



COLLECTIVE BARGAINING AGREEMENT BETWEEN

**Wenatchee School District No. 246**  
AND  
**Wenatchee Education Association**

September 1, 2018 through August 31, 2020

**2018-2020 AGREEMENT BETWEEN  
WENATCHEE SCHOOL DISTRICT NO. 246  
and  
WENATCHEE EDUCATION ASSOCIATION**

**TABLE OF CONTENTS**

	<u>PAGE</u>
PREAMBLE	5
ARTICLE I. ADMINISTRATION	5
Section 1.A. Definition of Terms	5
Section 1.B. Recognition	8
Section 1.C. Status of Agreement	8
Section 1.D. Individual, Extended and Supplemental Contracts	8
Section 1.E. Notification of Non-Continuing Contracts	9
Section 1.F. Distribution of the Agreement	9
Section 1.G. Joint Meetings	9
ARTICLE II. BUSINESS	10
Section 2.A. Members Dues Deduction	10
Section 2.B. Other Deductions	10
Section 2.C. Management Rights	10
Section 2.D. Association Rights	11
ARTICLE III. EMPLOYEE RIGHTS	11
Section 3.A. Non-Discrimination Clause	11
Section 3.B. Employee File	11
Section 3.C. Right to Due Process and Just Cause	13
Section 3.D. Assignment and Transfer	14
Section 3.E. Employee Protection	16
Section 3.F. Privacy	17
Section 3.G. Harassment	17
Section 3.H. Drug-Free Workplace	18
Section 3.I. Safe and Healthy Working Environment	19
ARTICLE IV. EVALUATION AND PROBATION	20
Section 4.A. Employee Evaluation – Purpose	20
Section 4.B. Qualifications Of Evaluators	20
Section 4.C. Definitions	20
Section 4.D. Evaluation Process	23
Section 4.E. Comprehensive Evaluation Option	23

Section 4.F.	Focused Evaluation Process	27
Section 4.G.	Provisional Employees	28
Section 4.H.	Probation	29
Section 4.I.	Non-Classroom Teacher Evaluation	31
Section 4.J.	Short Form Employees	31
Section 4.K.	Long Form Employees	31
Section 4.L.	General Requirements	32
Section 4.M.	Use of Evaluation Results	33
ARTICLE V.	STAFF REDUCTION AND RECALL	33
Section 5.A.	Definitions	33
Section 5.B.	Board Determination of Program	34
Section 5.C.	Criteria for Modified Educational Program (MEP)	34
Section 5.D.	Selection of Employees	34
Section 5.E.	Recall	36
Section 5.F.	Insurance	36
ARTICLE VI.	INSTRUCTION	37
Section 6.A.	Academic Freedom	37
Section 6.B.	Work Load and Class Size Provisions	37
Section 6.C.	Special Education	40
Section 6.D.	Preparation Time:	42
Section 6.E.	Student Discipline	43
Section 6.F.	Mentor Teacher	43
Section 6.G.	Grading/ Report Cards	45
Section 6.H.	Learning Improvement Team	45
Section 6.I.	Learning Improvement Days	48
Collaboration may include but is not limited to:		50
Section 6.J.	Curriculum Adoption and Implementation Committee	50
Section 6.K.	Curriculum and Staff Development Time	50
Section 6.L.	District Trainings and Required Sub Plans	51
ARTICLE VII.	LEAVES	51
Section 7.A.	Definition of Leaves	51
Section 7.B.	Illness, Injury and Emergency (Sick) Leave	51
Section 7.C.	Bereavement Leave	54
Section 7.D.	Personal Leave	54
Section 7.E.	Family and Disability Leave (Family and Medical Leave Act of 1993)	55

Section 7.F.	Adoption Leave	56
Section 7.G.	Child Rearing Leave	56
Section 7.H.	Teacher’s Role as a Parent:	56
Section 7.I.	Jury Duty and Subpoena Leave	57
Section 7.J.	Long Term Leave	57
Section 7.K.	Military Leave	57
Section 7.L.	Association Leave	57
ARTICLE VIII.	FISCAL MATTERS	58
Section 8.A.	Salary	58
Section 8.B.	Supplemental Assignments Salary Schedule	59
Section 8.C.	Compensation Rates	59
Section 8.D.	School Nurses’ Salaries	60
Section 8.E.	Salary Payment	60
Section 8.F.	Payment and Leave Calculation Errors	60
Section 8.G.	Per Diem Days	60
Section 8.H.	Early Notice Benefit	61
Section 8.I.	Extended Season Stipend	61
Section 8.J.	Professional Growth Reimbursement	61
Section 8.K.	Support for New District Educators	62
Section 8.L.	Professional Responsibilities and Certification	62
Section 8.M.	National Board Certification	62
Section 8.N.	Senior Employee Advisory Stipend	62
Section 8.O.	Retiree Insurance Subsidy	63
Section 8.P.	Insurance	63
Section 8.Q.	Travel	63
Section 8.R.	Attendance at Meetings and Conferences	64
Section 8.S.	Length of Contract	64
Section 8.T.	Contract Day	65
Section 8.U.	Release from Contract	66
ARTICLE IX.	GRIEVANCE PROCEDURE	66
Section 9.A.	Purpose	66
Section 9.B.	Definitions	66
Section 9.C.	Grievance Principles and Rights	66
Section 9.D.	Procedures	67
Section 9.E.	Adverse Action	68

September 1, 2018 through August 31, 2020

ARTICLE X. DURATION	69
Section 10.A. Effective Dates	69
Section 10.B. Openers	69
Section 10.C. Notification for Successor Agreement	69
Section 10.D. Effective Date of Agreement	69
APPENDIX A – CERTIFICATED SALARY SCHEDULE	
APPENDIX B – CERTIFICATED CO-CURRICULAR SALARY SCHEDULE	
APPENDIX C – GRIEVANCE REPORT FORM	
APPENDIX D – EDUCATIONAL SUPPORT STAFF FINAL EVAL (LONG FORM)	
APPENDIX E – LIBRARIAN FINAL EVALUATION (LONG FORM)	
APPENDIX F – EDUCATIONAL SUPPORT STAFF FINAL EVAL (SHORT FORM)	
APPENDIX G – LIBRARIAN FINAL EVALUATION (SHORT FORM)	

1 PREAMBLE

2  
3 This Agreement is by and between Wenatchee School District and the Wenatchee  
4 Education Association. It has been negotiated pursuant to RCW 41.59.  
5

6  
7 ARTICLE I. ADMINISTRATION

8  
9 Section 1.A. Definition of Terms

- 10  
11 1. The term “**Agreement**” shall mean this collective bargaining agreement.  
12  
13 2. The term “**Alternative Learning Program**” may include the following  
14 classroom types; learning center, structured learning center, communication  
15 room, and transition house.  
16  
17 3. The term “**Association**” shall mean the Wenatchee Education Association.  
18  
19 4. The term “**AR**” shall mean Association Representative(s).  
20  
21 5. The term “**BEA**” shall mean Basic Education Act.  
22  
23 6. The term “**Board**” shall mean the Board of Directors of the District.  
24  
25 7. The term “**Caseload**” shall mean the number of cases handled – students who  
26 a Special Education Educator is responsible for writing an IEP/Evaluation –  
27 may be case manager on the IEP or serve the student at least weekly for services  
28 on the IEP.  
29  
30 8. The term “**Contract**” shall mean the individual contract issued to each  
31 employee pursuant to RCW 28A.67.070.  
32  
33 9. The term “**Date of Hire**” shall mean the last hire date for employment with  
34 the District.  
35  
36 10. The word “**Day**” whenever used in this section shall mean a weekday unless  
37 it is expressly clear that it means otherwise.  
38  
39 11. The term “**District**” shall mean Wenatchee School District No. 246, Wenatchee,  
40 Chelan County, Washington.  
41  
42 12. The term “**Elementary Specialists**” shall mean K-5 Health/Fitness, Music, Art,  
43 Teacher Librarians and Intervention.  
44  
45 13. The term “**Employee(s)**” shall mean those educational employees for whom  
46 the Association is recognized as the exclusive bargaining agent.  
47  
48 14. “**FTE**” shall mean full time equivalent employee.  
49

- 1 15. **“Grievance”** shall mean a claim by a grievant that there has been a violation,  
2 misinterpretation, or misapplication of the terms of this Agreement.  
3  
4 16. **“Grievant”** shall mean an employee or a group of employees or the Association  
5 filing a grievance.  
6  
7 17. **“ISO”** shall mean International Standards Organization.  
8  
9 18. **“Leave”** shall mean any period of time during which an employee is absent  
10 from work under any of the criteria established in Article VII.  
11  
12 19. The term **“LID”** shall mean Learning Improvement Day.  
13  
14 20. The term **“LIT”** shall mean Learning Improvement Team.  
15  
16 21. The term **“Open Interview Process”** shall mean the public posting and hiring  
17 process as described in ISO work procedures on the WSD website under  
18 Human Resources Procedure HRO-P001.  
19  
20 22. The term **“OSPI”** shall mean the Office of Superintendent of Public Instruction.  
21  
22 23. The term **“Parties”** shall mean the District and the Association.  
23  
24 24. The term **“President”** shall mean the President of the Association or his/her  
25 designee.  
26  
27 25. The term **“District Directed Day”** shall mean a day of professional  
28 development offered by the District, with mandatory or voluntary attendance,  
29 in which an employee is eligible to use one or more of the available District  
30 Directed Per Diem Days.  
31  
32 26. The term **“RCW”** shall mean the Revised Code of Washington.  
33  
34 27. The term **“Seniority”** shall mean certificated years of experience, i.e., the  
35 number of years of accumulated full-time and part-time professional education  
36 employment prior to the current reporting school year in the State of  
37 Washington, out-of-state, and a foreign country in which employment counts  
38 towards certificated years of experience for the State of Washington.  
39 Employees working less than 1.0 FTE will earn seniority equal to the contracted  
40 FTE per year, rounding up to the next highest whole number, by state  
41 definition .45 and up. Unless otherwise specifically stated, this definition of  
42 seniority will apply in all areas of the contract. This definition is also consistent  
43 to WAC 392-121-264.  
44

45 Any employee who would lose a longevity benefit or a personal leave extra  
46 day at 20 years, will be grandfathered at the seniority step they are currently at  
47 until their new seniority based on the SAM schedule catches up. A list will be  
48 maintained by HR and provided to the Association each year in July.  
49

- 1 28. The term "**Special Education Educator**" shall mean an educator who provides  
2 specially designed instruction that meets the unique needs of a child who has  
3 a disability.  
4
- 5 29. The term "**Superintendent**" shall mean the chief administrative officer of the  
6 District or his/her designee.  
7
- 8 30. The term "**Supplemental Contract**" shall mean that contract issued and signed  
9 for special and supplemental assignments covered under WenEA agreement  
10 and shall be in accordance with current statutory provisions.  
11
- 12 31. The term "**WAC**" shall mean the Washington Administrative Code.  
13
- 14 32. "**Years of Experience**" shall mean ""Seniority," see definition of Seniority  
15 above.



1 **Section 1.B. Recognition**

2  
3 The District recognizes the Association as the exclusive bargaining agent for all  
4 contracted certificated employees of the District excluding the Superintendent, Assistant  
5 Superintendents, Executive Directors, Principals, Assistant Principals, Directors,  
6 Assistant Directors, Supervisors, Administrative Assistants, Dean of Students,  
7 Administrative Coordinators and substitute teachers.

8  
9 The District shall not bargain with any other employee organization seeking or claiming  
10 to represent employees unless the State Public Employee Relations Commission as the  
11 exclusive bargaining agent for employees has certified such organization.

12  
13 **Section 1.C. Status of Agreement**

- 14  
15 1. **Sole Agreement:** This shall be the sole Agreement between the Parties regarding  
16 wages, hours, and terms and conditions of employment. It shall supersede any rules,  
17 regulations, policies, resolutions or practices of the District, which shall be contrary to  
18 or inconsistent with its terms.  
19  
20 2. **Conformity to Law:** This Agreement shall be governed and construed according to  
21 the Constitution and laws of the State of Washington. If any provision of this  
22 Agreement, or any application of the Agreement to any employee or groups of  
23 employees shall be found to be contrary to law, such provision or application shall  
24 have effect only to the extent permitted by law. All other provisions or applications  
25 of the Agreement shall continue in full force and effect and be binding upon the  
26 Parties.

27  
28 If any provision of this Agreement is held to be contrary to law, the Parties shall  
29 commence negotiations on said provision as soon thereafter as possible, provided that  
30 the Board shall have the power and authority to take such action as may be required  
31 by law, pending the completion of such negotiations.

32  
33 **Section 1.D. Individual, Extended and Supplemental Contracts**

- 34  
35 1. **Compliance:** Individual and extended contracts with employees shall be on standard  
36 forms which shall conform to State law and regulation and shall be consistent with  
37 this Agreement. If any such individual, extended or supplemental contract is  
38 inconsistent with, or is in conflict with this Agreement, this Agreement shall be  
39 controlling.

40  
41 "In the event the Legislature shall appropriate funds for the express purpose  
42 of adjusting the employee's salary during the term of this agreement, the  
43 salary which is otherwise provided for in the individual employee contract  
44 shall be adjusted subject to the receipt of such funds by the District and in  
45 compliance with the distribution guidelines as may be adopted by the office  
46 of OSPI and/or the District."  
47  
48

1 2. **Copies:** Two (2) copies of individual contracts shall be given to each employee each  
2 year for signature. Both copies shall be returned to the District Office. One (1) of these  
3 copies shall then be placed in the employee's personnel file and one signed copy  
4 returned to the employee.  
5

6 3. **Extended Contracts:** Extended contracts shall be issued to all employees whose job  
7 requires that they work a longer work year than the base contract as established by  
8 the state legislature and incorporated into the state salary schedule.  
9

10 Salary for extended contracts shall be calculated by dividing the employee's base  
11 salary by the number of days established by the state legislature and incorporated into  
12 the state salary schedule. The resultant daily rate shall be multiplied by the total  
13 number of additional days required under the extended contract. Extended contracts  
14 are limited to one (1) year, and shall be recorded on an annual calendar, approved by  
15 evaluator and Human Resources. Extended contracts will be listed in Appendix B  
16 by position.  
17

18 4. **Notice of Supplemental Assignment:** Notice of supplemental assignments shall be  
19 issued to all employees assigned to co-curricular and special assignments. Such notice  
20 shall identify the Parties, the purpose of the assignment, and the rate of compensation.  
21 Employees shall be provided with a job description. Supplemental contracts shall be  
22 paid in accordance with the Supplemental Salary Schedule, which is attached to and  
23 made a part of this Agreement as Appendix B. Supplemental contracts are limited to  
24 one (1) year.  
25

26 5. **Supplemental Contract Termination:** The District or the employee may originate  
27 termination. Written notification of termination of supplemental contracts by either  
28 Party shall be within thirty (30) days after the contracted season or the end of the  
29 school year. (Employee notification shall be to the HR Administrator.)  
30

### 31 **Section 1.E. Notification of Non-Continuing Contracts**

32  
33 The District shall notify the Association of employees hired under a non-continuing  
34 contract. The District shall notify the Association of the name and position of employee(s)  
35 under a continuing contract who are non-renewed.  
36

### 37 **Section 1.F. Distribution of the Agreement**

38  
39 Following ratification of this Agreement and approval by the Board, the bargaining teams  
40 shall prepare a camera-ready copy of the Agreement for mutual review and editing.  
41 After editing, the District shall print the Agreement and post it on the District website.  
42 The Association will distribute copies of the Agreement to the employees. The District  
43 will distribute copies to newly hired employees. The costs of preparing, typing and  
44 printing the Agreement shall be shared equally between the Parties.  
45

### 46 **Section 1.G. Joint Meetings**

47  
48 Representatives of the Parties shall meet at each other's request during the regular school  
49 year and as needed during calendar breaks in order to pursue mutual problem solving

1 and monitor administration of the Agreement. Such meetings shall not be grievance  
2 resolution conferences.

3  
4 **ARTICLE II. BUSINESS**

5  
6 **Section 2.A. Member's Dues Deduction**

- 7
- 8 **1. Members:** Upon receipt of written authorization, from each employee, the District  
9 shall deduct from the wages of each employee, dues required for membership in the  
10 Association, including local, UniServ, WEA and NEA, which amount shall be certified  
11 by the Association as dues. The District shall forward the sum so deducted as directed  
12 by the Association once each month and in accordance with the District disbursement  
13 procedures. Employee authorizations for dues deductions and assessments shall  
14 continue in effect from year to year unless an employee provided written notice to the  
15 Wenatchee Education Association revoking such authorization. The schedule for  
16 deducting and forwarding dues of newly hired employees shall be in a manner  
17 mutually agreeable to the Association and District.  
18
  - 19 **2.** If the law changes to allow agency security provision, the parties will re-insert  
20 language in this agreement that allows for the collection of such fees.  
21
  - 22 **3. Over and Under Payments:** The District shall remit to the Association promptly any  
23 underpayment of dues and assessments withheld. The Association agrees to refund  
24 to the District any amounts paid to the Association in error.  
25
  - 26 **4. Indemnification:** The Association shall indemnify, defend and hold the District  
27 harmless against any claims made against the District and against any suit instituted  
28 against the District on account of any payroll deductions for the Association.  
29

30 **Section 2.B. Other Deductions**

31  
32 The District shall deduct from the salary of each employee who signs and submits to the  
33 District any appropriate authorization form, premiums for those insurance programs and  
34 other employee benefit plans and programs either described in this Agreement or  
35 mutually approved by the Parties.  
36

37 **Section 2.C. Management Rights**

- 38
- 39 **1.** The management of the business of the District and the direction and assignment of  
40 all employees are the right and responsibility of the Board, except as otherwise  
41 provided in this Agreement.  
42
  - 43 **2.** In the exercise of its rights of management the District through its Board shall have  
44 the right to amend existing policies, rules and regulations and to adopt new policies,  
45 rules and regulations necessary for the proper conduct of the business of the District,  
46 provided that the same are not in conflict with express provisions of this Agreement  
47 related to wages, hours, terms and conditions of employment and employee benefits.  
48

1 **Section 2.D. Association Rights**  
2

- 3 1. **Use of Buildings:** The Association may use the District buildings for the purpose of  
4 meetings and transacting Association business in accordance with established Board  
5 policy provided that such meetings and business shall not interfere with District  
6 educational programs. The Association shall reimburse the District for any extra costs  
7 resulting from such Association use of a District building. All such meetings shall be  
8 held outside the regular teacher workday, except with administration approval.  
9
- 10 2. **Use of Bulletin Boards:** The Association may post notices of Association activities  
11 and business on bulletin boards in faculty lounges. An Association representative or  
12 official, or identified as official Association material shall sign such notices.  
13
- 14 3. **Use of Mail System:** The Association shall have the right to reasonable use of the  
15 intra-district mail service, e-mail and teacher mailboxes for communication with its  
16 members. An Association representative shall have the responsibility for sorting and  
17 placing the mail in boxes. No other association, group or organization or  
18 representative thereof, whether union or not, shall have the right to use the intra-  
19 district mail service, email and or teacher mailboxes for any other purpose. This does  
20 not prohibit the District from normal dissemination of information from other  
21 educational agencies.  
22
- 23 4. **School District Budget and Financial Reporting:** The District shall make available  
24 to the Association information concerning the District, which is public. The District  
25 shall be under no obligation to prepare special reports or studies and shall have a  
26 reasonable time within which to comply with a request for financial information. Any  
27 extra cost for preparation or copying shall be borne by the Association at the rate  
28 customarily charged the general public. The District shall make available, upon  
29 request, a copy of the adopted budget, the annual budget report and the monthly  
30 budget report, as they exist.  
31
- 32 5. **Seniority List Reporting:** The seniority list will be furnished to the Association by  
33 January 1 each school year.  
34

35 **ARTICLE III. EMPLOYEE RIGHTS**  
36

37 **Section 3.A. Non-Discrimination Clause**  
38

39 The Parties agree that the provisions of this Agreement shall be applied without regard  
40 to or on the basis of sex, race, creed, religion, color, national origin, age, honorably  
41 discharged veteran or military status, sexual orientation including gender expression or  
42 identity, the presence of any sensory, mental, or physical disability, or the use of a trained  
43 dog guide or service animal by a person with a disability in its programs and activities  
44 and provides equal access to the Boy Scouts and other designated youth groups, or as  
45 otherwise provided by law.  
46

47 **Section 3.B. Employee File**  
48

- 49 1. **Right to Inspect:** Any employee shall have the right to inspect all contents of his/her

1 personnel file by making an appointment for such purpose through the Human  
2 Resource Office. An Association Representative shall, at the employee's request,  
3 accompany the employee in this review. In addition, each employee shall have the  
4 right to review, initial, copy and attach his/her own comments to material made a  
5 part of his/her personnel file.  
6

7 **2. Access to Files:** Access to the employee's files is limited to the employee and:  
8

9 **a. Personnel File:** Administrators with a need to know, personnel office staff or as  
10 required by law.  
11

12 **b. Medical/Confidential File:** Personnel office, administrators as needed for  
13 reasonable accommodation, first aid/emergency personnel as needed,  
14 government/legal agencies conducting investigation relevant to medical issues, as  
15 needed to process workers' compensation or other insurance claims.  
16

17 **c. Payroll File:** Payroll staff, personnel office staff, and auditing/investigating  
18 agencies.  
19

