

**MASTER AGREEMENT**  
**BETWEEN**  
**BREWSTER SCHOOL DISTRICT NO. 111**  
**AND**  
**BREWSTER EDUCATION ASSOCIATION**

**SEPTEMBER 1, 2021**  
**THROUGH**  
**AUGUST 31, 2024**

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## PREAMBLE

THIS AGREEMENT is entered into by and between the Board of Education of Brewster School District and Brewster Education Association. It has been negotiated pursuant to RCW 41.59.

The purpose of this Agreement is to provide for orderly relations between the District and the Association and to set forth the hours, salaries, and other terms and conditions of employment of employees.

## ARTICLE I ADMINISTRATION

### Section A. Definition of Terms

As used in this Agreement, the following terms shall have the following meanings:

1. The term "**District**" shall mean Brewster School District No. 111, Brewster, Okanogan County, Washington.
2. The term "**Board**" shall mean the Board of Directors of Brewster School District No. 111 as the governing body of the "District."
3. The term "**Association**" shall mean Brewster Education Association, which is affiliated with the Washington Education Association and the National Education Association.
4. The term "**Employees**" shall mean those certificated employees for whom the Association is recognized as the exclusive bargaining agent.
5. The term "**Parties**" shall mean the District and the Association.
6. The term "**Agreement**" shall mean this collective bargaining agreement, which shall be signed by the parties.
7. The term "**day**" shall mean any day the District business office is open for business with the public.
8. The term "**Superintendent**" shall mean the chief administrative officer of the District.
9. The term "**President**" shall mean the chief elected officer of the Association.
10. The term "**contract**" shall mean the individual contract issued to and signed by each employee in accordance with RCW28A.405.210
11. The term "**supplemental contract**" shall mean that contract issued and signed in accordance with RCW 28A.405.240

### Section B. Recognition

1. The Board recognizes the Association as the exclusive bargaining agent for all certificated employees, excluding the chief administrative officers of the District, confidential employees, principals, vice principals, persons whose jobs are principally supervisory or administrative and substitute teachers, provided that any substitute teacher who has worked thirty (30) or more days during a calendar year, and who continues to be available for employment, is considered to be a regular part-time employee and is included in the bargaining unit, and further provided that any

substitute teacher who replaces an employee for twenty (20) or more consecutive days in the same position is also considered to be a regular part-time employee and is included in the bargaining unit.

For purposes of this Agreement, persons who meet the requirements of the 20/30 rule set out above, shall be known as "long-term substitutes". Such long-term substitutes shall be covered by this Agreement, except for the following provisions:

- Article II, Section A. Dues Deduction
- Article III, Section C. Due Process
- Article III, Section E. Employment, Assignment, Transfer, and Vacancies
- Article IV Evaluation and Probation
- Article V Staff Reduction and Recall
- Article VII Leaves (provided sick leave rules shall apply to "20 rule" long-term substitutes on a fixed term contract.
- Article VIII Fiscal

2. The Board agrees not to recognize any certificated employee's organization as the bargaining agent for certificated employees or to negotiate with such an organization on wages, hours, terms and conditions of employment unless such other organization is certified by the Public Employment Relations Commission as the exclusive bargaining agent for certificated employees.

### **Section C. Status of Agreement**

1. All wages, salary increases and fringe benefits shall accrue as of the effective date of this Agreement, as specified in Article VIII.
2. Rules, regulations, policies and resolutions of the District which are not in conflict with this Agreement shall not be affected by this Agreement. This Agreement shall be controlling in the event there are inconsistencies, or conflicts with rules, regulations, policies, and resolutions of the District.

### **Section D. Conformity to Law**

This Agreement shall be governed and construed according to the Constitution and the laws of the State of Washington. If any provision of this Agreement is found to be contrary to law by judicial or administrative ruling, the remaining provisions of this Agreement shall continue in full force and effect and be binding upon the parties. If any provision of this Agreement is held contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible, provided however, that the obligation of the parties to commence negotiations shall not preclude the Board from taking action in order to meet specific statutory time requirements.

### **Section E. Individual and Supplemental Contracts:**

All individual and supplemental contracts shall be consistent with this Agreement. In the event there are inconsistencies between such contracts and this Agreement, this Agreement shall be controlling.

1. Individual Contracts: Individual contracts shall contain language which states that they are subordinate to this Agreement and its successor Agreements.
2. Supplemental Contracts: Supplemental/stipend contracts shall be for one year only. The District shall notify returning certificated employees no later than September 5 each year of the supplemental/stipends contracts they are offering that certificated employee for the following school year. That date may be extended until September 5 if the termination of the supplemental contract is for financial reasons. Certificated employees shall notify the District by September 15 if they are

accepting the Board's offer of supplemental contract(s). The District may offer supplemental contracts which are conditional on minimum student turnouts for the proposed activity. Should the District notify any certificated employee after September 5 that their supplemental contract is not being renewed, said certificated employee shall have two (2) weeks from the date of such notice to notify the District they are resigning employment with the District. Such resignation shall be accepted without penalty, notwithstanding other sections of this contract.

#### **Section F. Distribution of Agreement:**

Within thirty (30) days following ratification and signing of this agreement, the District shall make available to the Association electronic copies of this agreement so that each certificated employee may have access to an electronic copy. The Association shall have and assumes responsibility to distribute copies of said Agreement to employees. Prior to printing or reproduction of this Agreement, a printer's proof or master copy shall be made available to the Association for proof reading. The District shall provide a copy of the agreement to new employees upon issuance of the employee's individual contract. Applicants for employment within the bargaining unit shall be given an opportunity to inspect a copy of this Agreement.

#### **Section G. Joint Meetings**

Association and District representatives shall meet at least one time per month unless it is mutually agreed to reschedule. The meetings will be held in alternating locations (school buildings and the district office) at times outside the workday and places mutually determined by the parties. The purpose of the meetings is to review and discuss matters of mutual concern in order to form the basis for mutual problem identification and problem solving.

No later than the May meeting of each year, the parties will determine by mutual agreement the scheduling and use of the Professional Learning Time (PLT) days for the following school year as set out in Article VIII, Section B. Work Year.

#### **Section H. Drug and Alcohol Testing**

In the event the District has reasonable cause to suspect that an employee may be under the influence of alcohol or illegal drugs while performing the responsibilities of his/her employment with the District, the District shall have the right to require that such employee subject him/herself to drug and/or alcohol testing. The complete cost of such testing shall be at District expense. In the event that the test results are positive, the employee is entitled to a second test to be conducted as soon as possible. The second test shall be at the employee's expense unless the results of the second test contradict the results of the first test, in which case, the District shall pay for the second test. In the event that an employee asserts that they are taking prescription drugs under the care of a licensed physician, they shall be afforded the opportunity to furnish appropriate documentation, before any action is taken by the district.

In the event that testing remains positive, the District shall follow the requirements of the Just Cause provision of the agreement. The employee shall be afforded the right to request and be granted reasonable diagnosis, treatment, and rehabilitation without jeopardizing his/her job rights or security. The District will respect the employee's right to privacy, dignity and security, and strict confidentiality will be observed at all times.

## **ARTICLE II BUSINESS**

### **Section A. Dues Deduction:**

1. During the term of the Agreement, the District agrees to deduct from the wages of each certificated employee who is a member of the Association, a sum certified by the Association each month as dues, provided that the District has received a written authorization from each such employee authorizing such deduction. The District agrees to forward the sum so deducted to the Association once each month in accordance with the District disbursement procedures. Payroll deduction shall also be available for members who wish to contribute to WEA-PAC and the NEA Fund for Children and Public Education. Membership may be revoked following the process outlined on the membership form.
2. The Association agrees to provide the District with updated membership lists and dues schedules to reflect any changes arising during the term of this agreement. The Association agrees to and shall indemnify, defend and hold the District harmless against any suit instituted or against any claims made against the District on account of any payroll deductions for the Association. In the event of such suit, the Association may select an attorney of their choosing to defend such action. The Association agrees to refund to the District any amounts paid to the Association in error.
3. The District recognizes that the members of the Association provide the necessary funds to carry out the duties of the Association in representing all members of the bargaining unit as required by statute.

### **Section B. Other Deductions**

The District agrees to deduct from the salary of employees, who voluntarily agree to join the union, premiums for those insurance and annuity programs which have been approved by the Association and the District upon receipt of written authorization from each such employee. The sums which are deducted as premiums for approved insurance and annuity programs shall be forwarded in accordance with the written authorization.

### **Section C. Management Rights**

1. The management and conduct of the business of the District, including the employment assignment, direction, and management of all employees are the exclusive rights and responsibilities of the District. Such rights shall not be exercised in a manner which is contrary to or in conflict with this Agreement.
2. In the exercise of its rights of management, the district, through its Board of Directors, has the right to amend existing policies, rules, and regulations and to adopt new policies, rules, and regulations necessary for the proper conduct of the business of the District, provided the same are not in conflict with the express provisions of this Agreement or the laws of the State.

### **Section D. Association Rights:**

1. Use of Buildings: The Association shall have the right to use School District buildings for the purpose of having meetings and transacting business, provided that such meetings do not interfere with the District educational program. The Association shall reimburse the District for any extra custodial costs resulting from the use of such buildings. All meetings shall be held outside the regular employee workday. Association meetings shall not conflict with other pre-scheduled meetings for the facilities requested, and shall be scheduled through the district office under the same procedure as applied to other public and civic groups.



2. Posting Notices: The Association shall have the right to post notices of Association activities and business in the faculty lounges available in the District, provided that such Association communications are identified as Association communications and initialed by the building representative posting the same and a copy of said notice has been provided in advance to the building administrator.
3. Information: Upon written request the District shall furnish the Association with one copy of the following documents:
  - a. Annual budget reports
  - b. Monthly financial statements
  - c. One copy of the District Directory of Employees
  - d. Agendas and Minutes of all Board meetings
  - e. A data sheet designating the salary placement of each member of the bargaining unit.
  - f. The District's proposed budget (prior to Board action)
  - g. The District's adopted budget

Upon written request, the District shall provide the Association with copies of other public records kept by the District. The Association shall reimburse the District for the cost of reproduction, at the rate established by the Board for copies to the public. Such copies shall be provided in a timely manner.

Additionally, by October 15 each year, the District shall provide the Association with a list of names of all employees and their contact information including the name, assignment, work site, FTE, salary schedule placement and home address. The District will also include the names of any bargaining unit members who are on a leave of absence and the duration of such a leave. When new employees are hired following the report, the District will provide the information listed above within five (5) business days after Board approval.

4. Conducting Association Business: The Association and its representative shall have access to District buildings and certificated employees for the purpose of conducting Association business, provided that such access shall not be utilized in a manner which shall interfere with the District educational program, and shall not be utilized at times when personnel involved have contractual assignments. The BEA building rep must notify the building office if wanting to bring in a resource person for the members. If the building supervisor believes the time of the visit will interfere or interrupt normal school operations, a more appropriate time will be suggested by the building supervisor.
5. Use of Mail Boxes: The Association may use teacher mail boxes and email located within school buildings within the District, provided that such use does not interrupt or interfere with the utilization of those mail boxes by the District for official District business. The Association shall not use the mail system for any political purposes. Should any misuse of the system occur, either intentional or unintentional, the Association agrees to hold the District harmless as a result of such error.
6. Use of Equipment: The Association may use District equipment, including but not limited to typewriters, classroom computers, audio-visual equipment, duplicating machines, and supplies located within school buildings within the District, provided, that
  - a. Such use does not interfere with utilization of the equipment by the District
  - b. If equipment use is more than minimal the Association shall reimburse the District for all costs related to the use of such equipment (Such costs shall include paper materials, personnel time, and equipment lease charges.)
  - c. Use of District equipment and supplies shall be under the supervision of the building administrator or his/her designee.

7. The BEA shall have the right to select an Association representative to serve on building/district finance and/or levy committees.
8. New Employee Access: The district will provide BEA reasonable access to new employees as defined by law. This access may be during the New Employee Orientation sponsored by the district or at another mutually agreed upon time and location. The BEA meeting with new employees shall be for a minimum of 30 minutes and is not mandatory for new employees to attend.

### **ARTICLE III EMPLOYEE RIGHTS**

#### **Section A. Organizing:**

Employees shall have the rights to self-organization, and to form, join and/or participate in collective bargaining through representatives of their own choosing.

#### **Section B. Non-Discrimination:**

Neither the District, nor the Association shall discriminate against any employee on the basis of race, creed, color, sex, national origin, religion, age, veteran or disabled veteran status, marital status, gender preference, or because of the presence of any sensory, mental or physical disability with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the disabled person or others.

#### **Section C. Due Process and Just Cause**

1. No employee shall be disciplined without just and sufficient cause. Disciplinary action shall mean any administratively-scheduled meeting which includes progressive disciplinary action toward an employee. The employee shall be allowed to have an Association representative of his/her choosing during any disciplinary action. The specific grounds forming the basis for any disciplinary action shall be made available to the employee in writing upon request.

When a request by a certificated employee for such representation is made, no action shall be taken with respect to the certificated employee until such representative of the Association is present. If a disciplinary action requires immediate action, and an Association Representative has been requested by the certificated employee but is not immediately available, the District may act to protect its interests and those of the students and other certificated employees, provided the administrator taking action notify the President, at the earliest time practicable.

2. The District agrees to follow a policy of progressive discipline. Such a policy may include, but is not required to include: verbal warning, written reprimand, suspension with pay, suspension without pay, termination.

#### **Section D. Complaint Procedure**

1. Procedural Requirement: Any written complaint by a third party regarding an employee made to any member of the administration which may lead to a disciplinary action shall, within five (5) days of receipt of the complaint by an administrator, be processed according to this procedure.

Step 1. PRINCIPAL: The employee's principal shall meet with the employee to apprise the employee of the full nature of the complaint. They shall attempt to resolve the matter informally.

Step 2. **PRINCIPAL AND COMPLAINANT:** In the event a complaint is unresolved at Step 1, the employee shall request a conference with the complainant and the principal to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed on, the employee may appeal the complaint to Step 3.

Step 3. **SUPERINTENDENT:** At the request of the Employee or principal, any complaint unresolved at Step 2 shall be reviewed by the Superintendent.

The Superintendent shall meet with the principal, the complainant, and the Employee jointly and shall attempt to reach a satisfactory solution to all persons involved. In the event such a solution is found, it shall be reduced to writing and signed by the participants to the conference.

2. Use of Findings: Upon completion of the required steps of the Complaint Procedure the findings may be used in a disciplinary action against that employee.
3. Representation: The employee shall have the right to representation by an Association Representative at any meetings or conferences regarding the complaint beyond Step 1 of the procedure.

