

# Collective Bargaining Agreement

By and between  
**Central Valley Education Association**  
and  
**Central Valley School District No. 356**

September 1, 2023– August 31, 2025



## Central Valley Education Association

P.O. Box 14065, Spokane, WA 99214  
(509) 926-0201

## Central Valley School District

2218 N. Molter Road, Liberty Lake, WA 99019  
(509) 558-5400

Adams Elementary .....	558-4000
Broadway Elementary .....	558-4100
Chester Elementary .....	558-3150
Greenacres Elementary .....	558-4200
Liberty Creek Elementary .....	558-6300
Liberty Lake Elementary .....	558-4300
McDonald Elementary .....	558-5350
Opportunity Elementary .....	558-3550
Ponderosa Elementary .....	558-6450
Progress Elementary .....	558-4500
Riverbend Elementary .....	558-3400
South Pines Elementary .....	558-4400
Sunrise Elementary .....	558-3600
University Elementary .....	558-4650
Bowdish Middle School .....	558-4700
Evergreen Middle School .....	558-3700
Greenacres Middle School .....	558-4860
Horizon Middle School .....	558-4940
North Pines Middle School .....	558-5020
Selkirk Middle School .....	558-6200
Central Valley High School .....	558-5100
Ridgeline High School .....	558-3800
University High School .....	558-6040
Mica Peak High School .....	558-5950
Central Valley Early Learning Center .....	558-5810
Central Valley Virtual Learning .....	558-6550
Spokane Valley Learning Academy .....	558-5700
Spokane Valley Tech .....	558-6500
Summit .....	558-3250

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## PREAMBLE

This Agreement is entered into between the Central Valley School District and the Central Valley Education Association, an affiliate of the Washington Education Association (WEA) and the National Education Association (NEA), pursuant to RCW 41.59.



# Article I – Administration of Agreement

## Section A – Duration

This agreement shall be in effect from September 1, 2023 through August 31, 2025.

**CENTRAL VALLEY  
EDUCATION ASSOCIATION**

**CENTRAL VALLEY  
SCHOOL DISTRICT**

BY: /s/ Wally Watson  
CVEA President

BY: /s/ Dr. Keith Clark  
President, Board of Directors

DATE: September 1, 2023

DATE: September 1, 2023

## 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, Associate Superintendents Executive Academic Officers and Teaching, Executive Directors, Directors, 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

### Section B.1 – Exclusive Recognition

The term "Contracted staff for SVT" shall refer to those positions that have a separate services contract and are therefore neither a part of nor member of CVEA. These staff are not entitled to any protections or benefits outlined within this CBA. Any contracting of classroom positions shall be done for the purposes of staffing SVT only.

The term "Certified employee of SVT" shall refer to those employees that are a part of the CVEA membership but are working either full time or part time at the Spokane Valley Tech center.

All provisions of the contract shall be in place for certified employees of SVT with the exception of the following provisions of the contract. These portions of the contract shall not apply to certified employees of SVT only when working at SVT:

- Article 1 – K (Contract Modification)
- Article 3 – A (Employment of Certificated Employees), G (Certificated Employee Contract), H (Work Day),
- Article 6 – A (Preparation Time), I (Class Size), J (Collaboration Time within Contracted Day), L (Sections for K-5 Music, Library and Health and Fitness)
- Appendix E (Department Chairs/Building Curriculum Coordinators)

Some programs may have instructors from local business as well that will not be a part of the CVEA and therefore not covered under this agreement.

Subsection B.1 shall be considered a living agreement and both parties will meet to revise as necessary for the success of the program at Spokane Valley Tech.

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 building and supply a reasonable number of additional copies to the administration for review by prospective employees. Any building with 50 or more certificated staff will be provided four (4) printed copies and all other buildings will receive two (2) printed copies. The Association will be provided with twenty (20) 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](http://www.cvsd.org)) and the Association's website ([www.centralvalleyea-com.webs.com](http://www.centralvalleyea-com.webs.com)). Printed copies will be available in school staff lounges.

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**

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:
  - By February 1st 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.

## **Section L – Bargaining Costs**

When bargaining and re-openers occurs, scheduling of dates will fall outside of contract time unless mutually agreed upon to meet during contract time. In which case, the district will agree to cover half of the substitute costs for the CVEA Bargaining Team of 5.

# 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. Medicare payments for the Federal government.
4. Retirement payments for the State Retirement System.
5. Washington Worker’s Compensation Tax, as applicable.
6. Washington Paid Family and Medical Leave, as applicable.
7. Washington Long Term Care Act, as applicable.
8. Any other state or federal deduction required by law.
9. 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 and WEA-PAC
  - f. Payments to Spokane Teachers’ Credit Union-
  - g. Payments for government savings bonds
  - h. Payments to GESA Credit Union
  - i. Automatic paycheck deposit for employees
  - j. Central Valley Citizens for Education
  - k. Supplemental Life Insurance –MET Life

## 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 Delta Dental
2. Medical: SEBB

The District shall provide, as an employer-paid benefit, a monthly VEBA contribution of \$100.00 per FTE employee to help defray out-of-pocket expenses.

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.

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 **the last week of August and expires September 30 with an effective date of November 1.** 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**

The District has adopted the VEBA "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 accruing to the credit of such employee from the date of this Agreement.

This VEBA 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. 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.

## **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, May, 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:

- Lump sum repayment.
- Equal payments to be completed by the end of the school year.
- Additional overpayment options to extend beyond the current year may be approved in unique circumstances.
- 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, occupational therapists, physical therapists and speech and language pathologists, 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**

CVEA members hired by December 1, will receive a Supplies & Tuition stipend of \$350.00 paid out at the end of November of each year. In 2024-25 this will increase to \$400.00. The stipend will be paid through payroll and taxed at the normal tax rates per employee. No receipts would need to be attached and no forms would need to be submitted. CVEA members hired after December 1<sup>st</sup> will not receive a stipend for the current school year.

# 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, sexual orientation, 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 – Right to Due Process

No certificated employee shall be reprimanded, disciplined, or reduced in rank or compensation without just cause. (See appendix N) 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. A verbal warning shall be reduced to writing, initialed by the employee and placed in the appropriate Supervisory file. Two years after its initial placement any verbal warning placed in a supervisors file will be removed if requested by the employee in writing.

## **Section F – 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 Associate Superintendent of Human Resources/designee(s). The employee may request an additional individual, chosen by the employee, to be present for the file review.
- Any material except material required by statute or placed in the file as a result of disciplinary action, may be removed, from the employee's two (2) years after its initial placement upon written request.
- 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.
- 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. Working 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 the completion of an employee's evaluation(s).
- 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 and verbal warnings which will be forwarded to Human Resources. Documentation forwarded to Human Resources will be filed in the Human Resources office. Documentation of counseling sessions and verbal warnings will be destroyed after two (2) years, provided that no further issues of a similar nature have occurred during that period of time.

- 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.

D. Investigatory and other files

- Other materials include 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 make a reasonable attempt to notify the employee at his or her workplace or last known address prior to the release of any requested documents(s).

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

## **Section G – 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 180 days in total. Any extension of contract shall be computed at 180 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. The following optional days are available:

Starting in 2017-18                      1 day (7.5 hours) per FTE for completion of classroom/worksite preparation

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.

If a part time certificated employee is approved to work a full 7.5-hour day on the Learning Improvement Days, the employee will receive per diem rate of pay. This pay is for extra hours beyond their assigned FTE and not to exceed 7.5 hours.

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 (45 hours), paid at the Professional rate of pay, 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 H – 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.

Employees will not be required to perform any non-instructional duties either before or after school. Elementary

teachers will not be required to perform recess duty.

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.

When an emergency delayed start is announced teachers may delay their reporting time by the same amount of time. For example, if a two-hour delayed start is announced, the teacher may report two hours later than their normal arrival time.

#### **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 Associate Superintendent of Human Resources/designee before acceptance by the employee. This Section has no relationship to Article III, Section E.

## **Section I – 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.

#### **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 Associate Superintendent of Human Resources by October 15. Such credits must be confirmed by an official transcript as soon as available.

## **Section J – Substitute Employees**

All Certificated substitutes who are employees of the district shall receive a salary of \$175.00 per day.

The district will hire full-time guest (substitute) educators to be assigned to specific buildings. These educators will report every day to that building to cover teacher absences, beginning on Monday of the third week of school and ending on the last Friday in May. Elementary, Middle Schools and Mica Peak High School will have at least one and



Central Valley High School and University High School will have at least three. These educators will receive the substitute rate of pay. These positions will be posted and will require an application and interview process. If a substitute is not required at their assigned building on any given day, they may be reassigned to another building that does have need as long as elementary subs stay in elementary placements and secondary subs stay in secondary placements.

Full-day guest (substitute) educators will not be required to use the prep-time assigned to the teacher they are replacing to do anything other than what that teacher has asked them to do during the prep if that guest educator is in place for the same teacher for more than 5 consecutive days.

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.

Salary Schedules..... Appendix A

Salary Schedules/Supplemental Included.....Appendix C

## **Section K – 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 unless mutually agreed upon between CVEA and the district as a result of a leave of absence, program change/addition, and/or need for transfer (voluntary or involuntary).

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. See Article VI: Section T. In the event of a classroom reassignment less than three (3) work days prior to the first student day of the year, the district will provide classified staff to assist with the physical move and the technology change orders that are necessary.

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 Associate Superintendent of Human Resources.
3. Any certificated employee in the District may apply for a new or vacant position through the Human Resource’s online application system prior to August 10<sup>th</sup>. From August 10<sup>th</sup> to September 15<sup>th</sup>, an employee may apply for a new or vacant position only if there is a special circumstance and if the request is mutually agreed upon by CVSD and CVEA. Special circumstances could be but not limited to: family situation, significant change in position that is vacant (TOSA, Dean, Learning Specialist, etc...) and/or matters relating to the working conditions within a school. Requests should be made to human resources and a meeting must be scheduled with the CVEA member making the request, Human Resources Administrator and CVEA

- representative. From August 10<sup>th</sup> –September 15<sup>th</sup>, the minimum number of days for a posting is 3 days.
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. During the staffing process in March the District shall give consideration to present employees in filling vacancies and new positions before out-of-district hiring occurs.
  6. 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/Associate or supervisor.
  7. 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.
  8. 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
  9. In the case of an involuntary transfer, a discussion with Human Resources personnel and the affected party will be completed to determine if there is any personal impact on the person(s). The discussion will take place before the final decision is made.

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.

When the budget or enrollment requires an out-of-building transfer, the following process must be followed by the building administrator:

- Identify the grade or content level that is overstaffed; then
- Ask for volunteers letting them know they would be eligible for a day per diem and day substitute rate of pay if they move. If there are not any volunteers, then;
- Provide a list to human resources of eligible teachers and remove the member with the greatest in-building seniority from consideration. Then;
- Issue the remaining staff members in consideration a Displacement Consideration Form that is provided by human resources. This form will include the following elements for consideration:
  - Rank order preference for open positions in other schools
  - Listing of previous teaching experience and certifications
  - Mitigating factors – personal impact
    - If there is a unique reason to consider the staff member with the greatest in-building seniority, a meeting will be held with human resources, the association president, and the building principal. Within two days following this meeting, the district reserves the right to conduct an involuntary transfer if deemed necessary.