20 **d. I-9:** Personnel office staff, auditing/investigating agencies.  
21

22 **3. Contents:** Each employee personnel file shall contain the following: Employee  
23 history log (data and status record), status changes (personnel action notices),  
24 selection records (employment requisition, application, resume, offer/acceptance  
25 letter), employment development records (employee performance appraisals,  
26 education updates, training received, etc.), documentation of significant events,  
27 including commendations or warnings, miscellaneous artifacts, including separation  
28 records (resignation letter, termination letter, exit interview, reference waiver). Other  
29 employee files include payroll file, employment eligibility verification I-9 forms, and  
30 confidential files which include: candidate interview evaluation forms, pre-  
31 employment reference checks, Affirmative Action/U.S Equal Employment  
32 Opportunity Commission (EEOC) data, medical information, and legal action  
33 information.  
34

35 **4. Placement of Materials:** Employees shall be given notification of any negative  
36 material not bearing the employee's signature that is placed in their personnel file at  
37 the time it is so placed. Employees shall be given an opportunity to attach written  
38 comments within ten (10) days of the receipt of the material. Employees shall indicate  
39 they have seen such materials and have received a copy thereof by affixing their  
40 signature and dating the copy that is to go into the file.  
41

42 **5. Location:** The District shall maintain the employee's personnel file at the District  
43 Office. The Superintendent shall be responsible for safeguarding personnel files. No  
44 duplicate or supplemental files, including computer files, except the principal's  
45 working file, shall be maintained in any other location.  
46

47 **6. Removal of Materials:** After seven (7) years or at the employee's request and upon  
48 mutual agreement between the employee and superintendent or designee, the District  
49 may remove and destroy employee's evaluation reports and any adverse materials

1 upon which no subsequent action has been taken.  
2

- 3 7. **Confidentiality**: Personnel files of employees are confidential. Personnel files shall be  
4 available for inspection only to supervisory personnel, confidential employees of the  
5 District, the individual employee, the employee's Association Representative (upon  
6 employee's written consent) or as otherwise required by law.  
7
- 8 8. **Employee's Yearly Evaluation File**: The employee's yearly evaluation file shall be  
9 available for review by the employee at the employee's request. The files should relate  
10 to the current job performance activities of the employee and should contain  
11 information, which the evaluator is currently using. The files should include:  
12 Employee's working schedule; information relating to the employee's attendance  
13 record; current active disciplinary records (one-year period); employee's performance  
14 observation records, written communications (before documents regarding  
15 difficulties or other problems are placed in the employee's file, the employee shall be  
16 made aware of the item) and employee's last evaluation. All employee yearly  
17 evaluation files, both paper and computer, shall be purged at the end of each school  
18 year or no later than June 30, except for the employee's previous year's evaluation and  
19 goals.  
20

### 21 **Section 3.C. Right to Due Process and Just Cause**

22

- 23 1. **Due Process**: Employees have the right to due process in any matter which may  
24 adversely affect the employee's contractual employment status with the district.  
25 Employees shall not be reprimanded, disciplined, suspended, reduced in rank or  
26 compensation, non-renewed or discharged without just cause.  
27
- 28 2. **Written Grounds**: The specific grounds forming the basis for disciplinary actions  
29 shall be made available to the employee and the Association in writing at the time the  
30 discipline is taken.  
31
- 32 3. **Hearings**: Employees shall have the right to a fair hearing(s) and confrontation of  
33 witnesses at said hearing(s).  
34
- 35 4. **Association Representation**: Employees shall be entitled to Association  
36 representation at any hearing, meeting or conference involving the employee  
37 regarding disciplinary actions or the investigation thereof at which the employee is  
38 present. When a request for such representation is made, no action shall be taken with  
39 respect to the employee until such representative of the Association is present. In the  
40 event a disciplinary action is to be taken, the employee shall be advised of the right to  
41 representation in writing under this provision prior to the action being taken. There  
42 shall be no undue delays in this process.  
43
- 44 5. **Privacy and Confidentiality**: Any criticism of an employee by any agent of the  
45 District and all disciplinary actions shall be made in private and in confidence and  
46 never in the presence of students, parents, other employees, or at public gatherings.  
47
- 48 6. **Complaints Against Employees**: Any formal complaint against any employee that  
49 may lead to disciplinary action shall be promptly called to the attention of the

1 employee. Prior to any disciplinary proceeding or action the employee shall have the  
2 right to confer with the appropriate administrative officer and present his/her  
3 position. No complaint against an employee may be used in a disciplinary action  
4 against that employee unless the complaint was discussed with the employee in a  
5 timely fashion.  
6

7 **7. Progressive Discipline:**

8 The following levels of progressive discipline will be followed. Levels may be  
9 repeated or by passed depending on the severity of the conduct.  
10

11 A Letter of Direction is considered non-disciplinary and will not be placed in an  
12 employee's personnel file. Letters of Direction shall be placed in the Administrator's  
13 working file and removed at the end of each school year. Letters of Direction are not  
14 subject to this agreement's grievance procedures.  
15

- 16 a. Documented Verbal Warning
- 17 b. Written Reprimand
- 18 c. Suspension Without Pay
- 19 d. Non-Renewal (of non-provisional employees) or Discharge  
20

21 **Section 3.D. Assignment and Transfer**

22  
23 The Board shall have the right to assign and transfer employees to meet the educational  
24 programs subject to the terms of this Agreement.  
25

26 **1. Assignments:**

- 27  
28 a. **Definition:** An assignment shall mean the placement of an employee in a position  
29 within the bargaining unit. A position shall include the grade level and/or subject  
30 taught, or specialty (e.g., special education or librarian) and the building(s) in  
31 which the employee is stationed.  
32
- 33 b. **New Employees:** New employees will be assigned to a grade level and/or subject,  
34 or specialty, within the employee's certification. The employer will give notice of  
35 assignments to new employees as soon as practicable.  
36
- 37 c. **Continuing Employees:** The District shall make reasonable effort to give  
38 employees notice of their specific assignments, building assignments, and room  
39 assignments for the forthcoming year not later than August 1, except in cases of  
40 emergency.  
41

42 **2. Transfers:**

- 43  
44 a. **Definition:** An "**internal transfer**" shall mean a change in assignment within a  
45 building or site. An "**external transfer**" shall mean a change in assignment from  
46 one site to another.  
47
- 48 b. **Vacancies:** When vacancies (including new positions) exist as determined by the  
49 District, employee transfers shall be made on the basis of qualifications.

- 1 c. **Involuntary Transfers:** When an involuntary transfer is necessary, the goal is to  
2 provide for the best possible placement while minimizing disruption to students  
3 and staff. If numbers and/or program needs force or necessitate an involuntary  
4 transfer, first consideration will be lowest level of seniority in conjunction with the  
5 amount of current or relevant training, or role vital to provision of special services  
6 in a building (i.e. bilingual, program trainer, etc.). When such transfers are made,  
7 they shall be accompanied with a written explanation of the reasons. No employee  
8 shall be assigned to a position outside his/her academic major, minor, or  
9 endorsements. Employees transferred involuntarily shall be transferred only to a  
10 comparable FTE position.  
11
- 12 d. **Transfers to a Combination Class:** It is the intent of both Parties that teachers  
13 assigned to teach combination classes should remain in that assignment for no  
14 longer than two (2) consecutive years. In the selection of a teacher for a  
15 combination class it is desirable that the teacher: 1.) is a volunteer for the  
16 assignment; 2.) has prior experience with the curriculum of at least one of the  
17 grades included in the combination class; 3.) has not been assigned to teach a  
18 combination class within the last three (3) years.  
19
- 20 e. **Transfer Compensation:** Compensation shall be awarded when an employee  
21 transfers from building to building. The transferring employee may select two (2)  
22 per diem days, two (2) substitute days, or a combination. Employees involuntarily  
23 moved within their current building shall receive one (1) per diem day or one (1)  
24 substitute day. This section does not apply to itinerant employees.  
25

26 3. **Vacancies and Posting of Jobs:**  
27

28 A vacancy occurs after the administrator has completed necessary assignments and  
29 transfers based on the needs of the District.  
30

- 31 a. **Posting:** All vacancies (including new positions) shall be reported to the  
32 Association and posted on the District website and in each building for a minimum  
33 of five (5) days.  
34
- 35 b. **Application for In-Building Internal Transfer:** When a vacancy occurs within a  
36 building, employees who are interested in changing assignments within their  
37 building must have completed and submitted an Internal Transfer form with their  
38 principal prior to February 1. Employees internally transferred shall be transferred  
39 only to a comparable FTE position. The request may include assignments that are  
40 not currently available. Internal transfer requests shall be considered prior to  
41 posting. If employees have failed to submit a request prior to the transfer  
42 deadlines, and a position is posted, they may apply following the District's ISO  
43 Human Resources procedure HRO-P001.  
44
- 45 c. **Application for District Vacancy:** When a vacancy has been determined, the  
46 position shall be posted for at least (5) working days to current employees and the  
47 public. A district employee who meets the certification, endorsement, and job  
48 posting requirements, and has an overall satisfactory/proficient evaluation from  
49 the previous year from may apply for the vacancy and shall be granted an



1 interview. If two or more district candidates are equally qualified, based on the  
2 current job posting, then seniority shall be the determining factor.  
3

4 **d. Duration of Transfer Request:** Internal transfer requests received by February 1  
5 will be considered for positions available between April 1 and five (5) days prior  
6 to the District Opening Day. When vacancies occur, applicants may apply at any  
7 time the vacancy is posted. If positions are created after the five (5) days prior to  
8 Opening Day, internal transfers shall be allowed for the first twenty (20) days each  
9 school year, provided that the employee seeking transfer filed an internal transfer  
10 request by February 1. Internal transfer requests are valid until twenty (20) days  
11 into the school year unless revoked by the employee prior to a position being  
12 offered.  
13

14 **e. Notice to Applicants:** All employees requesting a transfer to a vacancy or new  
15 position shall be notified within five (5) days of the employer filling the vacancy  
16 or new position. Such notification shall include a statement of acceptance or non-  
17 acceptance. If not accepted, the employee has the right to a conference with the  
18 HR Administrator to discuss the reasons for non-acceptance  
19

20 **4. Part-Time Employees:** As vacancies occur within the District, part time employees  
21 shall have equal application rights with outside applicants for an increase in  
22 contracted hours as they occur, provided they file an application with the HR  
23 Administrator. Part time employees will be considered as internal/external transfers  
24 to an equivalent FTE position.  
25

26 **5. Leave Replacement Employees:**  
27

28 **a. Definition:** Leave replacement employees are those employees who are hired to  
29 fill a vacancy created when another employee is on leave.  
30

31 **b. Benefits:** Leave replacement employees shall accrue seniority, receive the same  
32 benefits, accrue retirement credit and in all other manners receive the same  
33 treatment, privileges, and benefits as other employees of the bargaining unit,  
34 provided that they shall not receive a continuing contract.  
35

36 **c. Preference:** Leave replacement employees shall be granted an interview after  
37 filing a letter of interest and application with the HR Administrator for the leave  
38 replacement position, should it become vacant.  
39

40 **Section 3.E. Employee Protection**  
41

42 **1. District Insurance:** The District shall provide such insurance for the protection of  
43 employees as is required by RCW 28A.400.370. Such insurance shall be as follows:  
44

45 **a. Summary of Benefits:** Such insurance shall provide employees with insurance  
46 protection while engaged in the maintenance of order and discipline and the  
47 protection of school personnel, students and property. Such insurance must  
48 include as a minimum, liability insurance covering injury to persons and property,  
49 and insurance protecting the employee from loss or damage of personal property

1 while so engaged.  
2

- 3 **b. Property Loss:** The District shall insure employees against damage to or loss of  
4 their personal property necessarily used by the employee in the course of his/her  
5 employment, provided that such coverage shall be subject to a \$25.00 deductible  
6 and a \$750 maximum for each loss. To be eligible for coverage and reimbursement,  
7 the employee must have registered the property with the building principal or  
8 immediate supervisor and certify that such equipment is necessary for  
9 instructional purposes, and must have the approval of the building principal or  
10 immediate supervisor.  
11

12 The District shall notify the Association President of any changes in insurance  
13 coverage.  
14

- 15 **2. Threats:** Any employee who is threatened with physical harm by any person or group  
16 while carrying out assigned duties shall immediately notify the Superintendent and,  
17 if necessary, the appropriate law enforcement authority. This includes online threats,  
18 or any threatening communication through electronic text, photos or video.  
19 Immediate steps shall be taken by the Superintendent in cooperation with the  
20 employee to provide for the employee's safety. Steps may include notifying law  
21 enforcement, providing legal counsel and/or other earnest efforts. The  
22 Superintendent shall report precautionary measures for the employee's safety to the  
23 employee and the Association President at the earliest possible time.  
24
- 25 **3. Injury on the Job:** When an employee is injured on the job and is unable to perform  
26 his/her duties as a result of an on-the-job injury or occupational disease or illness, and  
27 is certified off work by a doctor, the employee may elect to use leave as follows:  
28
- 29 a. Choose unpaid leave thus receiving only his/her entitled temporary total  
30 disability (TTD) benefit payment from the Districts industrial insurance; or
  - 31 b. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit)  
32 in addition to their entitled TTD benefits; or
  - 33 c. Elect to use a proportionate share of accumulated leave to make up the difference  
34 between the workers' compensation payments and the employee's regular pay at  
35 the time of injury.  
36

### 37 **Section 3.F. Privacy**

38

- 39 **1. Information:** The District shall not provide personal information concerning  
40 employees, including names, addresses, phone numbers, etc. to any person not  
41 required by law, or to any commercial or charitable organization without specific  
42 employee approval or Association agreement.  
43
- 44 **2. Faculty Meetings:** Representatives of commercial concerns that do not represent the  
45 interest of the District shall not be permitted to attend and address faculty meetings.  
46

### 47 **Section 3.G. Harassment**

48

49 The District shall investigate and take appropriate disciplinary action when an employee

1 complains that he/she has been harassed or threatened by staff, students or parents  
2 (including sexual harassment). Following District investigation, the District shall give  
3 the employee a written report of findings relating to the accusation and of action taken.  
4

### 5 **Section 3.H. Drug-Free Workplace** 6

- 7 **1. Definition:** The Drug-Free Workplace Act of 1988 and Amendments of 1989 (P.L.  
8 100-690) (P.L. 101-226) (hereafter, the "Act") prohibits the unlawful possession, use or  
9 distribution of illicit drugs and alcohol in the workplace.  
10
- 11 **2. Procedure:** The District, in cooperation with the Association, shall satisfy the  
12 requirements of the Act by:  
13
- 14 **a.** Publishing a statement notifying employees that the Act prohibits the unlawful  
15 manufacture, distribution, dispensation, possession, or use of a controlled  
16 substance in the workplace and specifying the actions that will be taken against  
17 employees for violation of such prohibition, as more particularly described below.  
18
  - 19 **b.** Establishing a drug/alcohol-free awareness program to inform employees about;  
20
    - 21 i. The dangers of drug/alcohol abuse in the workplace.
    - 22 ii. The District's policy of maintaining a drug/alcohol free workplace.
    - 23 iii. Any available drug/alcohol counseling, rehabilitation, and employee  
24 assistance programs, and
    - 25 iv. The penalties that may be imposed upon employees for drug/alcohol abuse  
26 violations.
  - 27 **c.** Making it a requirement that each employee be given a copy of the statement by  
28 subparagraph (2a).  
29
  - 30 **d.** Notifying employees in the statement required by subparagraph (2a) that, as a  
31 condition of employment, the employee will;  
32
    - 33 i. Abide by the terms of the statement; and
    - 34 ii. Notify the District of any criminal drug/alcohol statute conviction for a  
35 violation occurring in the workplace no later than five (5) days after such  
36 conviction.
- 37 **3. Employee Rights:** Employees who are accused of reporting to work under the  
38 influence of illicit drugs, alcohol or controlled substances will be subject to and  
39 afforded the rights under Article III, Section 3.C (Right to Due Process and Just Cause).  
40
- 41 **4. Criminal Charges: Conviction and Dismissal:** In the event an employee is formally  
42 charged by law enforcement officials with a criminal drug/alcohol statute offense that  
43 violates the Act, the employee shall be suspended from service without pay until  
44 either criminal charges are dismissed or a conviction entered in the appropriate court.  
45 In the event the formal charges against the employee result in a conviction under any  
46 criminal drug/alcohol statute, such conviction shall be grounds for immediate  
47 personnel action up to and including termination, without compliance with Article  
48 III, Section 3.C (Right to Due Process and Just Cause). In the event charges are  
49 dismissed or an alleged violation does not result in a conviction, the employee will be

1 restored to full service with back pay.  
2

- 3 **5. Drug/Alcohol Addiction:** The Parties jointly recognize that drug/alcohol addiction  
4 is a treatable illness. It also is recognized that it is in the best interest of the employee  
5 and the Parties that these illnesses be treated and controlled under the existing  
6 Employee Assistance Program.  
7

8 Except for conduct that violates Subsection 1 and Subsection 4, the concern of the  
9 Parties is limited to drug/alcohol addiction that causes poor attendance and  
10 unsatisfactory performance on the job. The sole objective is to help, not harm, the  
11 employee. The Employee Assistance Program is designed for rehabilitation, not  
12 elimination or discipline of the employee.  
13

14 Any employee who participates in the Employee Assistance Program will be entitled  
15 to all of the rights and benefits provided to other employees who are sick, in addition  
16 to specific services and assistance that this program may provide, and all the  
17 protections of the Agreement.  
18

19 It shall also be the responsibility of the District to assure any drug/alcohol-addicted  
20 employee that a request for diagnosis or treatment will not jeopardize his/her job  
21 rights or job security. The District will respect the employee's rights to privacy,  
22 dignity, and security, and strict confidentiality will be observed at all times.  
23

### 24 **Section 3.I. Safe and Healthy Working Environment**

- 25
- 26 1. Employees shall not be expected to search for weapons or disarm students with  
27 weapons.  
28
  - 29 2. Employees may request the removal of students who create a severe disruption to  
30 the learning/teaching environment. Students may be re-admitted to the teaching  
31 site only after a meeting with the employee, principal, student and parent or  
32 guardian.  
33
  - 34 3. Employees shall be offered training in dealing with violence in the work place.  
35
  - 36 4. Matters relating to unsafe health or safety conditions will be reported to the building  
37 administrator.  
38
    - 39 a. The Parties will abide by the applicable safety standards set forth in the  
40 Washington Industrial Safety and Health Act.
    - 41 b. Acknowledgement by the administration of the issues will be made in writing  
42 within one (1) week.  
43
  - 44 5. If the employee has a health and/or safety concern, the situation will be brought to  
45 the attention of the building administrator. The building administrator will meet  
46 with the employee to review and discuss appropriate steps to take to address the  
47 concern. Responses will be in writing.  
48

1 **ARTICLE IV. EVALUATION AND PROBATION**

2  
3 **Section 4.A. Employee Evaluation – Purpose**

4  
5 The Parties agree that the following evaluation system for all employees in the  
6 bargaining unit is to be implemented in a manner consistent with good faith and mutual  
7 respect, and, as defined in WAC 392-191A-050:

- 8  
9 1. To acknowledge the critical importance of teacher quality in impacting student  
10 growth and support professional learning as the underpinning of the new evaluation  
11 system.  
12  
13 2. To identify, in consultation with classroom teachers, particular areas in which the  
14 professional performance is distinguished, proficient, basic or unsatisfactory, and  
15 particular areas in which the classroom teacher, needs to improve his/her  
16 performance.  
17  
18 3. To assist classroom teachers who have identified areas needing improvement, in  
19 making those improvements.  
20

21 **Section 4.B. Qualifications Of Evaluators**

22  
23 The term “**Evaluator**” shall mean the building principal of the employee being evaluated,  
24 provided that assistant principals and deans may serve under the direction of the  
25 building principal as evaluator. In the event the employee being evaluated does not work  
26 under the direct supervision of a building principal, a certificated administrator as  
27 designated by the Superintendent shall serve as evaluator. Such administrator shall be  
28 made known to the employee as his/her evaluator within ten (10) working days of the  
29 beginning of the school year.  
30

31 Principals and administrators who have evaluation responsibilities will engage in  
32 professional development designed to implement the evaluation system and maximize  
33 rater agreement. RCW 28A.405.120.  
34

35 **Section 4.C. Definitions**

- 36  
37 1. The term “**Artifacts**” shall mean anything in physical or virtual form that provides  
38 data. Artifacts could include notes from observed practice and products or results of  
39 a classroom teacher’s work that demonstrates knowledge and skills of the educator  
40 with respect to the four-level rating system.  
41  
42 2. The term “**Evidence**” shall mean any artifact used as part of the evaluation.  
43  
44 3. The term “**Classroom Teacher**” shall mean certificated staff with an assigned group  
45 of students for whom they provide academically focused instruction and/or grades.  
46 The term “classroom teachers” does not include Educational Staff Associates (e.g.  
47 speech language pathologists, OT, PT, nurses, psychologists), counselors, librarians,  
48 instructional coaches, and other bargaining unit members who do not meet this  
49 definition. Those bargaining unit members who do not meet this definition will

1 remain under the previous evaluation system, as defined in this Agreement.  
2

- 3 4. The term “**Component**” shall mean the sub-section of each criterion.  
4  
5 5. The term “**Instructional Framework**” means one of the approved instructional  
6 frameworks adopted by the Superintendent of Public Instruction to support the four-  
7 level rating system pursuant to RCW 28A.405.100. The Wenatchee School District  
8 Board of Directors has adopted the Marzano Teacher Evaluation Model. The Parties  
9 will incorporate the Marzano Teacher Evaluation Model Rubrics by State Criteria with  
10 Scales and Possible Evidence as the basis of the evaluation process.  
11  
12 6. The term “**Evaluation**” shall mean the ongoing process of identifying, gathering and  
13 using information to improve professional performance, and assess total job  
14 effectiveness.  
15  
16 7. The term “**Evaluation Criteria**” shall mean the minimum eight (8) evaluation criteria  
17 for classroom teachers specified in WAC 392-191-006, and that list of criteria set forth  
18 and made a part of this Agreement for Educational Support Staff Employees as  
19 included in Appendix E, for Librarians as included in Appendix F, and for Counselors  
20 as Appendix E.  
21  
22 8. The term “**Evaluation Report**” shall mean that document which becomes a part of the  
23 employee’s personnel file.  
24  
25 9. The term “**Mid-Year Self-Reflection**” shall mean a review of progress towards  
26 employee’s annual goals.  
27  
28 10. The term “**Not Satisfactory**” shall mean:  
29  
30 a. Provisional Teachers and Teachers with five (5) years or less teaching experience  
31 in the State of Washington:  
32  
33 ▪ Receiving a summative score of one (1) is not considered satisfactory  
34 performance.  
35  
36 b. Continuing Contract Teachers with more than five (5) years teaching experience  
37 in the State of Washington:  
38  
39 ▪ Receiving a summative score of Unsatisfactory (one (1)) is not considered  
40 satisfactory performance.  
41  
42 ▪ Receiving a summative score of Basic two (2), for two years in a row or two  
43 years within a consecutive three-year period, is not considered satisfactory  
44 performance.  
45  
46 11. The term “**Observation**” shall mean the gathering of evidence made through  
47 classroom or worksite visits, or other visits, work samples, or conversations that allow  
48 for the gathering of evidence of the performance of assigned duties, for the purpose

1 of viewing instruction and examining evidence over time based on the district  
2 adopted teacher evaluation model.

