

ARTICLE I – ADMINISTRATION OF AGREEMENT

Section A – Duration

This agreement shall be in effect from September 1, 2008 through August 31, 2010.

**CENTRAL VALLEY
EDUCATION ASSOCIATION**

**CENTRAL VALLEY
SCHOOL DISTRICT**

BY: /s/ Kent Richardson
CVEA President

BY: /s/ Tom Dingus
President, Board of Directors

DATE: June 9, 2008

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Section B – Exclusive Recognition

The District recognizes that the Association is the exclusive bargaining representative for all certificated personnel employed by the District, except the Superintendent, Executive Directors of Learning and Teaching, Directors of Human Resources, Director of Technology and CTE, Director of Special Education, Special Education Coordinator(s), Director of Title 1/Special Programs, Director of Learning Services, Director of Assessment, Coordinator of Staff Development, Supervisor of Technology, Principals, Assistant Principals, and certificated substitutes who work fewer than twenty (20) consecutive days in the same assignment or thirty (30) accumulated days in the current or preceding school year.

The term "certificated employee" or "teacher" or "staff" shall refer to all regular certificated employees represented by the Association in the bargaining unit.

The term "temporary employee" shall refer to all substitute certificated employees included in the bargaining unit as per above. The following provisions shall apply to temporary employees:

- Article I - A, B, C, D, H, I, J
- Article II - A (parts 1, 2, 4C), F, G
- Article III - A, B, C, D, G (except evaluation requirement), I, J for 20-day people
- Article VI - A & G as per employee replaced, F

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine; and, words denoting number shall include both the singular and plural.

Section C – Management Rights

The District has the exclusive right and responsibility to manage, direct, and transact all matters of the District, except as limited by this Agreement.

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control.

This provision is not intended to negate the mutual reopener provision of this Agreement.

Section D – Association Rights

The Association shall have the right to use the District buildings when available for meeting of the Association. The Association shall have the right to use District equipment, including technology equipment, copy machines, calculators and audiovisual equipment. Permission may be withheld for the use of said equipment if it is determined that the equipment is otherwise scheduled or is needed for use or that the use of the equipment is for some purpose prohibited by this Agreement.

The Association shall have the right to post notices of activities and matters of the Association concern on bulletin boards to be provided in each faculty lounge of each building in the District.

The Association shall have the right to use the District mail service and staff mail boxes for communication.

The District shall furnish to the Association, upon request, all public information concerning the budget of the District.

The Association representative shall have access to all District buildings and to all certificated employees as long as it does not disrupt normal school activities. The visiting delegate, upon arrival, shall notify the building principal or the principal's designee.

None of the rights granted herein shall be provided to the Association for the purposes encompassing or related to work stoppages (exclusive of leased facilities).

Certificated employees who are duly authorized by the Association and who are mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or other meetings relating to matters between the District and Association shall suffer no loss of pay for attendance at said meetings.

The Board shall provide to the Association, upon request, a list of newly employed certificated employees.

Section E – Status of the Agreement

The District recognizes that the rights and obligations afforded to the Association under the terms and conditions of this Agreement are granted pursuant to the Association's exclusive right to represent the certificated employees covered. Those rights and obligations shall not be granted to any minority organization seeking to represent the certificated employees represented by the Association during the term of this Agreement. This Agreement shall become effective when ratified by the Board and the Association and executed by the authorized representatives of both parties. This Agreement may be amended or

modified only with the mutual consent of both parties. This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District, which shall be contrary to or inconsistent with the terms of this Agreement.

Section F - Contract Compliance

All certificated employee contracts shall be subject to and consistent with the terms and conditions of this Agreement.

If any certificated employee contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Section G - Agreement Administration

Association officers and members chosen and/or designated by the Association shall meet with the Superintendent and/or his designees once a month during the school year to review and discuss current school problems, practices, and other items of mutual interest. Any issue that cannot be resolved in these monthly meetings may be referred to the bargaining team.

Section H - 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 this Agreement to any certificated employee or groups of certificated employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of the Agreement shall continue in full force and effect.

Section I - Distribution of Agreement

The Association and District will share equally in the cost of printing copies of the ratified Agreement for distribution to each certificated employee and supply a reasonable number of additional copies to the administration for review by prospective employees. The Association will be provided with a reasonable number of additional copies for its use. All new employees will be provided an up-to-date copy of the signed Agreement as part of the orientation process. For continuing employees, the Agreement will be available on the District's website (www.cvsd.org) and the Association's website (www.centralvalleyea.org). Printed copies will be available in school staff lounges and by individual request to either the Association or the District.

A roster of certificated employees will be available to employees for personal reference on the district's intranet. This information will be updated annually on or before November 1 with adjustments occurring intermittently during the school year. The District will provide the Association president with a limited number of printed copies following the November update. The District Policy Handbook is available to all employees via the District's website.

Section J - Reopen Clause

The bargaining team will meet at least twice during the school year to deal with unresolved issues or other issues that may arise. Either party may call the bargaining team of 10 together to discuss possible issues to be problem solved. The Team of 10 shall determine whether the contract shall be opened for the purpose of amendment.

In the event of any legislation enacted following execution of this Agreement which either party believes affects the terms and conditions herein, the parties shall meet and discuss the impact of such legislation on the terms and conditions of this contract and determine whether the contract should be opened for the purposes of amendment.

In accordance with state law, benefits will be reopened annually.

Section K – Contract Modification

Educators often find themselves in a quagmire of laws, rules, and regulations that impedes their ability to respond to change. The contract provision below is an attempt to encourage the restructuring of individual schools so they can better respond to changing demands of their environment, and therefore better meet the needs of children.

If within an individual school, a member(s) of the school staff has a proposal for restructuring schooling, and if that proposal cannot be implemented without modifying the terms of the Agreement between CVEA and the Board, the following procedures can be followed to modify the Agreement for that school only.

1. The proposal shall be submitted in writing to the building principal and the CVEA building representative and distributed to all certificated employees who work in that building. A copy of the proposal shall also be sent to the CVEA President and the Executive Director who oversees the building. The proposal shall highlight the desired contract modification(s) and be within the building budget. All expenditures over the building budget must be approved by the appropriate Executive Director.
2. The building principal shall allow appropriate time for discussion of the proposal.
3. After discussion, the proposer(s) can ask that a vote be taken to determine whether or not the contract shall be modified to accommodate the proposal. The vote shall be by secret ballot and shall be overseen by the Executive Director for the building and a representative of the CVEA Executive Board. All certificated employees represented by CVEA who have any of their regular assignment in the building and the building administrators shall have an opportunity to vote. The contract shall be modified if at least seventy-five percent (75%) of those voting cast votes in the affirmative.
4. If the modification vote receives the necessary seventy-five percent (75%), the proposal shall then be submitted, in writing, within five (5) working days of the vote, to the Superintendent for the School Board and to the CVEA president for the Executive Board for final approval. If such approval is not given by both boards, the original contract language shall remain in effect.

5. A list of approved modifications shall be maintained in Human Resources and shall be reviewed annually, prior to the end of January, by the School Board and the CVEA executive board to decide if continued approval should be given. If confirmed by both boards, the approved modification shall remain in effect unless another vote is called for in accordance with the following process and the results determine that the modification should be rescinded:

In April of each year, a certificated employee represented by CVEA can call for an election to determine whether to rescind a contract modification that has been made in the school in which that teacher regularly works. If forty percent (40%) of the certificated employees voting in such an election vote to rescind, the modification will be rescinded.

If, through either process, it is determined that a contract modification should be rescinded, the effective date of the change will be at the end of the current school year or as soon as reasonably feasible depending on the impact.

6. Teachers who do not wish to work under conditions of a modified contract will be given highest priority for transfer to another building. They may submit their request directly to Human Resources, indicating the reason for their request.

ARTICLE II – BUSINESS

Section A - Payroll Deductions

Payroll deductions shall be automatically taken from District employees salary warrants for the following purposes:

- 1) Withholding tax payments for the Federal government.
- 2) Social Security payments for the Federal government.
- 3) Retirement payments for the State Retirement System.
- 4) Upon written requests the following deductions may be made:
 - a. Payments for medical insurance and salary insurance plans of which the employee is a member, provided the District has officially recognized the insurance organization
 - b. Payments for professional dues and assessments to the Association, WEA, and NEA
 - c. Payments to the United Way
 - d. Payments for tax-sheltered annuities from companies mutually recognized by the Association and the District
 - e. Payments to NEA-FCPE
 - f. Payments to Spokane Teachers' Credit Union
 - g. Payments for government savings bonds
 - h. Payments to Spokane County Federal Credit Union
 - i. Payments to School Employees' Credit Union of Washington
 - j. Automatic paycheck deposit for employees
 - k. Central Valley Citizens for Education
 - l. Supplemental Life Insurance - Mutual Benefit, TransAmerica, Standard of Oregon and Provident Life
 - m. American Fidelity Salary Insurance
 - n. AFLAC

Section B - Insurance Contributions

The District will contribute, in a pooling manner, a maximum of the state funded amount per month per FTE employee each year toward the employee's choice of benefits for group dental, group life, group vision, group disability and medical insurance. Presently, the Board has approved the following companies for dental, life, vision, disability and medical insurance and CVEA has designated pooled benefits to be:

- | | | |
|----|------------------|---|
| 1) | Group Dental | Composite Rate, Mandatory, Washington Dental Service, including orthodontics, and Willamette Dental |
| 2) | Group Life | Composite Rate, Mandatory, TransAmerica |
| 3) | Group Vision | Composite Rate, Mandatory, Blue Cross |
| 4) | Group Disability | Composite Rate, Mandatory, Standard of Oregon |
| 5) | Medical | Blue Cross and Group Health of Spokane |

BENEFIT CONTRIBUTIONS		
	2008-09	2009-10*
State-funded amount	\$732.00	TBD
TOTAL BENEFITS	\$732.00	

*At this time, the state amount for 2009-10 is not known

The District shall provide, as an employer-paid benefit, a monthly VEBA contribution of \$35 per FTE employee to help defray out-of-pocket expenses. Effective with the 2009-10 school year, this amount will be increased to \$40 per month per FTE.

In addition to the benefit amounts listed above, the district will pay the monthly cost per FTE billed by the State for retirees' health benefits at \$60.40 for 2008-09.

The District will make a Section 125 Cafeteria Plan available.

The contribution for dental, life, vision, and disability insurance is mandatory for all eligible employees. Group dental will be the first deduction from the available contributions per month, with other deductions taken from the available funds in the order they are listed in this paragraph.

Contribution by School District and State. The District's contribution for dental, life, vision, medical, disability, and medical benefits shall be prorated for all less than full-time employees in accordance with the guidelines of the Superintendent of Public Instruction's calculation for full-time equivalency (1 FTE = 1098 hrs).

Eligibility. In order for the certificated employee to receive the contributions required by the District herein for dental, life, vision, disability benefits, and medical, the certificated employee must first be eligible in accordance with the requirements of the particular insurance program offered by the companies approved by the Board and the Association.

In order to join the plan(s) the employee must complete forms in the Business Office **NO LATER THAN** the 15th of the month prior to the month the employee plans to enroll. All employees may initiate forms during the annual open enrollment period that starts September 1 and expire November 15. New employees and employees whose full-time equivalent change, will additionally have 90 days to join programs. Employees who experience a change in marital or family status that would cause a loss of benefits or coverage may immediately initiate forms to enroll in benefit programs.

Section C - VEBA III

The District has adopted the VEBA III "Sick Leave Conversion Medical Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all retiring employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution at retirement in accordance with the statute. The District agrees to make contributions to the plan for the Annual Sick Leave Cash-out on behalf of all employees who have a sick leave balance of at least 180 earned days as of the first day of the contract year. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution with the Annual Sick Leave Cash-out in accordance with the statute. Once an employee becomes eligible, the option of cash or

continued accrual of sick leave days beyond 180 is not permitted. All eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. This hold harmless agreement will waive any claims against the District and the bargaining unit. If an employee fails to sign and submit such agreement to the District, he/she will not be permitted to participate in the Plan at any time during the term of this Agreement, and any and all excess sick leave which in the absence of this Agreement would accrue to such employee during the term hereof shall be forfeited together with all cash-conversion rights that pertain to such excess sick leave.

For purposes of retirement, contributions to the Plan, all employees covered by this Agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the unused sick leave days accruing to the credit of such employee from the date of this Agreement.

This VEBA III provision shall be reopened annually.

Section D - Association Deductions

Any certificated employee who is a member of the Association, or who has applied for membership, shall sign and deliver an authorization form to the Association. Such membership authorization shall continue in effect from year-to-year unless revoked in writing and sent to the Association and the District between August 1 and September 30 of each year. Dues deductions for certificated employees employed after the commencement of the school year shall be appropriately prorated, consistent with the Association dues policy.

No member of the bargaining unit will be required to join the Association; however, those employees who are not Association member(s) (but are members of the bargaining unit) will be required to pay a fair share representation fee to the Association. The amount of the fair share representation fee will be determined by the Association and transmitted to the Business Office in writing. The fair share representation fee shall be an amount less than the regular dues for the Association membership, in that nonmembers shall be neither required nor allowed to make a political (WEA-PAC or NEA-FCPE) deduction. The fair share representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.

In the event that the fair share representation fee is regarded by an employee as a violation of their right to non association, such bona fide objections will be resolved according to the provisions of RCW 41.59.100 or the Public Employment Relations Committee; any contribution to a charitable organization, in lieu of a payment of a representation fee, shall be governed by RCW 41.59.100.

The Association agrees to defend and hold the District harmless against any legal action brought against the District in reference to the fair share representation fee deduction.

Section E - Method of Payment

All certificated employees shall be paid in twelve (12) monthly installments. Warrants shall be paid on the last teaching day of each month, with the following exceptions: March, June, July, August, and December warrants shall be paid on the last working day of the month.

An employee receiving an overpayment or underpayment has an obligation to notify the payroll office. Errors made in payment will be corrected as promptly as possible, with due consideration given to avoiding employee hardships. Employees who receive an overpayment by the District will work with the business office to determine which of the following repayment options will be most appropriate:

1. Lump sum repayment.
2. Equal payments to be completed by the end of the school year.
3. Additional overpayment options to extend beyond the current year may be approved in unique circumstances.
4. If an employee terminates, the remainder of any overpayment shall be due in full and taken out of the final pay warrant.

Repayment will begin in the warrant following individual notification that such repayment is necessary. Any error which results in incorrect salary schedule placement will be corrected by District payment or employee repayment only from the present year. Prior year's placement error will be adjusted only if such error is brought to the attention of the Human Resources department prior to October 1 of the present year.

All compensation owed to a certificated employee who leaves the District during the contracted year will be paid on the next scheduled payroll day.

Section F - Staff Protection

The District agrees to maintain in effect an Errors and Omissions policy covering all certificated employees during the term of this Agreement. This policy will be identical to that provided administrators and school board members with coverage limits of \$1,000,000 with \$1,000 deductible. This policy will be available for inspection upon request at the Administration Building.

The District shall maintain in effect a liability protection policy for nurses, psychologists, counselors and speech and physical therapists. This policy will be available for inspection upon request at the Administration Building.

Further, the minimum coverage per employee shall be \$200,000 per incident to a total of \$600,000 in any policy year.

Section G - Certificated Mileage Reimbursement

The District shall reimburse its certificated employees for district-approved job-related travel at the mileage rate approved by the Board based on the IRS established rate.

