enrollment, but not less than \$1500.

Each elementary team shall determine roles, develop job descriptions of team leader positions, and identify who is to receive pay. The elementary principal shall notify the District when team leader positions are in place. Funding shall be prorated, dependent upon the date of implementation of team leader positions. Team leader stipends will be paid at the end of January and June.

Elementary specialist groups who perform as a team and whose activities are not associated with a specific building team may be eligible to receive team leader compensation.

The team shall work with the program administrator to determine roles and develop job descriptions of team leader positions. The program administrator shall notify the District when the specialist team has identified the team leader(s). Team leader pay shall be \$250 per position. Team leader stipends will be paid at the end of January and June.

Each approved ASB activity assignment shall have a \$250 stipend. Each class advisor shall receive a \$250 stipend (See Appendix O).

SECTION 10 VOLUNTARY PAYROLL DEDUCTION

- A. The following deductions shall be made only if authorized by the employee:
-

1. U. S. Savings Bonds
2. United Way
3. Any Financial Institution
4. Tax Sheltered Annuities
5. Four Charitable Organizations as determined by the Association (See Appendix K)

B. The Association and the District shall mutually agree upon the following plans. Deductions for these shall be made only if authorized by the employee.

1. Approved medical plans
2. Approved insurance plans
3. Approved tax sheltered annuity plans

## SECTION 11 HEALTH INSURANCE BENEFITS

A. For the duration of this Negotiated Agreement, the District will pass through the entire amount allocated by the State of Washington for insurance benefits to all YEA employees.

All future changes/adjustments to the amount designated by SEBB, the District shall continue with the pass through of the amount allocated by the State of Washington for insurance benefits to all YEA employees.

B. The SEBB insurance plan year will run January 1 to December 31 as specified by SEBB. 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 31<sup>st</sup> or the date the employee separates from the District, at the employee's discretion.

C. All employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All hours worked during the school year as a school district employee, regardless of bargaining unit, shall count for purposes of establishing eligibility. Paid leave hours shall count towards hours worked. Employees on approved unpaid leave (and have an expected continuation of employment) will be considered in an employment status for the provisions of this section and benefits will continue if they met or are anticipated to meet the 630 hour requirement during the school year.

D. VEBA Contributions:

1. Commencing September 1, 2020 and annually thereafter, in lieu of the insurance pool contribution monies of **\$1,400,000**, the District shall equally divide these monies by the number of employees who are employed as of September 10 **of the current school year**. The District shall also contribute an additional one hundred thirty five dollars (\$135.00) to each employee's VEBA account to supplement the HCA contribution cost increase to employees due to implementation of the SEBB. These monies shall be equally distributed to employee VEBA

accounts on or before October 31 **of the current school year**. Any employee hired on or after September 11 of the current school year is ineligible for these employee VEBA contributions until the following school year.

2. The District and Association agree to offer sick leave cash out payments into the VEBA for employees eligible for annual sick leave cash out, employees who accumulate 180 days or more of sick leave, or employees who are separating from employment. If an employee's accrued sick leave balance exceeds one hundred eighty (180) days, any days in excess of one hundred eighty (180) days may be cashed out at the 4:1 ratio and deposited in the employee's VEBA account, or paid to the employee, at the employee's discretion.

## SECTION 12 TRAVEL AND MEAL REIMBURSEMENT

- A. Travel and expenses attendant to travel shall be reimbursed by the District only when approved by the Board for out-of-state travel or when approved for in-state travel by the Superintendent or designee. Except for contiguous areas, out-of-state travel requests shall be submitted prior to a regular Board meeting or the travel/payment may be denied. In-state travel requests shall be submitted and approved prior to the planned travel departure time or the travel/payment may be denied.
- B. Approved travel shall be reimbursed at the actual cost of economy class tickets. When a private automobile is used, the prevailing Washington State mileage rate per mile (round trip, AAA miles) shall be paid. When more than one (1) person is traveling to the same location, joint travel shall be required.
- C. Registration costs and meals, excluding membership dues, shall be reimbursed by the school district.
- D. The District reserves the right to monitor all claims which appear excessive. Alcoholic beverages shall not be acceptable for expense claims.
- E. For clarification purposes of the out-of-state travel requirement involving an overnight stay, contiguous areas shall be specifically defined as any community located within fifteen (15) miles from the border of Washington State. Any other travel to out-of-state communities shall require prior approval from the Board.
- F. Travel money shall be allocated to each building on the basis of faculty size. Additional monies may be added to a building travel budget under unusual circumstances.
- H. Disbursement of building allocations shall be made at the building level subject to principal approval. The process of disbursement shall be an employee-administration effort whenever possible.

## SECTION 13 EMPLOYEE IN CHARGE

Only current principal interns or employees who have successfully completed a principal internship will be requested to be placed in charge during the temporary absence of the building administrator. Such services by the principal intern will be without additional pay. If the principal intern is required to stay beyond the contracted day, compensation will be paid at the per diem rate. When a YEA member is used as an employee in charge, a substitute will be provided whenever possible. By or before November 15, 2009 the district will develop and distribute district protocol governing administrator absences from their building(s) during the

school day. The district will use good faith efforts to ensure compliance with this protocol by building administrators.

#### SECTION 14 FIRST AID

The District shall provide training to meet all first aid requirements of employees and coaches.

#### SECTION 15 BUILDING BUDGET COMMITTEE

- A. Employees in each school building and/or each program shall have access to the building and/or program's monthly budget printout for the purpose of sharing fiscal information for their areas of instruction.
- B. There shall be established in each school building and/or program, a building committee consisting of the building principal and/or program director and representative employees of the building and/or program.
- C. Elementary music and physical education specialists shall be included in the building budget process in each building served.
- D. The final responsibility for the building and/or program budget rests with the principal and/or program director.

#### SECTION 16 CLOCK HOUR/INSERVICE CREDITS

As of June 1, 1988, the District shall accept all clock hour and in-service credits that meet State Board of Educational approval standards for clock hour and in-service credits. Ten (10) clock hours of in-service shall be equal to one (1) quarter of university credit and shall be counted as equivalent for advancement on the salary schedule. The District shall only be obligated to provide clock hour/in-service credit that meets State Board of Education approval standards.

WAC 392-121-262 Definition - Additional criteria for all credits/clock hours. Credits/clock hours after September 1, 1995, must satisfy the following criteria in addition to those found in WAC 392-121-255, 392-121-257, and 392-121-259 in accordance with Appendix J:

- 1. At the time credits are recognized by the school district the content of the course must meet at least one of the following:
  - (a) It is consistent with a school-based plan for mastery of student learning goals as referenced in RCW 28A.320.205, the annual school performance report, for the school in which the individual is assigned;
  - (b) It pertains to the individual's current assignment or expected assignment for the following school year;
  - (c) It is necessary for obtaining endorsement as prescribed by the state board of education;
  - (d) It is specifically required for obtaining advanced levels of certification; or
  - (e) It is included in a college or university degree program that pertains to the individual's current assignment or potential future assignment as a certified instructional staff of the school district, where the potential of the future assignment is agreed upon by the school district and the individual.



## SECTION 17 RELEASE FROM CONTRACT

An employee shall be released from the obligations of the employee's contract upon request under the following conditions:

1. A letter of resignation must be submitted to the Superintendent's office.
2. If the letter of resignation is submitted prior to July 10<sup>th</sup>, the employee will be released from the employee's contract.
3. If the letter of resignation is submitted July 10<sup>th</sup> or after, a release from contract will be granted provided a satisfactory replacement can be obtained.
4. A release from contract shall be granted in cases of illness. Employees will be released from their contract for other personal matters provided the District can employ a replacement.

## **ARTICLE XI - GRIEVANCE PROCEDURES**

### SECTION 1 PURPOSE

The purpose of this grievance procedure is to provide a means for the orderly and the expeditious adjustment of a grievance by an employee or groups of employees.

### SECTION 2 INFORMAL COMMUNICATIONS

Every effort shall be made to settle problems at the lowest level through informal communication between the employee(s) and the immediate supervisor.

### SECTION 3 DEFINITIONS

- A. "Grievant" shall mean an employee or group of employees or the Association filing a grievance on behalf of an employee or the Association. A grievance in which two (2) or more employees have an identical complaint shall be processed as a single action. The Association shall have the right to be present and, if the employee elects, may represent the employee at any point in the procedure.
- B. A "Grievance" shall mean a written claim that there has been a misinterpretation or misapplication of the terms of this Agreement (See form, Appendix C).
- C. Non-renewal of contract, non-renewal of provisional employees, discharge, suspension without pay, matters directly related to program reduction as outlined in Article VII, shall be excluded from the grievance and arbitration procedure. The hearing officer shall be selected as described in RCW 28A.405.310.
- D. Every reasonable effort shall be exerted in attempting to resolve grievances before the close of a school term or as soon as possible thereafter.
- E. The Association, on its own, can continue and submit to arbitration any grievances filed and later dropped by a grievant.

#### SECTION 4 PROCEDURES AND STEPS

- A. A grievance must be filed within twenty (20) days of the occurrence of the event on which the grievance is based, or within twenty (20) days of the date the grievant knew or should have known of the event. The time lines and procedures herein shall be strictly followed unless waived in writing by the parties. Failure of the grievant to follow the time lines shall mean the grievance is waived and forever lost. Failure by the District to follow the time lines shall mean the grievance shall advance to the next step in the grievance procedure.
- B. Grievances relating to interpretation and/or application of this Agreement when filed in the name of the Association may be initiated at Step 2 as provided hereinafter.

STEP ONE - IMMEDIATE SUPERVISOR: The grievant(s) submits a written grievance to the immediate supervisor. The supervisor shall schedule a formal meeting within five (5) school days after the receipt of the request and shall render a written decision to the grievant(s) within five (5) school days after the formal meeting. A copy of the grievance review request shall be sent to the grievant, Superintendent and to the Association president. A copy of the written decision shall be sent to the Superintendent and to the Association president.

STEP TWO - APPEAL TO SUPERINTENDENT: If the grievant(s) is not satisfied with the decision of the immediate supervisor at Step, the grievant(s) may refer the grievance to the Superintendent within five (5) school days after the receipt of the decision prescribed herein, with a copy to the grievant's immediate supervisor.

The Superintendent shall meet with the grievant(s) within five (5) school days after the grievance has been referred to him/her. Both the Superintendent and the grievant(s) may have other persons present at the meeting who might contribute to an acceptable adjustment of the grievance. The Superintendent shall render a written decision concerning the grievance and any other adjustment within five (5) school days after the grievance has been referred to him/her. Copies of the decision by the Superintendent shall be sent to the grievant(s), the grievant's immediate supervisor, and to the Association president. The Superintendent's office shall retain a copy.

STEP THREE - BINDING ARBITRATION: If the grievance is a claim that the terms of this Agreement between the District and the Association have been misinterpreted or misapplied, and the Association is not satisfied with the decision of the Superintendent at Step Two, the Association may request final and binding arbitration by filing a written notice in the effect with the Superintendent's office within one calendar year after the earlier of the date the Superintendent's written response was received or was due.

The parties agree to select an arbitrator, whose decision shall be final and binding. The selection of the arbitrator will be accomplished as follows. The Superintendent or Association president will request a list of five (5) arbitrators from the American Arbitration Association (AAA) members. Beginning with the District, each party will cross one name off the list until only one name remains. The arbitrator named will then serve to arbitrate the grievance. In the event the arbitrator is unable to serve, another list shall be obtained and the process repeated until an arbitrator is selected. Nothing herein shall prohibit the parties from mutually agreeing to a neutral arbitrator.

The arbitrator shall make a decision in writing not more than thirty (30) days following the day the case is presented to him/her.

During the arbitration under this Step, neither the District nor the Association will be permitted to assert any grounds not previously disclosed to the other party at Step Three. Each party shall bear the full costs for its side of the arbitration including any attorney's fees and will pay one-half (1/2) of the costs for the arbitrator and any administration fee for arbitration.

#### SECTION 5 NO REPRISALS

No reprisal shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.

#### SECTION 6 POWERS OF ARBITRATOR

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his/her inquiry to specific provision of this Agreement as cited in the grievance. The arbitrator shall make no awards nor substitute his knowledge or judgment for the expressed provision of the agreement under question. The arbitrator shall rule exclusively as to the application or interpretation of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding upon both parties. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law. The arbitrator shall have no power or authority to make any award of punitive damages.