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](http://www.cvsd.org)) by clicking on *Board Agendas & Policies*.

## **Section L – Calendar**

The District will meet with representatives from all associations in January of each year to consider the calendar for the following school year.

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

- The day after Labor Day is the first contracted day
- The day after Labor Day is orientation
- The calendar team may make exceptions to the above in years where Labor Day falls later than September 5.
- School begins the day after orientation
- The day after Thanksgiving is considered a vacation day
- The day before Thanksgiving will be a half-day release for students and staff
- There will be two weeks of vacation at Winter Break
- Spring Vacation will be aligned with other area school districts

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

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 M – 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. Student's due process rights must be followed in all discipline matters.

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 N – 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. The District will make a best faith effort to provide adequate storage in portables.

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 O – 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 P – 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.

In the event of a possible layoff, the District will notify the Association no later than May 1.

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 in the bargaining unit, listing each employee's years of qualified teaching within the state of Washington.

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. Seniority shall mean the total amount regularly contracted experience including subbing, summer school and additional hours per state guidelines for the salary schedule. No employee may earn more than 1.0 FTE in any given contracted year. Employees on paid leave will continue to accrue seniority. Employees on unpaid leave will have the seniority accrued at the time they discontinued active service to the District credited to them.

This list will be provided by December 1 of each year with a finalized list made available no later than April 1.

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. It is understood that years of service as a regular administrator is not recognized for seniority within the CVEA.

The Administration shall then assign employees from the bargaining unit. Based upon the employee's seniority as defined in paragraph 5 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 meet the certification/endorsement requirements for the assignment.

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. 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.

The employees non-renewed, 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 and certification, 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 Associate Superintendent 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 certification 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 once upon request of the employee and the approval of the Board of Directors. Any additional requests for renewal will be considered on a case-by-case basis. 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 of equal FTE shall be removed from the employment pool.

# 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.
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 ten (10) 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 ten (10) 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 ten (10) 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 ten (10) 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 ten (10) 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 ten (10) working days, shall meet with the grievant, the Association representative, the supervisor, and the Superintendent to review such grievance in closed 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 ten (10) 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 (180) 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 of 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 above sixty (60) days of 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. To the extent this paragraph is inconsistent with WAC 392-136-015, WAC 392-136-015 governs.

At the time of separation from School District employment, an eligible employee, as defined by WAC 392-136-020, or the employee's estate may elect to 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. To the extent this paragraph is inconsistent with WAC 392-136-020, WAC 392-136-020 governs.

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 thirty (30) days before that date. If the birth of a child requires leave to begin in less than thirty (30) days, an employee shall provide notice as is practicable.

#### 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.

### Non-Birth Parent Leave

A non-birth parent, upon request, shall be granted leave in accordance with the FMLA leave provisions.

## Section C – Adoption Leave

Employees, upon request, shall be granted Adoption leave in accordance with the FMLA leave provisions.

## 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.

### Helpful links to more information

- **FMLA:** <https://www.dol.gov/WHD/fmla/fmla-faqs.htm>
- **PFMLA:** <https://paidleave.wa.gov/>

## Section E – Personal Leave

Certificated employees shall be entitled to three (3) personal leave days per year, which shall be with full pay. These days 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. Certificated employees may carry over up to three (3) unused personal leave days from year to year. Three (3) days carried over, plus three (3) days from the current year will equal a maximum of six (6) days to be available in any one year. Unused personal leave may be cashed in each year at \$220.00 per day. Personal leave days may be taken in half-day increments. Limited to the half day prior to Thanksgiving, employees will be charged a half day of personal leave for personal leave taken on this day.

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 6% 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.

- Certificated staff who are absent from work on the early release day before Thanksgiving shall only be charged for half a day of leave.

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 up 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. Two (2) days of leave shall be allowed for the death of the employee's aunt, uncle, niece, or nephew. In the event a death involves someone with whom the employee has a close personal relationship that is not included above, the employee will have access to emergency and any accumulated sick leave. Any request for leave beyond five (5) days will be determined on a case-by-case basis by the Associate Superintendent of Human Resources.

## **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 Associate Superintendent 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 and 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 kept by the employee in recognition of the fact that the employee must prepare for the substitute and other details in order to be absent from work.

## **Section K – Military Leave**

Certificated employees shall be granted military leaves of absence when required by law. While on leave, the certificated employee shall retain all benefits as provided by law. Upon return from leave, the certificated employee shall be placed in the position last held or an equivalent position in the District.

Employees shall be granted up to twenty-one (21) 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 of 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**

All Certificated Employees must enter all absences into the Red Rover System. For the most optimal planning for coverage, these absences should be entered as far in advance as possible.

## **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**

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) pool

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.
- The district agrees to pay stipends approved by CVEA for added duties related to the extra time and duties required of the position as President of the Central Valley Education Association. The association will reimburse the district for the full amount of the stipend.

# 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.

- Every effort will be made in grades 6-12, to assign a maximum of 3 (three) preps per teacher per grading period. Prior to being assigned greater than three (3) preps, the administration will discuss the reasoning with the teacher and consider alternatives when possible.
- 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.
- Kindergarten teachers will not be required to attend the library sessions.
- No certificated employee shall be assigned other duties during his/her preparation period. Preparation time shall be scheduled and assigned by the building principal.
- 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.
- No assigned preparation time shall be less than thirty (30) consecutive minutes except when there is an early release or special schedule day.
- No time after the student school day will be counted as prep time.

When a certificated staff member has prepared for a substitute teacher for the purposes of district required assessments and/or trainings/meetings, and the substitute teacher is pulled, requiring the teacher to return to their classroom, the certificated staff member will be compensated one hour at the prep time hourly rate. When a certificated staff member has prepared for a substitute teacher for the purposes of district required assessments and/or trainings/meetings, and the substitute teacher is pulled, requiring the teacher to return to their classroom, the certificated staff member will be compensated one hour at the Professional Rate.

### Preschool Prep Time

Full-time certificated teachers are to receive 290 minutes of preparation time each week, except for weeks in which there is an early student release or special schedule in which prep time will be reduced in proportion to the amount of release time. On Fridays where a holiday or Learning Improvement Day is scheduled and full-time certificated teachers do not receive their prep, they can claim compensation at the "Loss of Prep Time" rate of pay at one hour for each day worked during that week.

### Elementary Prep Time

In grades K–5, full-time certificated teachers are to receive 290 minutes of preparation time each week, except for weeks in which there is an early student release or special schedule in which prep time will be reduced in proportion to the amount of release time. 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 rest with the principal as to how preparation time is provided.

For teachers that team teach (2 teachers in the same teaching space at the same time teaching 2 classes), one half hour of joint prep time per week is required so they can plan together. This prep time may be before or after regular classes so as to not interfere with scheduling for maximum use.

Best-faith effort will be made to include Specialists input in scheduling.

**[With the exception of shortened days/weeks, 180 minutes per week will be provided during the student day. With the exception of shortened days/weeks, 110 minutes per week will be provided in the time before the student day starts.]**

### **Middle School Prep Time**

In grades 6 - 8, full-time certificated teachers are to receive 290 minutes of preparation time each week, except for weeks in which there is an early student release or special schedule in which prep time will be reduced in proportion to the amount of release time. In the event a fulltime 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.

Certificated employees directly involved in classroom instruction in Grades 6 - 8 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.

### **High School Prep Time**

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.

## **Section B – Professional Development**

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

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. Every effort will be made to inform staff of summer training dates by May 15.

## **Section C – First Aid Training**

If First Aid training is required for an employee's job or if they are required to hold a first aid certificate for a supplemental contract position then the employee may choose to receive clock hours and/or to be paid to attend



training at the curriculum hourly rate. The District will provide the training on non-school days and at no cost to the employee. The trainings will be scheduled on non-school days. Trainings may also be scheduled on regular work days as long as it is after work hours. The District will provide the training without fees. If an individual cannot attend a district sponsored training they may access their supplies and tuition reimbursement to help defray the cost of alternate training.

## Section D – Hourly Rates for Certificated Employees

Category	Hourly Rate
Professional Rate of Pay – Any Extra Hours, Extended Day, 504 meetings, SST meetings, IEP meetings, Interpreter services, MDT meetings or trainings outside the contracted day	\$45
Staff Development Presenters (outside the contracted day) Prep time for a new class: 2 hours for every hour taught Prep time for a repeat class: 1 hour in total <i>Prep time above will be given even when the class is taught during the contracted day, however, all prep must be completed outside of the contracted work day.</i>	\$30
Teacher Prep Coverage/Loss of Prep per ½ hour - Elementary	\$30
Teacher Prep Coverage/ Loss of Prep - Secondary	\$50
Intramurals/Smart Activities	\$25

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.

## Section G – Beginning Teacher Assistance Program (BTAP)

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 or jeopardizing the safety of other students or the teacher and warrants immediate removal 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. If deemed necessary by the teacher and/or administrator no such student shall return to that class before joint efforts are made to schedule a parent conference.

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 student 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 M, 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 Associates (TA's) will only count towards class size limits if they are assigned. If Associates 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	
K	22
1 – 3	25
4	26
5	28
6 – 8	29
9 – 12	32
Combinations (K – 5)	21

Combination classes (K-5) can increase to 22 to meet over load situations with an Overload MOU provided to the teacher.

Combination class teachers shall receive a \$300 monthly stipend for the extra duties associated with the management of two grade levels.

The maximum daily pupil per teacher load will not exceed 160. Advisory is not included in the total maximum daily load. These maximum class loads will not apply to Music classes; therefore, a music teacher’s maximum class load may exceed 160.

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.

General education class loads may be reduced by one for each para-educator that attends a general education classroom. Upon teacher request to reduce class load size, program administrator, teacher, building administrator and CVEA representative will review the request and decide whether or not there are space limitations that would justify reducing the class size by one for each para educator assigned.

