



WENATCHEE
SCHOOL DISTRICT

COLLECTIVE BARGAINING AGREEMENT BETWEEN

Wenatchee School District No. 246
AND
Wenatchee Education Association

September 1, 2023 through August 31, 2025

TABLE OF CONTENTS

PREAMBLE.....5

ARTICLE I. ADMINISTRATION..... 5

 Section 1.B. Recognition..... 7

 Section 1.C. Status of Agreement..... 7

 Section 1.D. Individual, Extended and Supplemental Contracts..... 7

 Section 1.E. Notification of Non-Continuing Contracts..... 8

 Section 1.F. Distribution of the Agreement..... 8

 Section 1.G. Joint Meetings..... 9

 Section 2.A. Member’s Dues Deduction..... 9

 Section 2.B. Other Deductions..... 9

 Section 2.C. Management Rights..... 10

 Section 2.D. Association Rights..... 10

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..... 17

 Section 3.F. Privacy..... 18

 Section 3.G. Harassment..... 18

 Section 3.H. Drug-Free Workplace..... 18

 Section 3.I. Safe and Healthy Working Environment..... 20

 Section 3.J. Employee Facilities..... 21

ARTICLE IV. EVALUATION AND PROBATION..... 21

 Section 4.A. Employee Evaluation – Purpose..... 21

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

 Section 4.C. Definitions..... 22

 Section 4.D. Evaluation Process..... 24

 Section 4.E. Comprehensive Evaluation Option..... 24

 Section 4.F. Focused Evaluation Process..... 29

 Section 4.G. Provisional Employees..... 31

 Section 4.H. Probation..... 31

 Section 4.I. Non-Classroom Teacher Evaluation..... 33

 Section 4.J. Short Form Employees..... 33

 Section 4.K. Long Form Employees..... 34

 Section 4.L. General Requirements..... 35

 Section 4.M. Use of Evaluation Results..... 36

ARTICLE V. STAFF REDUCTION AND RECALL..... 36

 Section 5.A. Definitions..... 36

 Section 5.B. Board Determination of Program..... 36

Section 5.C. Criteria for Modified Educational Program (MEP).....	37
Section 5.D. Selection of Employees.....	37
Section 5.E. Recall.....	39
Section 5.F. Insurance.....	39
ARTICLE VI. INSTRUCTION.....	40
Section 6.A. Academic Freedom.....	40
Section 6.B. Workload and Class Size Provisions.....	40
Section 6.C. Special Education.....	43
Section 6.D. Preparation Time:.....	45
Section 6.E. Student Discipline.....	46
Section 6.F. Mentor Teacher.....	47
Section 6.G. Grading/ Report Cards.....	48
Section 6.H. Learning Improvement Team.....	49
Section 6.I. Learning Improvement Days.....	52
Section 6.J. Curriculum Adoption and Implementation Committee.....	54
Section 6.K. Curriculum and Staff Development Time.....	54
Section 6.L. District Trainings and Required Sub Plans.....	54
ARTICLE VII. LEAVES.....	55
Section 7.A. Definition of Leaves.....	55
Section 7.B. Illness, Injury and Emergency (Sick) Leave.....	55
Section 7.C. Bereavement Leave.....	59
Section 7.D. Personal Leave.....	59
Section 7.E. Family and Disability Leave (Family and Medical Leave Act of 1993).....	60
Section 7.F. Paid Family and Medical Leave (PFML).....	61
Section 7.G. Adoption Leave.....	61
Section 7.H. Child Rearing Leave.....	61
Section 7.I. Teacher's Role as a Parent:.....	61
Section 7.J. Jury Duty and Subpoena Leave.....	62
Section 7.K. Long Term Leave.....	62
Section 7.L. Military Leave.....	62
Section 7.M. Association Leave.....	62
ARTICLE VIII. FISCAL MATTERS.....	63
Section 8.A. Salary.....	63
Section 8.B. Supplemental Assignments Salary Schedule.....	65
Section 8.C. Compensation Rates.....	65
Section 8.D. School Nurses' Salaries.....	66
Section 8.E. Salary Payment.....	66
Section 8.F. Payment and Leave Calculation Errors.....	66
Section 8.G. Per Diem Days.....	66
Section 8.H. Early Notice Benefit.....	67
Section 8.I. Extended Season Stipend.....	67

Section 8.J. Professional Growth Reimbursement.....	67
Section 8.K. Support for New District Educators.....	68
Section 8.L. Professional Responsibilities and Certification.....	68
Section 8.M. National Board Certification.....	68
Section 8.N. Senior Employee Advisory Stipend.....	68
Section 8.O. Retiree Insurance Subsidy.....	69
Section 8.P. Insurance.....	69
Section 8.Q. Travel.....	69
Section 8.R. Attendance at Meetings and Conferences.....	70
Section 8.S. Length of Contract.....	70
Section 8.T. Contract Day.....	71
Section 8.U. Release from Contract.....	72
ARTICLE IX. GRIEVANCE PROCEDURE.....	73
Section 9.A. Purpose.....	73
Section 9.B. Definitions.....	73
Section 9.C. Grievance Principles and Rights.....	73
Section 9.D. Procedures.....	74
Section 9.E. Adverse Action.....	75
ARTICLE X. DURATION.....	76
Section 10.A. Effective Dates.....	76
Section 10.B. Openers.....	76
Section 10.C. Notification for Successor Agreement.....	76
Section 10.D. Effective Date of Agreement.....	76

PREAMBLE

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

ARTICLE I. ADMINISTRATION

Section 1.A. Definition of Terms

1. The term "Agreement" shall mean this collective bargaining agreement.
2. The term "Alternative Learning Program" may include the following classroom types; learning center, structured learning center, communication room, and transition house.
3. The term "Association" shall mean the Wenatchee Education Association.
4. The term "AR" shall mean Association Representative(s).
5. The term "BEA" shall mean Basic Education Act.
6. The term "Board" shall mean the Board of Directors of the District.
7. The term "Caseload" shall mean the number of cases handled – students for whom a Special Education Educator is responsible for writing an IEP/Evaluation – may be case manager on the IEP or serve the student at least weekly for services on the IEP.
8. The term "Contract" shall mean the individual contract issued to each employee pursuant to RCW 28A.67.070.
9. The term "Date of Hire" shall mean the last hire date for employment with the District.
10. The word "Day" whenever used in this section shall mean a weekday unless it is expressly clear that it means otherwise.
11. The term "District" shall mean Wenatchee School District No. 246, Wenatchee, Chelan County, Washington.
12. The term "Elementary Specialists" shall mean K-5 Health/Fitness, Music, Art, Teacher Librarians and Intervention.
13. The term "Employee(s)" shall mean those educational employees for whom the Association is recognized as the exclusive bargaining agent.
14. "FTE" shall mean full time equivalent employee.
15. "Grievance" shall mean a claim by a grievant that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
16. "Grievant" shall mean an employee or a group of employees or the Association filing a grievance.
17. "ISO" shall mean International Standards Organization.
18. "Itinerant Staff" are those who teach/work at more than one school site.
19. "Leave" shall mean any period of time during which an employee is absent from work under any of the criteria established in Article VII.
20. The term "LID" shall mean Learning Improvement Day.
21. The term "LIT" shall mean Learning Improvement Team.
22. The term "Open Interview Process" shall mean the public posting and hiring process as described in ISO work procedures on the WSD website under Human Resources Procedure HRO-P001.

- 23.** The term “OSPI” shall mean the Office of Superintendent of Public Instruction.
- 24.** The term “Parties” shall mean the District and the Association.
- 25.** The term “President” shall mean the President of the Association or designee.
- 26.** The term “District Directed Day” shall mean a day of professional development offered by the District, with mandatory or voluntary attendance, in which an employee is eligible to use one or more of the available District Directed Per Diem Days.
- 27.** The term “RCW” shall mean the Revised Code of Washington.
- 28.** The term “Seniority” shall mean certificated years of experience, i.e., the number of years of accumulated full-time and part-time professional education employment prior to the current reporting school year in the State of Washington, out-of-state, and a foreign country in which employment counts towards certificated years of experience for the State of Washington. Employees working less than 1.0 FTE will earn seniority equal to the contracted FTE per year, rounding up to the next highest whole number, by state definition .45 and up. Unless otherwise specifically stated, this definition of seniority will apply in all areas of the contract. This definition is also consistent to WAC 392-121-264.

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

- 29.** The term “Special Education Educator” shall mean an educator who provides specially designed instruction that meets the unique needs of a child who has a disability.
- 30.** The term “Superintendent” shall mean the chief administrative officer of the District or their designee.
- 31.** The term “Supplemental Contract” shall mean that contract issued and signed for special and supplemental assignments covered under WenEA agreement and shall be in accordance with current statutory provisions.
- 32.** The term “WAC” shall mean the Washington Administrative Code.
- 33.** “Years of Experience” shall mean “Seniority,” see definition of Seniority above.

Section 1.B. Recognition

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

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

Section 1.C. Status of Agreement

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

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

Section 1.D. Individual, Extended and Supplemental Contracts

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

“In the event the Legislature shall appropriate funds for the express purpose of adjusting the employee’s salary during the term of this agreement, the salary which is otherwise provided for in the individual employee contract shall be adjusted subject to the receipt of such funds by the District and in compliance with the distribution guidelines as may be adopted by the office of OSPI and/or the District.”

2. **Copies:** Two (2) copies of individual contracts shall be given to each employee each year for signature. Both copies shall be returned to the District Office. One (1) of these copies shall then be placed in the employee's personnel file and one signed copy returned to the employee.
3. **Extended Contracts:** Extended contracts shall be issued to all employees whose job requires that they work a longer work year than the base contract as established by the state legislature and incorporated into the state salary schedule.

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

4. **Notice of Supplemental Assignment:** Notice of supplemental assignments shall be issued to all employees assigned to co-curricular and special assignments. Such notice shall identify the Parties, the purpose of the assignment, and the rate of compensation. Employees shall be provided with a job description. Supplemental contracts shall be paid in accordance with the Supplemental Salary Schedule, which is attached to and made a part of this Agreement as Appendix B. Supplemental contracts are limited to one (1) year.
5. **Supplemental Contract Termination:** The District or the employee may originate termination. Written notification of termination of supplemental contracts by either Party shall be within thirty (30) days after the contracted season or the end of the school year. (Employee notification shall be to the HR Administrator.)

Section 1.E. Notification of Non-Continuing Contracts

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

Section 1.F. Distribution of the Agreement

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

Section 1.G. Joint Meetings

Representatives of the Parties shall meet at each other's request during the regular school year and as needed during calendar breaks in order to pursue mutual problem solving and monitor administration of the Agreement. Such meetings shall not be grievance resolution conferences.