Section H - Reimbursement for Supplies and Tuition

Effective with the 2008-09 school year, a fund of \$350 shall be made available for each certificated employee annually for reimbursement towards the purchase of classroom supplies, college tuition/clock hour fees, professional certification and national board certification fees, conference registrations, or professional dues/publications for organizations related to education or the employee's assignment. Further, the fund may be used to cover substitute cost for release time to work on National Board Certification. Requests for the use of substitute day(s) must have principal approval and follow the requirements outlined in Article V, Section E, Personal Leave.

Receipts will be required as proof of purchase/expenditure. Reimbursement shall be made twice a year and paid out at the end of January and/or the end of July. To receive payment at the end of January, requests for reimbursement and the required receipts must be submitted to the district by December 1. To receive payment at the end of July, requests for reimbursement and required receipts must be submitted to the district by June 1. All non-expendable supplies purchased with these funds will remain the property of the District.

This stipend or any unused portion thereof may be carried forward. Maximum carry-forward is \$700 in addition to the amount for the current year with the total allowable accumulation not to exceed \$1,050.

ARTICLE III – EMPLOYEE RIGHTS

Section A - Employment of Certificated Employees

The District shall, in all instances, employ certificated employees who are properly credentialed in accordance with applicable state laws, Washington Administrative Code, and by other such requirements as specified by the Office of the State Superintendent of Public Instruction. Non-certificated employees shall not be assigned to perform work in the instructional setting, which will substitute for or replace a certificated employee. The certificated employee in whose instructional setting the non-certificated employee is assigned shall be involved in the evaluation of the aide. All certificated employees shall be placed on the annual salary schedule in accordance with the criteria for salary schedule placement as contained in this Agreement.

Section B - Individual Rights

Employees shall be entitled to full rights of citizenship. There shall be no discipline or discrimination with respect to the employment of any person because of such person's age, sex, marital status, race, creed, color, national origin, domicile, political activity or lack thereof, or presence of any sensory, mental, or physical disability, unless based on a bona fide occupational qualification, provided that the prohibition against discrimination because of such disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. The private and personal life of any employee is not within the appropriate concern or attention of the District except when it affects the employee's ability to fulfill the terms of the employee's contract. Nothing contained herein shall be construed to deny or restrict to any employee such rights as s/he may have under applicable laws and regulations.

Section C - Right to Join and Support Association

The Board hereby agrees that every bargaining unit employee shall have the right to freely organize, join, and support the Association for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection. Concerted activities do not include either the right to or not to engage in strikes or work stoppages. The Board and the Association agree that they will not directly or indirectly discourage, deprive, or coerce any certificated employee in the enjoyment of any rights conferred or protected by the statutes and constitutions of the state of Washington and the United States; that they will not discriminate against any certificated employee with respect to any terms or conditions of employment, participation in any grievances, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment and this Agreement.

Section D - Academic Freedom

The certificated employee shall be permitted academic freedom and judgment in the implementation and execution of the Board approved and promulgated curriculum, as long as said exercise of freedom and judgment is not in conflict with District curriculum.

No mechanical or electronic device shall be used in any classroom or brought in on a temporary basis, by means of which any person shall be able to listen to or record the proceedings of any class or parent/teacher conference without prior permission obtained from the teacher and approved by the building principal.

Section E - Released Time for the Association President

The Board agrees to release from all duties the President of the Association for up to the full contracted day of each contracted day for the purpose of conducting Association business.

Scheduling difficulties will be resolved among Association President, Principals, and/or Director of Human Resources.

The Association President shall be exempt from non teaching duties; e.g., bus duty, hall duty, playground duty, lunchroom duty, etc., during the contracted portion of the day, unless the District and the Association President mutually agree to the assignment of these duties.

The CVEA President shall be a member of the Association. If the President is an employee of the District, s/he shall enjoy all the benefits of a certificated employee. The President shall be exempt from the RIF (reduction in force) policy.

Section F - Right to Due Process

No certificated employee shall be reprimanded, disciplined, or reduced in rank or compensation without just cause. Any such reprimand, discipline, or reduction in rank or compensation shall be subject to the grievance procedure hereinafter set forth, PROVIDED, however, that in cases of nonrenewal, discharge, or actions which adversely affect the employee's contract status, the employee shall select the statutory procedures or the grievance procedure. In the event the employee serves notice to the Board that he/she is appealing the Board's decision according to the statutory provisions, such cases shall be specifically exempted from the grievance procedure.

When an allegation is made against an employee, the District shall conduct a preliminary investigation and inform the employee that an allegation has been made. The employee has a right to a meeting regarding the allegation(s). The employee further has the right, upon request, to have an Association representative present.

The following process shall be followed regarding allegations:

1. Determine whether the alleged misconduct is related to: a) the orderly, efficient and safe operation of the District, b) the performance/behavior that the District reasonably expects of an employee; and/or c) the Washington Code of Professional Conduct.
2. The District, before administering any discipline to an employee, shall make an effort to discover whether the employee did, in fact, engage in misconduct.
3. The District's investigation shall be conducted fairly and objectively.
4. The District shall apply its rules, order and penalties evenhandedly and without discrimination to any employees.
5. The degree of discipline administered by the District in a particular case shall be reasonably related to a) the seriousness of the employee's proven offense, and b) in appropriate circumstances, the District may consider other relevant conduct of the employee.

6. Disciplinary action shall be in accordance with the principles of progressive discipline. Progressive discipline may include: verbal warning, written warning, written reprimand, suspension, termination. The District may bypass the steps of progressive discipline because of the severity of the employee conduct that constituted just cause for discipline.

Any formal discipline record above verbal warning shall be placed in the employee's personnel file, including the reason for such action. Such action will be timely.

Section G - Employee Files

A - Personnel Files

- Personnel files are confidential and shall be available for inspection only by the District's management and the individual employee.
- By prior appointment an employee shall have the opportunity to review the contents of his/her file and copy, at the employee's expense, materials within the file.
- A review of the personnel file will be supervised by the Director of Human Resources/designee(s). The employee may request an additional individual, chosen by the employee, be present for the file review.
- The employee may work with the Director of Human Resources/designee to add material to, or delete material from, his/her personnel file. Any material except material required by statute or placed in the file as a result of disciplinary action, will be removed, if so requested in writing, from the employee's file two (2) years after its initial placement.
- The employee shall have an opportunity to attach written comments to anything in his/her file.
- Any derogatory document not provided to an employee within ten (10) working days after receipt shall not be allowed as evidence in any grievance or disciplinary action against such employee. No evaluation, correspondence or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee having been provided a copy first and been provided the opportunity to attach his/her own comments. Such written response shall become part of the employee's written personnel records.
- The personnel file is a District file and shall be maintained in the District's Human Resources office.

B – Medical Files

- Confidential medical information will be kept in separate, confidential medical files, which will be maintained in a secure location with limited access consistent with applicable laws.
- By prior appointment an employee shall have the opportunity to review the contents of his/her medical file and copy, at the employee's expense, materials within the file.

C – Supervisor File

- An employee's principal or program supervisor may maintain a supervisory file at his/her work site.
- The supervisory file is kept for the purpose of containing material pertinent to the employee's performance and for completion of an employee's evaluation(s).
- The supervisory file will be open for review by the employee upon request of the employee to set a mutually agreeable time for such review. The employee may choose to have a representative present.
- The supervisor file may be maintained as long as the principal or program supervisor has the responsibility for evaluating the employee's performance at the work site or program. When those responsibilities end, the contents of the file will be destroyed except for written documentation of counseling sessions which will be forwarded to Human Resources. Documentation forwarded to

Human Resources will be filed in the Director of Human Resources's office. Documentation of counseling sessions will be destroyed after two (2) years, provided that no further issues of a similar nature have occurred during that period of time.

D – Other Materials

- Other materials include confidential files on grievances, discipline, and litigation.
- These materials will be kept separate from other District files.

E – Applicability of Public Disclosure Laws

Nothing in this agreement precludes the District from providing documents in accordance with public disclosure laws. The District will notify the employee prior to the release of any requested document(s).

The above listed files shall be the only employee files maintained in the district.

Section H - Certificated Employee Contract

Each certificated employee shall be issued a contract for his/her teaching assignment, which shall be in conformity with Washington State Law.

The length of an assigned certificated employee's contract shall be 182 days in total. Any extension of contract shall be computed at 182 full per diem of that individual's contract rate of pay and shall be paid from other than BEA funds.

There shall be a supplemental contract for all "included" extra duties or special assignments. It shall be issued for a period not to exceed one year and shall be in accordance with Washington State Law RCW 28A.67.074. All employees, covered by this Agreement, will be required to work the day before school begins on such a supplemental contract.

Two (2) copies of the contract shall be given to the certificated employee each year for signature. One (1) copy is retained by the employee at the time of signing. The other copy is returned to Human Resources for inclusion in the employee's personnel file.

Each employee covered by the Collective Bargaining Agreement will receive a professional responsibility stipend and at the end of the year complete the Professional Responsibility Completion form (Appendix B) to certify to the District that they have fulfilled their professional responsibility duties.

The individuals employed in the following positions prior to September 1, 2005, will have extended days as a part of their regular employment with the District as long as their employment in the position and the position continues.

CENTRAL VALLEY HIGH SCHOOL	NUMBER OF DAYS
Distributive Ed	20 days
UNIVERSITY HIGH SCHOOL	
Carpentry	12 days
Automotive	12 days
Metals	12 days
Distributive Ed	20 days

Teachers hired for or assigned to Career and Technical Education (CTE) positions subsequent to September 1, 2005, will not have extended days as a part of their regular employment, but will be provided extended time, paid at the development rate, for a variety of activities related to meeting and maintaining Washington State CTE Program Standards as per the Office of the Superintendent of Public Instruction.

Section I - Work Day

All certificated employees may be assigned appropriate starting and dismissal times, providing their total assigned work day shall be no longer than seven hours and thirty minutes (7 hrs. 30 min.), including a continuous thirty (30) minute duty-free lunch period. The length of the assigned workday shall be substantially equivalent for all certificated employees. In regard to emergency delayed openings and/or early dismissal days, the work day of the certificated employee shall begin thirty (30) minutes before the scheduled student starting time on each day and will end thirty (30) minutes after the scheduled student dismissal time on each day, unless otherwise provided by law.

Employees will not be required to perform any non-instructional duties either before or after school. Elementary teachers will not be required to perform the AM recess duty. (NOTE: Kindergarten teachers will continue to be responsible for their own recesses.)

The certificated employees further recognize that their responsibilities to their students and their profession may include the voluntary performance of duties that involve expenditure of time beyond that of the regular working day. Among these responsibilities and duties, but not limited thereto, are the following:

1. Attendance at faculty meetings in individual buildings by department or grade level, attendance at District wide professional development, or District curriculum meetings.
2. Attendance at annual open house.
3. Attendance at student activities.

The Association shall encourage its members to share in these responsibilities that fall outside the regular day.

Part-time Certificated Employees:

A certificated employee may be contracted for less than a full day. The employee will be required to work and receive benefits on a prorated share of a full-time person; however, such shift shall be continuous except for the lunch break. The employee will be involved in all activities required during the time he/she is present at the school. Because each position is different, the requirements for a part-time position will be explained by the Director of Human Resources before acceptance by the employee. This Section has no relationship to Article III, Section E.

Section J - Salary Schedule Placement

1. Placement on the salary schedule will follow state guidelines.
2. Definition of credits on the salary schedule.
 - A. All credits recognized by the District for salary schedule placement on 9-4-85 shall continue to be recognized for all employees who were employed prior to 9-4-85.

- B. Beginning on 9-1-89 and thereafter the District shall recognize all education and experience credits that are recognized by the State for LEAP placement (salary allocation model).

Military Credit:

In accordance with the law and state guidelines, experience credit will be given for military service that interrupted professional education employment. Form DD214 must be submitted as verification of experience and will be maintained in the employee’s personnel file.

Educational Increments:

Credits for salary schedule increment must be obtained from an institution recognized for LEAP Placement (salary allocation model). The contract facsimile provided at the end of the school year for the next contract year will provide an education section showing credits obtained. The Board shall accept experience and educational credits for salary schedule advancement if the following criteria are met:

A grade slip, transcript, or a letter from the college, indicating credits have been earned for salary schedule advancement, is submitted to the Director of Human Resources by October 15. Such credits must be confirmed by an official transcript as soon as available.

Section K – Substitute Employees

Certificated substitutes who are members of the bargaining unit shall receive a salary of \$98 per day for the 2008-09 school year. The state-approved COLA increases are applied to substitute compensation and rounded to the nearest dollar amount.

Substitutes who qualify as a member of the bargaining unit under the 20-consecutive-day provision shall be placed on the salary schedule according to their proper placement retroactive to the first day in that position. Beginning with the 1990-91 school year these substitutes shall be placed on Schedule A.

Salary Schedules	Appendix A
Salary Schedules/Supplemental Included	Appendix C

Section L - Assignment, Transfer, and Vacancies

To assure that pupils are taught by employees working within their areas of competence, employees shall be assigned in accordance with state law or state administrative regulations. The District shall notify employees, in writing, NO LATER THAN June 1 of any changes in their programs and schedules for the ensuing school year, including general teaching areas and any special assignments. Where assignment or reassignment becomes necessary after June 1, the affected employee shall be notified, in writing, as soon as possible of the assignment or reassignment.

Any vacated or newly created position will be posted throughout the District, except that a vacancy created as a result of a transfer, need not be announced.

A new position is not created when a classroom unit is transferred from one building to another building.

The District may still transfer personnel at the start of school, if needed. If an employee is involuntarily transferred OR if an employee is transferred to a new building after the school year begins, s/he will be granted one (1) preparation day and up to one (1) per diem day of pay to move and prepare for the new assignment

Transferred employees will be provided assistance with moving instructional materials from one location to another. Materials must be boxed and secured by the employee. Delivery directions will be placed on the outside of the container.

The following procedures shall be used in the assignment and transfer of certificated employees:

1. The District will publicize all available openings (hard copy for posting in building, District web site and job hotline). Job posting information will state, in addition to generic description, any needs or expectations specific to the available vacancy.
2. The Human Resources Department will offer information and counsel regarding the transfer process on an individual basis. Interested employees may contact Human Resources and set up an individual appointment with the Director of Human Resources.
3. Any certificated employee in the District may apply for a new or vacant position in the District by applying, in writing, to the Director of Human Resources.
4. The employees in a building should work through their principal or supervisor when seeking a transfer or new assignment. A copy of the request for transfer will be sent to the principal or supervisor.
5. All personnel requesting a transfer will be interviewed by a member of the Human Resources Department.
6. Except with the vacancies that occur during the school year, the District shall give consideration to present employees in filling vacancies and new positions before out-of-district hiring occurs.
7. After preliminary screening of all applicants, the Human Resources Department will insure the two most senior CVEA candidates (by years of service with the District) will be among those interviewed for the posted position. The interview will be conducted by the principal/assistant or supervisor.
8. Providing a quality educational environment is the primary reason for selecting any employee and candidate qualifications will be carefully considered in recommending transfers and making assignments.
9. All personnel who request a transfer will be notified, in writing, regarding the disposition of their request as applicable positions are filled. If necessary, the District may still transfer personnel at the start of school.

An attempt will be made at all times to place the right person in the right position; therefore, requests for reassignment may come from the administration, as well as from the employee. The administration reserves the right to honor or reject any request for transfer.

Teachers may continue in a teaching assignment unless staffing requirements or a documented teaching deficiency that a transfer might alleviate dictates otherwise. If an involuntary transfer is necessary, the transfer history of individuals will be considered. Repeated involuntary transfers should be avoided.