### **Section E. Employment, Assignment, Transfer and Vacancies:**

1. The District shall have the right to assign and transfer certificated employees to meet the educational programs and needs of the District, subject to the terms of this Agreement and with notification to BEA.
2. The District shall make every effort to assign certificated employees to work in areas of their competence as determined by their educational background professional experience and certification. In the event it becomes necessary to assign a certificated employee outside his/her area of certification, the District shall do so only in consultation with the employee involved and with notification to BEA.
3. The Superintendent shall notify certificated employees of any changes in their assignment for the ensuing year prior to the end of the school year, provided that in the event that changes in assignment are made subsequent to the end of the school year due to emergency situations or unforeseen circumstances, certificated employees shall be given written notice at least one (1) week before the start of school, if possible.
4. When an involuntary transfer is necessary, the goal is to provide for the best possible placement while minimizing disruption to students and staff. When such transfers are made, they shall be accompanied with a written explanation of the reasons. No employees shall be assigned to a position outside his/her area of competence or his/her academic major or minor, or endorsements without significant support in those area. Employees transferred involuntarily shall be transferred only to a comparable FTE position.
  - a. No employee involuntarily transferred will be found unsatisfactory or basic in their first year in a new position, in ~~the~~ an area of knowledge or content outside their major, minor or endorsement. Employees involuntarily transferred but within their area's of expertise shall be evaluated as per the negotiated agreement.
  - b. If an employee's former position opens within two years of the involuntary transfer, they shall be considered for transfer to that position. This consideration shall be prior to the position being posted. An employee not returned to their former position shall be given the reasons in writing.
5. To assure that certificated employees are given every consideration in filling vacancies or newly created positions which occur within the District, the District shall use the following procedures:

- a. During the school year, certificated employees shall be given notice via email of all vacancies and new positions allowing employees to submit a letter of interest and to be considered for such vacancy or new position. If submitted, the employee will be granted an interview.
  - b. Should a vacancy occur during the summer break, the District shall provide notices to all certificated employees via email. Notice shall be posted on the district website. Employees may elect to be notified by school e-mail or may leave self-addressed stamped envelopes with the district office for notification. The posting period will start the day after the position is posted electronically.
  - c. The notice of vacancy shall clearly set forth the requirements of the District for said position, a job description, and the procedures for applying.
  - d. All vacancies or new positions shall be filled on the basis of qualification for the position. The District shall make every effort to hire the person best qualified for the position. The qualifications that shall be considered by the hiring committee (hiring committees for certificated and administrative vacancies will include one (1) member selected by BEA) include but are not limited to the following criteria; training, endorsement(s), recommended grade placement of certificate, official recommendations, transcripts, background and/or experience, certification, and, if interviewed, the personal interview.
  - e. If the interview team determines that more than one in-district candidates are equally qualified for the position, seniority will determine the selection. If two in-district employees have the same seniority the final tie breaker will be by a coin toss.
  - f. Each employee applying for vacancy or newly created position shall be notified when the position is filled.
6. Certificated employees who desire a voluntary transfer shall file a written request with the Superintendent indicating the grade and/or subject for which they are applying. Certificated employees shall be notified in writing or by personal conference of the action taken upon their transfer request, and the reasons for not granting the request, if it is denied, when vacancy exists. Such notice shall be for information purposes only.

### **Section F. Personnel File**

1. **Access and Copies:** Employees and former employees shall have the right to inspect all contents of their personnel files. Upon request, a copy of any document contained therein shall be given to the employee. No secret, duplicate, alternate, or other personnel file shall be kept. Principals may maintain working files. Any information not addressed with the employee within a two year period will be purged.
2. **Review:** Certificated employees shall have the right to review, initial, copy and attach comments to materials made a part of their personnel files and to be accompanied for review by an Association representative. Appointments for review of files shall be made with the Superintendent or designee.
3. **Confidentiality:** Personnel files of certificated employees are confidential and shall be available for inspection only to supervisory personnel, confidential officials of the District, the individual certificated employee, and the certificated employee's Association Representative (by permission of the employee), unless otherwise required by court order or statute.
4. **Material Bar:** Any derogatory material not shown to an employee within ten (10) days after receipt or composition shall not be allowed as evidence in any disciplinary action against such employee nor be placed in his/her file.
5. If there is a complaint that is found to be unsubstantiated it will not be included in the personnel file.

6. No evaluation, correspondence, or other material making derogatory reference to an employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge.
7. File Inventories: Upon request by the employee and after examination of his/her file by the Superintendent or designee, the Superintendent shall sign a file inventory to verify contents.
8. Removal of Materials: After seven years, upon request of the employee the District may remove and destroy employee's evaluation reports. After three years, upon request of the employee, the District may remove and destroy any adverse materials (excluding evaluation reports) upon which no subsequent action has been taken.

Materials which have been in the employee's Personnel File and are removed pursuant to the above clause may be retained in a separate file in the Personnel Director's office if the material involved one or more of the following:

- a. sexual abuse or misconduct;
- b. sexual contact with students;
- c. violence, excessive use of force, or physical abuse;
- d. racial, ethnic or sexual slurs;
- e. Illegal off duty conduct involving students

### **Section G. Safety**

The District will comply with state and federal regulations with regard to health and safety conditions.

If a hazardous condition should arise, it shall be called to the attention of the Principal for resolution.

A teacher will not be required to perform any duty or act which threatens the teacher's or student's physical safety or well-being except normal risks involved in carrying out teaching and supervision duties.

### **Section H. Harassment**

1. The terms "harass" and "harassment" shall mean words, gestures, (including offensive touching) and/or other actions which:
  - a. threaten or intimidate the individual
  - b. serve no legitimate professional purpose.
  - c. are conducted or communicated for the purpose or effect of substantially interfering with an employee's educational or work performance, or create an intimidating, hostile, or offensive educational or work environment
  - d. are conducted or communicated for the purpose or effect of substantially interfering with an employee's educational or work performance, or create an intimidating, hostile, or offensive educational or work environment.
2. General Harassment Bar: The Parties, including their representatives and members shall not harass each other.
3. The term "sexual harassment" shall mean unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical contact or communication of a sexual nature if:
  - a. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining an education or employment;

- b. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's education or employment; or
  - c. Sexual Harassment Bar: The Parties shall attempt to establish and maintain an environment free from sexual harassment. Sexual harassment shall not be tolerated or condoned.
  - d. False reports, retaliation, and reprisals for harassment and intimidation will constitute a violation of the agreement and discipline will be imposed as appropriate.
4. Investigation: The District shall investigate and take appropriate action, including the possibility of disciplinary action when an individual or group of individuals complains he/she/they have been harassed (including sexual harassment) by a member or members of the District or Association respectively. The Parties shall cooperate in conducting investigations of alleged harassment. Following the investigation, the District shall produce a written report, which shall be shared with the Association, and shall include findings and recommendations.

## **ARTICLE IV EMPLOYEE EVALUATION AND PROBATION**

### **Section A. Purpose**

The purpose of evaluation shall be:

1. To Identify Satisfactory Performance: To identify, in consultation with employees, specific areas in which the professional performance of each employee is satisfactory.
2. To Assist: To assist employees who have identified areas needing improvement in making those improvements.
3. To Remediate: To identify employees whose professional performance is unsatisfactory and for whom remediation is needed.

### **Section B. General Requirements**

1. All formal observations for the purpose of evaluation must be conducted with the knowledge of the employee. The first formal observation must be pre-arranged with the employee. The other observations may be on a drop-in basis.
2. Any item on the post observation report and/or evaluation report that is marked with an "Unsatisfactory" or "Basic" must have supporting statements as to why the rating was given, specific suggestions for improvement, and reasonable time and opportunity for improvement.
3. The employee shall sign the District's copy of the written observation report and/or written evaluation report to indicate receipt of a copy. Signature of the employee does not indicate agreement with or approval of the report.
4. An employee has the right to submit a written response within one week of receiving a copy of the report. Such response shall be filed with and become part of the evaluation.
5. All provisional employees shall receive their final evaluation no later than May 14 of the school year. Continuing employees shall receive their final evaluations no later than June 1.

### **Section C. Initiating the Evaluation Process**

Within the first fifteen (15) days of each school year, evaluators shall meet with employees to review and discuss the evaluation process, options, criteria and forms. In the case of new employees, hired after the beginning of the school year, such a meeting shall take place within ten (10) days of their reporting to work.

At this meeting each employee shall be given a copy of the Evaluation Option Form, a copy of which is attached to this Agreement as Appendix B. Within ten (10) days following this meeting, each employee shall complete the Evaluation Option Form and return it to his/her evaluator.

### **Section D. Provisional Employees**

The term "Provisional Employee" shall mean any employee who is in his/her first three years of employment by the District, unless the employee has previously completed at least two years of certificated employment in another school district in the State of Washington, in which case the employee shall be subject to nonrenewal of employment contract during the first year of employment with the District in accordance with law. This shall include any employee who is re-employed with the District after a break in service.

1. Frequency of Evaluation: Employees shall be evaluated one (1) time annually during provisional status. The final evaluation shall be completed no later than the end of the school term. Form used is on Eval.
2. Observations: Provisional employees shall be observed for the purpose of evaluation no less than twice for each evaluation and three (3) times in their third year. Each of those two observations shall be no less than thirty (30) minutes in length. All other observations shall be no less than fifteen (15) minutes. Form used is on Eval.

### **Section E. Authority**

Certificated employees shall be evaluated during each school year in accordance with RCW 28A.405.100 through 140, and WAC 392-191A.

The Evaluation System contains both Comprehensive and Focused Evaluation Options for classroom teachers.

### **Introduction – Classroom Teacher**

This section of the Evaluation Article is dedicated to "**Classroom Teachers**". The parties have agreed to adopt the evidence-based instructional framework developed by Robert Marzano. The evaluation procedures set forth herein shall be to improve the educational program by strengthening the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth.

### **Section F. Comprehensive Evaluation**

The Comprehensive evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated on the eight (8) state criteria. A teacher must complete a Comprehensive evaluation once every six (6) years.

1. Notification: The teacher will be notified by the 15<sup>th</sup> day of school whether the teacher will be evaluated using the Comprehensive or Focused evaluation process and who will be assigned as the evaluator. Each teacher shall be given a copy of the evaluation criteria, procedures, and any relevant information regarding the web-based evaluation tool used for observation and evaluation purposes.

2. Student Growth Goal Setting:
  - a. The teacher who is on a Comprehensive evaluation will select student growth goal(s) for SG 3.1, SG 6.1, and SG 8.1. These goals shall be developed with input from the evaluator and may be interrelated or 'nested.' This will be completed by October 1.
  - b. Student data that measures growth between two points in time within the current school year shall be used to calculate a teacher's student growth score. The measurements used shall be mutually determined by the teacher and evaluator
  - c. The District will make available and support work during PLC time for all teachers on a Focused or Comprehensive evaluation to engage in activities that support work that may be used to satisfy the student growth requirement defined in Criteria 3, 6 and 8.
3. Pre-Observation Communication: Prior to any scheduled formal observation, the teacher will be given the opportunity to review the objectives and goals of his/her lesson with his/her evaluator.
4. Observations:
  - a. The total annual observation time must be at least sixty (60) minutes. One observation must be a minimum of thirty (30) minutes with each additional observation being a minimum of fifteen (15) minutes, for the 60 minute minimum with Provisional teachers as an exception noted below.
  - b. Provisional teachers shall be observed at least once during the first ninety (90) calendar days of his/her employment period. This observation must be scheduled and must be a minimum of thirty (30) minutes in length.
  - c. The District may offer a continuing contract to provisional employees after two (2) years of evaluations that are proficient (3) or distinguished.
  - d. A teacher in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three (3) times in the performance of his or her duties. The total observation time for the school year for a third year provisional teacher shall not be less than ninety (90) minutes.
  - e. If there is an area of concern, the evaluator will identify specific concerns in writing within 5 days for the applicable criteria and provide the opportunity to discuss possible solutions. The employee will have five (5) days to respond with conversation, evidence, or artifacts. This five (5) day time will continue until the final observation is complete, using email to notify each other.
5. Post-Observation Communication:
  - a. Following each observation or series of observations, the evaluator will:
    - (1) Document and share the results of the observation in writing or by using the applicable web-based evaluation tool. The district will work toward a draft evaluation form that shows real time information from observations.
    - (2) The teacher and evaluator may request a meeting to review the observation report if desired.
    - (3) If there is an area of concern, the evaluator will identify specific concerns in writing for the applicable criteria and provide specific observable solutions to remedy the concern.



- b. Each classroom teacher will have the opportunity to submit comments, artifacts or evidence to support his/her performance at any time after the observation(s) before final sign off.

6. Preliminary Summative Communication:

Evaluators will communicate teachers' preliminary performance ratings in each of the evaluated criteria areas. Teachers who desire may work with his/her evaluators to arrange for additional observation opportunities to supplement information for his/her final rating. Teachers may request additional observations and/or to provide additional artifacts and evidence if they so choose.

7. Final Summative Communication:

- a. The evaluator will submit to the teacher a copy of the final evaluation no later than May 14. Either party may request a meeting to review the evaluation.
- b. The teacher will sign one (1) original evaluation form for his/her personnel file and be given a copy.

### **Section G. Focused Evaluation**

The Focused evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated on one (1) of the eight (8) state criteria. A teacher must complete a Comprehensive evaluation once every six (6) years.

1. Notification: The teacher will be notified by the 15<sup>th</sup> day of school whether the teacher will be evaluated using the Comprehensive or Focused evaluation process and who will be assigned as the evaluator. Each teacher shall be given a copy of the evaluation criteria, procedures, and any relevant information regarding the web-based evaluation tool used for observation and evaluation purposes.
2. A summative score is determined using the most recent comprehensive summative evaluation score. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the focused criterion, a level 4 (Distinguished) score may be assigned by the evaluator.
3. Student Growth Goal Setting:
  - a. When the teacher selects Criterion 3, 6, or 8 they must complete the embedded student growth components within their chosen criterion only. When the teacher selects Criterion 1, 2, 4, 5, or 7, they must select the student growth components in either 3 or 6 (SG 3.1, SG 6.1). Student Growth Goals and resources used will be developed by the teacher with input from the evaluator. This will be completed by October 1.
  - b. Student data that measures growth between two points in time within the current school year shall be used to calculate a teacher's student growth score.
  - c. The District will make available and support work during PLC time for all teachers on a Focused or Comprehensive evaluation to engage in activities that support work that may be used to satisfy the student growth requirement defined in Criteria 3, 6 or 8.
4. Pre-Observation Communication: Prior to any scheduled observation, the teacher will be given the opportunity to review the objectives and goals of his/her lesson with his/her evaluator.