ARTICLE II. BUSINESS

Section 2.A. Member's Dues Deduction

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

Section 2.B. Other Deductions

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

Section 2.C. Management Rights

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

Section 2.D. Association Rights

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

6. **Employee and New Hire Information:** At the beginning of the school year, the District shall provide the Association the names and work locations of all bargaining unit members. As soon as possible after hire, the District shall provide the Association with contact information of new hires. Contact information will include: work location, personal telephone number, and mailing address.
7. **New Teacher Orientation Access:** The Association will have access to new certificated staff during the New Teacher Orientation.

ARTICLE III. EMPLOYEE RIGHTS

Section 3.A. Non-Discrimination Clause

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

Section 3.B. Employee File

1. **Right to Inspect:** Any employee shall have the right to inspect all contents of their personnel file by making an appointment for such purpose through the Human Resource Office. An Association Representative shall, at the employee's request, accompany the employee in this review. In addition, each employee shall have the right to review, initial, copy and attach their own comments to material made a part of their personnel file.
2. **Access to Files:** Access to the employee's files is limited to the employee and:
 - a. **Personnel File:** Administrators with a need to know, personnel office staff or as required by law.
 - b. **Medical/Confidential File:** Personnel office, administrators as needed for reasonable accommodation, first aid/emergency personnel as needed, government/legal agencies conducting investigation relevant to medical issues, as needed to process workers' compensation or other insurance claims.
 - c. **Payroll File:** Payroll staff, personnel office staff, and auditing/investigating agencies.
 - d. **I-9:** Personnel office staff, auditing/investigating agencies.

3. **Contents:** Each employee personnel file shall contain the following: Employee history log (data and status record), status changes (personnel action notices), selection records (employment requisition, application, resume, offer/acceptance letter), employment development records (employee performance appraisals, education updates, training received, etc.), documentation of significant events, including commendations or warnings, miscellaneous artifacts, including separation records (resignation letter, termination letter, exit interview, reference waiver). Other employee files include payroll file, employment eligibility verification I-9 forms, and confidential files which include: candidate interview evaluation forms, pre-employment reference checks, Affirmative Action/U.S Equal Employment Opportunity Commission (EEOC) data, medical information, and legal action information.
4. **Placement of Materials:** Employees shall be given notification of any negative material not bearing the employee's signature that is placed in their personnel file at the time it is so placed. Employees shall be given an opportunity to attach written comments within ten (10) days of the receipt of the material. Employees shall indicate they have seen such materials and have received a copy thereof by affixing their signature and dating the copy that is to go into the file.
5. **Location:** The District shall maintain the employee's personnel file at the District Office. The Superintendent shall be responsible for safeguarding personnel files. No duplicate or supplemental files, including computer files, except the principal's working file, shall be maintained in any other location.
6. **Removal of Materials:** After seven (7) years or at the employee's request and upon mutual agreement between the employee and superintendent or designee, the District may remove and destroy employee's evaluation reports and any adverse materials upon which no subsequent action has been taken.
7. **Confidentiality:** Personnel files of employees are confidential. Personnel files shall be available for inspection only to supervisory personnel, confidential employees of the District, the individual employee, the employee's Association Representative (upon employee's written consent) or as otherwise required by law.
8. **Employee's Yearly Evaluation File:** The Administrator's working file, should it exist, shall be available for review by the employee at the employee's request. No derogatory material shall be placed in the file without notice being provided to the employee within ten (10) days. In addition, any material leading to discipline will be sent to Human Resources -immediately at the conclusion of the incident or investigation and placed in the confidential investigation file. With the exception of a Letter of Direction, the Administrator's working file shall be purged at the end of each school year or no later than June 30. All Letters of Direction shall be purged after one (1) calendar year from date of issue. In the event that the employee transfers buildings, the Letter of Direction will be purged at the end of the school year or not later than June 30.

Section 3.C. Right to Due Process and Just Cause

1. **Due Process:** Employees have the right to due process in any matter which may adversely affect the employee's contractual employment status with the district. Employees shall not be reprimanded, disciplined, suspended, reduced in rank or compensation, non-renewed or discharged without just cause.
2. **Letter of Direction:** A Letter of Direction is considered non-disciplinary and will not be placed in an employee's personnel file. Letters of Direction placed in the Administrator's working file shall be purged no later than one (1) calendar year after the date of issue. Letters of Direction are not subject to this agreement's grievance procedures.
3. **Written Grounds:** The specific grounds forming the basis for disciplinary actions shall be made available to the employee and the Association in writing at the time the discipline is taken.
4. **Hearings:** Employees shall have the right to a fair hearing(s) and confrontation of witnesses at said hearing(s).
5. **Association Representation:** Employees shall be entitled to Association representation at any hearing, meeting or conference involving the employee regarding disciplinary actions or the investigation thereof at which the employee is present. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. In the event a disciplinary action is to be taken, the employee shall be advised of the right to representation in writing under this provision prior to the action being taken. There shall be no undue delays in this process.
6. **Privacy and Confidentiality:** Any criticism of an employee by any agent of the District and all disciplinary actions shall be made in private and in confidence and never in the presence of students, parents, other employees, or at public gatherings.
7. **Complaints Against Employees:** Any formal complaint against any employee that may lead to disciplinary action shall be promptly called to the attention of the employee. Prior to any disciplinary proceeding or action the employee shall have the right to confer with the appropriate administrative officer and present their position. No complaint against an employee may be used in a disciplinary action against that employee unless the complaint was discussed with the employee in a timely fashion.
8. **Progressive Discipline:** The following levels of progressive discipline will be followed. Levels may be repeated or bypassed depending on the severity of the conduct.
 - a. Oral Reprimand (with written documentation)

- b. Written Reprimand
 - c. Suspension Without Pay
 - d. Non-Renewal (of non-provisional employees) or Discharge
- **Oral Reprimand**- An oral reprimand is a disciplinary notice provided verbally with written documentation, which shall include an explanation of the deficiency or misconduct to be corrected and a specific outline for correction of the problem. This record shall be made part of the employee's personnel file.
 - **Written Reprimand** - A written reprimand is a disciplinary notice in writing, which shall include an explanation of the deficiency or misconduct to be corrected and a specific outline for correction of the problem. This record shall be made part of the employee's personnel file.
 - **Suspension Without Pay** - In the case of suspension without pay, any employee shall, unless otherwise provided herein, be entitled to a written notice of the charges against them; and when the suspension without pay shall begin. This record shall be made part of the employee's personnel file.
 - **Non-Renewal (of non-provisional employees) or Discharge** - In the case of non-renewal or discharge, any employee shall, unless otherwise provided herein, be entitled to a written notice of the charges against them; and when the non-renewal or discharge shall begin.

Section 3.D. Assignment and Transfer

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

1. Assignments:

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

2. Transfers:

- a. **Definition:** An “internal transfer” shall mean a change in assignment within a building or site. An “external transfer” shall mean a change in assignment from one site to another.
- b. **Vacancies:** When vacancies (including new positions) exist as determined by the District, employee transfers shall be made on the basis of qualifications.
- c. **Involuntary Transfers:** When an involuntary transfer is necessary, the goal is to provide for the best possible placement while minimizing disruption to students and staff. If numbers and/or program needs force or necessitate an involuntary transfer, first consideration will be lowest level of seniority in conjunction with the amount of current or relevant training, or role vital to provision of special services in a building (i.e. bilingual, program trainer, etc.). When such transfers are made, they shall be accompanied with a written explanation of the reasons. No employee shall be assigned to a position outside their academic major, minor, or endorsements. Employees transferred involuntarily shall be transferred only to a comparable FTE position.
- d. **Transfers to a Combination Class:** It is the intent of both Parties that teachers assigned to teach combination classes should remain in that assignment for no longer than two (2) consecutive years. In the selection of a teacher for a combination class it is desirable that the teacher: 1.) is a volunteer for the assignment; 2.) has prior experience with the curriculum of at least one of the grades included in the combination class; 3.) has not been assigned to teach a combination class within the last three (3) years.
- e. **Transfer Compensation:** Compensation shall be awarded when an employee transfers from building to building. The transferring employee may select two (2) per diem days, two (2) substitute days, or a combination. Employees involuntarily moved within their current building shall receive one (1) per diem day or one (1) substitute day. Itinerant staff who have a workstation in a building and are being transferred to another building shall receive 1/2 day per diem for each workstation moved. If additional time is needed, you must receive pre-approval from your supervisor. Itinerant staff moving within the same building may request pre-approval from their supervisor for compensation to move their work station.

3. Vacancies and Posting of Jobs:

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

- a. **Posting:** All vacancies (including new positions) shall be reported to the Association and posted on the District website for a minimum of five (5) days.

- b. **In Building Interest Request:** Employees who are considering changing assignments within their building must complete and submit an in building interest request form to their principal prior to February 1. When the vacancy occurs, the employee will be notified and granted an interview if the employee is still interested in the position.
 - c. **Duration of In Building Interest Request:** In building interest requests received by February 1 are valid until twenty (20) days into the following school year unless revoked by the employee prior to a position being offered.
 - d. **Application for District Vacancy:** When a vacancy has been determined, the position shall be posted for at least (5) working days to current employees and the public. A district employee who meets the certification, endorsement, and job posting requirements, and has an overall satisfactory/proficient evaluation from the previous year, may apply for the vacancy and shall be granted an interview. If two or more district candidates are equally qualified, based on the current job posting, then seniority shall be the determining factor.
 - e. **Notice to Applicants:** All employees requesting a transfer to a vacancy or new position shall be notified within five (5) days of the employer filling the vacancy or new position. Such notification shall include a statement of acceptance or non-acceptance. If not accepted, the employee has the right to a conference with the HR Administrator to discuss the reasons for non-acceptance
4. **Part-Time Employees:** As vacancies occur within the District, part time employees shall have equal application rights with outside applicants for an increase in contracted hours as they occur, provided they file an application with the HR Administrator. Part time employees will be considered as internal/external transfers to an equivalent FTE position.
5. **Leave Replacement Employees:**
- a. **Definition:** Leave replacement employees are those employees who are hired to fill a vacancy created when another employee is on leave.
 - b. **Benefits:** Leave replacement employees shall accrue seniority, receive the same benefits, accrue retirement credit and in all other manners receive the same treatment, privileges, and benefits as other employees of the bargaining unit, provided that they shall not receive a continuing contract.
 - c. **Preference:** Leave replacement employees shall be granted an interview after completing an employment application for the leave replacement position, should it become vacant. Leave replacement employees are not guaranteed an interview for other district positions.

6. **WVTSC Summer School Employees:** Wenatchee Valley Technical Skills Center (WVTSC) instructors who intend to teach summer school shall notify the WVTSC Director and Human Resources by February 1. Unfilled positions will be posted following District guidelines. If no qualified applicant applies for a position, the position will be filled by the current school year instructor. Current instructors shall be notified of their Summer School status by May 15. Instructors who fill these positions shall be compensated at per diem rate.