The administration will avoid, wherever possible, wholesale shifting of employees to stabilize the personnel in each building as much as possible by keeping a nucleus of experienced people.

The District determines the number of job sharing assignments in any given year and follows the guidelines in Board Policy 5222, Job-Sharing Employees. This policy may be accessed on the District's website (www.cvsd.org) by clicking on *Board Agendas & Policies*.

Section M - Calendar

The District will set the calendar using the following “core concepts:”

- The day after Labor Day is a Learning Improvement Day
- The day following the Learning Improvement Day is orientation
- An exception to the above may be made in years where Labor Day falls late (September 5, 6, or 7), moving the Learning Improvement Day and/or the Orientation Day to the week prior to Labor Day.
- School begins the day after orientation
- The day after Thanksgiving is considered a vacation day
- There will be two weeks of vacation at Winter Break
- Spring Vacation will be the first full week of April. An exception to this will be when the first full week of April starts as late as April 6 or 7, in which case spring break will start either March 30 or 31. Every attempt will be made to align the timing of spring break with that of neighboring districts.

In addition, the day before Thanksgiving will be a half-day release for students and staff.

The Board shall adopt the calendar prior to the end of the school year.

Any exceptions to the above core concepts will be handled through the bargaining process. Make-up days will be at the discretion of the District.

In the event of an emergency closure of schools that meets the state definition of emergency (fire, flood, explosion, storm, earthquake, epidemic or volcanic disruption) and the Governor has declared an emergency for the county, the district may be eligible to apply for a waiver of those days of closure per WAC 392-129-105. If the Board of Directors takes action to apply for and is granted such a waiver from OSPI, and if the Board decides to waive the student days, certificated staff may either access their emergency leave days in lieu of making up the day(s) or provide documentation that they have made up the time working at their site. The board's decision whether to apply for a waiver or use a granted waiver is not grievable.

Please note that the state's emergency designation does not apply to ordinary “snow days” caused by winter weather.

Section N – Discipline / Staff Safety

Teachers will be allowed to take disciplinary action to correct a student who disrupts normal classroom activities; abuses or insults a teacher; willfully disobeys a teacher; uses abusive or foul language directed at a school district employee, school volunteer, or another student; violates school rules; or who interferes with an orderly education process. Disciplinary action may include but is not limited to oral or written reprimands and/or written notification to parents of disruptive students, a copy of which must be provided to the principal.

A regular education student, who is convicted of an assault directed toward a teacher, shall not be assigned to that teacher's classroom for the duration of the student's attendance at the school or any other school where the teacher is assigned, unless the teacher agrees. Special education and Section 504 students who are convicted of an assault directed toward a teacher will be disciplined pursuant to applicable RCW or WAC provisions, and federal statutes.

When the District receives information that a student has a history of disciplinary actions, criminal or violent behavior, or other behavior that indicates the student or his/her family is a threat to the safety of educational staff or other students, the District shall provide this information to the student's teachers.

Section O - Employee Facilities

The school buildings within the District should meet local health and safety requirements. Each classroom should have an area to store instructional materials and supplies. A work area and faculty lounge area will be provided. A desk, chair, and file cabinet will be provided in each classroom. Each certificated employee shall have access to a desk/work area, a computer and a place to lock their personal belongings at every site they are assigned to work.

Employees desiring access control devices to their classroom and/or school building should receive such device from their principal. Employees losing access control devices in their possession will be responsible for up to \$250 of the cost of replacing lock devices and/or changing of appropriate control systems, as outlined in District policy.

Section P – Bomb Search

Employees will not be required to remain in the building to search for a bomb after the children have left, nor will they be required to reenter a building to search for a bomb.

Section Q – Reduction in Force (RIF)

In the event that the Board determines that a reduction in staff is necessary, the Board shall then determine what programs and budget items need to be reduced. The Board's determination shall be after input from the Administration, the public, and the Association. The Board's determination, in terms of program reduction, shall be final and shall not be subject to the grievance procedure of this contract.

After the Board's decision has been made, the Administration shall determine the number of employees required for retention. The Administration shall then prepare a seniority listing of all employees, listing each employee's years of qualified teaching within the state of Washington.

Bargaining Unit Members who are employed as temporary administrators to replace an administrator on a bona fide leave of absence or an administrator who has resigned, shall retain their seniority in the

bargaining unit only for one calendar year (i.e.: 365 days) from the date of their employment as a temporary administrator.

The Administration shall then assign employees. Based upon the employee's seniority as defined in paragraph 2 of this section, employees shall be retained according to the following criteria:

1. All assignments of teachers will be consistent with Washington State law.
2. To be qualified for an open position, the certificated employee must :
 - a. Meet the certification/endorsement requirements for the assignment
 - b. Have at least one successful year of teaching experience in the area of the open position. Successful teaching experience shall be defined as "the absence of probationary status."

Where there is no available senior employee with valid Washington State certification, the next senior employee on the list with valid certification shall be assigned to the position.

Where, as a result of assignment, there are two (2) employees with identical seniority and certification, the criteria for determining which employee shall receive the assignment shall be by the following priority:

1. Seniority within the District;
2. Highest degree held;
3. Quarter hours of credit, as determined by OSPI for LEAP placement;
4. By casting lots.

After assignment has been made, the District shall then list, in order of seniority and including the above tiebreakers, the employees remaining for which there is no position to which they could be assigned. By May 15, these employees shall be issued a notice of Probable Cause of Nonrenewal, in accordance with state law.

If reduction in force under this provision would result in lowering percentage representation of minorities to the total number of certificated staff below the ratio in the District's Affirmative Action policy, the number of persons within the under represented minority group shall be reduced only to the degree that the percentage shall not be less than the percentage existing before the reduction in force.

The employees nonrenewed, in accordance with this provision, shall be placed within an employment pool available for reemployment for any positions, which become available and for which they qualify until all employees in the pool have been rehired. Reemployment from the employment pool will be based on seniority, certification, and qualifications as previously identified.

If this senior employee is not available, or does not desire reemployment to the position, then the next most senior qualified employee shall be offered the position.

Personnel within the employment pool shall have the obligation of notifying the Director of Human Resources of their address, telephone number, and current employment status.

All positions of substitute teachers shall be offered to teachers in the pool based on seniority and qualifications as defined in this provision before any other person is offered such a position.

Employees in the employment pool shall have the right to pay 100 percent of the insurance premiums, subject to the approval of the carrier.

Employees not wanting to be placed in the employment pool shall have the option to be placed on indeterminate leave status. Indeterminate leave is defined as a non-qualified, voluntary leave of absence granted to employees during the period of reduction in force. Employees granted indeterminate leave will retain accrued sick leave benefits and the right to pay 100 percent of the insurance premiums as part of the group medical plan, subject to the approval of the carrier. The length of this leave shall be for one (1) year and may be renewed upon request of the employee and the approval of the Board of Directors. Employees returning from such leave will be entitled to all rights and privileges as if they had not been on leave.

Employees in the employment pool who refuse an offer of reemployment shall be removed from the employment pool.

The District will make available to the Association an annual seniority list. The list will include both Washington State and in-district years of service.

ARTICLE IV – GRIEVANCE PROCEDURE

Section A – Grievance Purpose

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

Section B – Grievance Definitions

1. A grievance is an alleged misinterpretation of, misapplication of, or violation of terms and/or provisions of this Agreement or existing Board policy that affects wages, hours, or other terms and conditions of employment.
2. A grievant shall mean an individual or a group of individuals or the Association.
3. Days shall mean certificated employee contracted days, except that during the summer, days shall mean District business days.

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate members of the Administration. Every effort shall be made to settle grievances at the lowest level through such informal communication, provided that the settlement is in accordance with the terms of this Agreement.

Any grievance that has been filed prior to the termination date of this contract may be processed to conclusion even though the contract has expired.

Section C – Procedure for Processing Grievances

• STEP I

Immediate Supervisor:

The grievant, and with the employee's consent, the Association may orally present a grievance to the immediate supervisor within twenty (20) working days after the occurrence of the grievance. If the grievance is not settled orally, a written statement of the grievance shall be presented to the immediate supervisor within ten (10) working days of the informal conference.

The "Statement of Grievance" shall name the grievant involved, the facts giving rise to the grievance, the specific provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested.

The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and give a copy of the grievance form to the grievant, the Association, and the Superintendent. The immediate supervisor shall answer the grievance, in writing. The immediate supervisor's answer, within five (5) working days of receiving the grievance, shall include the reasons upon which the decision was based. The immediate supervisor shall, concurrently, send a copy of the grievance, along with his/her decision, and incorporating the reasons upon which the decision was based, to the grievant, the Association, and the Superintendent.

• STEP II

Superintendent:

If no satisfactory settlement is reached at Step I, the grievance may be appealed to Step II - Superintendent, or his/her designated representative, within seven (7) working days of receipt of the decision rendered in Step I.

The Superintendent or his/her designated representative shall arrange for a grievance meeting with the grievant and/or the Association and such meeting shall be scheduled within seven (7) working days of the receipt of the Step II appeal. The purpose of this meeting shall be to affect a resolution of the grievance.

The Superintendent or his/her designated representative shall provide a written decision, incorporating the reasons upon which the decision was based, to the grievant, the Association, and immediate supervisor within five (5) working days from the conclusion of the meeting.

• **STEP III**

School Board:

If no satisfactory settlement is reached at Step II, the grievance may be appealed to Step III within seven (7) working days after receiving the disposition of the Superintendent or after the above stated time limits have expired.

If the grievance is submitted to the Board, the Board, within seven (7) working days, shall meet with the grievant, the Association representative, the supervisor, and the Superintendent to review such grievance in executive session or give such grievance the consideration as it shall deem appropriate. The disposition by the Board shall be made to the grievant, in writing, within five (5) working days of the meeting. A notification of such disposition shall be furnished the grievant, the Association, and the immediate supervisor. Grievances arising out of or relating to the interpretation of application of the terms and/or provisions of this Agreement may be submitted to arbitration.

• **STEP IV**

Arbitration:

If no satisfactory settlement is reached at Step III, the Association, within fifteen (15) working days of the receipt of the Step III decision, may appeal the final decision of the employer to the American Arbitration Association of the Federal Mediation and Conciliation Service for arbitration under the voluntary rules. The arbitrator will issue his/her decision within thirty days (30) days from the date final written briefs have been submitted or, if requested by both parties, thirty (30) days after the completion of the hearing.

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the employer, the Association, and the grievant.

Jurisdiction of the Arbitrator:

The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement.

The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law.

The arbitrator shall have no power or authority to rule on any of the following:

- 1) The termination of services of or failure to reemploy any provisional employee.
- 2) The termination of services or failure to reemploy any employee to a position on the supplemental salary schedules.
- 3) Any matter involving employee evaluation, provided that evaluation procedures shall be subject to the arbitrator's review.
- 4) The RIF, nonrenewal, discharge, or actions, which adversely affect the employee's contract status if the employee has waived his/her right to the grievance procedure by utilizing the statutory procedures.
- 5) Any matter excluded elsewhere in this Agreement.

Time Limits:

Time Limits provided in this procedure may be extended by mutual agreement when signed by the parties involved in the grievance.

Failure on the part of the employer (at any step of this procedure) to communicate the decision on a grievance within the specific time limit shall permit the grievant to lodge an appeal at the next step of this procedure.

Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be considered withdrawn.

Reprisals:

No reprisals of any kind will be taken by the employer against any employee because of his/her participation in any grievance.

Costs:

The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

Personnel File:

There will be a separate file for processed grievances.

Grievance Forms:

Forms for filing grievances shall be as seen in Appendix F.

ARTICLE V – LEAVES

Section A – Illness, Injury, and Emergency Leave

Employees shall have twelve (12) days leave of absence for personal illness, injury, or emergency. This leave may also be used to care for a child of the employee with a health condition that requires treatment or supervision or for a spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency in accordance with state and/or federal law. Further, it may be used for the illness or death of a relative of the employee or someone with whom the employee has a close personal relationship. It may also be used for problems requiring an employee's personal attention for which preplanning is not possible.

In addition to the above, employees shall have two additional days of emergency leave annually. The additional emergency leave is non-accumulative.

The twelve days of leave for illness, injury and emergency are frontloaded based on the employee's FTE at the start of each school year. When an employee's FTE decreases or increases during the school year, the FTE increase/decrease will be reflected in an adjustment to the number of days front loaded at the start of the year.

The total days available under the contract shall be placed at the disposal of the certificated employee at the beginning of the contract year. Unused sick leave shall be accumulative year-to-year up to a maximum of one hundred eighty two (182) days. Each employee covered by Industrial Insurance shall reimburse the District monies paid. Such reimbursement shall restore sick leave accrued to such employee on a prorated basis of the reimbursement.

Employees who work less than a full year shall be allowed that portion of leave of absence for personal illness or injury as the total days employed bears to the number of days in the employment year.

All personal illness of more than five (5) days duration shall be substantiated by a doctor's verification or a written signed letter by the employee.

- A. Regular employees who are unable to report to work on the first day of school because of personal illness or injury are eligible for up to a maximum of their accumulated sick leave.
- B. The District reserves the right to require a physician's certification for proof of illness or injury of the employee at any time, if deemed necessary. The District reserves the right to require the employee to be absent from work when illness might impair efficiency or endanger the welfare of pupils.

At the employee's option, unused sick leave days may be cashed out in January of the school year following any year in which a minimum of sixty (60) days sick leave is accrued and each January thereafter at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month.

At the time of separation from School District employment (due to *retirement or death), an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days' accrued sick leave for illness or injury.

*For the purpose of this provision, retirement shall be defined as when an employee is eligible to receive benefits under Washington State Teachers Retirement System.

Section B – Maternity / Paternity Leave

Maternity Leave

A. Notification

An employee shall notify the Director of Human Resources, in writing, of the expected date of birth of the child at least two (2) weeks before that date.

B. Request for Leave of Absence

Maternity leave covers employee absence after the birth of the baby and the employee is eligible for sick leave until released by physician. If, on the advice of the physician, the employee requires leave prior to the birth of the baby, such leave will be considered medical leave.

If additional time is needed / desired, the employee may request a leave of absence, without pay, for family reasons.

C. Return to Classroom

An employee may return to the classroom from a maternity leave at any time after the birth of the child, provided she has a release from her physician

Paternity Leave

A male employee, upon request, shall be granted up to five (5) days of his leave of absence for personal illness or injury on or about the date of birth of his child.

Section C – Adoption Leave

Employees may use up to five (5) days of sick leave for the adoption of a new child.

Section D – Family and Medical Leave

Under the federal Family Medical Leave Act (FMLA), the Washington Family Leave Act (FLA), the Washington State Human Rights Commission Laws, the Washington Family Care Act (FCA), and District Policy/Procedure 5404, employees have certain rights and protections, most of which run parallel with the provisions outlined in Sections A, B, C, E, F, and H. With the exception of FMLA, which extends medical benefits up to 12 weeks for qualifying employees who have exhausted their paid leave or exhaust it during their leave period, none of the above laws provide for additional paid family leave time. It is encouraged that employees review their family medical leave rights with the Director of Human Resources. *(An informational overview of FMLA, FLA, and FCA is provided at the end of this Collective Bargaining Agreement.)*

Section E – Personal Leave

Certificated employees shall be entitled to three (3) personal leave days per year, which shall be with full pay. Certificated employees may carry over up to two (2) unused personal leave days from year to year. Two (2) days carried over, plus three (3) days from the current year will equal a maximum of five (5) days to be available in any one year. Unused personal leave may be cashed in each year at the substitute rate of pay. Personal leave days may be taken in half-day increments.