### Special Education Classes

Grade Level	Program	Caseload Limits	Class Load Limits
<b>Specialists</b> *See exceptions	Vision Specialist	25 students	N/A
	Hearing Impaired Program	18 students	12 students
<b>Preschool</b> *See exceptions	Inclusive Preschool	28 Student	7 Students per section
	Comprehensive Program	24 Students	12 Students per session
	LEAP Model	36 Students	18 Students per session
<b>Elementary</b> *See exceptions	Social Connections	20 students	10 Students
	Resource Room	28 students	10 students
	Integrated Kindergarten	10 students	10 students
	Extended Resource	12 students	12 students
	Comprehensive Instruction	8 students	8 students
	Alternative Instruction	8 students	8 students
	STRIVE (Behavioral Intervention)	8 students	8 students
	Intensive Social Instruction	9 students	9 students
<b>Middle School</b> *See exceptions	Resource Room	33 students	13 students
	Extended Resource	12 students	12 students
	Comprehensive Instruction	8 students	8 students
	Alternative Instruction	8 students	8 students
	STRIVE (Behavioral Intervention)	8 students	8 students
	Social Connections	20 students	10 students
<b>High School and Transition Programs (18-21)</b> *See exceptions	Resource Room	33 students	13 students
	Extended Resource	12 students	12 students
	Behavioral Intervention	10 students	10 students
	Comprehensive Instruction-Transition Room	8 students	8 students
	Alternative Instruction – Transition Room	8 students	8 students
	School-to-Life Workplace Program	15 students	15 students
	School-to-Life Community Access Program	15 students	15 students

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

## **EXCEPTIONS**

### **Overload**

Every effort will be made to maintain the caseload/class load limits above. When a caseload and/or class load exceeds the above limit, the teacher will be compensated \$300.00 per month regardless of the total number of days in which the teacher is in overload. Maximum overload is one student.

The District will maintain the above class sizes. In the event, class size exceeds defined limits and the teacher is in agreement, the employee will receive additional compensation.

#### Elementary Class Size Overload

- A stipend of \$900 per student will be provided each semester to classroom teachers who agree to an overload when the class size exceeds the class size limits.

#### Secondary Class Overload

- Overload stipends are paid per student, per class, each semester.
- A stipend of \$300 per student will be provided each semester to classroom teachers who agree to an overload when the class size exceeds the class size limits.
- When a PE teacher agrees to an overload, the teacher will be issued a stipend of \$300 for up to four students per semester and a \$600 stipend for overloads of 5-8 students.

A stipend will be provided each semester to classroom teachers when the class size/student count exceeds the class size/count goal, the stipend will be prorated based on the student's time of enrollment during that semester.

Throughout the year, as specific class size issues arise, the parties will meet to discuss the issues and potential resolutions.

Within general education classes, every effort will be made to balance out classes, beyond just class size numbers, to promote an even distribution across sections. If an employee experiences an excessive workload due to the combination or unique needs of students, the employee may request a meeting with an administrator (and CVEA representative if requested by the employee) to discuss potential solutions to provide workload relief.

### **Secondary Exceptions**

Secondary Resource and Extended Resource teachers will teach no more than one subject per class period excluding testing and/or smaller independent place for students to work out of the content area.

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

Every effort will be made for teachers to have access to 504 and IEP identification of students on class rosters no later than the 1st day of class(es).

There will be a best-faith effort to limit the number of resource room students in secondary general education classrooms to half of the resource room limits (per class.)

## **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.

If referenced on an IEP and/or 504, SLP's, PT's and OT's can claim the following compensation for 504 and/or consult-only students in June of each school year:

Yearly average of:

- 5 or less (greater than zero) 504 and/or Consult only - \$150.00 per year
- 6-10 504 and/or Consult only - \$200 per year
- 11-15 504 and/or Consult only - \$250.00 per year
- 16+ 504 and/or Consult only - \$300.00 per year

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

- SLP Caseload:
  - 1-2 schools: 45 IEP students
  - 3 schools: 40 IEP students
  - 4 schools: 35 IEP students
  - 5+ schools: 30 IEP students
- PT/OT Caseload:
  - 1-2 schools: 38 IEP students
  - 3-4 schools: 36 IEP students
  - 5+ schools: 34 IEP students
- 1 Psychologist for every 1250 students
  - If psychologist exceeds 12 special education evaluations per month; a \$50.00 stipend will be paid for each evaluation over 12 done per month.
  - If at any time in the school year, a school psychologist exceeds a caseload of 160 special education students, they will be compensated at a onetime amount at the following rates of \$600 for 161 to 184 special education students or \$800 for 185 or more special education students
- 1 Nurse for every 1700 students. Nurses will be assigned to no more than two (2) sites. Of these sites, every effort will be made to assign Nurses to no more than one (1) medically fragile site. In the event a nurse is assigned to cover at a non-assigned building, they shall be compensated \$50.

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. This process of evaluation and input will be repeated at semester.

## **Section J – Collaboration Time within the Contracted Day**

The purpose of staff collaboration time is for the improvement of student learning and achievement.

Collaboration time is:

1. Aligned with classroom, school, district, and state goals.
2. Developed by Teachers and Administrators working with building leadership teams.
3. An opportunity for certified staff to work on shared goals in groups arranged by grade level, department or

other configurations to meet the needs of the building.

4. Focused on district, building and/or community needs and interests.

Staff Collaboration time is scheduled during the one-hour late start on Thursdays per district adopted calendar. Preschool collaboration time of one hour is scheduled on Fridays.

One Thursday of each month will be used for District-led staff development/in-service

## **Section K – Special Education – Extra Time**

All Special Education teachers, OT's, SLP's and PT's will be compensated at \$45.00 per caseload according to the maximum caseload limits per year. In the case of transient students increasing the over-all number of IEP's written, members will be compensated up to five over caseload. This will be paid as a stipend in June of each school year. At the Pre-school level, any IEP's written for incoming 3-year-olds will be paid \$45.00 per IEP written. *These IEPs are not reflected in caseload.*

### **WAAS Portfolio/ Alternative State Assessments**

Teachers preparing **WAAS Portfolios/ Alternative State Assessments** will be provided access to compensation upon request from their regional special education director, based on the number of portfolios they are responsible for compiling. The compensation is as follows:

- Teachers compiling 1-2 portfolios will be given one day at the per diem rate of pay.
- Teachers compiling 3-4 portfolios will be given two days at the per diem rate of pay.
- Teachers compiling 5+ portfolios will be given three days at the per diem rate of pay.

Payment will be made at the end of June each year.

Special education teachers and SLPs, OTs, PTs may access this through their level director. Directors 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 L – Sections for K–5 Music, Library and Health and Fitness Teachers**

The maximum number of sections for specialist will be as follows:

- 42 sections for Health and Fitness and Music teachers assigned to one building.
- 40 sections for Library teachers and specialists split between two buildings that do not require travel during the day. Teacher librarians with 38 or more sections may request up to two (2) sub days to be used for the purpose of administrative management.
- If the specialist travels during the school day, the 40 sections will be reduced by one additional section (30 minutes) per day of travel.

### **Overload**

- Every effort will be made to maintain the section limits as outlined above
- If a specialist exceeds the above limit, the teacher will be issued a stipend of \$2500.00 per class (two sections). This stipend is based upon a 180-day year. Therefore, anything less than 180 days will be prorated.
- When a K-5 specialist exceeds class size limits, or is in overload, they will be compensated \$50.00 per student, per month, for as long as they are over the class size limit as outlined in Article VI, Section I.
- Any non-scheduled time beyond 180 Minutes of prep time per week can be assigned for building needs.

The schedule will be provided after considering input from the above-mentioned specialists groups by the end of each school year.

## **Section M – 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 **Prep Time Coverage and/or Loss of Prep Time** rate of pay (See Section D).

When a counselor, interventionist or elementary specialist is asked to cover a teacher's classroom due to sub shortages, they will be compensated with a daily flat rate of \$50.00 per day.

## **Section N – 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 \$45 for a maximum of two hours.

## **Section O – District Assessment Testing for all K-5**

In grades K-3 the district will provide three (3) days of sub-time to be used between the fall, winter and spring assessments as the teacher sees fit for district-required assessments.

In grades 4-5, the district will provide access to two (2) days of sub-time to be used as a follow-up to the district-required assessments. Fourth and Fifth Grade Teachers will communicate their assessment plan to their building administrator prior to accessing these days. Because these follow-up assessments are elective, the teacher would not qualify for extra compensation as outlined in Article VI, Section A if their substitute is canceled.

\*Not to be accessed on Mondays or Fridays or Tuesdays following an observed holiday.

## **Section P – National Board Certification**

The District will create a \$12,500 pool to be distributed for the purpose of pursuing, or renewing, National Board Certification. There will be a cap of \$850.00 per person. Applications will be made available during the month of April.

There will be up to an additional \$5,000.00 available when there are more than 15 National Board candidates in any one year.

## **Section Q – New Student Process**

When a new student is registered after the start of the school year, that student will begin class(es) no sooner than one (1) full school day after registering in order to allow the teacher(s) to be informed of the new student and to prepare materials, facility and lesson plans that will include the student. Principals and/or Secretaries shall make a reasonable attempt to personally inform the teacher and follow these guidelines. One exception will be if a student is experiencing homelessness, then they should be immediately enrolled pursuant to the McKinney-Vento Act, and will not have to wait a full school day to start school.

## **Section R – SLP Licensure**

Central Valley School District SLP's can claim full reimbursement for the cost associated with the State Health Department Licensure and ASHA certification which are required for Medicaid billing.

## **Section S – SLP, OT/PT/Psychologist Professional Development**

\$3000.00 will be set aside annually for each group to access professional development through a mini-grant process.

## **Section T – Administrative Initiated Moves**

If an employee moves classrooms/schools as requested by administration s/he will be granted one (1) preparation day and one (1) per diem day of pay to move and prepare for the new classroom. The preparation day may be used to hire a substitute or the employee may request a day of pay at the sub rate. This provision does not apply to certificated staff that request transfer or a move themselves.



# 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 – Evaluation Process

Revised 2015

### SECTION 1 - INTRODUCTION

The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity. Within the selected instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

The parties agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110 "(1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity."

Additionally, the parties agree that the evaluation process is one which will be implemented as described in WAC 392-191A-020 "The purpose of this chapter is to establish the minimum criteria, minimum procedural standards, summative methodology and summative descriptors to be adopted in accordance with chapter 41.59 RCW by school districts for the evaluation of the professional performance capabilities and development of certificated classroom teachers, principals, Associate principals, and certificated support personnel.

### SECTION 2 - DEFINITIONS

Criteria shall mean one of the eight (8) state defined categories for classroom teachers or five (5) state defined categories for certificated support personnel to be scored.

Component shall mean the sub-section of each criterion.

Evaluator shall be defined as per RCW 28A.405.130

1. No administrator, principal, or other supervisory personnel may evaluate a teacher without having received training in evaluation procedures.
2. Before evaluating classroom teachers using the evaluation systems required under RCW 28A.405.100, principals and administrators must engage in professional development designed to implement the revised systems and maximize rater agreement.

Artifacts shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system unless it is an artifact that a teacher was given for a certain curriculum, lesson plan, or other resource in order to help the teacher to improve. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

Evidence shall mean observed practice, products or results of a certificated classroom teacher or certificated principal's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system.

Not Satisfactory shall mean:

- Level 1: Unsatisfactory – Receiving a summative score of 1 is considered unsatisfactory performance for all teachers.
- Level 2: Basic – If the classroom teacher is on a continuing contract employee under RCW 28A.405.210 with more than five years of teaching experience and if the level 2 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.