#### SECTION 7 RELEASED TIME

Grievances will ordinarily be processed during the regular workday and released time shall be provided for all participants in the investigating and processing of grievances including the grievant(s), Association representatives, and witnesses without loss of pay or benefits.

#### SECTION 8 DISTRICT/ASSOCIATION COOPERATION

The parties will cooperate in the investigation of any grievance. This includes each party providing information relevant to the grievance upon written request of the other party.

#### SECTION 9 GRIEVANCE FORMS

The form for filing grievances is attached to this Agreement as Appendix C.

## ARTICLE XII - DURATION

### SECTION 1 LENGTH OF AGREEMENT

This Agreement shall be effective as of **September 1, 2022** and continued in effect until the thirty-first (31st) day of **August 2025**. This agreement may be reopened upon the agreement of the Association and the District at any time.

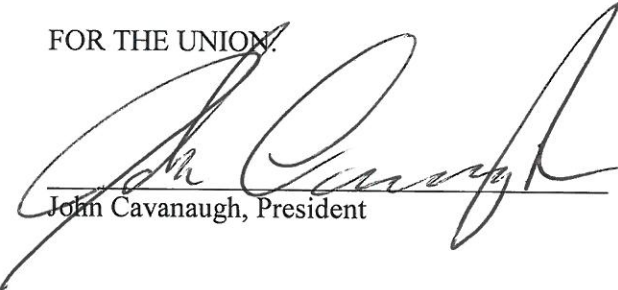
If, pursuant to such negotiations, agreement on a successor agreement is not reached prior to the expiration date, this Agreement shall automatically extend until a successor agreement is reached or notice of termination of the Agreement is given by either party.

### SECTION 2 CONTINUANCE

All items of this Agreement which shall not have been deleted, added to or modified in the course of negotiating a successor agreement shall automatically be included without change in that successor agreement.

DATED this 17<sup>th</sup> day of January, 2023

FOR THE UNION:

  
John Cavanaugh, President

FOR THE DISTRICT:

  
Dr. Trevor Greene, Board Secretary/Superintendent

  
Norm Walker, Board President

## APPENDICES

A	Salary Schedule
B	Evaluation/Observation Forms
C	Grievance Form
D	Request for Reconsideration of Instructional Material Form
E	Building New Student Questionnaire
F	Student Referral Form
G	Harassment Procedures
H	Elementary Team Planning Log
I	Verification of Experience Forms
J	Guidelines for Placement
K	Request for Payroll Deduction to Charitable Organizations
L	Indoor Air Quality Report Form
M	Long-Term Substitutes
N	Deemed Done Form
O	ASB Approved Activities
P	Vehicle Damage Form
Q	Teacher Support Plan for the (WAAS Portfolio) Alternative State Assessment(s)
R	Special Education Overload Calculation Forms
S	Check the Clock



## 2022-23 YEA SALARY SCHEDULE

Effective September 1, 2022

STEP	BA	BA+15	BA+30	BA+45	BA+90	MA 0 / BA+135	MA+45	MA+90/ PhD	
0	48,407	50,490	52,661	54,925	57,287	59,750	62,320	65,000	Base Annual Salary
1	49,811	51,954	54,188	56,518	58,948	61,484	64,127	66,883	Base Annual Salary
2	51,256	53,460	55,760	58,156	60,658	63,265	65,986	68,823	Base Annual Salary
3	52,743	55,012	57,376	59,843	62,416	65,101	67,900	70,819	Base Annual Salary
4	54,272	56,606	59,039	61,578	64,225	66,986	69,867	72,873	Base Annual Salary
5	55,846	58,248	60,753	63,365	66,090	68,932	71,897	74,988	Base Annual Salary
6	57,465	59,937	62,514	65,202	68,006	70,931	73,980	77,161	Base Annual Salary
7	59,133	61,675	64,327	67,093	69,978	72,987	76,126	79,399	Base Annual Salary
8	60,847	63,463	66,194	69,040	72,009	75,105	78,334	81,703	Base Annual Salary
9		65,305	68,113	71,042	74,097	77,284	80,607	84,072	Base Annual Salary
10			70,088	73,103	76,247	79,525	82,944	86,512	Base Annual Salary
11				75,223	78,459	81,832	85,350	89,020	Base Annual Salary
12				77,405	80,733	84,204	87,826	91,603	Base Annual Salary
13					83,075	86,647	90,374	94,259	Base Annual Salary
14					85,484	89,160	92,994	96,993	Base Annual Salary
15					87,964	91,744	95,690	99,804	Base Annual Salary
16					90,513	94,405	98,465	102,698	Base Annual Salary

**TGEM Teacher - Comprehensive****TGEM Observation**

Evaluator: \_\_\_\_\_

**Criterion 1: Centering instruction on high expectations for student achievement.***Criterion 1 Cross Reference Guide: Danielson - 2b, 3a & 3c.*

N/A

**1.1 (2b) Establishing a Culture for Learning**

N/A

**1.2 (3a) Communicating with Students**

N/A

**1.3 (3c) Engaging Students in Learning**

N/A

**Criterion 2: Demonstrating effective teaching practices.***Criterion 2 Cross Reference Guide: Danielson 3b, 4a*

N/A

**2.1 (3b) Using Questioning and Discussion Techniques**

N/A

**2.2 (4a) Reflecting on Teaching**

N/A

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

N/A

**3.1 (1b) Demonstrating Knowledge of Students**

N/A

**3.2 (3e) Demonstrating Flexibility and Responsiveness**

N/A

**SG 3.1: Establish Student Growth Goal(s) (STUDENT GROWTH)**

N/A



**SG 3.2: Achievement of Student Growth Goal(s)** (STUDENT GROWTH)

Appendix B

N/A

**Criterion 4: Providing clear and intentional focus on subject matter content and curriculum .***Criterion 4 Cross Reference Guide: Danielson 1a, 1c, 1d, 1e*

N/A

**4.1 (1a) Demonstrating Knowledge of Content and Pedagogy**

N/A

**4.2 (1c) Setting Instructional Outcomes**

N/A

**4.3 (1d) Demonstrating Knowledge of Resources**

N/A

**4.4 (1e) Designing Coherent Instruction**

N/A

**Criterion 5: Fostering and managing a safe, positive learning environment***Criterion 5 Cross Reference Guide: Danielson 2a, 2c, 2d, 2e*

N/A

**5.1 (2a) Creating an Environment of Respect and Rapport**

N/A

**5.2 (2c) Managing Classroom Procedures**

N/A

**5.3 (2d) Managing Student Behavior**

N/A

**5.4 (2e) Organizing Physical Space**

N/A

**Criterion 6: Using multiple student data elements to modify instruction and improve student learning***Criterion 6 Cross Reference Guide: Danielson 1f, 3d, 4b, SG 6.1, SG 6.2*

N/A

**6.1 (1f) Designing Student Assessments**

N/A

Appendix B

**6.2 (3d) Using Assessment in Instruction**

N/A

**6.3 (4b) Maintaining Accurate Records**

N/A

**SG 6.1: Establish Student Growth Goal(s) (STUDENT GROWTH)**

N/A

**SG 6.2: Achievement of Student Growth Goal(s) (STUDENT GROWTH)**

N/A

**Criterion 7: Communicating and collaborating with parents and the school community.***Criterion 7 Cross Reference Guide: Danielson 4c*

N/A

**7.1 (4c) Communicating with Families**

N/A

**Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning .***Criterion 8 Cross Reference Guide: Danielson 4d, 4e, 4f, SG 8.1*

N/A

**8.1 (4d) Participating in a Professional Community**

N/A

**8.2 (4e) Growing and Developing Professionally**

N/A

**8.3 (4f) Showing Professionalism**

N/A

**SG 8.1: Establish Team Student Growth Goal(s) (STUDENT GROWTH)**

N/A

Appendix B

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

Employee: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix B

## Annual Summary -

**Educator:** \_\_\_\_\_ **Level/Year:** TGEM Teacher -  
**Comprehensive • Comprehensive**  
**Primary Evaluator:** \_\_\_\_\_

TGEM  
ObservationTGEM  
ObservationTGEM  
ObservationTGEM  
Observation

Final

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

1.1 (2b) Establishing a Culture for Learning

1.2 (3a) Communicating with Students

1.3 (3c) Engaging Students in Learning

Criterion 2: Demonstrating effective teaching practices.

2.1 (3b) Using Questioning and Discussion Techniques

2.2 (4a) Reflecting on Teaching

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

3.1 (1b) Demonstrating Knowledge of Students

3.2 (3e) Demonstrating Flexibility and Responsiveness

SG 3.1: Establish Student Growth Goal(s)

SG 3.2: Achievement of Student Growth Goal(s)

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

4.1 (1a) Demonstrating Knowledge of Content and Pedagogy

## Appendix B

4.2 (1c) Setting Instructional Outcomes



4.3 (1d) Demonstrating Knowledge of Resources



4.4 (1e) Designing Coherent Instruction



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



5.1 (2a) Creating an Environment of Respect and Rapport



5.2 (2c) Managing Classroom Procedures



5.3 (2d) Managing Student Behavior



5.4 (2e) Organizing Physical Space



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



6.1 (1f) Designing Student Assessments



6.2 (3d) Using Assessment in Instruction



6.3 (4b) Maintaining Accurate Records



 SG 6.1: Establish Student Growth Goal(s)



 SG 6.2: Achievement of Student Growth Goal(s)



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



7.1 (4c) Communicating with Families



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



8.1 (4d) Participating in a Professional



## Community

8.2 (4e) Growing and Developing Professionally ✓

8.3 (4f) Showing Professionalism ✓

SG 8.1: Establish Team Student Growth Goal(s) ✓

Add Notes...

Preliminary Summative Rating

Student Growth Impact

Final Summative Rating

Require Student Growth Inquiry No

Require Plan of Improvement No

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

Employee: \_\_\_\_\_

Date: \_\_\_\_\_

**YANIMA PUBLIC SCHOOLS**

## Appendix B

School/Office \_\_\_\_\_

Evaluator \_\_\_\_\_

Type of Activity Observed \_\_\_\_\_

<p><b>Evaluation Criteria &amp; Indicators:</b> The indicators listed below shall serve as the basis for the evaluator and the teacher to determine the extent to which the criteria are being met.</p>	<p><b>Observation Record:</b> What happened in reference to applicable indicators or Standards of Performance as demonstrated by observation, interview, or evidence presented by the teacher or evaluator.</p>
<p>The pupil personnel specialist shall:</p> <ol style="list-style-type: none"> <li><b>1. KNOWLEDGE IN SPECIAL FIELD</b> <ol style="list-style-type: none"> <li>1.1 Possess and be able to provide theoretical reasons for the use of various procedures in his/her assignment(s).</li> <li>1.2 Evidence understanding of human growth, development, and behavior.</li> </ol> </li> <li><b>2. SPECIALIZED SKILLS</b> <ol style="list-style-type: none"> <li>2.1 Design and offer appropriate programs to clients.</li> <li>2.2 Gather, synthesize, and integrate data concerning clients.</li> <li>2.3 Assist clients and others involved with clients to interpret, understand, and assimilate appropriate data.</li> <li>2.4 Make appropriate referrals.</li> <li>2.5 Understand specialized role and function within its confines.</li> </ol> </li> <li><b>3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT</b> <ol style="list-style-type: none"> <li>3.1 Recommend materials, resources, and treatment appropriate to clients' needs.</li> <li>3.2 Understand limitations and restrictions of devices, equipment, materials, and procedures.</li> <li>3.3 Provide an environment of privacy and protection for clients and families.</li> </ol> </li> <li><b>4. PROFESSIONALISM</b> <ol style="list-style-type: none"> <li>4.1 Demonstrate professional growth.</li> <li>4.2 Participate in professional activities.</li> <li>4.3 Perform responsibilities of assignment objectively.</li> <li>4.4 Follow district policies.</li> <li>4.5 Evidence awareness of personal and professional strengths and/or limitations.</li> </ol> </li> <li><b>5. COMMUNITY AND DISTRICT COMMUNICATION AND COOPERATION</b> <ol style="list-style-type: none"> <li>5.1 Consult with other pupil personnel specialist, district personnel, parents, and/or guardians concerning the development, coordination, and/or extension of services to clients.</li> <li>5.2 Interpret needs of clients to parents, and/or guardians, staff and community in group or individual setting.</li> </ol> </li> </ol>	
<p><b>Standards of Performance:</b></p> <p>Additional goals if identified by the specialist and evaluator in areas of desired change or growth.</p> <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> </ol>	<p>_____ Signature of Specialist</p> <p>_____ Signature of Evaluator</p> <p>_____ Date of Observation</p>





**YAKIMA PUBLIC  
SCHOOLS**  
YAKIMA SCHOOL DISTRICT NUMBER 7

## Employee Evaluation Summary

☐ Administrator

☐ Teacher

☐ Library Media Services

☐ Support Services

\_\_\_\_\_  
Name

\_\_\_\_\_  
Building/Dept.

