Collective Bargaining Agreement

Between

Brinnon School District #46

&

Brinnon Education Association (Certificated)

Bargaining Members

Patricia Beathard, Superintendent
William Barnet, Brinnon School Board
Lisa Johnston, BEA President, Teacher
Heidi Budnek, Teacher
Roxanne Slimp, Lead Bus Driver, Para Educator

9/1/2018
to
8/31/2020

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ARTICLE I
THE AGREEMENT

Section 1
Preamble

This Agreement is entered into by and between the Brinnon School District, acting through its Board of Directors, and the Brinnon Education Association. Hereinafter, the Brinnon School District shall be referred to as "the District." The Board of Directors shall be referred to as "the Board," and the Brinnon Education Association as "the Association." The District, Board and Association shall collectively be referred to as "the Parties."

Section 2
Recognition

A. The Board recognizes the Association as the sole and exclusive bargaining representative for all employees included in the bargaining units as described hereinafter.

B. Representation shall cover all non-administrative certificated employees who hold valid contracts with the District and those who are on approved leave.

C. The Association is recognized as the exclusive bargaining representative for substitutes as required by the Public Employees Relations Commission (PERC) precedent; however, the provisions of this agreement shall not be applicable to such substitutes. It is agreed that the Parties to this agreement shall meet annually to establish the rate of pay for substitutes represented by the Association.

D. Within one hundred and eighty (180) days following execution of this agreement, the District will provide the Association with complete job descriptions for all employees subject to this agreement. The District will provide the Association with such amendments, changes and additions to job descriptions as they may from time to time occur.

Section 3
Status of the Agreement

A. This Agreement shall become effective when ratified by the Association, followed by the Board and executed by authorized representatives. The Agreement shall be amended only with mutual consent of the Parties, subject to the terms of this Agreement.

B. The administration of this Agreement may be discussed on a monthly basis with the superintendent or his/her designee.

Section 4
Conformity Law

If any provision of this Agreement shall be found contrary to law, such provision shall have effect to the extent permitted by law, but the remainder of the Agreement shall continue in effect for the duration of this Agreement.

Section 5
Contract Compliance

All individual teacher contracts shall be subject to, and consistent with, Washington State law and the terms and conditions of this contract.

Section 6
Distribution of Agreement

A. Within thirty (30) working days following the ratification of the Agreement by both Parties, the District shall make the Agreement digitally available to all employees. A copy of the Agreement shall be available for review to all applicants for vacant positions. All employees new to the District shall have access to a copy of the Agreement by the District subsequent to ratification.

B. The cost of copying and distributing the Agreement as well as that of any amendments shall be divided equally between the District and the Association. Both Parties to the Agreement shall mutually determine the format utilized. The Association shall be given two (2) additional copies of the Agreement.

Article II
Rights

Section 1
Employer Rights

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management official of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reason. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

Section 2
Association Rights

A. Association has the right and the responsibility to represent the interests of all employees in the unit, to present its views to the District on matters of concern, either orally or in writing.

B. The Association may use school building facilities for meetings outside of school hours when such facilities are not in use. In all cases, the Association shall request permission from the superintendent or designee.

C. The Association may post notices of activities and matters of association business:

- On a designated bulletin board at each work site.
- Through the use of District mail service.
- Through the use of District email.

D. Association posting privileges are subject to the following:

- The Association will not post messages within the workplace that are knowingly untrue about any particular individual or group, including the District.
- The Association will not use the privilege for religious purposes.

- The Association may post information regarding WEA state legislative activity, but may not post information regarding support or lack of support for any political issue or political candidate.

E. The Association may use the District's computers, duplication and audio-visual equipment, when otherwise not in use, provided that the Association shall reimburse the District for costs incurred.

F. The District shall make available to the Association the names of all new employees within ten (10) working days from the date on which the employee was hired.

G. The Association shall have access to annual financial reports, audits, budget documents, agendas and minutes of all Board meetings, and student enrollment data, provided however, the Association requests such information.

H. Representatives of the Association, upon making their presence known to the District, shall have access to the District premises during business hours, provided that conferences or meetings between employees and Association representatives will occur during duty free time.

Section 3
Dues/Representation Fees

A. The Association and its affiliates (Washington Education Association and National Education Association) shall have the right of payroll deductions of membership dues for employees who are union members as provided in this section. On or before August 1st of each school year the Association should give notice to the District the dollar amount of dues and assessments of the association which are to be deducted in the coming school year under all payroll deductions.. The total of these deductions shall not be subject to change during the school year. Such deductions shall be remitted to the authorized Association representative.

B. The Association shall provide an automatic payroll deduction authorization form to each employee. An employee who chooses to be an Association member shall sign and deliver such authorization to the Association during the enrollment period at the beginning of the school year or within thirty (30) days of employment. Once the employee has signed, the dues deduction shall be continuous thereafter. The Association shall submit the automatic payroll authorization form to the District payroll office for processing. A table of pro-rata annual dues shall be provided to the District payroll office by the Association to determine the monthly dues deduction. The District shall provide for dues deduction through automatic payroll authorization and shall refrain from failing to perform said service.

C. Revocation of membership shall be made in writing to the Association on the form available from the Association between the beginning of the school year and September 20 and shall become effective at that time. The Association shall submit notice of such revocation to the District payroll office.

D. No member of the bargaining unit will be required to join the Association.;

E. The Association agrees to indemnify the District and hold it harmless against any suit or liability for damages that shall arise out of action taken by the District for the purpose of complying with the foregoing provisions of this section, provided such action has been authorized by the employee and such authorization has not been rescinded.

Section 4
Rights of the Employee

A. It is agreed that all employees subject to this agreement shall have and shall be protected in the exercise of the right, freely an without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participate in the management of the Association, including presentation of views by the Association to the Board of Directors of the District or any other governmental body, group or individual. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

B. Each employee shall have the right to bring matters of personal concern to the attention of appropriate officials of the District.

C. Employees subject to this agreement have the right to have Association representative/s present at discussions between themselves and supervisors or other representatives of the District.

D. Employees have the right to a safe working environment in keeping with the guidelines in Exhibit A, District Policy 3231 Classroom Management Correction or Discipline.

Neither the District, nor the Association, shall discriminate against any employee subject to this agreement on the basis of basis of sex, race, creed, religion, color, national origin, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability

Section 5
Academic Freedom

As a vital component of academic freedom, teachers shall be accountable and responsible for decisions regarding the methods of instruction and the use of materials for instruction of the students, subject to Board policy.

Section 6
Personnel Files/Working Files

A. One (1) personnel file shall be maintained in the District for each employee. Contents of the file may include, but not be limited to, evaluation reports. Copies of annual contracts, copies of teaching certificates, and transcripts. A working file may be kept by the District.

B. Written notification by the Employer to inform the employee of the receipt or composition of any derogatory material within ten (10) working days of such receipt of composition shall be required for such material to be allowed as evidence in a grievance or in any disciplinary action against such employee. Said derogatory material must be corroborated by the Employer before inclusion in the personnel file.

C. The employee shall have the right to rebut any such information in writing with such a rebuttal to be attached to the document to which it is addressed. Any such rebuttal shall become part of the employees personnel file. If the employee finds such material in his/her file that was placed there without the opportunity for response, that material will be removed upon the request of that employee.

D. Material placed in the employee's permanent personnel file shall be available for review, provided that the employee shall arrange for an appointment with the superintendent or designee. Such review may be conducted in the presence of a District administrator. The employee may choose to have a witness during inspection of personnel files.