5. Observations: The total annual observation time must be at least sixty (60) minutes. One observation must be a minimum of thirty (30) minutes with each additional observation being a minimum of fifteen (15) minutes, for the 60 minute minimum with Provisional teachers as an exception noted below. School districts must ensure that all classroom teachers are observed for the purpose of focused evaluation at least twice each year in the performance of their assigned duties. As appropriate, the evaluation of the certificated classroom teacher may include observation of duties that occur outside of the classroom setting.
6. Post-Observation Communication:
  - a. Within Five (5) days following each observation or series of observations, the evaluator will:
    1. Document and share the results of the observation in writing or by using the applicable web-based evaluation tool. The district will work towards a draft evaluation form that shows real time information from observations.
    2. The teacher and evaluator may request a meeting to review the observation report if desired.
    3. If there is an area of concern, the evaluator will identify specific concerns in writing for the applicable criteria and provide specific observable solutions to remedy the concern.
  - b. Each classroom teacher will have the opportunity to submit comments, artifacts or evidence to support his/her performance at any time after the observation(s) before final sign off. The classroom teacher must respond within five (5) days.
  - c. Should an evaluator determine that a teacher should be moved from a focused evaluation to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before December 15.
7. Preliminary Summative Communication: Evaluators will communicate teachers' preliminary performance ratings in each of the evaluated criteria areas. Teachers who desire may work with his/her evaluators to arrange for additional observation opportunities to supplement information for his/her final rating. Teachers may request additional observations and/or to provide additional artifacts and evidence if they so-choose.
8. Final Summative Communication:
  - a. The evaluator will submit to the teacher a copy of the final evaluation no later than June 1. Either party may request a meeting to review the evaluation.
  - b. The teacher will sign one (1) original evaluation form for his/her personnel file and be given a copy.

## **Section H. Support for Basic and Unsatisfactory Employees**

1. When a teacher is at risk of being judged Basic or Unsatisfactory additional support shall be provided and must be specific to support his/her professional development in those areas where improvement is needed. This support may come in the following manner, but is not limited to mentors, coaches, visiting other classrooms, attending professional development opportunities, planning documents, literature, etc.
2. The Association will be notified, with teacher consent, when any teacher will potentially be judged basic or unsatisfactory as soon as this determination made.

## **Section I. Probation**

1. No continuing employee may be terminated for evaluation purposes without being placed on probation.
2. At any time after October 15th, a continuing employee, whose work is judged not-satisfactory based on the Marzano instructional framework evaluation criteria shall be notified in writing of the specific areas of concern along with a reasonable program for improvement. For teachers who have been transitioned to the new evaluation system, "not satisfactory" is defined in Section K. paragraph 12 of this Article.
3. A probationary period of sixty school days shall be established for teachers deemed not satisfactory. 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 15th of the same school year. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than Basic. The probation period may be extended if a teacher has made progress towards being Basic or Proficient and may be able to achieve a satisfactory rating during the extension period.
4. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent and need not be submitted to the board of directors for approval.
5. 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. 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 within the first 30 days of probation may request that additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by the educational service district in which the school district is located. This person shall be selected from a list of evaluation specialists compiled by the educational service district. Such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation. The Association may elect to bring in an outside professional within the first 30 days, to observe, advise, and assist the teacher while on probation.
6. During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district.
7. If a minor 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.
8. 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 this or her initial notice of deficiency and subsequently detailed in his or her program for improvement. A classroom teacher will be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Basic or above for a continuing contract employee with five (5) or fewer years of experience, or of Proficient or above for a continuing contract employee with more than five (5) years of experience.

9. 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 for termination under RCW 28A.405.300 or 28A.405.210
10. 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. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.
11. Not applicable to Provisional Employees: The probation requirements do not apply to Provisional employees. Provisional employees do not have access to probation.
12. The Association will be notified when a member is put on probation.

**Section J. State Criteria and Scoring**

1. State Evaluation Criteria:

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

2. Summative Performance Rating for Comprehensive Evaluation

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:

Rating	Score
Unsatisfactory (1)	8-14
Basic (2)	15-21
Proficient (3)	22-28
Distinguished (4)	29-32

The final score for each criterion will be based on the preponderance of the evidence in each criterion. The individual criterion ratings from all eight (8) criteria will be used in achieving the overall "Summative Performance Rating" in the chart above.

**Section K. Student Growth Impact Rating**

Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG

8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average, or high based on the chart below.

Upon completion of the overall summative scoring process, the evaluator will combine only the student growth rubric scores to assess the classroom teacher’s student growth impact rating. The following scoring band will be used to determine the student growth impact rating.

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

**Section L. Impact of Low Student Growth Score**

A student growth score of “1” in any of the student growth rubrics (SG3.1, SG3.2, SG6.1, SG6.2, SG8.1) will result in an overall low student growth impact rating. A classroom teacher with a preliminary rating of distinguished and with a low student growth rating will not receive an overall rating of higher than Proficient.

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

**Section M. Student Growth Inquiry**

If a teacher receives a low student growth score they must engage in at least one of four activities:

- Examine student growth data and other evidence based on classroom, school, district, and state-based tools; and/or
- Examine extenuating circumstances which may include: goal setting process/expectations, student attendance, and curriculum/assessment alignment; and/or
- Schedule monthly conferences with the teacher to discuss/revise goals, progress toward meeting goals, and best practices; and/or
- Create and implement a reasonable professional development plan to address student growth areas that triggered this inquiry.

**Section N. Definitions**

1. **Artifacts** shall mean any products generated, developed, or used by a classroom teacher during the course of instruction. Artifacts should arise naturally from classroom instruction or practices and should not be created specifically for the evaluation system or at the direction of the evaluator. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
2. **Criteria** shall mean the eight (8) state defined categories to be scored.
3. **Criterion** shall mean one (1) of the eight (8) state defined categories to be scored.
4. **Classroom Teacher** shall mean a certificated employee who provides academically focused instruction to students as defined in WAC 181-79A-140. All classroom teachers shall be evaluated annually using either a Comprehensive or Focused evaluation.
5. **Day** shall mean a teacher work day.
6. **Evaluation** shall mean the ongoing process of identifying, gathering and using information to improve professional performance and make personnel decisions. (WAC 392-191A)

7. **Evaluator** shall mean a certificated administrator who has been trained in observation, evaluation, and the use of the specific instructional framework, the rubrics contained in this agreement.
8. **Evidence** shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework criteria. Evidence should be gathered from the normal course of the essential functions of the job and evaluation criteria. Evidence collection is not intended to be a professional portfolio, but rather a sampling of observed practices and/or data to inform the decision about level of performance.
9. **Formal Observation** - A pre-planned classroom observation with the teacher's prior knowledge.
10. **Instructional Framework** shall mean the adopted evidence-based instructional framework developed Robert Marzano.
11. **Observe or Observation** means the gathering of evidence through classroom visits, other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional rubrics pursuant to this section.
12. **Provisional Teacher** means a teacher in his/her first three (3) years of teaching in Washington State or a teacher who has previously completed at least two (2) years of certificated employment in another school district in the state of Washington and who is in his/her first year of teaching in the Brewster School District.
13. **Student Growth** shall mean the change in student growth between two points in time within the current school year.
14. **Student Growth Data** is assessments used to demonstrate growth must predominately originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.
15. **Not Satisfactory shall mean:**
  - a. **Level 1: Unsatisfactory** – Receiving a summative score of “1” or “**Unsatisfactory**” is not considered satisfactory performance for any teacher.
  - b. **Level 2: Basic** – If the classroom teacher is on a continuing contract with more than five (5) years of teaching experience and if a summative score of “2” or “Basic” has been received two (2) years in a row or during two (2) out of three consecutive years, the teacher is not considered to be performing at satisfactory level.

**ARTICLE IV.a**  
**Non Classroom Educational Employees (Educational Support Staff)**

This section of the Evaluation Article is dedicated to “**Educational Support Staff**”. The evaluation procedures set forth herein shall be to improve the educational program. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. Using the designated form for School Psychologist, School Counselor and Non Classroom Certificated Staff (Support Coaches).

**Section A. Definitions**

1. “**Observation**” shall mean the actual viewing by the evaluator of the employee working in assigned areas during the evaluation process.
2. “**Observation Report**” shall mean a written summary of the observation. Observation reports shall be the primary basis for the Evaluation Report.

3. **“Evaluation”** shall mean a summary of the results of observations of the employee during the evaluation process.
4. **“Evaluation Report”** shall mean that document which becomes a part of the employee’s personnel file.
5. **“Evaluation Criteria”** shall mean that list of criteria set forth in law and such conduct as shall reasonably relate to legitimate school district objectives.
6. **“Evaluator”** shall mean the building or program administrator of the employee being evaluated. Such administrator shall meet the requirements for evaluators set out in law.
7. **“Educational Support Staff”** shall mean the sub-group of employees who are not classroom teachers including but not necessarily limited to Librarians, Counselors, Psychologists, Nurses, Speech/Language Pathologists, Occupational Therapists and Physical Therapists who are subject to this Agreement.

**Section B. Professional Growth Option (PGO)**

The term **“Professional Growth Option (PGO)”** shall mean a voluntary plan by an Educational Support Staff designed to improve the employee’s professional performance according to the criteria set forth below.

1. **Purpose:** The purpose of the PGO is to assist Educational Support Staff in self-guided professional development toward self-selected professional development goals in order to encourage enhancements and improvements in teaching skills, techniques, and abilities. Professional growth is the desired outcome of the PGO. Collaborative interaction is encouraged. PGO is intended to provide employees with support for the risk-taking inherent in trying new ideas. A copy of which is attached to this agreement as Appendix J.
2. **Restricted Use:** PGO may not be used as a basis for determining that a staff member's work is unsatisfactory or serve as the basis for determining that there is probable cause for non-renewal.
3. **Plan:** The PGO plan shall be developed, maintained, and executed cooperatively between the employee and the evaluator. In addition to the plan itself, materials, records, and/or portfolios developed as a result of the employees’ participation in a PGO, shall be the sole property of the employee. The employer may retain one copy for record keeping purposes.
4. **Removal from PGO:** The evaluator or the employee may require the use of the long form evaluation any time prior to the end of the first semester. A change to long form must be preceded by a least one (1) meeting to discuss the need to change, an opportunity for response, and the decision.

**Section C. Educational Support Staff Evaluation**

The evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated based on the appropriate attached evaluation form.

1. **Notification:** The teacher will be notified by the 15<sup>th</sup> day of school whether the teacher will be evaluated using the Comprehensive or Focused evaluation process and who will be assigned as the evaluator. Each teacher shall be given a copy of the evaluation criteria, procedures, and any relevant information regarding the web-based evaluation tool used for observation and evaluation purposes.
2. **Pre-Observation Communication:** Prior to any scheduled observation, the teacher will be given the opportunity to review the objectives and goals of his/her lesson with his/her evaluator.

### 3. Observations:

- a. The total annual observation time must be at least sixty (60) minutes. One observation must be a minimum of thirty (30) minutes with each additional observation being a minimum of fifteen (15) minutes, for the 60 minute minimum with Provisional teachers as an exception noted below.
- b. Provisional teachers shall be observed at least once during the first ninety (90) calendar days of his/her employment period. This observation must be scheduled and must be a minimum of thirty (30) minutes in length.
- c. A teacher in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three (3) times in the performance of his or her duties. The total observation time for the school year for a third year provisional teacher shall not be less than ninety (90) minutes.
- d. If there is an area of concern, the evaluator will identify specific concerns in writing within 5 days for the applicable criteria and provide the opportunity to discuss possible solutions. The employee will have five (5) days to respond with conversation, evidence, or artifacts. This five (5) day time will continue until the final observation is complete, using email to notify each other.

### **Section D. Post Conference**

- a. Following each observation or series of observations, the evaluator will:
  - (1) Document and share the results of the observation in writing or by using the applicable web-based evaluation tool. The district will work toward a draft evaluation form that shows real time information from observations.
  - (2) The teacher and evaluator may request a meeting to review the observation report if desired.
  - (3) If there is an area of concern, the evaluator will identify specific concerns in writing for the applicable criteria and provide specific observable solutions to remedy the concern.
- b. Each classroom teacher will have the opportunity to submit comments, artifacts or evidence to support his/her performance at any time after the observation(s) before final sign off.

### 1. Preliminary Summative Communication:

Evaluators will communicate teachers' preliminary performance ratings in each of the evaluated criteria areas. Teachers who desire may work with his/her evaluators to arrange for additional observation opportunities to supplement information for his/her final rating. Teachers may request additional observations and/or to provide additional artifacts and evidence if they so choose.

### 2. Final Summative Communication:

- b. The evaluator will submit to the teacher a copy of the final evaluation no later than May 14. Either party may request a meeting to review the evaluation.
- b. The teacher will sign one (1) original evaluation form for his/her personnel file and be given a copy.



### **Section E. Use of Evaluation Results**

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

1. To document the satisfactory performance by an employee;
2. To identify area(s) for professional growth; and
3. To document performance by an employee judged to be unsatisfactory, based on established evaluation criteria.

### **Section F. Probation**

At any time after October 15th, a continuing employee, whose work is judged unsatisfactory based their program area criteria shall be notified in writing of the specific areas of concern along with a reasonable program for improvement. The probation process for Classroom Teachers and Educational Support Staff is the same and is outlined in Article IV. Section I. Probation.

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

### **Section A. Board Determination of Program**

If the Board determines that financial resources are not reasonably sufficient for the following school year, the Board shall adopt a modified educational program and identify those certificated employees who shall be retained to implement such a modified program, and those certificated employees, if any, whose contracts shall not be renewed for the next school year. In the event the Board determines that financial resources shall not be sufficient to maintain the educational program at the same level, the Board shall notify the Association in writing of such determination as soon thereafter as possible. An outline of the District's anticipated financial condition shall be included with said notification.

### **Section B. Criteria for Modified Program**

If the District adopts a modified or reduced educational program because of lack of financial resources, the following guidelines shall be taken into consideration in determining the programs and services to be retained, modified or eliminated.