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

### **SECTION 3 - STATE CRITERIA, FRAMEWORK, AND SCORING**

#### **A. The state evaluation criteria are:**

1. Centering instruction on high expectations for student achievement,
2. Demonstrating effective teaching practices,
3. Recognizing individual student learning needs and developing strategies to address those needs,
4. Providing clear and intentional focus on subject matter content and curriculum,
5. Fostering and managing a safe, positive learning environment,
6. Using multiple data elements to modify instruction and improve student learning,
7. Communicating and collaborating with parents and the school community, and
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

#### **B. Instructional Framework**

1. The parties have agreed to the adopted evidence-based instructional framework developed by CEL 5D+ and approved by OSPI. The instructional framework is included in Appendix 8. Nothing in the instructional framework will be binding on either party if it is contrary to the terms and conditions described in this agreement.
2. Upon mutual agreement the parties may select a different OSPI approved instructional framework.

#### **C. Criterion Performance Scoring**

1. Criterion scores, including instructional and student growth rubrics must be determined by an analysis of the evidence. General rules for utilizing a scoring matrix are as follows:
2. Gather formative evidence from observed practice, e.g., coded script, answers to wonderings, trends, student work, notes from formative conversations with teachers, and teacher's self-assessment.
3. Make a determination of each indicator based upon the preponderance of evidence and its probable truth/accuracy, not the amount of the evidence.
4. Enter the score for each indicator in the matrix
5. If the criterion score is not clear, use guiding questions to reflect on the evidence in order to determine an informed professional judgment about what the criterion level score should be.

#### **D. Summative Performance**

1. Criterion scores, including instructional and student growth rubrics, must be determined by an analysis of evidence.
2. An overall summative score shall be derived by a calculation of all criterion scores and determining the final

four-level rating based on the superintendent of public instruction's determined summative evaluation scoring band.

3. Upon completion of the overall summative scoring process, the evaluator will combine only the student growth rubric scores to assess the certificated classroom teacher's student growth impact rating.
4. The student growth impact rating will be determined by the superintendent of public instruction's student impact rating scoring band.
5. A student growth score of "1" in any of the rubric rows will result in an overall low student growth impact rating.
6. Evaluators must analyze the student growth score in light of the overall summative score and determine outcomes."

#### **SECTION 4 - APPLICABILITY & TRANSITION PLAN**

This evaluation system only applies to classroom teachers, specifically those staff with an assigned group of students who provide academically focused instruction and grades for students.

The term "classroom teacher" does not include ESAs, Counselors, librarians that do not have regular assigned classes, TOSAs, Instructional Coaches, Curriculum Specialists, and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students. Those bargaining unit members who do not meet this definition will be evaluated according to Section C below.

#### **SECTION 5 - PROFESSIONAL DEVELOPMENT**

Prior to being evaluated under article VII, the District shall provide professional development relevant to the framework and evaluation process. Each teacher shall be offered professional development to comprehend the framework and understand the evaluation process. Such professional development shall be provided through Principals and/or Associate Principals meeting with new teachers and teachers new to the evaluation model and completing the training individually or in small groups.

All teachers new to the instructional framework will have the opportunity to attend afterschool clock hour classes and online courses to address the following:

- Instructional Framework
- Evaluation cycle
- Goal setting

All teachers will have an opportunity to access instructional framework tools and related articles located on the district TPEP website.

Individual consultation will be available upon request.

#### **SECTION 6 - PROCEDURAL COMPONENTS OF EVALUATION**

##### **A. Notification**

The teacher will be notified within two weeks from the start of the school year of the evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

##### **B. Teacher Self-Assessment**

1. Prior to the Pre-Observation Conference, the member will complete a Self-Assessment form.
2. Teacher self-assessments will not be used as evidence in the final evaluation.
3. Student Growth Goal Setting:
  - a. The teacher on a comprehensive evaluation, in collaboration with their administrator, shall determine student growth goals for Components SG-3.1, 3.2 SG-6.1, 6.2 and SG-8.1 on a Goal Setting form. Teachers on the focused evaluation will, in collaboration with their evaluator, select one (1) of the eight (8) criteria to be assessed. If criterion 3, 6, or 8 is selected, evaluators will use the accompanying student growth rubrics. If criterion 1,2,4,5 or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics.

- b. The evaluator and teacher will agree upon and collect artifacts and evidence necessary to complete the evaluation.
- c. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. A teacher may, be asked to submit artifacts and evidence for completion of the evaluation. Evidence is defined by WAC 392.191A-030.

#### Informal and Formal Observations

1. Principals may conduct informal observations which are documented observations/reviews of materials that do not require a pre-scheduled classroom visit. Additional informal observations may be necessary to collect additional evidence.
2. An evaluator may conduct any number of formal or informal observations.
  - All classroom teachers must be observed at least twice each school year for a total observation time of no less than sixty minutes during the school year.
  - All new employees must be observed at least once for a total of thirty minutes during the first ninety calendar days of employment.
  - All third-year provisional employees must be observed three times for a total observation time of not less than ninety minutes during the school year.
3. A teacher may request one formal observation that includes a prescheduled observation.
4. Observations do not have to be in the classroom. Department or collegial meetings as well as other observable items may be used for elements not related to classroom instruction.
5. Documentation shall be prompt and then provided to the teacher within five (5) days of completion. If there is an area of concern based upon any such informal observation, the written documentation of the observation must be provided to the teacher in order for that evidence to be used in the evaluation process.
6. Any time after an observation a teacher may request a post- observation conference to discuss the observation.

#### C. Record-Keeping

The District shall adhere to the following:

1. A copy of the final summative evaluation, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.
2. Teachers shall have access to their PIVOT account in subsequent years.
3. Evaluators shall notify the teacher of any additional evidence submitted to PIVOT within forty-eight (48) hours.

### SECTION 7 - COMPREHENSIVE EVALUATION

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

#### A. Pre-Observation Conference:

The pre-observation conference shall be held for the purpose of setting instructional goal strategies. The purpose of the pre-observation conference shall be but not limited to discussing the employee's goals, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

#### B. Comprehensive Evaluations:

1. A Formal observation for provisional employees shall be conducted within the first ninety (90) days of the school year. The teacher may request additional observations. The total annual observation time cannot be less than sixty (60) minutes (not less than 90 minutes for 3rd year provisional teachers) Principals may meet with teachers after each classroom visit to discuss · performance aligned with the CEL5D+ tool.
2. Observations may be conducted as multiple classroom visitations for a total of 60 minutes or 90 minutes for

3rd year provisional teachers.

3. The evaluator will document all formal observations and provide copies to the employee within five (5) days of completion.
4. The final observation conference shall occur prior to June 1st.

#### **C. Post-Observation Conference**

1. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria, and to discuss the teacher's performance.
2. The post observation conference may be held in a location that provides easy access to the teachers' files.
3. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing.

#### **D. Final Summative Evaluation Conference**

1. No later than June 1st the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
2. The teacher has the right to provide additional evidence for each criterion to be scored.
3. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted
4. The teacher will sign two (2) copies of the Final Summative Evaluation Report. Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.
5. Teachers shall have the right to attach additional comments or a rebuttal to the Final Summative Evaluation.

### **SECTION 8 - FOCUSED EVALUATION**

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

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

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur by December 15<sup>th</sup>.

- A. The criterion area to be evaluated shall be proposed by the teacher in collaboration with their supervisor.
- B. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
- C. If the criterion selected for a focused evaluation has been determined to be non-observable, a classroom-based observation will not be required. In this instance, the evaluator will still engage in observational practice for not less than 60 minutes. This can be done during collaborative time, during conversations, student conferences, discussions about artifacts, etc. Though it might not be observable in a classroom, evidence still needs to be gathered on the criterion.
- D. Observations and conferences for the focused evaluation shall follow the guidelines set forth in Section 6 - Procedural Components of Evaluation, and Section 7 - Comprehensive Evaluation Process, above.
- E. A summative score is assigned using the summative score from the most recent comprehensive evaluation.
- F. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

## **SECTION 9 - SUPPORT FOR BASIC AND UNSATISFACTORY EMPLOYEES**

- A. When a teacher is judged below 3 - Proficient, additional support shall be granted to the employee to support their professional development:
  - a. Staff Development
  - b. Lead teacher trained in CITW
  - c. Clock Hour classes
- B. In the case a teacher falls below proficient, refer to the RCW 28A.405.220.

## **SECTION 10 - PROBATION**

At any time after October 15, a continuing classroom teacher whose work is judged not satisfactory based on the scoring criteria shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement. The probation process is not applicable to any provisional employee.

- A. A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is 1- Unsatisfactory. A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is 2 - Basic for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
- B. Teachers may only be placed on probation from the Comprehensive evaluation system described above.
- C. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.
- D. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
  - 1. The evaluation report prepared pursuant to the provisions of Section 6 above, and,
  - 2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- E. If the Superintendent concurs with the administrator's judgment that the performance of the employee merits probation, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15th is 1- Unsatisfactory. Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:
  - 1. Specific areas of performance deficiencies identified from the instructional framework;
  - 2. A suggested specific and reasonable program for improvement;
  - 3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.
- F. A plan of improvement will be developed and will include the specific evaluative criteria which must be met according to the law.
- G. Evaluation during the Probationary Period
  - 1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
  - 2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
  - 3. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 6 above shall apply to the documentation of observation reports during the probationary period.

4. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
- H. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by mutual agreement of the district and association.
  - I. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.
  - J. Evaluator's Post-Probation Report  
Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary teacher has improved and which shall set forth one (1) of the following recommendations for further action:
    1. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
    2. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
    3. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher or discharge them.
  - K. Action by the Superintendent  
Following a review of the any report submitted pursuant to paragraph GJ above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.
  - L. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
  - M. A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended or may be recommended for non-renewal.
  - N. Records of probation and supporting documentation for an unsatisfactory evaluation will be maintained in the teacher's file for three (3) years and will at the request of the employee, if no further unsatisfactory analysis is made in the interim, be removed and destroyed.

## **SECTION 11 - DISCHARGE**

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1- Unsatisfactory for two (2) consecutive years, the District shall implement the teacher notification of discharge as provided in RCW.28A.405.210

## **Section C – Types of Evaluations – Where TPEP Does Not Apply**

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 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.

### **Long Form Evaluation Process**

Formal evaluations must be completed by the principal, Associate 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, Associate 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.
  - a. 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.
  - b. 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.
  - c. 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.

## **Section D– Observation Procedures for Non-TPEP Employees**

### **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 may be held within five (5) school days after prompt documentation of the observation. Any follow-up conference after a formal 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.
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 E – Probation– Observation Procedures for Non-TPEP Employees**

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 non-provisional 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, the 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 or discharge.