E. If an employee believes that material should be removed from the personnel file, such a request must be made in writing, to the superintendent. The request must include a statement by the employee as to why the material in question is no longer appropriate for inclusion in the file. The superintendent shall respond in writing to the employees request and state his/her rationale for approving or denying employee's request.

F. Working files are not subject to inspection. Any documentation noted in any working file directly relating to employee discipline or adverse effect to contract status shall be called to the attention of the employee within ten (10) working days. The employee shall have the right to attach his or her own written comments. All material shall be removed from the working file after two (2) years.

Section 7
Due Process

No employee shall be reprimanded or disciplined without due process. All employees shall be afforded the right to have an Association representative present during any investigation which might lead to disciplinary action.

A. An employee may not be disciplined without due process. Progressive discipline steps include verbal reprimand, written reprimand, suspension without pay, or termination. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates the action. Disciplinary steps may be skipped when appropriate, depending on the nature of the issue. Any disciplinary action shall occur within a timely manner.

B. An employee shall be entitled to have present a representative of the Association during any meeting which the employee believes could result in discipline or when the employee believes the representative may be of assistance in problem solving. This would include any meeting where pre-disciplinary action such as a warning or letter of expectation is being discussed. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.

C. It is agreed that all disciplinary matters pursuant to this Article shall be subject to the Grievance Procedure contained in this Agreement.

Section 8
Liability Insurance

Liability Insurance coverage for employees shall be provided to the extent required by law.

Section 9
Teacher Facilities

The building shall have the following facilities and equipment for teacher use:

1. Space in each classroom to safely store instructional materials and supplies.
2. A telephone.
3. A desk and chair in each classroom.
4. Lighted rest rooms.
5. A staff room.
6. Parking lot for parking.
7. Keys to building and classroom.
8. A dedicated teacher computer

Article III
Leaves

Section 1
Sick Leave

A. Twelve (12) days leave for disability arising out of illness, injury, childbirth complications, or illness in the immediate family shall be given each employee per year. Immediate family as defined by State law.

B. For each absence due to the aforementioned disabilities, a deduction of half or full day shall be made from the individual's accumulated sick leave if a substitute is necessary. Sick leave may be taken by the hour if a substitute teacher is available to take the assignment in such a manner.

C. When an employee must be absent due to illness, injury, medical appointments or childbirth, the employee shall notify the district secretary as soon as possible to secure a substitute and/or class coverage. In any event, such notification shall be given to the district secretary at least two (2) hours if possible prior to the commencement of the employee's workday.

D. Leave for routine childbirth of an immediate family member shall be limited to three (3) working days per school year.

E. The District reserves the right to request a physician's certificate as proof of disability for any absence of more than five (5) consecutive days.

F. By July 31st of the school year, the District shall provide each employee with an accounting of their accumulated sick leave.

G. Upon return to employment with the District, any former employee shall be credited with the balance of unused sick leave accumulated at the time of termination with the District.

H. An employee who is unable to perform District responsibilities due to extended personal illness or other disability may request temporary disability leave with pay to the extent of accumulated sick leave days. Provided, further, that exhaustion of sick leave may result in the granting of temporary disability leave without pay or leave share.

I. When an employee takes leave as a result of an on the job injury, the District shall be notified as soon as possible. Copies of any claims for employment compensation under workman's compensation or industrial accident plans shall be made to the District.

   1. If additional workers' compensation is paid to an employee who is receiving district pay for any injury, the employee shall immediately remit such compensation to the District.

   2. A full written report of any workplace or on work duty disabling accidents or injuries to any employee shall be given to the District within ten (10) calendar days of the injury by the injured employee or his/her doctor.

   3. No workers compensation shall be paid by the District to any employee who is injured while employed by any employer other than the District., or self-employed.

J. An employee who has more than twenty-two (22) days of accumulated sick leave may choose to have the District transfer a specified amount of sick leave to other members of the bargaining unit. Transfer cannot result in accumulated sick leave of less than twenty-two (22) days. Such transfer of sick leave is voluntary. Request to donate or transfer leave must be made in writing and for the benefit of a specific employee.

   1. To be eligible for transferred leave, an employee, relative or household member must suffer from an illness, impairment, or physical or mental condition which is likely to cause the employee to go on leave without pay or to terminate employment.

2 If more than one (1) employee is offering to transfer sick leave to another employee, the leave transfer shall be made in a fair and equal manner. Sick leave days will be drawn from contributors on a rotation schedule, one day at a time, from each contributor. The District and the Association shall draw the rotation on a random basis.

K. The district will pay sick leave cash out as authorized by the state law. Should the state rescind sick leave cash out, this provision will become immediately null and void.

Section 2
Childbirth

A. Employees may use sick leave for their own period of disability, care of a spouse who is disabled due to childbirth, or to care for the child's health condition. The District shall allow federal or state Family Medical Leave Act for eligible employees for leaves of absence without pay for up to twelve work weeks due to childbirth for a mother or father.

B. Employees returning from such leave to full-time employment shall have all previously accrued benefits reinstated at the time of return. Employees shall have the option of maintaining the District medical insurance coverage at the employee's expense, provided, however, that such option(s) is approved by the carrier.

C. A request for childbirth leave shall be made at least thirty (30) calendar days prior to the expected birth. The request shall specify:

1. The anticipated date of birth.
2. Date leave is to commence and end.
3. Number of sick leave days to be applied to childbirth leave.

D. . At the time leave is requested, the duration of the leave shall be established, subject to modification for unforeseen circumstances and if based on medical reasons verified in writing by the employee's health care provider .

E. Employees on leave shall be entitled to return to the same or a comparable position held prior to the commencement of leave.

F. Employees who are in the process of adopting/have adopted a child, may use five (5) days of sick leave for legal, travel, or child care purposes, if additional leave is necessary to care for the adopted child's medical condition sick leave may be used.

Section 3
Professional Visitation

The District shall make available no less than one (1) day per year for each employee to attend an away-from-school in-service or observation opportunity of his/her choice. The District shall pay for substitute cost and such leave shall be non-accumulative. The employee shall pay costs of travel and any fees for attending leave activities, unless otherwise agreed in writing with the Superintendent. Additional professional leave days may be granted at the discretion of District administration.

Section 4
Bereavement Leave

Employees shall be entitled to five (5) non-accumulative days, with pay, per occurrence for the death of a relative. For the purposes of this agreement, a relative shall be defined as a spouse, child, fetus, mother, father, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, grandparents, and others approved by the superintendent. Leave without pay may be taken for the death of a close friend.

Section 5
Judicial Leave

In the event an employee is summoned to serve as a juror or appear as a witness in court, except as a witness adverse to the District, or is named as a co-defendant with the District, such employee shall receive his/her per diem pay for each day of required presence in court. In order for assigned jury duty not to be deducted from any leaves, the employee shall surrender his/her reimbursement for jury duty to the District upon receipt.

Section 6
Unpaid/Other Leave

All other leaves shall be considered on an individual basis and shall be uncompensated. All requests for leave shall be submitted to the Superintendent. In any event, the granting of, or disapproval of, leaves shall not be considered as precedent setting nor subject to the grievance procedure of this Agreement.