1. The needs of the students, requirements for graduation, requirements for accreditation, and minimum program requirements under state laws and regulations.
2. Where revenues are categorical and depend upon actual expenditure rather than budgeted amounts, every effort shall be made to maintain such programs, where reasonable, to the limit of the categorical support (i.e., vocational education, federally supported programs).
3. Maintenance of pupil-teacher ratios at levels conducive to good learning climate. The severance of certificated employees shall be minimized to the extent possible.
4. Reduction in expenditures, where reasonable and not categorically funded, in capital outlay, supplies and materials, contractual services and travel in an effort to retain as much of the basic educational program as possible within the resources available.

### **Section C. Selection of Certificated Employees**

1. In adopting a reduced educational program, the certificated employees required to implement the modified or reduced educational program or services shall be selected as provided below:
  - a. Normal Turnover: In an effort to eliminate unnecessary nonrenewable or involuntary termination, every reasonable effort shall be made to ascertain the number of certificated positions which shall be open as a result of (a) retirements; (b) normal resignations; (c) transfers; and (d) leaves of absence.
  - b. Certification: Certificated employees retained to implement the modified or reduced educational program shall possess a valid Washington State certificate/endorsement as may be required.
  - c. Majors and Minors: A certificated employee eligible for retention must have the equivalent of a college major or minor in a particular area or in their area of assignment.
  - d. Seniority: When more than one (1) certificated employee qualifies for a position under the above criteria, the certificated employee with the greatest seniority as a certificated employee within the State of Washington shall be retained first.
2. If it is necessary to give notice of non-renewal to certificated employees under these procedures, the District shall prepare and distribute to all certificated employees, prior to implementation thereof, a list ranking each certificated employee from the greatest to the least seniority in each specialty area for which they qualify.

### **Section D. Employment Pool**

1. Application: Any certificated employee receiving a notice of non-renewal of contract pursuant to these provisions shall be placed in an employment pool and shall be considered for re-employment according to the same criteria and together with other personnel in the employment pool.
2. Retention of Rights: All rights accumulated by the certificated employee shall be retained by the certificated employee upon his/her return to active employment. Any credit for any education acquired during that one year shall be granted. Acceptance of employment as a certificated employee in any other school district during that year shall constitute an automatic termination of employment.
3. Re-employment: All certificated employees who are not recommended for retention in accordance with these procedures, and who are given notice of non-renewal of contract shall be placed in an employment "pool" for possible re-employment for a period of one (1) year. Employment pool personnel shall be given the first opportunity to fill open positions within their qualifications under the guidelines contained in Section C in this Article. Members of the "pool" shall have first priority for substitute positions for which they are qualified.
4. Notice of Re-employment: When a vacancy occurs for which any person in the employment pool is qualified, notification from the District to such individual shall be made by certified mail or personal contact by the Superintendent or his designee. Such person shall have ten (10) calendar days from the receipt of the letter or from the date of personal contact to accept the position.
5. Failure to Accept an Offer of Employment: If an employee in the employment pool fails to accept a position for which he/she is eligible, pursuant to the criteria set forth, such individual shall be dropped from the employment pool.
6. Continuation of Insurance: Certificated personnel within the employment pool may pay their total medical insurance premiums to the District, and in turn, the District shall forward the money to the appropriate medical payment center so that the member of the employment pool and/or their dependents shall be included within the group medical insurance to the extent permitted by the insurance carrier.

## **ARTICLE VI INSTRUCTION**

### **Section A. Academic Freedom**

The Board has final authority and responsibility in connection with the development and adoption of courses of study and lists of instructional materials. The Parties adhere to the principle of the certificated employee's freedom to provide supplemental materials and to think and express ideas and concepts on issues including controversial issues, when such are germane to the District's instructional program, and when related to subject matter in a given grade level. Certificated employees shall use professional judgment in determining the appropriateness of the issues presented, taking into consideration the maturity level of students and with full cognizance that the District schools are not the appropriate forum for religious, political, or other propaganda, or for the militant advocacy of any particular cause or point of view.

### **Section B. Work Loads and Class Size**

The District recognizes the value of low class size and will attempt to keep the class numbers as low as possible.

1. Overload Levels
  - a. Preschool 10 students per session
  - b. Transitional K 20 students per class
  - c. Grades K 24 students per class
  - d. Grades 1-3 27 students per class
  - e. Grades 4-6 29 students per class
  - f. Combination class 1 less than lowest overload level
  - g. Grades 7-8 30 students per class
  - h. Grades 9-12 30 students per class (with up to two (2) classes at 32)
  - h. Secondary PE 35 students per class

Music will be exempt from these overload levels.

Students may be assigned to a classroom based upon a number of variables that may include but not be limited to: the special needs of a student and the experience of the classroom teacher. Every effort should be to balance the number of students.

2. Procedure for Filing an Overload Claim: No overload claims shall be filed until the class size maximum has been exceeded for five consecutive days during the first two weeks of the first semester or the first two weeks of the second semester in order to allow time for the review student migration patterns and balancing of class size(s). Any employee who has class size(s) that exceed the numbers listed above for five consecutive days may initiate the following procedure:
  - Step 1: In the event a class size maximum is exceeded for five consecutive days the teacher may initiate a conference with the building principal to discuss the overload.
  - Step 2: The building principal shall have five (5) school days from the receipt of the class size form to solve the class size concern according to the options listed below.
  - Step 3 If the affected teacher and principal cannot come to an agreement, the class size concern shall be delivered to the superintendent or designee. The superintendent shall have five (5) school days to investigate and resolve the issue.
3. Overload Options
  - a. Balance classes
  - b. Provide Instructional Assistant time for the classes that are overloaded\*
  - c. Create split subject or grade level classes

- d. Create additional sections
- e. Hire additional staff time\*
- f. Provide a substitute to assist teacher or give release time as long as the need exists\*
- g. Reassigning staff \*
- h. K-5 \$10.00 per student per day  
6-12 \$3.00 per student, per period
- i. Any other educationally sound solution.

\*The principal shall receive the superintendent's approval before offering these options as a solution.

- 4. Should the District face a significant financial loss (such as double levy failure) or other catastrophe, this class size provision shall be open for negotiations.
- 5. If the class size/load drops below the above-mentioned numbers the building principal may reallocate or reduce any para-professional time to meet the needs of the building.

### **Section C. IEP Payment**

Any teacher who is responsible for writing IEP's for their students shall be paid four (4) days per diem in half (1/2) day increments outside the school day, using optional per diem paperwork. For each IEP there will be no more than one primary case manager. To be eligible for payment, IEP must be compliant with special education law. The time will be paid and based on the appropriate paperwork submitted.

Special Education Portfolios: One half (1/2) per diem day shall be paid for every one (1) special education portfolio completed. These days shall be paid in the same manner as IEP days described above.

### **Section D. Supplies, Materials and Equipment**

In making requests for additional supplies, materials and equipment for use in the instructional program certificated employees shall make requests to their administrators in writing on the appropriate forms as early as possible. Administrators shall advise the requesting certificated employee of the disposition of the request.

### **Section E. Student Discipline**

- 1. The District shall support its certificated employees in the maintenance of order and discipline, provided the certificated employee's actions are in accordance with the guidelines of the State Board of Education, state law, and District policy. The appropriate administrator shall give prompt attention to all certificated employees' requests with regard to disciplinary problems. All certificated employees shall be provided a copy of the District policy on student discipline annually and are responsible for enforcing them.
- 2. In the event a student is assigned to an employee's class who has a 504 accommodation or could present a health or safety problem to the employee or other students, i.e. a special education student on a behavior contract, a student expelled from another district for behavior issues, a student with HIV (following FERPA), etc. , the principal shall inform the employee of such problem(s) in advance of the assignment, or as soon as such information is available. Upon request of the employee, the principal shall meet District resources and assistance that may be made available for assistance.
- 3. Any employee who is threatened with bodily harm by an individual or group as a result of performing assigned duties, will immediately notify the building principal or supervisor who shall take immediate steps in cooperation with the employee to provide for his/her safety and assist in contacting law enforcement authorities, if appropriate. Employees may use reasonable measures with a student,

patron or other person as is necessary to protect him/herself from attack, physical abuse or injury, or to prevent damage to District/personal property.

4. Any time a student makes a threat to an employee, all staff on the student's schedule shall be notified of the threat.
5. No student will be returned to the classroom without the required conference with the administrator and the teacher.

### **Section F. Student Grades**

No grade or evaluation shall be changed without the approval of the appropriate instructor, unless there is a calculation error and the instructor is not available.

### **Section G. Preparation Time**

1. **Elementary:** All elementary (Pre-5) certificated employees shall have scheduled no less than 200 minutes per contract week (average per semester) for planning purposes. Preparation time shall be scheduled to include 40 minute blocks not less than five times a week. Only one meeting called or directed by the Administration may interfere with prep time in any week.
2. **Secondary:** All secondary (6-12) certificated employees shall have scheduled no less than one class period per contract day for planning purposes. Only one meeting called or directed by the Administration may interfere with prep time in any week, not to exceed 40 minutes.
3. **Use:** The use of plan time shall be for professional purposes as determined by the certificated employee. Certificated employees shall have the right to use for additional plan time any and all time during which their classes are receiving instruction or assistance from a specialist, or are generally under the supervision of a specialist.
4. If requested by an administrator to cover the class of another employee, thereby precluding utilization of their assigned preparation period, such employee shall be compensated at the pro rata per diem rate. If due to a schedule designed by the administrator, an employee is precluded from utilizing his/her preparation period in part or in full, such employee shall complete a timesheet and be compensated at his/her per diem rate. It is understood that this provision does not permit a certificated employee to be assigned a schedule that does not provide a daily preparation period as established above. All claims for compensation shall be submitted on district provided Time Sheet.
5. **30/30 Bar:** The 30 minutes before students arrive and the 30 minutes after students depart is not to be computed as a part of the plan time defined above, but is to be used by certificated employees as additional plan time, time for giving students extra assistance, conferences, consultations, faculty meetings, supervision and similar professional purposes.
6. **Part Time Employees:** Part time certificated employees shall be granted plan time proportionate to the amount of time they are employed.

### **Section H. Mentor Teachers**

1. **Purpose:**
  - a. The Beginning Employee Mentor Intervention Program: The District shall provide each beginning employee with a mentor for the purposes of:
    - (1) Assisting to create familiarity with textbooks, student learning objectives, instructional materials, orientation to school building, etc.
    - (2) Helping the employee develop collegial relationships to other staff members.
    - (3) Providing opportunities to discuss experiences in classroom management, seeking new ideas and alternative strategies for instructional presentations and to receive feedback and encouragement.

- b. All beginning employees shall receive three (3) years of assistance from a mentor. After year one (1) the employee may request to opt-out of the mentor program by sending an email to the Superintendent no later than June 5<sup>th</sup>. The administration shall make the final decision.
  - c. The Experienced Employee Mentor Intervention Program: The District shall provide a Mentor Program for experienced employees. All experienced employees new to the District shall receive up to one (1) year of assistance from a mentor if requested. Eligible employee's must email the superintendent by October 1<sup>st</sup> if they want to participate in the mentor program.
2. Voluntary: The District's mentor teacher program shall be voluntary.
  3. Compensation: Selected mentor teachers shall be placed on a supplemental contract and paid according to the following:

Beginning Employee Mentors:  
 Year One - \$750  
 Year Two - \$500  
 Year Three - \$250  
 Experienced Employee Mentor: \$500

4. Release Time: Mentor teachers of new employees shall receive two (2) days of release time to observe the mentee in the first year.
5. Evaluation: Mentor teachers shall not in any way participate in, or contribute to, the performance evaluation of mentored employees.
6. Selection: Employees desiring to become mentors shall contact the superintendent or building principal and if selected, shall attend mentor training. Selection shall be based upon staff interest, experience and the recommendation of his/her principal. All vacancies shall be filled on the basis of qualification for the position and available funding. The District shall make every effort to hire the person best qualified for the position. The District shall discuss with the building representative the mentor selection prior to any staff being notified of their selection.
7. Timeliness: The mentor teacher shall be assigned prior to the first day of school whenever possible.

**Section I. Referrals**

Whenever certificated employees make referrals for discipline, special education, testing or other reason, a copy of such referral shall be given to the principal. Principals shall assure that all written referrals shall be given a written response in a timely fashion.

**Section J. Late Start**

Late start Mondays will begin at 7:30am and conclude at 9am. Late start shall primarily be used for professional development and collaboration purposes. Recommended focus for late start:

District Directed Professional Development  
 Building Directed Professional Development  
 Horizontal Teaming  
 Vertical Teaming

The parties agree that a collaborative approach is the most effective way to meet the professional development and training needs of employees. To this end, employees will be given the opportunity to provide input prior to determining the topics for late start Mondays. The topic for each late start Monday will be provided to employees at least one (1) week ahead of time unless an unforeseen circumstance prevents the one-week notice.

## ARTICLE VII LEAVES

### **Section A. Sick Leave**

1. Accumulation: Certificated employees shall be granted twelve (12) days of sick leave at the beginning of each year in accordance with RCW 28A.400.300. Each certificated employee's portion of unused sick leave allowance shall accumulate from year to year. At the end of each month, the District shall provide each certificated employee with an accounting of his/her accumulated sick leave.

In the event that a certificated employee leaves employment before the end of the school year, sick leave days shall be proportioned to one per month. The District shall recapture pay for any sick leave days taken that are beyond the proportion of the year worked. (Example: If an employee leaves in December, eight (8) days would be subject to repayment from the employee's final check).

2. Use: Accumulated sick leave may be used for the following purposes:
  - a. Employee Illness: Illness, disability or injury to the certificated employee which incapacitates or prevents him/her from work and/or which might endanger the health of students.
  - b. Family Illness: Illness, disability or injury to a member of the certificated employee's immediate family defined as spouse, child, parent, sibling, grandchild, grandparent, niece, nephew, aunt, uncle; those of the certificated employee's spouse; or any other person living in the same household as the certificated employee.
  - c. Pregnancy: Pregnancy and childbirth shall be treated the same as any other temporary physical disability.
  - d. Emergency Sick Leave: Emergency sick leave shall be granted to certificated employees from accumulated sick leave in the event a problem arises that requires the personal attention of the certificated employee that has been suddenly precipitated, of such a nature that pre-planning was not possible or where pre-planning could not relieve the necessity for the certificated employee's absence.
3. Exhaustion: A certificated employee who has exhausted all sick leave benefits and yet remains unable to perform contract duties because of continued personal illness or disability, may request a leave of absence without pay for the remaining period of time of such disability as substantiated by a medical statement from an attending physician, not to exceed the balance of the school year. Such additional disability leave shall be granted by the District and may be renewed at the discretion of the District in the event the disability continues. There is no leave without pay unless approved by the Superintendent. Unapproved leave without pay may be subject to discipline up to and including termination.
4. Verification: The Building administrator and/or Superintendent may, at any time, require a doctor's certificate as proof of illness.