Section 3.E. Employee Protection

1. **District Insurance:** The District shall provide such insurance for the protection of employees as is required by RCW 28A.400.370. Such insurance shall be as follows:
 - a. **Summary of Benefits:** Such insurance shall provide employees with insurance protection while engaged in the maintenance of order and discipline and the protection of school personnel, students and property. Such insurance must include as a minimum, liability insurance covering injury to persons and property, and insurance protecting the employee from loss or damage of personal property while so engaged.
 - b. **Property Loss:** The District shall insure employees against damage to or loss of their personal property necessarily used by the employee in the course of their employment, provided that such coverage shall be subject to a \$25 deductible and a \$750 maximum for each loss. To be eligible for coverage and reimbursement, the employee must have registered the property with the building principal or immediate supervisor and certify that such equipment is necessary for instructional purposes, and must have the approval of the building principal or immediate supervisor. Forms for registration of personal items will be under the HR tab on the WSD website.

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

2. **Threats:** Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify the Superintendent and, if necessary, the appropriate law enforcement authority. This includes online threats, or any threatening communication through electronic text, photos or video. Immediate steps shall be taken by the Superintendent in cooperation with the employee to provide for the employee's safety. Steps may include notifying law enforcement, providing legal counsel and/or other earnest efforts. The Superintendent shall report precautionary measures for the employee's safety to the employee and the Association President at the earliest possible time.

3. **Injury on the Job:** When an employee is injured on the job, including but not limited to an injury having occurred as a result of a student's action and is unable to perform their duties as a result of an on-the-job injury or occupational disease or illness, and is certified off work by a doctor, the employee may elect to use leave as follows:
 - a. Choose unpaid leave thus receiving only their entitled temporary total disability (TTD) benefit payment from the Districts industrial insurance; or
 - b. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in addition to their entitled TTD benefits; or
 - c. If the injury occurred as a result of a student's action, the employee, at the discretion of the Executive Director of Human Resources, will be eligible for up to three (3) days of leave, not charged to their sick or personal leave provided the employee has filed an L&I claim, the claim must be accepted by L&I and the employee is unable to work as documented by the treating physician.
 - d. Elect to use a proportionate share of accumulated leave to make up the difference between the workers' compensation payments and the employee's regular pay at the time of injury.

Section 3.F. Privacy

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

Section 3.G. Harassment

The District shall investigate and take appropriate disciplinary action when an employee complains that they have been harassed or threatened by staff, students or parents (including sexual harassment). Following District investigation, the District shall give the employee a written report of findings relating to the accusation and of action taken.

Section 3.H. Drug-Free Workplace

1. **Definition:** The Drug-Free Workplace Act of 1988 and Amendments of 1989 (P.L. 100-690) (P.L. 101-226) (hereafter, the "Act") prohibits the unlawful possession, use or distribution of illicit drugs and alcohol in the workplace.

- 2. Procedure:** The District, in cooperation with the Association, shall satisfy the requirements of the Act by:
- a. Publishing a statement notifying employees that the Act prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace and specifying the actions that will be taken against employees for violation of such prohibition, as more particularly described below.
 - b. Establishing a drug/alcohol-free awareness program to inform employees about;
 - i. The dangers of drug/alcohol abuse in the workplace.
 - ii. The District's policy of maintaining a drug/alcohol free workplace.
 - iii. Any available drug/alcohol counseling, rehabilitation, and employee assistance programs, and
 - iv. The penalties that may be imposed upon employees for drug/alcohol abuse violations.
 - c. Making it a requirement that each employee be given a copy of the statement by subparagraph (2a).
 - d. Notifying employees in the statement required by subparagraph (2a) that, as a condition of employment, the employee will;
 - i. Abide by the terms of the statement; and
 - ii. Notify the District of any criminal drug/alcohol statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

3. Employee Rights: Employees who are accused of reporting to work under the influence of illicit drugs, alcohol or controlled substances will be subject to and afforded the rights under Article III, Section 3.C (Right to Due Process and Just Cause).

4. Criminal Charges: Conviction and Dismissal: In the event an employee is formally charged by law enforcement officials with a criminal drug/alcohol statute offense that violates the Act, the employee shall be suspended from service without pay until either criminal charges are dismissed or a conviction entered in the appropriate court. In the event the formal charges against the employee result in a conviction under any criminal drug/alcohol statute, such conviction shall be grounds for immediate personnel action up to and including termination, without compliance with Article III, Section 3.C (Right to Due Process and Just Cause). In the event charges are dismissed or an alleged violation does not result in a conviction, the employee will be restored to full service with back pay.

5. Drug/Alcohol Addiction: The Parties jointly recognize that drug/alcohol addiction is a treatable illness. It also is recognized that it is in the best interest of the employee and the Parties that these illnesses be treated and controlled under the existing Employee Assistance Program. Except for conduct that violates Subsection 1 and Subsection 4, the concern of the

Parties is limited to drug/alcohol addiction that causes poor attendance and unsatisfactory performance on the job. The sole objective is to help, not harm, the employee. The Employee Assistance Program is designed for rehabilitation, not elimination or discipline of the employee. Any employee who participates in the Employee Assistance Program will be entitled to all of the rights and benefits provided to other employees who are sick, in addition to specific services and assistance that this program may provide, and all the protections of the Agreement. It shall also be the responsibility of the District to assure any drug/alcohol-addicted employee that a request for diagnosis or treatment will not jeopardize their job rights or job security. The District will respect the employee's rights to privacy, dignity, and security, and strict confidentiality will be observed at all times.

Section 3.I. Safe and Healthy Working Environment

1. Employees shall not be expected to search for weapons or disarm students with weapons.
2. In accordance with state law, any student who creates a disruption of the educational process in violation of the district's disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher for his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the administrator and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action. In no event, without the consent of the teacher, may an excluded student return to class during the balance of that class or activity, period or up to the following two days, or until the administrator and the teacher have conferred. (RCW 28A.600.020.)

"Confer" means that the administrator and the teacher will discuss away from students, the details of the situation, consequences consistent with the student discipline policies and guidelines, and strategies/plan for behavior modification.

Parents of any student so removed from class, will be notified as soon as possible by the administrator or teacher. When the teacher removes a student, the teacher will call home on the same day of the first incident. Subsequent incidents, administrator and teacher will mutually decide who will make contact with the parent.

3. Employees shall be offered training in dealing with violence in the workplace.
4. Matters relating to unhealthy or unsafe working conditions will be reported to the building administrator.
 - a. The Parties will abide by the applicable safety standards set forth in the Washington Industrial Safety and Health Act.

- b. Acknowledgement by the administration of the issues will be made in writing within one (1) week.
5. If the employee has a health and/or safety concern, the situation will be brought to the attention of the building administrator. The building administrator will meet with the employee to review and discuss appropriate steps to take to address the concern. Responses will be provided in writing.

Section 3.J. Employee Facilities

A classroom or workspace will be provided appropriate to the assignment (counselor's office, consulting room, etc.). Building administrator will work collaboratively with certificated staff to appropriately equip each classroom/workspace.

ARTICLE IV. EVALUATION AND PROBATION

Section 4.A. Employee Evaluation – Purpose

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

1. To acknowledge the critical importance of teacher quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.
2. To identify, in consultation with classroom teachers, particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher needs to improve their performance.
3. To assist classroom teachers who have identified areas needing improvement, in making those improvements.

Section 4.B. Qualifications Of Evaluators

The term "Evaluator" shall mean the building principal of the employee being evaluated, provided that assistant principals and deans may serve under the direction of the building principal as evaluator. In the event the employee being evaluated does not work under the direct supervision of a building principal, a certificated administrator as designated by the Superintendent shall serve as evaluator. Such administrator shall be made known to the employee as their evaluator within ten (10) working days of the beginning of the school year. Principals and administrators who have evaluation responsibilities will engage in professional development designed to implement the evaluation system and maximize rater agreement. RCW 28A.405.120.

Section 4.C. Definitions

1. The term “**Artifacts**” shall mean anything in physical or virtual form that provides data. Artifacts could include notes from observed practice and products or results of a classroom teacher’s work that demonstrates knowledge and skills of the educator with respect to the four-level rating system.
2. The term “**Evidence**” shall mean any artifact used as part of the evaluation.
3. The term “**Classroom Teacher**” shall mean certificated staff with an assigned group of students for whom they provide academically focused instruction and/or grades. The term “classroom teachers” does not include Educational Staff Associates (e.g. speech language pathologists, OT, PT, nurses, psychologists), counselors, librarians, instructional coaches, and other bargaining unit members who do not meet this definition. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in this Agreement.
4. The term “**Component**” shall mean the sub-section of each criterion.
5. The term “**Instructional Framework**” means one of the approved instructional frameworks adopted by the Superintendent of Public Instruction to support the four-level rating system pursuant to RCW 28A.405.100. The Wenatchee School District Board of Directors has adopted the Marzano Teacher Evaluation Model. The Parties will incorporate the Marzano Teacher Evaluation Model Rubrics by State Criteria with Scales and Possible Evidence as the basis of the evaluation process.
6. The term “**Evaluation**” shall mean the ongoing process of identifying, gathering and using information to improve professional performance, and assess total job effectiveness.
7. The term “**Evaluation Criteria**” shall mean the minimum eight (8) evaluation criteria for classroom teachers specified in WAC 392-191-006, and that list of criteria set forth and made a part of this Agreement for Educational Support Staff Employees as included in Appendix E, for Librarians as included in Appendix F, and for Counselors as Appendix E.
8. The term “**Evaluation Report**” shall mean that document which becomes a part of the employee’s personnel file.
9. The term “**Mid-Year Self-Reflection**” shall mean a review of progress towards employee’s annual goals.
10. The term “**Not Satisfactory**” shall mean:

- a. Provisional Teachers and Teachers with five (5) years or less teaching experience in the State of Washington:
 - i. Receiving a summative score of one (1) is not considered satisfactory performance.
- b. Continuing Contract Teachers with more than five (5) years teaching experience in the State of Washington:
 - i. Receiving a summative score of Unsatisfactory (one (1)) is not considered satisfactory performance.
 - ii. Receiving a summative score of Basic two (2), for two years in a row or two years within a consecutive three-year period, is not considered satisfactory performance.

11. The term “**Observation**” shall mean the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties, for the purpose of viewing instruction and examining evidence over time based on the district adopted teacher evaluation model.