Section 7
Emergency Leave

No more than two (2) days emergency leave shall be granted by the District in any one year; however, additional days of leave may be granted at the discretion of the superintendent. Emergency leave is non-accumulative and

Section 8
Personal Leave

The District shall grant three (5) days personal leave per year, paid by the District, for personal business, subject to the following restrictions:

1. May be used immediately adjacent to (either before or after) vacations or holidays subject to the following criteria;
    a. Be requested minimum 20 calendar days in advance;
    b. Be subject to substitute availability;
    c. Drawing by lot on the 19th day before the requested leave date if multiple requests;
    d. The superintendent may waive the above requirement due to unusual or emergency circumstances beyond the employee's control;

    No more than one certificated employee may be granted personal leave on any one day.
2. Non-adjacent holiday/vacation leave requests must be requested at least twenty-four (24) hours in advance;
    a. Must be approved by the employee's immediate supervisor;
    b. No more than one (1) certificated employee may be granted personal leave on any one day;
    c. Cannot be used to fail to report to work due to snow or other inclement weather conditions;
    d. Cannot be used during the first or last week of the school year;
    e. Must be taken in full or half-day increments;

Personal days are part of the sick day allotment.

Section 9
Association Leave

The District shall grant up to four (4) days Association leave per year. Such leave shall be non-accumulative. The BEA President or **one** designee of the Association can take such leave on any given day. The Association shall pay the costs of the substitute for Association leave.

Section 10
Long-Term leave

A leave of one (1) year without pay may be granted upon application to the Board by an employee on the following basis:

1. Employees must have been employed by the District for four (4) consecutive years prior to the year in which the leave is requested.

2. Employees on this leave shall spend time in an accredited college program or in other work experiences, or in travel, or for child care, or reasons of health, or any other reason the district deems acceptable.

3. Employees requesting a long-term leave shall apply by April 1 to the superintendent. The superintendent shall make a recommendation to the Board. The Board shall make the final determination by May 15.

4. An employee on a professional leave may return to the Brinnon School District to a comparable position for which he/she is qualified, provided notice of intent to return has been received by the Board. Such notice must be received by April 1 of the school year prior to his/her intended return.

5. Employees on long-term leave shall retain all accumulated leave. A leave of one (1) year shall be granted a teacher, providing a satisfactory replacement is available for the time period specified. Only one (1) long-term leave per year may be granted to employees covered by this Agreement. The Board may extend the leave for an additional year if requested by the employee.

Article IV
Employee Evaluation Procedure

Section 1
Purpose and Principles

1. Professional growth and performance are assessed using Center for Educational Leadership 5D+ (CEL 5D+ Framework). The updated version of this tool(s) will be used when available.
2. Certificated educators want to improve their professional skills and their students' learning. Therefore, our evaluation system will:
   a. Reflect the stages of professional growth and cycle of inquiry as outlined in the TPEP process.
   b. Provide opportunities for self-reflection;
   c. Recognize accomplishments and exemplary performance;
   d. Encourage professional growth and guide staff development; and
   e. Provide for reciprocal accountability.
3. Our evaluation system will be:
   a. Framework or standards-based;
   b. Interactive and collaborative in nature;
   c. Reflective of different expectations for different job categories; and
   d. Legal and supportive of certification requirements and termination processes.

4. There will be training for staff and administrators about the evaluation process.

Section 2
Responsibility for Evaluation

A. An employee shall be evaluated by an administrator
B. If an employee disagrees with an evaluation report, the employee has the right to request an outside evaluator. The results from the outside evaluator will be taken in consideration with the appraisal from the district administrator.
C. No member of the bargaining unit shall evaluate any other member of the bargaining unit.
D. Any complaint made against an employee which may be used in evaluating the employee shall be called to the attention of the employee within ten working days. The employee has the right to answer such complaint within ten working days.

1. There shall be two types of evaluation processes:
   a. Comprehensive Evaluation: A comprehensive evaluation must be completed at least once every three years or in the event the employee's work performance does not meet minimum standards. A comprehensive evaluation assesses all CEL 5D+ Framework, or professional standards, which contribute to the summative performance rating.
   b. Focused Evaluation: After four years of proficient evaluating ratings, the administrator may assign the teacher to a focused evaluation. In years when a comprehensive evaluation is not required, a focused evaluation must be conducted. A focused evaluation must include an assessment of one of the identified CEL 5D+ Framework or professional standards. The evaluator must approve the selected professional standard. In order to include student growth, two state standards may be evaluated.
      i. The focused evaluation for CEL 5D+ Framework will include the student growth measures of the selected criterion. If criterion 3, 6 or 8 is selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5 or 7 is selected, evaluators will use criterion 3 or 6 for student growth rubrics.

2. After two years on the focused evaluation, an employee will be evaluated using the Comprehensive process.

3. If an administrator wants to change evaluation type from Focused to Comprehensive for probationary purposes, the evaluator must identify areas of concern using the CEL 5D+ Framework rubric and/or appropriate professional standards rubric.
   a. The evaluator will meet with the employee to review concerns and develop a reasonable program for improvement.
   b. Written documentation will be provided to the employee.

4. The first observation for a certificated staff member new to the District shall be made within the first ninety (90) calendar days of commencement of their employment. A formal observation of at least thirty (30) minutes duration is required. The observation scripts will be sent to the employee and the Human Resources Supervisor within ten (10) working days of the observation. The remaining observations will follow the procedures for Comprehensive evaluations and be completed by May 30 of the school year.

Section 3
General Evaluation Procedures

1. Each school year the evaluation process begins with the teacher completing a self-reflection based on using CEL 5D+ Framework Teacher Evaluation Rubric or appropriate professional standards. All self-evaluation tools are for the sole purpose of discussion with the employee's evaluator and remain the property of the employee, unless the employee chooses to share a copy with his or her evaluator.

2. Formal observations require a minimum of fifteen (15) minutes, with script given to employee within ten (10) working days. In lieu of scripts, appropriate artifacts can be used as evidence for Professional Collaboration and Communication Dimension indicators.

3. Evidence may be gathered based on walk throughs, meetings, etc.

4. Procedures specific to CEL 5D+ Framework

   a. Criterion Performance Scoring:
   Each criterion shall be rated based on the components in that criterion using a preponderance of the evidence collected throughout the year.

   b. Evidence:
   The district philosophy through the adopted CEL 5D+ Framework is intended to seek evidence through observation. It is in the spirit of this framework philosophy, that the classroom teacher and evaluator will put the focus on observational evidence rather than artifacts.

   c. Comprehensive Evaluation Scoring:

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

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

   The final summative score, including the student growth score, must be determined by an analysis of evidence. The analysis will be based on a holistic assessment of the teacher's performance over the course of the year.

   d. Student Growth Measures:
   At the beginning of the year, the teacher and evaluator shall discuss and agree upon student growth measures and student growth goals to be used for the year. Student growth data will be taken from multiple sources in the same school year and must be appropriate and relevant to the teacher's assignment. Student achievement data that does not measure growth between two points in time shall not be used to calculate a teacher's student growth criterion score.

   e. Student Growth Rubric:
   For a comprehensive evaluation, evaluators add up the raw score on the student growth components and the employee is given a score of low, average or high based on the rating categories below:

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

   f. Low Student Growth Score:
   Within two months of receiving the low student growth score or at beginning of the following school year, whichever is later, one of the following must be initiated by the evaluator:
      i. examine student growth data in conjunction with other evidence including observations and other student and teacher information based on appropriate classroom, school, district and state-based tools and practices;

      ii. examine extenuating circumstances which may include one or more of the following: goal setting process; content and expectations; student attendance; extent to which standards, curriculum and

assessment are aligned;

iii. schedule monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation; or

iv. create and implement a professional development plan to address student growth areas.

g. Focused Evaluation Scoring:
The summative performance rating for the teacher on a Focused evaluation shall be the rating for the criterion selected that year, including any chosen student growth criterion. A summative score is determined through the scoring of the instructional framework using preponderance of evidence and student growth rubrics for the criterion selected. If criterion 3, 6 or 8 is selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5 or 7 is selected, evaluators will use criterion 3 or 6 for student growth rubrics. Although a teacher will be required to demonstrate knowledge and skills on the student growth components, there will not be a separate student growth score for a focused evaluation.