### **Section B. Sick Leave Sharing and Bank**

#### **A. Sick Leave Bank:**

1. Bank Established: The Parties hereby establish a Sick Leave Bank which shall be operated under the terms and conditions of this section.
2. Purpose: The purpose of the bank shall be to provide employees the means to come to the aid of another employee(s).

3. Sick Leave Bank Committee: Each September 1, the President shall name three (3) employees, who have current donated days in the bank. These employees, along with the Superintendent, shall form the Sick Leave Bank Committee. The function of the committee shall be to develop and implement rules and procedures (including criteria for selection of sick leave bank recipients) for the orderly and fair collection and use of bank days. These rules and procedures shall not be in conflict with applicable statutes and shall be submitted to the board for approval.

**B. Sick Leave Sharing:**

1. Consistent with the provisions and requirements of state and federal statutes and this contract, employees may share accumulated annual leave or sick leave with another employee who:
  - a. Suffers from, or has a household member or relative who suffers from an extraordinary or severe illness, injury or impairment, or physical or mental condition; is a victim of domestic violence, sexual assault, or stalking; needs time for parental leave; is sick or temporarily disabled because of a pregnancy; or has been called to service in the uniformed services.
  - b. Has a condition or circumstance which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to:
    - i. Apply for leave without pay, or;
    - ii. Terminate employment:
      - 1) Has depleted or will shortly deplete all applicable leave reserves. A staff member who is sick or temporarily disabled because of pregnancy or using parental leave does not have to deplete all annual and sick leave reserves; he or she can maintain up to forty (40) hours of sick leave in reserve.
      - 2) Has abided by District rules regarding use of leave.
      - 3) The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits.
2. A staff member may only request shared leave from, or donate shared leave to, members of this unit.
3. A staff member who does not accrue annual leave but who has an accrued sick leave balance of more than twenty-two (22) days may request that the Superintendent transfer a specified amount of sick leave to another staff member authorized to receive such leave, as described above.
4. A staff member may request to transfer no more than six (6) days of sick leave during any twelve (12) month period and may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) days.
5. A staff member who receives personal leave may request that the superintendent transfer a specified amount of personal leave to another person authorized to receive shared leave. A staff member may request to transfer no more than the accumulated amount of personal leave available.
6. In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donors, prorated, within sixty (60) days after the recipient's use of accumulated leave ceases.
7. Contributions of sick leave shall be on a voluntary basis. The names of donors, non-donors and recipients shall be kept confidential.
8. This provision shall be in conformity with rules and regulations as prescribed by RCW 41.04.650, 41.04.655, and 41.04.665.



### **Section C. Extended Emergency Leave**

Upon request, extended emergency leave may be granted by the Superintendent in unusual cases where extreme hardship is evident. When such leave is granted, deduction for substitute salary shall be made. Leave granted under this section shall not be charged against sick leave. To qualify, the certificated employee's personal leave must be exhausted.

### **Section D. Bereavement Leave**

The District shall grant certificated employees up to five (5) days per year of paid bereavement leave at the time of death of any relative. In the event of the death of more than one (1) member of the immediate family (as defined above) an additional five (5) days leave may be granted. Such leave shall be non-cumulative and shall not be taken from sick leave.

The District may grant certificated employees one day of bereavement leave in cases of bereavement involving non-family members. Such leave shall be charged against Personal Leave (Article VII, E) or Emergency Sick Leave (Article VII, Section A, Part 2, Sub paragraph d). Employee may designate leave to be charged.

### **Section E. Personal Leave**

Personal leave of three (3) days shall be granted to certificated employees. In addition, the qualifications set out below shall apply.

1. No personal leave shall be taken by a certificated employee or granted by the District unless a written request has been given to the Building Administrator at least forty-eight (48) hours prior to the beginning of the leave.
2. Personal leave may be denied if request for absence is for the first week of the first semester, during conferences, week before grading periods, during scheduled state testing days and the last week of the second semester, unless written permission is obtained from the Superintendent by the teacher stating the days may be taken during these times.
3. Pre-approved personal leave may not be denied within ten (10) days of use or if the denial would place a financial burden on the employee.
4. Employees who do not use their personal days by the last day of school may cash-out any unused days at fifty percent (50%) of their personal per diem rate. Employees may elect to roll up to one (1) day to the following year for a total of four (4) personal leave days and cash-out any remaining days at fifty percent (.50%) of their personal per diem rate.
5. Personal leave reimbursement will not be included in annual pay for the purposes of retirement benefits.

### **Section F. Professional Leave**

Certificated employees shall be granted professional leave by the District for the purpose of representing the District at professional meetings and activities where the purpose of such meetings and activities is to improve the professional qualifications of the certificated employee, or to enhance the educational program of the District. Approval of the District must be obtained prior to attending any such meeting. Certificated employees requesting permission to attend professional meetings under this section shall submit a written request to the Superintendent through the building administrator. The District shall reimburse for reasonable expenses for such approved activities in accordance with the District policy and upon the prompt submission of expense vouchers.

## **Section G. Association Leave**

Certificated employees may, upon the written request of the President, be granted a special leave(s) of absence of up to a total of ten (10) days per year to take care of Association business.

A member of the Association who is selected to a position as a state officer of the WEA shall be eligible for an additional five (5) days of Association leave under the conditions stated above.

The President must apply for this leave at least twenty-four (24) hours in advance, except in the event of an emergency. Members on such leave will follow district leave policy when applying for association leave. The Association shall provide the District with full reimbursement for all costs of substitute service for said leave.

Association leave in excess of the amount provided in this section may be taken without pay, upon prior approval by the Superintendent. The Association shall provide the District with full reimbursement for all costs of substitute service for said leave.

## **Section H. Long Term Leave of Absence**

Any certificated employee may apply for and the District may grant an unpaid long term leave of absence for up to one (1) year for study, child rearing, travel, medical or other mutually agreed to reason(s). Unpaid leaves of absence for medical reasons may be submitted to the Superintendent and approved by the Board at any time. All other requests must be submitted to the Superintendent by May 15 and approved by the Board of Directors. At its discretion, the Board may consider requests outside this timeline when the event precipitating the request was not known prior to the deadline.

Certificated employees granted such a leave shall be permitted to stay in the District insurance programs at their own expense (carriers permitting), shall not gain or lose seniority or other benefits, but shall not be granted advancement credit on the salary schedule for the period of the leave. Upon return from such leave the certificated employee shall be entitled to the same position or a position substantially equivalent to the position held prior to the leave. Once granted, such leave may be renewed annually upon request of the certificated employee, with the agreement of the District. This leave shall not be appropriate for vacation leave.

## **Section I. Family and Disability Leave (Family and Medical Leave Act of 1993) and Washington State Family Leave Act of 1997**

### 1. Definitions

- a. For the purposes of this Section only, the term "**day**" shall mean the employee work days.
- b. For the purposes of this Section only, the term "**year**" shall mean the employee's contracted year
- c. For the purposes of this Section only, the term "**workweeks**" shall mean any calendar week that days are worked.
- d. The term "**family member**" shall mean spouse, child, parent, grandparent, sibling, grandchild, domestic partner, parents-in-law, and other household dependents.

### 2. Family & Medical Leave

A leave of absence, under the provisions of the Family and Medical Leave Act (1993), shall be granted to a certificated staff member upon request for:

- The employee's own serious health condition.
- The serious health condition of employee's family member as defined above.

- Caring for newborn, or newly placed adopted child or foster child.
  - An employee who is the spouse, son or daughter, parent or next of kin of a service member who is recovering from a serious illness or injury sustained while on active duty is entitled to twenty-six (26) weeks of unpaid leave in a twelve (12) month period.
- a. As per FMLA (1993),
    - i. Eligibility for FMLA Leave: All contracted employees shall be eligible to request FMLA Leave provided that in the previous year he/she was at least a 50% employee. Part-time employees who have established eligibility as stated above shall be granted FMLA leave proportional to their contracted employment.
    - ii. Duration: Leaves of this type shall be granted for up to twelve workweeks (or up to 26 weeks to care for a covered servicemember with a serious injury or illness) within the employee's contracted work year, September 1 to August 31.
    - iii. Job Protection: Any employee returning from Family & Medical Leave within or at the end of the twelve (12) week period shall be returned to the position from which she/he left; however, if the position no longer exists, then she/he shall be placed in as nearly comparable position as possible.
    - iv. Health Benefits: The employee on Family & Medical leave of absence shall continue to have his or her own health benefits maintained by the District for the twelve (12) workweeks allowed by the Family and Medical Leave Act, but the employee must continue to pay his or her remaining portion of benefit during the leave.
    - v. The District may require certification in support of the leave from a health care provider.
  - b. Use of Accumulated Paid Leave: At the employee's discretion, this leave can be deducted from accumulated paid leave days (sick leave and personal leave) or taken wholly or in part as unpaid leave.
  - c. Consecutive Use of Sick Leave and Family & Medical Leave:
    - i. As per Washington State Family Leave Act (1997), the use of Family & Medical Leave is in addition to any leave for sickness or temporary disability caused by pregnancy or childbirth. This means an employee can take sick leave for the actual time she is sick or temporarily disabled because of pregnancy or childbirth and then can also take 12 weeks Family & Medical Leave during her contacted year because of the birth of a child.
    - ii. Consecutive use of sick leave in the case of catastrophic illness or injury shall be at the discretion of the Board of Directors.
  - d. Notice to District: Except in case of emergency, the employee shall give at least two (2) weeks written notice to the Superintendent and the Board of Directors of the intent to take Family & Medical Leave and shall indicate his/her intent to use paid and/or unpaid days.
  - e. Return to Work Date: This written notice given by the employee should, to the extent possible, include an expected date of return to work.

### **Section J. Washington Paid Family Leave**

Employees are eligible for WPFL starting in January of 2020. The cost of the premiums is split as per the law governing the use of the leave. Procedures for application shall be established by WAC. The District shall maintain their portion of medical benefits when an employee is on leave. The employee shall continue to pay the same out-of-pocket as prior to leave.

Employees may elect to use this leave after using sick leave and before accessing the provisions of the Family and Medical Leave Act (FMLA).

### **Section K. Faith and Conscience Leave**

Employees are entitled to two (2) unpaid days per year for reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

### **Section L. Domestic Violence Leave**

An employee may take reasonable leave from work, intermittent leave, or leave on a reduced leave schedule, with or without pay, to:

1. Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or employee's family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
2. Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the employee's family member;
3. Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;
4. Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking; or
5. Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence, sexual assault, or stalking.

### **Section M. Military Leave**

The District shall grant military leave to any employee who is called into active duty, training, or drills for a period not exceeding twenty-one (21) days during each year (measured October 1 to September 30). Such leave shall be in addition to any vacation or sick leave of absence to which the employee is entitled and shall not involve any loss of pay. During the period of military leave the employee will receive his/her normal pay.

### **Section N. Court Appearance Leave**

1. **Jury Duty:** The District shall grant court appearance leave to employees who are called to serve on a jury. The employee shall notify the District upon his/her receipt of notification to serve on a jury.
2. **Subpoenas:** The District shall grant court appearance leave to employees who are subpoenaed to testify in court, provided that the legal action is not a result of action taken by the employee against the District. The employee shall provide a copy of the subpoena or certificate of the clerk to Human Resources.
3. No employee shall suffer a loss of income when granted court appearance leave.

**ARTICLE VIII  
FISCAL**

**Section A. Salary**

1. Salary: Employees shall be placed on Brewster Salary Schedule, Salary Schedule A. Included in the Brewster Base Contract are the following professional responsibilities previously paid on supplemental contract:
  - classroom preparation
  - professional development
  - improving instruction
  - planning
  - in-service
  - other projects or purposes
  - attend staff meetings
  - open house
  - parent-teacher conferences
  - IEP meetings as requested
  - migrant parent advisory meetings
  - parent nights

As a part of their professional responsibility, certificated employees shall, if given notice of two (2) weeks, attend other meetings that help support student achievement, parent and community relationships as part of their current job responsibilities up to a maximum of twenty-one (21) hours. A single team PLC member representative may attend unless otherwise requested.

2. Increments: Increments for experience and advanced education shall be granted annually as per the Brewster Salary Schedule in effect for the current school year.
3. Credentials: By September 15, certificated employees shall have on file with the district, all certificates, endorsements and credentials required by Washington State law.
4. Initial placement: Placement in the appropriate column for educational attainment shall be determined by the number of college credits and/or clock hours which have been earned, and recognized by the criteria established for the Brewster Salary Schedule.
5. Placement: Placement in the appropriate step for teaching experience shall be based upon full credit for all previous teaching experience in K-12 or equivalent as recognized by the Brewster Salary Schedule and WAC 392-121-280.
6. Professional Advancement: Employees shall notify the Superintendent of the completion of, qualifying credits and/or clock hours accepted for certification, endorsement or District initiative earned by September 15. Such notification shall be by official college transcript or clock hour receipt.

Classification on the salary schedule is for the full contract year. After September 15 of each year, no changes in classification shall be made until the following contract year, provided that additional professional credit earned up to and including September 15, shall be recognized in the adjustment of the teacher's salary, even though the date of receipt of such proof may be subsequent to the September 15 date. Adjustments of salary shall be by individual contract rider effective as of the date of receipt of the proof of credits earned.
7. Per Diem Rate shall be calculated by dividing the base salary of the certificated employee by 180 days (SEE: Article VIII, B1a)
8. Driver Education Rate: Traffic Safety Education out of school time student driving shall be paid at an hourly rate equal to the BA beginning salary (BA min. / 180 / 7.83). (SEE: Article VIII, B1a)

9. Salary Options: The employee shall have his/her choice of being compensated for professional stipends from the following:
- a) monthly installments during the term of the activity;
  - b) one lump sum at the conclusion of the activity; or
  - c) divided into equal installments from the start of the activity through the final payroll issued in August. (SEE: Article VIII, B1a).

### **Section B. Work Year**

The length of the regular certificated employee contract shall be one-hundred eighty. Should the state reinstate funding of the Learning Improvement Days, they shall be automatically added to the base contract.

1. Supplemental Days:

Included in a supplemental contract will be six (6) mandatory per diem days.