Use of personal leave day(s) shall be at the employee's discretion (no reason required) with the following limitations:

- Personal leave cannot be used during the first and last week of school.
- Use of personal leave to extend a holiday or break will be limited to the first 8% of staff per building and the employee must provide at least forty-eight (48) hours prior notification. This applies only to staff requiring substitute coverage when absent.

The superintendent or his/her designee may authorize exceptions to these limitations.

Section F – Unpaid Leave

Requests for unpaid leave shall be submitted in writing to the principal/supervisor and approval shall be coordinated with the Human Resources Office. Pre-approval is required. Consideration for approval will be limited to unique circumstances or opportunities, and only when personal leave has been exhausted. If the leave is approved, employee pay will be deducted at per diem rate.

Section G – Bereavement Leave

Employees shall be entitled to five (5) days per occurrence of bereavement leave for a death in the immediate family, which is defined as: mother, father, spouse/significant other, child, sister, brother, grandparents, grandchild or the parents or siblings of the employee's spouse or significant other.

Section H – Leave of Absence for Health Reasons

Leaves of absence of up to one year shall be granted to certificated employees for temporary disabilities or illness, which prevent the certificated employee from continuing employment.

The employee's treating physician shall certify to the District, in writing, that the employee's disability is continuing and will prevent the employee from continuing employment.

Section I – Leave of Absence for Other Reasons

A leave of absence of up to one (1) year for other reasons may be granted, if approved by the District and the Board.

Leaves of absence shall be at no cost to the District.

Stipulations:

- A. Written application for leave must be requested and acted upon before April 15 of the academic year prior to the contemplated leave. Exceptions will be made when circumstances prevented said notice.
- B. The leave should involve a minimum of education interruption.
- C. A leave is granted for one (1) year only but may, for unusual reasons, be extended.
- D. As a matter of good faith, it would be desirable for the individual to return to the District after completion of a leave.
- E. An individual returning after a leave will receive the same consideration for reemployment for the ensuing year as if not on a leave of absence.
- F. Experience credit will be granted for the period of the leave if leave time includes full-time teaching in an accredited education institution, as determined by the Director of Human Resources prior to taking the leave.
- G. When the Superintendent of Schools submits, to the Board, a list of teachers for reelection in the spring, the list shall, at the same time, contain the names of those on leave of absence.

Section J – Jury Duty, Subpoena

Leave of absence with pay is allowed for jury duty. Any compensation received for jury duty performed while on contracted teaching days (less expense and travel reimbursement) will be deducted from the employee's net salary.

Leaves of absence with pay will be granted when an employee is subpoenaed to appear in an official proceeding, which does not involve self-employment, other employment, and/or employer.

Any compensation received while an employee is honoring a subpoena will be deducted from the employee's net salary.

Section K – Military Leave

Certificated employees shall be granted military leaves of absence without pay when required by law. While on leave, the certificated employee shall retain all benefits. Upon return from leave, the certificated employee shall be placed in the position last held or a similar position in the District.

Employees shall be granted up to fifteen (15) days of military leave with pay for active duty training each year. The employee shall furnish the Superintendent a copy of valid orders from the appropriate military authorities showing date and place of reporting, length of tour or duty, and shall indicate the anticipated date of return to the District.

Section L – Sabbatical Leave

Sabbatical leave may be granted for the purpose of professional improvement of the employee, which will ultimately enhance the certificated employee's professional preparation.

In order for the employee to qualify for sabbatical leave, the employee must have served a minimum of seven (7) consecutive years of employment with the District. A certificated employee who has taken a sabbatical leave will not become eligible for another sabbatical leave until the employee has served an additional seven (7) consecutive years of employment with the District. To be entitled to sabbatical leave, the employee must be eligible (following the leave) for three (3) more years of service to the District.

A certificated employee shall return to employment with the District following the sabbatical leave. Employees on sabbatical leave shall receive two thirds (2/3) of the salary (base pay and benefits) they would have received as a full time employee. During the year of sabbatical, employees on sabbatical shall not accrue additional experience credit or other benefits, provided that accrued experience and other benefits at the time of the sabbatical shall not be lost. An employee on sabbatical leave shall retain his/her status with the teachers' retirement system, in accordance with regulations of the system.

- A. A letter of application for sabbatical leave shall be filed with the Director of Human Resources by February 1 of each year for the following year.
- B. The Superintendent shall recommend the granting or denial of a sabbatical leave to the Board who, in turn, shall make the final determination on sabbatical leaves.
- C. Sabbatical leave shall be limited to no more than one (1) employee during any one academic year.
- D. Sabbatical leave shall not be granted for a period of time more than one (1) year.
- E. An employee returning from sabbatical leave shall be given the same, or substantially equivalent, assignment on return to the District.
- F. The sabbatical employee may authorize other deductions from his/her salary for purposes of medical plans, retirement, or Association dues.

Section M – Association Leave

Leave shall be provided for Association business, which enhances the professional status and competence of certificated employees. This applies, collectively, to members of the Association and its constituent organizations or participants in the Association meetings or conferences.

- A. Whenever possible, requests for leave shall be submitted by the Association president, in writing, to the Superintendent five (5) days before the leave is to take effect.
- B. The purpose of the leave shall be clearly stated.
- C. Decisions regarding requests for leave shall be made by the Superintendent. Out of state travel shall require Board approval.
- D. The Association president, the principal, and the certificated employee requesting leave shall be informed of the decision. The principal shall be responsible for securing a substitute where necessary, and the cost of the substitute shall be borne by the Association. Upon return from leave, the certificated employee shall complete the proper leave form provided by the District.

Section N – Absence Reporting

Certificated employees who access their leave benefits or have an approved unpaid leave are required to complete an absence report within five (5) working days after their return to work and submit to their supervisor/principal. Forms are provided by the District for this purpose. Employees who are absent for an extended period of time shall submit absence forms monthly.

Section O – Attendance at Meetings and Conferences

Upon written request to the Superintendent, leave of absence without deduction of pay, with reimbursement of certain expenses, may be granted to attend professional meetings or visit other schools. When necessary, the District shall provide substitute certificated employees to perform the duties of certificated employees who have been granted leave to attend professional meetings.

Section P – Professional Leave

A staff member desiring to attend a supervisor approved professional conference, when funds are not available, may elect to have the equivalent amount of pay needed to hire the substitute withheld from his/her pay.

Section Q – Association President Leave

Upon request by the Association, the president of the Association may be released up to his/her full contracted FTE, with the following provisions:

- The Association notifies the District annually and in writing by May 1 of the current school year of the Association's intent to request a leave for the Association president in the subsequent school year. If the request for a release is for less than a full FTE, the District and the Association will meet and confer to resolve any issues.

- The Association reimburses the District, on a monthly basis, the full amount of the president's annual contracted base salary and the full amount of the District's payment toward the president's benefits, including retirement and other district-required payments, provided the president is released full time. If there is an agreement for a partial release between the District and the Association, the Association will reimburse the District equal to the prorated amount of the release time actually used.
- Experience credit on the salary schedule and sick leave will accrue on leave and will apply on return from leave. The Association will maintain a record of all days of absence under sick, injury, and emergency leave as well as personal leave used by the president and present it monthly to the District.
- Upon completion of the term of office and the leave of absence of the president, the District shall return the individual to a similar position in the building to which he/she was previously assigned, provided (a) the same building is in operation, and (b) the position has not been changed or eliminated. In any such case, a mutually agreed-upon position will be provided.
- The Association agrees to indemnify and hold the District harmless against any liability that may arise from the District's compliance with this section.

ARTICLE VI – INSTRUCTION

Section A - Preparation Time

Preparation time is defined as professional time to complete tasks and planning related to school and instructional activities. Employee involvement in reading, writing and communication activities will be encouraged.

Certificated employees directly involved in classroom instruction in Grades 9-12 shall receive one (1) class period per day for preparation time. This may also be converted to minutes per week if a school program and schedule benefit. When such a program is implemented, affected employees would receive no less than the number of minutes generated by one (1) regular class period times the number of school days each week.

If an employee's professional activities require leaving the building, the employee will notify a building administrator and/or designee.

Required staff meetings will not be scheduled during preparation time.

Primary teachers will not be required to attend the 30-minute music sessions.

Kindergarten teachers will not be required to attend the library sessions.

In grades K – 8, full-time certificated teachers are to receive 290 minutes of preparation time each week. In the event a full-time teacher cannot be provided daily preparation time, the principal/designee will confer with the teacher regarding the rationale for the scheduling. If desired by the teacher, effort will be made to provide daily preparation time; however, the final decision rests with the principal as to how preparation time is provided.

No certificated employee shall be assigned other duties during his/her preparation period. Preparation time shall be scheduled and assigned by the building principal.

No assigned preparation time shall be less than twenty (20) consecutive minutes.

Reasonable travel time will be allowed for staff members who travel between buildings. Such travel time will not impinge upon duty free lunch or preparation time.

Section B – Professional Development

The following language applies as long as the number of Learning Improvement Days is two (2). Any change will require negotiation of new language for this section.

The purpose of professional development is fostering teacher education to enhance professional skills, improve student learning and meet District/school goals outlined in the School Improvement Plan.

Professional Development is defined as:

- Direct instruction for teachers, either attending a workshop or learning from a consultant or other teacher
- Planning for and/or implementation of the new knowledge or information learned
- Evaluation of lessons, units or strategies using the new knowledge or information to assess the effect on student learning

Should the legislature further reduce the number of LID days, which is currently two (2), the District may reduce, with no additional compensation, the same number of days for which it does not receive financial support.

It is recognized that an effective professional development program is necessary to provide continuing opportunities for the professional growth of certificated employees. Therefore, the District shall periodically survey certificated employees to determine professional development needs. Such surveying, planning, and implementation may be with the assistance of the Association, other agencies, or colleges and universities.

The District shall provide specific professional development training for each certificated employee having instructional contact with an identified disabled student if the certificated employee lacks specific training.

In the implementation of new curriculum, the District shall develop and implement a professional development training program for any certificated employee(s) who will be responsible for a new curricular program. Employees responsible for new programs will attend professional development programs set up by the District.

Such professional development programs will be provided by the District. Each employee will implement the new program in the classroom to the extent of materials provided.

Section C – First Aid Training

If First Aid training is required for an employee's job, the District will provide the training on non-school days and at no cost to the employee. The employee will be compensated at the hourly training rate of \$20. The District will provide the training without fees. First Aid training required of a supplemental contract position is the responsibility of the person holding the supplemental contract.

Section D – Hourly Rates for Certificated Employees

Category	Hourly Rate
Committee work - District	\$20
Extended Day Classes – before or after school	\$25
Special Education: Required IEP, SST & MDT meetings outside the contracted day and IEP Writing (see section L)	\$25
Staff Development Presenters (outside the contracted day) Prep time for a new class: 2 hrs for every hour taught Prep time for a repeat class: 1 hour in total	\$30

Teacher Prep Time Coverage	\$25
Training: Required attendance at training	\$20
Zero Hour: Compensation for zero hour for high school credit classes will be based on the teacher's per diem rate of pay.	Per diem

When state or federal grants establish a certificated staff stipend for a specific activity, the employee shall be compensated according to the stipend defined in the grant.

Section E - Student Teachers

Student teachers will be assigned according to the following procedures:

1. A master teacher shall have at least three (3) years of satisfactory performance before being assigned a student teacher.
2. The responsibility for assignment and coordination of the student teacher program shall be the Superintendent or his/her designee.
3. Master teachers requesting a student teacher shall make application through the building principal. The District will provide a form for this purpose.
4. No teacher will be assigned a student teacher without his/her prior consent. The teacher shall be notified at least two (2) weeks in advance of the student teacher's arrival.

Section F – New Teacher Orientation

In order to assist new employees, the District shall hold a New Teacher Orientation prior to the beginning of the school year. This orientation shall be totally voluntary.

Section G – Beginning Teacher Assistance Program

The District shall not require any employee to apply for participation. Substitute costs shall be paid by the District.

No participating employee shall be subject to any additional evaluation procedure not outlined in the current Collective Bargaining Agreement. A mentor teacher shall not in any way participate in, or contribute to, the performance evaluation of the beginning teacher.

Should the District receive any allocation for a Beginning Teacher Assistance Program, the District and the Association shall work together to establish any revisions or additions to the contract to fairly distribute the allocation among all participants.

Section H - Student Discipline

The Board expects certificated employees to use prudent disciplinary measures for the safety and well being of students and employees. In the exercise of authority by an employee to control and maintain

order and discipline, the employee shall use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal or state laws or regulations. Furthermore, any certificated employee acting within Board established policies relating to student discipline shall be supported in every respect by the administration and the Board.

Certificated employees shall have the right to exclude a student from class who is disrupting the educational process for all or any portion of the period or for the balance of the school day or until the teacher has conferred with the principal, whichever occurs first. Prior to excluding a student, the teacher shall have attempted one (1) or more corrective action(s). An excluded student may be returned for the balance of a period or day with the mutual consent of the teacher and the principal.

An employee may request of the building principal that a conference be arranged to include the child's parent(s)/guardian(s)/custodian(s), the employee, and the principal (or his/her designee) to discuss the discipline of a student.

The District shall provide instructional seminars for all new employees concerning all applicable federal, state, and local laws and District rules, regulations, and procedures pertaining to students' rights, teacher rights, due process, and the processing of student discipline. These seminars shall be held during the workday and at no cost to the employees. The District and the Association shall mutually determine the seminar design, content, instructors, and consultants. (This section shall not be subject to binding arbitration of the grievance procedure, Article IV, Section C.)

Also refer to Article III, Section N, Discipline / Staff Safety.

Section I - Class Size

It is recognized that the District is responsible for the staffing of certificated employees. The District agrees to staff in accordance with the requirements of the regulation of the Superintendent of Public Instruction and a ratio of 25 students to each certificated classroom teacher. Teacher assistants (TA's) will only count towards class size limits if they are assigned. If assistants are placed by teacher request, they do not count toward class size limits.

REGULAR EDUCATION CLASSES

The District will not exceed a maximum class load at the following levels:

Grade Level	2003-05
K	22
1 – 3	25
4	26
5	28
6 – 8	29
9 – 12	32
Combinations (K – 5)	21

Keyboarding and Middle School Health Fitness classes: maximum class load 32.

The maximum daily pupil per teacher load will not exceed 160.

These maximum class loads will not apply to Music classes; therefore, a music teacher’s maximum class load may exceed 160.

If I-728 money is lost, class load numbers may revert to 2000-01 contract language.

No limit will be placed on special needs students in a regular classroom; however, this can sometimes create challenges for the classroom teacher with regard to instruction and classroom management. If a classroom teacher has a concern about the number of special needs students assigned to his/her classroom, the teacher and principal will review the concern and reach agreement for a resolution that is reasonable and appropriate. If necessary, the review team may be expanded to include a special education administrator and a CVEA representative.