Section 4
Provisional Status

1. Provisional status for teachers is defined in RCW 28A.405.220.

2. Teachers new to the profession or new to Washington public school teaching generally remain in provisional status for the first three years of their employment. Teachers new to the profession may be granted continuing status at the end of their second year.
   a. If a second-year provisional teacher is rated proficient or distinguished, the employee may move to continuing contract status and Focused evaluation. If a second-year provisional teacher is rated unsatisfactory or basic, the employee may continue with a provisional status for one more year as determined by the evaluator.

   b. If a new teacher with less than two (2) years in one district in the Washington public school system moves from another district, the provisional status starts again.
   c. Teachers on continuing status in Washington public schools who move into a new district revert to provisional status for the first year of employment in the new district.

Section 5
Support for Basic and Unsatisfactory Employees

1. As soon as it is perceived that a certificated employee's performance may need additional support, the evaluator and employee shall work together to develop a mutually agreeable written plan designed to correct the documented deficiencies. If such a plan cannot be agreed upon, the evaluator shall prepare, deliver, and discuss a plan with the employee. Intervention strategies shall be implemented. These may include:

   a. peer mentoring
   b. mentor teachers
   c. instructional coach
   d. professional development
   e. classroom visitation
   f. framework specialist

Section 6

Inquiry Cycle

1. During each school year, all certificated employees shall be observed for the purposes of collecting evidence within the Inquiry Cycle. The Inquiry Cycle will occur twice within a school year.

   a. For certificated employees on the Comprehensive Evaluation, each inquiry cycle will include three (3) observations. One (1) observation per school year may be outside the instructional setting.
   b. For certificated employees on the Focused Evaluation, each inquiry cycle will include two (2) observations.
   c. The total observation time for each employee during each school year shall not be less than sixty (60) minutes. Each observation must be a minimum of fifteen (15) minutes.

2. New employees shall be observed at least once for a total observation time for a minimum of thirty (30) minutes during the first ninety (90) calendar days of their employment period.

3. The employee and evaluator shall meet for a pre-inquiry conference by October 31st to discuss/determine area(s) of focus and student growth goals. This can be done in a group setting with other employees. The employee and evaluator shall meet for a post-inquiry/pre-inquiry conference by February 15th. Employee and evaluator will meet for second post inquiry conference prior to the May 30th summative scoring deadline.

4. For formal observations, the principal or other evaluator shall provide documentation of the evidence observed to the employee within ten (10) working days.

5. The evaluator may conduct additional informal, unscheduled observations above and beyond these formal observations. Any significant concerns determined by the evaluator shall be communicated in writing to the employee as soon as possible or within ten (10) working days.

Section 7
General Evaluation Procedures

1. Certificated staff members are subject to evaluation in their total assignment, but will not be placed on probation or a plan of improvement based on knowledge of content or curriculum when the staff member is assigned a subject outside his or her certificated endorsement or outside of the subjects, curriculum or grade levels the teacher has taught in recent years. Staff members will not be evaluated on tasks or activities that fall outside the employee's contractual responsibilities.

2. No evaluation will be made without following the minimum observation and/or monitoring as stated herein. Employee and evaluator will schedule the initial observation. Subsequent observations are not required to be scheduled.

3. Any reports, complaints, comments, data or observations submitted to an evaluator by a third party shall be substantiated by the evaluator before being referenced in the written comments section of an evaluation report.

4. The process of evaluation is subject to the grievance procedure of this Agreement. The actual evaluation finding is not a grievable matter.

5. Nothing in this evaluation Article shall prohibit groups of certificated staff members from working with their administrators in mutually seeking and implementing innovative evaluation procedures, provided all provisions of this Article are followed.

6. All evaluations and evaluation conferences are to be completed annually.

Such evaluations and conferences are to be completed no later than May 30 of the year in which the evaluation takes place.

7. After receiving an evaluation report which will be placed in the employee's personnel file, the certificated staff member may submit signed comments concerning his/her evaluation report which shall be attached to the report in his/her personnel file.

8. If the administrator contemplates recommending that a certificated staff member be placed on probation, a complete Comprehensive evaluation report shall be given to the employee at least ten (10) working days before the recommended probation period begins. Probation shall be administered in accordance with state law, RCW 28A.405.100.

9. Employees receiving an Unsatisfactory or Basic on an overall Comprehensive evaluation may request an intervention to be jointly developed and monitored by the employee and the evaluator. The employee shall receive written feedback on progress toward improvement. An employee may request an Association member also attend any meeting to discuss this feedback.

10. Within the scope of the adopted evaluative criteria, all employees shall be guaranteed the right and accept the responsibility to use multiple instructional modalities and techniques in delivery of instruction as appropriate to meet individual needs of students. Any employee may challenge a perceived lack of permissible flexibility in instructional modalities and techniques by discussions in pre-conference and post- conference meetings with his or her evaluator.

Section 8
Comprehensive Summative Performance Rating

1. The evaluating administrator shall complete the Comprehensive Summative Performance Rating and deliver one copy to the employee and one copy to Human Resources Supervisor no later than May 30th of each school year.

2. Basic is not to be considered a negative mark for evaluation purposes unless it becomes a perpetual mark that characterizes lack of effort towards improvement.

3. When an area of deficiency has been identified, the evaluator must address the criteria of concern(s) with the employee, allowing time to make appropriate changes/growth before a final Summative Performance Rating is completed.

4. All performance ratings are derived from a preponderance of evidence based on rubric language. Rubric language will guide the improvement required.

5. At any time after October 31st, an employee whose work is not judged to be satisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies. The evaluator and employee will create a reasonable program for improvement. The Comprehensive Summative Evaluation performance ratings that require a reasonable program for improvement are:

a. Unsatisfactory; or

b. Basic if the classroom teacher is a continuing contract employee with more than five (5) years of teaching experience and if the Basic Comprehensive Evaluation performance rating has been received for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period.

i. During the period of probation, the employee may not be transferred from the supervision of the original evaluator. A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 30th of the same school

year. The probationary period may be extended into the following school year if the probationer has five (5) or more years of teaching experience and has a Comprehensive evaluation performance rating as of May 30th of Unsatisfactory.

ii. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency.
   (a) During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.
   (b) The evaluator may authorize one (1) additional certificated evaluator to evaluate the probationer and to aid the employee in improving his or her areas of deficiency.
   (c) The probationer may request that an additional certificated evaluator assigned by the Olympic Educational Service District selected from a list of evaluation specialists.
   (d) The probationer must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement.
   (e) 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.

c. When a continuing contract employee with five (5) or more years of experience receives a Comprehensive Summative Evaluation performance rating below Level 2 for two (2) consecutive years, the school district shall, within ten (10) days of the completion of the second Comprehensive Summative Evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.
d. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year.

Section 9
Employee Probationary Status (Continuing Employees)

A. Prior to the employer, or her/his authorized representative taking any official action regarding probation, a conference shall be held between the evaluator and affected employee and the employee's designated representative. The superintendent may, at her/his discretion, attend this conference. If the superintendent is the evaluator, he/she shall attend the conference. At said conference the Parties will review and discuss the performance, and the possibility of placing the employee on probation.