3  
4 **12.** The term “**Informal Observation/Walk-Through**” shall mean a documented  
5 observation that is not required to be pre-scheduled.

6  
7 **13.** The term “**Rubrics**” shall mean the descriptions of practice used to capture evidence  
8 and data and classify teaching and student growth using the evaluation criteria and  
9 the four-level rating system.

10  
11 **14.** The term “**Scoring Band**” shall mean the State adopted range of scores used to  
12 determine the final comprehensive evaluation summative score for a certificated  
13 classroom teacher.

14

15	Level 1	Unsatisfactory	=	8 – 14
16	Level 2	Basic	=	15 – 21
17	Level 3	Proficient	=	22 – 28
18	Level 4	Distinguished	=	29 – 32

19

20 **15.** The term “**Student Growth**” shall mean the growth in subject-matter knowledge,  
21 understandings, and/or skill between two points in time, in context of meeting  
22 standards/course requirements.

23  
24 For the purposes of S.G.3.2 and S.G.6.2, the following definitions shall apply:

25  
26 The percentage of students demonstrating growth on a minimum of two student  
27 growth measures shall be defined as:

28

29	Distinguished	=	90 – 100%
30	Proficient	=	60 – 89%
31	Basic	=	50 – 59%
32	Unsatisfactory	=	0 – 49%

33

34 **16.** The term “**Student Growth Data**” shall mean data that is relevant to the teacher and  
35 subject matter. Student growth data must be a factor in the evaluation process and be  
36 based on multiple measures that can include classroom-based, school-based, district-  
37 based, and state-based tools. Student growth data may include the teacher's  
38 performance as a member of a grade-level, subject matter, or other instructional team  
39 within a school. Student growth data may also include the teacher's performance as a  
40 member of the overall instructional team of a school.

41  
42 **17.** The term “**Summative Performance Ratings**” shall mean the four performance levels  
43 applied using the four-level rating system: Level 1 = Unsatisfactory, Level 2 = Basic,  
44 Level 3 = Proficient, and Level 4 = Distinguished.

45  
46

1 **Section 4.D. Evaluation Process**

2  
3 **Notification**

4  
5 Within the first ten (10) days of each school year, or, in the case of new employees  
6 hired after the beginning of the school year, within ten (10) days of hire, the teacher  
7 will be notified whether the teacher will be evaluated using a comprehensive or  
8 focused evaluation form. Where appropriate, evaluators may use group meetings for  
9 this purpose.

10  
11 **Section 4.E. Comprehensive Evaluation Option**

12  
13 A comprehensive evaluation will be required for all teachers who are provisional  
14 employees or who have received a level 1 or level 2 rating in the previous year. All  
15 continuing classroom teachers will be required to complete a comprehensive evaluation  
16 once every four years.

17  
18 **1. Student Growth Goals – Comprehensive Evaluation**

19  
20 Teachers on a comprehensive evaluation will develop two (2) student growth goals  
21 (3.1 and 6.1). The employee shall develop student growth goals with input from  
22 his/her evaluator prior to October 15th. Student growth goals that reinforce district  
23 or building goals are encouraged. Evaluators may not alter teachers' student growth  
24 goals for the year without the teacher's consent.

25  
26 **2. Pre-Observation Conference – Formal Observation**

27  
28 The teacher will complete a pre-observation form and then a pre-observation  
29 conference **may** be held prior to a formal observation or series of observations. A  
30 conference shall take place if either party requests it. The purpose of the pre-  
31 observation conference is to discuss the employee's goals, establish a date for the  
32 formal observation(s), and to discuss such matters as the professional activities to be  
33 observed, their content, objectives, strategies, and possible observable evidence to  
34 meet the scoring criteria.

35  
36 **3. Formal Observations**

- 37  
38 **a.** One of at least two (2) pre-arranged observations must be a formal observation  
39 and must be at least thirty (30) minutes in length. This observation shall be  
40 conducted within the first ninety (90) calendar days for provisional employees or  
41 by February 1<sup>st</sup> for non-provisional employees on a comprehensive evaluation. The  
42 total annual observation time cannot be less than sixty (60) minutes.  
43  
44 **b.** Employees in the third year of provisional status must be observed for an  
45 additional thirty (30) minutes, for a total observation time for the school year of no  
46 less than ninety (90) minutes.  
47  
48 **c.** If mutually agreed upon, the second thirty (30) minutes of required observation  
49 time may be broken into smaller time increments of at least ten (10) minutes each.



1 Only one pre-observation conference will be required for that series of  
2 observations.

- 3  
4 d. The evaluator will provide a written summary and provide a copy to the employee  
5 within three (3) days following the completion of said summary.  
6  
7 e. The teacher may provide additional evidence to aid in the assessment of the  
8 teacher's professional performance against the instructional framework rubric,  
9 especially for those criteria not observed in the classroom. The evidence provided  
10 by the teacher shall be incorporated on the negotiated form prior to the post-  
11 observation conference and be used to determine the final evaluation score.  
12  
13 f. The final formal observation shall occur prior to May 1<sup>st</sup>.

14  
15 **4. Post-Observation Conference – Formal Observation**

16  
17 The purpose of the post-observation conference is to review the evaluator's and  
18 teacher's evidence related to the criteria during the observation and to discuss the  
19 teacher's performance.  
20

21 A post-observation conference shall be held following a formal observation or series  
22 of observations. If the teacher and evaluator have mutually agreed to break the  
23 remaining thirty (30) minutes of observation into shorter time increments, only one  
24 post-observation conference will be required for that series of observations.  
25

26 If there is an area of concern, the evaluator will identify specific concerns for the  
27 applicable criteria and provide specific observable solutions to remedy the concern in  
28 writing. The teacher has the opportunity to attach written comments to the  
29 observation notes.  
30

31 **5. Informal Observations/Walk-Throughs**

- 32  
33 a. An informal observation/Walk-through is a documented observation that is not  
34 required to be pre-scheduled and is used for the purpose of gathering additional  
35 evidence.  
36  
37 b. Informal observations/walk-throughs do not have to be in the classroom. They  
38 may include, but is not limited to, department or collegial meetings and review  
39 of evidence and artifacts.  
40  
41 c. If the evidence is to be used in the evaluation process, the teacher will be  
42 notified.  
43  
44 d. Informal observations/walk-throughs must be a minimum of ten (10) minutes in  
45 length.  
46

47 **6. Mid-Year Self-Reflection**

48  
49 An opportunity will be provided to review the teacher's goals and make adjustments

1 if necessary. It is the intent of the Parties to complete this process during a designated  
2 Monday LID. The mid-year self-reflection will be optional if an opportunity is not  
3 provided.  
4

5 **7. Rating Evaluative Evidence**  
6

- 7 a. Formal observations will be rated in the electronic evaluation system.
- 8
- 9 b. In-formal observations and walk-throughs, used in the evaluation of the  
10 employee, will be rated if they are entered into the electronic evaluation system.  
11
- 12 c. Teachers will be notified via the electronic evaluation system when evidence is  
13 recorded.  
14
- 15 d. Teachers may respond in writing or in person to any evidence recorded.  
16

17 **8. Final Summative Evaluation Conference – Comprehensive Evaluation**  
18

- 19 a. Prior to June 10th the evaluator and teacher shall meet to discuss the teacher’s final  
20 summative score.  
21
- 22 b. Any student growth evidence must be submitted to the evaluator prior to the final  
23 evaluation. Any other evidence must be submitted to the evaluator by May 1<sup>st</sup>,  
24 unless the evaluator and teacher mutually agree to a later date.  
25
- 26 c. All evidence, measures and observations used in developing the final summative  
27 evaluation score must be a product of the school year in which the evaluation is  
28 conducted.  
29
- 30 d. The teacher will sign two (2) copies of the Final Summative Evaluation Report.  
31 The signature of the teacher does not, however, necessarily imply that the  
32 employee agrees with its contents. The teacher may attach any written comments  
33 to observations and to the final annual evaluation report as well.  
34

35 **9. Comprehensive Evaluation Summative Score**  
36

37 A classroom teacher shall receive a summative performance rating for each of the  
38 eight (8) state evaluation criteria. Each teacher’s criterion scores are established using  
39 at least 50% of the components from each criterion and 100% of the student growth  
40 components. The Summative Criteria Score is the sum of the eight criterion scores  
41 and is rated based on the summative scoring band, as follows:  
42

43	Unsatisfactory	=	8 – 14
44	Basic	=	15 – 21
45	Proficient	=	22 – 28
46	Distinguished	=	29 – 32
47			
48			

1 **10. Student Growth Impact Rating**

2  
3 Embedded in the instructional framework are five (5) components designated as  
4 student growth components. These components are embedded in criteria as SG 3.1,  
5 SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these  
6 components and the employee is given a score of low, average, or high based on the  
7 scores below.

8  
9 Upon completion of the overall summative scoring process, the evaluator will  
10 combine only the student growth rubric scores to assess the classroom teacher's  
11 student growth impact rating.

12  
13 The following scoring band will be used to determine the student growth impact  
14 rating.

15  
16

5 – 12	13 – 17	18 – 20
Low	Average	High

17  
18  
19  
20

21 **11. Impact of Low Student Growth Score**

22  
23 A student growth score of “1” in any of the student growth rubrics (SG3.1, SG3.2,  
24 SG6.1, SG6.2, SG8.1) will result in an overall low student growth impact rating.

25  
26 A classroom teacher with a preliminary rating of distinguished and with a low  
27 student growth rating will not receive an overall rating of higher than Proficient.

28  
29 Classroom teachers with a low student growth rating will engage, with their  
30 evaluator, in a student growth inquiry.

31  
32 **12. Student Growth Inquiry**

33  
34 Upon receiving a low student growth score an inquiry will occur and the evaluator  
35 will initiate the following steps as necessary:.

- 36  
37 a. The evaluator will examine additional student growth data in conjunction with  
38 the other student growth evidence previously provided.
- 39  
40 b. If the examination still results in a low student growth score, the evaluator will  
41 examine extenuating circumstances, which may include one or more of the  
42 following: goal setting process, content and expectations, student attendance,  
43 and/or extent to which standards, curricula, and assessments are aligned.
- 44  
45 c. If after the above two examinations, the classroom teacher still has a low student  
46 growth rating, the evaluator will create and implement a professional  
47 development plan to address student growth areas, a copy of which will be given  
48 to the teacher. This plan may include monthly conferences focused on improving  
49 student growth to include one or more of the following topics: student growth

1 goal revision, refinement and progress, and/or best practices related to student  
2 growth data collection and interpretation. The professional development plan to  
3 address student growth will be developed prior to September 15th.  
4

#### 5 **Section 4.F. Focused Evaluation Process**

6

7 If a non-provisional teacher has scored at Proficient or higher the previous year, they may  
8 choose to remain on the comprehensive evaluation or be evaluated using the Focused  
9 Evaluation. The teacher may remain on the Focused Evaluation for three (3) years before  
10 returning to the Comprehensive Evaluation.  
11

12 Teachers on the focused evaluation shall select one criterion from the eight (8) state  
13 criteria, and one component within the criterion as an area of focus. If a teacher desires  
14 to work towards a “distinguished” rating while on the focus cycle, the teacher will be  
15 expected to provide additional evidence and/or artifacts for all the components within  
16 the criterion, not seen in the observations.  
17

18 The chosen criterion for the focus evaluation may have been identified in the self-  
19 assessment or a previous comprehensive evaluation as benefiting from additional  
20 attention. The criterion shall be selected by the employee and mutually agreed upon by his/her  
21 evaluator.  
22

23 Teachers on a focused evaluation will develop student growth goals and timelines, and  
24 will monitor his or her progress, and make adaptations as needed. If criterion 3 or 6 is  
25 selected for evaluation, the student growth goal from the selected criterion must be used.  
26 If criterion 1, 2, 4, 5, 7, or 8 are selected the student growth goal must be either SG3.1 or  
27 SG6.1. The employee shall develop a student growth goal with input from his/her  
28 evaluator prior to October 15th. Student growth goals that reinforce district or building  
29 goals are encouraged. Evaluators may not alter teachers’ student growth goal for the year  
30 without the teacher's consent.  
31

32 An evaluator may move a teacher on a Focused evaluation to a Comprehensive  
33 evaluation for the duration of that school year, provided he/she has completed a formal  
34 observation prior to November 15th, he/she has communicated the reasons for the move  
35 to the teacher, and the teacher has had the opportunity to correct the issues. The move to  
36 a Comprehensive evaluation must be done prior to December 15th.  
37

#### 38 **1. Observation**

39

40 Classroom teachers will be observed for the purposes of focused evaluation at least  
41 twice each school year in the performance of their assigned duties.  
42

43 The total observation time for the school year will be no less than sixty (60) minutes  
44 for classroom teachers on the focused evaluation option.  
45

46 The evaluation of the certificated classroom teacher may include the observation of  
47 duties that occur outside of the classroom setting when appropriate.  
48

1 Required observations will be completed through informal observations. If the  
2 teacher/ evaluator requests a formal observation, the evaluator will schedule one.  
3 Informal observation are outlined in the Comprehensive Evaluation Process listed  
4 above in section 4.E., number 5.  
5 Teacher's/evaluator have the right to request up to two confidential meetings  
6 following observations to present additional evidence.  
7

## 8 **2. Final Summative Score – Focused Evaluation**

9

10 A summative score is assigned using the summative score from the most recent  
11 Comprehensive evaluation. This score becomes the Focus summative evaluation  
12 score for any of the subsequent years following the Comprehensive summative  
13 evaluation in which the certificated classroom teacher is placed on a Focused  
14 evaluation. Should a teacher provide evidence of exemplary practice on the chosen  
15 focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator,  
16 for that school year (will not carry forward).  
17

18 If a teacher desires to move from a proficient rating to a “distinguished” overall rating  
19 for the year, all components of the selected criteria must be assessed and scored.  
20

## 21 **3. Final Summative Evaluation Conference – Focused Evaluation**

22

23 Prior to June 10th the evaluator and teacher shall meet to discuss the teacher’s final  
24 summative evaluation.  
25

- 26 a. Any student growth evidence must be submitted to the evaluator prior to the final  
27 evaluation. Any other evidence must be submitted to the evaluator by May 1st,  
28 unless the evaluator and teacher mutually agree to a later date.  
29
- 30 b. All evidence, measures and observations used in developing the final summative  
31 evaluation must be a product of the school year in which the evaluation is  
32 conducted.  
33
- 34 c. Evidence collection should be gathered from the normal course of the employee's  
35 duties and shall not represent an additional workload created solely for the  
36 purpose of evaluation. The method for compiling and reviewing assessment data,  
37 evidence and artifacts will be mutually agreed upon by the teacher and the  
38 evaluator.  
39
- 40 d. The teacher will sign two (2) copies of the Final Summative Evaluation  
41 Report. The signature of the teacher does not, however, necessarily imply that the  
42 employee agrees with its contents. The teacher may attach any written comments  
43 to observations and to the final annual evaluation report as well.  
44

## 45 **Section 4.G. Provisional Employees**

46

- 47 1. **Definition:** The term "Provisional Employee" shall mean any employee in a teaching  
48 or other nonsupervisory certificated position. Provisional employees shall be subject  
49 to nonrenewal of employment contract as provided in RCW 28A.405.220 during the

1 first three years of employment, unless: (a) the employee has previously completed at  
2 least two (2) consecutive years of certificated employment in another school district  
3 in the state of Washington, in which case the employee shall be subject to nonrenewal  
4 of employment contract pursuant to RCW 28A.405.220 during the first year of  
5 employment; or (b) the employee has received an evaluation rating below level two  
6 (2) on the four-level rating system established under RCW 28A.405.100 during the  
7 third (3<sup>rd</sup>) year of employment, in which case the employee shall remain subject to the  
8 nonrenewal of the employment contract until the employee receives a level two (2)  
9 rating. This shall include any employee who is re-employed with the district after a  
10 break in service.

- 11
- 12 2. **Evaluation Option:** Provisional Employees shall be evaluated on a comprehensive  
13 evaluation in accordance with provisions listed in section 4.E. Comprehensive  
14 Evaluation Option.
- 15
- 16 3. **Ninety (90) day Observation:** Provisional employees shall be observed for thirty (30)  
17 minutes in the first ninety (90) calendar days.
- 18
- 19 4. **Additional Observations:** In the third year of provisional status, employees shall be  
20 observed for a minimum of ninety (90) minutes during the evaluation year.

21 **Section 4.H. Probation**

- 22
- 23 1. **Notice:** At any time after October 15<sup>th</sup>, an employee whose work is not judged  
24 satisfactory based on district evaluation criteria shall be placed on probation and  
25 notified in writing of the specific areas of deficiency and provided with a written  
26 reasonable program for improvement no later than January 20<sup>th</sup> of the academic year.  
27 The Superintendent/Designee shall sign the notice to the employee.
- 28
- 29 2. **Not Satisfactory:** Continuing contract teachers with four (4) or more years of teaching  
30 experience in the state of Washington receiving a summative score of one (1) are  
31 considered not satisfactory.
- 32
- 33 Continuing contract teachers with five (5) or more years of teaching experience in the  
34 state of Washington receiving a summative score of two (2) for two years in a row or  
35 two (2) years within a consecutive three-year period are considered not satisfactory.
- 36
- 37 Teachers may only be placed on probation from the Comprehensive Evaluation  
38 Process.
- 39
- 40 3. **No Transfers:** During the period of probation, the employee may not be transferred  
41 from the supervision of the original evaluator. Improvement of performance or  
42 probable cause for nonrenewal must occur and be documented by the original  
43 evaluator before any consideration of a request for transfer or reassignment as  
44 contemplated by either the individual or the school district.
- 45
- 46 4. **Probationary Period:** A probationary period of sixty (60) school days shall be  
47 established. Days may be added if deemed necessary to complete a program for

1 improvement and evaluate the probationer's performance as long as the probationary  
2 period is concluded before May 1\* of the same school year.

3  
4 5. **Purpose:** The purpose of the probationary period is to give the employee an  
5 opportunity to demonstrate improvement(s) in his/her areas of deficiency. The  
6 establishment of a probationary period does not adversely affect the contract status  
7 of an employee within the meaning of RCW 28A.405.200.