**1. Statements of criteria, indicators, and goals in which strength was demonstrated:**

**2. Statements of criteria, indicators, and goals in which growth is desirable:**

**3. Statements of suggested improvement:**

**4. Comments:**

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Signature of Employee

*The signature of the employee does not necessarily  
imply agreement with the contents of this evaluation  
report.*

\_\_\_\_\_  
Observer (if any)

\_\_\_\_\_  
Date of Evaluation



**CERTIFICATED EMPLOYEE  
SHORT FORM EVALUATION  
SUPPORT STAFF**

Name\_\_\_\_\_

Building\_\_\_\_\_ Evaluator\_\_\_\_\_

Dates of Observation \_\_\_\_\_

Dates of Evaluation \_\_\_\_\_

Circle a choice for each criteria: 1 = Meets District Criteria      2 = Does not meet District criteria

- |    |  |   |   |
|----|--|---|---|
| 1. | Knowledge and scholarship in specialized.....                              | 1 | 2 |
| 2. | Specialized skills.....  | 1 | 2 |
| 3. | Management of special and technical environment...                         | 1 | 2 |
| 4. | The support person as a professional.....                                  | 1 | 2 |
| 5. | Involvement in assisting pupils, parents and educational<br>Personnel..... | 1 | 2 |

Comments:

Evaluator's Signature\_\_\_\_\_ Date\_\_\_\_\_

Employee's Signature\_\_\_\_\_ Date\_\_\_\_\_

Note: Employee's signature indicates only that he/she has read and has received a copy of this evaluation, not necessarily that he/she agrees with the content. Employee comments may be attached.

## Appendix B

School \_\_\_\_\_

Evaluator \_\_\_\_\_

Type of Class/Activity Observed \_\_\_\_\_

PINK - To Evaluator



# **CERTIFICATED EMPLOYEE SHORT FORM EVALUATION**

**Library Media Specialist**

Name \_\_\_\_\_

Building \_\_\_\_\_ Evaluator \_\_\_\_\_

Dates of Observation \_\_\_\_\_

Dates of Evaluation \_\_\_\_\_

	Meets District Criteria	Does Not Meet District Criteria
1. Knowledge in Special Field.....	<input type="checkbox"/>	<input type="checkbox"/>
2. Specialized Skills.....	<input type="checkbox"/>	<input type="checkbox"/>
3. Instructional Skills.....	<input type="checkbox"/>	<input type="checkbox"/>
4. Management of the Library Media Center.....	<input type="checkbox"/>	<input type="checkbox"/>
5. Professional Growth and Activity.....	<input type="checkbox"/>	<input type="checkbox"/>
6. Communications/Cooperation.....	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Note: Employee's signature indicates only that he/she has read and has received a copy of this evaluation, not necessarily that he/she agrees with the content. Employee comments may be attached.

# *Yakima Education Association*

4406 WEST NOB HILL BLVD. • YAKIMA, WASHINGTON 98908 • (509) 966-6603 • FAX 966-0173

## **Yakima Education Association Member Rights Committee Grievance Report**

**Date of Formal Presentation**

**Member/Group Name :**

**School /Building :**

**Immediate Supervisors:**

**Subject of Violation:**

**Statement of Grievance:**

**Articles Violated:**

Other articles may apply

**Action Requested:**

No reprisal shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure

---

**John Cavanaugh  
YEA President**

**Date**

**Request for Reconsideration of Instructional Material***(This form must be completed in its entirety; use additional sheets if needed.)*

Author \_\_\_\_\_

Title of Material \_\_\_\_\_

Publisher \_\_\_\_\_ Date of Publication \_\_\_\_\_

Request Initiated by \_\_\_\_\_ Telephone \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State/ZIP \_\_\_\_\_

Complainant attests that she/he is a resident of the Yakima School District and/or a parent/guardian of a student attending the Yakima Schools: ☐ Yes ☐ No

Complainant represents:

A. Him/Herself \_\_\_\_\_

B. Organization \_\_\_\_\_

C. Other Group \_\_\_\_\_

The complainant is required by school operational procedure 2311 to have met with district staff (the responsible principal/program director and, perhaps, other staff) to discuss these concerns prior to filing this request. Have you done so? ☐ Yes ☐ No

With whom: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

\* The term "book" used throughout refers also to nonprint and/or other instructional materials.

In its place or as an alternative, what books(s) of equal literary merit would you recommend?

6. The superintendent requests that the person(s) submitting the Request for Reconsideration shall have completely read the entire book, thereby strengthening the request. I attest that I have read the entire book:

\_\_\_\_\_  
Signature

If not, I read the following parts:

\_\_\_\_\_  
Signature of Complainant

\_\_\_\_\_  
Address for Reply

The complainant is required to testify at a meeting of the Instructional Materials Review Committee.

The complainant was notified by \_\_\_\_\_ on \_\_\_\_\_ of the scheduled meeting.

That meeting took place on: date \_\_\_\_\_ ; time \_\_\_\_\_.

Did the complainant appear? ☐ Yes ☐ No

\_\_\_\_\_  
Superintendent

\* The term "book" used throughout refers also to nonprint and/or other instructional materials.





## YAKIMA PUBLIC SCHOOLS

 CENTRAL REGISTRATION  
 104 N. 4TH AVE., YAKIMA, WA 98902

## NEW STUDENT QUESTIONNAIRE

3131.3X

The RCW section 28A.225.330 establishes the authority for each school district to include the following questions for new students enrolling. Yakima School District has established student and staff safety and quality student performance as priorities. We ask that you answer the following questions so that we can provide the best possible educational experience to all of our students.

Student's Name \_\_\_\_\_ Other I.D. \_\_\_\_\_ Alpha Name Key \_\_\_\_\_

Previous school and location \_\_\_\_\_

Check any school infractions which resulted in you receiving disciplinary action at school and check any out of school infractions resulting in arrest and/or court action	Consequences were handled by the school		Consequences resulted in law enforcement action (police or sheriff)		Note: Current or outstanding disciplinary actions from the previous district will be honored; progressive discipline will be followed for resident and non-resident students (policy 3131). If you answered yes to any infraction, please give a brief explanation below.
	YES	NO	YES	NO	
Truancy/Excessive Absence or Tardies					
Suspension or Expulsion from School					
Disruptive Behavior/Insubordination					
Fighting/Intimidation/Assault					
Drugs or Alcohol (use or possession)					
Firearms/Weapons/Knives (use or possession)					
Theft/Destruction of Property/Arson					
Gang Affiliation/Gang Activity					
Sex Offense					
Harassment/Stalking/Kidnapping					
Other (please list)					

Do you have any unpaid fees or fines from your previous schools? Yes ☐ No ☐ If yes, the amount owed is \$ \_\_\_\_\_  
 Briefly describe the unpaid fees or fines: \_\_\_\_\_

YES	NO	
		Please answer the following questions by checking yes or no, and giving explanation when asked.
		1. Has there been a recent event (death, divorce, illness) which might affect your child at this time? If yes, explain: _____
		2. Is your child currently under suspension or expulsion from another school district? If yes, explain: _____
		3. Do you celebrate birthdays or holidays in your home?
		4. Is there any additional information that would be helpful for the school to know? If yes, explain: _____
		5. What is the best time for the school to reach you at home? _____ Work? _____
		6. What is your child's favorite subject? _____ Why? _____
		7. List school activities in which your child participates: _____
		8. Parent/Teacher Conferences are scheduled regularly. Please indicate the time of day that works best for you to attend a parent conference: _____

Thank you for your time in completing this questionnaire. Enrollment may be terminated if it is found that the information provided is incomplete or was materially misrepresented. The school enrolling your child will be requesting the school your child previously attended to send your child's permanent record including records of disciplinary action; history of violent behavior or behavior listed in RCW 13.044.155; attendance; immunization records; and academic performance.

You are encouraged to keep in close contact with your child's teacher in order to address your questions and concerns. The Yakima School District values a home-school partnership in educating your child.

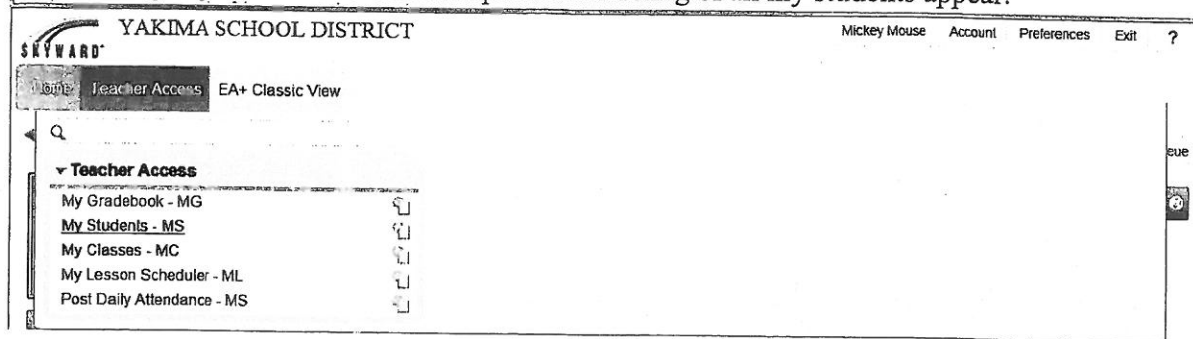
Student's Signature: \_\_\_\_\_ Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

INFORMATION ON THIS FORM WILL BE CONFIRMED WITH YOUR PREVIOUS SCHOOL(S)

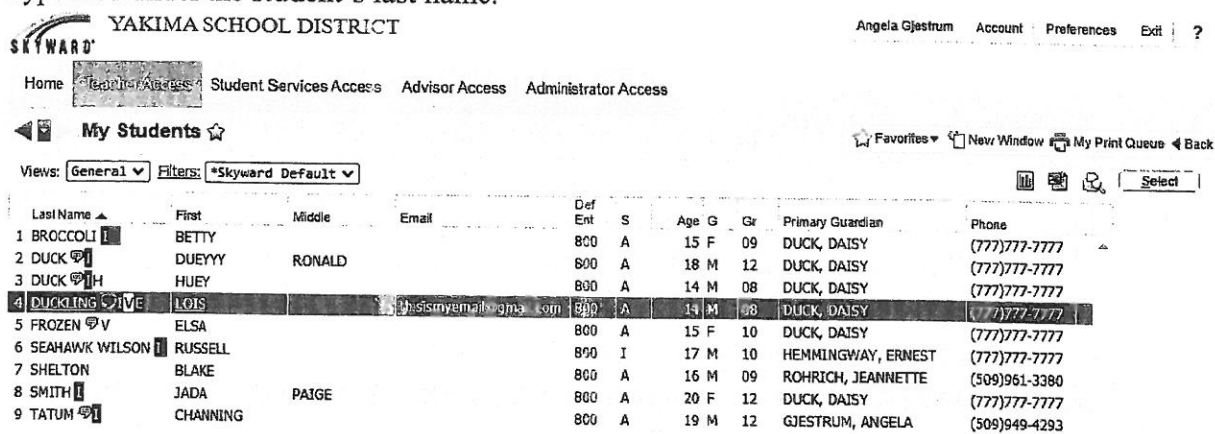
\*The Yakima School District encourages workforce diversity and complies with all state and federal laws prohibiting unlawful discrimination.\*