SPECIAL EDUCATION CLASSES

SPECIAL EDUCATION CLASSLOADS		
Preschool	All	<u>10-student limit per class</u> - Class load may increase to 12 with consultation and agreement between the director/designee and teacher. - With the start of the third trimester the count may go to 12 students, but only for the duration of the trimester.
Elementary School	Resource Room	<u>28-student limit per instructor</u> - Not to exceed 10 students at a time excluding transition times * - Should the building schedule necessitate more than 10 students, an educational assistant will be provided for that time period.
	Self – Contained <i>(moderate to severe/profound needs)</i>	<u>8-student limit per instructor</u> - With part-time students, student limit may increase to 10 with consultation and agreement between the director/designee and teacher. - With the start of the third trimester the count may go to 10 students, but only for the duration of the trimester.
	Self – Contained <i>(behavior intervention rooms)</i>	<u>8-student limit per instructor</u> - With part-time students, student limit may increase to 10 with consultation and agreement between the director/designee and teacher - With the start of the third trimester the count may go to 10 students, but only for the duration of the trimester.
	Self – Contained <i>(mild to moderate needs)</i>	<u>12-student limit per instructor</u> - With the start of the third trimester the count may go to 14 students, but only for the duration of the trimester.
Middle School	Resource Room	<u>34-student limit per instructor</u> - Not to exceed 13 students at a time excluding transition times *
	Self – Contained <i>(moderate to severe/profound needs)</i>	<u>8-student limit per instructor</u> - Class load may increase to 10 with consultation and agreement between the director/designee and teacher - At the start of the third trimester the count may go to 10 students, but only for the duration of the trimester.
	Self – Contained <i>(behavior intervention rooms)</i>	<u>8-student limit per instructor</u> - With part-time students, student limit may increase to 10 with consultation and agreement between the director/designee and teacher - With the start of the third trimester the count may go to 10 students, but only for the duration of the trimester.
	Self – Contained <i>(mild to moderate needs)</i>	12-student limit per instructor
High School	Resource Room	<u>34-student limit per instructor</u> - At the start of the school year, the count may go to 38, but only until October 15, after which time the limit will be as stated above. - Not to exceed 15 students at a time excluding transition times * - This does not apply to TAP/Advisory
	Self – Contained <i>(moderate to severe/profound needs)</i>	<u>8-student limit per instructor</u> - Class load may increase to 10 with consultation and agreement between the director/designee and teacher - At the conclusion of the 2nd trimester the count may go to 10 students, but only for the duration of the trimester.
	Self – Contained <i>(behavior intervention rooms)</i>	10-student limit per instructor
	Self – Contained <i>(mild to moderate needs)</i>	<u>12-student limit per instructor</u> At the conclusion of the 2nd trimester the count may go to 14 students, but only for the duration of the trimester.

*Transition times are defined as time between classes or activities. Transition times are to be reasonably short in duration.

EXCEPTIONS

The above stated maximums may be exceeded if approved by the Special Education teacher. If maximums have been exceeded, it is the responsibility of the Special Education teacher to notify the building principal and the Special Education supervisor for remediation.

In the event the maximums herein are too high to accommodate the composition of a particular class, it will be the teacher's responsibility to notify the building principal and the Special Education supervisor to evaluate a reduction in the maximum for that class.

Special Education students who are mainstreamed in the regular program shall count as 1.0.

EXCLUSIONS

In case of areas such as pilot projects or differential staffing patterns, the maximums can be exceeded by mutual agreement between the administration and the Association. The District may exceed these maximums when necessitated by unavailability of facilities or classroom space.

Except in the areas of exclusion, if the District exceeds a maximum class load, the appropriate administrators shall discuss the matter with the staff member(s) and take appropriate action to comply with the maximum class load limits.

CASELOADS OF SPECIALISTS

The District will employ the services of the following specialists to meet the requirements of IEP's and provide other necessary services for students: Occupational Therapists, Physical Therapists, Adapted PE, Speech and Language Pathologists, and Nurses.

Caseloads for specialists are based on the number of FTE that provide direct services to students or schools. Specialist caseload limits are:

- 1 SLP (Speech Language Pathologist) for every 45 students
- 1 OT (Occupational Therapist) for every 38 students
- 1 PT for every 21 hours of direct contact clients
- 1 Psychologist for every 1850 students
- 1 Nurse for every 1800 students

To ensure transparency of the caseload distribution, each group of the above listed itinerant specialists will have an opportunity to provide input into the caseload assignments for their group through a process that includes both individual and group communication with the assigned special education administrator.

Section J – Collaboration Days

For the 2008-09 school year, two (2) days at the per-diem rate of pay will be available for building collaboration time. These collaboration days may include in-building activities, cross-building activities, and staff development in support of student learning. Individuals unable to participate in the collaboration activities will not be eligible for pay. In scheduling and planning for the use of these days, building administrators must seek input from their certificated staff and consult with their building leadership team.

Effective with the 2009-10 school year, one of the two collaboration days will be included in the calendar and scheduled on the second Monday of October. This day will be compensated on a supplemental contract, and negotiated leave provisions will apply.

The two collaboration days are funded through the I-728 grant and will continue provided the grant is not reduced below the 2008-09 funding level.

Section K– Collaboration Time within the Contracted Day

The purpose of collaboration time within the contracted day is to focus on student learning, allowing staff members to meet and collaborate as teams/departments; meet and collaborate as a specialist group; meet and collaborate as grade level/subject area teams in building and across the district; meet and collaborate as an entire building staff when appropriate.

Section L – Special Education – Extra Time

Resource room teachers and SLPs, OTs, PTs will have the option to be compensated at the hourly professional rate of pay or receive substitute coverage to write student IEPs as follows based on total number of students placed per year:

- 10+ students = 2 days of substitute coverage or 15 hours at the professional rate
- 20+ students = 3 days of substitute coverage or 22.5 hours at the professional rate
- 30+ students = 4 days of substitute coverage or 30 hours at the professional rate

Self-contained teachers will have the option to be compensated at the hourly professional rate of pay or receive substitute coverage to write student IEPs as follows:

- 9+ students = 2 days of substitute coverage or 15 hours at the professional rate

Special education teachers and SLPs, OTs, PTs may access this through their level coordinator. Coordinators also have the option of providing additional support to teachers who have unusually challenging situations. In the event IDEA regulations are reconfigured/revised, this agreement will be reviewed.

It is understood that IEP's and other required documentation must be completed in accordance with established guidelines and submitted in a timely manner.

Section M – Sections for K–5 Music and Physical Education

The number of instructional sections per week in K-5 music and physical education classes will not exceed 40 sections for specialists who are split between two or more buildings. Specialists assigned to one building may teach up to 42 sections per week. For specialists traveling between buildings appropriate consideration will be given to travel time.

Section N – Covering for Teacher Absences

Principals will make available, at the start of the school year, a voluntary signup list for teachers who wish to assist in covering for absent staff when substitute coverage is not readily available and are willing to give up their planning time occasionally to do so. Signing up does not obligate the teacher to cover should an absence occur, but rather communicates to the principal/designee that a teacher may be willing to do so. Teachers who cover for this purpose will be reimbursed at the District hourly professional rate of pay. Compensation will be for the length of the planning period, but never less than one hour.

Section O – Compensation for Certificated Employees Covering for Administrators

Any certificated employee who is asked to cover/be on call for all or part of a day for an absent administrator/principal designee will receive compensation at the hourly rate of \$25 for a maximum of two hours.

ARTICLE VII – EVALUATION PROCEDURE

Section A - Evaluation Procedure

The District shall use evaluation procedures as outlined in this article and consistent with the requirements of WA State statutes related to evaluating the performance of teachers and certificated support personnel. Any grievance concerning the content of the evaluation shall not be subject to arbitration.

There is mutual agreement on the philosophy that there will be no surprises on the final evaluation report. Evaluators will communicate with employees regarding their progress during the evaluation process.

Section B – Types of Evaluations

There shall be three types of evaluations recognized in the Central Valley School District. The following is a summary of the three:

1. **Long-form Evaluation (standard process)**
 - A minimum of two 30-minute observations with written summary/conference – at least one prior to December 15 and at least one after December 15.
 - A final written evaluation with conference by May 1 (see Appendices J, K, L).
 - Focus on employee meeting performance standards.

2. **Short-form Evaluation**
 - (a) A minimum of one 30-minute observation with written summary/conference; or (b) two observations totaling sixty minutes without written summary; or (c) a series of walk-through observations totaling 60 minutes without written summaries.
 - A short-form evaluation report with conference by June 1 (see Appendix I).
 - May be used after the employee has had four years of satisfactory evaluations and for no more than four consecutive years.
 - Focus on employee meeting performance standards.

3. **Professional Growth Option**
 - Completion of Professional Growth Option planning form by November 1.
 - Goal setting conference with supervisor.
 - A minimum of 60 minutes of documented conversation, meetings/observations and feedback by the supervisor required annually.
 - Final Professional Growth Plan conference by June 1 (see Appendix M).
 - May be used after the employee has had four years of satisfactory evaluations and for no more than four consecutive years.
 - Focus on personalized professional growth.

Long Form Evaluation Process

Formal evaluations must be completed by the principal, assistant principal, or administrative supervisor (referred to as the evaluator) each of the first four (4) years of District employment. Formal notice for a long form evaluation must be indicated by the staff member or the evaluator prior to October 1 each year.

- A. For provisional employees (as defined by RCW 28.A.405.220), a formal observation shall be made by the principal or administrative supervisor within the first ninety (90) calendar days of employment. A follow-up conference will be held within three (3) school days after prompt documentation of the observation. At this time, the staff member is to receive a copy of the observation summary. This summary shall be dated and signed by both parties, and a copy placed in the employee's personnel file. Any commendations of performance or recommendations for improvement will be a part of this first observation conference. A minimum of one additional 30-minute formal observation will be conducted by the Principal or Administrative Supervisor after December 15. Informal observations of school-related activities may be conducted by the Principal, Assistant Principal, or Administrative Supervisor. A final written evaluation with conference will be completed prior to May 1.
- B. For continuing certificated staff on the long form there must be at least two formal observations, one of which shall be conducted prior to December 15 of each year. (One of the formal observations may be initiated by the staff member.) In addition to the formal observations, informal observations of school-related activities may be conducted by the evaluator.

The final written evaluation and conference must be completed by the evaluator prior to May 1 and be based on at least two (2) previous formal and any number of informal observations. This final written evaluation shall be placed in the staff member's personnel file following a joint conference between the evaluator and the staff member. Any area in which "Unsatisfactory" is indicated must be followed by written comments explaining the deficiency and procedures for remediation.

The evaluator and staff member must sign the dated written evaluation document. Signature by the staff member acknowledges receipt of document, but does not necessarily indicate agreement with the contents. The staff member is to receive a signed copy of the total evaluation document during the final evaluation process.

Any employee who disagrees with his/her evaluation has the right to provide a written statement explaining the disagreement. The statement shall be completed within five (5) school days of the conference and attached to the evaluation document prior to placement into the employee's personnel file.

Short Form Evaluation Process

The short form is an alternative evaluation process that may be used after the employee has received four (4) years of satisfactory in-district evaluations.

Formal written request to use the short form process must be indicated by the staff member and approved by the evaluator prior to October 1 each year. A staff member may remain on the short form for up to four consecutive years with the approval of the evaluator, at which time the staff member will return to the long form process for a minimum of one (1) year before a return to the short form. A return to the short form must follow the approval process set forth in this section.

The short-form evaluation process will consist of one of the following as a minimum:

- (a) one 30-minute observation with written summary/conference; (b) two observations totaling sixty minutes without written summary; (c) a series of walk-through observations totaling 60 minutes without written summaries.

A short-form evaluation report with conference must be completed and signed by the employee and the evaluator prior to June 1 (see Appendix I) and placed in the employee's personnel file.

Short form documents may not be used as a basis for determining that a staff member's work is unsatisfactory nor as probable cause for nonrenewal of an employee's contract. However, should performance concerns emerge during the course of the year, the employee may, at the discretion of the evaluator, be returned to the long-form evaluation and observation process. The employee will be notified in writing of the change in evaluation process. Any grievance concerning such change in evaluation process shall not be subject to arbitration.

Professional Growth Option (PGO)

After a certificated staff member has completed four consecutive years of satisfactory evaluations in the Central Valley School District, the employee and the supervisor may agree to use a professional growth process as an evaluation option. This option is a process that is teacher-centered, encourages collaboration and support, and includes self-evaluation and goal setting. With the exception of the Professional Growth Plan Verification Form (see Appendix M), observations and comments related to this option will not be included as part of the employee's personnel file.

The decision to participate in the professional growth plan option is to be made jointly by the employee and the supervisor no later than October 1.

The staff member and the supervisor share the responsibility for the professional growth plan option. The basic intent of this option is the development of specific instructional and/or direct job-related goals with a potential impact on student learning. Both parties will agree on two to four goals that the staff member will work towards for the purpose of professional growth.

By November 1, staff members participating in this option are required to complete the PGO planning form and discuss their plans with their supervisor. Participants will present their goals, areas to be investigated, resources needed, methods for collecting data and the methods for self-evaluating growth towards the goals. During this fall meeting, supervisors may serve as collaborators, providing assistance in clarifying and refining the goals. Both the supervisor and the certificated staff member will sign off on the planning form.

A minimum of sixty minutes of documented conversation, meetings/observations and/or feedback by the supervisor is required annually. The staff member and the supervisor will meet throughout the year to discuss progress on the goals and to decide if additional support or resources are needed. Records, data, and notes will be kept on the Certificated Staff Professional Growth Log, which becomes the property of the staff member and will not be included in the employee's permanent records.

Prior to June 1, a final meeting will be held to review the goals, activities related to the goals, and the analysis of the data collected by the employee. At this meeting, both the staff member and the supervisor will sign the Professional Growth Verification Form, which verifies that the staff member has met statutory requirements. Only the Professional Growth Verification Form will be placed in the staff member's personnel file.

The professional growth option may not be used as a basis for determining that a staff member's performance is unsatisfactory or probable cause for non-renewal of an individual's contract. However,

should performance concerns emerge during the course of the year, the employee may, at the discretion of the evaluator, be returned to the long-form evaluation and observation process. The employee will be notified in writing of the change in evaluation process. Any grievance concerning such change in evaluation process shall not be subject to arbitration.

At the final meeting, the employee or the supervisor may elect to have the employee return to the long-form evaluation for the following year. Eligibility for continuing on the PGO is four years.

Section C – Observation Procedures

Formal Observations

1. Formal observations shall be of certificated staff in the performance of their assigned duties. A formal observation shall be no less than thirty (30) continuous minutes. All observations are to be conducted by the evaluator. The objectives for the observation are to be established prior to the conference by the evaluator and the staff member.
2. Dates of the observation and follow-up conference will be noted separately on the observation form. A post conference must be held within three (3) school days after prompt documentation of the observation.
3. A duplicate copy of the observation form must be given to the teacher at the follow-up conference. If the employee disagrees with the contents of the observation, the employee has the right to provide a written statement indicating such disagreement. The written statement must be dated and signed by the employee within five (5) school days of the conference, and shall be attached to the observation form.
4. Any area of concern must be followed by written comments explaining the concern, including suggestions for addressing the concern.

Informal Observations

1. Informal observations may be conducted at appropriate times and places throughout the school year. Informal observations may include observations of a staff member's performance in the classroom, at assigned duties, and/or relating with students, parents, or other staff members.
2. There need not be any follow-up conference for each informal observation; however, a copy of any written observation will be made available to the staff member as soon after the observation as practical.
3. Any follow-up conference after an informal observation that may adversely affect the final written evaluation will be summarized in writing, dated, signed by both parties, and a copy made available to the staff member. A follow-up conference may be initiated by the evaluator or the staff member.

Section D – Probation

This section applies to all employees except provisional employees as defined by RCW 28A.405.220.

Evaluator's Report

At any time after October 15 of any school year, but no later than February 1, a nonprovisional employee whose performance is judged unsatisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiency along with a reasonable program for improvement.