B. In the event that the evaluator, after the completion of Section 9, item A, determines to recommend an employee for probation, said evaluator shall make every effort to notify the employee and the superintendent, in writing on or before January 20 but no later than February 1.

C. The evaluator's recommendation for probation shall include the following:

1. All evaluation documents prepared pursuant to this Article.

2. A precise definition of the problem in terms of employee assignment deficiencies based on the evaluation documents and evidence.

3. A precise listing of reasonable expectations delineating what will constitute an acceptable level of performance in the deficient areas.

4. A prescription of remediation which defines courses of action and time-expectations for the affected employee to reach an acceptable level of performance.

5. A prescription for assistance by the employer whereby the employee will be assisted, counseled, and tutored in improving the level of performance to the acceptable level.

D. If the superintendent concurs with the evaluator's recommendations and decision, the superintendent shall place the employee in a probationary status. On or before February 1, the employee shall be given a written notice of said action. The notice shall contain the information provided in Section 9, item C., above. It is further agreed that all such notices shall be consistent with appropriate state statutes and this Agreement.

E. The purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in her/his area of deficiency.

1. Upon the employee's receipt of a probationary letter, written by the superintendent, the evaluator shall hold a conference with the employee to discuss performance deficiencies and the remedial measures to be taken as provided for and documented within the probationary letter. A copy shall be placed in the employee's personnel file, with a copy of the Evaluation Report(s) and Observation Form(s) attached.

2. During the probationary period, the evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the performance progress, if any, made by the employee. All Evaluation Reports shall be made subject to the provision hereby defined in this Article listed under full regular evaluation procedures.

3. The probationary employee may be removed from probation at any time if she/he has demonstrated improvement to the satisfaction of the evaluator in those areas defined in his/her notice of probation.

F. Unless the employee has previously been removed from probation as provided in Section 9, item E. 3, above, the evaluator shall submit a written report to the superintendent with a copy to the affected employee not later than May 1. The report shall identify whether the performance of the employee has improved and shall set forth one of the following recommendations for further action.

1. To remove the employee from probationary status.

2. To non-renew the employment contract of the employee.

G. The superintendent shall review the complete evaluation record of the employee. In the event that the superintendent determines that there exists probable cause or causes to non-renew the contract of the employee due to failure to achieve the necessary improvement, the superintendent shall provide a written notice thereof to the employee with a copy to the Association president on or before May 15 pursuant to the requirements of RCW 28A.405.210 and related statutes.

H. The employer agrees that in the application of this procedure adverse evaluations will only be given when good cause exists.

I. The employer agrees to provide necessary support and assistance to said employees in maintaining an appropriate learning environment within the District.

J. This evaluation procedure will be applied fairly and consistently and, further, no employee shall be evaluated in an area outside the scope of her/his primary designated work assignments as defined in Article IX of this Agreement.

K. Nothing in the Agreement prohibits the Superintendent from performing evaluations and taking action to place an employee on probation or take personnel actions under RCW 28A.404.210, RCW 28A.405.220 or RCW 28A.405.300 based on evaluation findings

Article V
Reduction In Force
(RIF)

Section 1
Procedure

In the event the District determines there is cause for a reduction in the employment force of the District, such reductions shall be made in writing by May 15th of the current school year, or June 15 as provided under RCW 28A.405.210 or RCW 28A.405.220, on the basis of the following criteria which are listed in order of priority

1. Needs of the District, including certification
2. Teaching experience in the State of Washington.
3. Teaching experience in the local district.
4. Horizontal advancement on the salary schedule.
5. Evaluation ratings. If two or more employees have equal experience in criteria #2, #3, and #4, and equal evaluation ratings, a drawing by lot shall be utilized.

Section 2
Employment Pool

Employees whose employment status has been reduced shall be placed in an employment pool for one (1) year and recalled on the basis of the aforementioned criteria. Those employees placed in the employment pool shall receive first priority for the substitution needs of the District.

Article VI
Seniority/ Assignment/ Vacancies and Transfers

A. All employees will be subject to transfer provided they are qualified (as determine by the superintendent) to fill the position. In making transfer decisions, the best interests of the District will also be considered.

B. Employees will be notified concerning their individual assignments as soon as feasible after the determination of the assignment has been made. Notification to employees concerning assignments to include, where applicable, the positions, room or rooms, grade level or class or subject or courses, and other pertinent facts concerning the assignment.

C. When feasible, by May 20 of each school year, the District will post in the school building a list of the known vacancies which will occur for the following school year.

D. Employees who desire a change in grade and/or subject assignment may file a written statement of such desire with the administrative office. Such statements must include the grade(s) and/or subject(s) or position to which the employee desires to be assigned. Employees will be notified in writing of acceptance or rejection. Upon written employee request, reasons for rejection will be given in writing. Such reasons shall be bona fide.

E. In the determination of requests for voluntary reassignment the most qualified person will be assigned to the available position; provided, if qualifications are determined by the superintendent to be equal, the most senior person shall be assigned to the available position.

F. To assure that employees are given every consideration in filling any vacancies or newly created positions which occur within the District, and when it is in the best interest of the District and provided the District can find a replacement, current employees will be given first priority. The following procedure shall be used:

1. All vacancies and new positions shall be publicized to the staff and the Association through written notice which shall be distributed to each employee as far in advance of the date of the opening of any new position or vacancy as soon as possible.

2. For the purpose of this article, seniority shall be defined as:

   - Needs of the district
   - State experience seniority
   - District hiring date seniority
   - Drawing of numbers (lottery tiebreaker)

Article VII
Teacher Work Year

Section 1
Hours

A. The teacher workday shall be seven and one-half (7.5) hours per day, inclusive of a thirty (30) minute duty-free lunch period and preparation period. Teachers shall only be required to supervise instructional activities.

B. The Parties recognize that teachers, as a part of their professional obligations, must devote considerable time outside of school hours to prepare for instruction. The Parties recognize further that in addition to such professional obligations, teachers have a supplemental obligation to participate in a reasonable amount of school-related activities. Teachers will participate in up to four (4) school-related events, designated by the superintendent. To compensate for these days, teachers will be allowed to leave as soon as the buses depart on early release dates associated with the following calendar events: Thanksgiving, winter break, spring break, and last day of school.

C. District will provide time release or compensated time at the teacher per diem rate for committee work and school improvement planning.

Section 2
Calendar

A. Calendar: Prior to the termination of the teacher work year, but no later than May 17, the Association will be provided adequate time to meet with the superintendent or designee and make a final recommendation to the submitted school calendar prior to June 1st. The calendar shall be approved by the June meeting of the School Board.1. (Exhibit E).

B. Budget development: A BEA officer will be given the opportunity to give input during the budget development process.

Section 3
Work Year/ Program Improvement Work

A. Teachers will have a 185-day contract to include:
   i. 180 school days,
   ii. a preparation day before the first day of school,
   iii. a cleanup day after the last day of school
   iv. three district guided professional development days on the three days preceding the setup day, unless administration and teachers mutually agree on other days.

Section 4
Student Discipline

A. In the maintenance of a sound learning environment, the District shall expect each employee to maintain acceptable behavior on the part of all students. Employees shall be required to enforce discipline fairly and consistently. Such discipline shall be consistent with applicable federal and state law, District policies, District handbook and in the interests of students.