## Entering a Discipline Referral in EA+ (Office Referral)

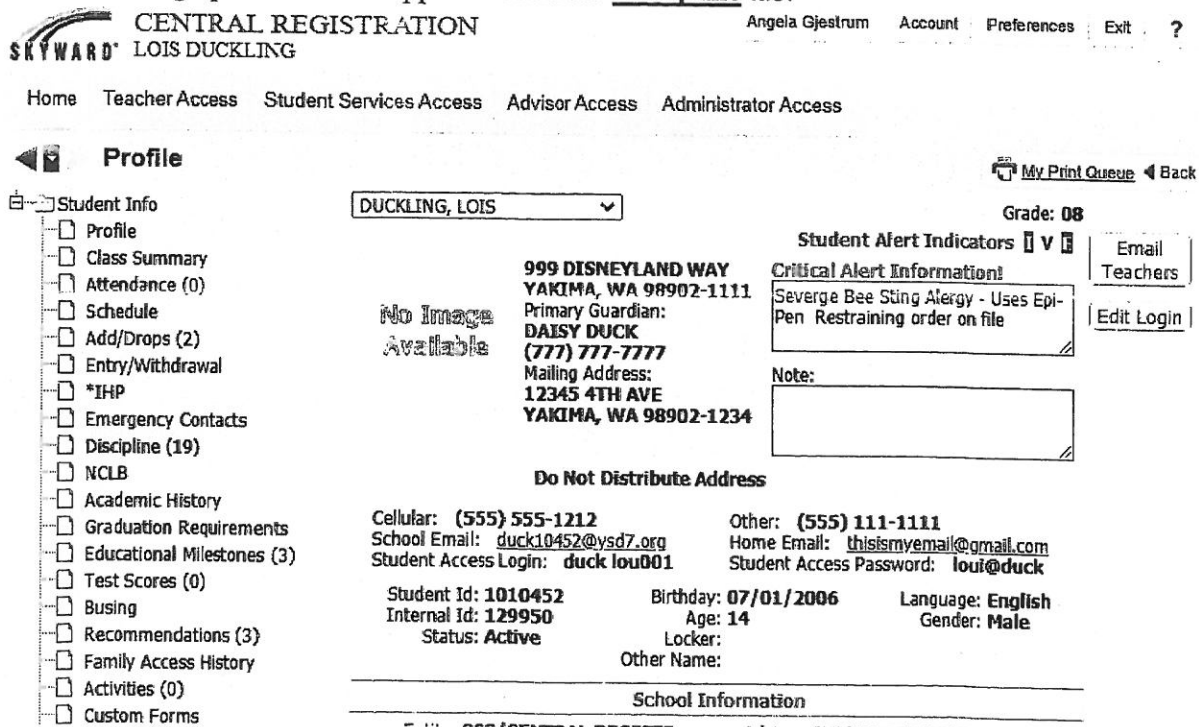
A discipline referral can either be entered by selecting My Students or My Classes. In this example, I am selecting My Students so that an alphabetical listing of all my students appear.



An alphabetical list of students will appear. Highlight intended student and click Select or click on the hyperlink under the student's last name.



Student demographic data will appear. Click the Discipline tab.



This screen will display any referrals written for this student. Click **ADD** to enter a new referral.

**CENTRAL REGISTRATION**  
SKYWARD® LOIS DUCKLING

Angela Gjestrum Account Preferences Exit ?

Home Teacher Access Student Services Access Advisor Access Administrator Access

## Discipline Info

Student Info: ☐ Profile ☐ Class Summary ☐ Attendance (0) ☐ Schedule ☐ Add/Drops (2) ☐ Entry/Withdrawal ☐ \*TUN

DUCKLING, LOIS Grade: 08

View Notes | Show All Offenses

Offense	Location	Officer	Parent Notified
08/06/20 BULLYING	GYM	ANGELA GJESTRUM Referred by: ANGELA GJESTRUM 08/06/20	No

Total Referrals: 1

My Print Queue Back

Add Add New Ref

Details...

Your school should appear in the **School** pull down menu.

Select the Discipline Officer under the **Officer**. (This is an administrator.)

Select the appropriate **Offense** code of for the situation. (I selected DSB-Disrespectful Behavior.)

Pull down to select the **Location** of the incident.

Leave box unchecked for Classroom Referral (That box indicates that it was resolved by the classroom teacher and needs no further administrative action.)

Enter **Date and Time** of incident as well as check the box for **Parent Notified** if notification occurred.

Type any appropriate **Comments** and click **SAVE** to store the referral.

**CENTRAL REGISTRATION**  
SKYWARD® LOIS DUCKLING

Angela Gjestrum Account Preferences Exit ?

Home Teacher Access Student Services Access Advisor Access Administrator Access

## New Discipline Referral

My Print Queue

LOIS DUCKLING

Grade: 08

School: CENTRAL REGISTRATION

Officer: GJESTRUM, ANGELA

Offense: DSB - DISRESPECTFUL BEHAVIOR

Location: MUSIC ROOM

Bus:

☐ Classroom Referral

Date of Offense: Aug 28 2020 Fri, Aug 28 2020

Time of Offense: 12 : 22 PM

☒ Parent Notified

Comment: Lois continues to be disrespectful by shouting out in the class. I have spoken with Lois several times and also contacted the parent to share my concerns. Please speak with the student and assist with additional interventions.

Save Back Attach (0)

Entered: 09/14/20 at 12:22 PM

**\*\*Be very cautious about what comments you put on the discipline referral. Please do not use ALL CAPS in the comment area as people interpret this as shouting. Do not indicate another student's name in comments as this area will display on Family Access.\*\***

A screen will appear for the teacher to select whether this referral is a classroom referral. By selecting No, the teacher is requesting that administration follow up with this "office" referral. Click **NO**.

**Classroom Referral**

**Is this a Classroom Referral?**

**Yes** - By selecting Yes, you are indicating that this classroom referral has been taken care of within the classroom and requires no further action by an administrator.

**No** - By selecting No, you are indicating that this classroom referral requires further action by an administrator.

| Yes |
| No |

Student now displays with a discipline referral. To review information, click on the hyperlink for the offense code entered. Once administration enters a consequence (Action), it will also be displayed here.

**CENTRAL REGISTRATION**

LOIS DUCKLING

Angela Gjestrum Account Preferences Exit ?

Home Teacher Access Student Services Access Advisor Access Administrator Access

**Discipline Info**

Student Info

- ☐ Profile
- ☐ Class Summary
- ☐ Attendance (0)
- ☐ Schedule
- ☐ Add/Drops (2)
- ☐ Enroll/Withdrawal
- ☐ IEP
- ☐ Emergency Contacts
- ☐ Discipline (20)
- ☐ NCLB
- ☐ Academic History
- ☐ Graduation Requirements
- ☐ Educational Milestones (3)
- ☐ Test Scores (0)
- ☐ Busing
- ☐ Recommendations (3)
- ☐ Family Access History
- ☐ Activities (0)
- ☐ Custom Forms
- ☒ Family Access Display
  - ☐ Home
  - ☐ Calendar
  - ☐ Gradebook
- ☒ Student Access Display
  - ☐ Home

DUCKLING, LOIS Grade: 08 Add

[View Notes](#) | [Show All Offenses](#)

Offense	Location	Officer	Parent Notified
08/28/20 DISRESPECTFUL BEHAVIOR	MUSIC ROOM	ANGELA GJESTRUM <small>Referred by: ANGELA GJESTRUM 09/14/20</small>	Yes <span style="float: right;"><a href="#">Details...</a></span>

Skyward Educator Access Plus - Google Chrome

www2.saas.wa-k12.net/scripts/cgiip.exe/WService=wyakimas71/sepdls07.w

**Discipline Referral Details** [My Print Queue](#) [Back](#) ?

**LOIS DUCKLING** Grade: 08

Offense: **DSB - DISRESPECTFUL BEHAVIOR**

Parent Notified: **Yes**

Date: **08/28/2020**

Time: **12:22 PM**

Location: **MUSIC ROOM**

School: **CENTRAL REGISTRATION**

Officer: **ANGELA R GJESTRUM**

Comment: **Lois continues to be disrespectful by shouting out in the class. I have spoken with Lois several times and also contacted the parent to share my concerns. Please speak with the student and assist with additional interventions.**

Entry Date: **09/14/2020**  
Entry Time: **12:31 PM**



## Yakima School District Referral Form

**\*\*\* THIS FORM IS FOR NON-ROSTERED STUDENTS ONLY\*\*\***

<b>STUDENT NAME</b> (Please Print)		(DOB)
School:	Student ID:	
Address	Phone Number	
Date:	Period:	Teacher:
<b>Referral Written by:</b>	<b>Grade</b> (Please Circle) K 1 2 3 4 5 6 7 8 9 10 11 12	
Location of incident:		
Narrative of Incident:		
<b>PLEASE RETURN COMPLETED FORM TO BUILDING ADMINISTRATOR</b>		
<b>*** THIS FORM IS FOR NON-ROSTERED STUDENTS ONLY***</b>		

## **Sexual Harassment of District Staff Prohibited**

The Yakima School District is committed to a positive and productive working environment free from discrimination, including sexual harassment. This commitment extends to all employees and other persons involved in academic, educational, extracurricular, athletic, and other programs or activities of the school, whether that program or activity is in a school facility, on school transportation or at a class or school training held elsewhere.

### **Definitions**

For purposes of this operational procedure, sexual harassment means unwelcome conduct or communication of a sexual nature. Sexual harassment can occur student to adult, adult to adult or can be carried out by a group of students or adults and will be investigated by the District even if the alleged harasser is not a part of the school staff or student body. The district prohibits sexual harassment of district employees by other students, employees or third parties involved in school district activities.

Under federal and state law, the term “sexual harassment” may include:

- acts of sexual violence;
- unwelcome sexual or gender-directed conduct or communication that interferes with an individual’s employment performance or creates an intimidating, hostile, or offensive environment;
- unwelcome sexual advances;
- unwelcome requests for sexual favors;
- sexual demands when submission is a stated or implied obtaining work opportunity or other benefit;
- sexual demands where submission or rejection is a factor in a work or other school-related decision affecting an individual.

A "hostile environment" for an employee is created where the unwanted conduct is sufficiently severe or pervasive to create a work environment that a reasonable person would consider intimidation, hostile, or abusive.

### **Investigation and Response**

If the district knows, or reasonably should know, that sexual harassment has created a hostile environment, the district will promptly investigate to determine what occurred and will take appropriate steps to resolve the situation. If an investigation reveals that sexual harassment has created a hostile environment, the district will take prompt and effective steps reasonably calculated to end sexual harassment, eliminate the hostile environment, prevent its occurrence and, as appropriate, remedy its effects. The district will take prompt, equitable and remedial action within its authority every time a report, complaint and grievance alleging sexual harassment comes to the attention of the district, either formally or informally.

Allegations of criminal misconduct will be reported to law enforcement and suspected child abuse will be reported to law enforcement or Child Protective Services. Regardless of whether the misconduct is reported to law enforcement, school staff will promptly investigate to determine what occurred and take appropriate steps to resolve the situation, to the extent that such investigation does not interfere with an

ongoing criminal investigation. A criminal investigation does not relieve the district of its independent obligation to investigate and resolve sexual harassment.

Engaging in sexual harassment will result in appropriate discipline or other appropriate sanctions against offending staff or third parties involved in school district activities. Anyone else who engages in sexual harassment on school property or at school activities will have their access to school property and activities restricted, as appropriate.

### **Retaliation and False Allegations**

Retaliation against any person who makes or is a witness in a sexual harassment complaint is prohibited and will result in appropriate discipline. The district will take appropriate actions to protect involved persons from retaliation.

It is a violation of this operational procedure to knowingly report false allegations of sexual harassment. Persons found to knowingly report or corroborate false allegations will be subject to appropriate discipline.

### **Staff Responsibilities**

The superintendent will develop and implement formal and informal procedures for receiving, investigating and resolving complaints or reports of sexual harassment. The procedures will include reasonable and prompt time lines and delineate staff responsibilities under this operational procedure.

Any school employee who witnesses sexual harassment or receives a report, informal complaint, or written complaint about sexual harassment is responsible for informing the district Title IX or Civil Rights Compliance Coordinator. All staff are also responsible for directing complainants to the formal complaint process.

A formal complaint filed by or on behalf of a student complainant against an employee respondent will be investigated under the definitions, requirements, and procedures of Operational Procedure 3216.

Reports of discrimination and discriminatory harassment will be referred to the district's Title IX/Civil Rights Compliance Coordinator. Reports of disability discrimination or harassment will be referred to the district's Section 504 Coordinator.