- a. The first two mandatory days will be the first two days before students first day. The first mandatory day will be directed by the district. The second mandatory day, the AM will be directed by the district, the PM will be used for classroom preparation.
  - b. The third mandatory day will include parent conferences and/or records day taken at the semester break.
  - c. The fourth (4<sup>th</sup>), fifth (5<sup>th</sup>), and sixth (6<sup>th</sup>) mandatory days shall be the Professional Learning Time (PLT) funded by the State. The scheduling and use of the time shall be mutually agreed upon by the Association and the District.
2. Calculation of Extended Contracts: Extended contracts shall be calculated by dividing the base salary of the certificated employee by 180 (SEE: Article VIII, B1a), and multiplying the resultant daily rate by the total number of additional days contracted.

### **Section C. Release From Contract**

A certificated employee shall be released from the obligations of his/her contract upon request under the following conditions:

1. A letter of resignation must be submitted to the Superintendent's office.
2. If the letter of resignation is submitted prior to June 15, the certificated employee shall be released from his contract.
3. If the letter of resignation is submitted June 15 or after, a release from contract shall be granted provided a satisfactory replacement can be obtained.
4. A release from contract shall be granted in cases of illness or other personal matters which make it impossible for the certificated employee to continue employment in the District.

### **Section D. Length of Work Day**

Certificated employees may be assigned appropriate starting and dismissal times, providing their total work day shall not be longer than seven and five-sixth (7 5/6) consecutive hours, including a continuous thirty-minute (30) duty-free lunch period. Certificated employees shall be at their appropriate duty station not less than thirty (30) minutes prior to the time the pupils normally arrive, and shall remain not less than thirty (30) minutes after the pupils normally leave. The length of the assigned work day shall be equivalent for all certificated employees.

If there is a late start or early release due to inclement weather or some other extreme condition, employees shall arrive at school thirty (30) minutes before the student start time and /or leave with the students.

Attendance at professional activities, other than activities specified by contract, shall be compensated at per diem.

### **Section E. Health Benefits**

The District shall provide qualified employees with insurance benefits that align with the rules and regulations set by the SEBB (School Employee Benefits Board).

A. Availability:

1. Qualified employees who work or will work a minimum of 630 hours during the year.
2. Open enrollment begins on October 1 and through November 15 per SEBB.
3. Employees are responsible for enrolling online or with forms provided by SEBB.

B. Benefits:

1. Qualified Employees will be provided SEBB benefits that include medical, dental, vision, basic life/accidental insurance, long-term disability insurance and retiree subsidy (formerly HCA).
2. Employees may select a carrier approved by SEBB.

C. Premiums:

1. The district shall pay their portion of the employee premium as established by SEBB.
2. Employees will be responsible for their portion of the premium.
3. Any additional premium surcharges will be paid by the employee.

The employer contribution toward SEBB benefits ends August 31 unless:

- The District terminates the employment relationship. In this case eligibility for the employer contribution ends the last day of the month in which the employer-initiated termination notice is effective; or
- The employee terminates the employment relationship and opts to have an earlier end date due to retirement or taking another job in a SEBB District that begins outside of the regular eligibility year.

### **Section F. Personal Property Protection and Industrial Insurance Protection**

The District shall provide all certificated employees with insurance, tort liability, and personal property coverage as required by law.

### **Section G. Retirement Sick Leave Buy-out**

Employees at their separation from District employment due to retirement (as recognized by the Washington State Teacher's Retirement System) or death, shall be able to cash in unused sick leave days at the rate equal to one (1) day's current salary for each four (4) full days of accrued sick leave for illness or injury.

In the event of death, the Sick Leave Buy-out benefit automatically shall be paid to the certificated employee's estate.

### **Section H. Annual Conversion of Sick Leave**

1. Eligible, current employees may convert excess sick leave days above an accumulation of sixty days as provided by law.
2. Sick leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five percent of the employee's current, full-time daily rate of compensation for each

full day of eligible sick leave. Partial days of eligible sick leave shall be converted on a pro rata basis.

3. Excess sick leave is defined as sick leave accumulation in excess of sixty full days of unused sick leave at a rate of accumulation no greater than one full day per month (a maximum of twelve days per year) as of the end of the previous calendar year.
4. Eligible employees shall provide written notice to the district during the month of January of his or her intent to convert excess sick leave days to monetary compensation. Such payment will be made in February.
5. Per law, the number of excess sick leave days which an eligible employee may convert shall be determined by:
  - a. Taking the number of sick leave days in excess of sixty full days that were accumulated by the employee during the previous calendar year at a rate of accumulation no greater than one full day per month of employment as provided by the leave policies of the district (a maximum of twelve days per year); and
  - b. Subtract the number of sick leave days used by the employee during the previous calendar year. The remainder, if positive, shall constitute the number of sick leave days which may be converted to monetary compensation.
6. All sick leave days converted pursuant to this section shall be deducted from an employee's accumulated sick leave balance.

#### **Section I. Sick Leave Conversion Medical Reimbursement Plan**

1. Employees are eligible to participate by reason of having excess sick leave conversion rights. Employee contribution shall be based upon the conversion value of sick leave days accrued by such employee available for contribution on an annual and/or retirement in accordance with statute (RCW 28A-400-210).
2. It is understood all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an employee fails to sign and submit such agreement, he/she will not be permitted to participate in the plan at any time during the term beginning September 1 to August 31 of each year.
3. Annual Sick Leave Conversion: Eligibility for participation on an annual basis is limited to employees who have accumulated 180 days of unused sick leave. To be eligible an employee must have earned at least 180 days of unused sick leave as of September 1 of each year, not including any front loaded days. Once an employee becomes eligible, the option for cash or continued accrual of sick leave days beyond 180 is not permitted.
4. Retirement Sick Leave Conversion: All employees covered by this Agreement who retire during the term of the Agreement shall be eligible. Excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of the Agreement.
  - a. It shall be the School Districts duty to notify the BEA President by August 31 that the VEBA III plan is available. Such notice shall serve as a reminder that the yearly Association decision needs to be made in order to participate.
  - b. Certification of the election results, together with a statement indicating whether the VEBA III Plan has been adopted for annual and/or retirement sick leave cash out contribution, must be submitted to the District by September 30.
  - c. VEBA III contribution amount is calculated in accordance with state sick leave cash out rules. However, after annual cash out, an employee must be left with a remaining balance of at least 180 days.



## **Section J. Calendar**

The Board shall establish the calendar annually, which shall conform to the following principles, after considering input from a committee of at least one (1) board member, one (1) administrator and one (1) BEA representative:

1. The employee work year shall begin no earlier than the Monday before Labor Day.
2. Winter break shall include as a minimum December 23 through January 1.
3. Spring break shall be the first full week of April.
4. There shall be early release for employees on the days before Thanksgiving holiday, winter holiday and summer break.

## **Section K. ESA National Certification Stipend**

ESA's with current national board certification from their respective associations shall receive a stipend of two thousand five hundred dollars (\$2500) per year. Legislative action to fully fund ESA certification shall supersede this provision.

## **Section L. Incentive for Timely Notification of Resignation**

For the purpose of helping the district determine staffing levels for the following year, the district will pay the certificated staff member who is resigning for early notification. Written notification of resignation or retirement received in the district office by the following dates will be paid according to the following scale:

- February 1 – One thousand dollars (\$1000)
- March 1 - Five Hundred Dollars (\$500)

OR

The Incentive for Timely Notification of Resignation is payable after June 15.

## **Section M. Staff Longevity**

In recognition of the work done by senior staff, including but not limited to, mentorship of new teachers, providing curriculum assistance, building leadership, and professional expertise the following shall be paid:

- a. Certificated personnel employed by BSD shall receive 0.8% of their base pay from the first student day of their 20<sup>th</sup> year at BSD and each year after until their 25<sup>th</sup> year. The amount is to be included in the employee's October check.
- b. Certificated personnel employed by BSD shall receive 1.2% of their base pay from the first student day of their 25<sup>th</sup> year at BSD and each year after until their 30<sup>th</sup> year. The amount is to be included in the employee's October check.
- c. Certificated personnel employed by BSD shall receive 1.6% of their base pay from the first student day of their 30<sup>th</sup> year at BSD and each year after for the remainder of their employment. The amount is to be included in the employee's October check.

## **Section N. Certificated Expense Reimbursement**

1. Advance Travel for hotel and/or meal expenses may be done prior to the sanctioned event, providing the request is made five (5) days in advance of the travel date, follows current procedures, and includes all required paperwork from the district. Final forms must be submitted to the district office within five (5) days of returning from the trip. Advance payment is only available for trips exceeding one-hundred-fifty dollars (\$150) as per Board policy.

2. Meals shall be reimbursed at the OSPI per county rate effective October 1 of each school year. Refer to the following link: [www.ofm.wa.gov/resources/travel.asp](http://www.ofm.wa.gov/resources/travel.asp)

Documentation of travel related expenses shall be as required under Board Policy and its related Administrative Procedures and shall comply with both state and federal audit requirements except that food receipts are required only if they exceed the per diem rate.

### **Section O. New Employee Support**

All certificated employees new to the school district who sign a contract for employment will receive a one-time \$1,000 (one thousand dollars) signing bonus to be paid upon verification of employability, but no later than September 30.

### **Section P. Tuition Reimbursement for Master's Degree**

1. The District encourages its teachers to successfully pursue their first Master's Degree. To this end, each year the District will provide financial support as follows:
  - Tuition reimbursement for two (2) teachers in their first five years of service in the Brewster School District.
  - Tuition reimbursement for one (1) teacher who is beyond their first five years of service in the Brewster School District.
  - Upon verified completion of a Master's Degree program, each individual will be reimbursed up to a maximum of \$15,000 for tuition expenses over the course of the following four years as follows:
    - The first year after program completion, each employee will be reimbursed 40% of their total tuition costs up to a maximum of \$6,000.
    - The second year after program completion, each employee will be reimbursed 20% of their total tuition costs up to a maximum of \$3,000.
    - The third year after program completion, each employee will be reimbursed 20% of their total tuition costs up to a maximum of \$3,000.
    - The fourth year after program completion, each employee will be reimbursed 20% of their total tuition costs up to a maximum of \$3,000.
  - Tuition reimbursement will be issued in June each year.
  - Total tuition reimbursement (up to \$15,000) is contingent on continued employment in the District. If the employee separates from service from the Brewster School District within the four years following program completion, the District's obligation to reimburse remaining tuition costs after separation is waived.
2. Employees in their first five years of service who are interested in this financial support will apply to the Superintendent in writing indicating their intent to apply for a graduate program. This financial support will be provided on a first come, first serve basis. Employees may begin application to the Superintendent beginning September 1 of each year. If September 1 falls on a weekend, application will begin the next business day.
3. Employees who are beyond five years of service who are interested in this financial support will apply to the Superintendent between September 1 and December 1. The employee with the most years of service in the Brewster School District will be selected to receive financial support. If no eligible employee applies during this window, the financial support will be provided on a first come, first serve basis. If no employees who are beyond five years of service pursue financial support in any given year,

the support will be provided to an employee in their first five years in accordance with #2 above.

4. If an employee in their first five years who has been granted approval for financial support withdraws from their Master's Program or does not initiate enrollment as planned, their spot will be awarded to the next eligible applicant.
5. If an employee beyond their first five years has been granted approval for financial support withdraws from their Master's Program or does not initiate enrollment as planned, their spot will be awarded to the next senior applicant.
6. Any new employee who is enrolled in their first Master's Program at the time of hire will be eligible for partial tuition reimbursement. Upon verified program completion, the employee will be reimbursed 20% of their tuition costs up to a maximum of \$3,000 each year for four years.
7. In the event of a Reduction in Force, this financial support may be suspended.

## **ARTICLE IX GRIEVANCE PROCEDURE**

### **Section A. Definitions**

1. A "**Grievant**" shall mean a certificated employee or group of certificated employees or the Association filing a grievance.
2. A "**Grievance**" shall mean a claim by a grievant that a dispute exists involving the interpretation or application of the terms of this Agreement.
3. A "**day**" shall mean a district office business day.

### **Section B. Grievance Principles and Rights**

The judgment of the evaluator shall not be grievable, only the process of evaluation.

1. Form: All grievances shall be submitted on a form consistent with Appendix E, which is attached to and made a part of this Agreement. All portions of the form must be completed and it must be signed.
2. Time Bar to Filing and/or Appeal: Any grievant who shall not timely file or pursue a grievance in accordance with these procedures and within the time limit specified, waives the right to pursue such a grievance and shall be barred from pursuing or further appeal of such grievance provided that the time limit may be extended by written mutual agreement.
3. Response Time line Violation: If, after timely filing a grievance, appropriate timely action is not taken by the Administrator required to take action, a grievant may, within the time limit provided, proceed to the next appropriate level.
4. No Reprisal: No person who participates in a grievance procedure shall be subject to reprisal because of any such participation.
5. Discussion and Adjustment of Problems: Nothing in this Agreement shall be construed to prevent any certificated employee from discussing a problem with the administration, or having it adjusted without representation of the Association, provided that no such adjustment shall be contrary to this Agreement.
6. Confidentiality: All matters relating to specific grievances shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed or divulged by any participant to the grievance. All documents and communications dealing with grievances and their adjustments shall

be filed separately from the grievant's personnel file unless the grievant requests that the final adjustment be placed in his/her file.

7. Release Time: If a certificated employee is required to attend any meeting, hearing, appeal or other proceeding relative to the adjustment of a grievance, the certificated employee shall be released from his/her assignment for the time necessary without loss of pay or other penalty.
8. Cooperation of the Parties: The Parties shall cooperate with each other in the investigation of any grievance, and shall furnish pertinent information as requested for the processing of any grievance.
9. Employee Evaluations: If the subject matter of the grievance is based upon an employee's evaluation report and/or an employee's probation status resulting therefrom, the arbitrator shall limit the evidence, his findings and decision to a determination as to whether or not the administrator or evaluator has followed the adopted evaluation procedure and criteria in reaching his/her conclusion.
10. If the grievance is based upon the evaluator's conclusion, the matter may be appealed by the grievant to the Board of Directors under Article IX, Section C, Paragraph 4. "Alternative Step to Binding Arbitration."

### **Section C. Rights to Representation**

1. Basic Right: A grievant shall have the right to be accompanied by an Association Representative at each and every step of the grievance procedure.
2. Limits on Individual Rights: In the event a grievant elects to file and proceed without Association representation, he/she may do so through the first (1st) two (2) steps of the procedure only, provided that the District shall allow Association representation at every meeting or conference in order to protect its contract rights.
3. Outside Representation Bar: No grievance may be processed with a grievant having representation other than him/her self or the Association.