B. The District shall support employees in their efforts to maintain discipline and shall give response to all employees' requests regarding discipline problems.

C. Employees shall have access to all Board policies, laws, and regulations relevant to student discipline.

Section 5
Classroom Visitation

To provide patrons of the District and other interested persons the opportunity to visit classroom work stations with the least interruption to the teaching process, the following guideline is established:

Visitors shall check in the school office and obtain a visitors' pass before visiting classrooms or other student areas.

Section 6
Preparation Time

Each teacher shall be entitled to at least forty (40) minutes of preparation time per day within the teacher work day. Such time shall be utilized for the purpose of classroom preparation only. Except in emergency situations, employees shall not be required to accept other responsibilities during the employee's scheduled planning time.

Planning Period Coverage – Each planning period used to cover another teachers class will be paid at a rate of $30.00 (thirty dollars). Except in situations where a substitute cannot be obtained, employees in the bargaining unit shall not be required to substitute nor be responsible for classes or students from classes of other employees absent for an entire day. The District shall make a bona fide attempt to locate substitutes, when the absence is for the entire day and the absence is known in advance by the District.

Teaching a class during preparation period (Super Contract) – In extraordinary circumstances certificated staff may be asked to teach a class during their preparation period, for the entire semester. The District shall make a good faith effort to employ sufficient certificated staff so that the need for a super contract does not happen. Teachers will not be assigned to a super contract without the consent of the teacher and the union (BEA). When a staff member agrees to teach with a "super contract" for a semester, compensation shall be at the teacher's normal LEAP salary step, computed in additional instructional minutes. A super contract teaching assignment will be offered in accordance with best interests of the school district and Washington State HQ criteria.

Section 7
Classroom Budget

Teachers will be provided a minimum of $200 per year for classroom incidental materials. Reimbursement requests need to be submitted by the last day of school. Funds do not carry over to the next school year.

Article VIII
Grievance Procedure

A. Purpose
The purpose of this grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to problems with regard to the expressed terms of this Agreement.

B. Definitions
A grievance is a claim based upon an alleged violation of the collective bargaining agreement and district policy. The claims must, in all cases, be filed within twenty (20) working days in which the employee was affected or had knowledge of the alleged violation.

C. Procedure
Grievances shall be processed as rapidly as possible. The number of days in each step shall be considered as a maximum, and effort shall be made to expedite the process. Time limits under unusual circumstances may be extended with mutual agreement. If at the end of the twenty (20) work days following either the occurrence out of which the agreement arose, or the first date which the grievant should have had knowledge of such occurrence, the grievance shall not have been pursued to have been waived.

1. Step One
An employee with a grievance shall discuss the grievance first with the superintendent. Every effort shall be made to solve the grievance at this level in an informal manner. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor (Exhibit F). Within five (5) working days after the written grievance is presented, the superintendent shall render a decision thereon, in writing, to the grievant. (Exhibit G)

2. Step Two
If no settlement is reached at Step Two within the specified or agreed time limits, the grievant may, through the superintendent, request that the grievance be heard before the Board of Directors of the Brinnon School District. In any event, such hearing shall be held within thirty (30) working days from the date on which the superintendent received the request for a hearing before the Board. The Board of Directors shall, within ten (10) working days after the hearing, render a written decision to the grievant.

3. Step Three
If the grievant is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance, only at the option of the Association may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the superintendent written notice of its intention to arbitrate within twenty (20) days of receipt of the written disposition to the Board.

   a. Arbitration Costs
   Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if any, shall be shared equally by the Parties.

   b. Jurisdiction of the Arbitrator
   The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. The arbitrator shall confine his inquiry and decision to the specific area of the contract as cited in the grievance form. The arbitrator shall have no power or authority to rule on any of the following:

1. The termination of services of or failure to re-employ any provisional employee.

2. The termination of services of or failure to re-employ any employee to a position on the supplemental salary schedule.

3. Any matter involving employee evaluation except procedural matters. It is understood that application of the evaluation criteria and the performance rating are not grievable matters.

4. Any matter involving employee probation procedures, discharge, non-renewal or reduction-in-force.

D. Time Limits

1. The time limits provided in this Article shall be strictly observed unless extended by written agreement of the Parties. Failure of the grievant to proceed with her/his grievance within the time limits herein provided, shall result in the dismissal of the grievance.

2. Failure of the board or its representatives to take the required action within the time limits provided herein, shall entitle the grievant to proceed to the next step on the grievance process.

E. Scope of Procedure

Absent mutual agreement of the Parties within ten (10) days on the source of an arbitrator and the rules under which she/he will function, the arbitrator shall be chosen from the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA) panel.

F. Exclusions from grievance.

The following areas shall be exempt from grievance procedure:

1. Evaluation content.

2. Non-renewal, probation and discharge of an employee.

Article IX
Release from Contract

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

1. A letter of resignation must be submitted to the superintendent's office.

2. A release from contract after June 1 shall be granted provided a letter of resignation is submitted prior to that date.

3. A release from contract shall be granted upon the teacher's request in case of illness which may make it impossible for the teacher to do an adequate job in fulfilling District responsibilities.

Article X
General Provisions

A. Credits earned for professional preparation must be completed by August 31 of each year and official transcripts verifying credits earned must be registered with the District by November 1 in order to be applicable on the salary schedule for the current school year.

B. One –twelfth (1/12) of the employee's annual salary shall be paid on or before the last non-holiday weekday of each month or prorated from the date of hire.

C. Should an employee contract be terminated by mutual consent during the school year, the employee will receive a full salary which bears the same ratio to the whole salary, provided the number of days of service performed by the employee bears to the total number of contractual days in the employee's work year as established by the Board of Directors

D. If approved by the Administrator, employees utilizing their private automobile to travel on authorized school business shall be compensated at the Washington State rate.

E. Monthly contract compliance meeting will include review of employee forms. Any alterations of said forms will be mutually agreed upon by the district and the association when possible

Article XI
Exhibits

Exhibit A – Policy 3241 & Procedure 3241P Classroom Management Discipline and Corrective Action

Exhibit B – School Calendar

Exhibit C – Complaint by Aggrieved

Exhibit D – Decision of Superintendent

Exhibit E –2018 - 2020 Brinnon District Certified Salary Schedule

Exhibit F – Supplemental Employee Contract

Exhibit G – Administrative Flow Chart

Article XII
Salaries and Insurance

A. The salaries, insurance and any other benefits in this Agreement are entered into, subject to the limitations and funding of Washington State law and the Appropriations Act in effect when the salaries, insurance and other benefits are payable.

B. It is the intent of the Employer and the Association to comply with the limitations imposed by Washington State law and the Appropriations act in effect when the salary is payable. No provisions of this Agreement shall be interpreted or applied so as to place the employer out of compliance with the salary limitations imposed by state law or to cause a salary increase to be paid in excess of the increase funded by the state.

C. In the event a state agency determines that the District is out of compliance with state law or the State Appropriations Act in effect when the salary is payable, or if the District makes payments there under in excess of the salary increase funded by the state, then the District may reduce the increase on the base salary to bring the district in compliance.

Article XIII
Benefits

The District shall provide the state-funded amount per month per full-time equivalent (FTE) employee for medical, dental and optical benefits. Employees working less than full-time shall have their insurance benefits pro-rated according to their FTE status. The District agrees to provide employees' access to IRS Code, Section 125 for medical premiums only. The parties agree to a pooling concept allowing for the full utilization of the state-funded amount per FTE employee.

The Parties will meet to determine the best method of distribution of the above funds.