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

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

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

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

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

For the purposes of S.G.3.2 and S.G.6.2, the following definitions shall apply: The percentage of students demonstrating growth on a minimum of two student growth measures shall be defined as:

Distinguished	=	90 – 100%
Proficient	=	60 – 89%
Basic	=	50 – 59%
Unsatisfactory	=	0 – 49%

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

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

Section 4.D. Evaluation Process

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

Section 4.E. Comprehensive Evaluation Option

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

1. Student Growth Goals – Comprehensive Evaluation

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

2. Pre-Observation Conference – Formal Observation

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

3. Formal Observations

- a. One of at least two (2) pre-arranged observations must be a formal observation and must be at least thirty (30) minutes in length. This observation shall be conducted within the first ninety (90) calendar days for provisional employees or by February 1st for non-provisional employees on a comprehensive evaluation. The total annual observation time cannot be less than sixty (60) minutes.
- b. Employees in the third year of provisional status must be observed for an additional thirty (30) minutes, for a total observation time for the school year of no less than ninety (90) minutes.
- c. If mutually agreed upon, the second thirty (30) minutes of required observation time may be broken into smaller time increments of at least ten (10) minutes each. Only one pre-observation conference will be required for that series of observations.
- d. The evaluator will provide a written summary and provide a copy to the employee within three (3) days following the completion of said summary.
- e. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference and be used to determine the final evaluation score.
- f. The final formal observation shall occur prior to May 1st.

4. Post-Observation Conference – Formal Observation

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

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

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

5. Informal Observations/Walk-Throughs

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

6. Mid-Year Self-Reflection

An opportunity will be provided to review the teacher's goals and make adjustments if necessary. It is the intent of the Parties to complete this process during a designated Monday LID. The mid-year self-reflection will be optional if an opportunity is not provided.

7. Rating Evaluative Evidence

- a. Formal observations will be rated in the electronic evaluation system.
- b. Informal observations and walk-throughs, used in the evaluation of the employee, will be rated if they are entered into the electronic evaluation system.
- c. Teachers will be notified via the electronic evaluation system when evidence is recorded.
- d. Teachers may respond in writing or in person to any evidence recorded.

8. Final Summative Evaluation Conference – Comprehensive Evaluation

- a. Prior to June 10th the evaluator and teacher shall meet to discuss the teacher's final summative score.
- b. Any student growth evidence must be submitted to the evaluator prior to the final evaluation. Any other evidence must be submitted to the evaluator by May 1st, unless the evaluator and teacher mutually agree to a later date.
- c. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
- d. Evidence collection is to be gathered from the normal course of the employee's duties and shall not represent an additional workload created solely for the purpose of evaluation. The method of compiling and reviewing assessment data, evidence and artifacts will be mutually agreed upon by the teacher and the evaluator. It is the responsibility of the teacher to provide evidence to their evaluator for the purposes of scoring observables, non-observables, and student growth based on the Marzano framework.
- e. The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

9. Comprehensive Evaluation Summative Score

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

Unsatisfactory	=	8 – 14
Basic	=	15 – 21
Proficient	=	22 – 28
Distinguished	=	29 – 32

10. Student Growth Impact Rating

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

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

The following scoring band will be used to determine the student growth impact rating

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

11. Impact of Low Student Growth Score

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

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

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

12. Student Growth Inquiry

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

- a. The evaluator will examine additional student growth data in conjunction with the other student growth evidence previously provided.
- b. If the examination still results in a low student growth score, the evaluator will examine extenuating circumstances, which may include one or more of the following: goal setting process, content and expectations, student attendance, and/or extent to which standards, curricula, and assessments are aligned.
- c. If after the above two examinations, the classroom teacher still has a low student growth rating, the evaluator will create and implement a professional development plan to address student growth areas, a copy of which will be given to the teacher. This plan may include monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revision, refinement and progress, and/or best practices related to student growth data collection and interpretation. The professional development plan to address student growth will be developed prior to September 15th.

Section 4.F. Focused Evaluation Process

If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to remain on the comprehensive evaluation or be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation.

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

The chosen criterion for the focus evaluation may have been identified in the self-assessment or a previous comprehensive evaluation as benefiting from additional attention. The criterion shall be selected by the employee and mutually agreed upon by their evaluator.

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

An evaluator may move a teacher on a Focused evaluation to a Comprehensive evaluation for the duration of that school year, provided they have completed a formal observation prior to November 15th, they have communicated the reasons for the move to the teacher, and the teacher has had the opportunity to correct the issues. The move to a Comprehensive evaluation must be done prior to December 15th.

1. Observation

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

The total observation time for the school year will be no less than thirty (30) minutes and must have a written summary.

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

Required observations will be completed through informal observations. If the teacher/evaluator requests a formal observation, the evaluator will schedule one. Informal observations are outlined in the Comprehensive Evaluation Process listed above in

section 4.E., number 5. Teacher's/evaluator have the right to request up to two confidential meetings following observations to present additional evidence.

2. Final Summative Score – Focused Evaluation

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

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

3. Final Summative Evaluation Conference – Focused Evaluation

Prior to June 10th the evaluator and teacher shall meet to discuss the teacher's final summative evaluation.

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

Section 4.G. Provisional Employees

1. **Definition:** The term “Provisional Employee” shall mean any employee in a teaching or other nonsupervisory certificated position. Provisional employees shall be subject to nonrenewal of employment contract as provided in RCW 28A.405.220 during the first three years of employment, unless: (a) the employee has previously completed at least two (2) consecutive years of certificated employment in another school district in the state of Washington, in which case the employee shall be subject to nonrenewal of employment contract pursuant to RCW 28A.405.220 during the first year of employment; or (b) the employee has received an evaluation rating below level two (2) on the four-level rating system established under RCW 28A.405.100 during the third (3 rd) year of employment, in which case the employee shall remain subject to the nonrenewal of the employment contract until the employee receives a level two (2) rating. This shall include any employee who is re-employed with the district after a break in service.
2. **Evaluation Option:** Provisional Employees shall be evaluated on a comprehensive evaluation in accordance with provisions listed in section 4.E. Comprehensive Evaluation Option.
3. **Ninety (90) day Observation:** Provisional employees shall be observed for thirty (30) minutes in the first ninety (90) calendar days.
4. **Additional Observations:** In the third year of provisional status, employees shall be observed for a minimum of ninety (90) minutes during the evaluation year.

Section 4.H. Probation

1. **Notice:** At any time after October 15 th , an employee whose work is not judged satisfactory based on district evaluation criteria shall be placed on probation and notified in writing of the specific areas of deficiency and provided with a written reasonable program for improvement no later than January 20 th of the academic year. The Superintendent/Designee shall sign the notice to the employee.
2. **Not Satisfactory:** Continuing contract teachers with four (4) or more years of teaching experience in the state of Washington receiving a summative score of one (1) are considered not satisfactory.

Continuing contract teachers with five (5) or more years of teaching experience in the state of Washington receiving a summative score of two (2) for two years in a row or two (2) years within a consecutive three-year period are considered not satisfactory.

Teachers may only be placed on probation from the Comprehensive Evaluation Process.

3. **No Transfers:** During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district.
4. **Probationary Period:** A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance as long as the probationary period is concluded before May 1 st of the same school year.
5. **Purpose:** The purpose of the probationary period is to give the employee an opportunity to demonstrate improvement(s) in their areas of deficiency. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.200.
6. **Regular Meetings and Assistance:** During the probationary period the evaluator shall meet with the employee twice monthly to supervise and make written evaluations of the progress made by the employee.

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

The Association may bring in a consultant to assist the employee during the probationary period. An employee on probation may authorize an Association representative to accompany him/her at all conferences required in this section.

7. **Removal:** The employee must be removed from probation if they have demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level 2 or above for a continuing contract employee with five or fewer years of experience or of Level 3 or above for a continuing contract employee with more than five years of experience. If the evaluator is satisfied that the employee should be removed from probation, the employee shall be notified in writing no later than May 15.
8. **Failure to Improve:** If the probationary employee has not demonstrated satisfactory improvement in the area(s) of deficiency, the employee shall be notified in writing on or before May 15th of the lack of improvement along with specific documentation. Lack of necessary improvement constitutes grounds for finding probable cause for non-renewal pursuant to RCW 28A.405.210 or RCW 18A.405.300.

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

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

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

Section 4.I. Non-Classroom Teacher Evaluation

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

Evaluation Process: Notification within the first ten (10) days of each school year, or, in the case of new employees hired after the beginning of the school year, within then (10) days of hire, the Non-Classroom teacher, will be notified whether they will be evaluated using a long or short evaluation form, as well as who their evaluator for the year will be. Where appropriate, evaluators may use group meetings for this purpose.

Section 4.J. Short Form Employees

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

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

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

4. **Negative Evaluation Bar:** The short form evaluation may not be used as a basis for determining that an employee's work is unsatisfactory, nor as probable cause for the nonrenewal of an employee's contract under RCW 28A.405.210 or RCW 28A.405.220. The short form evaluation may be used only in those cases where the evaluator reports "satisfactory".
5. **Removal from Short Form:** The evaluator or the employee may require the use of the long form evaluation any time prior to the end of the first semester. A change to long form must be preceded by at least one (1) meeting to discuss the need to change, an opportunity for response and the decision. The change to long form evaluation must be completed prior to the end of the first semester.

Section 4.K. Long Form Employees

1. **Definition:** The term "long form employees" shall be any provisional employee or employee who does not qualify for short form evaluation. The evaluator or employee may require the use of the long form evaluation at any time.
2. **Frequency of Evaluation:** Long form employees shall be evaluated at least one (1) time each year, which evaluation shall be completed no later than June 1.
3. **Formal Observations:**
 - a. The first of at least two (2) pre-arranged formal observations for each employee shall be conducted within the first ninety (90) calendar days for provisional employees or by February 1st for non-provisional employees on long form. The total annual observation time cannot be less than sixty (60) minutes.
 - b. Employees in the third year of provisional status must be observed for an additional thirty (30) minutes, for a total observation time for the school year of no less than ninety (90) minutes.
 - c. If mutually agreed upon, the second thirty (30) minutes of required observation may be broken into smaller time increments. Only one pre-observation conference will be required for that series of observations.
 - d. The evaluator will provide a written summary and provide a copy to the employee within three (3) days following the completion of said summary.
 - e. The final formal observation shall occur prior to May 1st.

4. Post-Observation Conference – Formal Observation

5.

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

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

6. Informal Observations

- a. An informal observation is a documented observation that is not required to be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.
- b. Informal observations do not have to be in the classroom. Department or collegial meetings may be used for Informal Observations.
- c. If the evidence is to be used in the evaluation process, the teacher will be notified in writing.

Section 4.L. General Requirements

1. **Work Site Limit:** All observations for the purpose of evaluation must be conducted with the knowledge of the employee at the employee's normal work site.
2. **Signatures:** The written observation report(s) and the written evaluation report(s) must be signed and dated by the observer and the evaluator respectively. Such reports are also to be signed and dated by the employee, provided that the employee's signature shall indicate only that they have received a copy of the observation and/or evaluation, not that they necessarily agrees with its content.
3. **Copy and Response:** A copy of each observation shall be given to the observed employee within five (5) working days of the observation. A copy of the evaluation shall be given to the employee by June 1. Within ten (10) working days, the employee may submit written comments concerning the report which shall be attached to the report in the employee's file.
4. **Principals' Yearly Evaluation Files:** The principals' yearly evaluation files shall be purged at the end of each school year or no later than June 30.