### **Notice and Training**

The superintendent will develop procedures to provide information and education to district staff, parents and volunteers regarding this operational procedure and the recognition and prevention of sexual harassment. At a minimum sexual harassment recognition and prevention and the elements of this operational procedure will be included in staff, student and regular volunteer orientation. This operational procedure, which includes the complaint process, will be posted in each district building in a place available to all staff, parents, volunteers and visitors. Information about the operational procedure will be clearly stated and conspicuously posted throughout each school building, provided to each employee and reproduced in each staff, volunteer and parent handbook. Such notices will identify the District's Title IX coordinator and provide contact information, including the coordinator's email address.

## **Policy Review**

The superintendent or designee will make an annual report to the board reviewing the use and efficacy of this operational procedure. Recommendations for changes to this operational procedure, if applicable, will be included in the report. The superintendent is encouraged to involve staff, volunteers and parents in the review process.

## **Procedure**

This operational procedure is intended to set forth the requirements of Operational Procedure 5013, including the process for a prompt, thorough, and equitable investigation of allegations of sexual harassment and the need to take appropriate steps to resolve such situations. If sexual harassment is found to have created a hostile environment, staff must take immediate action to eliminate the harassment, prevent its reoccurrence, and address its effects.

This procedure applies to sexual harassment (including sexual violence) targeted at district employees carried out by other students, employees or third parties involved in school district activities. The district has jurisdiction over these complaints pursuant to Title IX of the Education Amendments of 1972, Chapter 28A.640, RCW and Chapter 392-190 WAC.

A formal complaint filed by or on behalf of a student complainant against an employee respondent will be investigated under the definitions, requirements, and procedures of Operational Procedure 3216.

## **Notice**

Information about the district's prohibition of sexual harassment will be easily understandable and conspicuously posted throughout each school building, provided to each employee and reproduced in each staff, volunteer and parent handbook. In addition, the district will provide annual notice to employees that complaints pursuant to this procedure may be filed at 104 North 4<sup>th</sup> Avenue, Yakima, WA 98902.

## **Staff Responsibilities**

In the event of an alleged sexual assault, the school principal will immediately inform: 1) the Title IX/Civil Rights Compliance Coordinator so that the district can appropriately respond to the incident consistent with its own grievance procedures; and 2) law enforcement. The principal will notify the targeted district staff person of their right to file a criminal complaint and a sexual harassment complaint simultaneously.

## **Confidentiality**

If a complainant requests that his or her name not be revealed to the alleged perpetrator or asks that the district not investigate or seek action against the alleged perpetrator, the request will be forwarded to the Civil Rights Compliance Coordinator for adults for evaluation. The Civil Rights Compliance Coordinator for adults should inform the complainant that honoring the request may limit its ability to respond fully to the incident, including pursuing disciplinary action against the alleged perpetrator.



If the complainant still requests that his or her name not be disclosed to the alleged perpetrator or that the district not investigate or seek action against the alleged perpetrator, the district will need to determine whether or not it can honor such a request while still providing a safe and nondiscriminatory environment for all students, staff and other third parties engaging in district activities, including the person who reported the sexual harassment. Although a complainant's request to have his or her name withheld may limit the district's ability to respond fully to an individual allegation of sexual harassment, the district will use other appropriate means available to address the sexual harassment.

## **Retaliation**

Title IX prohibits retaliation against any individual who files a complaint under these laws or participates in a complaint investigation. When an informal or formal complaint of sexual harassment is made, the district will take steps to stop further harassment and prevent any retaliation against the person who made the complaint, was the subject of the harassment, or against those who provided information as a witness. The district will investigate all allegations of retaliation and take actions against those found to have retaliated.

## **Informal Complaint Process**

Anyone may use informal procedures to report and resolve complaints of sexual harassment. Informal reports may be made to any staff member. Staff will always notify complainants of their right to file a formal complaint and the process for same. Staff will also direct potential complainants to: Robert Noe, Civil Rights Compliance Coordinator for Title IX/ADA, 104 North 4<sup>th</sup> Avenue, Yakima WA 98902, (509) 573-7039, noe.robert@ysd7.org. Additionally, staff will also inform an appropriate supervisor or professional staff member when they receive complaints of sexual harassment, especially when the complaint is beyond their training to resolve or alleges serious misconduct.

During the course of the informal complaint process, the district will take prompt and effective steps reasonably calculated to end any harassment and to correct any discriminatory effects on the complainant. If an investigation is needed to determine what occurred, the district will take interim measures to protect the complainant before the final outcome of the district's investigation (e.g., allowing the complainant to change academic or extracurricular activities or break times to avoid contact with the alleged perpetrator).

Informal remedies may include:

- An opportunity for the complainant to explain to the alleged harasser that his or her conduct is unwelcome, offensive or inappropriate, either in writing or face-to-face;
- A statement from a staff member to the alleged harasser that the alleged conduct is not appropriate and could lead to discipline if proven or repeated;
- A general public statement from an administrator in a building reviewing the district sexual harassment policy without identifying the complainant;
- Developing a safety plan;
- Separating staff person; or
- Providing staff and/or student training

Informal complaints may become formal complaints at the request of the complainant, parent/guardian, or because the district believes the complaint needs to be more thoroughly investigated. The district will inform the complainant how to report any subsequent problems. Additionally, the district will conduct

follow-up inquiries to see if there have been any new incidents or instances of retaliation, and to promptly respond and appropriately address continuing or new problems. Follow-up inquiries will follow a timeline agreed to by the district and complainant.

## **Formal Complaint Process**

### **Level One – Complaint to District**

Anyone may initiate a formal complaint of sexual harassment, even if the informal complaint process is being utilized. At any level in the formal complaint process, the district will take interim measures to protect the complainant before the final outcome of the district's investigation. The following process will be followed:

### **Filing of Complaint**

- All formal complaints will be in writing and will set forth the specific acts, conditions or circumstances alleged to have occurred and to constitute sexual harassment. The Title IX Coordinator may draft the complaint based on the report of the complainant for the complainant to review and approve. The superintendent or Title IX Coordinator may also conclude that the district needs to conduct an investigation based on information in his or her possession, regardless of the complainant's interest in filing a formal complaint.
- The time period for filing a complaint is one year from the date of the occurrence that is the subject matter of the complaint. However, a complaint filing deadline may not be imposed if the complainant was prevented from filing due to:
  - 1) Specific misrepresentations by the district that it had resolved the problem forming the basis of the complaint; or
  - 2) Withholding of information that the district was required to provide under WAC 392-190-065 or WAC 392-190-005.
- Complaints may be submitted by mail, fax, e-mail or hand-delivery to the district Title IX Coordinator for adults: Dr. Robert Darling, Deputy Superintendent, 104 N. 4th Ave., Yakima, WA 98902, (509) 573-7003, [darling.robert@ysd7.org](mailto:darling.robert@ysd7.org). Any district employee who receives a complaint that meets these criteria will promptly notify the Coordinator.

### **Investigation and Response**

- The Title IX Coordinator will receive and investigate all formal, written complaints of sexual harassment or information in the coordinator's possession that they believe requires further investigation. The Coordinator will delegate his or her authority to participate in this process if such action is necessary to avoid any potential conflicts of interest. Upon receipt of a complaint, the Coordinator will provide the complainant a copy of this procedure.
- Investigations will be carried out in a manner that is adequate in scope, reliable and impartial. During the investigation process, the complainant and accused party or parties, if the complainant has identified an accused harasser(s), will have an equal opportunity to present witnesses and relevant evidence. Complainants and witnesses may have a trusted adult with them during any district-initiated investigatory activities. The school district and complainant may also agree to resolve the complaint in lieu of an investigation.
- When the investigation is completed, the Coordinator will compile a full written report of the complaint and the results of the investigation.

## **Superintendent Response**

- The superintendent will respond in writing to the complainant and the alleged perpetrator within thirty (30) calendar days of receipt of the complaint, unless otherwise agreed to by the complainant or if exceptional circumstances related to the complaint require an extension of the time limit. In the event an extension is needed, the district will notify the complainant in writing of the reason for the extension and the anticipated response date. At the time the district responds to the complainant, the district must send a copy of the response to the office of the superintendent of public instruction.
- The response of the superintendent or designee will include:
  - 1) a summary of the results of the investigation;
  - 2) a statement as to whether a preponderance of the evidence establishes that the complainant was sexually harassed ;
  - 3) if sexual harassment is found to have occurred, the corrective measures the district deems necessary, including assurance that the district will take steps to prevent recurrence and remedy its effects on the complainant and others, if appropriate;
  - 4) notice of the complainant's right to appeal to the school board and the necessary filing information; and
  - 5) any corrective measures the district will take, remedies for the complainant (e.g., sources of counseling, advocacy and other support), and notice of potential sanctions for the perpetrator(s) (e.g., discipline).
- The superintendent's or designee's response will be provided in a language the complainant can understand and may require language assistance for complainants with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964. If the complaint alleges discriminatory harassment by a named party or parties, the coordinator will provide the accused party or parties with notice of the outcome of the investigation and notice of their right to appeal any discipline or corrective action imposed by the district.
- Any corrective measures deemed necessary will be instituted as quickly as possible, but in no event more than thirty (30) days after the superintendent's mailing of a written response, unless the accused is appealing the imposition of discipline and the district is barred by due process considerations or a lawful order from imposing the discipline until the appeal process is concluded. Staff may also pursue complaints through the appropriate collective bargaining agreement process or anti-discrimination operational procedure.
- The district will inform the complainant how to report any subsequent problems. Additionally, the district will conduct follow-up inquiries to see if there have been any new incidents or instances of retaliation, and to promptly respond and appropriately address continuing or new problems. Follow-up inquiries will follow a timeline agreed to by the district and complainant.

## **Level Two - Appeal to Board of Directors**

### **Notice of Appeal and Hearing**

- If a complainant disagrees with the superintendent's or designee's written decision, the complainant may appeal the decision to the district board of directors , by filing a written notice of appeal with the secretary of the board within ten (10) calendar days following the date upon which the complainant received the response.
- The board will schedule a hearing to commence by the twentieth (20th) calendar day following the filing of the written notice of appeal, unless otherwise agreed to by the complainant and the superintendent or for good cause.

- Both parties will be allowed to present such witnesses and testimony as the board deems relevant and material.

## **Decision**

- Unless otherwise agreed to by the complainant, the board will render a written decision within thirty (30) calendar days following the filing of the notice of appeal and provide the complainant with a copy of the decision.
- The decision will be provided in a language that the complainant can understand which may require language assistance for complainants with limited English proficiency in accordance with Title VI of the Civil Rights Act.
- The decision will include notice of the complainant's right to appeal to the Superintendent of Public Instruction and will identify where and to whom the appeal must be filed. The district will send a copy of the appeal decision to the office of the Superintendent of Public Instruction.

## **Level Three - Complaint to the Superintendent of Public Instruction**

### **Filing of Complaint**

- If a complainant disagrees with the decision of the board of directors, or if the district fails to comply with this procedure, the complainant may file a complaint with the Superintendent of Public Instruction.
- A complaint must be received by the Superintendent of Public Instruction on or before the twentieth (20) calendar day following the date upon which the complainant received written notice of the board of directors' decision, unless the Superintendent of Public Instruction grants an extension for good cause. Complaints may be submitted by mail, fax, electronic mail, or hand delivery.
- A complaint must be in writing and include:
  - 1) A description of the specific acts, conditions or circumstances alleged to violate applicable anti-sexual harassment laws;
  - 2) The name and contact information, including address, of the complainant;
  - 3) The name and address of the district subject to the complaint;
  - 4) A copy of the district's complaint and appeal decision, if any; and
  - 5) A proposed resolution of the complaint or relief requested. If the allegations regard a specific student, the complaint must also include the name and address of the student, or in the case of a homeless child or youth, contact information.

### **Investigation, Determination and Corrective Action**

- Upon receipt of a complaint, the Office of the Superintendent of Public Instruction may initiate an investigation, which may include conducting an independent on-site review. OSPI may also investigate additional issues related to the complaint that were not included in the initial complaint or appeal to the superintendent or board.
- Following the investigation, OSPI will make an independent determination as to whether the district has failed to comply with RCW 28A.642.010 or Chapter 392-190, WAC and will issue a written decision to the complainant and the district that addresses each allegation in the complaint and any other noncompliance issues it has identified. The written decision will include corrective actions deemed necessary to correct noncompliance and documentation the district must provide to demonstrate that corrective action has been completed.