# APPENDIX A – Salary Schedule

2023-24

Years of Service		BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 or Ph.D.
0	Base Salary	48,566.00	48,879.00	50,212.00	51,546.00	54,735.00	57,062.00	61,346.00	64,107.00
	1% Attract and Retain Stipend	486.00	489.00	502.00	515.00	547.00	571.00	613.00	641.00
	2 Days of Training	539.62	543.10	557.91	572.73	608.17	634.02	681.62	712.30
	*** Two Learning Improvement Days	539.62	543.10	557.91	572.73	608.17	634.02	681.62	712.30
	One Orientation Day	269.81	271.55	278.96	286.37	304.08	317.01	340.81	356.15
	One Classroom/Workspace Set-up	269.81	271.55	278.96	286.37	304.08	317.01	340.81	356.15
	<b>Total Available Compensation</b>	<b>50,670.86</b>	<b>50,997.30</b>	<b>52,387.74</b>	<b>53,779.20</b>	<b>57,106.50</b>	<b>59,535.06</b>	<b>64,003.86</b>	<b>66,884.90</b>
1	Base Salary	50,194.00	50,518.00	51,894.00	53,274.00	56,569.00	58,974.00	63,401.00	66,237.00
	1% Attract and Retain Stipend	502.00	505.00	519.00	533.00	566.00	590.00	634.00	662.00
	*2 Days of Training	557.71	561.31	576.60	591.93	628.54	655.27	704.46	735.97
	*** Two Learning Improvement Days	557.71	561.31	576.60	591.93	628.54	655.27	704.46	735.97
	Orientation Day	278.86	280.66	288.30	295.97	314.27	327.63	352.23	367.98
	One Classroom/Workspace Set-up	278.86	280.66	288.30	295.97	314.27	327.63	352.23	367.98
	<b>Total Available Compensation</b>	<b>52,369.14</b>	<b>52,706.94</b>	<b>54,142.80</b>	<b>55,582.80</b>	<b>59,020.62</b>	<b>61,529.80</b>	<b>66,148.38</b>	<b>69,106.90</b>
2	Base Salary	51,876.00	52,213.00	53,634.00	55,060.00	58,463.00	60,951.00	65,526.00	68,436.00
	1% Attract and Retain Stipend	519.00	522.00	536.00	551.00	585.00	610.00	655.00	684.00
	*2 Days of Training	576.40	580.14	595.93	611.78	649.59	677.23	728.07	760.40
	*** Two Learning Improvement Days	576.40	580.14	595.93	611.78	649.59	677.23	728.07	760.40
	Orientation Day	288.20	290.07	297.97	305.89	324.79	338.62	364.03	380.20
	One Classroom/Workspace Set-up	288.20	290.07	297.97	305.89	324.79	338.62	364.03	380.20
	<b>Total Available Compensation</b>	<b>54,124.20</b>	<b>54,475.42</b>	<b>55,957.80</b>	<b>57,446.34</b>	<b>60,996.76</b>	<b>63,592.70</b>	<b>68,365.20</b>	<b>71,401.20</b>
3	Base Salary	53,614.00	53,962.00	55,431.00	56,905.00	60,423.00	62,995.00	67,722.00	70,711.00
	1% Attract and Retain Stipend	536.00	540.00	554.00	569.00	604.00	630.00	677.00	707.00
	*2 Days of Training	595.71	599.58	615.90	632.28	671.37	699.94	752.47	785.68
	*** Two Learning Improvement Days	595.71	599.58	615.90	632.28	671.37	699.94	752.47	785.68
	Orientation Day	297.86	299.79	307.95	316.14	335.68	349.97	376.23	392.84
	One Classroom/Workspace Set-up	297.86	299.79	307.95	316.14	335.68	349.97	376.23	392.84
	<b>Total Available Compensation</b>	<b>55,937.14</b>	<b>56,300.74</b>	<b>57,832.70</b>	<b>59,370.84</b>	<b>63,041.10</b>	<b>65,724.82</b>	<b>70,656.40</b>	<b>73,775.04</b>
4	Base Salary	55,411.00	55,770.00	57,289.00	58,813.00	62,447.00	65,105.00	69,993.00	73,059.00
	1% Attract and Retain Stipend	554.00	558.00	573.00	588.00	624.00	651.00	700.00	731.00

***	Two Learning Improvement Days	615.68	619.67	636.54	653.48	693.86	723.39	777.70	811.77
	Orientation Day	307.84	309.83	318.27	326.74	346.93	361.69	388.85	405.88
	One Classroom/Workspace Set-up	307.84	309.83	318.27	326.74	346.93	361.69	388.85	405.88
	<b>Total Available Compensation</b>	<b>57,196.36</b>	<b>57,567.33</b>	<b>59,135.08</b>	<b>60,707.96</b>	<b>64,458.72</b>	<b>67,202.77</b>	<b>72,248.40</b>	<b>75,413.53</b>
<b>5</b>	Base Salary	57,268.00	57,639.00	59,211.00	60,783.00	64,541.00	67,286.00	72,337.00	75,486.00
	1% Attract and Retain Stipend	573.00	576.00	592.00	608.00	645.00	673.00	723.00	755.00
***	Two Learning Improvement Days	636.31	640.43	657.90	675.37	717.12	747.62	803.74	838.73
	Orientation Day	318.16	320.22	328.95	337.68	358.56	373.81	401.87	419.37
	One Classroom/Workspace Set-up	318.16	320.22	328.95	337.68	358.56	373.81	401.87	419.37
	<b>Total Available Compensation</b>	<b>59,113.63</b>	<b>59,495.87</b>	<b>61,118.80</b>	<b>62,741.73</b>	<b>66,620.24</b>	<b>69,454.24</b>	<b>74,667.48</b>	<b>77,918.47</b>
<b>6</b>	Base Salary	59,188.00	59,572.00	61,192.00	62,819.00	66,704.00	69,542.00	74,760.00	77,993.00
	1% Attract and Retain Stipend	592.00	596.00	612.00	628.00	667.00	695.00	748.00	780.00
***	Two Learning Improvement Days	657.64	661.91	679.91	697.99	741.16	772.69	830.67	866.59
	Orientation Day	328.82	330.96	339.96	348.99	370.58	386.34	415.33	433.29
	One Classroom/Workspace Set-up	328.82	330.96	339.96	348.99	370.58	386.34	415.33	433.29
	<b>Total Available Compensation</b>	<b>61,095.28</b>	<b>61,491.83</b>	<b>63,163.83</b>	<b>64,842.97</b>	<b>68,853.32</b>	<b>71,782.37</b>	<b>77,169.33</b>	<b>80,506.17</b>
<b>7</b>	Base Salary	61,172.00	61,567.00	63,242.00	64,927.00	68,941.00	71,871.00	77,266.00	80,583.00
	1% Attract and Retain Stipend	612.00	616.00	632.00	649.00	689.00	719.00	773.00	806.00
***	Two Learning Improvement Days	679.69	684.08	702.69	721.41	766.01	798.57	858.51	895.37
	Orientation Day	339.84	342.04	351.34	360.71	383.01	399.28	429.26	447.68
	One Classroom/Workspace Set-up	339.84	342.04	351.34	360.71	383.01	399.28	429.26	447.68
	<b>Total Available Compensation</b>	<b>63,143.37</b>	<b>63,551.16</b>	<b>65,279.37</b>	<b>67,018.83</b>	<b>71,162.03</b>	<b>74,187.13</b>	<b>79,756.03</b>	<b>83,179.73</b>
<b>8</b>	Base Salary	63,222.00	63,631.00	65,364.00	67,101.00	71,250.00	74,279.00	79,856.00	83,261.00
	1% Attract and Retain Stipend	632.00	636.00	654.00	671.00	713.00	743.00	799.00	833.00
***	Two Learning Improvement Days	702.47	707.01	726.27	745.57	791.67	825.32	887.29	925.12
	Orientation Day	351.23	353.51	363.13	372.78	395.83	412.66	443.64	462.56
	One Classroom/Workspace Set-up	351.23	353.51	363.13	372.78	395.83	412.66	443.64	462.56
	<b>Total Available Compensation</b>	<b>65,258.93</b>	<b>65,681.03</b>	<b>67,470.53</b>	<b>69,263.13</b>	<b>73,546.33</b>	<b>76,672.64</b>	<b>82,429.57</b>	<b>85,944.24</b>
<b>9</b>	Base Salary		65,762.00	67,554.00	69,350.00	73,637.00	76,770.00	82,532.00	86,027.00
	1% Attract and Retain Stipend		658.00	676.00	694.00	736.00	768.00	825.00	860.00
***	Two Learning Improvement Days		730.69	750.60	770.56	818.19	853.00	917.02	955.86
	Orientation Day		365.34	375.30	385.28	409.09	426.50	458.51	477.93
	One Classroom/Workspace Set-up		365.34	375.30	385.28	409.09	426.50	458.51	477.93
	<b>Total Available Compensation</b>		<b>67,881.37</b>	<b>69,731.20</b>	<b>71,585.12</b>	<b>76,009.37</b>	<b>79,244.00</b>	<b>85,191.04</b>	<b>88,798.72</b>

<b>10</b>	Base Salary			69,819.00	71,674.00	76,105.00	79,342.00	85,299.00	88,883.00
	1% Attract and Retain Stipend			698.00	717.00	761.00	793.00	853.00	889.00
***	Two Learning Improvement Days			775.77	796.38	845.61	881.58	947.77	987.59
	Orientation Day			387.88	398.19	422.81	440.79	473.88	493.79
	One Classroom/Workspace Set-up			387.88	398.19	422.81	440.79	473.88	493.79
	<b>Total Available Compensation</b>			<b>72,068.53</b>	<b>73,983.76</b>	<b>78,557.23</b>	<b>81,898.16</b>	<b>88,047.53</b>	<b>91,747.17</b>
<b>11</b>	Base Salary				74,076.00	78,656.00	82,002.00	88,157.00	91,837.00
	1% Attract and Retain Stipend				741.00	787.00	820.00	882.00	918.00
***	Two Learning Improvement Days				823.07	873.96	911.13	979.52	1,020.41
	Orientation Day				411.53	436.98	455.57	489.76	510.21
	One Classroom/Workspace Set-up				411.53	436.98	455.57	489.76	510.21
	<b>Total Available Compensation</b>				<b>76,463.13</b>	<b>81,190.92</b>	<b>84,644.27</b>	<b>90,998.04</b>	<b>94,795.83</b>
<b>12</b>	Base Salary				76,561.00	81,293.00	84,750.00	91,112.00	94,888.00
	1% Attract and Retain Stipend				766.00	813.00	848.00	911.00	949.00
***	Two Learning Improvement Days				850.68	903.26	941.67	1,012.36	1,054.31
	Orientation Day				425.34	451.63	470.83	506.18	527.16
	One Classroom/Workspace Set-up				425.34	451.63	470.83	506.18	527.16
	<b>Total Available Compensation</b>				<b>79,028.36</b>	<b>83,912.52</b>	<b>87,481.33</b>	<b>94,047.72</b>	<b>97,945.63</b>
<b>13</b>	Base Salary					84,018.00	87,589.00	94,166.00	98,040.00
	1% Attract and Retain Stipend					840.00	876.00	942.00	980.00
***	Two Learning Improvement Days					933.53	973.21	1,046.29	1,089.33
	Orientation Day					466.77	486.61	523.14	544.67
	One Classroom/Workspace Set-up					466.77	486.61	523.14	544.67
	<b>Total Available Compensation</b>					<b>86,725.07</b>	<b>90,411.43</b>	<b>97,200.57</b>	<b>101,198.67</b>
<b>14</b>	Base Salary					86,833.00	90,527.00	97,321.00	101,296.00
	1% Attract and Retain Stipend					868.00	905.00	973.00	1,013.00
***	Two Learning Improvement Days					964.81	1,005.86	1,081.34	1,125.51
	Orientation Day					482.41	502.93	540.67	562.76
	One Classroom/Workspace Set-up					482.41	502.93	540.67	562.76
	<b>Total Available Compensation</b>					<b>89,630.63</b>	<b>93,443.72</b>	<b>100,456.68</b>	<b>104,560.03</b>
<b>15</b>	Base Salary					89,744.00	93,559.00	100,584.00	104,661.00
	1% Attract and Retain Stipend					897.00	936.00	1,006.00	1,047.00
***	Two Learning Improvement Days					997.16	1,039.54	1,117.60	1,162.90
	Orientation Day					498.58	519.77	558.80	581.45