5. **Surprise Bar:** Any item on the Evaluation Form that is marked with an “Unsatisfactory” must have been preceded with a written statement and/or formal conference with the employee in order to provide notice of the problem, specific suggestions for improvement, and reasonable time and opportunity for improvement.

Section 4.M. Use of Evaluation Results

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

1. **To Document Satisfactory Performance:** To document the satisfactory performance by an employee of their assigned duties.
2. **To Identify Areas for Professional Growth:** To identify area(s) for professional growth according to the criteria included on the evaluation instrument.
3. **To Document Unsatisfactory Performance:** To document performance by an employee judged unsatisfactory, based on the adopted evaluation criteria.
4. Instructional Coaches shall not be part of the evaluation of certificated staff.

ARTICLE V. STAFF REDUCTION AND RECALL

Section 5.A. Definitions

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

Section 5.B. Board Determination of Program

Prior to May 15, of each year, the Board shall, after providing opportunity for input from the Association, determine whether the financial resources of the District shall be adequate to permit the District to maintain its educational programs and services substantially at the same level for the next school year. If the Board determines that financial resources are not reasonably sufficient for the following school year, the Board shall adopt a modified educational program (MEP) and identify those employees who shall be retained to implement such an MEP, and those employees, if any, whose contracts shall not be renewed for the next school year. In the event the Board determines that financial resources shall not be sufficient to maintain the

educational program at the same level, the Board shall notify the Association, in writing, of such determination as soon as possible thereafter.

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

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

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

Section 5.D. Selection of Employees

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

1. **Attrition:** In an effort to eliminate unnecessary non-renewals or involuntary terminations, every reasonable effort will be made to determine the number of certificated positions which will be open as a result of (a) voluntary or mandatory retirements; (b) normal resignations; (c) other transfers; and (d) leaves of absence.
2. **Certification/Endorsement:** Employees retained to implement the MEP shall possess a valid Washington State certificate. An employee, to be eligible for retention by transfer, shall be qualified for the position being considered by virtue of education (college major or minor), teaching experience, or endorsement (WAC 181-79A).

3. **Administrative Personnel:** In the implementation of the MEP, certificated administrative personnel who are placed back into the bargaining unit shall be granted seniority, which they earned as a non-administrative certificated employee.
4. **Seniority:** If it is necessary to give notice of non-renewal to employees due to a reduced or MEP, the District shall prepare and distribute to the Association prior to implementation thereof, a list ranking each employee from the most to the least seniority. The list shall also include the employee's certification (i.e., K-12 endorsements only).

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

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

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

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

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

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

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

- a. Waiving their recall rights in writing,
- b. Resigning,

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

Section 5.E. Recall

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

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

Each employee in the employment pool shall keep the District advised of their current address in order to retain eligibility for re-employment.

Section 5.F. Insurance

Employees will be offered continuation of coverage through COBRA, available to all separated employees.

ARTICLE VI. INSTRUCTION

Section 6.A. Academic Freedom

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

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

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

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

Section 6.B. Workload and Class Size Provisions

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

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

2. **Class Size Provisions:**

- a. **BEA Class Size**

Class Size	Maximums (Exceeding these numbers triggers overload)
Preschool	15 (based on classroom size)
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*	30 (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 and Health	34 (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)	30 (if teaching 4 or more classes per day, daily load is 95% of total class periods taught times the class size)
<u>WVTC Tech Center</u>	
Culinary Arts****	30
Video Games and Programming****	24
Digital Media Arts ****	24
Automotive Tech ****	30
Construction Trades ****	25
Collision Repair ****	24
Fire Science ****	22
Cosmetology ****	20
Criminal Justice ****	28

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

** 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.

**** Student numbers could increase with additional para support.

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

14 Sections or less	300 hours per year
15–20 Sections	375 hours per year
21 Sections or more	450 hours per year

Every effort will be made to Schule time in usable chunks based on building needs.

c. Partial FTE Employees: Partial FTE employees will have a daily load commensurate with their FTE.

3. Class Size Overload Remedies:

Within the first ten (10) days of the start of school, the first ten (10) days of the second semester at the secondary level, or within the first ten (10) days from the time the overload occurred, the District shall make every effort possible to remediate a class size overload. Starting on day eleven (11), if the class size limits are exceeded, the overload compensation below shall be retroactive to the first (1st) day of overload.

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.

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

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

5. **Funding:** The building allocations shall be computed as follows:
 - a. A district-wide pool shall be established based on the October 1 student FTE each year. Of this amount twenty-two dollars (\$22.00) per FTE student shall be allocated to the elementary schools, eighteen dollars (\$18.00) per FTE student shall be allocated to middle schools, sixteen dollars (\$16.00) per FTE student shall be allocated to Wenatchee High School, and twenty-two dollars (\$22.00) per FTE student shall be allocated to WestSide High School. The remainder of the district-wide pool shall be allocated to elementary schools using the following formula: A four thousand dollar (\$4,000) base amount to each elementary building, with the remainder allocated among those buildings using a formula weighted according to the relative percentages of FTE student enrollment, free and reduced lunch counts, bilingual student enrollment, and special education enrollment at each elementary building.

 - b. All classroom/department budget amounts will be announced no later than October 31st.

 - c. All certificated staff will have access to basic supplies in each of the buildings they serve.

Section 6.C. Special Education

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

2. **Work From Home:** In collaboration with building administrators, a school psychologist may be given the option to occasionally work from home in order to meet reporting deadlines.

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

4. **Licensure - Initial and Renewal:** Certificated staff who bill Medicaid, will have their required state licensure (initial and renewal) fully paid by the District.
5. **Administration of WA-AIM:** Teachers who create and administer Special Education Portfolios (WA-AIM) shall be provided a one hundred dollar (\$100) stipend for each portfolio completed.
6. **Special Education Caseload:** Number of students requiring a written IEP or evaluation. This includes students that are provided specially designed instruction or related service at least weekly for services on the IEP or for whom the educator is the case manager.

Caseload	Maximums (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
Special Education Teachers/Case Manager: Preschool Elementary K-8 Communication Room Middle School High School 9-12 Communication Room 18-21 Program Secondary Skill Source	24 IEP on a caseload 28 IEP's on a caseload 10 IEP's on a caseload 36 IEP's on a caseload 38 IEP's on a caseload 16 IEP's on a caseload X IEP's on a caseload 45 IEP's on a caseload
Visually & Hearing Impaired	Any combination of student caseload up to 21

7. **Special Education Caseload Overload Remedies:** Within the first ten (10) days of count day the District shall make every effort possible to remediate a class size overload. Starting with day eleven (11), and for the remainder of the school year, if maximum contracted class size limit is exceeded the following shall occur:

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

Remedy options are:

- a. Provide additional support to reduce workload
- b. Compensation – If compensation is selected, Starting on day eleven (11), if the class size limits are exceeded, the overload compensation below shall be retroactive to the first (1st) day of overload.

8. **Special Education Individualized Curriculum Support:** When special education teachers have students needing individualized adaptive curriculum and need support to prepare the materials, they will work with the Director of Special Education and building administrator to determine supports available.

Caseload Educator	Compensation
Psychologist (may consist of one or more sites)	If more than 65 complete evaluations are exceeded on a yearly basis, a \$50 per additional evaluation stipend will be paid.
SLP (may consist of one or more sites)	If caseload limit is exceeded on a monthly basis, a \$50 per student, per month stipend will be paid
OT/PT (may consist of one or more sites)	If caseload limit is exceeded on a monthly basis, a \$50 per student per month stipend will be paid
Resource Teachers: Elementary and Secondary	If caseload limit is exceeded on a monthly basis, a \$50 per student per month stipend will be paid
Alternative Program Teachers and Preschool Teachers	If caseload limit is exceeded on a monthly basis, a \$50 per student per month stipend will be paid
Visually and Hearing Impaired	If caseload limit is exceeded on a monthly basis, a \$50 per student, per month stipend will be paid.

Section 6.D. Preparation Time:

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

1. **Elementary:** The District shall provide preparation time to full-time elementary employees of not less than three hundred (300) minutes per week during the normal pupil day. Said time shall consist of at least 180 minutes in no less than six (6) thirty (30) minute sections. The balance of the 300 minutes must be met in no less than 15-minute increments. Preparation time is exclusive of lunch and flex time (45 minutes before and after school).
2. **Secondary:** The District shall provide preparation time to full time secondary employees of one class period per school day.
3. **Specialists:** Specialists shall have preparation time comparable to other certificated staff.
4. **Duty Free:** Preparation time shall be travel and duty-free.
5. **Unassigned Time:** Unassigned time shall be used for learning and teaching activities to the extent practicable. Every attempt should be made to minimize non-certificated duties.
6. **Part-Time Employees:** Part-time employees shall be granted preparation time on a pro-rated basis.
7. **Loss of Planning Time:** In the event the District experiences an emergency that would require the scheduling away of planning time, the employee so affected shall be paid an additional stipend equal to a proration of the employee's base salary.

Section 6.E. Student Discipline

1. **Policies:** The Board shall develop and maintain student discipline policies that establish general disciplinary rules and procedures. Such rules and procedures shall be sufficiently flexible to permit employees to interpret and apply in the manner best suited to their buildings and students.
2. **Distribution of Disciplinary Plan:** No later than September 15, of each school year, the principal shall distribute to and review with employees, policies on student discipline. This review shall provide ample opportunity for discussion of federal and state laws concerning student discipline and employee's rights and responsibilities.
3. **Employee/Principal Responsibility:**
 - a. Employee: Every employee shall have the right and responsibility to maintain and be held accountable for student behavior consistent with a good educational atmosphere and in accordance with rules and regulations adopted by the State Board of Education, District policy, and the building's disciplinary plan.

- b. Principal: The Principal shall support and uphold employees in their efforts to maintain discipline in accordance with rules and regulations adopted by the State Board of Education, District policy, and the building's disciplinary plan.
4. **Referrals:** Whenever employees make written referrals for discipline, special education, testing, or any other reason, a copy of such referral shall be given to the principal. Principals shall assure that all such referrals shall be given a written response in a timely fashion. Employees shall receive a formal response within three (3) weeks of referrals for special education or other testing.

Section 6.F. Mentor Teacher

1. **Purpose:** The District may provide a Mentor Teacher Program subject to State funding for both new and experienced employees. The mentor teacher will be paid a stipend. This program is intended for 1st and 2nd year teachers only.
- a. The New Teacher Mentor Program, with appropriate funding, will include the following:
 - i. Mentors of new teachers will be paid a stipend to fulfill the list of mentoring duties. The list of mentoring duties will be communicated to new mentors in the fall of each school year.
 - ii. Assist beginning employees to become familiar with district-adopted curriculum, classroom technology, learning target, instructional materials, behavior intervention system, instructional framework, teacher evaluation and orientation to buildings, etc.
 - iii. Help employees develop collegial relationships with other staff members.
 - iv. Provide opportunities to discuss experiences in classroom management, instructional strategies, seek new ideas, and to receive encouragement and feedback.
 - v. Provide mentor teacher training.
 - b. The Experienced Employee Teacher Intervention Program shall be to provide:
 - i. All employees who are placed on probation will receive intervention assistance as directed by the employee's written plan for improvement. The employee and the principal shall determine who shall provide intervention assistance to the employee in need.