Establishment of Probationary Period

If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, a probationary period of sixty school days shall be established by the Superintendent. The Superintendent shall give written notice to the employee that includes the following information:

- Specific areas of performance deficiencies
- The duration of the probationary period
- A reasonable program for improvement
- The fact that the purpose of the probation is to provide the employee an opportunity to demonstrate improvement in the area(s) of deficiency

The Probationary Period

The purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her area(s) of deficiency.

During the probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment will be considered by either the employee or the district.

During the probationary period, evaluator shall observe/evaluate the employee at least twice a month. The evaluator may authorize one additional certificated evaluator to observe the employee and to aid the employee in improving his or her areas of deficiency.

The provisions of this Article referring to observation and evaluation procedures will apply, unless specifically identified otherwise, to the documentation of observation and evaluation reports during the probationary period.

The employee may be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator(s) in the areas specifically detailed in his or her program of improvement.

End of Probationary Period

Lack of needed improvement in the areas of deficiency during the probationary period, as specifically documented in writing with notification to the employee, shall constitute grounds for a determination of probable cause of non-renewal of the employee's contract by the Superintendent.

ADDENDUM – 1

I-728 Committee Representation:

Letter of Agreement

Central Valley School District and the Central Valley Education Association agree that collaboration in designing and developing the educational plan to carry out the intent of Initiative 728 is desired and necessary. CVEA will have representation on the I-728 planning committee. This committee is charged with decisions regarding design, development, budget process, implementation and evaluation of the I-728 program.

The purpose of this act is to improve public education and to achieve higher academic standards for all students in the following six areas:

- Class size reductions in K – 4
- Selected class size reductions in 5 – 12
- Provide extended learning for students in K – 12
- Provide additional professional development for educators
- Provide early assistance for children who need pre-kindergarten support
- Provide improvements or additions to school facilities, which are directly related to class size reductions and extended learning opportunities

APPENDIX A – SALARY SCHEDULE 2008-09

Yrs of Service	Contract Type	Step 1 BA + 0	Step 2 BA + 15	Step 3 BA + 30	Step 4 BA + 45	Step 5 BA + 90	Step 6 BA + 135 **	Step 7 MA + 0	Step 8 MA + 45	Step 9 MA + 90 or PHD
0	BASE (182)	34,426.00	35,356.00	36,319.00	37,285.00	40,383.00	42,378.00	41,274.00	44,372.00	46,369.00
	PROF RESP	1,702.00	1,748.00	1,796.00	1,844.00	1,997.00	2,096.00	2,041.00	2,194.00	2,293.00
	TIME (1 day)	189.15	194.26	199.55	204.86	221.88	232.85	226.78	243.80	254.77
	TOTAL	36,317.15	37,298.26	38,314.55	39,333.86	42,601.88	44,706.85	43,541.78	46,809.80	48,916.77
1	BASE (182)	34,889.00	35,832.00	36,808.00	37,816.00	40,946.00	42,931.00	41,733.00	44,863.00	46,847.00
	PROF RESP	1,725.00	1,772.00	1,820.00	1,870.00	2,025.00	2,123.00	2,064.00	2,219.00	2,317.00
	TIME (1 day)	191.70	196.88	202.24	207.78	224.98	235.88	229.30	246.50	257.40
	TOTAL	36,805.70	37,800.88	38,830.24	39,893.78	43,195.98	45,289.88	44,026.30	47,328.50	49,421.40
2	BASE (182)	35,331.00	36,283.00	37,269.00	38,354.00	41,476.00	43,481.00	42,195.00	45,316.00	47,321.00
	PROF RESP	1,747.00	1,794.00	1,843.00	1,897.00	2,051.00	2,150.00	2,087.00	2,241.00	2,340.00
	TIME (1 day)	194.13	199.36	204.77	210.74	227.89	238.91	231.84	248.99	260.01
	TOTAL	37,272.13	38,276.36	39,316.77	40,461.74	43,754.89	45,869.91	44,513.84	47,805.99	49,921.01
3	BASE (182)	35,786.00	36,747.00	37,743.00	38,864.00	41,979.00	44,033.00	42,632.00	45,746.00	47,801.00
	PROF RESP	1,770.00	1,817.00	1,866.00	1,922.00	2,076.00	2,177.00	2,108.00	2,262.00	2,364.00
	TIME (1 day)	196.63	201.91	207.38	213.54	230.65	241.94	234.24	251.35	262.64
	TOTAL	37,752.63	38,765.91	39,816.38	40,999.54	44,285.65	46,451.94	44,974.24	48,259.35	50,427.64
4	BASE (182)	36,232.00	37,235.00	38,238.00	39,397.00	42,531.00	44,599.00	43,091.00	46,225.00	48,295.00
	PROF RESP	1,792.00	1,841.00	1,891.00	1,948.00	2,103.00	2,205.00	2,131.00	2,286.00	2,388.00
	TIME (1 day)	199.08	204.59	210.10	216.47	233.69	245.05	236.76	253.98	265.36
	TOTAL	38,223.08	39,280.59	40,339.10	41,561.47	44,867.69	47,049.05	45,458.76	48,764.98	50,948.36
5	BASE (182)	36,693.00	37,701.00	38,713.00	39,937.00	43,059.00	45,169.00	43,558.00	46,681.00	48,791.00
	PROF RESP	1,814.00	1,864.00	1,914.00	1,975.00	2,129.00	2,234.00	2,154.00	2,308.00	2,413.00
	TIME (1 day)	201.61	207.15	212.71	219.43	236.59	248.18	239.33	256.49	268.08
	TOTAL	38,708.61	39,772.15	40,839.71	42,131.43	45,424.59	47,651.18	45,951.33	49,245.49	51,472.08
6	BASE (182)	37,167.00	38,153.00	39,200.00	40,484.00	43,591.00	45,713.00	44,036.00	47,144.00	49,264.00
	PROF RESP	1,838.00	1,887.00	1,938.00	2,002.00	2,156.00	2,261.00	2,178.00	2,331.00	2,436.00
	TIME (1 day)	204.21	209.63	215.38	222.44	239.51	251.17	241.96	259.03	270.68
	TOTAL	39,209.21	40,249.63	41,353.38	42,708.44	45,986.51	48,225.17	46,455.96	49,734.03	51,970.68
7	BASE (182)	37,999.00	39,000.00	40,061.00	41,415.00	44,568.00	46,748.00	44,932.00	48,084.00	50,265.00
	PROF RESP	1,879.00	1,929.00	1,981.00	2,048.00	2,204.00	2,312.00	2,222.00	2,378.00	2,486.00
	TIME (1 day)	208.79	214.29	220.12	227.55	244.88	256.86	246.88	264.20	276.18
	TOTAL	40,086.79	41,143.29	42,262.12	43,690.55	47,016.88	49,316.86	47,400.88	50,726.20	53,027.18
8	BASE (182)	39,218.00	40,273.00	41,359.00	42,825.00	46,021.00	48,281.00	46,341.00	49,538.00	51,797.00
	PROF RESP	1,939.00	1,992.00	2,045.00	2,118.00	2,276.00	2,388.00	2,292.00	2,450.00	2,561.00
	TIME (1 day)	215.48	221.28	227.25	235.30	252.86	265.28	254.62	272.19	284.60
	TOTAL	41,372.48	42,486.28	43,631.25	45,178.30	48,549.86	50,934.28	48,887.62	52,260.19	54,642.60

2008-09 Professional Responsibility Stipend increased by 1 additional day.
2009-10 Professional Responsibility Stipend to be increased by 2 additional days.

APPENDIX A – SALARY SCHEDULE 2008-09

Yrs of Service	Contract Type	Step 1 BA + 0	Step 2 BA + 15	Step 3 BA + 30	Step 4 BA + 45	Step 5 BA + 90	Step 6 BA + 135 **	Step 7 MA + 0	Step 8 MA + 45	Step 9 MA + 90 or PHD
9	BASE (182)	39,218.00	41,591.00	42,731.00	44,250.00	47,521.00	49,858.00	47,765.00	51,038.00	53,374.00
	PROF RESP	1,939.00	2,057.00	2,113.00	2,188.00	2,350.00	2,466.00	2,362.00	2,524.00	2,639.00
	TIME (1 day)	215.48	228.52	234.79	243.13	261.10	273.95	262.45	280.43	293.26
	TOTAL	41,372.48	43,876.52	45,078.79	46,681.13	50,132.10	52,597.95	50,389.45	53,842.43	56,306.26
10	BASE (182)	39,218.00	41,591.00	44,120.00	45,749.00	49,063.00	51,478.00	49,265.00	52,580.00	54,993.00
	PROF RESP	1,939.00	2,057.00	2,182.00	2,262.00	2,426.00	2,546.00	2,436.00	2,600.00	2,719.00
	TIME (1 day)	215.48	228.52	242.42	251.37	269.58	282.85	270.69	288.90	302.16
	TOTAL	41,372.48	43,876.52	46,544.42	48,262.37	51,758.58	54,306.85	51,971.69	55,468.90	58,014.16
11	BASE (182)	39,218.00	41,591.00	44,120.00	47,291.00	50,677.00	53,141.00	50,807.00	54,194.00	56,656.00
	PROF RESP	1,939.00	2,057.00	2,182.00	2,339.00	2,506.00	2,628.00	2,512.00	2,680.00	2,802.00
	TIME (1 day)	215.48	228.52	242.42	259.84	278.45	291.98	279.16	297.77	311.30
	TOTAL	41,372.48	43,876.52	46,544.42	49,889.84	53,461.45	56,060.98	53,598.16	57,171.77	59,769.30
12	BASE (182)	39,218.00	41,591.00	44,120.00	48,784.00	52,335.00	54,872.00	52,410.00	55,851.00	58,389.00
	PROF RESP	1,939.00	2,057.00	2,182.00	2,412.00	2,588.00	2,713.00	2,592.00	2,762.00	2,887.00
	TIME (1 day)	215.48	228.52	242.42	268.04	287.55	301.49	287.97	306.87	320.82
	TOTAL	41,372.48	43,876.52	46,544.42	51,464.04	55,210.55	57,886.49	55,289.97	58,919.87	61,596.82
13	BASE (182)	39,218.00	41,591.00	44,120.00	48,784.00	54,034.00	56,646.00	54,069.00	57,550.00	60,162.00
	PROF RESP	1,939.00	2,057.00	2,182.00	2,412.00	2,672.00	2,801.00	2,674.00	2,846.00	2,975.00
	TIME (1 day)	215.48	228.52	242.42	268.04	296.89	311.24	297.08	316.21	330.56
	TOTAL	41,372.48	43,876.52	46,544.42	51,464.04	57,002.89	59,758.24	57,040.08	60,712.21	63,467.56
14	BASE (182)	39,218.00	41,591.00	44,120.00	48,784.00	55,740.00	58,486.00	55,778.00	59,368.00	62,003.00
	PROF RESP	1,939.00	2,057.00	2,182.00	2,412.00	2,756.00	2,892.00	2,758.00	2,936.00	3,066.00
	TIME (1 day)	215.48	228.52	242.42	268.04	306.26	321.35	306.47	326.20	340.68
	TOTAL	41,372.48	43,876.52	46,544.42	51,464.04	58,802.26	61,699.35	58,842.47	62,630.20	65,409.68
15	BASE (182)	39,218.00	41,591.00	44,120.00	48,784.00	57,191.00	60,008.00	57,227.00	60,911.00	63,615.00
	PROF RESP	1,939.00	2,057.00	2,182.00	2,412.00	2,828.00	2,967.00	2,830.00	3,012.00	3,146.00
	TIME (1 day)	215.48	228.52	242.42	268.04	314.24	329.71	314.43	334.68	349.53
	TOTAL	41,372	43,877	46,544	51,464	60,333	63,305	60,371	64,258	67,111
16 or more	BASE (182)	39,218.00	41,591.00	44,120.00	48,784.00	58,334.00	61,207.00	58,372.00	62,129.00	64,887.00
	PROF RESP	1,939.00	2,057.00	2,182.00	2,412.00	2,885.00	3,027.00	2,887.00	3,072.00	3,209.00
	TIME (1 day)	215.48	228.52	242.42	268.04	320.52	336.30	320.73	341.37	356.52
	TOTAL	41,372.48	43,876.52	46,544.42	51,464.04	61,539.52	64,570.30	61,579.73	65,542.37	68,452.52

**The BA+135 column is a "grandfathered only" salary level and is only available to employees who were previously placed in this salary schedule column and credits were earned prior to 12/31/91. Additional employees will not be added to this column.

Additional experience stipends will be added on a supplemental contract as follows: \$600 for the 20th year, \$800 for the 24th year and \$800 for the 28th year.

APPENDIX B –PROFESSIONAL RESPONSIBILITY VERIFICATION FORM



School Year: _____

Name of Certificated Employee: _____
(Please print)

Location: _____

In order to meet audit requirements for verification of additional responsibilities performed for the Professional Responsibility supplemental contract, please indicate below which additional duties you have performed outside your regular contracted workday.

PLEASE CHECK ALL THAT APPLY AND SIGN AT THE BOTTOM.

- Preparing for the opening of school
- Enhancing classroom activities to reflect changing curriculum and assessment methodologies throughout the year
- Accurate and timely completion of the District's unique and required student reporting systems (i.e., report cards, test data, etc.)
- Activities designed to improve relations and communications with parents, including but not limited to initiating contact with parents throughout the year to update them on student progress and other school related matters
- Participating in building activities including but not limited to open houses and parent/teacher conferences
- Providing supplemental support to students, including but not limited to homework assistance
- Participating in staff collaborations, including but not limited to meetings with building and/or district staff, to improve student learning and building/district operations
- Participating in staff development programs and conferences to improve skills in current assignment
- Curriculum implementation work to improve student learning
- Building-based work to examine data to improve student learning
- Individual work to improve student learning
- Other tasks that benefit the employee and/or the school program

I certify that I completed the duties indicated above outside my regular contracted workday for payment of the Professional Responsibility supplemental contract during the _____ school year.

(Employee Signature/Date)

(Supervisor/Principal Signature/Date)

**APPENDIX C - INCLUDED SUPPLEMENTAL SALARY
FORMULA/SCHEDULE FOR
ELEMENTARY, MIDDLE SCHOOL AND SENIOR HIGH**

A point formula instrument has been established. Placement on the instrument will be determined for each individual position based on their experience in that position.

- I. The length of season and the number of contests will be determined by the Washington Interscholastic Activities Association.
- II. Prior experience within a specific activity obtained within or outside the District will be credited. Middle school experience shall be credited. Experience as an assistant will not be credited as head advisor/coach experience.
- III. Non-contract experience will not count.
- IV. The following criteria worksheet will be used for determining extra duty salary schedule stipends.
- V. The hours for invitational events have been included in the salary schedule.