- All corrective actions must be completed within the timelines established by OSPI in the written decision unless OSPI grants an extension. If timely compliance is not achieved, OSPI may take action including but not limited to referring the district to appropriate state or federal agencies empowered to order compliance.

A complaint may be resolved at any time when, before the completion of the investigation, the district voluntarily agrees to resolve the complaint. OSPI may provide technical assistance and dispute resolution methods to resolve a complaint.

### **Level Four - Administrative Hearing**

A complainant or school district that desires to appeal the written decision of the Office of the Superintendent of Public Instruction may file a written notice of appeal with OSPI within thirty (30) calendar days following the date of receipt of that office's written decision. OSPI will conduct a formal administrative hearing in conformance with the Administrative Procedures Act, Chapter 34.05, RCW.

### **Other Complaint Options**

*Office for Civil Rights (OCR), U.S. Department of Education*

OCR enforces several federal civil rights laws, which prohibit discrimination in public schools on the basis of race, color, national origin, sex, disability, and age. File complaints with OCR within 180 calendar days of the date of the alleged discrimination.

206-607-1600 | TDD: 1-800-877-8339 | OCR.Seattle@ed.gov | www.ed.gov/ocr

*Washington State Human Rights Commission (WSHRC)*

WSHRC enforces the Washington Law Against Discrimination (RCW 49.60), which prohibits discrimination in employment and in places of public accommodation, including schools. File complaints with WSHRC within six months of the date of the alleged discrimination.

1-800-233-3247 | TTY: 1-800-300-7525 | www.hum.wa.gov

### **Mediation**

At any time during the complaint procedure set forth in WAC 392-190-065 through 392-190-075, a district may, at its own expense, offer mediation. The complainant and the district may agree to extend the complaint process deadlines in order to pursue mediation.

The purpose of mediation is to provide both the complainant and the district an opportunity to resolve disputes and reach a mutually acceptable agreement through the use of an impartial mediator. Mediation must be voluntary and requires the mutual agreement of both parties. It may be terminated by either party at any time during the mediation process. It may not be used to deny or delay a complainant's right to utilize the complaint procedures.

Mediation must be conducted by a qualified and impartial mediator who may not:

- 1) Be an employee of any school district, public charter school, or other public or private agency that is providing education related services to a student who is the subject of the complaint being mediated; or
- 2) Have a personal or professional conflict of interest. A mediator is not considered an employee of the district or charter school or other public or private agency solely because he or she serves as a mediator.

If the parties reach agreement through mediation, they may execute a legally binding agreement that sets forth the resolution and states that all discussions that occurred during the course of mediation will remain confidential and may not be used as evidence in any subsequent complaint, due process hearing or civil proceeding. The agreement must be signed by the complainant and a district representative who has authority to bind the district.

### **Training and Orientation**

A fixed component of all district orientation sessions for staff, students and regular volunteers will introduce the elements of this operational procedure. Staff will be provided information on recognizing and preventing sexual harassment. Staff will be fully informed of the formal and informal complaint processes and their roles and responsibilities under this operational procedure.

Certificated staff will be reminded of their legal responsibility to report suspected child abuse, and how that responsibility may be implicated by some allegations of sexual harassment. Regular volunteers will get the portions of this component of orientation relevant to their rights and responsibilities.

Students will be provided with age-appropriate information on the recognition and prevention of sexual harassment and their rights and responsibilities under this and other district policies and rules at student orientation sessions and on other appropriate occasions, which may include parents.

As part of the information on the recognition and prevention of sexual harassment staff, volunteers, students and parents will be informed that sexual harassment may include, but is not limited to:

- Demands for sexual favors in exchange for preferential treatment or something of value;
- Stating or implying that a person will lose something if he or she does not submit to a sexual request;
- Penalizing a person for refusing to submit to a sexual advance, or providing a benefit to someone who does;
- Making unwelcome, offensive or inappropriate sexually suggestive remarks, comments, gestures, or jokes; or remarks of a sexual nature about a person's appearance, gender or conduct;
- Using derogatory sexual terms for a person;
- Standing too close, inappropriately touching, cornering or stalking a person; or
- Displaying offensive or inappropriate sexual illustrations on school property.

### **Review**

Annually, the superintendent or designee will convene an ad hoc committee composed of representatives of certificated and classified staff, volunteers, students and parents to review the use and efficacy of this operational procedure. The Title IX/Civil Rights Compliance Coordinator will be included in the committee. Based on the review of the committee, the superintendent will prepare a report to the board including, if necessary, any recommended policy changes. The superintendent will consider adopting

changes to this operational procedure if recommended by the committee.

Cross References:

cf: 2161 - Education of Students with Disabilities Under Section 504 of the Rehabilitation Act of 1973)

cf: 3201 - Student Rules, Regulations and Conduct: Teacher and Staff Rights and Responsibilities

cf: 3210 – Discrimination of Students Prohibited

cf: 3211 – Gender Inclusive Schools

cf: 3215 - Prohibition of Harassment, Intimidation, and Bullying of Students Prohibited

cf: 3441 - Child Abuse, Neglect and Exploitation Prevention

cf: 5010 – Discrimination of District Staff Prohibited

Legal References:

RCW 28A.640.020	Regulations, guidelines to eliminate discrimination — Scope—Sexual Harassment policies
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WAC 392-190-058	Sexual harassment
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20 U.S.C. §§ 1681-1688

Adoption Date:

950630

020820

100823

130904

150629

160314

190405

220325 (OSPI Update)

**221212**



**Yakima**  
SCHOOL DISTRICT

104 N. FOURTH AVENUE  
YAKIMA, WASHINGTON 98902-2636  
(509) 573-7000  
Website: [www.YSD7.org](http://www.YSD7.org)

### STAFF COMPLAINT FORM

1. Name of Complainant(s): \_\_\_\_\_
2. Address: \_\_\_\_\_ Phone: \_\_\_\_\_
3. School: \_\_\_\_\_
4. Principal and/or Teacher: \_\_\_\_\_
5. State the specific nature of your complaint and other relevant facts and circumstances.  
(Explain in narrative form and furnish sufficient background so as to identify the person(s), action(s) and/or omission(s) that led to the allegation. Attach additional pages as necessary.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Has this situation been discussed with individual(s) or supervisors involved? ☐ Yes ☐ No  
If yes, to whom have you spoken? Names and dates: \_\_\_\_\_  
\_\_\_\_\_  
Results of your discussion(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Resolution or remediation you would like to occur: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**As a district employee(s):**

I (we) understand I (we) have the right to have a support person present at all times during the processing of this complaint. I (we) understand that the district may request additional information about this complaint and, if such information is available, I (we) shall provide it upon request.

**As a volunteer(s):**

I (we) understand I (we) have the right to have a support person present at all times during the processing of this complaint.

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

**For Human Resources Use Only**

Date received: \_\_\_\_\_ Received by: \_\_\_\_\_ Date investigation was completed: \_\_\_\_\_

**Strengthening Community through Education**

The Yakima School District is an Equal Opportunity Employer and complies with the requirements of the ADA.





## ELEMENTARY TEAM PLANNING FORM 2022-2023

- Full time elementary employees eligible for 9 hours of teaming time
- Pro-rated for less than full time
- Hours must be worked and claimed prior to June 8, 2023 (increment of one hour or longer)
- Submit one claim form upon completion of total hours

Name (please print): \_\_\_\_\_

Location: \_\_\_\_\_

Please list TEAM MEMBERS NAMES below: (An employee may be a part of more than one team.)


**TEAM PLAN:** Activities anticipated for the year (check all that apply).

☐ Develop curriculum
 ☐ Assess student programs
 ☐ Prepare instructional strategies  
☐ Plan for team parent-teacher conferences
 ☐ Other (describe) \_\_\_\_\_

DATE TEAM MET	DESCRIPTION OF ACTIVITY	NO. OF HOURS

TOTAL HOURS \_\_\_\_\_

**EMPLOYEE CERTIFICATION:**

I hereby certify under penalty of perjury that this is a true and just claim for services rendered in accordance with the stipulated YEA Negotiated Agreement on file for optional work hours/days.

**EMPLOYEE:** Submit this form to your administrator by the 9<sup>th</sup> of the month to be paid at the end of that month.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

**ADMINISTRATOR APPROVAL FOR PAYMENT:**

**ADMINISTRATOR:** Submit this form to Human Resources by the 10<sup>th</sup> of the month for payment at the end of that month.

Principal/Director Signature \_\_\_\_\_ Date \_\_\_\_\_

**FOR USE BY CENTRAL SERVICES ONLY:**

Assistant Superintendent for Human Resources/Designee Signature \_\_\_\_\_

Date \_\_\_\_\_



**Yakima**  
SCHOOL DISTRICT

104 N. FOURTH AVENUE  
YAKIMA, WASHINGTON 98902-2636  
(509) 573-7000  
Website: [www.YSD7.org](http://www.YSD7.org)

## VERIFICATION OF EMPLOYMENT

### For an Education Professional

***Please complete the front page and distribute to previous employer(s). It is the professional's responsibility to distribute forms to ALL previously certificated positions for experience.***

<b>TO:</b>	<b>Prior Employer Human Resources</b>
	Agency
	Mailing Address
	City/State/Zip
	Phone

<b>FROM:</b>	<b>Human Resources Department</b>
	Yakima Public Schools
	104 N 4th Ave
	Yakima, WA 98902
	509-573-7051 Fax: 509-573-7190

The individual listed below is employed by Yakima Public Schools and indicates they had previous PAID professional education employment with your agency. To help establish a correct service record, please complete the information on the reverse side of this form. The return of this original form to Yakima Public Schools is time sensitive, and your assistance is appreciated.

### Employee Release

\_\_\_\_\_  
First, Middle and Last Name of Employee

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Full Name when Previously Employed (if different)

\_\_\_\_\_  
Position(s) Held

\_\_\_\_\_  
Location(s) (Schools/Departments)

\_\_\_\_\_  
Approximate Dates of Employment

\_\_\_\_\_  
Approximate Dates of any Unpaid Leave of Absence Periods

***Please check ONE:***

- ☐ I authorize you to release all information requested in this verification of employment to Yakima Public Schools.
- ☐ I verify that I have no prior paid employment as an education professional in P-12 schools, higher education, or government education agencies.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

*Time Sensitive*  
*To be completed by prior employer*  
**VERIFICATION OF PROFESSIONAL EDUCATION EMPLOYMENT**

Employee's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Social Security# \_\_\_\_\_

**Instructions for Employer:**

Please read instructions  
before starting form.  
Questions? 509-573-7051

1. List PAID experience in: public or private P-12 schools in certificated positions (teacher, substitute teacher, ESA, admin-Yes; teacher assistant, tutor, student teacher- No ); or in colleges/universities in positions comparable to K-12 certificated positions (math professor- Yes; custodian- No); or in government agencies (ESD, OSPI, US Dept. of Ed, etc.) as a professional (CPA, physician, curriculum director- Yes; mail clerk-No).
2. Was professional education license/certification required for this position? Higher ed. and gov't agencies use N/A & attach job description.
3. Chronologically list start and end dates using one line per year. List position changes on a new line. List unpaid leave of absence on a new line. 4-6-8. List the number of days and hours that constituted a full year for a full-time employee in your institution during that year. Use 180 days for subs. 9-10. Give any special comments or notions. List sick leave balance if you are a Washington state school district.

1	2	3		4	5	6		
POSITION, GRADE & SUBJECT Use one line per position per year (list substitute teaching separately)	Professional Ed license (certification) required?	List Each Year of Service on a New line		Full-Time Annual Employment Equals:		Exact Hours Paid		
		Start Date of this Year	End Date of this Year	Days in a Year (Use 180 for subs)	Hours in a Day	Days Paid	Contract Hrs. per	Total Hrs. Paid
Example 1: Substitute Teacher	Yes	9/1/01	9/12/01	180	7.00	7.25	X 7.0	= 50.75
Example 2: 1 <sup>st</sup> Grade Teacher	Yes	9/13/01	6/12/02	183	7.00	183.5	X 7.0	= 1211.00
							X	=
							X	=
							X	=
							X	=
							X	=
							X	=
							X	=
							X	=

9. Comments or Notations: \_\_\_\_\_

10. If a Washington State school district, indicate the sick leave hours available for transfer: \_\_\_\_\_

I certify that all information listed above is complete and correct according to the official records on file in the institution providing this verification of employment.