- ii. Any other experienced employee has the opportunity to participate in the intervention assistance program if approved by their principal after reaching agreement upon the specific areas to be covered. First priority shall be granted to those who are evaluated “unsatisfactory” or “Basic”.
2. **Participation:** Staff new-to-the-profession will participate in the New Teacher Mentor Program.
3. **Compensation:** Selected mentors shall be notified of a supplemental assignment and paid according to the Appendix B.
4. **Evaluation:** No participating employee shall be subject to any additional evaluation not set out in this agreement. A mentor teacher shall not in any way participate in, or contribute to, the performance evaluation of a beginning teacher.
5. If funding allows and is available, new ESA's will be provided a mentor
6. **Selection:** Interested staff members who meet the following criteria will be considered as mentor candidate:
 - a. Teaching experience in the subject matter or grade level of the beginning teacher, if available;
 - 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.
 - f. Principal will carefully select from qualified mentor candidates to best meet the needs of the mentee

Section 6.G. Grading/ Report Cards

1. **Grading:** Employees have the right and responsibility to determine grades and as a PLC select the assessment scores that are entered into the grade book. Students will be evaluated in accordance with district performance standards and student assessments. No grade or evaluation shall be changed without the approval of the employee and 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 student learning and teaching by:
 - a. Providing better collaboration on educational decisions;
 - b. Placing the decision making closer to the learning and teaching process;
 - c. Creating an environment that listens, communicates and responds to student and staff needs;
 - d. Improving the work environment of administrators and staff which is the learning environment of students;
 - e. Meets Washington State guidelines for school improvement planning
3. **Term of Service:** Employees covered by this agreement shall serve a three (3) one (1) year term of office and may choose to reapply for the position are eligible for re-election at the end of their term. If an alternative option has been chosen, the terms of the current LIT members will end. If a team member cannot fulfill their three (3) year term, the newly elected/selected member will begin a new three (3) year term.
The building principal and LIT Representatives one other team member, selected annually by the LIT, shall be provided with Team Leader training to be facilitated by the Learning and Teaching Team trained and act as co-facilitators.
4. **Representation:** Each LIT team will determine and communicate how the building members will be represented. The building principal will ensure that there is representation from grade levels and content areas based on the following suggested representations to the best extent possible:

K-5 (9 total)

- 6 Grade level Reps (K-5)
- Specialists - 1 Rep
- ML/Intervention Specialists - 1 Rep
- SPED - 1 Rep

6-8 (12 total)

- ELA - 3 Reps (6th, 7th, & 8th)
- Math - 3 Reps (6th, 7th, & 8th)
- Up to 6 additional spots representing:
 - Specialists
 - Social Studies
 - Science
 - ML
 - SPED
 - Counselor

WHS (18 total)

- ELA - 2 Reps
- Math - 2 Reps
- Social Studies - 2 Reps
- Science - 2 Reps
- Up to 10 additional spots representing:
 - CTE
 - World Lang
 - Health/Fitness
 - ML/MGS
 - SPED
 - Counselor/MTSS
 - Music

WSHS (6 total)

- ELA - 1 Rep
- Math - 1 Reps
- Up to 4 additional spots representing:
 - Specialists
 - Social Studies
 - Science
 - ML
 - SPED
 - Counselor

Programs (2 total per program)

- Valley Academy - 2 Reps
- WVTSC - 2 Reps
- Preschool 2 Reps

5. The LIT may make strategic and operational decisions at the building level under the direction of the principal. The major responsibilities include but are not limited to:
- Engage in the Professional Learning Community framework and continuous improvement process to grow a school wide focus on instruction, learning, collaboration and results.
 - Collaborate on the creation, communication, implementation and monitoring of a yearly School Improvement Plan to ensure alignment with and fulfillment of the WSD Strategic Plan and Big 6 Student Outcomes.
 - Address class mix issues.
 - Analyze building data (instructional, behavioral, attendance) to support teams in making instructional and/or program decisions.
 - Plan and Facilitate School-Directed Learning Improvement Day activities
 - Address Safety and Environment issues and implementation of district initiatives to ensure alignment with program design and instructional processes
 - Review requests and allocate LIT funds based on building priorities.
 - Gather and share feedback from their department/content or PLC teams to the LIT team.
6. **Individual Responsibilities:** Each LIT member's responsibilities will include but are not limited to:
- Attend all training sessions
 - Attend all meetings or provide for a substitute in his/her absence
 - Complete LIT homework such as reading journals, articles, and gather feedback from constituents.
 - Establish and communicate a process to seek feedback from all with his/her assigned constituency.
 - Facilitate effective PLC meetings
 - Collaborate with the principal and other team leaders to support high-performing teams
7. **Process:** Each Learning Improvement Team shall:
- Work on achieving building goals
 - Meet regularly in open meetings
 - Post to the entire staff, agendas and minutes in a timely manner. The goal is that the following timelines will be met:
 - Agendas – three school days prior to meeting
 - Minutes – within three school days after the meeting
8. **Limitations:** The Parties agree that each cannot set aside their legal responsibilities; therefore, it is understood that unless variances are made, the LIT cannot change:
- State and Federal laws pertaining to education;

- Washington Office of Public Instruction Rules and Regulations;
- Wenatchee School Board policies and administrative regulations;
- The collective bargaining agreements between any of the employee groups and the School Board.

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

- It is clearly understood that these variances are not precedent setting system wide.
- The variances are temporary and are rescinded at the end of each contract year.
- The LIT shall report the implications, successes and failures of the variances to the superintendent and the WenEA President.
- The Association and the HR Administrator mutually develop The Letter of Agreement.
- Staff will evaluate the Learning Improvement Day program
- The Variance must be submitted no later than April 1 for implementation in the following school year. See Appendix “C” for the Variance Application Process. (Relabel following appendices down the alphabet)

Section 6.I. Learning Improvement Days

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

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

Goal: To improve student learning through improved instructional practice.

The Learning Improvement Days (LID’s) shall be organized around the Washington State Learning Standards, District/building initiatives, student academic and behavioral growth. All employees shall be involved in the Learning Improvement Days.

All Learning Improvement Days for middle schools and high schools will be ninety (90) minutes and will end thirty (30) minutes before the student day begins. LID start time will be two (2) hours before the student day begins. Learning Improvement Days are part of the regular workday and all employees shall attend. The contract day shall remain 7.5 hours. For elementary schools, all Learning Improvement Days will be ninety (90) minutes and will end fifteen (15) minutes before the student day begins.

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

1. District Days: Under the leadership of the Superintendent the District shall direct these days.

2. **Individual Planning Time:** Staff will work independently or in groups as determined by the individual.
3. **Job Alike Days:** Under the leadership of the Superintendent, staff will meet in grade level or department/program or building teams, or as a district to address professional development needs specific to district initiatives, state requirements and compliance issues.
4. **LIT Days:** Staff will determine learning improvement activities as facilitated through building Learning Improvement Teams (LIT's).
5. **PLC Collaboration Time:** PLC Collaboration is a systematic process, in which people work together, interdependently, to analyze and impact professional practice in order to improve individual and collective student learning results.
 - a. A team is a group of people (certificated staff and administrators) working interdependently to achieve a common goal focused on student learning for which members are held mutually accountable.
 - b. A team is comprised of a group of educators who teach the same content area, grade level, or who hold similar roles or job responsibilities.
 - c. Any given teacher should not serve on more than two teams but could be a part of multiple groups.
 - d. A team is self-managed by team members. The team will maintain norms and provide minutes and agendas to administrators for review and input. The time should be focused on the 4 PLC questions – (1) What do we want our students to learn, (2) how will we know when they have learned it, (3) how will we respond when some students don't learn, (4) how will we respond when some students do learn.
 - e. The District will allow PLC collaborative teams to apply for clock hours-for all collaboration hours meeting the above criterion.
 - f. Administrators may re-direct the work

PLC Collaboration may include but is not limited to:

- a. Pacing Calendars
- b. Focus Standards/Scales
- c. Data Analysis / Intervention Planning

- d. Team Training Modules
- e. Creating/Scoring (Common Assessments)(Formative/ DBAs, CBAs),
- f. SMART Goals
- g. Sharing Best Practices
- h. Learning Targets/ Learning Goals
- i. Curriculum Vertical Alignment
- j. CIPP/Staff Plan Analysis Requested training

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

6. **Building Directed Days:** Under the leadership of the building administration, staff will meet to address building based topics and initiatives.

Section 6.J. Curriculum Adoption and Implementation Committee

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

Section 6.K. Curriculum and Staff Development Time

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

Section 6.L. District Trainings and Required Sub Plans

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

ARTICLE VII. LEAVES

Section 7.A. Definition of Leaves

The term "leave" shall mean any period of time during which an employee is absent from work under any of the criteria established in this Article.

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

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

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

2. **Use:**

- a. **Personal Illness or Injury:** The District shall grant sick leave to an employee when the employee is unable to perform duties because of personal illness or injury.
- b. **Maternity:** The District shall grant sick leave for pregnancy, childbirth and related temporary disability to employees to the extent the employee's physician certifies the employee's temporary disability. Employees requesting maternity leave shall notify the District as early as possible prior to the beginning of the leave and shall submit a written statement to the Human Resources Department to indicate the expected scheduled date of return at the time the leave is requested. If the date of return is expected to change prior to the return, employees shall notify the District within thirty (30) days of the scheduled return.

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

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

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

- d. **Emergency:** The District shall grant sick leave to employees in the event the employee has an emergency, defined as a problem that has been suddenly precipitated or is unplanned.
3. **Sick Leave Exhaustion:** In the event an employee's accumulated sick leave is exhausted, but more sick leave is required by the employee pursuant to the provisions set out above, the employee may request and the District shall grant a leave without pay for the period of time needed to return to work or the end of the school year, whichever is sooner. The employee shall submit a written statement to the Superintendent of the expected duration of the leave at the time of request for the leave.
4. **Annual Sick Leave Buy-Back Option:** Employees may cash in the previous year's accumulation of unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's pay for each four (4) days of accumulated unused sick leave (accumulated in the previous calendar year), in January of each year following any year in which a minimum of sixty (60) days of sick leave are accumulated. No employee may receive pay for sick leave accumulated in excess of one day per month.
5. **Death or Retirement Sick Leave Buy-Back Option:** At the time of separation from district employment due to retirement, (as recognized by the Washington State Teacher's Retirement System, whether or not the employee was a participating member of the system) or death, an employee or their estate shall receive pay for accumulated but unused sick leave up to a maximum of one-hundred-eighty (180) days at a rate equal to one days per diem pay for each four (4) full days accrued leave for illness or injury.