APPENDIX C
Included Supplemental Stipends
2008-09

Middle School

Position	% of Base	0-Years	1-Years	2-Years	3- Years	4-Years
Base (Step I of Certificated Salary Schedule)	\$34,426	80%	85%	90%	95%	100%
Athletic Director*	18.00%	\$4,957	\$5,267	\$5,577	\$5,887	\$6,197
Music: Jazz	8.00%	\$2,203	\$2,341	\$2,479	\$2,616	\$2,754
Music: Band	7.00%	\$1,928	\$2,048	\$2,169	\$2,289	\$2,410
Music: Orchestra	7.00%	\$1,928	\$2,048	\$2,169	\$2,289	\$2,410
Yearbook	7.00%	\$1,928	\$2,048	\$2,169	\$2,289	\$2,410
Activities Coordinator*	6.00%	\$1,652	\$1,756	\$1,859	\$1,962	\$2,066
ASB Advisor	6.00%	\$1,652	\$1,756	\$1,859	\$1,962	\$2,066
Music: Vocal	6.00%	\$1,652	\$1,756	\$1,859	\$1,962	\$2,066

**If serving as a full-time middle school athletic director/activities coordinator, an individual shall not coach or advise any middle school activities that require after school supervision. He/she will assist with supervision of after school activities.*

Elementary

Position	% of Base	0-Years	1-Years	2-Years	3- Years	4-Years
Base (Step I of Certificated Salary Schedule)	\$34,426	80%	85%	90%	95%	100%
Activities/extended day coord.	13.00%	\$3,580	\$3,804	\$4,028	\$4,252	\$4,475
Elementary Music (3+ performances)	5.00%	\$1,377	\$1,463	\$1,549	\$1,635	\$1,721
Student Council	5.00%	\$1,377	\$1,463	\$1,549	\$1,635	\$1,721
Elementary Music (2 performances)	4.00%	\$1,102	\$1,170	\$1,239	\$1,308	\$1,377

- 1) **Contact hrs** (Activities, camps, performances, practices, contests)
- 2) **Responsibilities** (Budget, Preparation for Activity, Community Expectations)

APPENDIX C

High School Included Supplemental Stipends 2008-09

Position	% of Base	0-Years	1-Years	2-Years	3- Years	4-Years
Base	\$34,426	80%	85%	90%	95%	100%
<i>(Step I of Certificated Salary Schedule)</i>						
ASB Coord.	19.00%	\$5,233	\$5,560	\$5,887	\$6,214	\$6,541
Debate - Head	19.00%	\$5,233	\$5,560	\$5,887	\$6,214	\$6,541
Drama - 3+ Seasons	19.00%	\$5,233	\$5,560	\$5,887	\$6,214	\$6,541
Music - Concert & Marching Band	19.00%	\$5,233	\$5,560	\$5,887	\$6,214	\$6,541
Events Coordinator	16.00%	\$4,407	\$4,682	\$4,957	\$5,233	\$5,508
Drama - 2 Seasons	15.00%	\$4,131	\$4,389	\$4,648	\$4,906	\$5,164
Theater Coordinator	14.00%	\$3,856	\$4,097	\$4,338	\$4,579	\$4,820
Music: Vocal	11.00%	\$3,029	\$3,219	\$3,408	\$3,598	\$3,787
CTSO Advisor (e.g. FBLA, TSA)	10.00%	\$2,754	\$2,926	\$3,098	\$3,270	\$3,443
Crimson/Link Crew	9.00%	\$2,479	\$2,634	\$2,789	\$2,943	\$3,098
Annual Advisor	8.00%	\$2,203	\$2,341	\$2,479	\$2,616	\$2,754
Destination Imagination	7.00%	\$1,928	\$2,048	\$2,169	\$2,289	\$2,410
Newspaper	7.00%	\$1,928	\$2,048	\$2,169	\$2,289	\$2,410
Music - Pep Band	5.00%	\$1,377	\$1,463	\$1,549	\$1,635	\$1,721
Music - Jazz	5.00%	\$1,377	\$1,463	\$1,549	\$1,635	\$1,721
Music - Orchestra	5.00%	\$1,377	\$1,463	\$1,549	\$1,635	\$1,721
Class Advisor	4.00%	\$1,102	\$1,170	\$1,239	\$1,308	\$1,377
Honor Society	4.00%	\$1,102	\$1,170	\$1,239	\$1,308	\$1,377
Knowledge Bowl*	4.00%	\$1,102	\$1,170	\$1,239	\$1,308	\$1,377
Math Team*	4.00%	\$1,102	\$1,170	\$1,239	\$1,308	\$1,377
Graduation Coordinator	3.00%	\$826	\$878	\$930	\$981	\$1,033
Knowledge Bowl*	3.00%	\$826	\$878	\$930	\$981	\$1,033
Math Team*	3.00%	\$826	\$878	\$930	\$981	\$1,033
Knowledge Bowl*	2.00%	\$551	\$585	\$620	\$654	\$689
Math Team*	2.00%	\$551	\$585	\$620	\$654	\$689
	1.00%	\$275	\$293	\$310	\$327	\$344

*To be determined by program

Percent of base follows criteria:

- 1) Contact hrs (*Activities, camps, performances, practices, contests*)
- 2) Responsibilities (*Budget, Preparation for Activity, Community Expectations*)

APPENDIX D - SUPPLEMENTAL STIPENDS/EXTENDED YEAR

School Psychologists and Learning Specialists Hired Before September 1, 1987

These provisions shall apply only to current School Psychologists and Learning Specialists who were employed prior to 9-1-87 and then only so long as they remain in continuous employment with the District. Psychologists and Learning Specialists employed after 9-1-87 shall be placed on the Teacher's Salary Schedule.

1. Full-time psychologists and learning specialists shall be placed on the adopted teacher's salary schedule.
2. The salary on the teacher's salary schedule shall be multiplied by the appropriate percentage -- the results of which shall be added to the amount in Step I.
3. Psychologists and Learning Specialists shall receive a per diem of the results of Step II for each additional day beyond the basic teacher contracted days.
4. Psychologists employed prior to 9-1-85 shall be employed for fifteen (15) days in addition to the number of teacher-contracted days.
5. Responsibility percentages:

Yrs in Position	0	1	2	3	4	5	
Responsibility %	0%	1%	2%	3%	4%	5%	6%

School Psychologists and Learning Specialists Hired After September 1, 1987

Psychologists and Learning Specialists employed after September 1, 1987, shall be placed on the Certificated Salary Allocation Schedule.

Psychologists and Learning Specialists employed after September 1, 1987, shall be employed for ten (10) days in addition to their base contract. Compensation for the ten (10) days will be at the employee's per diem rate pro-rated according to the base contract FTE and will be reflected on a supplemental contract. These days shall be scheduled in collaboration with the Director for Special Programs.

Nurse Specialist and Interventionists

The nurse specialist and the interventionists shall be employed for ten (10) days in addition to their base contract. Compensation for the ten (10) days will be at the employee's per diem rate pro-rated according to the base contract FTE and will be reflected on a supplemental contract. These days shall be scheduled in collaboration with the Director for Special Programs.

Nurses – Flex Days

Nurses have the option each year of flexing four days before or after the school year for preparation of records and/or medication documentation and disposal. Nurses will contact their supervisor regarding scheduling of these days.

Secondary School Counselors – Extended Year

In recognition of the fact that secondary school counselors have responsibilities beyond the regular school year, they will be compensated for additional days at their per diem rate pro-rated according to their base contract FTE on a supplemental contract as follows:

High school counselors – 12 days

Middle school counselors – 6 days

These days shall be scheduled in collaboration with the building principal.

Elementary Media Specialists – Extended Year

In recognition of the fact that elementary library media specialists need additional days beyond the 182-day school year for end-of-year inventory and other needs, they will be compensated for two additional days at their per diem rate pro-rated according to their base contract FTE on a timesheet. Further, an additional per diem day on a timesheet or two substitute days for inventory may be approved in consultation with the principal.

Extended Year Chart

EXTENDED YEAR	
Position	# of Days
Counselor – High School	12
Counselor – Middle School	6
Interventionist	10
Nurse Specialist	10
School Psychologist	10
Special Ed Learning Specialist	10

Elementary Principal's Designee

1. Remuneration shall be at the rate of 5% of the beginning step of the teacher's salary schedule.
2. A substitute for the principal's designee will be hired when he/she is requested by the principal to substitute for the principal for more than four hours in one school day if either the principal or the principal's designee deems it advisable that the principal's designee leave his/her classroom and substitute for the principal in his/her office.

High School Dean of Students

Remuneration shall be at the rate of 12% of the beginning step of the certificated salary schedule.

District Curriculum Committee/Vertical Chair

1. As needed, a vertical chair position shall be posted at the start of a districtwide adoption cycle to chair/lead the various phases of the adoption, a three-to-five-year process that includes research, adoption recommendation, and implementation. There will be no district curriculum/vertical committee chair for subject areas not in the active adoption cycle.
 - Dependent on the size and scope of the adoption, the remuneration shall be at the rate of either 5% or 8% of the beginning step of the teacher's salary schedule.
 - The stipend shall be compensation in full for all activities related to an adoption cycle year.
2. To meet special curriculum project needs, a curriculum lead may be appointed. The remuneration for this responsibility shall be a stipend of 2.5% of the beginning step of the teacher's salary schedule.

Summer School

Teachers will be stipended as follows for teaching the summer school program:

- Elementary and Middle School: \$2,750 stipend (5 hrs a day/18 days/no Fridays)
- High School: \$3,000 per session (4.25 hrs a day/24 days)

These stipends cover instructional hours, prep time, and 15 minutes before and after. Also included in the stipend is the compensation for the 2-day orientation/training required for elementary/middle school summer school staff. The stipend will be paid as a one-time amount at the end of July, following the completion of summer school.

The above does not apply to summer sports camps, which fall under the CVCCAA bargaining agreement.

Extended School Year (ESY) for Special Education

ESY services are a direct extension of services provided to special education students beyond the normal school year based on the students' IEPs. These services are mandated by law and are separate from the district's summer school program. Any certificated employee who provides ESY services as necessary to provide FAPE (Free and Appropriate Public Education) consistent with WAC 392-172-163 shall be compensated at his/her per-diem rate of pay.

APPENDIX E – DEPARTMENT CHAIRS/BUILDING CURRICULUM COORDINATORS

The Department Chair/Building Curriculum Coordinator positions will be posted annually within the building in the areas defined below. All recommendations must be submitted by the building principal to the Executive Director of Learning and Teaching for final approval. Each building principal will have the authority to assign responsibilities to the Department Chairs/Curriculum Coordinators which best fit individual building needs within the established job descriptions for the positions.

High schools will have the following department heads for their buildings: Counseling, CTE, Fine Arts, Health/fitness, Language Arts, Mathematics, Science, Social Studies, Special Education, and World Languages for a total of ten (10).

High School	Large Department (11+ staff)	Medium Department (7 – 10 staff)	Small Department (3-6 staff)
	\$3,000	\$2,600	\$2,200

Middle schools will have the following grade level/curriculum coordinators in their buildings: a coordinator for each grade level and an encore/elective coordinator for a total of four. The annual stipend for each of these positions is \$1,450.

Elementary schools will have the following curriculum coordinators in their buildings: Literacy and Math plus an additional two positions for other core curricular areas (Art, Science, Social Studies) as determined by the building principal with input from the staff. There will be a total of four (4) positions per building. The stipend for each of these positions is \$1,200.

In addition, there will be a technology curriculum coordinator responsible for the building web site and curriculum integration at each of the elementary and middle school sites. The annual stipend for this position will be \$1,700.

Barker (Alternative) High School, Spokane Valley Learning Academy, and the Kindergarten Center will each have the amount of \$2,000 annually to be allocated in a manner that best fits the needs of these sites.

Effective with the 2010-11 school year, the state COLA will be applied to the above stipends.

APPENDIX F - GRIEVANCE REVIEW REQUEST

This form is to be used by a certificated employee when filing a grievance review according to Article IV of the current Collective Bargaining Agreement. This same form must be used at each step and submitted in duplicate.

TO _____
Name Title

FROM _____
Grievant's Name Position

PLACE _____
School Building Department

1. State the specific grievance. (Include Article and Section of the Collective Bargaining Agreement or policy number.)

2. State the grievance. (Include time, place, parties involved, witnesses.)

3. The relief sought.

_____ Grievant's Signature	Date _____
_____ Supervisor's Signature	Date _____

Supportive documents may be attached.

APPENDIX G – TEACHER OBSERVATION FORM

Staff Member _____ Assignment _____ School _____

Date _____ Time of Day: From _____ To _____

Pre Conference Date _____ Post Conference Date _____

- I. Instructional Skills

- II. Classroom Management

- III. Professional Preparation and Scholarship

- IV. Effort Toward Improvement When Needed

- V. Handling of Student Discipline and Attendance Problems

- VI. Interest in Teaching Pupils

- VII. Personal Characteristics and Teacher/Staff Relationships

- VIII. Knowledge of Subject Matter

- IX. Additional Comments

OTHER DOCUMENTS MAY BE ATTACHED

Signature (Staff Member) Date Signature (Principal/Supervisor) Date

Original: Principal/Supervisor
Copy: Certificated Staff Member

APPENDIX H – CERTIFICATED SUPPORT PERSONNEL OBSERVATION FORM

(Staff with ESA certification)

Staff Member _____ Assignment _____ School _____

Date _____ Time of Day: From _____ To _____

Pre Conference Date _____ Post Conference Date _____

I. Knowledge and Scholarship in Special Field

II. Specialized Skills

III. Management of Special and Technical Environment

IV. The Support Person as a Professional

V. Involvement in Assisting Pupils, Parents, and Educational Personnel

VI. Personal Characteristics and Teacher/Staff Relationships

VII. Additional Comments

OTHER DOCUMENTS MAY BE ATTACHED

Signature (Staff Member) Date Signature (Principal/Supervisor) Date

Original: Principal/Supervisor
Copy: Certificated Support Staff Member

APPENDIX I – SHORT FORM EVALUATION DOCUMENTATION
TEACHER & SUPPORT STAFF EVALUATION FORM

Name _____ School _____

Assignment _____ School Year _____

The above named employee has qualified for a short form evaluation by receiving a satisfactory annual evaluation for four (4) years as a certificated employee of the Central Valley School District. This short form evaluation is based upon verified factual information and direct observation obtained through one of the following.

Evaluator: Check one of the options below and include date(s)

(a) _____ One (1) thirty (30) minute observation with written summary & conference on _____

(b) _____ Two (2) observations totaling sixty (60) minutes without written summaries on _____

(c) _____ A series of walk-through observations totaling sixty (60) minutes without written summaries on:

In conjunction with the process above, I have observed the certificated staff member whose name appears above and certify that this individual meets the following minimum evaluation criteria (please circle the appropriate section “Teacher” or “Certificated Support Personnel”).