8  
9 6. **Regular Meetings and Assistance:** During the probationary period the evaluator  
10 shall meet with the employee twice monthly to supervise and make written  
11 evaluations of the progress made by the employee.  
12

13 The evaluator may authorize one additional certificated employee to evaluate the  
14 probationer and to aid the employee in improving his or her areas of deficiency.  
15 Should the evaluator not authorize an additional evaluator, the probationer may  
16 request that an additional certificated employee evaluator become part of the  
17 probationary process. This request must be implemented by including an additional  
18 experienced evaluator assigned by the ESD in which the school district is located and  
19 selected from a list of evaluation specialists compiled by the ESD, if available.  
20

21 The Association may bring in a consultant to assist the employee during the  
22 probationary period.  
23

24 An employee on probation may authorize an Association representative to  
25 accompany him/her at all conferences required in this section.  
26

27 7. **Removal:** The employee must be removed from probation if he/she has  
28 demonstrated improvement that results in a new comprehensive summative  
29 evaluation performance rating of Level 2 or above for a continuing contract employee  
30 with five or fewer years of experience or of Level 3 or above for a continuing contract  
31 employee with more than five years of experience. If the evaluator is satisfied that the  
32 employee should be removed from probation, the employee shall be notified in  
33 writing no later than May 15.  
34

35 8. **Failure to Improve:** If the probationary employee has not demonstrated satisfactory  
36 improvement in the area(s) of deficiency, the employee shall be notified in writing on  
37 or before May 15th of the lack of improvement along with specific documentation.  
38 Lack of necessary improvement constitutes grounds for finding probable cause for  
39 non-renewal pursuant to RCW 28A.405.210 or RCW 18A.405.300.  
40

41 Immediately following the completion of a probationary period that does not produce  
42 the required comprehensive summative evaluation performance ratings specified  
43 under section 4.E. above, the employee may be removed from his or her assignment  
44 and placed into an alternative assignment for the remainder of the school year. This  
45 reassignment may not displace another employee nor may it adversely affect the  
46 probationary employee's compensation or benefits for the remainder of the  
47 employee's contract year. If such reassignment is not possible, the District may, at its  
48 option, place the employee on paid leave for the balance of the contract term.  
49

1 9. **Procedural Errors:** If a procedural error occurs in the implementation of a program  
2 for improvement, the error does not invalidate the probationer's plan for  
3 improvement or evaluation activities unless the error materially affects the  
4 effectiveness of the plan or the ability to evaluate the probationer's performance.  
5

6 10. **Not Applicable to Provisional Employees:** The probation requirements contained in  
7 Section 4.H do not apply to provisional employees  
8

#### 9 **Section 4.I. Non-Classroom Teacher Evaluation**

10  
11 The following sections will apply only to speech language pathologists, OT, PT, nurses,  
12 psychologists, counselors, librarians, instructional coaches, and other bargaining unit  
13 members who do not meet the definition of classroom teacher.  
14

#### 15 **Section 4.J. Short Form Employees**

16  
17 1. **Definition:** The term "short form employee" shall be any employee who has been  
18 employed by the District for four (4) years with satisfactory evaluations. During  
19 subsequent years of employment short form employees will be required to complete  
20 a long form evaluation once every four years.  
21

22 2. **Frequency of Evaluation:** Short form employees shall be evaluated one (1) time per  
23 year. The evaluation shall be completed no later than June 1.  
24

25 3. **Observations:** Short form employees shall be observed for the purpose of evaluation  
26 at least one (1) time for a period of no less than thirty (30) minutes.  
27

28 4. **Negative Evaluation Bar:** The short form evaluation may not be used as a basis for  
29 determining that an employee's work is unsatisfactory, nor as probable cause for the  
30 nonrenewal of an employee's contract under RCW 28A.405.210 or RCW 28A.405.220.  
31 The short form evaluation may be used only in those cases where the evaluator  
32 reports "satisfactory".  
33

34 5. **Removal from Short Form:** The evaluator or the employee may require the use of the  
35 long form evaluation any time prior to the end of the first semester. A change to long  
36 form must be preceded by at least one (1) meeting to discuss the need to change, an  
37 opportunity for response and the decision. The change to long form evaluation must  
38 be completed prior to the end of the first semester.  
39

#### 40 **Section 4.K. Long Form Employees**

41  
42 1. **Definition:** The term "long form employees" shall be any provisional employee or  
43 employee who does not qualify for short form evaluation. The evaluator or employee  
44 may require the use of the long form evaluation at any time.  
45

46 2. **Frequency of Evaluation:** Long form employees shall be evaluated at least one (1)  
47 time each year, which evaluation shall be completed no later than June 1.  
48  
49



1 **3. Formal Observations:**  
2

- 3 • The first of at least two (2) pre-arranged formal observations for each employee  
4 shall be conducted within the first ninety (90) calendar days for provisional  
5 employees or by February 1st for non-provisional employees on long form. The  
6 total annual observation time cannot be less than sixty (60) minutes.  
7  
8 • Employees in the third year of provisional status must be observed for an  
9 additional thirty (30) minutes, for a total observation time for the school year of no  
10 less than ninety (90) minutes.  
11  
12 • If mutually agreed upon, the second thirty (30) minutes of required observation  
13 may be broken into smaller time increments. Only one pre-observation conference  
14 will be required for that series of observations.  
15  
16 • The evaluator will provide a written summary and provide a copy to the employee  
17 within three (3) days following the completion of said summary.  
18  
19 • The final formal observation shall occur prior to May 1st.  
20

21 **4. Post-Observation Conference – Formal Observation**  
22

23 A post-observation conference shall be held following a formal observation or series  
24 of observations. If the teacher and evaluator have mutually agreed to break the  
25 remaining thirty (30) minutes of observation into shorter time increments, only one  
26 post-observation conference will be required for that series of observations.  
27

28 If there is an area of concern, the evaluator will identify specific concerns for the  
29 applicable criteria and provide specific observable solutions to remedy the concern in  
30 writing. The teacher has the opportunity to attach written comments to the  
31 observation notes.  
32

33 **5. Informal Observations**  
34

- 35 1. a. An informal observation is a documented observation that is not required to be  
36 pre-scheduled. Additional informal observations may be necessary to collect  
37 additional evidence.  
38  
39 2. b. Informal observations do not have to be in the classroom. Department or  
40 collegial meetings may be used for Informal Observations.  
41  
42 3. c. If the evidence is to be used in the evaluation process, the teacher will be notified  
43 in writing.  
44

45 **Section 4.L. General Requirements**  
46

- 47 1. **Work Site Limit:** All observations for the purpose of evaluation must be conducted  
48 with the knowledge of the employee at the employee's normal work site.  
49

- 1 2. **Signatures:** The written observation report(s) and the written evaluation report(s)  
2 must be signed and dated by the observer and the evaluator respectively. Such  
3 reports are also to be signed and dated by the employee, provided that the employee's  
4 signature shall indicate only that he/she has received a copy of the observation  
5 and/or evaluation, not that he/she necessarily agrees with its content.  
6
- 7 3. **Copy and Response:** A copy of each observation shall be given to the observed  
8 employee within five (5) working days of the observation. A copy of the evaluation  
9 shall be given to the employee by June 1. Within ten (10) working days, the employee  
10 may submit written comments concerning the report which shall be attached to the  
11 report in the employee's file.  
12
- 13 4. **Principals' Yearly Evaluation Files:** The principals' yearly evaluation files shall be  
14 purged at the end of each school year or no later than June 30.  
15
- 16 5. **Surprise Bar:** Any item on the Evaluation Form that is marked with an  
17 "Unsatisfactory" must have been preceded with a written statement and/or formal  
18 conference with the employee in order to provide notice of the problem, specific  
19 suggestions for improvement, and reasonable time and opportunity for improvement.  
20

#### 21 **Section 4.M. Use of Evaluation Results**

22 Evaluation results shall be private and confidential and shall be used:

- 23 1. **To Document Satisfactory Performance:** To document the satisfactory performance  
24 by an employee of his/her assigned duties.  
25
- 26 2. **To Identify Areas for Professional Growth:** To identify area(s) for professional  
27 growth according to the criteria included on the evaluation instrument.  
28
- 29 3. **To Document Unsatisfactory Performance:** To document performance by an  
30 employee judged unsatisfactory, based on the adopted evaluation criteria.  
31
- 32 4. Instructional Coaches shall not be part of the evaluation of certificated staff.  
33  
34

### 35 **ARTICLE V. STAFF REDUCTION AND RECALL**

#### 36 **Section 5.A. Definitions**

- 37 1. The term "**layoff**" shall mean action by the Board reducing the number of employees  
38 due to economic reasons, or the financial inability of the District to continue its  
39 educational programs substantially at the same level for the next year. It does not  
40 refer to decisions to discharge, non-renew, or adversely affect an employee for cause.  
41
- 42 2. For purposes of this section, "**Seniority**" is defined in Section 1.A (Definition of  
43 Terms).  
44  
45  
46  
47  
48

1 **Section 5.B. Board Determination of Program**  
2

3 Prior to May 15, of each year, the Board shall, after providing opportunity for input from  
4 the Association, determine whether the financial resources of the District shall be  
5 adequate to permit the District to maintain its educational programs and services  
6 substantially at the same level for the next school year. If the Board determines that  
7 financial resources are not reasonably sufficient for the following school year, the Board  
8 shall adopt a modified educational program (MEP) and identify those employees who  
9 shall be retained to implement such an MEP, and those employees, if any, whose  
10 contracts shall not be renewed for the next school year. In the event the Board determines  
11 that financial resources shall not be sufficient to maintain the educational program at the  
12 same level, the Board shall notify the Association, in writing, of such determination as  
13 soon as possible thereafter.  
14

15 **Section 5.C. Criteria for Modified Educational Program (MEP)**  
16

17 If the District adopts a MEP, the following guidelines shall determine the programs and  
18 services to be retained, modified, or eliminated:  
19

- 20 1. **Legal Requirements:** The needs of the students, requirements for graduation,  
21 requirements for accreditation, and minimum program requirements under state  
22 laws and regulations.  
23
- 24 2. **Categorical Financing:** Where revenues are categorical and depend upon actual  
25 expenditure rather than budgeted amounts, the Board shall make every effort to  
26 maintain such programs to the limit of the categorical support, (e.g. vocational  
27 education, federally supported programs).  
28
- 29 3. **Maintenance of Pupil-Teacher Ratios:** Maintenance of pupil-teacher ratios at levels  
30 conducive to good learning climate. The severance of employees will be minimized  
31 to the extent possible.  
32
- 33 4. **Reduction in Expenditures:** Reduction in expenditures, where reasonable and not  
34 categorically funded, in capital outlay, supplies and materials, contractual services,  
35 and travel in an effort to retain as much of the basic educational program as possible  
36 within the resources available.  
37
- 38 5. **Transfer of Employees:** The District may transfer employees within the educational  
39 specialties for which they have proper certification/endorsement(s) according to the  
40 requirements of law.  
41

42 **Section 5.D. Selection of Employees**  
43

44 In adopting a MEP, which will require reduction, modification or elimination of positions  
45 involving employees, the employees required to implement the MEP shall be selected as  
46 provided below.  
47

- 48 1. **Attrition:** In an effort to eliminate unnecessary non-renewals or involuntary  
49 terminations, every reasonable effort will be made to determine the number of

1 certificated positions which will be open as a result of (a) voluntary or mandatory  
2 retirements; (b) normal resignations; (c) other transfers; and (d) leaves of absence.  
3

4 **2. Certification/Endorsement:** Employees retained to implement the MEP shall possess  
5 a valid Washington State certificate. An employee, to be eligible for retention by  
6 transfer, shall be qualified for the position being considered by virtue of education  
7 (college major or minor), teaching experience, or endorsement (WAC 181-79A).  
8

9 **3. Administrative Personnel:** In the implementation of the MEP, certificated  
10 administrative personnel who are placed back into the bargaining unit shall be  
11 granted seniority, which they earned as a non-administrative certificated employee.  
12

13 **4. Seniority:** If it is necessary to give notice of non-renewal to employees due to a  
14 reduced or MEP, the District shall prepare and distribute to the Association prior to  
15 implementation thereof, a list ranking each employee from the most to the least  
16 seniority. The list shall also include the employee's certification (i.e., K-12  
17 endorsements only).  
18

19 Layoff shall be by seniority. When more than one person qualifies for a particular  
20 position under this criteria, the employee with the greatest seniority within the  
21 District shall be retained.  
22

23 The seniority list shall be furnished to the Association by January 1 of each school  
24 year. In the event the District adopts a MEP, the District shall furnish the Association  
25 a seniority list based upon the teaching experience, and endorsement applicable to the  
26 MEP.  
27

28 **5. Seniority Tie Breakers:** If two (2) or more employees are found to have equal  
29 seniority in 4 above, the employee possessing the greatest number of hours beyond  
30 his/her BA degree shall be retained.

31 If two (2) or more employees still have equal seniority, an employee possessing a  
32 Master's Degree shall be retained over an employee who does not.  
33

34 If two (2) or more employees still have equal seniority, the selection shall be made by  
35 "lot".  
36

37 **6. Re-employment Pool:** Any employee receiving a notice of non-renewal of contract  
38 pursuant to these provisions shall be placed in a re-employment pool (hereafter  
39 "pool") and shall be considered for re-employment according to the criteria set forth  
40 herein, together with other personnel in the pool. The personnel file of any person so  
41 placed shall reflect that status, and all references to non-renewal of such an  
42 employee's contract shall be removed from his/her personnel file. Pool employees  
43 shall be granted credit for any education acquired during that year.  
44

45 The opportunity for re-employment from the pool shall continue for two (2) years  
46 following the school year during which notice of non-renewal was received, provided  
47 that such employee may withdraw from the pool by:  
48

49 **a.** Waiving his/her recall rights in writing,

- 1  
2     **b.** Resigning,  
3  
4     **c.** Failing to accept recall to the position that he/she held immediately prior to  
5         his/her layoff or to a position for which he/she is qualified;  
6  
7     **d.** Accepting employment under a regular certificated employee contract in any  
8         other school district during that year;  
9  
10    **e.** Failing to report to work in a position that he/she has accepted within ten (10)  
11         calendar days after receipt of the notice of recall unless such employee is sick or  
12         injured. Failure to return to work within ten (10) calendar days will be considered  
13         the resignation of said teacher; in the event the district employing an employee on  
14         a temporary basis will not release said employee within the contractual time-line  
15         established herein, the affected employee shall notify the District of his/her intent  
16         to return the following school year and remain in the pool and shall continue to be  
17         eligible for employment as specified in this Article.  
18  
19    **7. First Right To Refusal:** Members of the pool shall have the first right to refusal for  
20         long term (twenty (20) days or more) substitute positions for which they are qualified  
21         before any other person is offered such a position. Members of the pool shall be given  
22         first priority for substitute positions for which they are qualified.  
23

24    **Section 5.E. Recall**  
25

26    The District shall adopt a recall procedure which, when implemented, will insure that  
27    employees shall be recalled by greatest seniority, provided such employees can meet the  
28    criteria set forth in this Article.  
29

30    When a vacancy occurs for which any employee is qualified, notification from the District  
31    to such an employee shall be made by certified mail or personal contact by the  
32    Superintendent. Such employee shall have ten (10) employment days from the receipt of  
33    the letter or from the date of personal contact to accept the position.  
34

35    Each employee in the employment pool shall keep the District advised of his/her current  
36    address in order to retain eligibility for re-employment.  
37

38    **Section 5.F. Insurance**  
39

40    Employees will be offered continuation of coverage through COBRA, available to all  
41    separated employees.  
42  
43  
44  
45  
46  
47  
48

1 ARTICLE VI. INSTRUCTION

2  
3 Section 6.A. Academic Freedom

4  
5 All employees shall enjoy the right to pursue academic study and investigation free from  
6 interference and restraint. Employees shall be free to present instructional materials and  
7 to interpret facts and ideas concerning human society, the physical and biological world  
8 and other branches of learning within the planned instructional program and course of  
9 study as determined by the District's policy and administrative procedures, OSPI or the  
10 State Board of Education.

11  
12 Employees shall present controversial issues in an objective manner without interjecting  
13 their personal opinions on controversial or political issues. When presenting  
14 instructional materials, and interpreting facts and ideas, employees should encourage  
15 students to make their own judgments based upon all of the facts bearing on the issue  
16 and without the interjection of the personal opinions of the employees.

17  
18 The Parties encourage parents and others to visit district classrooms. Such visitors must  
19 have the approval of the principal prior to entering the classroom. The principal shall  
20 discuss the visit with the affected employee prior to allowing the visit.

21  
22 The Parties agree that the District's schools are not the appropriate forum for the  
23 expression of personal, religious or political views or for the militant advocacy of any  
24 particular cause or point of view.

25  
26 Section 6.B. Work Load and Class Size Provisions

27  
28 The District will make every attempt to maintain a reasonable workload. Whenever  
29 workload exceeds maximum limits, due to class size and/or class mix, the District shall  
30 make reasonable effort to reduce or balance the workload.

- 31  
32 1. **Loss of Funding:** If the legislature reduces state funding or in case of double levy  
33 failure, this section shall expire on July 1 of that year or be reduced by an amount  
34 equivalent to the funding loss. The District shall notify the Association of any changes  
35 sixty (60) days prior to taking any action in order to discuss possible impacts.  
36

1  
2  
3  
4

**2. Class Size Provisions:**

**a. BEA Class Size**

Class Size	Maximums (Exceeding these numbers triggers overload)
K-1	24
2-3	25
4-5	27
K-3 Combo	24
3-4 Combo	25
4-5 Combo	26
6-12 Core Classes*	<b>30</b> (if teaching 4 or more classes per day, daily load is 95% of total class periods taught times the class size)
6-12 P.E. & Tech Lab	<b>34</b> (if teaching 4 or more classes per day, daily load is 95% of total class periods taught times the class size)
6-12 (All other classes **excluding TA and Music)	<b>30</b> (if teaching 4 or more classes per day, daily load is 95% of total class periods taught times the class size)
K-5 Intervention Specialists ***	Daily load is 48 of non-computer based instruction

5  
6  
7  
8  
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10  
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13  
14  
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16  
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18  
19

\* The core classes are defined as science, mathematics, language arts, social studies, foreign language and healthy living.

\*\* Large group instruction settings such as, but not limited to, 6-12 music are excluded from the limits set out above. These numbers are maximums. The District should strive for lower levels whenever possible.

\*\*\* Non-computer based instruction will be provided by certificated staff and ancillary reading instruction (i.e.; Read Naturally and Imagine Learning, etc.) may be provided by qualified, trained para-professionals.

1 **b. Elementary Librarians:** Classified time for elementary librarians shall be assigned  
2 according to class sections per building as follows:

3		
4	14 Sections or less	300 hours per year
5	15–20 Sections	375 hours per year
6	21 Sections or more	450 hours per year
7		

8 An elementary teacher librarian’s maximum teaching sections are to be 80% of an  
9 equivalent specialist sections based on the building schedule. It is the goal to  
10 designate the remaining 20% of sections per week as “Library Management Time” in  
11 the library teacher specialist’s schedule. The intent is that this be accomplished  
12 without closing the library during the school day and library management time will  
13 not be less than 15%.

14  
15 **c. Partial FTE Employees:** Partial FTE employees will have a daily load  
16 commensurate with their FTE.

17  
18 **2. Class Size Overload Remedies:**

19  
20 Within the first ten (10) days of the start of school, the first ten (10) days of the  
21 second semester at the secondary level, or within the first ten (10) days from the  
22 time the overload occurred, the District shall make every effort possible to  
23 remediate a class size overload. Starting with day eleven (11), and for the  
24 remainder of the school year, if maximum contracted class size limit is exceeded  
25 the following shall occur:

26  
27 **a. Compensation:**

Teacher	Compensation
K-5 Classroom Teachers	\$13.00 per student, per day
6-12 Teachers	\$3.00 per student, per section/class period
K-5 Specialists	\$3.00 per student, per section/class period. When the number of sections taught by an elementary specialist exceeds 38 P.E. or music sections, or 30 library sections per week, this is defined as a specialists’ overload. Within two weeks the building principal shall meet with the HR Administrator to resolve, in a timely manner, the specialists’ overload. This remedy stands only for the year of overload.

28  
29 **b.** For K-5 and 6-12 Teachers who absorb students during testing or are thrown into  
30 overload during testing, the building Administrator will work with the teacher to  
31 identify support and /or resources for necessary testing.  
32  
33



1 3. **Class Size/Student Mix:** The District shall provide an allocation of funds for  
2 elementary school, middle school and high school building budgets to remedy class  
3 size and student mix problems. Overload remedies will be allocated from these funds  
4 as the first priority. The Learning Improvement Team shall allocate these funds for  
5 instructional assistance time, instructional materials, staff development training, relief  
6 of certificated duty time (i.e. playground, lunchroom or bus duty, etc.) or other  
7 creative solutions to assist in providing services to remedy class size and student mix  
8 problems.  
9

10 4. **Funding:** The building allocations shall be computed as follows:

11  
12 a. A district-wide pool shall be established based on the October 1 student FTE each  
13 year. Of this amount twenty-two dollars (\$22.00) per FTE student shall be  
14 allocated to the elementary schools, eighteen dollars (\$18.00) per FTE student shall  
15 be allocated to middle schools, sixteen dollars (\$16.00) per FTE student shall be  
16 allocated to Wenatchee High School, and twenty-two dollars (\$22.00) per FTE  
17 student shall be allocated to WestSide High School. The remainder of the district-  
18 wide pool shall be allocated to elementary schools using the following formula: A  
19 four thousand dollar (\$4,000) base amount to each elementary building, with the  
20 remainder allocated among those buildings using a formula weighted according  
21 to the relative percentages of FTE student enrollment, free and reduced lunch  
22 counts, bilingual student enrollment, and special education enrollment at each  
23 elementary building.  
24

25 b. All certificated staff will have access to basic supplies in each of the buildings they  
26 serve.  
27

28 **Section 6.C. Special Education**  
29

30 1. **Release Time:** Special education classroom teachers, including pre-school, who  
31 serve students on a daily basis and write IEP's, will be provided one day per year of  
32 release time. Such release time may be used in two (2) half days or one full day to  
33 either write IEP's or hold several IEP meetings. This time will be worked within the  
34 school setting. Special education employees need approval of their Principal and  
35 Director of Special Education prior to the use of such released time.  
36

37 2. **Per Diem Days:** Special education employees shall receive five (5) per diem days,  
38 paid on a time sheet, each year for the purpose of writing IEP's.  
39

40 3. **Licensure - Initial and Renewal:** Certificated staff who bill Medicaid, will have their  
41 required state licensure (initial and renewal) fully paid by the District.  
42

43 4. **Administration of WA-AIM:** Teachers who create and administer Special Education  
44 Portfolios (WA-AIM) shall be provided a one hundred dollar (\$100) stipend for each  
45 portfolio completed.  
46  
47

1 **5. Special Education Caseload:** Number of students requiring a written IEP or  
 2 evaluation. This includes students that are provided specially designed instruction or  
 3 related service at least weekly for services on the IEP or whom the educator is the case  
 4 manager.  
 5  
 6

<b>Caseload</b>	<b>Maximums</b> (Exceeding these numbers triggers overload)
Psychologist (may consist of one or more sites)	Any combination of General Education student caseloads up to 1200
SLP (may consist of one or more sites)	Any combination of student caseloads up to 50
OT/PT (may consist of one or more sites)	Any combination of student caseloads up to 45
Resource Teachers: Elementary Secondary	32 IEP's on a caseload 42 IEP's on a caseload
Alternative Program Teachers K-8 Communication Room 9-12 Communication Room/Transition House	18 IEP's on a caseload 10 IEP's on a caseload 16 IEP's on a caseload
Preschool Teacher	24 IEP students on caseload
Visually & Hearing Impaired	Any combination of student caseload up to 22

37 **6. Special Education Caseload Overload Remedies:**

38  
 39 Within the first ten (10) days of count day the District shall make every effort possible to  
 40 remediate a class size overload. Starting with day eleven (11), and for the remainder of  
 41 the school year, if maximum contracted class size limit is exceeded the following shall  
 42 occur:  
 43

44 If a Special Education staff member serving the Special Education Department exceeds  
 45 the caseload limits listed Section 6.C.5, the Director of Special Education shall meet with  
 46 the impacted employee(s) to review the caseload. Special Education staff members will  
 47 meet with the Director of Special Education to discuss the caseload. A good faith effort  
 48 will be made by all the parties to reach a resolution that will offer relief to the employee  
 49 and be fiscally sound for the District.