The parties agree that effective January 1, 2020, this provision will expire and health insurance benefits will be provided to employees through the school employees' benefits board program.

Article XIV
Reimbursement for Approved Professional Development

The District hereby establishes a program of reimbursement for approved professional development in accordance with the following criteria:

1. Funds not already prepaid by the District may be reimbursed to an employee during any contract year for the cost of registration/tuition for previously approved professional conferences, workshops, or in-services.

2. All requests for reimbursement must be approved prior to enrollment in the development activity. In determining whether or not to approve a request for reimbursement, the administration shall consider whether the request being made would help the applicant better meet District goals and/or be directly related to the courses being taught by the applicant, and/or would help the applicant to better achieve goals established in the applicant's professional growth plan.

3. Verification of attendance and successful completion of the development activity and receipts of payment must be presented to the District within a month of attendance.

Article XV
Finality of The Agreement

It is agreed between the Parties that this Agreement constitutes the entire Agreement between the Parties hereto and no settlement, promise, past practices, or inducement which are not contained herein shall be binding or acknowledged. Provided, further, that this Agreement may not be enlarged, modified or altered except with written consent of all Parties. Further, this Agreement may be reopened only at the mutual approval of the Parties and after written notice has been received. Such notice shall include specific areas to be reopened.

Article XVI
Duration

A. This Agreement will become effective upon ratification by the Association and followed by the Board of Directors. The Agreement shall remain in effect from September 1, 2018 – August 31, 2020
B. .Negotiation for a successor Agreement shall commence in 2020 ninety (90) calendar days prior to the termination of this Agreement.
C. Upon request of either party, the selection of provider(s) of health insurance plans through December 31. 2019, and any impacts of the transition of health insurance to the school employees' benefits on January 1, 2020 may be reopened for negotiation ninety (90) days prior to September 1, 2019.

Article XVII
Ratification of The Agreement

Approved and ratified by the Board of Directors, Brinnon School District, as recorded in the minutes of the Board's meeting on _____ and by the Brinnon Education Association as agreed to by the Associations representatives on August 11, 2018.

Signature Page

Lisa Johnston, Brinnon Education President — Date: 9-7-18

Mary Fickett, Brinnon School Board Member — Date: 9/18/18

Ron Stephens, Brinnon School Board Vice-Chairperson — Date: 9-18-18

Joe Baisch, Brinnon School Board Member — Date: 9/18/18

William Barnet, Brinnon School Board Chairperson — Date: 9/18/18

Shirley Towne, Brinnon School Board Member — Date: 9/18/18

ATTEST: Patricia Beathard, Brinnon School Superintendent/Secretary to the Board
Date

Exhibit A

Policy 3241 to be approved at September 2018 board meeting

Brinnon School District #46
2018/2019

August 2018

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	**29**	**30**	31	

September 2018 (18)

Su	M	T	W	Th	F	Sa
						1
2	**3**	4	5	6	~~7~~	8
9	10	11	12	13	14	15
16	17	18	19	20	~~21~~	22
23	24	25	26	27	28	29

October 2018 (23)

Su	M	T	W	Th	F	Sa
30	1	2	3	4	~~5~~	6
7	8	9	10	11	12	13
14	15	16	17	18	~~19~~	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018 (19)

Su	M	T	W	Th	F	Sa
				1	~~2~~	3
4	5	6	7	8	[9]	10
11	**12**	13	14	15	16	17
18	19	20	~~21~~	**22**	**23**	24
25	26	27	28	29	~~30~~	

December 2018 (15)

Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	~~21~~	22
23	**24**	**25**	**26**	**27**	**28**	29

January 2019 (17)

Su	M	T	W	Th	F	Sa
30	**31**	**1**	**2**	**3**	**4**	5
6	7	8	9	10	~~11~~	12
13	14	15	16	17	18	19
20	**21**	22	23	24	~~25~~	26
27	28	29	30	31		

	August	
29,30	Teacher In-Service	
	September	
3	Labor Day (No School)	
5	First Day of School	
7,21	Early Release 11:00: Teacher In-Service	
	October	
5,19	Early Release 11:00: Teacher In-Service	
	November	
2	Early Release 11:00: Teacher In-Service	
9	End of 1st Quarter	
12	Veterans Day Observed (No School)	
14 - 16	Early Release 11:00: Parent/Teacher Conferences	
21	Early Release 11:00: Thanksgiving Break	
22-23	Thanksgiving Break (No School)	
30	Early Release 11:00: Teacher In-Service	
	December	
21	Early Release 11:00: Winter Break	
24-28	Winter Break (No School)	
	January	
Dec 31-Jan 4	Winter Break, New Year's Day (No School)	
11, 25	Early Release 11:00: Teacher In-Service	
21	MLK, Jr. Day (No School)	
28	No School; Snow Make-up Day, if needed	
	February	
1	End of 2nd Quarter	
8, 22	Early Release 11:00: Teacher In-Service	
18	Presidents Day (No School)	
	March	
8, 22	Early Release 11:00: Teacher In-Service	
29	Early Release 11:00: Spring Break	
	April	
1 - 5	Spring Break	
12	End of 3rd Quarter	
17 - 18	Early Release 11:00: Parent/Teacher Conferences	
19	Early Release 11:00: Teacher In-Service	
	May	
10, 31	Early Release 11:00: Teacher In-Service	
24	Snow Make-up Day, if needed	
27	Memorial Day (No School)	
	June	
7	Early Release 11:00 Teacher In-Service	
14	End of 4th Quarter; Early Release 11:00: Last Day of School	

February 2019 (19)

Su	M	T	W	Th	F	Sa
					[1]	2
3	4	5	6	7	~~8~~	9
10	11	12	13	14	15	16
17	**18**	19	20	21	~~22~~	23
24	25	26	27	28		

March 2019 (21)

Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	~~8~~	9
10	11	12	13	14	15	16
17	18	19	20	21	~~22~~	23
24	25	26	27	28	~~29~~	30

April 2019 (17)

Su	M	T	W	Th	F	Sa
31	**1**	**2**	**3**	**4**	**5**	6
7	8	9	10	11	[12]	13
14	15	16	17	18	~~19~~	20
21	22	23	24	25	26	27
28	29	30				

May 2019 (21)

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	~~10~~	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	**27**	28	29	30	~~31~~	

June 2019 (10)

Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	~~7~~	8
9	10	11	12	13	~~[14]~~	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

July 2019

Su	M	T	W	Th	F	Sa
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

~~ ~~ 11:00 Early Release

11:00 Early Release Parent/Teacher Conferences

No School Snow Make-up Days

[ ] End of Quarter

School Board Approved

Form: **Complaint by the Aggrieved**

Form distribution: **Immediate Supervisor**
Brinnon School Education Association President
Grievant

Complaint by the Aggrieved

Grievant Name: _____ Date of formal presentation: _____

Immediate Supervisor: _____ Phone: _____

Subject area or grade: _____ Years in school system:_____

Association representative: _____

Statement of Grievance

_____

_____

_____

_____

_____

Relief Sought

_____

_____

_____

_____

_____

_____

Signature of Grievant

_____

Form: **Decision by Superintendent**

Form distribution: **Brinnon Education Association**
Grievant

Decision of Superintendent

(to be completed by the superintendent within 10 days of receipt of grievance)