### **Section D. Individual Rights**

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter through administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is notified in writing of the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

### **Section E. Procedures**

1. First Step. It is mutually agreed that an employee and his/her immediate supervisor shall make an effort to resolve problems through informal communication.  
  
If the grievance cannot be resolved informally, the grievant shall file the grievance with his/her principal or appropriate supervisor, using Appendix E and shall file a copy with the Superintendent and the President. The grievance must be filed within twenty (20) days following the time when the grievant has knowledge or reasonably could have had knowledge of the basis of the decision on the grievance. The principal or supervisor having authority to render a decision on the grievance shall make his/her decision and communicate it in writing to the grievant, the President and the Superintendent within ten (10) days of receipt of the grievance.
2. Second Step. If the decision reached in the First Step does not satisfactorily resolve the grievance, or if the grievance is not answered within the Time line, the grievant may appeal to the Superintendent within five (5) days. The appeal shall contain a copy of the original grievance and decision at the First Step. Within five (5) days after filing the appeal, the grievant, the principal or supervisor, the Association Representative and Superintendent shall meet to resolve the grievance.

If a satisfactory resolution of the grievance is reached, it shall be reduced to writing and signed by the parties involved. If an agreed resolution is not reached, the Superintendent shall render his/her decision in writing within five (5) days of the last meeting of the participants and deliver it to all persons involved.

3. Third Step. Binding Arbitration: If no satisfactory resolution of the grievance is reached at the Second Step, or if the Superintendent or his/her designee has not provided a written decision within the time limits prescribed in Step Two, the Association may submit the grievance to binding arbitration. The Association shall exercise its right to proceed to arbitration by submitting a "Demand For Arbitration" to the American Arbitration Association (AAA) or to the Federal Mediation and Conciliation Service (FMCS) along with a copy to the Superintendent within ten (10) days after the decision in the Second Step has been received, or within ten (10) days after the decision at the Second Step should have been received according to the time limits prescribed. After such a Demand has been made, the conduct of the proceedings thereafter shall be pursuant to the Voluntary Rules of AAA (full service) or FMCS, provided that the selection of an arbitrator shall be made by the Parties alternately striking names from the AAA panel until one name remains, which person shall be named as arbitrator or by mutually agreeing to an arbitrator from FMCS. Such striking shall be done within ten (10) days of receipt of the panel from AAA. The arbitrator's decision shall be final and binding on both parties. The expense of arbitration shall be borne equally by the Board and the Association.
4. Alternative Step to Binding Arbitration: Board Hearing: As an alternative to submitting the grievance to binding arbitration provided in step three, the grievant may submit his/her grievance for a determination by the Board provided he/she has submitted a written request for a Board hearing within ten (10) days of the decision in Step Two. A request for a Board hearing under this provision shall constitute a waiver of the grievant's right to binding arbitration. Within twenty (20) days after receiving a request for a Board hearing, the Board or a Hearing Examiner appointed by the Board shall hold a hearing and render a decision. The Board's or Hearing Examiner's decision shall not be contrary to the terms of this Agreement.

**ARTICLE X  
DURATION**

**Section A. Effective Dates:**

This Agreement shall be in effect September 1, 2012 through August 31, 2024.

**Section B. No Strike Provision, No Lockout**

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

**Section C. Notice of Intent**

Either party may provide the other party with a Notice of Intent to Negotiate no later than February 1. Negotiations relative to a successor Agreement shall begin no later than May 1.

**Section D. Openers**

Salary shall not be a re-opener during the term of this Agreement unless the Legislature increases the BEA allocation beyond the IPD, including any increase in regionalization or staff mix allocation.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

\_\_\_\_\_  
Board Chairperson

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A--BREWSTER SALARY SCHEDULE**

<b>Years of Service</b>	<b>Base Salary 2021-2022</b>								<b>MA+90</b>
	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+90</b>	<b>BA+135</b>	<b>MA</b>	<b>MA+45</b>	<b>OR Ph.D.</b>
0	45,717	46,953	48,232	49,513	53,628	56,553	54,811	58,925	61,578
1	46,332	47,585	48,880	50,219	54,376	57,290	55,421	59,577	62,211
2	46,918	48,183	49,492	50,934	55,079	58,026	56,034	60,178	62,842
3	47,524	48,799	50,123	51,610	55,748	58,761	56,615	60,749	63,479
4	48,115	49,448	50,779	52,319	56,480	59,517	57,225	61,387	64,135
5	48,727	50,067	51,411	53,036	57,182	60,278	57,844	61,992	64,793
6	49,357	50,665	52,057	53,762	57,889	61,003	58,480	62,607	65,422
7	50,462	51,792	53,199	54,998	59,187	62,385	59,669	63,855	66,751
8	52,080	53,482	54,924	56,871	61,115	64,431	61,540	65,786	68,786
9		55,233	56,747	58,764	63,106	66,535	63,431	67,777	70,880
10			58,591	60,754	65,155	68,697	65,423	69,825	73,031
11				62,802	67,299	70,916	67,472	71,969	75,239
12				64,784	69,501	73,227	69,601	74,169	77,539
13					71,756	75,594	71,804	76,426	79,895
14					74,022	78,049	74,072	78,840	82,338
15					75,948	80,080	75,997	80,889	84,479
16+					77,467	81,681	77,517	82,507	86,169

**Includes 2% IPD for 2021-2022**

**2022-23 3% (inclusive of IPD)**

**2023-24 2% (inclusive of IPD)**

**APPENDIX A-1 BREWSTER SUPPLEMENTAL SCHEDULE**

**6 Supplemental Days**

	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+90</b>	<b>BA+135</b>	<b>MA</b>	<b>MA+45</b>	<b>MA+90 or Ph.D.</b>
0	1,524	1,565	1,608	1,650	1,788	1,885	1,827	1,964	2,053
1	1,544	1,586	1,629	1,674	1,813	1,910	1,847	1,986	2,074
2	1,564	1,606	1,650	1,698	1,836	1,934	1,868	2,006	2,095
3	1,584	1,627	1,671	1,720	1,858	1,959	1,887	2,025	2,116
4	1,604	1,648	1,693	1,744	1,883	1,984	1,908	2,046	2,138
5	1,624	1,669	1,714	1,768	1,906	2,009	1,928	2,066	2,160
6	1,645	1,689	1,735	1,792	1,930	2,033	1,949	2,087	2,181
7	1,682	1,726	1,773	1,833	1,973	2,080	1,989	2,129	2,225
8	1,736	1,783	1,831	1,896	2,037	2,148	2,051	2,193	2,293
9		1,841	1,892	1,959	2,104	2,218	2,114	2,259	2,363
10			1,953	2,025	2,172	2,290	2,181	2,328	2,434
11				2,093	2,243	2,364	2,249	2,399	2,508
12				2,159	2,317	2,441	2,320	2,472	2,585
13					2,392	2,520	2,393	2,548	2,663
14					2,467	2,602	2,469	2,628	2,745
15					2,532	2,669	2,533	2,696	2,816
16+					2,582	2,723	2,584	2,750	2,872

If the Board of Directors declares a financial emergency, the parties will meet to negotiate the impact on the three (3) locally funded PD days.



**APPENDIX B**  
Stipend Schedule

Elementary:

ASB Advisor	.016 of the base*
Sixth Grade Camp	.016 of the base*
(For teachers who attend the entire camp)	

Secondary:

High School Knowledge Bowl	.016 of the base*
ASB Advisor	.024 of the base*
Senior Project Advisor	.024 of the base*
Math Team	.016 of the base*
History Team	.016 of the base*
Jr. High ASB Advisor	.016 of the base*
Language Club	.012 of the base*
Primera/Primeros	.012 of the base*
Honor Society	.012 of the base*
Science Club	.016 of the base*
Drama	\$450/performance (winter, spring)

- Clubs that can participate in competitions, must compete in 2-3 competitions during the course of the year .016 of the base
- non-competitive/non-performance clubs .012 of the base
- In the event of a RIF, all stipend contracts covered in this agreement and the activities controlled by those stipends shall be suspended during the year of the RIF.

Base is BA+0 on the Brewster Salary Schedule (Appendix A)

Afters and Summer School will be paid at \$40 per hour.

**APPENDIX C**  
**Evaluation Option Form**

Directions: This form must be filled out, signed and distributed to each employee by that employee's evaluator no later than the first fifteen (15) working days of the school year. The form must then be filled out by the employee and returned to that employee's evaluator no later than ten working days following its receipt by the employee.

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

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

This employee is eligible for the following (checked) evaluation options:

- Focused                       Comprehensive                       Comprehensive/Provisional  
 Other \_\_\_\_\_

This form was completed and delivered to this employee: (date) \_\_\_\_\_

Evaluator's signature: \_\_\_\_\_

I elect the following evaluation options:

- Focused (criteria #\_\_\_\_)     Comprehensive     Comprehensive/Provisional  
 Other \_\_\_\_\_

Signature of employee: \_\_\_\_\_

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

**APPENDIX D  
FORMAL GRIEVANCE FORM  
BREWSTER SCHOOL DISTRICT  
BREWSTER EDUCATION ASSOCIATION**

NAME OF GRIEVANT: \_\_\_\_\_

ASSIGNMENT: \_\_\_\_\_

BUILDING: \_\_\_\_\_

PERSON TO WHOM GRIEVANCE IS SUBMITTED: \_\_\_\_\_

SPECIFIC CONTRACT ARTICLE(S) VIOLATED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BRIEF DESCRIPTION OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE VIOLATION OCCURRED: \_\_\_\_\_

DATE GRIEVANT BECAME AWARE OF VIOLATION: \_\_\_\_\_

REMEDY SOUGHT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date Filed

**APPENDIX E - A**  
**BREWSTER SCHOOL DISTRICT**  
**NON-CLASSROOM OBSERVATION/EVALUATION FORM**

EVALUATION OF SCHOOL PSYCHOLOGIST

CRITERIA FOR THE EVALUATION OF CERTIFICATED SUPPORT PERSONNEL PSYCHOLOGIST

**Criterion 1: Knowledge and Scholarship in Special Field**

Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He or she demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12 and demonstrates the ability to integrate the area of specialty into the total school environment.

- A. Provides a theoretical rationale for the use of various educational procedures with students with disabilities in both special and general education classes
- B. Demonstrates understandings of basic principles of human learning, growth, and development
- C. Relates and applies knowledge, research findings, and theory derived from the disciplines of psychology and special education to the development of a program of services
- D. Demonstrates knowledge of special education legislation and implications for psychological services
- E. Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals

**Criterion 2: Specialized Skills**

Each certificated support person demonstrates, in his or performance, a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation.

- A. Designs and conducts specific and unique programs in the education and management of students with disabilities
  - 1. Screens students referred as a focus of concern for social and emotional adjustment
  - 2. Does diagnostic assessment on all students failing screenings and determines special resources needed
  - 3. Assists in diagnostic assessment of students referred as a focus of concern for learning disabilities
  - 4. Provides management and counseling services to other professionals for behaviorally disabled students
  - 5. Provides management on a short-term basis (Long-term counseling should be referred to other agencies.)
- B. Demonstrates ability to synthesize and integrate testing and observational data concerning the student:
  - 1. Helps students integrate and utilize data
  - 2. Helps others involved with the student interpret and utilize data appropriately and accurately
  - 3. Helps other specialists by providing relevant assessment and interpretive data
  - 4. Assists educational staff in individualizing learning programs consistent with student learning styles and abilities

- C. Develops goals and objectives to meet student's identified adjustment needs as they interfere with educational processes
- D. Conducts ongoing reevaluation of student adjustment program progress
- E. Provides in-service or other instruction in the area of human behavior and learning district
- F. Keeps accurate records necessary to provide data required by the state and school

**Criterion 3: Management of Special and Technical Environment**

Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the specialized programs.

- A. Selects or recommends testing and observational measures appropriate to student needs
- B. Demonstrates appropriate use and the understanding of the limitations and restrictions of testing and observational procedures
- C. Uses summative and formative assessment procedures in predicting student growth
- D. Protects the privacy of students and family information as mandated by state and federal regulations and district policies
- E. Consults with teachers and administrators concerning learning settings in the classroom, building, and on the playground

**Criterion 4: Tire Support Person as a Professional**

Each certificated support person demonstrates awareness of his or her limitations and strengths and demonstrates continued professional growth.

- A. Demonstrates awareness of responsibilities to students, parents, and other educational personnel
- B. Demonstrates commitment to professional activities (attendance at local and state meetings, consortium activities, participation on special committees, etc.)
- C. Demonstrates commitment to professional growth by participation in workshops and seminars or graduate study
- D. Demonstrates awareness of personal and professional limitations and assets and sets appropriate professional goals and objectives

**Criterion 5: Involvement in Assisting Students, Parents, and Educational Personnel**

Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs

- A. Consults with other staff, school personnel, and parents concerning the development, coordination, and/or extension of services to those needing special education or psychological programs
- B. Plans and develops support programs to serve the preventive and developmental needs of the special education population
- C. Interprets characteristics and needs of students to parents, staff, and community group and individual settings via oral and written communications

**SUMMARY EVALUATION REPORT SCHOOL PSYCHOLOGIST**  
**Certificated Classroom Personnel School Year \_\_\_\_\_**

Employee \_\_\_\_\_

Record of Observations (date/time)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**Ratings; 1-Unsatisfactory/2-Basic/3-Proficient/4-Distinguished**

\_\_\_\_\_ 1. Knowledge and Scholarship in Special Field Specialized Skills

\_\_\_\_\_ 2. Specialized Skills

\_\_\_\_\_ 3. Management of Special and Technical Environment.

\_\_\_\_\_ 4. The Support Person as a Professional

\_\_\_\_\_ 5. Involvement in Assisting Students Parents and Educational Personnel

\_\_\_\_\_ **This employee's overall performance.**

Evaluator's Summary Comments

Signature of Evaluator \_\_\_\_\_

Signature of Employee \_\_\_\_\_

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

**APPENDIX E - B  
BREWSTER SCHOOL DISTRICT  
NON-CLASSROOM OBSERVATION/EVALUATION FORM  
Marzano School Academic Coach Evaluation Model**

**1.1 The coach ensures that data are analyzed, interpreted, and used to regularly monitor progress toward school achievement goals.**

**Sample Evidences:**

- Reports, graphs, and charts are available for overall student achievement
- Results from multiple types of assessments are regularly reported and used (e.g., benchmark, common assessments)
- Reports, graphs, and charts are regularly updated to track growth in student achievement
- Achievement data for student subgroups within the school are routinely analyzed
- School leadership teams regularly analyze school growth data
- Data briefings are conducted at faculty meetings
- When asked, faculty and staff can describe the different types of reports available to them
- When asked, faculty and staff can explain how data are used to track growth in student achievement

Scale for Monitors progress on overall student achievement goals

<b>Not Using</b>	<b>Beginning</b>	<b>Developing</b>	<b>Applying</b>	<b>Innovating</b>
The coach does not attempt to ensure that data are available for tracking overall student achievement.	The coach attempts to ensure that data are available for tracking overall student achievement but does not complete the task or does so partially.	The coach ensures that data are available for tracking overall student achievement.	The coach ensures that data are available for tracking overall student achievement AND monitors the extent to which student data are used to track progress toward goal.	The coach ensures that data are analyzed in a variety of ways to provide the most useful information and refines achievement goals or the tracking process as achievement data accrue.