Date	Print Name of Superintendent or Designee	Signature of Superintendent or Designee	Email Address
Title	Institution	Type (circle one) Public Scht Private Scht Foreign Scht Higher Ed Govt/Ed Foreign Univ	Mailing Address

Sign and mail the original of this completed verification to:

Yakima School District Human Resources, 104 N 4th Ave, Yakima WA 98902



**Yakima**  
SCHOOL DISTRICT

104 N. FOURTH AVENUE  
YAKIMA, WASHINGTON 98902-2636  
(509) 573-7000  
Website: [www.YSD7.org](http://www.YSD7.org)

## Verification of Employment

For Educational Staff Associates in Non-School Positions

*Please complete the front page and distribute to previous employer(s). It is the professional's responsibility to distribute forms to ALL previously certificated positions for experience.*

<b>TO:</b>	<b>Prior Employer Human Resources</b>
	Company Name
	Mailing Address
	City/State/Zip
	Phone

<b>FROM:</b>	<b>Human Resources</b>
	Yakima Public Schools
	104 N 4 <sup>th</sup> Ave
	Yakima WA 98902
	509/573-7051 (Fax: 573-7190)

The individual listed below is employed by Yakima Public Schools and indicates they had previous PAID employment with your company. To help establish a correct service record, please complete the information on the reverse side of this form. The return of this original form to Yakima Public Schools is time sensitive, and your assistance is appreciated.

### Employee Release

First, middle and last name of employee

Social Security Number

Full name when previously employed (if different)

Positions held

Approximate dates of employment (month & year)

Approximate dates of any unpaid leave of absence periods

*Please check ONE:*

- ☐ I authorize you to release all information requested in this verification of employment to Yakima Public Schools.  
☐ I verify that I have no prior paid industry employment.

Employee Signature

Date

**Time Sensitive – To be completed by Employer**

**VERIFICATION OF PAID EMPLOYMENT EXPERIENCE**

- o List only paid experience including paid personal/sick leave.

Please return this form to:  
**Yakima School District Human Resources**  
**104 N 4th Ave**  
**Yakima WA 98902**

(509)573-7051

Name of Employee: \_\_\_\_\_

[illegible]

I certify that all information listed above is complete and correct according to the official records on file.

Signature of Supervisor or Designee	Title	Date	Phone
Email	Street Address	City	State/Zip



**Yakima**  
SCHOOL DISTRICT

104 N. FOURTH AVENUE  
YAKIMA, WASHINGTON 98902-2636  
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## Verification of Employment

### Industry Employment for Vocational Staff

*Please complete the front page and distribute to previous employer(s). It is the professional's responsibility to distribute forms to ALL previously certificated positions for experience.*

<b>TO:</b>	<b>Prior Employer Human Resources</b>	<b>FROM:</b>	<b>Human Resources</b>
	Company Name		Yakima Public Schools
	Mailing Address		104 N 4 <sup>th</sup> Ave
	City/State/Zip		Yakima WA 98902
	Phone		509/573-7051 (Fax: 573-7190)

The individual listed below is employed by Yakima Public Schools and indicates they had previous PAID employment with your company. To help establish a correct service record, please complete the information on the reverse side of this form. The return of this original form to Yakima Public Schools is time sensitive, and your assistance is appreciated.

### Employee Release

First, middle and last name of employee

Social Security Number

Full name when previously employed (if different)

Positions held

Approximate dates of employment (month & year)

Approximate dates of any unpaid leave of absence periods

*Please check ONE:*

- ☐ I authorize you to release all information requested in this verification of employment to Yakima Public Schools.  
☐ I verify that I have no prior paid industry employment.

Employee Signature

Date

Time Sensitive – To be completed by Employer  
For salary placement calculation in Yakima School District

Verification of Occupational Experience in \_\_\_\_\_ For: \_\_\_\_\_

Dates worked in EACH calendar year. Use one line for each calendar year. Use multiple lines for same year if position changed.		Position Title	Worked as supervisor, foreman or manager in area listed above?	Number of hours worked each year in this position. <small>e.g., a full time person working 8 hrs/day X 260 days = 2080 hours</small>	Comments
<i>Example:</i> 2012	1/1/12 – 10/31/12	Sales Staff	<input type="checkbox"/> Yes <input type="checkbox"/> No	1560	
2012	11/1/12 – 12/31/12	Sales Manager	<input type="checkbox"/> Yes <input type="checkbox"/> No	520	Promoted to manager
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		

Signature of Supervisor/HR staff (or Accountant if self-employed)		Print Name & title		Attach Business Card Here
Supervisor's Email Address		Telephone Number	Date	
Employer's Address, City, State, Zip				

If self-employed, please ask your accountant to sign. Also attach 1040 Schedule C or F only for each year listed.

Questions? Call Yakima School District Human Resources (509) 573-7051

PERS VE Voc 2022

HTML has links - PDF has Authentication

PDF WAC 392-121-264

**Definition—Certificated years of experience.**

Regardless of the experience factors used by a school district, charter school, or tribal compact school for the purposes of its salary schedule(s), as used in this chapter, the term "certificated years of experience" means the number of years of accumulated full-time and part-time certificated employment prior to the current reporting school year in the state of Washington, out-of-state, and a foreign country. School districts, charter schools, and tribal compact schools shall report all certificated years of experience including those beyond the experience limit of their salary schedule(s).

(1) Certificated employment shall be limited to employment in public or private preschools or elementary and secondary schools in positions which require certification where certification means the concurrent public professional education licensing requirements established in the state, province, country, or other governmental unit in which employment occurred and which, for the state of Washington, refers to the certificates authorized by WAC 181-79A-140 and 181-79A-142, and temporary permits authorized by WAC 181-79A-128.

(2) Years of full-time and part-time certificated employment prior to the current reporting school year are accumulated as follows:

(a) For each certificated employment which is not employment as a casual substitute pursuant to subsection (1) of this section;

(i) Determine the total number of hours, or other unit of measure, per year for an employee working full-time with each employer;

(ii) Determine the number of hours, or other unit of measure, per year with each employer, including paid leave and excluding unpaid leave;

(iii) Calculate the quotient of the hours, or other unit of measure, determined in (a)(ii) of this subsection divided by the hours, or other unit of measure, in (a)(i) of this subsection rounded to one decimal place for each year.

(b) For certificated employment as a casual substitute pursuant to subsection (1) of this section:

(i) Determine the total number of full-time equivalent substitute days per year;

(ii) Calculate the quotient of full-time equivalent days determined in (b)(i) of this subsection divided by 180 rounded to one decimal place for each year.

(c) No more than 1.0 year may be accumulated in any traditional nine-month academic year or any 12 month period.

(i) Accumulate, for each year, certificated employment calculated in (a)(iii) and (b)(ii) of this subsection.

(ii) Determine the smaller of the result in (c)(i) of this subsection or 1.0 for each year.

(d) Determine certificated years of experience as the accumulation of all years of certificated employment calculated in (c)(ii) of this subsection and report such years rounded to one decimal place.

[Statutory Authority: RCW 28A.150.290(1). WSR 21-24-061, § 392-121-264, filed 11/29/21, effective 12/30/21. Statutory Authority: RCW 28A.150.290 and 28A.710.220. WSR 15-18-078, § 392-121-264, filed 8/28/15, effective 9/28/15. Statutory Authority: RCW 28A.150.290(1). WSR 10-07-141, § 392-121-264, filed 3/23/10, effective 4/23/10. Statutory Authority: RCW 28A.150.290. WSR 09-06-038, § 392-121-264, filed 2/25/09, effective 3/28/09. Statutory Authority: RCW 28A.150.290(1). WSR 08-03-086, § 392-121-264, filed 1/16/08, effective 2/16/08; WSR 07-23-041, § 392-121-264, filed 11/14/07, effective 12/15/07; WSR 06-19-045, § 392-121-264, filed 9/15/06, effective 10/16/06. Statutory Authority: RCW 28A.150.290(1) and section 503 (1)(b) of the 2002 supplemental budget. WSR 02-22-065, amended and recodified as § 392-121-264, filed 11/1/02, effective 12/2/02. Statutory Authority: RCW 28A.150.290 and chapter 28A.415 RCW. WSR 97-22-106 (Order 97-07), § 392-121-245, filed 11/5/97, effective 12/6/97. Statutory Authority: RCW 28A.150.290. WSR 95-21-096 (Order 95-09), § 392-121-245, filed 10/18/95, effective 11/18/95. Statutory Authority: RCW 28A.150.290, 28A.150.400 and the Biennial Operating Appropriations Act. WSR 94-01-190, § 392-121-245, filed 12/22/93, effective 1/22/94. Statutory Authority: RCW 28A.41.055 and 28A.41.170. WSR 88-03-013 (Order 88-8), § 392-121-245, filed 1/11/88.]





*Yakima*  
SCHOOL DISTRICT

104 N. FOURTH AVENUE  
YAKIMA, WASHINGTON 98902-2636  
(509) 573-7000  
Website: [www.YSD7.org](http://www.YSD7.org)

## REQUEST FOR PAYROLL DEDUCTION TO CHARITABLE ORGANIZATIONS

I hereby request that beginning \_\_\_\_\_ (must be received in the payroll office by the 10<sup>th</sup> of the month to become effective with that month's payroll), the Yakima School District payroll office begin deducting amounts as noted below to be remitted monthly to the charitable organization indicated. This authorization will remain in effect until rescinded by me in writing to the Yakima School District payroll department. Please contribute whole dollar amounts.

<u>Name of Organization</u>	<u>Amount to be deducted per month</u>
Alzheimer's Association	_____
American Diabetes Association of WA	_____
Planned Parenthood of Yakima	_____
Union Gospel Mission	_____

\_\_\_\_\_  
Employee Name (please print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



**ROD'S HOUSE  
HOMELESS YOUTH DROP-IN CENTER**

**YAKIMA PUBLIC SCHOOLS EMPLOYEE  
REQUEST FOR PAYROLL DEDUCTION  
AUTHORIZATION FORM**

Automatic payroll deduction is an option for all Yakima School District employees who are willing to help support Rod's House, Homeless Youth Drop-In Center.

**I HEREBY REQUEST THAT BEGINNING \_\_\_\_\_**  
**(Date)**

*(Must be received by the YSD Payroll Office by the 10<sup>th</sup> of the month to become effective with that month's payroll.)*

**THE YAKIMA SCHOOL DISTRICT PAYROLL OFFICE WILL BEGIN  
DEDUCTING \_\_\_\_\_ (Amount, a \$5.00 minimum please.) TO BE  
REMITTED MONTHLY TO ROD'S HOUSE.**

**THIS AUTHORIZATION WILL REMAIN IN EFFECT UNTIL RESCINDED BY ME,  
IN WRITING, TO THE YAKIMA SCHOOL DISTRICT PAYROLL OFFICE.**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Print Name)**

**Who We Are**

The Rod's House is a Drop-In Center for Homeless Youth. It is a safe house where youth can obtain referrals for case management, medical, dental, legal, financial, counseling services, career development skills, and assistance with academic needs. We provide youth with showers, laundry, meals, school supplies, clothing, and message services.

Interested employees are encouraged to complete this "Request for Payroll Deduction Authorization Form" and submit it to your payroll office.

Additional questions may be directed to the Executive Director at Rod's House at 895-2665 or [rodshouseyakima@gmail.com](mailto:rodshouseyakima@gmail.com).

Thank You for considering a donation to Rod's House

(Revised 10-19-11)

*Thank you to those who generously give a regular donation from your paycheck.  
Many of the grants that fall outside of a specific endowment would not be possible without those of you who  
generously donate through payroll deduction.*



Request for Payroll Deduction  
Authorization Form

Yakima Public Schools

I hereby request that beginning \_\_\_\_\_  
(Date)

*(Must be received in the payroll office by the 10<sup>th</sup> of the month to become effective with that month's payroll),*

the Yakima School District payroll office begin deducting \_\_\_\_\_  
(Amount)

to be remitted monthly to the **Yakima Schools Foundation**. This authorization will remain in effect  
until rescinded by me in writing to the Yakima School District payroll department.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

For questions, please contact Monette Dennis at 573-7055 at the Yakima School District.



**YAKIMA PUBLIC  
SCHOOLS**

## **INDOOR AIR QUALITY REPORT**

Name: \_\_\_\_\_

Building: \_\_\_\_\_

Date: \_\_\_\_\_

Room Number: \_\_\_\_\_

Describe Indoor Air Quality Concern:

The Principal/Director is the liaison for the follow through. All other concerned parties will be kept aware of the status of the report.