Grievant Name: _____

Date of oral presentation: _____

Date of appeal received by superintendent: _____

Date of hearing held by superintendent:_____

Subject area or grade: _____ Years in school system:_____

Association representative: _____

Decision of Superintendent and Reasons

_____

_____

_____

_____

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Signature of Superintendent

_____

EXHIBIT F

BRINNON SCHOOL DISTRICT
2018 - 2020 Certified Salary Schedule

Years of Service	Base Salary: BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 OR Ph.D.
0	40,760	41,861	43,001	44,145	47,813	50,175	48,868	52,536	54,901
1	41,309	42,425	43,580	44,773	48,480	50,829	49,411	53,117	55,466
2	41,831	42,958	44,126	45,411	49,107	51,481	49,958	53,653	56,028
3	42,370	43,508	44,688	46,014	49,703	52,134	50,476	54,162	56,595
4	42,898	44,086	45,273	46,645	50,356	52,805	51,020	54,730	57,181
5	44,836	45,336	45,836	47,285	50,981	53,480	51,572	55,270	57,768
6	45,399	45,905	46,412	47,933	51,612	54,123	52,138	55,818	58,328
7	46,396	46,914	47,431	49,035	52,768	55,349	53,199	56,931	59,513
8	47,900	48,434	48,968	50,705	54,488	57,164	54,867	58,652	61,327
9		50,041	50,593	52,392	56,264	59,031	56,553	60,428	63,195
10			52,237	54,166	58,090	60,949	58,329	62,254	65,112
11				55,992	60,002	62,918	60,155	64,166	67,080
12				57,760	61,965	64,968	62,053	66,127	69,132
13					63,975	67,068	64,018	68,138	71,231
14					65,996	69,247	66,040	70,291	73,411
15					67,713	71,049	67,757	72,118	75,320
6 or more					69,067	72,469	69,111	73,560	76,825

Memorandum of Understanding
between the
Brinnon Education Association
and the
Brinnon School District

Health Care Benefits
Under ESSB 5940

To implement the changes in the law created by ESSB 5940, the parties enter into the following agreement. Except as specified below, all other terms and conditions of the collective bargaining agreement remain in force.

Additional Benefits
In addition to the benefits described in the collective bargaining agreement, the following health insurance plans will be offered.

1. *WEA Select High Deductible Health Plan*

2. Health Savings Account (HSA). This account will be made available by the District through the same provider that currently supplies the Section 125 Flexible Spending Account (FSA) available to bargaining unit members. Additionally, a Limited FSA plan, applicable only to dental, orthodontia, and vision, will be offered as an option for those members who have selected a High Deductible Health Plan in order to be compatible with an HSA in accordance with IRS code.

3. *WEA Select EasyChoice Plan*, with a new rate structure designed to require an employee premium share that are no greater that the premium share experienced by state employees during the state employee benefits year that started immediately prior to the school year.

These plans will be offered to bargaining unit members no later than the first day of the month following the earliest date on which the plans become available to the district.

Open, Competitive Process
In that the above plans must be offered within a short time frame, and state agencies have not yet developed the rules and guidelines that describe the requirements or mechanism for such a process, the parties agree to defer any bidding process to a future year. A process will be negotiated between the parties at a future date following the publication of such rules and guidelines that will be in compliance with the law and will involve the Association and the District as equal partners.

Progress toward a 3:1 Premium Ratio

The parties agree to explore options for making progress toward a 3:1 ratio between family and single rates in the future, following the publication of relevant state regulations and guidelines. As a part of this effort, future consideration will be given to plans with modified rate structures that create progress toward the target ratio, modifications to pooling arrangements, and other potential methods.

SUPPLEMENTAL CERTIFIED CONTRACT

THIS SUPPLEMENTAL CONTRACT is made by and between the Board of Directors of Brinnon School District No. 46, Jefferson County, Washington, ("District", herein) and _____ ("Employee" herein).

1. Employee is hereby employed by the District during/after the _____ school year to perform those supplemental services identified in paragraph 2 below, which services are not covered by the basic employment contract between the District and Employee.

2. Description of supplemental duties:

   _____

   _____

   _____

   _____

3. Employee shall be compensated as follows for the performance of said supplemental services:

   a. Total compensation of $_____ or per placement on the District salary schedule based on official documentation submitted. Paid in ____ equal payments.

4. Pursuant to the provisions of RCW 28A.400.200, this supplemental contract is not subject to the continuing contract provisions of RCW 28A.405.240 and shall automatically terminate at the end of the assignment identified above.

BY ORDER OF THE BOARD OF DIRECTORS

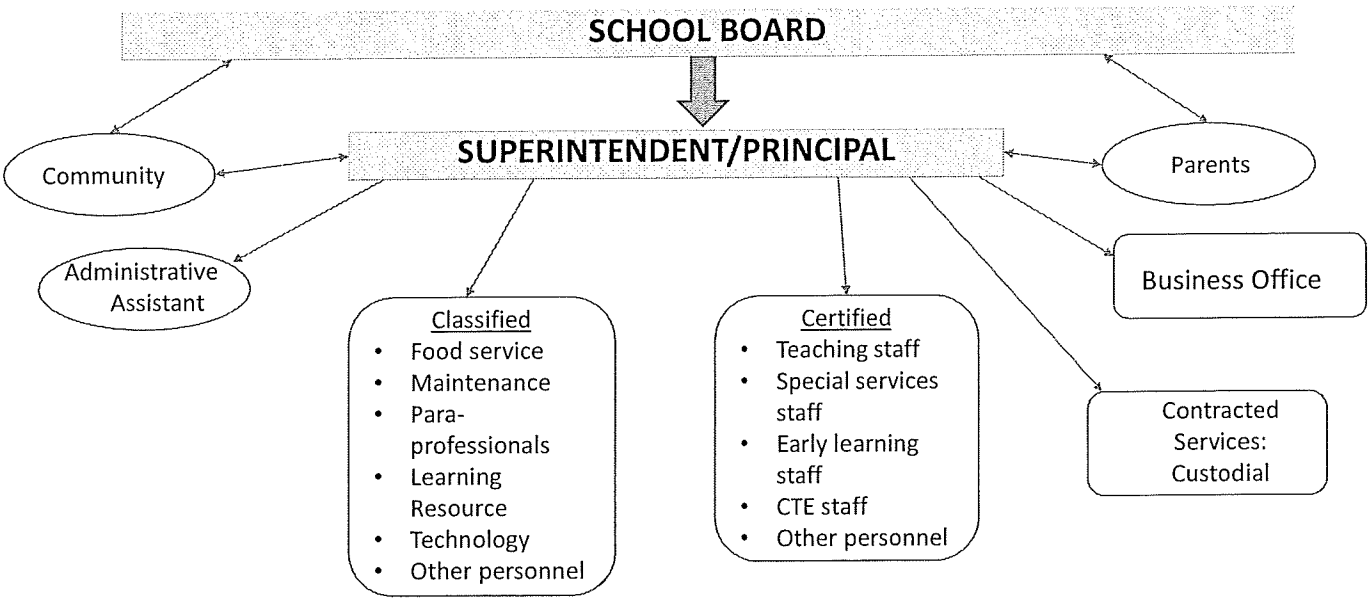
_____ _____

Secretary to the Board Employee's Signature

_____

Date

BRINNON SCHOOL DISTRICT ADMINISTRATIVE FLOW CHART



Duration of Agreement
This memorandum of understanding will be in effect from the date of its signature until the expiration of the collective bargaining agreement that is applicable to the 2018-2020 school years.

Agreed on the 7th day of September, 2018

Patricia Beathard, Brinnon School Superintendent, Secretary to the Board

Lisa Johnston, Brinnon Education Association President