	One Classroom/Workspace Set-up					498.58	519.77	558.80	581.45
	<b>Total Available Compensation</b>					<b>92,635.32</b>	<b>96,574.08</b>	<b>103,825.20</b>	<b>108,033.80</b>
<b>16</b>	Base Salary					92,751.00	96,695.00	103,955.00	108,138.00
	1.4% Attract and Retain Stipend					1,299.00	1,354.00	1,455.00	1,514.00
<b>***</b>	Two Learning Improvement Days					1,030.57	1,074.39	1,155.06	1,201.53
	Orientation Day					515.28	537.19	577.53	600.77
	One Classroom/Workspace Set-up					515.28	537.19	577.53	600.77
	<b>Total Available Compensation</b>					<b>96,111.13</b>	<b>100,197.77</b>	<b>107,720.12</b>	<b>112,055.07</b>
<b>17 -&lt;20</b>	Base Salary					92,751.00	96,695.00	103,955.00	108,138.00
	2.4% Attract and Retain Stipend					2,226.51	2,320.95	2,494.55	2,595.38
<b>***</b>	Two Learning Improvement Days					1,030.57	1,074.39	1,155.06	1,201.53
	Orientation Day					515.28	537.19	577.53	600.77
	One Classroom/Workspace Set-up					515.28	537.19	577.53	600.77
	<b>Total Available Compensation</b>					<b>97,038.64</b>	<b>101,164.72</b>	<b>108,759.67</b>	<b>113,136.45</b>
<b>20 -&lt;25</b>	Base Salary					92,751.00	96,695.00	103,955.00	108,138.00
	2.65% Attract and Retain Stipend					2,458.39	2,562.69	2,754.44	2,865.73
<b>***</b>	Two Learning Improvement Days					1,030.57	1,074.39	1,155.06	1,201.53
	Orientation Day					515.28	537.19	577.53	600.77
	One Classroom/Workspace Set-up					515.28	537.19	577.53	600.77
	<b>Total Available Compensation</b>					<b>97,270.52</b>	<b>101,406.46</b>	<b>109,019.56</b>	<b>113,406.80</b>
<b>25 +</b>	Base Salary					92,751.00	96,695.00	103,955.00	108,138.00
	2.9% Attract and Retain Stipend					2,690.27	2,804.43	3,014.33	3,136.07
<b>***</b>	Two Learning Improvement Days					1,030.57	1,074.39	1,155.06	1,201.53
	Orientation Day					515.28	537.19	577.53	600.77
	One Classroom/Workspace Set-up					515.28	537.19	577.53	600.77
	<b>Total Available Compensation</b>					<b>97,502.40</b>	<b>101,648.20</b>	<b>109,279.45</b>	<b>113,677.14</b>

<b>***</b>	2 Days of Training are beyond the 180-Day Contract and for Years of Service 0, 1, 2 and 3
	LID and Orientation are beyond the 180-Day Contract offered through Supplemental Contracts
Not reflected above is an additional monthly contribution of \$100.00 to an employee's VEBA account and \$350.00 yearly contribution for supplies and tuition (\$400 beginning 2024 school year).	

# 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.

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

### Included Supplemental Stipends

\*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. If the supervisor assigned is unable to fulfill their duty for the assigned event, and coverage cannot be worked out between the AD and administration, then a designee will be appointed and will be paid the extended day class contract hourly rate. (.2 FTE for Middle School Ad's is from the district staffing allocation per middle school.)

Elementary							
Position	% of Base	0-Years	1-Years	2-Years	3-Years	4-Years	8-Years
	<b>\$43,881</b>	80%	85%	90%	95%	100%	105%
Elementary Music - 5+ performances	7.00%	\$2,457	\$2,611	\$2,765	\$2,918	\$3,072	\$3,225
Elementary Music - 4 performances	5.00%	\$1,755	\$1,865	\$1,975	\$2,084	\$2,194	\$2,304
Elementary Strings Coordination	8.00%	\$2,808	\$2,984	\$3,159	\$3,335	\$3,510	\$3,686
Elementary Strings Performance	5.00%	\$1,755	\$1,865	\$1,975	\$2,084	\$2,194	\$2,304
SMART Coordinator	5.00%	\$1,755	\$1,865	\$1,975	\$2,084	\$2,194	\$2,304
<i>Summit Expeditionary Learning Day: \$150 per day.</i>							

Middle School							
Position	% of Base	0-Years	1-Years	2-Years	3-Years	4-Years	8-Years
Base	<b>\$43,881</b>	80%	85%	90%	95%	100%	105%
Activities Coordinator*	6.00%	\$2,106	\$2,238	\$2,370	\$2,501	\$2,633	\$2,765
ASB Advisor	6.00%	\$2,106	\$2,238	\$2,370	\$2,501	\$2,633	\$2,765
Athletic Director*	18.00%	\$6,319	\$6,714	\$7,109	\$7,504	\$7,899	\$8,294
CTSO Advisor	7.00%	\$2,457	\$2,611	\$2,765	\$2,918	\$3,072	\$3,225
Music: Band	7.00%	\$2,457	\$2,611	\$2,765	\$2,918	\$3,072	\$3,225
Music: Jazz	8.00%	\$2,808	\$2,984	\$3,159	\$3,335	\$3,510	\$3,686
Music: Orchestra	7.00%	\$2,457	\$2,611	\$2,765	\$2,918	\$3,072	\$3,225
Music: Vocal	7.00%	\$2,457	\$2,611	\$2,765	\$2,918	\$3,072	\$3,225
Yearbook Advisor	7.00%	\$2,457	\$2,611	\$2,765	\$2,918	\$3,072	\$3,225
<i>Summit Expeditionary Learning Day: \$150 per day.</i>							
<i>*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.</i>							

<b>High School</b>							
<b>Position</b>	<b>% of Base</b>	<b>0-Years</b>	<b>1-Years</b>	<b>2-Years</b>	<b>3-Years</b>	<b>4-Years</b>	<b>8-Years</b>
<b>Base</b>	<b>\$43,881</b>	80%	85%	90%	95%	100%	105%
<b>Annual Advisor</b>	11.00%	\$3,862	\$4,103	\$4,344	\$4,586	\$4,827	\$5,068
<b>ASB Coordinator</b>	19.00%	\$6,670	\$7,087	\$7,504	\$7,921	\$8,337	\$8,754
<b>Class Advisor</b>	4.00%	\$1,404	\$1,492	\$1,580	\$1,667	\$1,755	\$1,843
<b>Crimson/Link Crew Advisor</b>	9.00%	\$3,159	\$3,357	\$3,554	\$3,752	\$3,949	\$4,147
<b>CTSO Advisor</b>	13.00%	\$4,564	\$4,849	\$5,134	\$5,419	\$5,705	\$5,990
<b>Debate - Head</b>	20.00%	\$7,021	\$7,460	\$7,899	\$8,337	\$8,776	\$9,215
<b>Debate - Assistant</b>	13.00%	\$4,564	\$4,849	\$5,134	\$5,419	\$5,705	\$5,990
<b>Destination Imagination Advisor</b>	7.00%	\$2,457	\$2,611	\$2,765	\$2,918	\$3,072	\$3,225
<b>District Green Team Coordinator</b>	7.00%	\$2,457	\$2,611	\$2,765	\$2,918	\$3,072	\$3,225
<b>Drama-2 Seasons</b>	15.00%	\$5,266	\$5,595	\$5,924	\$6,253	\$6,582	\$6,911
<b>Drama-3+ Seasons</b>	19.00%	\$6,670	\$7,087	\$7,504	\$7,921	\$8,337	\$8,754
<b>Events Coordinator</b>	16.00%	\$5,617	\$5,968	\$6,319	\$6,670	\$7,021	\$7,372
<b>Graduation Coordinator</b>	3.00%	\$1,053	\$1,119	\$1,185	\$1,251	\$1,316	\$1,382
<b>Honor Society Advisor</b>	4.00%	\$1,404	\$1,492	\$1,580	\$1,667	\$1,755	\$1,843
<b>Junior State of America Advisor</b>	4.00%	\$1,404	\$1,492	\$1,580	\$1,667	\$1,755	\$1,843
<b>Knowledge Bowl*</b>	4.00%	\$1,404	\$1,492	\$1,580	\$1,667	\$1,755	\$1,843
<b>Knowledge Bowl*</b>	3.00%	\$1,053	\$1,119	\$1,185	\$1,251	\$1,316	\$1,382
<b>Knowledge Bowl*</b>	2.00%	\$702	\$746	\$790	\$834	\$878	\$922
<b>Math Team*</b>	4.00%	\$1,404	\$1,492	\$1,580	\$1,667	\$1,755	\$1,843
<b>Math Team*</b>	3.00%	\$1,053	\$1,119	\$1,185	\$1,251	\$1,316	\$1,382
<b>Math Team*</b>	2.00%	\$702	\$746	\$790	\$834	\$878	\$922
<b>Music - Vocal</b>	11.00%	\$3,862	\$4,103	\$4,344	\$4,586	\$4,827	\$5,068
<b>Music - Concert &amp; Marching Band</b>	20.00%	\$7,021	\$7,460	\$7,899	\$8,337	\$8,776	\$9,215
<b>Music - Jazz</b>	5.00%	\$1,755	\$1,865	\$1,975	\$2,084	\$2,194	\$2,304
<b>Music - Orchestra</b>	11.00%	\$3,862	\$4,103	\$4,344	\$4,586	\$4,827	\$5,068
<b>Music - Pep Band</b>	5.00%	\$1,755	\$1,865	\$1,975	\$2,084	\$2,194	\$2,304
<b>Newspaper Advisor</b>	7.00%	\$2,457	\$2,611	\$2,765	\$2,918	\$3,072	\$3,225
<b>Theater Coordinator</b>	14.00%	\$4,915	\$5,222	\$5,529	\$5,836	\$6,143	\$6,451
<b>Unified Sports Coordinator</b>	9.00%	\$3,159	\$3,357	\$3,554	\$3,752	\$3,949	\$4,147