- ☐ **IAQ INCIDENT/URGENT** – A significant event with potential for long-term effect. Generally handled by building staff.
- ☐ **EMERGENCY** – Something that building staff can't handle; could lead to evacuation and requires immediate response. The Principal/Director or Maintenance Director will determine response.
- ☐ **EVACUATION** – A life-threatening situation such as a gas leak, chemical spill, electrical, fire, asbestos danger, long-term absence of heat or any life-threatening event. The Superintendent will determine response.

Principal/Director Signature: \_\_\_\_\_

-----  
1<sup>st</sup> Action Taken By: \_\_\_\_\_ Date: \_\_\_\_\_

Action Taken:

Follow-up Action Taken By: \_\_\_\_\_ Date: \_\_\_\_\_

Action Taken:

## LONG-TERM SUBSTITUTE PROVISIONS

### Preamble

### Article I – Administration

### Article II – Business

### Article III – Employee Rights

### Article VIII – Instruction

Section 2	Preparation Periods
Section 4	Facilities
Section 5	In-service. The District shall provide in-service specifically for substitutes. The employee shall be provided their hourly rate of pay.
Section 6	Student Discipline
Section 7	Academic Freedom
Section 8	Workload
Section 9	Number of Preparations
Section 10	Monday Early Release Day
Section 11	Travel Time
Section 12	Non-Professional Duties
Section 13	Instruction
Section 15	Library Staffing
Section 16	Special Education

### Article IX – Absences and Leaves

Section 1	Notice of Absences/Provisions for Substitutes
Section 2	Sick Leave (prorated)
Section 4	Annual Leave (prorated and not accumulated)
Section 5	Family Illness Leave (prorated)
Section 6	Bereavement Leave (prorated)
Section 7	Jury Duty
Section 8	Subpoena Leave
Section 14	Military Leave
Section 20	Coordination of Disability Benefits

### Article X – Fiscal

Section 1	Work Day
Section 2	Work Year
Section 3	Optional Days (prorated)
Section 4	Payment Provisions
Section 5	Compliance
Section 6	Placement Provisions
Section 7	Supplemental Contracts
Section 8	Hourly Rate
Section 10	Voluntary Payroll Deduction
Section 11	Health Insurance Benefits

Article X – Fiscal cont'd

Section 12	Travel and Meal Reimbursement
Section 13	Employee in Charge
Section 14	First Aid
Section 16	Clock Hours/In-service Credits

Article XI – Grievance Procedures

Article XII – Duration

Section 1	Length of Agreement
Section 2	Continuance

Signature Page

Appendices

A	Salary Schedule
B	Evaluation/Observation Forms
C	Grievance Form
D	Request for Reconsideration of Instructional Material Form
E	Building New Student Questionnaire
F	Student Referral Form
G	Harassment Procedures
H	Elementary Team Planning Log
I	Verification of Experience Forms
J	Guidelines for Placement
K	Request for Payroll Deduction to Charitable Organizations
L	Indoor Air Quality Report Form
M	Long-Term Substitutes
N	Deemed Done Form
O	ASB Approved Activities
P	Vehicle Damage Form
Q	Teacher Support Plan for the (WAAS Portfolio) Alternative State Assessment(s)
R	Special Education Overload Calculation Form
S	Check the Clock
T	Special Education – Secondary Resource Room Overload Calculation Form

Evaluation – If the long-term substitute requests an evaluation, the principal shall evaluate the employee as per Article IV. However, the principal shall observe the long-term substitute once prior to the evaluation. The observation and the evaluation summary shall be written on the same form. That form shall be the short form evaluation contained in the appendix of this Agreement. This evaluation shall not be subject to the grievance process. The long-term substitute shall not be placed on probation.



## 2022-23 Building Directed Optional Days Deemed Done Form

August 1, 2022 – June 30, 2023

Name: \_\_\_\_\_  
(Please print legal name)

Location: \_\_\_\_\_

### **BUILDING DIRECTED ENRICHMENT OPTIONAL DAYS – Possible 28 hours (Counselors and Psychologists 30.25 hours)**

During each contract year, YEA members have the opportunity to be paid for up to four (4) days per year, seven (7) hours per day (prorated for part-time employees based on their FTE) for Building Directed Enrichment Optional Days.

Please use the following criteria to record your hours on the back of this form:

a. Collaboration b. Curriculum redesign and alignment c. Training for state assessment d. Before and after school tutoring e. Curriculum/test programs to meet state assessment, requirements f. Curriculum and lesson redesign or new curriculum such as math, reading and/or science g. Professional development to meet state standards h. Mentoring programs for teachers i. Extended year teaching services with students j. Extended day teaching services with students.

**CERTIFICATION STATEMENT:** I hereby certify that I have worked \_\_\_\_\_ hours, completing professional activities, thereby completing my supplemental agreement for Building Directed Enrichment Optional Days. I understand that I am expected to maintain complete documentation of such hours and dates worked, including a description of the professional activity, and will furnish such documentation upon request.

*I acknowledge that the 28 hours and 30.25 hours for counselors and psychologists, (pro-rated for part-time employees), must be worked by **June 30, 2023**, form must be submitted to Payroll by **July 7, 2023**, and that completion of fewer hours than listed above or failure to produce documentation will result in loss of pay.*

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

After completing all the hours above, you will be paid in one lump sum. Return this signed form to PAYROLL by the 10<sup>th</sup> of the month in which you would like to be paid, but no later than July 7, 2023.

Please make sure the log form is attached to the Deemed Done Form when submitted.

**School Year: 2022-2023**

[illegible]



## ASB Approved Activities

### Davis

Class of 2023  
Class of 2024  
Class of 2025

Apple Bowl  
Acroiris Club  
Black Student Union  
Called to Duty Bible  
Gems  
Gay Straight Alliance  
Interact  
MECHA  
National Honor Society  
Orange Newspaper Club  
Outdoor Club

### Eisenhower

Class of 2023  
Class of 2024  
Class of 2025

Anime Club  
Art Club  
Bridge Club  
Environmental Club  
Fashion Club  
Gay Straight Alliance  
Interact  
National Honor Society  
Link Crew  
Knowledge Bowl  
Mathematics  
MECHA  
Multicultural  
Renaissance  
Video Game Club

## GUIDELINES AND INSTRUCTIONS FOR VEHICLE DAMAGE CLAIMS

1. The District commitment provides limited financial support for damage to vehicles incurred by employees while conducting district business.
2. The vehicle damage incident must be immediately reported to your building principal or administrator.
3. Physical evidence must be visible at the scene of the damage so that the principal or administrator can verify the damage.
4. The damage pool will pay the first \$200 of the employee's actual deductible, not to exceed actual cost of the damages. **The following items must be included in order for payment to be processed:**
  - A. A copy of the employee's insurance summary showing the deductible amount
  - B. Evidence that an insurance claim has been filed, i.e. a claim number
  - C. Evidence that the repair expense has been incurred by employee, i.e. repair receipt marked "Paid", or showing no balance owing.
  - D. Attached Employee Vehicle Damage Claim form
  - E. Attached Release For Property Damage Only form
5. Payment will be processed through the normal accounts payable payment process. Vehicle Damage Claim forms received by the 5<sup>th</sup> of the month will be paid on the 25<sup>th</sup> of that month. Those received between the 5<sup>th</sup> and the 20<sup>th</sup> will be paid on the 10<sup>th</sup> of the following month. A check will be mailed to your home address that is on file with the District.

If you have any questions, please call  
Susan Fate ext 7044.

## YAKIMA PUBLIC SCHOOLS

EMPLOYEE VEHICLE  
DAMAGE CLAIM

Date of Loss: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Time of Loss: \_\_\_\_\_ Date Reported: \_\_\_\_/\_\_\_\_/\_\_\_\_ Location Where Loss Occurred: \_\_\_\_\_

*If loss occurred after regular school hours, describe reason/activity that required your presence on district property:*


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Police Case Number: \_\_\_\_\_ (if reported – not required)

Description of Vehicle and Damage: \_\_\_\_\_

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Students who were involved in the discipline activities and who might have been responsible for the vandalism:

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Total Estimated Cost: \$ \_\_\_\_\_

Insurance Deductible: \$ \_\_\_\_\_

**RELEASE STATEMENT MUST ALSO BE COMPLETED PRIOR  
TO SUBMITTING CLAIM TO BUSINESS SUPPORT SERVICES**

**RELEASE FOR PROPERTY DAMAGE ONLY**

I, \_\_\_\_\_ for myself, my heirs, executors, administrators, successors and assigns, in consideration of the payment of the first \$200 of my actual deductible (not to exceed the actual cost of the damages), do hereby remise, release and forever discharge Yakima School District, and its executors, administrators, successors and assigns from and against all claims, demands, actions and causes of action for damages whensoever and howsoever arising on account of damage to property (including loss of use thereof) arising out of the incident as described above at or near \_\_\_\_\_ (address of incident) in the State of Washington.

IT IS UNDERSTOOD AND AGREED that neither this Release nor any payment made pursuant hereto is to be taken as an admission of liability on the part of any person in whose favor this Release is given.

I have signed this Release at Yakima, in the State of Washington, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signature of Employee: \_\_\_\_\_

Signature of Principal or Administrator: \_\_\_\_\_

**Teacher Support Plan for the Washington Alternative Assessment  
for Special Education Students  
Yakima Public Schools**

Purpose

To help clarify how the school district will support Special Education teachers involved in developing the Washington Alternative Assessment System for eligible students in Special Education.

Declarations and Assumptions

1. Yakima School District proudly recognizes its highly qualified staff working within the Special Education Program. Student progress and performance is well documented and can be directly tied to the expertise, competence, and dedication of the instructional staff. Because of this, the District is able to set high levels of expectations of all students, including those eligible for Special Education Services whose disabilities may be considered to be significant or severe.
2. It is assumed that based on state testing guidelines and intentions, students whose disabilities make it unreasonable for them to be assessed under typical conditions (i.e., paper/pencil methods), will be assessed using alternative methods, such as the Washington Access to Instruction & Measurement (WA-AIM.) According to OSPI, *"WA-AIM is an alternate assessment based on alternate achievement standards aligned to the Common Core State Standards for students with significant cognitive challenges."* If a student can be tested via the Smarter Balanced Assessment (SBA), the SBA with accommodations, then it would be expected that IEP teams would choose that option.
3. Appropriateness of the alternative testing option is to be determined by the IEP team, to include input from the student's special education teacher, parent, and other members as defined under WAC 392-172.
4. The District is dedicated to providing the necessary resources and support to teachers regardless of teaching assignment, but recognizes the uniqueness of the requirements teachers must follow in accomplishing the alternative assessment process.

Issues and Concerns

1. That the alternative assessment process requires a significant amount of time and effort by the student's teacher.
2. That the alternative assessment process requires a level of time and effort by the teacher that extends above and beyond what is required of other types of assessment options used by other teachers who work in different assignments or programs.

3. That although the alternative assessment is an option available to IEP teams concerned with particular students, it is not necessarily the only option available.
4. That the outcome of the alternative assessment (i.e. the success of the student) is easily influenced by, and largely dependent upon the level of understanding and expertise the teacher has about the process and “inner-workings” of the alternative assessment program itself.

### Support Plan

1. Provide teachers the necessary time during the contracted workday to accomplish the demands of the alternative assessment.
  - a. Teachers will be provided district-supported early-release time already in place – but with particular support in being excused, *as needed*, from other team collaboration kinds of responsibilities.
  - b. Recognizing that much of the alternative assessment process requires student contact time, student testing, coaching, etc., during the day, which also requires time away from other students in the classroom, the district will provide substitutes for teachers, as needed, in order to accomplish these kinds of activities.
2. Provide teachers the necessary training and professional development in the alternative assessment process.
  - a. At a minimum, training will consist of:
    - i. Support the development and administration of in-district trainings and workshops, conducted by district experts.
    - ii. Support attendance and participation in regional training opportunities, such as those sponsored by local ESD.
    - iii. Coordinate other “specialized” trainings and other opportunities for staff as need arises.
  - b. The District will support the attendance of staff in state-level participation of scoring institutes and other activities that will promote further professional development, understanding, and expertise in the process.
  - c. Other training and professional development opportunities as they arise.