The monies paid pursuant to this provision shall not be included for the purpose of computing a retirement allowance under any public retirement system in the State, and shall be in accordance with the rules and regulations of the Superintendent of Public Instruction.
6. **Leave Verification:** After an absence of three (3) consecutive days, the District will contact the employee to determine if the absence qualifies for coverage under State and Federal leave laws. The District may also request a verification of sick leave at any time if the District has reason to suspect possible abuse of sick leave. In addition, sick leave in excess of five (5) consecutive days must be verified by a physician or other suitable proof, if requested by the District.
7. **Notice of Use:** An employee who knows in advance that they will be absent shall notify their principal as soon as possible to ensure proper planning for a substitute.
8. **Sick Leave Sharing:**

- a. **Approval:** Employees requesting sick leave sharing must be granted approval from Human Resources and the Association Executive Board based on criteria stated in WAC 357-31-380 through WAC 357-31-455.

- b. **Right to Donate:** Employees may donate Illness, Injury, Personal and Emergency leave to another employee subject to the following:
 - i. Any donating employee may be allowed to grant any specified amount up to ten (10) days of leave (provided that the donating employee's sick leave account does not fall below twenty-two (22) days) during any twelve (12) month period.

 - ii. An employee may receive shared leave under this provision if:
 - 1. The employee suffers from, or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or

 - 2. The employee has been called to the uniformed services; or

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

 - 4. The employee is a victim of domestic violence, sexual assault, or stalking; or

 - 5. The employee is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service-connected injury or disability; or

 - 6. The employee is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service-connected injury or disability and requires assistance while attending appoint or treatment; or

7. The employee needs the time for parental leave, as defined below; or
 8. The employee is sick or temporarily disabled because of pregnancy disability, as defined below; and
 9. The employee's illness, injury, impairment, condition; call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking, has caused, or is likely to cause, the employee to go on leave without pay status, or terminate employment.
- iii. An employee receiving such leave sharing transfer under paragraphs 1 and/or 2 above must have depleted or will shortly deplete his or her:
 1. Accumulated sick leave, if he or she qualifies under paragraph 1 above; or
 2. Paid military leave allowed under RCW 38.40.060 if he or she qualifies under paragraph 2 above.
 - iv. An employee receiving such leave sharing transfer under paragraphs 7 or 8 above must have depleted or will shortly deplete his or her accumulated sick leave. However, the employee is not required to deplete all of his or her sick leave and can maintain up to forty (40) hours of sick leave in reserve.
 - v. Staff members receiving workers' compensation are not eligible to receive leave sharing.
- c. **Definitions:** The following definitions apply to shared leave:
- i. For purposes of this section, "parental leave" as used in paragraph 5 above means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care, for a period of up to sixteen (16) weeks after the birth or placement.
 - ii. For purposes of this section, "pregnancy disability means a pregnancy-related medical condition or miscarriage.
- d. **Status of Leave Employees:** While an employee is on leave transferred under this section, he or she shall be classified as an employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the

employee would normally receive if using accrued sick leave. Payment of sick leave shall be in accordance with state statutes, rules and regulations.

Section 7.C. Bereavement Leave

Up to five (5) days per year shall be granted per occurrence with pay for bereavement due to the death of a relative. Relative is defined as: spouse, child, stepchild, parent, parent-in-law, sibling, grandparent, or those as approved by the Executive Director of Human Resources.

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

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

Section 7.D. Personal Leave

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

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

No more than six (6) employees from Wenatchee High School or two (2) employees in any other school building shall be authorized such leave without approval of the Superintendent or designee. The limits above do not include educators not requiring substitutes (ESA's, Instructional Coaches, etc.)

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

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

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

If at the end of a school year, a returning employee has unused personal leave days that would otherwise be forfeited, the employee will receive the equivalent of \$200 for each of these (forfeited) days. Members of the Association will vote annually, to determine whether this amount will be contributed to an individual VEBA account or received as a cash payment. VEBA contributions or cash payments will be made in August of each year. The District will initiate a VEBA account In order to receive a VEBA account contribution, employees must have an open VEBA account by June 30th of the contribution year. If an employee does not have an open VEBA account by this deadline, their contribution is forfeited.

1. Upon retirement all unused personal days will be contributed to VEBA or cash payment option; as determined by the annual vote. Employees must be eligible for retirement per DRS from the District.
2. Personal leave for non continuing leave replacement or tire/rehire contract employees will roll to the following year if they are hired on as a continuing employee or receive another non continuing contract.

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

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

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

2. **Eligibility:** Employees are eligible if they have worked for at least one year and for 1,250 hours over the previous twelve (12) months.
3. **Usage:** Employees shall be provided twelve (12) weeks of unpaid leave during a twelve (12) month period for any of the following reasons:
 - a. To care for the employee's child after birth or after an adoption;
 - b. To care for the employee's spouse, child, or parent who has a serious health condition; or
 - c. For a serious health condition that makes the employee unable to perform the employee's job.
4. **Notification:** The employee shall provide the District and their supervisor thirty (30) calendar days advance, written notice of their intent to use Family Leave when the need for the leave is foreseeable. The District may require medical certification to support a

request for leave because of a serious health condition, and may require second or third opinions (at the District's expense) and a fitness for duty report to return to work.

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

- a. Maintain the employee's health coverage during the duration of Family Leave;
- b. Grant, at the employee's request, their usage of accrued sick leave prior to their going on unpaid Family Leave;
- c. Grant the employee their previous position, or equivalent position with equivalent pay, upon return from Family Leave; and
- d. Maintain any employee benefits that accrued prior to the start of Family Leave.

Section 7.F. Paid Family and Medical Leave (PFML)

As allowed by law, the state will provide PFML benefits to eligible employees. Additional information can be found in the employee handbook:

https://drive.google.com/file/d/1Ndl8fzpUFINNNh_owMvtrGAQbL-KFUFT/view

Upon return from such leave, the employee shall be reinstated to their previous position, or equivalent position with equivalent pay.

Section 7.G Adoption Leave

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

Section 7H. Child Rearing Leave

An employee may, upon request, be granted a leave without pay of up to one (1) year for dependent childcare, provided that both parents shall not be granted such leave at the same time. Upon return from such leave the employee shall be reinstated in a position equivalent to the position held immediately prior to taking the leave, provided that they notify the District in writing prior to February 1 of their intent to return to work.

Section 7.I. Teacher's Role as a Parent:

The District values families of employees and encourages parent involvement in our schools. Employees who have children attending another school in the WSD, may be granted leave in hourly increments to attend their child's parent-teacher conference, special awards assemblies, plays and special events during the school day, sporting events, other events approved by their principal. No personal leave will be deducted.

1. As a professional courtesy, no later than two days' notice in advance of the event, the employee will work with their principal to find coverage of their class(es) within the building.
2. Employees will work with their principal/director to find a solution.

Section 7.J. Jury Duty and Subpoena Leave

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

Section 7.K. Long Term Leave

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

Section 7.L. Military Leave

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

Section 7.M. Association Leave

1. **Released Time President:** The President shall be granted full time (1.0) release of their work year. The District shall make salary and all other benefit payments to and on behalf

of the President on released time as if they were not on released time, provided that the Association shall reimburse the District for those salary and insurance costs. Retirement benefits shall be in accordance with the rules and regulations of the Department of Retirement Systems. The President shall be returned to their former position, or equivalent position with equivalent pay, upon completion of their term of office.

2. **Association Business:** In addition, the Association shall be permitted a total of fifty (50) employee days of Association leave. Leave days shall be full or half FTE days, if a substitute is actually used. Leave days at the District direction and/or initiation shall not count towards this annual limit. Requests for leave in this Section must be made in writing to the Superintendent and/or designee at least three (3) days before the day of the requested leave, unless the three-day notice is waived by the Superintendent and/or designee. Written requests shall be routed through the principal or appropriate supervisor. Any employee requesting such leave shall prepare and provide the substitute with adequate lesson plans and instructions. Such leave shall be without loss of pay, provided that the Association shall reimburse the District for all substitute costs.
3. **Indemnification:** The Association shall indemnify and hold the District harmless against any claim made and any suit related to the granting of Association leave. The Association shall have the right to select counsel in the defense of any suit resulting from the granting of Leave under this Section. The District agrees not to bring suit to invalidate this Section.

ARTICLE VIII. FISCAL MATTERS

Section 8.A. Salary

All employees shall be paid in accordance with their placement on the Wenatchee Salary Schedule, which is attached to and made a part of this Agreement as Appendix A. The rules associated with the former State Allocation Model (SAM) will be used for initial placement and movement on the Wenatchee Salary Schedule, except where otherwise noted. For the 23-24 and 24-25, school years, the Wenatchee Salary Schedule will be increased by IPD.

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

2. Initial Placement on Salary Schedule:

- a. To qualify for initial placement on the Wenatchee salary schedule (Appendix A), all employees must file official transcripts of college credits with the HR Administrator before individual contracts can be validated.
- b. Placement on the appropriate step for teaching experience shall be based upon full credit for all previous teaching experience within the limitations of the Wenatchee Salary Schedule.
- c. Counselors, Occupational (OT) and Physical Therapists (PT), Speech Language Pathologists (SLP), Nurses, Certified Behavior Analysts, and School Psychologists shall be given credit for experience in their related field that occurs both inside and outside the school setting and placed on the salary schedule at their appropriate level for experience and ESA certification. One year of non-school experience is equal to one year of school experience.

For purposes of this section, the employee has the burden of demonstrating that their prior non-school work experience is sufficiently related to the work they are hired to do for the District. District Administration has ultimate authority to decide whether the employee has met their burden. Such authority shall be administered in good faith.

- d. Military service experience prior to September 1, 1976, shall be granted experience credit at the rate of 1/2 year for each full year of active duty service to a maximum of two (2) years' experience credit. Employees with three (3) years of military experience shall be granted two (2) years' experience credit. No other military service experience credit shall be recognized.
- e. Clock hours and in-service credits that meet State Board of Education approval standards for clock hour and/or in-service credit shall qualify for credit for the purpose of advancing on the Wenatchee Salary Schedule. Ten (10) clock hours of in-service shall be equal to one (1) quarter university credit.

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

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

- b. Proof of credits earned shall be by official college transcript or certificate of clock hours provided that official grade notice or other suitable proof may be temporarily substituted.
 - c. The employee shall be notified of any salary adjustments once official verification is completed.
- 4. **Experience Advancement:** Each employee shall advance in accordance with the Wenatchee Salary Schedule.