1 Remedy options are:  
2

- 3 a. Provide additional support to reduce workload
  - 4 b. Compensation
- 5

6 <b>Caseload Educator</b>	7 <b>Compensation</b>
8 Psychologist 9 (may consist of one or more 10 sites)	If more than 65 complete evaluations are exceeded on a yearly basis, a \$50 per additional evaluation stipend will be paid.
12 SLP 13 (may consist of one or more 14 sites)	If caseload limit is exceeded on a monthly basis, a \$50 per student, per month stipend will be paid
16 OT/PT 17 (may consist of one or more 18 sites)	If caseload limit is exceeded on a monthly basis, a \$50 per student per month stipend will be paid
19 Resource Teachers: 20 Elementary and Secondary	If caseload limit is exceeded on a monthly basis, a \$50 per student per month stipend will be paid
22 Alternative Program 23 Teachers and Preschool 24 Teachers	If caseload limit is exceeded on a monthly basis, a \$50 per student per month stipend will be paid
26 Visually and Hearing 27 Impaired	If caseload limit is exceeded on a monthly basis, a \$50 per student, per month stipend will be paid.

28  
29

30 **Section 6.D. Preparation Time:**

31  
32 Preparation time shall be used for professional activities, which support learning and  
33 teaching.

- 34
- 35 1. **Elementary:** The District shall provide preparation time to full-time elementary  
36 employees of not less than three hundred (300) minutes per week during the normal  
37 pupil day. Said time shall consist of at least 180 minutes in no less than six (6) thirty  
38 (30) minute sections. The balance of the 300 minutes must be met in no less than 15-  
39 minute increments.
- 40
- 41 2. **Secondary:** The District shall provide preparation time to full time secondary  
42 employees of one class period per school day.
- 43
- 44 3. **Specialists:** Specialists shall have preparation time comparable to other certificated  
45 staff.
- 46

- 1 4. **Duty Free**: Preparation time shall be travel and duty-free.
- 2
- 3 5. **Unassigned Time**: Unassigned time shall be used for learning and teaching activities
- 4 to the extent practicable. Every attempt should be made to minimize non-certificated
- 5 duties.
- 6
- 7 6. **Part-Time Employees**: Part-time employees shall be granted preparation time on a
- 8 pro-rated basis.
- 9
- 10 7. **Loss of Planning Time**: In the event the District experiences an emergency that would
- 11 require the scheduling away of planning time, the employee so affected shall be paid
- 12 an additional stipend equal to a proration of the employee's base salary.
- 13

#### 14 **Section 6.E. Student Discipline**

- 15
- 16 1. **Policies**: The Board shall develop and maintain student discipline policies that
- 17 establish general disciplinary rules and procedures. Such rules and procedures shall
- 18 be sufficiently flexible to permit employees to interpret and apply in the manner best
- 19 suited to their buildings and students.
- 20
- 21 2. **Distribution of Disciplinary Plan**: No later than September 15, of each school year,
- 22 the principal shall distribute to and review with employees, policies on student
- 23 discipline. This review shall provide ample opportunity for discussion of federal and
- 24 state laws concerning student discipline and employee's rights and responsibilities.
- 25
- 26 3. **Employee/Principal Responsibility**:
- 27
- 28 a. **Employee**: Every employee shall have the right and responsibility to maintain and
- 29 be held accountable for student behavior consistent with a good educational
- 30 atmosphere and in accordance with rules and regulations adopted by the State
- 31 Board of Education, District policy, and the building's disciplinary plan.
- 32
- 33 b. **Principal**: The Principal shall support and uphold employees in their efforts to
- 34 maintain discipline in accordance with rules and regulations adopted by the State
- 35 Board of Education, District policy, and the building's disciplinary plan.
- 36
- 37 4. **Referrals**: Whenever employees make written referrals for discipline, special
- 38 education, testing, or any other reason, a copy of such referral shall be given to the
- 39 principal. Principals shall assure that all such referrals shall be given a written
- 40 response in a timely fashion. Employees shall receive a formal response within three
- 41 (3) weeks of referrals for special education or other testing.
- 42

#### 43 **Section 6.F. Mentor Teacher**

- 44
- 45 1. **Purpose**: The District may provide a Mentor Teacher Program subject to State funding
- 46 for both new and experienced employees. The mentor teacher will be paid a stipend.
- 47 This program is intended for 1st and 2nd year teachers only.
- 48
- 49 a. The New Teacher Mentor Program, with appropriate funding, will include the

1 following:

- 2
- 3 (1) Mentors of new teachers will be paid a stipend to fulfill the list of mentoring
- 4 duties. The list of mentoring duties will be communicated to new mentors
- 5 in the fall of each school year.
- 6
- 7 2) Assist beginning employees to become familiar with district-adopted
- 8 curriculum, classroom technology, learning target, instructional materials,
- 9 behavior intervention system, instructional framework, teacher evaluation
- 10 and orientation to buildings, etc.
- 11
- 12 3) Help employees develop collegial relationships with other staff members.
- 13
- 14 4) Provide opportunities to discuss experiences in classroom management,
- 15 instructional strategies, seek new ideas, and to receive encouragement and
- 16 feedback.
- 17
- 18 5) Provide mentor teacher training.
- 19

20 b. The Experienced Employee Teacher Intervention Program shall be to provide:

- 21
- 22 1) All employees who are placed on probation will receive intervention
- 23 assistance as directed by the employee's written plan for improvement. The
- 24 employee and the principal shall determine who shall provide intervention
- 25 assistance to the employee in need.
- 26
- 27 2) Any other experienced employee has the opportunity to participate in the
- 28 intervention assistance program if approved by his/her principal after
- 29 reaching agreement upon the specific areas to be covered. First priority
- 30 shall be granted to those who are evaluated "unsatisfactory" or "Basic".
- 31

32 2. **Participation:** Staff new-to-the-profession will participate in the New Teacher Mentor

33 Program.

34

35 3. **Compensation:** Selected mentors shall be notified of a supplemental assignment and

36 paid according to the Appendix B.

37

38 4. **Evaluation:** No participating employee shall be subject to any additional evaluation

39 not set out in this agreement. A mentor teacher shall not in any way participate in, or

40 contribute to, the performance evaluation of a beginning teacher.

41

42 5. **Selection:** Principals will carefully select mentors from interested staff members

43 based upon:

44

45 a. Teaching experience in the subject matter or grade level of the beginning teacher,

46 if available;

47

48 b. Full time employment as a certificated staff member;

- c. Proficient evaluations for three years prior to selection;
- d. A valid teaching certificate, and;
- e. State grant guidelines and the mentor’s availability to participate in state- funded mentor teacher training.

**Section 6.G. Grading/ Report Cards**

1. **Grading:** Employees have the right and responsibility to determine grades and other evaluations of students in accordance with district performance standards and student assessments. No grade or evaluation shall be changed without the approval of the employee or the signature of the principal. Teachers will maintain current, within two weeks, online records of student grades.
2. **Report Cards:**
  - a. Report cards will go home per designated schedule on the district calendar.
  - b. No changes will be made to report card content, structure, or process after the beginning of the year.

**Section 6.H. Learning Improvement Team**

1. **Philosophy:** The Parties believe that it takes a relationship of trust, open communication and shared decision making to positively impact student learning. This process promotes and models democratic principles by providing a forum for building staff, management, and, when appropriate, parents and students to think, listen, reflect, and share perspectives. By focusing on student learning results and instruction the Learning Improvement Team (LIT) assists teams in building capacity for student achievement.
2. **Goals:** The goal is to improve learning and teaching by:
  - Improving student learning;
  - Providing better collaboration on educational decisions;
  - Placing the decision making closer to the learning and teaching process;
  - Creating an environment that listens, communicates and responds to student and staff needs;
  - Improving the work environment of administrators and staff which is the learning environment of students;
  - Meets Washington State guidelines for school improvement planning

1 **3. Membership:**  
2

3 Certificated staff will at least represent 75% of the LIT. All positions listed in all  
4 options below are three-year positions.  
5

6 **K-5**

7 Option #1 (Sunnyslope) 1 elected LIT member voted by the staff. 5  
8 selected Team Leaders, one must be a specialist.  
9 All non-elected will be selected by the principal  
10 through an interview process.

11  
12 Option #2 7 selected Team Leaders, one must be a  
13 specialist. All will be selected by the principal  
14 through an interview process.  
15

16 **6-8**

17 Option #1 3 elected LIT members, one must be a specialist,  
18 voted by the staff. All non-elected will be  
19 selected by the principal through an interview  
20 process.  
21

22 Option #2 1 elected LIT member voted by the staff. 7  
23 selected - 2 from each grade level from different  
24 content areas and 1 specialist. All non-elected  
25 will be selected by the principal through an  
26 interview process.  
27

28 Option #3 4 elected LIT members, 1 from each grade level  
29 and 1 at large, voted by staff. 4 selected LIT  
30 members, 1 from each grade level and 1  
31 specialist. All non-elected will be selected by the  
32 principal through an interview process.  
33

34 **9-12**

35 WestSide High School 4 elected Team Leaders, voted by staff.

36  
37 Wenatchee High School 8 elected LIT members, voted by staff. No  
38 elected member can serve as a Department  
39 Head and a LIT member simultaneously.  
40

41 **Programs**

42  
43 Valley Academy - WVTSC 2 elected LIT members, voted by staff.  
44

45 Pre-School 2 elected LIT members, one must be a specialist and  
46 1 selected Team Leader. All non-elected will be  
47 selected by the principal through an interview  
48 process.

1 The remaining participants will be made up of at least one principal, and may include  
2 up to 2 parents, 2 classified staff, and 2 students (high school only).  
3

- 4 **4. Term of Service:** Employees covered by this agreement shall serve a three (3) year  
5 term of office and are eligible for re-election at the end of their term. If an alternative  
6 option has been chosen, the terms of the current LIT members will end.  
7

8 The building principal and one other team member, selected annually by the LIT, shall  
9 be trained and act as co-facilitators.  
10

- 11 **5. Representation:** Each LIT team will determine and communicate how the building  
12 members will be represented.  
13

- 14 **6. Team Responsibilities:** The LIT team may make strategic and operational decisions  
15 at the building level. These decisions include but are not limited to:  
16

- 17 • Help to create, communicate, implement and monitor the school success plan.
- 18
- 19 • Analyze building data (instructional and behavioral) to support teams in making  
20 instructional and/or program decisions.
- 21
- 22 • Address Class mix issues
- 23
- 24 • Plan Learning Improvement Day activities
- 25
- 26 • Address Safety and Environment issues and implementation of district initiatives  
27 to ensure alignment with program design and instructional processes.
- 28
- 29 • Review requests and allocate LIT funds based on building priorities
- 30
- 31 • Gather and share feedback form constituents to the LIT team  
32

- 33 **7. Individual Responsibilities:** Each LIT member's responsibilities will include but are  
34 not limited to:  
35

- 36 • Attend all training sessions
- 37
- 38 • Attend all meetings or provide for a substitute in his/her absence
- 39
- 40 • Complete LIT "homework" such as reading journals, articles, and gathering  
41 feedback from constituents.
- 42
- 43 • Establish and communicate a process to seek feedback from all with his/her  
44 assigned constituency
- 45

- 46 **8. Process:** Each Learning Improvement Team shall:  
47

- 48 • Work on achieving building goals  
49



- 1 • Meet regularly in open meetings
- 2
- 3 • Post to the entire staff, agendas and minutes in a timely manner. The goal is that
- 4 the following timelines will be met:
- 5
- 6 ▪ agendas – three school days prior to meeting
- 7 ▪ minutes – within three school days after the meeting
- 8

9 **9. Limitations:** The Parties agree that each cannot set aside their legal responsibilities;  
 10 therefore, it is understood that unless variances are made, the LIT cannot change:

- 11 • State and Federal laws pertaining to education;
- 12
- 13 • Washington Office of Public Instruction Rules and Regulations;
- 14
- 15 • Wenatchee School Board policies and administrative regulations;
- 16
- 17 • The collective bargaining agreements between any of the employee groups and
- 18 the School Board.
- 19
- 20

21 **10. Variances:** Requests for variances shall be referred to the appropriate party for action  
 22 (i.e., WenEA Executive Board if the issue deals with the Agreement, School Board if  
 23 the issue deals with policy, etc.)and will follow the Variance Process

- 24 • It is clearly understood that these variances are not precedent setting system wide.
- 25
- 26 • The variances are temporary and are rescinded at the end of each contract year.
- 27
- 28 • The LIT shall report the implications, successes and failures of the variances to the
- 29 superintendent and the WenEA President.
- 30
- 31 • The Association and the HR Administrator mutually develop The Letter of
- 32 Agreement.
- 33
- 34 • Staff will evaluate the Learning Improvement Day program
- 35
- 36

37 **Section 6.I. Learning Improvement Days**

38

39 Shared Interest: We believe that student learning improves when staff has  
 40 time to plan and to train collaboratively.

41

42 Purpose: To address building and district-wide needs regarding  
 43 student learning.

44

45 Goal: To improve student learning through improved instructional  
 46 practice.

47

48 The Learning Improvement Days (LID's) shall be organized around the Washington State

1 Learning Standards, District/building initiatives, student academic and behavioral  
2 growth. All employees shall be involved in the Learning Improvement Days.

3  
4 All Learning Improvement Days will be ninety (90) minutes and will end thirty (30)  
5 minutes before the student day begins. LID start time will be two (2) hours before the  
6 student day begins. Learning Improvement Days are part of the regular workday and all  
7 employees shall attend. The contract day shall remain 7.5 hours.

8  
9 The District/WenEA bargaining teams will evaluate Learning Improvement Days each  
10 year.

- 11  
12 1. **District Days:** Under the leadership of the Superintendent the District shall direct  
13 these days.
- 14  
15 2. **Individual Planning Time:** Staff will work independently or in groups as determined  
16 by the individual.
- 17  
18 3. **Job Alike Days:** Under the leadership of the Superintendent, staff will meet in grade  
19 level or department/program or building teams, or as a district to address  
20 professional development needs specific to district initiatives, state requirements and  
21 compliance issues.
- 22  
23 4. **LIT Days:** Staff will determine learning improvement activities as facilitated through  
24 building Learning Improvement Teams (LIT's).
- 25  
26 5. **Collaboration Time:** Collaboration is a systematic process, in which people work  
27 together, interdependently, to analyze and impact professional practice in order to  
28 improve individual and collective student learning results.  
29
  - 30 • A team is a group of people (certificated staff and administrators) working  
31 interdependently to achieve a common goal focused on student learning for which  
32 members are held mutually accountable.
  - 33  
34 • A team is comprised of groups of teachers who teach the same content and / or elementary  
35 grade level.
  - 36  
37 • Any given teacher should not serve on more than two teams but could be a part of multiple  
38 groups.
  - 39  
40 • A team is self-managed by team members. The team will maintain norms and provide  
41 minutes and agendas to administrators for review. The time should be focused on the 4  
42 PLC questions – (1) What do we want our students to learn, (2) how will we know when  
43 they have learned it, (3) how will we respond when some students don't learn, (4) how will  
44 we respond when some students do learn.
  - 45  
46 • The District will allow collaborative teams to apply for clock hours-for all collaboration  
47 hours meeting the above criterion.
  - 48

- 1 • Administrators may re-direct the work to align with the following guidelines  
2

3 Collaboration may include but is not limited to:  
4

- 5 • Pacing Calendars  
6  
7 • Focus Standards/Scales  
8  
9 • Data Analysis / Intervention Planning  
10  
11 • Team Training Modules  
12  
13 • Creating/Scoring (Common Assessments)(Formative/ DBAs, CBAs),  
14  
15 • SMART Goals  
16  
17 • Sharing Best Practices  
18  
19 • Learning Targets/ Learning Goals  
20  
21 • Curriculum Vertical Alignment  
22  
23 • CIPP/Staff Plan Analysis Requested training  
24

25 90-Minute Collaboration Time - Designated days will be established for specialists' team  
26 meetings.  
27

- 28  
29 7. **Building Directed Days:** Under the leadership of the building administration, staff  
30 will meet to address building based topics and initiatives.  
31

32 **Section 6.J. Curriculum Adoption and Implementation Committee**  
33

34 Since the involvement of the employees is essential to effective curriculum development,  
35 each major curriculum adoption shall be conducted by a committee, which includes  
36 employee representation from each affected building. Grade level and subject area  
37 representation shall be appropriate to the curriculum area under review.  
38

39 **Section 6.K. Curriculum and Staff Development Time**  
40

41 The District and WenEA shall determine curriculum and staff development time. When  
42 this time occurs employees shall have the option of selecting one of the following; half-  
43 day per-diem pay or substitute release time. The purpose of this time shall be to improve  
44 student learning.  
45  
46

1 **Section 6.L. District Trainings and Required Sub Plans**

2  
3 District trainings will be six (6) hours in length in order to compensate for 1.5 hrs. of sub  
4 plan preparation, if a substitute is required. When a sub is not required, or the training  
5 is provided on a non-school day, district trainings will be seven (7) hours in length.  
6

7  
8 **ARTICLE VII. LEAVES**

9  
10 **Section 7.A. Definition of Leaves**

11  
12 The term “leave” shall mean any period of time during which an employee is absent from  
13 work under any of the criteria established in this Article.  
14

15 Leave benefits are not intended to extend beyond a 12-month period.  
16

17 **Section 7.B. Illness, Injury and Emergency (Sick) Leave**

18  
19 1. **Accumulation**: At the beginning of each school year, each full-time employee shall  
20 be credited with twelve (12) days of illness, injury, and emergency leave (hereafter  
21 “Sick leave”). Employees less than full-time shall be granted sick leave in the same  
22 proportion as their part-time contract bears to a full-time contract. Employees  
23 contracting with the District after the beginning of the fiscal year shall be granted sick  
24 leave on a pro-rated basis. Sick leave shall accumulate up to the maximum permitted  
25 by law and such accumulated time may be taken at any time during the employee’s  
26 work year. Sick leave is pro-rated based on time worked. No statement above shall  
27 be interpreted to deny leave benefits expressed elsewhere in this Article.  
28

29 2. **Use**:

30  
31 a. **Personal Illness or Injury**: The District shall grant sick leave to an employee when  
32 the employee is unable to perform duties because of personal illness or injury.  
33

34 b. **Maternity**: The District shall grant sick leave for pregnancy, childbirth and related  
35 temporary disability to employees to the extent the employee’s physician certifies  
36 the employee’s temporary disability. Employees requesting maternity leave shall  
37 notify the District as early as possible prior to the beginning of the leave and shall  
38 submit a written statement to the Human Resources Department to indicate the  
39 expected scheduled date of return at the time the leave is requested. If the date of  
40 return is expected to change prior to the return, employees shall notify the District  
41 within thirty (30) days of the scheduled return.  
42

43 In lieu of use of sick leave for maternity purposes, an employee may specify that  
44 all or part of the maternity leave be a leave without pay. Under such condition,  
45 such leave shall be granted.  
46

47 c. **Family Illness**: The District shall grant sick leave to employees in the event of  
48 illness within the immediate family of the employee. For purposes of this  
49 provision, immediate family shall mean spouse, parent, child, grandchild,

1 grandparent, sibling, or those of the employee's spouse, or others for whom the  
2 employee is legally responsible.  
3

4 d. **Emergency:** The District shall grant sick leave to employees in the event the  
5 employee has an emergency, defined as a problem that has been suddenly  
6 precipitated or is unplanned.  
7

8 3. **Sick Leave Exhaustion:** In the event an employee's accumulated sick leave is  
9 exhausted, but more sick leave is required by the employee pursuant to the provisions  
10 set out above, the employee may request and the District shall grant a leave without  
11 pay for the period of time needed to return to work or the end of the school year,  
12 whichever is sooner. The employee shall submit a written statement to the  
13 Superintendent of the expected duration of the leave at the time of request for the  
14 leave.  
15

16 4. **Annual Sick Leave Buy-Back Option:** Employees may cash in the previous year's  
17 accumulation of unused sick leave days above an accumulation of sixty (60) days at a  
18 ratio of one full day's pay for each four (4) days of accumulated unused sick leave  
19 (accumulated in the previous calendar year), in January of each year following any  
20 year in which a minimum of sixty (60) days of sick leave are accumulated. No  
21 employee may receive pay for sick leave accumulated in excess of one day per month.  
22