\*Cyber Patriot, DECA, FBLA, FCCLA, First Robotics, HOSA, Skills USA, TSA  
\*\*To be determined by program

<b>Spokane Valley Tech</b>							
<b>Position</b>	<b>% of Base</b>	<b>0-Years</b>	<b>1-Years</b>	<b>2-Years</b>	<b>3-Years</b>	<b>4-Years</b>	<b>8-Years</b>
<b>Base</b>	<b>\$43,881</b>	80%	85%	90%	95%	100%	105%
<b>SVT ASB Advisor</b>	5.00%	\$1,755	\$1,865	\$1,975	\$2,084	\$2,194	\$2,304
<b>SVT Cardio Club Advisor</b>	5.00%	\$1,755	\$1,865	\$1,975	\$2,084	\$2,194	\$2,304
<b>SVT Class Advisor</b>	3.00%	\$1,053	\$1,119	\$1,185	\$1,251	\$1,316	\$1,382
<b>SVT CTSO Advisor</b>	10.00%	\$3,510	\$3,730	\$3,949	\$4,169	\$4,388	\$4,608
<b>SVT Disc Golf Advisor</b>	5.00%	\$1,755	\$1,865	\$1,975	\$2,084	\$2,194	\$2,304
<b>SVT Graduation Coordinator</b>	2.00%	\$702	\$746	\$790	\$834	\$878	\$922
<b>SVT Honor Society Advisor</b>	3.00%	\$1,053	\$1,119	\$1,185	\$1,251	\$1,316	\$1,382
<b>SVT Knowledge Bowl Advisor</b>	3.00%	\$1,053	\$1,119	\$1,185	\$1,251	\$1,316	\$1,382
<b>SVT Math Team Advisor</b>	3.00%	\$1,053	\$1,119	\$1,185	\$1,251	\$1,316	\$1,382
<b>SVT Robotics Club Advisor</b>	5.00%	\$1,755	\$1,865	\$1,975	\$2,084	\$2,194	\$2,304
<b>SVT Yearbook Advisor</b>	4.00%	\$1,404	\$1,492	\$1,580	\$1,667	\$1,755	\$1,843

\*Cyber Patriot, DECA, FBLA, FCCLA, First Robotics, HOSA, Skills USA, TSA  
\*\*One stipend for both seasons-fall and spring



<b>Mica Peak High School</b>							
<b>Position</b>	<b>% of Base</b>	<b>0-Years</b>	<b>1-Years</b>	<b>2-Years</b>	<b>3-Years</b>	<b>4-Years</b>	<b>8-Years</b>
<b>Base</b>	<b>\$43,881</b>	80%	85%	90%	95%	100%	105%
<b>MPHS ALE Coordinator</b>	10.00%	\$3,510	\$3,730	\$3,949	\$4,169	\$4,388	\$4,608
<b>MPHS ASB Advisor</b>	5.00%	\$1,755	\$1,865	\$1,975	\$2,084	\$2,194	\$2,304
<b>MPHS Chess Team Advisor</b>	5.00%	\$1,755	\$1,865	\$1,975	\$2,084	\$2,194	\$2,304
<b>MPHS CTSO Advisor</b>	10.00%	\$3,510	\$3,730	\$3,949	\$4,169	\$4,388	\$4,608
<b>MPHS Drama Advisor - 1 Season</b>	7.50%	\$2,633	\$2,797	\$2,962	\$3,127	\$3,291	\$3,456
<b>MPHS Graduation Coordinator</b>	2.00%	\$702	\$746	\$790	\$834	\$878	\$922
<b>MPHS Senior Class Advisor</b>	3.00%	\$1,053	\$1,119	\$1,185	\$1,251	\$1,316	\$1,382
<b>MPHS Yearbook Advisor</b>	4.00%	\$1,404	\$1,492	\$1,580	\$1,667	\$1,755	\$1,843
<i>*FCCLA, DECA, FBLA, Skills USA</i>							

**Percent of base follows criteria:**

1. Contact hours (activities, camps, performances, practices, contests)
2. Responsibilities (budget, preparation for activity, community expectations)

# APPENDIX D – Supplemental Stipends/Extended Year

## AI/BI Teachers – Special Education

AI and BI teachers will receive 5 additional Emergency Days to be used only for documented work-related injuries. The documentation must include an accident report signed by the regional director of special education and submitted to human resources. They will also receive the following monthly stipends according to grade level:

- High School \$3500 annual stipend
- Middle School \$2500 annual stipend
- Elementary \$1200 annual stipend

## 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. A Nurse(s) preparing care plans for summer school students will be compensated at the [Special Education: Required IEP, SST and MDT meetings outside the contracted day and IEP writing] hourly rate.

A Nurse(s) working during Summer School as required for medically fragile students will be compensated at the per diem rate for hours worked.

## 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. Flex days can be converted to hourly pay at substitute rate.

## OT, PT, SLP, Psychologists – Flex Days

OT, PT SLP and Psychs have the option each year of flexing four (4) days for completion of duties associated with their work load, provided these flex days do not impact direct student services. OT, PT, SLP and Psychs will coordinate with their supervisor the scheduling of these days.

## Summer School On-call Nurse Coverage

A nurse(s) who provides on-call coverage during summer school hours will be paid at the rate of \$50/day. If the nurse is called into work, the nurse will be paid at the per diem rate plus the on-call rate for the day (minimum 2 hour call out).

## School Counselors – Extended Year

In recognition of the fact that 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:

- Social Workers/Liaisons - 12 days per language, plus an additional 3 flex days
- High school counselors – 12 days per language, plus an additional 3 flex days

- High school special education counselors - 6 days per language, plus an additional 3 flex days
- Middle school counselors – 6 days per language, plus an additional 3 flex days
- Alternative High School Counselor – 6 days per language, plus an additional 3 flex days
- Summit School Counselor – 3 days per language, plus an additional 3 flex days
- Elementary school counselors – 3 flex days

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

### **Elementary/Middle School/SVT /MPHS Assessment Coordinator**

In recognition of the extra time and duties associated with assessments, an Elementary/Middle School/SVT/MPHS Assessment Coordinator position will be made available at each site which includes a stipend of:

- \$1000 for schools up to 350 FTE
- \$1400 for schools over 350 FTE

### **Elementary Teacher Librarian – Extended Year**

In recognition of the fact that elementary library media specialists need additional days beyond the 180-day school year for end-of-year inventory and other needs, they will be compensated for two additional days at their per diem rate prorated 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.

### **Secondary Teacher Librarian**

Middle School teacher librarians have the option each year of flexing four (4) days, and High School teacher librarians have the option of flexing five (5) days before or after the school year for checking out textbooks, checking in text books and assessing fines, overseeing the textbook repair policy, inputting student data into library automation software and enabling all students access to the school computer system. Media Specialists will contact their supervisor regarding scheduling of these days.

High School Teacher Librarians will be given two paid or flex days for managing Chromebooks.

### **CTE**

In lieu of timesheets, a stipend equivalent to 45 hours for defined duties

- CTE Certification is up-to-date for the following school year.
- First Aid/CPR Certification is up-to-date for the following school year.
- Class frameworks have been reviewed and updated for the following year.
- Attended and participated in at least 50% of the program advisories for your area.
- Served as a Career & Technical Student Organization (CTSO) Advisor, Assistant Advisor, Chaperone or OSPI-approved extended leadership equivalent.
- Completed and approved Program Evaluation.
- Completed and approved Program of Work
- Completed and approved Four Year Plan

### **Online Classes**

1. For an employee above a 1.0 FTE:
  - a. For classes of thirty (30) students or less, the teacher will receive a stipend equal to .1 FTE per year (.05 FTE per semester). This stipend will not add to the benefit allocation for the employee. This stipend will not add to the benefit allocation for the employee.
    - i. A minimum of 15 students are needed to run a class.
  - b. For classes with enrollment thirty-one (31) or more, the teacher will receive a stipend equal to .2 FTE per year (.1 FTE per semester). This stipend will not add to the benefit allocation for the employee.
  - c. To help meet student enrollment and teacher compensation, classes may be combined within the

same content area.

- d. Employees are limited to a stipend equal to .2 FTE per year and/or limited to teaching no more than two online classes concurrently without agreement between CVSD and CVEA.
  - e. The maximum number of students in an online class shall be 45 students without agreement between CVSD and CVEA.
2. For an employee below a 1.0 FTE:
- a. For classes of thirty (30) students or less, the teacher will receive a non-continuing increase in .1 FTE per year (.05 FTE per semester) up to 1.0 FTE.
    - i. A minimum of 15 students are needed to run a class.
  - b. For classes with enrollment of thirty-one (31) or more, the teacher will receive a non-continuing increase to .2 FTE per year (.1 FTE per semester).
  - c. To help meet student enrollment and teacher compensation, classes may be combined within the same content area.
  - d. If FTE exceeds 1.0 FTE, a stipend equal to appropriate FTE will be issued. This stipend will not add to the benefit allocation for the employee.
  - e. Employees are limited to teaching no more than two online classes concurrently without agreement between CVSD and CVEA.
  - f. The maximum number of students in an online class shall be 45 students without agreement between CVSD and CVEA.
3. On the 21st calendar day of each semester, the FTE will be adjusted based on the actual number of students in the class.

### Zero Hour Classes

A full-time 1.0 FTE teacher who has a zero-hour class, with mutual agreement of his/her building principal and with approval of the district, will receive a stipend equal to .2 FTE per year. This stipend will not add to the benefit allocation for the employee.

### Extended Year Chart

EXTENDED YEAR	
Position	# Of Days
Social Workers/Liaisons	12
Counselor – High School	12
Counselors – High School Special Education	6
Counselor – Middle School/Alternative HS	6
Counselor – Summit School	3
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 Defined Base 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.

### **Professional Development Coordinators/Specialists**

Remuneration shall be at the rate of 17% of the Defined Base of the teacher's salary schedule.

By May 30 each year, the Learning and Teaching Administration and Professional Development Team will collaboratively develop a scope of work for the summer. The rate of pay for work in the summer outside of "Hourly Rates for Certificated Employees" (Article VI, Section D) is at the per diem rate of pay (Does not include ELD, LAP or TITLE and should not exceed 10 days). Per diem rate of pay does not apply when provisions of Article VI, Section D apply.