Teacher (WAC 392-191-010)

- ✓ Instructional Skills
- ✓ Classroom Management
- ✓ Professional Preparation and Scholarship
- ✓ Effort towards Improvement when Needed
- ✓ Handling of Student Discipline and Attendant Problems
- ✓ Interest in Teaching Students
- ✓ Knowledge of Subject Matter

Certificated Support Personnel (WAC 392-191-020)

- ✓ Knowledge and Scholarship in Special Field
- ✓ Specialized Skills
- ✓ Management of Special and Technical Environment
- ✓ The Support Person as a Professional
- ✓ Involvement in Assisting Pupils, Parents, and Educational Personnel

Signature (Staff Member) Date

Signature (Principal/Supervisor) Date

APPENDIX J – TEACHER EVALUATION FORM
Central Valley School District No. 356

Name _____

School _____

Assignment _____

School Year _____

ME = Meets Expectations

U = Unsatisfactory

1. INSTRUCTIONAL SKILLS	ME	U
A. Develops and maintains long range class preparations.		
B. Prepares and maintains weekly lesson plans.		
C. Designs instruction to focus on the EALRs, GLEs and/or district standards.		
D. Teaches to an objective.		
E. Integrates higher level thinking skills as appropriate in lesson design.		
F. Adjusts and refines lessons based on student abilities, interests, and performance.		
G. Uses a variety of instructional strategies, methods and materials.		
H. Uses multiple assessment tools to plan appropriate instruction and monitor and document student progress.		
Comments:		
2. CLASSROOM MANAGEMENT	ME	U
A. Assumes responsibility for supervision and safety.		
B. Organizes space and develops procedures that promote learning.		
C. Maintains records as required.		
D. Assists students to develop productive work habits.		
Comments		
3. PROFESSIONAL PREPARATION AND SCHOLARSHIP	ME	U
A. Participates in relevant professional development activities.		
B. Demonstrates knowledge of and implements district identified best practices.		
C. Incorporates state and district standards into instruction.		
Comments:		
4. EFFORT TOWARD IMPROVEMENT WHEN NEEDED	ME	U
A. Demonstrates understanding of professional strengths and limitations.		
B. Implements constructive administrative recommendations.		
C. Participates in activities that support professional growth.		
Comments:		
5. HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS	ME	U
A. Communicates established guidelines for student conduct.		
B. Disciplines students in a controlled, consistent, and respectful manner.		
C. Responds to disciplinary problems in accordance with administrative policies/procedures and state law.		
D. Utilizes support services when appropriate.		
Comments:		

4. Informal observations of school-related activities may be conducted by the evaluator.
5. The final written evaluation must be completed by the evaluator prior to May 1.
6. The final written evaluation will be based on at least two (2) previous formal and any number of informal observations. This final written evaluation, to be placed in the staff member's personnel file, will be the result of a joint conference between the evaluator and the staff member.
7. Any area in which "Unsatisfactory" is indicated must be followed by written comments explaining the deficiency and procedures for remediating self-improvement.
8. The evaluator and staff member must sign the dated written evaluation document. Signature by the staff member acknowledges receipt of document, but does not necessarily indicate agreement with the contents.
9. The staff member is to receive a signed copy of the total evaluation document during the final evaluation process.
10. Any disagreement within the document between the evaluator and teacher must be indicated in writing, dated, signed by both parties within five (5) school days of the conference and attached to the evaluation document prior to placement into the staff member's personnel file.

6/99 - Revised 5/07

APPENDIX K - CERTIFICATED SUPPORT PERSONNEL EVALUATION FORM
Central Valley School District No. 356

NAME: _____ SCHOOL: _____

ASSIGNMENT: _____ SCHOOL YEAR: _____

ME = MEETS EXPECTATIONS

U = UNSATISFACTORY

1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD	ME	U
A. Demonstrates knowledge of theory and content in the special field.		
B. Demonstrates understanding of the basic principles of child development.		
C. Demonstrates awareness of personal and professional limitations and has ability and knowledge to make appropriate referrals to other agencies and/or support personnel.		
D. Incorporates knowledge of new research findings in the area of specialty into program of services.		
Comments:		
2. SPECIALIZED SKILLS	ME	U
A. Demonstrates competency in designing and/or conducting specialized assessments.		
B. Administers assessment procedures effectively.		
C. Demonstrates ability to interpret and apply student data.		
D. Demonstrates competency in designing and/or conducting specialized programs of prevention, instruction and/or remediation.		
E. Develops goals and objectives that facilitate the implementation of programs and services for students.		
Comments:		
3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT	ME	U
A. Selects and/or recommends testing and non-testing devices, materials and equipment appropriate to students needs.		
B. Understands limitations and restrictions of devices, materials and procedures.		
C. Maintains an environment that provides privacy and protects students and family information as mandated by codes of ethics, federal and state regulations, and local school district policies.		
D. Maintains records as required.		
Comments:		
4. THE SUPPORT PERSON AS A PROFESSIONAL	ME	U
A. Demonstrates understanding of the law as it relates to area of specialization.		
B. Demonstrates knowledge of, and commitment to, the appropriate professional code of ethics.		
C. Shows evidence of continuing professional growth.		
Comments:		
5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL	ME	U
A. Works effectively with support staff, school personnel, and parents in the development, coordination and/or extension of services.		
B. Plans, develops and integrates support programs to serve the needs of the school population and individual students.		
C. Effectively communicates student needs and characteristics to parents, staff, and community.		
D. Helps others involved with student(s) to interpret and use data appropriately and accurately.		
Comments:		

APPENDIX L – MEDIA SPECIALIST EVALUATION FORM

Central Valley School District No. 356

NAME: _____ SCHOOL: _____

ASSIGNMENT: _____ SCHOOL YEAR: _____

ME = MEETS EXPECTATIONS

U = UNSATISFACTORY

1. INSTRUCTIONAL SKILLS	ME	U
A. Develops and maintains long-range class preparations.		
B. Prepares and maintains weekly lesson plans.		
C. Designs instruction to focus on the EALRs, GLEs, and/or district standards.		
D. Adjusts and refines lessons based on student abilities, interests, and performance.		
E. Uses a variety of instructional strategies, methods, and materials .		
F. Guides students to develop desirable reading, viewing and listening patterns, attitudes and appreciations.		
G. Assumes responsibility for providing instruction in the use of the media center resources correlated with the curriculum.		
Comments:		
2. CLASSROOM MANAGEMENT	ME	U
A. Assumes responsibility for supervision and safety.		
B. Organizes space and develops procedures that promote learning.		
C. Maintains records as required.		
D. Assists students to develop productive work habits.		
Comments:		
3. PROFESSIONAL PREPARATION AND SCHOLARSHIP	ME	U
A. Demonstrates awareness of laws as they relate to the library media center.		
B. Keeps abreast of new developments in the library media area.		
C. Shows evidence of continuing professional growth		
D. Keeps current regarding technology as it applies to the library media center.		
E. Sets goals and writes long-range plans on a yearly basis.		
Comments:		
4. EFFORT TOWARD IMPROVEMENT WHEN NEEDED	ME	U
A. Demonstrates understanding or professional strengths and limitations.		
B. Implements constructive administrative recommendations.		
C. Participates in activities that support professional growth.		
Comments:		
5. HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS	ME	U
A. Communicates established guidelines for student conduct.		
B. Disciplines students in a controlled and respectful manner		
C. Responds to disciplinary problems in accordance with administrative policies/procedures and state law.		
D. Utilizes support services when appropriate.		
Comments:		
6. INTEREST IN TEACHING PUPILS	ME	U
A. Demonstrates respect for each student.		
B. Displays concern for each student.		
C. Develops rapport with students as individuals in a professional manner.		
D. Collaborates with school colleagues, parents, and specialists to support students' learning.		
E. Addresses special needs (e.g., IEPs, 504 plans) in lesson design and implementation.		
F. Maintains appropriate confidentiality.		
Comments:		
7. KNOWLEDGE OF SUBJECT MATTER	ME	U
A. Teaches process and skills appropriate to the subject matter and to the students' interests and abilities.		

B. Maintains competence in the assigned content area.		
C. Effectively maintains library facility and library media collection.		
D. Serves as instructional resource consultant and materials specialist to teachers and students		
Comments:		
8. PERSONAL CHARACTERISTICS AND TEACHER/STAFF RELATIONSHIPS <i>(Aligns with same section in teacher eval)</i>	ME	U
A. Demonstrates respect and professionalism in interactions with others.		
B. Collaborates with staff in a professional manner.		
C. Collaborates with parents/guardians and families in a professional manner.		
D. Assumes proportional share of responsibility.		
E. Follows established building and district policies and procedures.		
F. Demonstrates promptness and responsibility for school day and duties.		
G. Demonstrates an interest in and support for the total school program.		
Comments:		

SUMMARY OF EVALUATION: _____

The employee's signature below acknowledges the presentation and receipt of this evaluation document, but does not necessarily indicate the employee agrees with content.

_____/Date_____ /Date_____

Signature (Staff Member) Signature (Principal/Supervisor)

CERTIFICATED STAFF EVALUATION PROCESS

NEW CERTIFICATED STAFF

1. A formal observation of new employees shall be made by the Principal or Administrative Supervisor within the first Ninety (90) calendar days of employment.
2. A follow-up conference will be held within three (3) school days after prompt documentation of observation. At this time, the staff member is to receive a copy of the observation summary. This summary shall be dated and signed by both parties and a copy placed in the employee's personnel file. Any commendations of performance or recommendations for improvement will be a part of this first formal observation conference.
3. A minimum of one additional formal observation will be conducted by the Principal or Administrative Supervisor after December 15, and a final written evaluation will be completed prior to May 1.
4. Informal observations of school-related activities may be conducted by the Principal, Assistant Principal, or Administrative Supervisor.

CONTINUING CERTIFICATED STAFF - LONG FORM

1. Full formal evaluations must be completed by the principal, assistant principal or administrative supervisor (referred to as the evaluator) each of the first four (4) years of District employment, and must be conducted upon request by either the teacher, principal, or administrative supervisor even though the teacher qualifies for the short form process.
2. Formal notice for a long form evaluation must be indicated by the staff member, Principal, or Administrative Supervisor prior to October 1 each year.
3. One of the two formal observations shall be conducted prior to December 15 of each year. (One of the two formal observations may be initiated by the teacher.)
4. Informal observations of school-related activities may be conducted by the evaluator.
5. The final written evaluation must be completed by the evaluator prior to May 1.
6. The final written evaluation will be based on at least two (2) previous formal and any number of informal observations. This final written evaluation, to be placed in the staff member's personnel file, will be the result of a joint conference between the evaluator and the staff member.
7. Any area in which "Unsatisfactory" is indicated must be followed by written comments explaining the deficiency and procedures for remediating self-improvement.
8. The evaluator and staff member must sign the dated written evaluation document. Signature by the staff member acknowledges receipt of document, but does not necessarily indicate agreement with the contents.
9. The staff member is to receive a signed copy of the total evaluation document during the final evaluation process.
10. Any disagreement within the document between the evaluator and teacher must be indicated in writing, dated, signed by both parties within five (5) school days of the conference and attached to the evaluation document prior to placement into the staff member's personnel file.

APPENDIX M – PROFESSIONAL GROWTH PLAN
Central Valley School District No. 356

Staff Member _____ School _____

Assignment _____ School Year _____

DIRECTIONS: Complete one sheet for each goal by November 1.

(Records, data, and notes are kept on the staff member's Professional Growth Log, which becomes the property of the staff member and will not be included in the permanent record.)

1. Professional goal/goal statement.
2. What is the plan of action for achieving this goal?
3. How can my Principal or Administrative Supervisor help me to achieve this goal?
4. Who will be involved in working with me to achieve this goal?
5. How will I measure my success in achieving this goal?

Signature (Principal/Supervisor) Date Signature (Staff Member) Date

6. Mid-year Progress Conference by March 1

Signature (Principal/Supervisor) Date Signature (Staff Member) Date

7. Year-end progress Conference by June 1

This is to certify that the statutory requirements for the professional growth option have been met, including 60 minutes of documented conversations, meetings/observations, and/or feedback by supervisor.

Comments:

Signature (Principal/Supervisor) Date Signature (Staff Member) Date

WAC 392-191-080 stipulates that one or more of the following sources of information are to be used in development the Professional Growth Plan: 1) peer review and evaluation; 2) input by parents; 3) input by students; 4) personal and/or professional goals; 5) school district goals; 6) building goals; 7) self-assessment; 8) personal academic records; and, 9) school district evaluations.

Copy: Personnel File

INFORMATIONAL MATERIAL ONLY

The following documents are appended to this document as information only and are not part of the negotiated agreement between the Central Valley Education Association and the Central Valley School District

Informational items included are summaries of the following:

Federal Family and Medical Leave Act
Washington State Family Leave Act
Washington State Family Care Act

FEDERAL FAMILY AND MEDICAL LEAVE ACT (FMLA)
See Companion Sheet on WA Family Leave Act and Family Care Act

What is FMLA?

FMLA is a form of leave for serious health conditions, childbirth/adoption, and care of a newborn or newly adopted child. It is governed by District Policy and Procedure 5404 as well as state and federal laws. FMLA is unpaid, but may run concurrently with other forms of paid leave (see below).

Who is eligible and how much leave can employees receive?

Every district employee who has worked for the district at least twelve (12) months, and for at least 1250 hours during the twelve (12) months immediately preceding the commencement of the family leave is entitled to twelve (12) work weeks of leave. Specific eligibility is verified by HR.

Is FMLA paid leave?

FMLA is unpaid leave. However, the employee may choose, or the District may require, the substitution of various forms of accrued paid leave for FMLA, assuming the conditions for the use of paid leave are satisfied. If paid leave is substituted, FMLA runs concurrent with, not in addition to, the paid leave. Examples include:

- **Leave for an employee's own serious health condition:** FMLA runs concurrent with accrued leave for personal illness, injury, or emergency leave and personal leave.
- **Leave to care for a new child:** FMLA runs concurrent with accrued personal leave and/or vacation.
- **Leave to care for an employee's spouse, dependent child or parent with a serious health condition:** FMLA runs concurrent with accrued leave for personal illness, injury, or emergency leave and personal leave.

Examples of serious health conditions:

- Heart attacks
- Cancer
- Spinal injuries
- Back conditions requiring surgery

In general, what benefit does FMLA provide an employee?

FMLA gives eligible employees a right to a leave of absence in qualifying circumstances, along with certain return-to-work rights at the conclusion of the leave, including restoration to their original position or one that is equivalent. If the absence is covered by an already existing paid leave, FMLA may not add any benefit. If, on the other hand, the employee has already exhausted paid leave (or exhausts it during the FMLA leave period), FMLA ensures continuation of health plan contributions for the full twelve (12) weeks.

Is the employee required to provide advance notice to employer?

An advance notice of at least 30 days is required unless the family leave is not foreseeable, in which case the employee is required to provide notification within five (5) days of becoming aware of the need. If the employee is unable to provide notification due to a serious health condition, the employee's spokesperson (spouse, doctor, family member, etc.) may do so.

WASHINGTON LAWS

WA State Family Leave Act (FLA)

FLA builds on the existing similar benefits found in FMLA by providing additional unpaid time off for women following childbirth:

- The amount of disability leave for pregnancy is typically 6-8 weeks for childbirth without complications, and employees of Central Valley School District may use available leaves, including personal illness, injury, or emergency leave and personal leave.
- Additional leave following the release from your health care provider is unpaid, but under FMLA, your health benefit coverage will continue for up to a total of 12 weeks provided you qualify for FMLA (see previous page).
- FLA extends the time off following child birth by adding up to 12 weeks of unpaid time following the 6-8 weeks of disability leave after the baby's birth. The first six weeks typically run simultaneously with FMLA and the benefits of qualifying employees would be covered. For the remaining six of the 12 weeks under FLA, the employee will have the option to self-pay the benefits and will be notified of their COBRA rights.

WA State Human Rights Commission

- Discrimination because of pregnancy or pregnancy disability is a violation of state law.
- The amount of time off for pregnancy disability is determined by the woman's healthcare provider (see first bullet above).

WA Family Care Act (FCA)

- This law provides the option for employees to access available leaves such as personal illness, injury, or emergency leave and personal leave to care for sick family members. Family members include:
 - Children under age 18 with a health condition that requires supervision or treatment.
 - Spouse, parent, parent-in-law, or grandparent with a serious or emergency health condition.
 - Adult son or daughter incapable of self-care due to a disability.

How do I learn more about my eligibility and rights under these laws, district policies and the leave provisions in my Collective Bargaining Agreement?

When you have the need to be away from work due to your personal illness/disability or a serious/emergency health issue in your family, please contact Human Resources as soon as possible and they will review your specific situation with you and assist you with your special needs:

Jay Rowell - ext. 5556 or Neva Ringwald - ext. 5442

Disclaimer: These sheets contain general information and guidance on district policy/procedures and federal and state laws governing FMLA, FLA, and FCA. These laws, policies, and procedures are complex and subject to change. The District reserves the right to modify, withdraw, or make exceptions to the information provided at any time without prior notice to ensure continued compliance.

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