23 5. **Death or Retirement Sick Leave Buy-Back Option:** At the time of separation from  
24 district employment due to retirement, (as recognized by the Washington State  
25 Teacher's Retirement System, whether or not the employee was a participating  
26 member of the system) or death, an employee or his/her estate shall receive pay for  
27 accumulated but unused sick leave up to a maximum of one-hundred-eighty (180)  
28 days at a rate equal to one days per diem pay for each four (4) full days accrued leave  
29 for illness or injury.  
30

31 The monies paid pursuant to this provision shall not be included for the purpose of  
32 computing a retirement allowance under any public retirement system in the State,  
33 and shall be in accordance with the rules and regulations of the Superintendent of  
34 Public Instruction.  
35

36 6. **Leave Verification:** After an absence of three (3) consecutive days, the District will  
37 contact the employee to determine if the absence qualifies for coverage under State  
38 and Federal leave laws. The District may also request a verification of sick leave at  
39 any time if the District has reason to suspect possible abuse of sick leave. In addition,  
40 sick leave in excess of five (5) consecutive days must be verified by a physician or  
41 other suitable proof, if requested by the District.  
42

43 7. **Notice of Use:** An employee who knows in advance that he/she will be absent shall  
44 notify his/her principal as soon as possible to insure proper planning for a substitute.  
45

46 8. **Sick Leave Sharing:**

47 a. **Approval:** Employees requesting sick leave sharing must be granted  
48 approval from Human Resources and the Association Executive Board  
49

1 based on criteria stated in WAC 357-31-380 through WAC 357-31-455.  
2

3 b. **Right to Donate:** Employees may donate Illness, Injury, Personal and  
4 Emergency leave to another employee subject to the following:  
5

6 a) Any donating employee may be allowed to grant any specified amount  
7 up to ten (10) days of leave (provided that the donating employee's sick  
8 leave account does not fall below twenty-two (22) days) during any  
9 twelve (12) month period.  
10

11 b) An employee may receive shared leave under this provision if:  
12

13 1. the employee suffers from, or has a relative or household member  
14 suffering from an illness, injury, impairment, or physical or mental  
15 condition which is of an extraordinary or severe nature;  
16

17 2. the employee has been called to the uniformed services; or  
18

19 3. a state of emergency has been declared anywhere within the United  
20 States by the federal or any state government and the employee has  
21 needed skills to assist in responding to the emergency or its  
22 aftermath and volunteers his or her services to either a governmental  
23 agency or to a nonprofit organization engaged in humanitarian relief  
24 in the devastated area, and the governmental agency or nonprofit  
25 organization accepts the employee's offer of volunteer services; or  
26

27 4. the employee is a victim of domestic violence, sexual assault, or  
28 stalking; or  
29

30 5. the employee needs the time for parental leave, as defined below; or  
31

32 6. the employee is sick or temporarily disabled because of pregnancy  
33 disability, as defined below; and  
34

35 7. the employee's illness, injury, impairment, condition; call to service,  
36 emergency volunteer service, or consequence of domestic violence,  
37 sexual assault, or stalking, has caused, or is likely to cause, the  
38 employee to go on leave without pay status, or terminate  
39 employment.  
40

41 c) An employee receiving such leave sharing transfer under paragraphs 1  
42 and/or 2 above must have depleted or will shortly deplete his or her:  
43

44 1. accumulated sick leave, if he or she qualifies under paragraph 1  
45 above; or  
46

47 2. paid military leave allowed under RCW 38.40.060 if he or she  
48 qualifies under paragraph 2 above.

- 1  
2 d) An employee receiving such leave sharing transfer under paragraphs 5  
3 or 6 above must have depleted or will shortly deplete his or her  
4 accumulated sick leave. However, the employee is not required to  
5 deplete all of his or her sick leave and can maintain up to forty (40) hours  
6 of sick leave in reserve.  
7  
8 e) Staff members receiving workers' compensation are not eligible to  
9 receive leave sharing.  
10  
11 c. **Definitions:** The following definitions apply to shared leave:  
12  
13 a) For purposes of this section, "parental leave" as used in paragraph 5  
14 above means leave to bond and care for a newborn child after birth or  
15 to bond and care for a child after placement for adoption or foster care,  
16 for a period of up to sixteen (16) weeks after the birth or placement.  
17  
18 b) For purposes of this section, "pregnancy disability means a pregnancy-  
19 related medical condition or miscarriage.  
20  
21 d. **Status of Leave Employees:** While an employee is on leave transferred  
22 under this section, he or she shall be classified as an employee and shall  
23 receive the same treatment in respect to salary, wages, and employee  
24 benefits as the employee would normally receive if using accrued sick  
25 leave. Payment of sick leave shall be in accordance with state statutes, rules  
26 and regulations.  
27

### 28 **Section 7.C. Bereavement Leave**

29  
30 Up to five (5) days per year shall be granted per occurrence with pay for bereavement  
31 due to the death of a relative.  
32

33 One (1) day of bereavement leave with pay shall also be granted for bereavement of  
34 friends and professional acquaintances.  
35

36 Bereavement leave may be granted by the District in addition to the five (5) days specified  
37 above in unusual cases where extreme hardship is evident or extensive travel is  
38 necessary. Up to five (5) additional days may be taken under this provision and will be  
39 deducted from employee's sick leave.  
40

### 41 **Section 7.D. Personal Leave**

42  
43 The District shall grant employees three (3) days of fully paid personal leave each year.  
44 Employees less than full-time shall be granted personal leave in the same proportion as  
45 their part-time contract bears to a full-time contract. Employees contracting with the  
46 District after the beginning of the fiscal year shall be granted personal leave on a pro-  
47 rated basis. Notice of such request shall be made at least one week in advance to the  
48 building principal, except for unexpected emergencies.  
49

1 Employees requesting personal leave for use in conjunction with a holiday or  
2 Thanksgiving, Winter and Spring Breaks must request such leave no later than thirty (30)  
3 days in advance.

4  
5 No more than six (6) employees from Wenatchee High School or two (2) employees in  
6 any other school building shall be authorized such leave without approval of the  
7 Superintendent or designee.

8  
9 An employee may carry forward personal leave day(s) each year to the following year(s)  
10 to a maximum of five (5) days, These days may be used individually or in combination  
11 to a maximum of five (5) days at any one time.

12  
13 Employees who have twenty (20) or more years of experience will earn an additional one  
14 (1) day of fully paid personal leave, per year. Twenty (20) year employees may  
15 accumulate no more than five (5) days, of personal leave and can use them as outlined in  
16 the paragraph above.

17  
18 More than five (5) days cannot be accumulated; any days beyond five (5) will be forfeited.

19  
20 If an employee has unused personal days at the end of the school year, that would  
21 otherwise be forfeited, the employee will receive a \$200 per day cash out. The Association  
22 will vote annually to decide whether this cash out amount will be deposited into a VEBA  
23 account or paid through payroll. If the Association elects VEBA cash out, the employee  
24 must enroll in a VEBA account. If an employee fails to enroll in a VEBA account and the  
25 district sends the money to VEBA, the benefit will be forfeited. Employees must enroll  
26 in or activate a VEBA account by June 30<sup>th</sup>.

27  
28 If the Association does not elect the VEBA option for the year, the employees will be paid  
29 \$200 per personal leave day, that would otherwise be forfeited. Personal leave cash out  
30 both VEBA and payroll will be paid in August of each year.

31  
32 **Section 7.E. Family and Disability Leave (Family and Medical Leave Act of 1993)**

33  
34 1. **Purpose:** Employees shall have the option of choosing Illness, Injury and Emergency  
35 Sick Leave, Child Rearing Leave contained herein or Family Leave.

36  
37 **Caveat:** Employees should be aware that the use of Family Leave could result in  
38 employee exhausting all accrued sick leave. Employees may use sick leave prior to  
39 beginning unpaid FMLA leave.

40  
41 2. **Eligibility:** Employees are eligible if they have worked for at least one year and for  
42 1,250 hours over the previous twelve (12) months.

43  
44 3. **Usage:** Employees shall be provided twelve (12) weeks of unpaid leave during a  
45 twelve (12) month period for any of the following reasons:

46  
47 a. To care for the employee's child after birth or after an adoption;

48  
49 b. To care for the employee's spouse, child, or parent who has a serious health



1 condition; or  
2

3 c. For a serious health condition that makes the employee unable to perform the  
4 employee's job.  
5

6 4. **Notification:** The employee shall provide the District and their supervisor thirty (30)  
7 calendar days advance, written notice of his/her intent to use Family Leave when the  
8 need for the leave is foreseeable. The District may require medical certification to  
9 support a request for leave because of a serious health condition, and may require  
10 second or third opinions (at the District's expense) and a fitness for duty report to  
11 return to work.  
12

13 5. **Job Benefits and Protection:** The District shall insure the following provisions:  
14

15 a. Maintain the employee's health coverage during the duration of Family Leave;  
16

17 b. Grant, at the employee's request, his/her usage of accrued sick leave prior to  
18 his/her going on unpaid Family Leave;  
19

20 c. Grant the employee his/her previous position, or equivalent position with  
21 equivalent pay, upon return from Family Leave; and  
22

23 d. Maintain any employee benefits that accrued prior to the start of Family Leave.  
24

#### 25 **Section 7.F. Adoption Leave**

26  
27 In addition to the adoption leave provided by the Family Leave Act, all employees shall  
28 be provided five (5) days of paid leave, upon the adoption of the child, for relocating and  
29 transporting the child and/or to finalize the adoption process.  
30

#### 31 **Section 7.G. Child Rearing Leave**

32  
33 An employee may, upon request, be granted a leave without pay of up to one (1) year for  
34 dependent childcare, provided that both parents shall not be granted such leave at the  
35 same time. Upon return from such leave the employee shall be reinstated in a position  
36 equivalent to the position held immediately prior to taking the leave, provided that  
37 he/she notify the District in writing prior to February 1 of his/her intent to return to  
38 work.  
39

#### 40 **Section 7.H. Teacher's Role as a Parent:**

41 The District values families of employees and encourages parent involvement in our  
42 schools. Employees who have children attending another school in the WSD, may be  
43 granted leave in hourly increments to attend their child's parent-teacher conference,  
44 special awards assemblies, plays and special events during the school day, sporting  
45 events, other events approved by their principal.  
46

47 a. As a professional courtesy, no later than two days' notice in advance of the event,  
48 the employee will work with their principal to find coverage of their class(es) within  
49 the building.

- 1  
2 b. Employees will work with their principal/ director to find a solution.  
3  
4 c. If an employee gives up a prep time to cover an absence, compensation shall be  
5 provided as outlined in Section 6.D.  
6

### 7 **Section 7.I. Jury Duty and Subpoena Leave**

8

- 9 1. **Jury Duty:** The District shall grant a leave of absence with pay for jury duty. Any  
10 compensation for jury duty performed on contracted days that is above actual  
11 expenses shall be deducted from the employee's salary. The employee shall promptly  
12 notify the District when notification to serve on jury duty has been received. The  
13 District may allow employees to retain their jury earnings without deduction, as the District  
14 deems appropriate.  
15
- 16 2. **Subpoenas:** The District shall grant a leave of absence with pay when an employee  
17 is subpoenaed to appear in court on school related matters; provided, however, that  
18 the employee so subpoenaed shall determine and notify the District of the number of  
19 days required for court appearance. This Leave is limited to those days for which the  
20 employee is under subpoena. Such leave shall not be granted when the employee is  
21 a party in the court proceeding unless the Superintendent approves leave.  
22

### 23 **Section 7.J. Long Term Leave**

24

25 The District may grant a leave of absence up to one (1) school calendar year (September  
26 to June), without pay to an employee. No employee benefits or increments shall accrue  
27 during such leave of absence. Upon return to the district, the employee shall be entitled  
28 to re-employment within the district at whatever position may be available for which the  
29 employee is qualified, provided that the employee gives notice of intent to seek re-  
30 employment not later than, February 1, of the year in which the employee is on leave of  
31 absence. Once an employee returns from said leave, the employee may not apply for  
32 another long term leave for a period of three (3) years.  
33

### 34 **Section 7.K. Military Leave**

35

36  
37 Employees who belong to a National Guard or United States military reserve  
38 organization shall be granted leave of absence in accordance with RCW 38.40.060.  
39

### 40 **Section 7.L. Association Leave**

41

- 42 1. **Released Time President:** The President shall be granted full time (1.0) release of  
43 his/her work year.  
44

45 The District shall make salary and all other benefit payments to and on behalf of the  
46 President on released time as if he/she were not on released time, provided that the  
47 Association shall reimburse the District for those salary and insurance costs.  
48 Retirement benefits shall be in accordance with the rules and regulations of the

1 Department of Retirement Systems.  
2

3 The President shall be returned to his/her former position upon completion of  
4 his/her term of office.  
5

- 6 2. **Association Business:** In addition, the Association shall be permitted a total of fifty  
7 (50) employee days of Association leave. Leave days shall be full or half FTE days, if  
8 a substitute is actually used. Leave days at the District direction and /or initiation shall  
9 not count towards this annual limit.

10  
11 Request for leave in this Section must be made in writing to the Superintendent  
12 and/or designee at least three (3) days before the day of the requested leave, unless  
13 the three-day notice is waived by the Superintendent and/or designee. Written  
14 requests shall be routed through the principal or appropriate supervisor. Any  
15 employee requesting such leave shall prepare and provide the substitute with  
16 adequate lesson plans and instructions.  
17

18 Such leave shall be without loss of pay, provided that the Association shall reimburse  
19 the District for all substitute costs.  
20

- 21 3. **Indemnification:** The Association shall indemnify and hold the District harmless  
22 against any claim made and any suit related to the granting of Association leave. The  
23 Association shall have the right to select counsel in the defense of any suit resulting  
24 from the granting of Leave under this Section. The District agrees not to bring suit to  
25 invalidate this Section.  
26

## 27 **ARTICLE VIII. FISCAL MATTERS**

### 28 **Section 8.A. Salary**

29  
30 All employees shall be paid in accordance with their placement on the Wenatchee Salary Schedule,  
31 which is attached to and made a part of this Agreement as Appendix A. The rules associated with  
32 the former State Allocation Model (SAM) will be used for initial placement and movement on the  
33 Wenatchee Salary Schedule. For the 19-20 school year, the Wenatchee Salary Schedule will  
34 increase by CPI or state allocation increase (IPD) for certificated instructional staff as a percentage,  
35 whichever is higher.  
36

#### 37 **1. Required Certificates:**

- 38  
39 a. In compliance with WAC 180-79, employees who have not acquired a continuing  
40 certificate prior to August 31, 1987, shall be assigned in their endorsed levels and  
41 areas.  
42 b. All employees shall provide proof of certification for the position for which they  
43 are hired as required by State law, at the commencement of the school year.  
44

#### 45 **2. Initial Placement on Salary Schedule:**

- 46  
47 a. To qualify for initial placement on the Wenatchee salary schedule (Appendix A),  
48 all employees must file official transcripts of college credits with the HR

1 Administrator before individual contracts can be validated.  
2

3 b. Placement on the appropriate step for teaching experience shall be based upon full  
4 credit for all previous teaching experience within the limitations of the Wenatchee  
5 Salary Schedule.  
6

7 c. Military service experience prior to September 1, 1976, shall be granted experience  
8 credit at the rate of 1/2 year for each full year of active duty service to a maximum  
9 of two (2) years' experience credit. Employees with three (3) years of military  
10 experience shall be granted two (2) years' experience credit. No other military  
11 service experience credit shall be recognized.  
12

13 d. Clock hours and in-service credits that meet State Board of Education approval  
14 standards for clock hour and/or in-service credit shall qualify for credit for the  
15 purpose of advancing on the Wenatchee Salary Schedule. Ten (10) clock hours of  
16 in-service shall be equal to one (1) quarter university credit.  
17

18 3. **Date of Professional Credit:** Classification on the Wenatchee salary schedule is for  
19 the full contract year. No change in classification shall be made for professional  
20 credits earned except as hereafter provided.  
21

22 a. Employee salaries shall be adjusted, as of the beginning of the contract year, for  
23 professional credits earned prior to October 1, provided that notice is given on or  
24 before October 1.  
25

26 b. Proof of credits earned shall be by official college transcript or certificate of clock  
27 hours provided that official grade notice or other suitable proof may be  
28 temporarily substituted.  
29

30 c. The employee shall be notified of any salary adjustments once official verification  
31 is completed.  
32

33 4. **Experience Advancement:** Each employee shall advance in accordance with the  
34 Wenatchee Salary Schedule.  
35

### 36 **Section 8.B. Supplemental Assignments Salary Schedule**

37

38 Supplemental assignments shall be paid in accordance with the employee's placement on  
39 the Supplemental Assignment Salary Schedule that is attached to and made a part of this  
40 Agreement as Appendix B.  
41

### 42 **Section 8.C. Compensation Rates**

43

#### 44 1. **Certificated Rate: A set hourly rate of \$37.50 per hour**

45

46 The District, individual employees or groups of employees may originate curriculum,  
47 staff development, collaboration outside the school day, and committee work. Such  
48 development and compensation must have the approval of the District prior to  
49 implementation and compensation. This work will be paid at certificated rate.

1 **2. Per Diem Rate:**  
2

3 Per Diem is the hourly rate of the employee based on salary schedule placement. Per  
4 Diem is paid as bargained by the District and the Association or when a teacher is  
5 engaged in instruction of students outside of their regular assignment.  
6

7 **3. Curriculum, Staff Development and Committee Work:**  
8

9 Any curriculum, staff development, or committee work initiated by individual  
10 employees or groups of employees must have the approval of the District/building  
11 prior to implementation and compensation. This work will be paid at certificated rate.  
12

13 **Section 8.D. School Nurses' Salaries**  
14

15 Nurses who are Educational Staff Associate (ESA) certified pursuant to WAC 180-79-125  
16 shall be placed on the Employee Salary Schedule.  
17

18 **Section 8.E. Salary Payment**  
19

20 All employees shall be paid in twelve (12) monthly installments. Each check shall contain  
21 1/12 of the contracted salary. All salary payments shall be made on the last day of the  
22 month. If the last day falls on a Saturday or a Sunday, payment shall be made on the  
23 previous Friday. All employees shall be enrolled in the District's direct deposit plan. All  
24 salaries will be deposited directly to each employee's bank account.  
25

26 **Section 8.F. Payment and Leave Calculation Errors**  
27

28 In the event of a mistake in payment or leave calculation resulting in underpayment of  
29 salary, computer corrections shall be made on or before the 15th of the next month. When  
30 an overpayment in salary is made, the District and the employee involved shall mutually  
31 determine the manner of repayment.  
32

33 **Section 8.G. Per Diem Days**  
34

35 **1. Per-Diem Days:**  
36

37 Additional per diem days may be added into this category for responsibilities above  
38 and beyond basic education.  
39

40 **2. District Per Diem Days:**  
41

42 In the 18-19 school year, the equivalent of six (6) workdays shall be made available to  
43 each employee for district-directed training. In the 19-20 school year, the equivalent  
44 of six (6) workdays shall be made available to each employee: five (5) workdays for  
45 district directed training, and one (1) workday will be designated for team  
46 collaboration time. Employees who attend shall be compensated at per diem. Time  
47 sheets for district per diem days worked in August must be received by Payroll no  
48 later than September 10.  
49

1 **3. Loss of Funding:**  
2

3 All per diem days are funded by State allocations and special levy funds. In case of  
4 double levy failure or a cutback in state funding, this section shall expire on July 1 of  
5 that year and the District and the Association agree to bargain the continuation of  
6 funded Per Diem Days and Additional Time Worked day.  
7

8 **Section 8.H. Early Notice Benefit**  
9

10 **Retirement:** If an employee (full or part time) notifies the Human Resources Office in  
11 writing prior to the last regular Board meeting in January of the employee's retirement at  
12 the end of the school year, the employee shall receive a supplemental contract for five (5)  
13 days of per diem pay. The employee must be eligible for Washington State retirement to  
14 receive this benefit. Scheduling of the supplemental days will be mutually agreed upon  
15 with the principal and coordinated with Human Resources.  
16

17 **Resignation/ Recognition of Service:** If an employee (full or part time) notifies the  
18 Human Resources Office in writing prior to the last regular Board meeting in January of  
19 the employee's resignation at the end of the school year, the employee shall receive a \$500  
20 stipend payable in June of the resigning year.  
21

22 Employees who have served in the Wenatchee School District for twenty (20) consecutive  
23 years, shall be recognized as part of the district celebration.  
24

25 **Section 8.I. Extended Season Stipend**  
26

27 Employees on activity stipends required to provide interscholastic services beyond their  
28 normal service shall receive an additional stipend amount of 5.0% times their regular  
29 stipend amount for each week beyond their normal service. The additional stipend  
30 amount shall not exceed 20.0% of their stipend.  
31

32 **Section 8.J. Professional Growth Reimbursement**  
33

34 A contract year is September 1 through August 31. Requests for transcript must be  
35 received by the Human Resources Department prior to September 15 of the following  
36 school year. Professional growth reimbursement requests must be received by  
37 September 30 of the following school year. A professional growth reimbursement of  
38 \$1000 shall be made available to all full-time employee for the following uses: credits,  
39 clock hours, Pro-Teach expenses, all National Board initial and renewal expenses,  
40 conference/workshop expenses (including registrations, materials purchased at  
41 conferences), adding OSPI approved endorsement(s) that align with district goals and  
42 includes the cost of a substitute(s). Beginning in 2018-19, Professional Development  
43 funds may be used to support travel associated with attaining credits and clock hours.  
44 This is applicable to in-state travel only, unless approved by the Principal or Program  
45 administrator and the District. Reimbursement for travel must be compliant with district  
46 travel policies. Failure to follow established travel guidelines will result in expenses not  
47 being reimbursed.  
48

49 Part-time employees are eligible for professional growth reimbursement pro-rated to

1 their FTE. Requests for reimbursement shall be accompanied by a grade slip, receipt of  
2 proof of payment for the classes, and/or original receipts for materials purchased.  
3 Classes must be completed prior to reimbursement. A transcript or certificate of clock  
4 hour completion shall be furnished to the District. Professional growth reimbursement  
5 will be for those courses recognized and funded by LEAP criteria (WAC 392-121).  
6 Questions concerning professional growth Reimbursement should be directed to Human  
7 Resources.