Section 8.B. Supplemental Assignments Salary Schedule

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

Section 8.C. Compensation Rates

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

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

2. Per Diem Rate:

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

3. Curriculum, Staff Development and Committee Work:

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

Section 8.D. School Nurses' Salaries

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

Section 8.E. Salary Payment

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

Section 8.F. Payment and Leave Calculation Errors

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

Section 8.G. Per Diem Days

1. Per-Diem Days:

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

2. District Per Diem Days:

For the 23-24 school years, the equivalent of six (6) workdays shall be made available to each employee:

- Five (5) workdays for district directed training. Employees who attend shall be automatically compensated at per diem and payment will be divided equally throughout the school year. Teachers who are unable to attend will need to use the appropriate accrued leave.
- One (1) workday will be designated for team collaboration and will be submitted on a timesheet.

3. Loss of Funding:

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

Section 8.H. Early Notice Benefit

1. **Retirement:** If an employee (full or part time) provides notification to the Human Resources Office in writing of the employee's retirement at the end of the school year, the employee shall receive a per diem supplemental contract as follows:
 - a. January 15th - five (5) days
 - b. February 15th - three (3) days

The employee must be eligible for Washington State retirement to receive this benefit. Scheduling of the supplemental days will be mutually agreed upon with the principal and coordinated with Human Resources.

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

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

Section 8.I. Extended Season Stipend

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

Section 8.J. Professional Growth Reimbursement

A contract year is September 1 through August 31. Requests for transcript must be received by the Human Resources Department prior to September 15 of the following school year. Professional growth reimbursement requests must be received by September 30 of the following school year. A professional growth reimbursement of \$1000 shall be made available to all full-time employee for the following uses: credits, clock hours, Pro-Teach expenses, all National Board initial and renewal expenses, conference/workshop expenses (including registrations, materials purchased at conferences), adding OSPI approved endorsement(s) that align with district goals and includes the cost of a substitute(s). Professional Development funds may be used to support travel associated with attaining credits and clock hours. This is applicable to in-state travel only, unless approved by the Principal or Program administrator and the District. Reimbursement for travel requires a 10-day pre-approval and must be compliant with district travel policies. Reimbursement for non-travel requires a 48-hour pre-approval, an administrator's signature, a secured substitute and must be compliant with district non-travel

policies Failure to follow established travel guidelines will result in expenses not being reimbursed.

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

Section 8.K. Support for New District Educators

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

Section 8.L. Professional Responsibilities and Certification

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

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

Section 8.M. National Board Certification

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

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

Section 8.N. Senior Employee Advisory Stipend

Employees shall be compensated with a Senior Employee Advisory stipend for their increased professional experience and commitment to advise less senior employees. Employees are expected to support other educators in the district, specifically those with less experience, in all

aspects of their work. Payment shall be made annually, in a lump sum in July, at the end of the qualifying year as follows:

New District Employees: Eligibility for the Senior Employee Advisory stipend shall begin in the 2nd year of service dependent on salary placement eligibility. Non continuing employees will not be eligible for this stipend, except for those who are retired WSD contracted certificated staff. Stipend will be paid on the July paycheck, upon completion of the 2nd year of service.

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

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

Section 8.O. Retiree Insurance Subsidy

The District shall provide qualified employees with insurance benefits that align with insurance benefits that align with the rules and regulations set by SEBB (School Employees Benefits Board). Insurance details can be found in the employee handbook.

https://drive.google.com/file/d/1Ndl8fzpUFINNNh_owMvtrGAQbL-KFUFT/view

Section 8.P. Insurance

1. **VEBA III (Post-Retirement Medical Plan):** The Association shall notify the District of its intent to participate annually.

Section 8.Q. Travel

When an employee is required by the District to use their personal vehicle to fulfill their contract obligation to the District or is using their personal vehicle on approved district business or conferences or meetings, mileage will be reimbursed at the rate established under RCW 43.03.060 for state employees. The employee must file expense vouchers monthly.

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

Employees who must travel/transition from one building to another, as a regular part of assignment, will be assigned reasonable travel/transition time. The District will make every attempt to schedule itinerant's assignments in buildings of close proximity.

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

Section 8.R. Attendance at Meetings and Conferences

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

In the event that professional development is provided by the district or building and does not apply or is not relevant to an employee's current job assignment/subject area, an alternative plan or agenda may be submitted to the supervisor for approval in place of the building/district directed professional development.

Section 8.S. Length of Contract

1. **Definition:** The word "day" whenever used in this section shall mean a weekday unless it is expressly clear that it means otherwise.
2. **Base Work Year:** The length of the regular employee contract shall be the number of days established by the state legislature and incorporated into the state salary schedule, except as provided in Section 10.B.2.
3. **Calendar:** The calendar for the required 180 instructional days shall be established by the Superintendent, or designee, according to the following guidelines, after receiving input from the Association:
 - a. Beginning in the 2022-2023 school year, the first instructional week shall be no earlier than the week prior to Labor Day.
 - b. The following are non-contracted days:
 - i. January records day which is the day immediately following the last day of first semester;
 - ii. Labor Day, Veterans' Day, Thanksgiving and the following Friday, Presidents' Birthday, Memorial Day and Martin Luther King Birthday.
 - c. Additionally, a Winter Break of at least ten (10) working days are to be non-contracted days.

- i. Winter Break begins no later than two (2) days prior to Christmas Day.
- ii. Winter Break ends no sooner than the day following New Year's Day.
- d. Additionally, a Spring Break of at least five (5) non-contracted days.
- e. There shall be a minimum of two (2) instructional days in any week.
- f. The last day of the school year shall be the earliest possible after all of the criteria above have been met.
- g. These calendar guidelines are subject to change should any unforeseen circumstances cause schools to be closed. The make-up days are outlined on the school calendar.
- h. The employee work calendar is posted on the District website.

Section 8.T. Contract Day

1. **Normal Day:** The length of the normal workday shall be 7.5 continuous hours inclusive of the .5-hour duty-free lunch period. An alternative schedule to the workday needs to be mutually agreed upon by the building administrator and the educator. The time before and after student contact time shall be flexible, but shall take into account the needs of students. Priorities for this time shall be: student needs, parent meetings, collaboration, IEP meetings or other student related activities. Individual employees shall decide how to use the 45 minutes outside the student day with the expectation that employees will be in their work location 15 minutes before the start of the student day. Employees shall inform their building principal of their time use. Exceptions will be made for faculty meeting days. Staff meetings will be scheduled consistently as determined annually by the building LIT.

Counselors and Nurses, who are working at the request of their administrator prior to school start, will be compensated, either by flexing workdays throughout the student calendar or financial compensation. Employees and evaluators will work together to determine compensation.

2. **Non-Instructional Duty Bar:** Kindergarten (K) through eight (8) grade employees shall not be required to routinely perform non-instructional duties such as bus, lunch and playground duty. This non-instructional duty provision may be waived as a result of levy failure, funding cutback or other emergency. The Parties will mutually agree to options prior to any partial or complete waiving of this provision. Counselors are expected to be visible and accessible during lunch if not with an individual student or group.

3. **Structured Breaks:** The building administrator will work with the teacher to identify support and/or resources for necessary breaks.
4. **Days Before Holidays:** On an early release day preceding the student Thanksgiving and Winter Break, employees shall remain at school thirty (30) minutes after dismissal of students from school.
5. **Emergency School Closure and Delayed Openings**
 - a. In the event that it becomes necessary to close schools because of weather or other emergency situations, employees will be notified through district communications and local radio stations, when possible by 6:30 am.
 - b. If school has begun for the day and early dismissal is required, employees shall be dismissed 15 minutes following the departure of students, as approved by the building administrator.
 - c. In the case of delayed opening, teachers shall be required to report to work 1 hour prior to the start of school.

Section 8.U. Release from Contract

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

ARTICLE IX. GRIEVANCE PROCEDURE

Section 9.A. Purpose

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

Section 9.B. Definitions

1. A “**Grievant**” shall mean an employee or a group of employees or the Association, filing a grievance.
2. A “**Grievance**” shall mean a claim by a grievant that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
3. “**Days**” shall mean employee employment days unless otherwise stated.

Section 9.C. Grievance Principles and Rights

1. **Right to Present Grievances:** Every grievant shall have the right to present grievances in accordance with the procedures herein.
2. **Form:** All grievances shall be submitted on the form (attached as Appendix C).
3. **Time Limits:** Any grievant who shall not timely file or pursue a grievance shall be barred from pursuing or further appeal of such grievance, provided that the time limits may be extended by mutual agreement. If, after timely filing a grievance, appropriate action is not taken by the administrator required to take action, the grievant may appeal the grievance to the next appropriate level.
4. **No Reprisals:** No employee shall be subject to discipline or reprisal because of any participation in the grievance procedure.
5. **Representation Rights:** Any employee shall have the right to pursue their grievance with or without representation. An employee may pursue a grievance up to the third step. Only the Association has the right to approve a grievance for arbitration.
6. **Problem Solving:** Nothing in this Agreement shall be construed to prevent any employee from discussing a problem with the administration or having it adjusted without representation of the Association Representative, provided that the Association shall be notified in writing of the filing and disposition of any grievance.

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

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

9. **Election of Remedies:**
 - a. In the event a grievant elects to pursue a statutory remedy, then such election shall bar the utilization of the grievance procedure.

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

10. Evaluator's analysis and conclusions:

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

Section 9.D. Procedures

First Step - Principal/ Administrator: If possible, an informal meeting that attempts to solve the issue shall be held prior to filing a formal grievance. If the grievance cannot be resolved informally, the grievant shall file the grievance in writing with their principal or appropriate supervisor and shall file a copy with the Superintendent and Human Resources. The grievance must be filed within twenty (20) days following the time when the grievant has knowledge or reasonably could have had knowledge of the basis for the grievance. The supervisor having authority to render a decision on the grievance shall make their decision and communicate it in writing to the grievant and the Superintendent and Human Resources. within five (5) days of receipt of the grievance.

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

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

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

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

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

Section 9.E. Adverse Action

There shall be no strike or other economic action by employees or by the Association, nor shall there be any lockout or other economic action by the District while this contract is in effect over any dispute which arises out of the interpretation or application of this contract or an alleged violation of the terms of this contract.

ARTICLE X. DURATION

Section 10.A. Effective Dates

This agreement shall be effective as of the date of its execution and shall continue in effect until August 31, 2025. During said period of time, this Agreement shall be binding upon the Parties.

Section 10.B. Openers

1. Modifications of this agreement, matters of common concern, wages, hours and terms and conditions of employment may be subject to negotiation during the term of this agreement only upon request and by mutual agreement of both Parties.

2. In the event the Washington State Legislature passes legislation regarding funding for school districts or class size, the appropriate provisions of this Agreement shall automatically be open for negotiation.

Section 10.C. Notification for Successor Agreement

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

Section 10.D. Effective Date of Agreement

This agreement shall be effective as of the date of its execution and shall continue in effect until August 31, 2025.

EXECUTED THIS _____ , at Wenatchee, Washington, by the undersigned officers by the authority and on behalf of the Parties.

For the District

For the Association

Chair of the Board

President