### **Dean of Students**

Remuneration shall be at the rate of 18% of the Defined Base of the teacher's salary schedule.

### **District Curriculum Committee/Vertical Chair**

1. As needed, a vertical chair position shall be posted at the start of a district-wide 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.
  - a. Dependent on the size and scope of the adoption, the remuneration shall be at the rate of either 5% or 8% of the Defined Base of the teacher's salary schedule.
  - b. 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 at an agreed hourly rate for teaching the summer school program. 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.

### **Faculty Communicator**

In an effort to further develop two-way communication and engage CVEA members, selected members would receive a \$250.00 stipend payable in June. Schools at 700+ students will have two faculty communicators and schools 699 or less will have one.

Expectations:

- Receive key district communications
- Share key district communications via staff email and in staff meetings
- Share back feedback, questions and/or hot topics to the district as they arise
- Attend 2-3 Key Communicator forums. Attendance at the forums would be expected and hours beyond the contract day would be time sheeted at the professional rate of pay.
- A staff member serving as a faculty communicator should not also serve as a union building rep Process for

Selection:

- Announcement of position
- Statement of interest submitted to CVSD/CVEA

- Ballots cast by building

Submittal to serve as Faculty Communicator will happen yearly.

### **Elementary Cross Country**

A stipend of \$800.00 will be applied to building coaching positions for the elementary cross country after school program.

A stipend of \$1500.00 will be applied to District Liaison for the elementary cross country after school program.

### **Elementary Outdoor Education Lead Position**

In recognition of the extra time and duties associated with the elementary outdoor education program, a lead position is available to facilitate and run this program. Annually, this position would organize all 5<sup>th</sup> grade classes in the district and work with all 5<sup>th</sup> grade classroom teachers to plan the program for each school. The lead will also organize and arrange for all transportation for the program as well as any additional responsibilities that may be assigned. A stipend of \$1500.00 will be paid to fulfill these duties.

## APPENDIX E – Dept. Chairs/Building Curriculum Coordinators

Each building principal and Department Chair/Building Curriculum Coordinator shall work collaboratively to develop job responsibilities 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 Dept. (11+ staff)	Medium Dept. (7–10 staff)	Small Dept. (3-6 staff)
	\$3,730	\$3,233	\$2,736

**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 (4).

**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.

**Special Education** Directors and the Special Education Department Leads shall work collaboratively to develop job responsibilities which best fit individual department needs within the established job descriptions for the positions. Special Education will have the following department leads for their groups: Psychologist, Occupational Therapist, Physical Therapist, and Speech and Language Pathologist.

Special Education	Large Dept. (11+ staff)	Medium Dept. (7–10 staff)	Small Dept. (3-6 staff)
	\$3,730	\$3,233	\$2,736

In addition, there will be a **webmaster** responsible for the building web site at each of the elementary, middle school and High School sites.

There will be a **Technology Integration coach** position at each school for the purpose of assisting with technology rollouts and integration of technology into curriculum. There are three tiers of pay based upon the size of school.

**Mica Peak High School (MPHS) and Spokane Valley Learning Academy (SVLA)**, will each have \$2,487 annually to be allocated in a manner that best fits the needs of these sites.

Position	Amount
Elementary Curriculum Coordinators	\$1,491
Middle School Curriculum Coordinators	\$1,805
District Counselor Coordinator	\$5,500
Building Webmaster	\$1,119
Technology Integration Coach – Buildings with 500 or less students*	\$6,237
Technology Integration Coach – Buildings with 501-750 students*	\$6,653
Technology Integration Coach – Buildings with 750+ students*	\$7,067
Chemical Hygiene Officer – CVHS and UHS	\$2,238
Chemical Hygiene Officer – SVT and MPHS (when and if needed)	\$1,119
MPHS & SVLA Allocations	\$2,487

\*Enrollment is based upon the October 1 count.

**Starting with the 2010-11 school year, the state IPD 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, and witnesses.)

3. The relief sought.

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Supportive documents may be attached.*



# APPENDIX G – Teacher Observation Form

Staff Name: \_\_\_\_\_ School: \_\_\_\_\_  
Assignment: \_\_\_\_\_ School year: \_\_\_\_\_  
Date: \_\_\_\_\_ Time: From: \_\_\_\_\_ To: \_\_\_\_\_  
Pre-Conference Date: \_\_\_\_\_ Post Conference Date: \_\_\_\_\_

1. Instructional Skills
2. Classroom Management
3. Professional Preparation and Scholarship
4. Effort Toward Improvement When Needed
5. Handling of Student Discipline and Attendance Problems
6. Interest in Teaching Pupils
7. Knowledge of Subject Matter
8. Personal Characteristics and Teacher/Staff Relationships
9. Additional Comments

Staff Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Principal/Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Other documents may be attached.  
Original: Principal/Supervisor Copy: Certificated Staff Member*

# APPENDIX H – Certificated Support Personnel Observation

(Staff with ESA certification)

Staff Name: \_\_\_\_\_ School: \_\_\_\_\_  
Assignment: \_\_\_\_\_ School year: \_\_\_\_\_  
Date: \_\_\_\_\_ Time: From: \_\_\_\_\_ To: \_\_\_\_\_  
Pre-Conference Date: \_\_\_\_\_ Post Conference Date: \_\_\_\_\_

1. Knowledge and Scholarship in Special Field
  
2. Specialized Skills
  
3. Management of Special and Technical Environment
  
4. The Support Person as a Professional
  
5. Involvement in Assisting Pupils, Parents, and Educational Personnel
  
6. Personal Characteristics and Teacher/Staff Relationships
  
7. Additional Comments

Staff Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal/Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Other documents may be attached.  
Original: Principal/Supervisor Copy: Certificated Staff Member*

# APPENDIX I – Short Form Evaluation Documentation

## Teacher & Support Staff Evaluation Form

Staff Name: \_\_\_\_\_ School: \_\_\_\_\_

Assignment: \_\_\_\_\_ School year: \_\_\_\_\_

The above-named employee has qualified for a short form evaluation by receiving a satisfactory annual evaluation for four 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

Staff Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal/Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# APPENDIX J – Teacher Evaluation Form

Staff 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.		
<b>Comments:</b>		
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.		
<b>Comments</b>		
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.		
<b>Comments:</b>		
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.		
<b>Comments:</b>		
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.		
<b>Comments:</b>		

<b>6. INTEREST IN TEACHING PUPILS</b>	<b>ME</b>	<b>U</b>
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.		
<b>Comments:</b>		
<b>7. KNOWLEDGE OF SUBJECT MATTER</b>	<b>ME</b>	<b>U</b>
A. Teaches process and skills appropriate to the subject matter and to the students' interest and abilities.		
B. Maintains competence in each content area taught.		
C. Utilizes district-adopted curriculum.		
D. Incorporates School Improvement Plan into instructional practices.		
<b>Comments:</b>		
<b>8. PERSONAL CHARACTERISTICS AND TEACHER/STAFF RELATIONSHIPS</b>	<b>ME</b>	<b>U</b>
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 support for the total school program.		
<b>Comments:</b>		

**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.

Staff Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal/Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# 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, Associate Principal, or Administrative Supervisor.

## **CONTINUING CERTIFICATED STAFF – LONG FORM**

1. Full formal evaluations must be completed by the principal, Associate 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.

*6/99 – Revised 5/07*

# APPENDIX K – Certificated Support Personnel Evaluation Form

Staff with ESA Certification

Staff Name: \_\_\_\_\_ School: \_\_\_\_\_

Assignment: \_\_\_\_\_ School year: \_\_\_\_\_

ME = MEETS EXPECTATIONS

U = UNSATISFACTORY

<b>1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD</b>	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.		
<b>Comments:</b>		
<b>2. SPECIALIZED SKILLS</b>	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.		
<b>Comments:</b>		
<b>3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT</b>	ME	U
A. Selects and/or recommends testing and non-testing devices, materials and equipment appropriate to student's 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.		
<b>Comments:</b>		
<b>4. THE SUPPORT PERSON AS A PROFESSIONAL</b>	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.		
<b>Comments:</b>		

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.		
<b>Comments:</b>		
6. PERSONAL CHARACTERISTICS AND TEACHER/STAFF RELATIONSHIPS	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.		
<b>Comments:</b>		

**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.

Staff Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal/Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# APPENDIX L – Teacher Librarian Evaluation Form

Staff Name: \_\_\_\_\_ School: \_\_\_\_\_

Assignment: \_\_\_\_\_ School year: \_\_\_\_\_

ME = MEETS EXPECTATIONS

U = UNSATISFACTORY

<b>1. INSTRUCTIONAL SKILLS</b>	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.		
<b>Comments:</b>		
<b>2. CLASSROOM MANAGEMENT</b>	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.		
<b>Comments:</b>		
<b>3. PROFESSIONAL PREPARATION AND SCHOLARSHIP</b>	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.		
<b>Comments:</b>		
<b>4. EFFORT TOWARD IMPROVEMENT WHEN NEEDED</b>	ME	U
A. Demonstrates understanding or professional strengths and limitations.		
B. Implements constructive administrative recommendations.		
C. Participates in activities that support professional growth.		
<b>Comments:</b>		
<b>5. HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS</b>	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.		

<b>Comments:</b>		
<b>6. INTEREST IN TEACHING PUPILS</b>	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.		
<b>Comments:</b>		
<b>7. KNOWLEDGE OF SUBJECT MATTER</b>	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		
<b>Comments:</b>		
<b>8. PERSONAL CHARACTERISTICS &amp; TEACHER/STAFF RELATIONSHIPS</b> <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.		
<b>Comments:</b>		

**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.

Staff Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal/Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# APPENDIX M – Professional Growth Plan

Staff Name: \_\_\_\_\_ 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?

6. Mid-year Progress Conference by March 1

Staff Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal/Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

7. Year-end progress Conference by June 1

Staff Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal/Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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:**

Staff Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal/Supervisor Signature: \_\_\_\_\_ 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.

## APPENDIX N – Just Cause/Seven Key Tests

The basic elements of just cause which different arbitrators have emphasized have been reduced by Arbitrator Carroll R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A “no” answer to one or more to the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element might be present.

- A. **NOTICE:** “Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee’s disciplinary conduct?”
- B. **REASONABLE RULE OR ORDER:** “Was the Employer’s rule(s) or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer’s business, and (b) the performance that the Employer might properly expect of the employee?”
- C. **INVESTIGATION:** “Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?”
- D. **FAIR INVESTIGATION:** “Was the Employer’s investigation conducted fairly and objectively?”
- E. **PROOF:** “At the investigation, did the ‘judge’ obtain substantial evidence or proof that the employee was guilty as charged?”
- F. **EQUAL TREATMENT:** “Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?”
- G. **PENALTY:** “Was the degree of discipline administered by the Employer in a particular case reasonably related to:
  - a. The seriousness of the employee’s proven offense, and
  - b. The record of the employee in his service with the Employee