8  
9 **Section 8.K. Support for New District Educators**

10  
11 Educators who are new to the WSD are eligible for an additional \$150 for equipment and  
12 supplies over and above the budgeted allotment provided to returning district educators.

13  
14 **Section 8.L Professional Responsibilities and Certification**

15  
16 The parties agree that it is the professional responsibility of teachers/advisors to meet all  
17 requirements associated with their positions, when not covered by the co-curricular  
18 contract.

19  
20 When a teacher/advisor is required to have First Aid and CPR training in order to fulfill  
21 their professional responsibility requirements associated with their position,  
22 reimbursements, will be provided for the First Aid and CPR training and certification.  
23 Reimbursement receipts must be submitted within 30 days of date of receipt.

24  
25 **Section 8.M. National Board Certification**

26  
27 The District shall provide a one-time benefit of two substitute days to prepare for the  
28 National Board. These days can be used at any point in the process, but shall not be more  
29 than two (2) days over the three years. Application for this support is submitted to  
30 Human Resources. Reimbursement requests must be received by September 30 of the  
31 following school year.

32  
33 The District shall provide a one-time benefit of two additional substitute days if the  
34 candidate is required to translate lessons from Spanish to English. These days can be used  
35 at any point in the process, but shall not be more than the two (2) days over the three  
36 years. Application for this support is submitted to Human Resources. Reimbursement  
37 requests must be received by September 30 of the following school year.

38  
39 **Section 8.N. Senior Employee Advisory Stipend**

40  
41 Employees shall be compensated with a Senior Employee Advisory stipend for their  
42 increased professional experience and commitment to advise less senior employees.  
43 Employees are expected to support other educators in the district, specifically those with  
44 less experience, in all aspects of their work. Payment shall be made annually, in a lump  
45 sum in July, at the end of the qualifying year as follows:

46  
47 New District Employees: Eligibility for the Senior Employee Advisory stipend shall begin  
48 in the 2nd year of service dependent on salary placement eligibility. Stipend will be paid  
49 on the July paycheck, upon completion of the 2nd year of service.

1 August 31st of each year will be used for calculation.  
2

3 17 years of service	\$500
4 20 years of service	\$1,500
5 25 years of service	\$2,000
6 30 years of service	\$2,500
7 35 years of service	\$3,000

8  
9 **Section 8.O. Retiree Insurance Subsidy**

10  
11 The equivalent of the State mandated retiree insurance subsidy (carve-out) will be  
12 applied to monthly insurance benefit allotment. Any remaining dollars will be applied  
13 to the insurance pool.  
14

15 **Section 8.P. Insurance**

- 16  
17 1. **Minimum Contribution:** In accordance with ESSB 5940, each employee included in  
18 the pooling arrangement and who is covered by this agreement, which elects medical  
19 benefit coverage shall pay a minimum premium charge of \$1.00 per month. This  
20 minimum payment will be effective October 1, 2014.  
21  
22 2. **Contribution:** Effective October 1, for November coverage, the District shall provide  
23 the flow through insurance contribution funded by the state per month, per FTE,  
24 specified by the legislature or the state. These funds shall be pooled for benefit  
25 purposes. Employees with spouses in the same bargaining unit may pool their state  
26 allocation monies for a single plan for health insurance coverage.  
27  
28 3. **Dental/Vision:** The District shall pay the premium at the composite rate for the  
29 Washington Dental Service Plan and WEA Vision. All employees must participate in  
30 the dental and vision plan at the level and on the terms specified by the insurance  
31 carrier.  
32  
33 4. **Health:** The District shall use the remainder of the insurance monies for WEA Select  
34 Health Plans on behalf of each employee, prorated according to his/her FTE status,  
35 in accordance with his/her eligibility for the insurance program.  
36  
37 5. **Limits and Use of Surplus Funds:** From the above monies no employee shall be  
38 eligible for double coverage under the medical plans. The District shall pay said  
39 premiums at the rate selected by the employee from the above options, up to the limits  
40 established above. Any excess funds shall be pooled and applied to insurance  
41 premiums.  
42  
43 6. **VEBA III (Post-Retirement Medical Plan):** The Association shall notify the District  
44 of its intent to participate annually.  
45

46 **Section 8.Q. Travel**

47  
48 When an employee is required by the District to use his/her personal vehicle to fulfill  
49 his/her contract obligation to the District or is using his/her personal vehicle on



1 approved district business or conferences or meetings, mileage will be reimbursed at the  
2 rate established under RCW 43.03.060 for state employees. The employee must file  
3 expense vouchers monthly.  
4

5 An employee who is required to use his/her personal vehicle daily to fulfill his/her work  
6 schedule and to drive seven (7) miles or less each day shall be reimbursed at not less than  
7 \$1.00 per day of use, provided such use is substantiated by monthly expense vouchers.  
8

9 Adequate travel time shall be provided to itinerant employees on a case by case basis.  
10

11 Employees who must travel/transition from one building to another, as a regular part of  
12 assignment, will be assigned reasonable travel/transition time.  
13

14 Travel/transition time will not infringe upon the employee's planning periods and/or  
15 thirty (30) minute duty free lunch periods.  
16

### 17 **Section 8.R. Attendance at Meetings and Conferences**

18  
19 Employees who attend approved curriculum conferences and professional meetings shall  
20 be entitled to reimbursement for travel expenses, registration fees, meals, lodging, and  
21 necessary expenses in accordance with district policy. Requests for approval shall be  
22 submitted to the Superintendent through the employee's supervisor. In the event, such  
23 meetings and conferences occur on contract days, the District shall provide substitutes  
24 when necessary and the employee shall not suffer loss of pay.  
25

### 26 **Section 8.S. Length of Contract**

27  
28 1. **Definition:** The word "day" whenever used in this section shall mean a weekday  
29 unless it is expressly clear that it means otherwise.  
30

31 2. **Base Work Year:** The length of the regular employee contract shall be the number of  
32 days established by the state legislature and incorporated into the state salary  
33 schedule, except as provided in Section 10.B.2.  
34

35 3. **Calendar:** The calendar for the required 180 instructional days shall be established by  
36 the Superintendent, or designee, according to the following guidelines, after receiving  
37 input from the Association:  
38

39 a. If school is opened prior to Labor Day the first instructional day is no earlier than  
40 the preceding Wednesday.  
41

42 b. The following are non-contracted days:  
43

- 44 • The fall non-contracted day;
- 45 • The spring non-contracted day;
- 46 • January records day which is the day immediately following the last day of  
47 first semester;
- 48 • Labor Day, Veterans' Day, Thanksgiving and the following Friday, Presidents'  
49 Birthday, Memorial Day and Martin Luther King Birthday.

- 1  
2 c. Additionally, a Winter Break of at least ten (10) working days are to be non-  
3 contracted days.  
4  
5 • Winter Break begins no later than two (2) days prior to Christmas Day.  
6 • Winter Break ends no sooner than the day following New Year's Day.  
7  
8 d. Additionally, a Spring Break of at least five (5) non-contracted days.  
9  
10 e. There shall be a minimum of two (2) instructional days in any week.  
11  
12 f. The last day of the school year shall be the earliest possible after all of the criteria  
13 above have been met.  
14  
15 g. These calendar guidelines are subject to change should any unforeseen  
16 circumstances cause schools to be closed. The make-up days are outlined on the  
17 school calendar.  
18  
19 h. The employee work calendar is posted on the District website.  
20

#### 21 **Section 8.T. Contract Day**

22

- 23 1. **Normal Day:** The length of the normal workday shall be 7.5 continuous hours  
24 inclusive of the .5-hour duty-free lunch period. An alternative schedule to the  
25 workday needs to be mutually agreed upon by the building administrator and the  
26 educator. The time before and after student contact time shall be flexible, but shall  
27 take into account the needs of students. Individual employees shall decide how to  
28 use the 45 minutes outside the student day with the expectation that employees will  
29 be in their work location 15 minutes before the start of the student day. Employees  
30 shall inform their building principal of their time use. Exceptions will be made for  
31 faculty meeting days. Staff meetings will be scheduled consistently as determined  
32 annually by the building LIT.  
33  
34 1. **Non-Instructional Duty Bar:** Kindergarten (K) through fifth (5) grade employees  
35 shall not be required to routinely perform non-instructional duties such as bus, lunch  
36 and playground duty. Employees in grades six (6) through eight (8) shall not be  
37 required to perform bus duty. This non-instructional duty provision may be waived  
38 as a result of levy failure, funding cutback or other emergency. The Parties will  
39 mutually agree to options prior to any partial or complete waiving of this provision.  
40  
41 2. **Structured Breaks** - The building administrator will work with the teacher to identify  
42 support and/or resources for necessary breaks.  
43  
44 3. **Days Before Holidays:** On an early release day preceding the student Thanksgiving  
45 and Winter Break, employees shall remain at school thirty (30) minutes after dismissal  
46 of students from school.  
47

1 **Section 8.U. Release from Contract**  
2

- 3 1. **Prior to July 1:** An employee shall be released from his/her contractual obligation,  
4 provided that the employee has submitted a written letter of resignation to the  
5 Superintendent's office prior to July 1.  
6
- 7 2. **After July 1:** An employee shall be released from his/her contractual obligation if  
8 his/her written letter of resignation has been submitted to the school district after July  
9 1, provided that the District can obtain a satisfactory replacement for that employee.  
10
- 11 3. **Unforeseen Circumstances:** An employee shall be released from his/her contractual  
12 obligation under circumstances where illness or other personal matters make it  
13 impossible for the employee to continue in the District, provided that the employee  
14 submits an appropriate letter of resignation setting forth the reasons which make it  
15 impossible for the employee to continue in the District and the reasons are  
16 substantiated. If release from contract is not approved, the District may seek  
17 revocation of the employee's certificate.  
18

19 **ARTICLE IX. GRIEVANCE PROCEDURE**  
20

21 **Section 9.A. Purpose**  
22

23 The purpose of this grievance procedure is to provide a means for orderly and  
24 expeditious adjustment of grievance.  
25

26 **Section 9.B. Definitions**  
27

- 28 1. A "Grievant" shall mean an employee or a group of employees or the Association,  
29 filing a grievance.  
30
- 31 2. A "Grievance" shall mean a claim by a grievant that there has been a violation,  
32 misinterpretation, or misapplication of the terms of this Agreement.  
33
- 34 3. "Days" shall mean employee employment days unless otherwise stated.  
35

36 **Section 9.C. Grievance Principles and Rights**  
37

- 38 1. **Right to Present Grievances:** Every grievant shall have the right to present grievances  
39 in accordance with the procedures herein.  
40
- 41 2. **Form:** All grievances shall be submitted on the form (attached as Appendix C).  
42
- 43 3. **Time Limits:** Any grievant who shall not timely file or pursue a grievance shall be  
44 barred from pursuing or further appeal of such grievance, provided that the time  
45 limits may be extended by mutual agreement.  
46

47 If, after timely filing a grievance, appropriate action is not taken by the administrator  
48 required to take action, the grievant may appeal the grievance to the next appropriate  
49 level.

1 4. **No Reprisals:** No employee shall be subject to discipline or reprisal because of any  
2 participation in the grievance procedure.  
3

4 5. **Representation Rights:** Any employee shall have the right to pursue his/her  
5 grievance with or without representation. An employee may pursue a grievance up  
6 to the third step. Only the Association has the right to approve a grievance for  
7 arbitration.  
8

9 6. **Problem Solving:** Nothing in this Agreement shall be construed to prevent any  
10 employee from discussing a problem with the administration or having it adjusted  
11 without representation of the Association Representative, provided that the  
12 Association shall be notified in writing of the filing and disposition of any grievance.  
13

14 7. **Association Presence:** The Association shall have the right to be present at each  
15 grievance hearing and to present its views, in order to protect its contract interests.  
16 The Association shall also receive copies of all communications and decisions related  
17 to all grievances.  
18

19 8. **Confidentiality:** All matters relating to a specific grievance shall be confidential  
20 information and shall not be unnecessarily or indiscriminately related, disclosed, or  
21 divulged by any participant to the grievance, provided that the Association shall  
22 routinely report the progress of all grievances to employees in general terms. All  
23 documents, communications and records dealing with grievances and their  
24 adjustments shall be filed separately from the grievant's personnel file. If the grievant  
25 so requests in writing, a record of the final adjustment of this grievance may be placed  
26 in his/her personnel file. If an employee is required to attend any meeting, hearing,  
27 appeal, or other proceeding relative to the adjustment of a grievance, that employee  
28 shall be released from his/her assignment for the time necessary without loss of pay  
29 or other penalty. This includes the Association President or his/her designee.  
30

31 9. **Election of Remedies:**  
32

33 a. In the event a grievant elects to pursue a statutory remedy, then such election shall  
34 bar the utilization of the grievance procedure.  
35

36 b. In the event that the grievance procedure has been utilized and the grievant elects  
37 to pursue a statutory remedy, then such election shall void the decision reached  
38 under the grievance procedure.  
39

40 10. **Evaluator's analysis and conclusions:**  
41

42 An evaluator's analysis and conclusions as expressed in evaluation reports shall not  
43 be subject to the binding arbitration provisions.  
44

45 **Section 9.D. Procedures**  
46

47 **First Step - Principal/ Administrator:** If possible, an informal meeting that attempts to  
48 solve the issue shall be held prior to filing a formal grievance. If the grievance cannot be  
49 resolved informally, the grievant shall file the grievance in writing with his/her principal

1 or appropriate supervisor and shall file a copy with the Superintendent and Human  
2 Resources. The grievance must be filed within twenty (20) days following the time when  
3 the grievant has knowledge or reasonably could have had knowledge of the basis for the  
4 grievance. The supervisor having authority to render a decision on the grievance shall  
5 make his/her decision and communicate it in writing to the grievant and the  
6 Superintendent and Human Resources. within five (5) days of receipt of the grievance.  
7

8 **Second Step - Superintendent:** If the decision reached at the First Step does not  
9 satisfactorily resolve the grievance, the grievant may file an appeal from that decision  
10 with the Superintendent within five (5) days of receipt of the step one decision. The  
11 appeal shall contain the original grievance and the decision at the First Step. Within five  
12 (5) days after filing the appeal, the grievant, the supervisor, the Association, and the  
13 Superintendent or Designee shall meet to resolve the grievance. If a satisfactory  
14 resolution of the grievance is reached, it shall be reduced to writing and signed by the  
15 Parties involved. If an agreed resolution is not reached, the Superintendent or Designee  
16 shall render his/her decision in writing within five (5) days of the last meeting of the  
17 participants and deliver it to participants.  
18

19 **Third Step - School Board:** If no satisfactory resolution of the grievance is reached at the  
20 Second Step, the grievant may, within five (5) days after the decision in the Second Step  
21 is rendered, appeal to the Board. Within twenty (20) days after receiving such notice, the  
22 Board or a hearing examiner appointed by the Board, shall hold a hearing and render a  
23 decision. In the event the grievance is submitted for hearing before the Board, the  
24 grievant waives his/her right to appeal such grievance to binding arbitration.  
25

26 **Binding Arbitration – (Association only):** In the alternative to submitting the grievance  
27 to the Board, the grievant may submit the grievance to the American Arbitration  
28 Association or Federal Mediation and Conciliation Services for binding arbitration,  
29 provided that within five (5) days after the decision in the Second Step is rendered, notice  
30 that the grievance is being submitted to binding arbitration is delivered to the  
31 Superintendent. The arbitrator will then be selected and the arbitration conducted  
32 following the voluntary rules of the American Arbitration Association or Federal  
33 Mediation and Conciliation Services (or such other rules as the Parties may mutually  
34 determine).  
35

36 The arbitrator shall confine his/her decision to the terms of the Agreement which are the  
37 subject of the grievance and shall be without power or authority to make any decision  
38 which requires the commission of an act prohibited by law, or which adds to, alters,  
39 subtracts from, disregards, or modifies from the terms of the Agreement.  
40

41 The decision of the arbitrator shall be submitted to the Board and the grievant and shall  
42 be final and binding on both Parties. Each party shall bear its own costs of arbitration  
43 except that the fees and charges for the arbitrator shall be shared equally by the Parties.  
44

#### 45 **Section 9.E. Adverse Action**

46  
47 There shall be no strike or other economic action by employees or by the Association, nor  
48 shall there be any lockout or other economic action by the District while this contract is  
49 in effect over any dispute which arises out of the interpretation or application of this

1 contract or an alleged violation of the terms of this contract.

2  
3 **ARTICLE X. DURATION**

4  
5 **Section 10.A. Effective Dates**

6  
7 This agreement shall be effective as of the date of its execution and shall continue in effect  
8 until August 31, 2018. During said period of time, this Agreement shall be binding upon  
9 the Parties.

10  
11 **Section 10.B. Openers**

- 12  
13 1. Modifications of this agreement, matters of common concern, wages, hours and terms  
14 and conditions of employment may be subject to negotiation during the term of this  
15 agreement only upon request and by mutual agreement of both Parties.  
16  
17 2. In the event the Washington State Legislature passes legislation regarding funding for  
18 school districts or class size, the appropriate provisions of this Agreement shall  
19 automatically be open for negotiation.  
20

21 **Section 10.C. Notification for Successor Agreement**

22  
23 This agreement shall continue in effect during its entire term, provided, however, that  
24 upon written notice given by the Association to the District not later than May of the final  
25 year of the Agreement, the Parties agree to commence negotiations on a successor  
26 agreement.  
27

28 **Section 10.D. Effective Date of Agreement**

29  
30 This agreement shall be effective as of the date of its execution and shall continue in effect  
31 until August 31, 2020  
32

33  
34 EXECUTED THIS \_\_\_\_\_, at Wenatchee, Washington, by  
35 the undersigned officers by the authority and on behalf of the Parties.  
36  
37  
38  
39

40 For the District

For the Association

41  
42  
43 \_\_\_\_\_  
44 Chair of the Board

\_\_\_\_\_  
President

45

**WENATCHEE SCHOOL DISTRICT NO. 246**  
**2018-2019 180 Days Certificated Wenatchee Employee Salary Schedule**

Yrs	BA+0	BA+15	BA+30	BA+45	BA+90	*BA+135	MA	MA+45	MA+90/PHD									
	\$46,410	\$46,410	\$46,410	\$46,410	\$46,410	\$46,410	\$46,410	\$46,410	\$46,410									
0	1.00000	257.83	1.02701	264.80	1.05499	272.01	1.08304	279.24	1.17303	302.45	1.23099	317.39	1.19891	309.12	1.28891	332.32	1.34693	347.28
	\$46,410	\$47,664	\$48,918	\$50,172	\$51,426	\$52,680	\$53,934	\$55,188	\$56,442	\$57,696	\$58,950	\$60,204	\$61,458	\$62,712	\$63,966	\$65,220	\$66,474	\$67,728
1	1.01346	261.30	1.04084	268.36	1.06918	275.67	1.09846	283.22	1.18939	306.66	1.24704	321.53	1.21224	312.56	1.30317	336.00	1.36079	350.86
	\$47,035	\$48,305	\$49,621	\$50,980	\$52,339	\$53,698	\$55,057	\$56,416	\$57,775	\$59,134	\$60,493	\$61,852	\$63,211	\$64,570	\$65,929	\$67,288	\$68,647	\$70,006
2	1.02628	264.61	1.05393	271.74	1.08257	279.12	1.11141	287.25	1.20478	310.63	1.26303	325.65	1.22566	316.02	1.31632	339.39	1.37458	354.41
	\$47,630	\$48,913	\$50,242	\$51,571	\$52,900	\$54,229	\$55,558	\$56,887	\$58,216	\$59,545	\$60,874	\$62,203	\$63,532	\$64,861	\$66,190	\$67,519	\$68,848	\$70,177
3	1.03950	268.02	1.06741	275.21	1.09636	282.68	1.12590	291.07	1.21940	314.40	1.27905	329.78	1.23838	319.30	1.32881	342.61	1.38850	358.00
	\$48,243	\$49,538	\$50,882	\$52,226	\$53,570	\$54,914	\$56,258	\$57,602	\$58,946	\$60,290	\$61,634	\$62,978	\$64,322	\$65,666	\$67,010	\$68,354	\$69,698	\$71,042
4	1.05246	271.36	1.08160	278.87	1.11072	286.38	1.14439	295.06	1.23542	318.53	1.29551	334.03	1.25171	322.73	1.34274	346.20	1.40286	361.70
	\$48,845	\$50,197	\$51,549	\$52,901	\$54,253	\$55,605	\$56,957	\$58,309	\$59,661	\$61,013	\$62,365	\$63,717	\$65,069	\$66,421	\$67,773	\$69,125	\$70,477	\$71,829
5	1.06585	274.81	1.09513	282.36	1.12454	289.94	1.16008	299.11	1.25077	322.49	1.31206	338.29	1.26526	326.23	1.35599	349.62	1.41728	365.42
	\$49,466	\$50,825	\$52,190	\$53,554	\$54,918	\$56,282	\$57,646	\$59,010	\$60,374	\$61,738	\$63,102	\$64,466	\$65,830	\$67,194	\$68,558	\$69,922	\$71,286	\$72,650
6	1.07961	278.36	1.10825	285.74	1.13666	293.58	1.17597	303.20	1.26623	326.48	1.32785	342.36	1.27915	329.81	1.36942	353.08	1.43100	368.96
	\$50,105	\$51,434	\$52,763	\$54,092	\$55,421	\$56,750	\$58,079	\$59,408	\$60,737	\$62,066	\$63,395	\$64,724	\$66,053	\$67,382	\$68,711	\$70,040	\$71,369	\$72,698
7	1.10379	284.59	1.13286	292.09	1.16367	300.03	1.20301	310.18	1.29461	333.79	1.35793	350.12	1.30517	336.52	1.39673	360.12	1.46008	376.46
	\$51,227	\$52,576	\$53,925	\$55,274	\$56,623	\$57,972	\$59,321	\$60,670	\$62,019	\$63,368	\$64,717	\$66,066	\$67,415	\$68,764	\$70,113	\$71,462	\$72,811	\$74,160
8	1.13919	293.72	1.16984	301.62	1.20138	309.76	1.24398	320.74	1.33681	344.67	1.40246	361.60	1.34610	347.07	1.43896	371.01	1.50458	387.93
	\$52,870	\$54,292	\$55,714	\$57,136	\$58,558	\$59,980	\$61,402	\$62,824	\$64,246	\$65,668	\$67,090	\$68,512	\$69,934	\$71,356	\$72,778	\$74,200	\$75,622	\$77,044
9	1.20814	311.50	1.24125	320.04	1.28538	331.41	1.33038	334.41	1.38038	355.91	1.44826	373.41	1.38747	357.74	1.48253	382.25	1.55041	399.75
	\$56,070	\$57,606	\$59,142	\$60,678	\$62,214	\$63,750	\$65,286	\$66,822	\$68,358	\$69,894	\$71,430	\$72,966	\$74,502	\$76,038	\$77,574	\$79,110	\$80,646	\$82,182
10	1.28158	330.43	1.32891	342.64	1.42517	367.46	1.49532	385.54	1.49532	385.54	1.49532	385.54	1.43104	368.97	1.52733	393.80	1.59744	411.87
	\$59,478	\$61,675	\$63,872	\$66,069	\$68,266	\$70,463	\$72,660	\$74,857	\$77,054	\$79,251	\$81,448	\$83,645	\$85,842	\$88,039	\$90,236	\$92,433	\$94,630	\$96,827
11	1.37371	354.19	1.47207	379.55	1.54362	398.00	1.54362	398.00	1.54362	398.00	1.54362	398.00	1.47584	380.52	1.57423	405.89	1.64574	424.33
	\$63,754	\$66,175	\$68,596	\$71,017	\$73,438	\$75,859	\$78,280	\$80,701	\$83,122	\$85,543	\$87,964	\$90,385	\$92,806	\$95,227	\$97,648	\$100,069	\$102,490	\$104,911
12	1.41708	365.37	1.52023	391.97	1.59391	410.96	1.59391	410.96	1.59391	410.96	1.59391	410.96	1.52240	392.53	1.62236	418.30	1.69607	437.30
	\$65,767	\$68,212	\$70,657	\$73,102	\$75,547	\$77,992	\$80,437	\$82,882	\$85,327	\$87,772	\$90,217	\$92,662	\$95,107	\$97,552	\$100,000	\$102,445	\$104,890	\$107,335
13	1.56956	404.68	1.64544	424.25	1.64544	424.25	1.64544	424.25	1.64544	424.25	1.64544	424.25	1.57060	404.95	1.67169	431.02	1.74756	450.58
	\$72,843	\$75,314	\$77,785	\$80,256	\$82,727	\$85,198	\$87,669	\$90,140	\$92,611	\$95,082	\$97,553	\$100,024	\$102,495	\$104,966	\$107,437	\$109,908	\$112,379	\$114,850
14	1.61913	417.47	1.69890	438.03	1.69890	438.03	1.69890	438.03	1.69890	438.03	1.69890	438.03	1.62022	417.75	1.72451	444.64	1.80105	464.37
	\$75,144	\$77,635	\$80,126	\$82,617	\$85,108	\$87,599	\$90,090	\$92,581	\$95,072	\$97,563	\$100,054	\$102,545	\$105,036	\$107,527	\$110,018	\$112,509	\$114,999	\$117,490
15	1.66126	428.33	1.74310	449.43	1.74310	449.43	1.74310	449.43	1.74310	449.43	1.74310	449.43	1.66233	428.60	1.76934	456.19	1.84788	476.45
	\$77,099	\$79,590	\$82,081	\$84,572	\$87,063	\$89,554	\$92,045	\$94,536	\$97,027	\$99,518	\$102,009	\$104,500	\$106,991	\$109,482	\$111,973	\$114,464	\$116,955	\$119,446
16	1.69447	436.89	1.77794	458.41	1.77794	458.41	1.77794	458.41	1.77794	458.41	1.77794	458.41	1.69557	437.17	1.80472	465.32	1.88482	485.97
	\$78,640	\$81,131	\$83,622	\$86,113	\$88,604	\$91,095	\$93,586	\$96,077	\$98,568	\$101,059	\$103,550	\$106,041	\$108,532	\$111,023	\$113,514	\$116,005	\$118,496	\$120,987

\*BA+135 Column not accessible after 1992

APPENDIX B - WenEA Agreement				WENATCHEE SCHOOL DISTRICT # 246					
									2018-2019
									\$37,653
<b>LEVEL: HIGH SCHOOL</b>									
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>8</u>	<u>12</u>	<u>15</u>	
<b>Band; Vocal; Mariachi</b>		0.149	0.154	0.159	0.163	0.168	0.173	0.183	
<b>Debate</b>		\$5,610	\$5,799	\$5,987	\$6,137	\$6,326	\$6,514	\$6,890	
<b>Orchestra</b>		0.094	0.098	0.103	0.108	0.112	0.116	0.126	
		\$3,539	\$3,690	\$3,878	\$4,067	\$4,217	\$4,368	\$4,744	
<b>Student Newspaper; Yearbook</b>		0.084	0.088	0.094	0.098	0.103	0.108	0.118	
<b>ASB Advisor; Honor Society</b>		\$3,163	\$3,313	\$3,539	\$3,690	\$3,878	\$4,067	\$4,443	
<b>FBLA Head/Advisor</b>		0.042	0.046	0.051	0.056	0.06	0.065	0.075	
<b>School Store Advisor</b>		\$1,581	\$1,732	\$1,920	\$2,109	\$2,259	\$2,447	\$2,824	
<b>Espresso Store Advisor</b>									
<b>TSA; FBLA; Skills USA</b>		0.028	0.032	0.037	0.042	0.046	0.051	0.061	
<b>DECA; FFA, HOSA, ASL, PLTW</b>		\$1,054	\$1,205	\$1,393	\$1,581	\$1,732	\$1,920	\$2,297	
<b>DEPARTMENT HEADS - H.S.</b>				<b>HEAD TEACHERS - HIGH SCHOOL</b>					
	<b>English; Social Studies;</b>	0.094							0.056
	<b>Math; Physical Ed; Business</b>	\$3,539							\$2,109
	<b>Ed; CTE;</b>								
	<b>International Language;</b>								
	<b>Science; Special Ed</b>								
<b>LEVEL: MIDDLE SCHOOL</b>									
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>8</u>	<u>12</u>	<u>15</u>	
<b>Band; Vocal; Mariachi, <u>Jazz</u></b>		0.051	0.056	0.060	0.065	0.070	0.074	0.084	
<b>Orchestra</b>		\$1,920	\$2,109	\$2,259	\$2,447	\$2,636	\$2,786	\$3,163	
<b>PLTW, FFA</b>		0.025	0.026	0.028	0.030	0.032	0.034	0.039	
		\$922	\$979	\$1,054	\$1,111	\$1,186	\$1,261	\$1,450	
<b>Outdoor Ed Camp</b>		0.009							
		\$339							
<b>LEVEL: ELEMENTARY</b>									
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>8</u>	<u>12</u>	<u>15</u>	
<b>Vocal</b>		0.032	0.037	0.042	0.046	0.051	0.056	0.066	
	Minimum of 3 performances	\$1,205	\$1,393	\$1,581	\$1,732	\$1,920	\$2,109	\$2,485	
<b>Choir</b>		0.010	0.016	0.020	0.025	0.030	0.034	0.044	
	Minimum of 2 performances	\$377	\$602	\$753	\$941	\$1,130	\$1,280	\$1,657	
<b>Strings (per school)</b>		0.011	0.016	0.020	0.025	0.030	0.034	0.044	
	Minimum of 2 performances	\$414	\$602	\$753	\$941	\$1,130	\$1,280	\$1,657	
<b>WA Kids</b>									
	Kindergarten Teachers required to complete WA Kids Assessments and Data entry. Stipend						\$600		
	Certificated Staff not assigned to a Kindergarten classroom, who are required to complete a WA Kids Assessment and Data Entry						\$25	per assessment	





**APPENDIX C**

**GRIEVANCE REPORT FORM**

**DISTRIBUTION OF FORM**

Superintendent and Human Resource Office  
Immediate Supervisor - Submit to immediate supervisor in duplicate.  
Association  
Grievant

\_\_\_\_\_  
Building                      Assignment                      Name of Grievant                      Date Filed

**STEP I**

Date alleged grievance occurred: \_\_\_\_\_

Statement of grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Specific Section and /or Article claimed violated, misinterpreted or misapplied:

\_\_\_\_\_  
Remedy sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

Disposition of immediate supervisor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Immediate Supervisor

\_\_\_\_\_  
Date

Disposition of Association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

If additional space is needed in reporting, attach an additional sheet.

\_\_\_\_\_  
Date



**EDUCATIONAL SUPPORT STAFF  
FINAL EVALUATION REPORT (LONG FORM)**

(Counselors, Physical Therapists, Occupational Therapists, Speech Therapists, (SLPs) Psychologists, Nurses)

Teacher Name: \_\_\_\_\_ Evaluator Name: \_\_\_\_\_ Date: \_\_\_\_\_

Building Name: \_\_\_\_\_ Assignment: \_\_\_\_\_

Evaluation Type:      Annual       90 Day       Other

**Description of Responsibilities:** *Includes areas (such as classes taught, number of preparations, class size, district/building responsibilities). Even though this description lists total responsibilities, the evaluation herein is limited to specific teaching assignment.*

**Observation Record:** *A minimum of two (2) observations except for employees who are probationary, provisional, or non-continuing status. These employees will have a minimum of four (4) observations.*

Date: \_\_\_\_\_ Class/ Activity: \_\_\_\_\_ Length of Observation: \_\_\_\_\_

Date: \_\_\_\_\_ Class/ Activity: \_\_\_\_\_ Length of Observation: \_\_\_\_\_

Date: \_\_\_\_\_ Class/ Activity: \_\_\_\_\_ Length of Observation: \_\_\_\_\_

Date: \_\_\_\_\_ Class/ Activity: \_\_\_\_\_ Length of Observation: \_\_\_\_\_

It is my judgment, based upon adopted criteria that this certificated employee's overall performance has been

satisfactory /  unsatisfactory

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

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

*My signature indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings*

### **CRITERION 1: SPECIALIZED SKILL**

*The employee demonstrates competency (knowledge and skill) in designing and conducting activities related to the work assignment.*

- 1.1. Organizes the work/case load to accomplish assigned tasks in an effective and timely manner;
- 1.2. Plans and effectively manages all work activities in accordance with legal requirements and District practices;
- 1.3. Uses assessment/evaluation techniques and data appropriately;
- 1.4. Establishes immediate and long range objectives for major responsibilities;
- 1.5. Involves others appropriately in carrying out major responsibilities.

\_\_\_\_\_ **SATISFACTORY**

\_\_\_\_\_ **UNSATISFACTORY**

**Evaluator's Comment:**

**Employee's Response (Optional):**

**CRITERION 2: PROFESSIONAL PREPARATION/KNOWLEDGE  
OF SPECIALIZED FIELD**

*The employee demonstrates knowledge of educational theory and specialized field/techniques.*

- 2.1. Possesses and maintains competence and working knowledge of specialized field;
- 2.2. Pursues continued professional development;
- 2.3. Understands and articulates relationship between specialized field and related disciplines;
- 2.4. Uses in-service opportunities and input from colleagues.

\_\_\_\_\_ SATISFACTORY

\_\_\_\_\_ UNSATISFACTORY

**Evaluator's Comment:**

**Employee's Response (Optional):**

### CRITERION 3: SPECIAL ENVIRONMENT

*The employee demonstrates competency (knowledge and skill) in organizing and managing the technical and human elements to promote a positive learning environment.*

- 3.1. Establishes clear expectations for students and other personnel within framework of responsibility;
- 3.2. Is consistent and fair in dealing with student discipline;
- 3.3. Makes effective use of specialized materials and equipment;
- 3.4. Interrelates technical expertise with other specialized personnel;
- 3.5. Demonstrates skill in human relations.

\_\_\_\_\_ SATISFACTORY

\_\_\_\_\_ UNSATISFACTORY

Evaluator's Comment:

Employee's Response (Optional):

**CRITERION 4: EDUCATIONAL LEADERSHIP**

*The employee promotes professional growth by demonstrating interest in work assignment and developing positive collegial relationships.*

- 4.1. Has made sufficient progress to complete professional goals;
- 4.2. Accepts constructive criticism and implements suggestions for improvement;
- 4.3. Shares school responsibilities as appropriate for the time spent in building;
- 4.4. Acts as resource and referral to other District personnel and outside agencies;
- 4.5. Participates in professional organizations.

\_\_\_\_\_ SATISFACTORY

\_\_\_\_\_ UNSATISFACTORY

Evaluator's Comment:

Employee's Response (Optional):

**CRITERION 5: PARENT - COMMUNITY INVOLVEMENT**

*The employee fosters communication with parents and community.*

- 5.1. Acts as a resource to parents and keeps them informed of student progress;
- 5.2. Plans and conducts an effective parent conference;
- 5.3. Promotes positive school-community relationships.

\_\_\_\_\_ **SATISFACTORY**

\_\_\_\_\_ **UNSATISFACTORY**

**Evaluator's Comment:**

**Employee's Response (Optional):**





**LIBRARIAN FINAL EVALUATION REPORT**  
(LONG FORM)

Teacher Name: \_\_\_\_\_ Evaluator Name: \_\_\_\_\_ Date: \_\_\_\_\_

Building Name: \_\_\_\_\_ Assignment: \_\_\_\_\_

Evaluation Type:      Annual       90 Day       Other

**Description of Responsibilities:** *Includes areas (such as classes taught, number of preparations, class size, district/building responsibilities). Even though this description lists total responsibilities, the evaluation herein is limited to specific teaching assignment.*

**Observation Record:** *A minimum of two (2) observations except for employees who are probationary, provisional, or non-continuing status. These employees will have a minimum of four (4) observations.*

Date: \_\_\_\_\_ Class/ Activity: \_\_\_\_\_ Length of Observation: \_\_\_\_\_

Date: \_\_\_\_\_ Class/ Activity: \_\_\_\_\_ Length of Observation: \_\_\_\_\_

Date: \_\_\_\_\_ Class/ Activity: \_\_\_\_\_ Length of Observation: \_\_\_\_\_

Date: \_\_\_\_\_ Class/ Activity: \_\_\_\_\_ Length of Observation: \_\_\_\_\_

It is my judgment, based upon adopted criteria, that this certificated employee's overall performance has been

*satisfactory* /  *unsatisfactory*

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

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

*My signature indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.*

## CRITERION 1: SPECIALIZED SKILL

*The employee demonstrates competency (knowledge and skill) in designing and conducting activities related to the work assignment.*

- 1.1. Organizes the work/case load to accomplish assigned tasks in an effective and timely manner;
- 1.2. Plans and effectively manages all work activities in accordance with legal requirements and District practices;
- 1.3. Uses assessment/evaluation techniques and data appropriately;
- 1.4. Establishes immediate and long range objectives for major responsibilities;
- 1.5. Involves others appropriately in carrying out major responsibilities.
- 1.6. Uses reviews from approved, professional sources in the selection of materials and equipment;
- 1.7. Selects materials and equipment appropriate to the needs of all students and staff, including minorities, disadvantaged, handicapped, gifted and others;
- 1.8. Plans and effectively manages a variety of instructional activities appropriate to specified learning objectives.

\_\_\_\_\_ SATISFACTORY

\_\_\_\_\_ UNSATISFACTORY

Evaluator's Comment:

Employee's Response (Optional):

**CRITERION 2: PROFESSIONAL PREPARATION/KNOWLEDGE  
OF SPECIALIZED FIELD**

*The employee demonstrates a knowledge of educational theory and specialized field/techniques.*

- 2.1. Possesses and maintains competence and working knowledge of specialized field;
- 2.2. Pursues continued professional development;
- 2.3. Understands and articulates relationship between specialized field and related disciplines;
- 2.4. Uses in-service opportunities and input from colleagues.

\_\_\_\_\_ SATISFACTORY

\_\_\_\_\_ UNSATISFACTORY

**Evaluator's Comment:**

**Employee's Response (Optional):**

### CRITERION 3: SPECIAL ENVIRONMENT

*The employee demonstrates competency (knowledge and skill) in organizing and managing the technical and human elements to promote a positive learning environment.*

- 3.1. Establishes clear expectations for students and other personnel within framework of responsibility;
- 3.2. Is consistent and fair in dealing with student discipline;
- 3.3. Makes effective use of specialized materials and equipment;
- 3.4. Demonstrates skill in human relations;
- 3.5. Strives to make the library media center an inviting place, conducive to learning;
- 3.6. Keeps collection as current as funding permits;
- 3.7. Weeds collection regularly to discard worn or out-of-date materials and equipment.

\_\_\_\_\_ SATISFACTORY

\_\_\_\_\_ UNSATISFACTORY

**Evaluator's Comment:**

**Employee's Response (Optional):**

## CRITERION 4: EDUCATIONAL LEADERSHIP

*The employee promotes professional growth by demonstrating interest in work assignment and developing positive collegial relationships.*

- 4.1. Has made sufficient progress to complete professional goals;
- 4.2. Accepts constructive criticism and implements suggestions for improvement;
- 4.3. Shares school responsibilities as appropriate for the time spent in building;
- 4.4. Acts as resource and referral to other District personnel and outside agencies;
- 4.5. Participates in professional organizations.

\_\_\_\_\_ SATISFACTORY

\_\_\_\_\_ UNSATISFACTORY

Evaluator's Comment:

Employee's Response (Optional):

## CRITERION 5: PARENT - COMMUNITY INVOLVEMENT

*The employee fosters communication with parents and community.*

- 5.1. Acts as a resource to parents and keeps them informed of student progress;
- 5.2. Promotes positive school-community relationships.

\_\_\_\_\_ SATISFACTORY

\_\_\_\_\_ UNSATISFACTORY

Evaluator's Comment:

Employee's Response (Optional):



# Educational Support Staff Final Evaluation Report

(Counselors, Physical Therapists, Occupational Therapists,  
Speech Therapists, (SLPS) Psychologists, Nurses)

Short Form

Employee Name \_\_\_\_\_ Evaluator Name \_\_\_\_\_ Date \_\_\_\_\_

Building Name \_\_\_\_\_ Assignment \_\_\_\_\_

Evaluation Type: Annual \_\_\_\_\_ Other \_\_\_\_\_

**Description of Responsibilities:** *Includes areas (such as classes taught, number of preparations, class size, district/building responsibilities). Even though this description lists total responsibilities, the evaluation herein is limited to specific teaching assignment.*

**Observation Record:** *A minimum of one (1) thirty (30) minute observation.*

Date \_\_\_\_\_ Class/ Activity \_\_\_\_\_ Length of Observation \_\_\_\_\_

Date \_\_\_\_\_ Class/ Activity \_\_\_\_\_ Length of Observation \_\_\_\_\_

It is my judgment, based upon adopted criteria, that this certificated employee has demonstrated successful performance and has met statutory requirements.

Date \_\_\_\_\_ Evaluator \_\_\_\_\_

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

*My signature indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.*

# Librarian Final Evaluation Report

Short Form)

Teacher Name \_\_\_\_\_ Evaluator Name \_\_\_\_\_ Date \_\_\_\_\_

Building Name \_\_\_\_\_ Assignment \_\_\_\_\_

Evaluation Type: Annual \_\_\_\_\_ Other \_\_\_\_\_

**Description of Responsibilities:** *Includes areas (such as classes taught, number of preparations, class size, district/building responsibilities). Even though this description lists total responsibilities, the evaluation herein is limited to specific teaching assignment.*

**Observation Record:** *A minimum of one (1) thirty (30) minute observation.*

Date \_\_\_\_\_ Class/ Activity \_\_\_\_\_ Length of Observation \_\_\_\_\_

Date \_\_\_\_\_ Class/ Activity \_\_\_\_\_ Length of Observation \_\_\_\_\_

It is my judgment, based upon adopted criteria, that this certificated employee has demonstrated successful performance and has met statutory requirements.

Date \_\_\_\_\_ Evaluator \_\_\_\_\_

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

*My signature indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.*