**1.2 The coach uses data to help staff plan and provide interventions that meet individual student learning needs, including ELL and special education.**

**Evidences:**

Possible Coach Evidence:

- Uses differentiation
- Uses data for flexible grouping
- Implements a variety of classroom interventions
- Knows when to move students to the next level of intervention

- Identifies the accommodations/adaptations that must be made for individual ELL students or groups within a lesson and/or unit of instruction
- Has plans that have been adapted or modified appropriately according to the language needs of the student
- Accommodations and adaptation are visible throughout the classroom and units of instruction

Possible Teacher Evidence:

- Is aware of the purpose for the intervention
- Is aware of available resources and accesses them appropriately

Uses data to plan and provide interventions that meet individual learning needs of students

Unsatisfactory	Basic	Proficient	Distinguished
The coach does not know or understand the intervention system or does not use the intervention system to address student needs.	The coach identifies interventions that meet the needs of specific subpopulations (e.g., ELL, special education, and students who come from environments that offer little support for learning), but does help ensure that all students are adequately served by the interventions.	The coach identifies and effectively employs interventions that meet the needs of specific subpopulations (e.g., ELL, special education, and students who come from environments that offer little support for learning).	The coach is a recognized leader in helping others employ interventions that meet the needs of specific subpopulations (e.g., ELL, special education, and students who come from environments that offer little support for learning).

### 2.3 The coach provides a clear vision as to how instruction should be addressed in the school.

Sample Evidences:

- A written document articulating the school-wide model of instruction is in place
- The school-wide language of instruction is used regularly by faculty in their professional learning communities and faculty and/or department meetings
- Professional development opportunities are provided for new teachers regarding the school-wide model of instruction
- Professional development opportunities are provided for all teachers regarding the school-wide model of instruction
- New initiatives are prioritized and limited in number to support the instructional model
- The school-wide language of instruction is used regularly by faculty in their informal conversations
- When asked, teachers can describe the major components of the school-wide model of instruction
- When asked, teachers can explain how strategies in the instructional framework promote learning for the school's diverse population

Scale for Clear vision on instruction

Not Using	Beginning	Developing	Applying	Innovating
The coach does not attempt to	The coach attempts to ensure that a school-	The coach ensures that a school-wide	The coach ensures that a school-wide language or	The coach continually examines and makes



ensure that a school-wide language or model of instruction is in place.	wide language or model of instruction is in place but does not complete the task or does so partially.	language or model of instruction is in place.	model of instruction is in place AND monitors the extent to which the faculty and staff understand the instructional model.	adjustments so that all faculty and staff understand the nuances of the instructional model and integrates new instructional initiatives into the school instructional model.
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## 2.4 The coach is aware of predominant instructional practices throughout the school.

### Sample Evidences:

- Walk-through or other informal observation data are aggregated in such a way as to disclose predominant instructional practices in the school
- Fortright feedback is provided to teachers regarding their instructional practices
- Systems are in place to monitor the effect of the predominant instructional practices for all subgroups in the school
- Data are available to document the predominant instructional practices in the school
- The coach can describe effective practices and problems of practice
- When asked, teachers can describe the predominant instructional practices used in the school

### Scale for Awareness of predominant instructional practices

Not Using	Beginning	Developing	Applying	Innovating
The coach does not attempt to ensure that information about predominant instructional strategies in the school is collected.	The coach attempts to ensure that information about predominant instructional strategies in the school is collected and regularly interact with teachers about the effectiveness of these strategies but does not complete the task or does so partially.	The coach ensures that information about predominant instructional strategies in the school is collected and regularly interacts with teachers about the effectiveness of these strategies.	The coach ensures that information about predominant instructional strategies in the school is collected, regularly interacts with teachers about the effectiveness of these strategies, AND monitors the extent to which the information is used to identify effective and ineffective practices.	The coach regularly intervenes to ensure that ineffective instructional practices are corrected and effective instructional practices are proliferating.

## 2.5 The coach participates with teacher teams and collaborative groups regularly interact to address common issues regarding curriculum, assessment, instruction, and the achievement of all students.

### Sample Evidences:

- The coach regularly examines the PLC's progress
- Common assessments are created by PLCs
- Student achievement and growth are analyzed by PLCs

### Scale for Teacher teams regularly address school issues

Not Using	Beginning	Developing	Applying	Innovating
The coach participates with teams or collaborative groups of teachers and other relevant staff meet regularly to help meet the goals relative to curriculum, assessment, and instruction.	The coach participates with teams or collaborative groups of teachers and other relevant staff meet goals relative to curriculum, assessment, and instruction but does not complete the task or does so partially.	The coach participates with teams or collaborative groups of teachers and other relevant staff meet regularly and to meet goals relative to curriculum, assessment, and instruction.	The coach participates with teams or collaborative groups of teachers and other relevant staff to meet the goals relative to curriculum, assessment, and instruction AND monitors the discussion around goals as they are designed to enhance the achievement of all students.	The coach participates with teams or collaborative groups of teachers and other relevant staff in the regular revision of group goals relative to curriculum, assessment, and instruction so they reflect the changes in student achievement and data and intervenes and supports teacher teams whose goals do not adequately address achievement of all students.

**2.6 The coach plans and prepares for the use of available materials, including technology.**

Evidences:

Possible Coach Evidence:

- Has plan that outlines and/or can describe resources for the classroom that can be used to enhance teachers’ understanding of the content
- Has plan that outlines and/or can describe resources within the school that will be used enhance teachers’ understanding of the content
- Has plan that outlines and/or can describe resources within the community that will be used to enhance students’ understanding of the content

Plans/prepares for use of available resources and technology

Unsatisfactory	Basic	Proficient	Distinguished
The coach makes no attempt to perform this activity, or the coach attempts to perform this activity but does not actually complete or follow through with these attempts.	The coach identifies the available materials that can enhance student understanding but does not clearly identify or describe the manner in which they will be used.	The coach identifies the available materials that can enhance student understanding and the manner in which they will be used.	The coach is a recognized leader in helping others plan and prepare for the use of available materials, including technology used.

**2.7 The coach pursues professional development based on his/her written growth and development plan and monitors progress relative to that plan.**

Evidences:

Possible Coach Evidence:

- Constructs a growth plan that outlines measurable goals, action steps, manageable timelines and appropriate resources
- Can describe the professional growth plan using specific and measurable goals, action steps, manageable timelines and appropriate resources

- Constructs a plan that outlines a method for charting progress toward established goals supported by evidence (e.g., student achievement data, student work, student interviews, peer, self and observer feedback)
- Can describe progress toward meeting the goals outlined in the plan supported by evidence (e.g., student achievement data, student work, student interviews, peer, self and observer feedback)

Pursues professional development based on his/her written growth and development plan, and monitors progress relative to that plan

Unsatisfactory	Basic	Proficient	Distinguished
The coach makes no attempt to perform this activity, or the teacher attempts to perform this activity but does not actually complete or follow through with these attempts.	The coach develops a written professional growth and development plan but does not articulate clear goals and timelines. The teacher charts his or her progress on the professional growth and development plan using established goals and timelines but does not make adaptations as needed.	The coach develops a written professional growth and development plan with goals and timelines, charts his or her progress, and makes adaptations as needed.	The coach is a recognized leader in helping others develop professional growth and development plans.

### 3.8 The coach ensures that the school program is focused enough that it can be adequately addressed in the time available to teachers.

Sample Evidences:

- Teams regularly meet to discuss the progression and viability of documents that articulate essential content and timing of delivery (e.g., pacing guides, curriculum maps)
- A plan is in place to monitor that the program is taught in the time available to teachers
- When asked, teachers can describe which elements are essential and can be taught in the scheduled time
- When asked, students report they have time to learn the essential learning

Scale for Focused curriculum

Not Using	Beginning	Developing	Applying	Innovating
The coach does not attempt to ensure that the program has been unpacked in such a manner that essential elements have been identified.	The coach attempts to ensure that the program has been unpacked in such a manner that essential elements have been identified but does not complete the task or does so partially.	The coach ensures that the program has been unpacked in such a manner that essential elements have been identified.	The coach ensures that the program has been unpacked in such a manner that essential elements have been identified AND monitors the extent to which the essential elements are few enough to allow adequate time for students to learn them.	The coach ensures that essential elements of the program are regularly examined and revised with an eye toward making instruction more focused and efficient.

### 3.9 The coach demonstrates a comprehensive understanding of the program taught and the standards for the program.

Evidences:

Possible Teacher Evidence:

- Appropriately uses content language
- Connects content to the standards
- Develops appropriate formative/summative assessments/rubrics
- Engages in content discussions with colleagues
- Shows evidence of knowledge of standards through the syllabi
- Communicates standards to parents
- Monitors progress toward standards

Possible Teacher Evidence:

- Can summarize important content
- Can make connections to other disciplines and prior knowledge
- Can describe the standard that is being worked on
- Track progress toward meeting standards

Demonstrates a comprehensive understanding of the subject taught and the standards for the subject

Unsatisfactory	Basic	Proficient	Distinguished
The coach does not demonstrate adequate knowledge of the program and/or the standards for the subject.	The coach demonstrates an acceptable but incomplete knowledge of the program and/or the standards for the subject.	The coach demonstrates a comprehensive knowledge of the program and the standards for the subject.	The coach is a recognized leader in helping others understand the program and/or the standards for the subject.

**4.10 The coach displays dependability through active participation.**

Evidences:

Possible Teacher Evidence:

- Is punctual
- Is prepared for meetings
- Works to resolve conflicts
- Respectfully addresses others
- Assists in the effective functioning of a team/group

Promotes positive interactions with colleagues and displays dependability through active participation

Unsatisfactory	Basic	Proficient	Distinguished
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The coach makes little or no attempt to follow established norms or collective commitments. The coach behavior may be obstructing the functioning of the team/group.	The coach attempts to follow established norms or commitments but does not comply with all norms and collective commitments.	The coach follows established norms and collective commitments, contributing to the overall effectiveness of the team.	The coach consistently models established norms and collective commitments. The coach is a recognized leader in facilitating the team/group in resolving conflict for effective functioning.
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**4.11 The coach collaborates with colleagues about student learning and instructional practices by mentoring other teachers through the sharing of ideas and strategies.**

Evidences:

Possible Coach Evidence:

- Actively provides help and input in Professional Learning Community meetings
- Actively provides help and input from appropriate school personnel to address issues that impact instruction
- Can describe how he or she seeks input from colleagues regarding issues that impact instruction
- Providing mentorship: Keeps tracks of specific situations during which he or she mentored other teachers
- Providing mentorship: Contributes and shares expertise and new ideas with colleagues to enhance student learning in formal and informal ways
- Providing mentorship: Serves as an appropriate role model (mentor, coach, presenter, researcher) regarding specific classroom strategies and behaviors
- Providing mentorship: Can describe specific situations in which he or she has mentored colleagues

Collaborates with colleagues about student learning and instructional practices by seeking mentorship for areas of need or interest, and/or by mentoring other teachers through sharing ideas and strategies

Unsatisfactory	Basic	Proficient	Distinguished
The coach makes no attempt to perform this activity, or the coach attempts to perform this activity but does not actually complete or follow through with these attempts.	The coach seeks help and mentorship from colleagues regarding specific classroom strategies and/or mentors other teachers, but does not necessarily do so in a manner that enhances pedagogical skill.	The coach seeks help and mentorship from colleagues regarding specific classroom strategies and/or mentors other teachers in such a manner as to enhance pedagogical skill.	The coach is a recognized leader in mentoring others in such a way as to enhance their pedagogical skill.

**4.12 The coach participates in district and school initiatives.**

Evidences:

Possible Coach Evidence:

- Participates in school activities and events as appropriate to support students and teachers
- Serves on school and district committees
- Participates in staff development opportunities
- Works to achieve school and district improvement goals

- Keeps track of specific situations in which he or she has participated in school or district initiatives
- Can describe or show evidence of his/her participation in district and school initiatives

Participates in district and school initiatives

Unsatisfactory	Basic	Proficient	Distinguished
The coach makes no attempt to perform this activity, or the coach attempts to perform this activity but does not actually complete or follow through with these attempts.	The coach is aware of the district and school initiatives, but does not participate at a level consistent with his or her talents and availability.	The coach participates in district and school initiatives at a level consistent with his or her talents and availability.	The coach is a recognized leader in helping others be aware of and participate in district and school initiatives.

### 5.13 The coach shares student success relative to the learning targets with staff and administration.

#### Celebrates student success

Unsatisfactory	Basic	Proficient	Distinguished
When the strategy is called for the coach does not use it or the teacher uses the strategy incorrectly or with parts missing.	The coach provides students with recognition of their current status but not their knowledge gain relative to the learning goal.	The coach provides students with recognition of their current status and their knowledge gain relative to the learning goal and monitors the extent to which students are motivated to enhance their status.	The coach adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.

### 5.14 The coach demonstrates value and respect for all staff.

Evidence:

Possible Teacher Evidence:

- Compliments teacher regarding academic and personal accomplishments
- Engages in informal conversations with teacher that are not related to academics
- Uses humor with teacher when appropriate

Demonstrates value and respect for all, including typically underserved students

Unsatisfactory	Basic	Proficient	Distinguished
When the strategy is called for the coach does not use it, or the coach uses strategy incorrectly or with parts missing.	The coach minimally uses verbal and nonverbal behaviors that indicate value and respect for students, with particular attention to those typically underserved.	The coach uses verbal and nonverbal behaviors that indicate value and respect for students, with particular attention to those typically underserved, and monitors the quality of relationships in the classroom.	The coach adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.

**5.15 The coach has the trust of the faculty and staff that his or her actions are guided by what is best for all student populations.**

**Sample Evidences:**

- The coach is recognized by the school community as one who is willing to "take on tough issues"
- The coach acknowledges when school goals have not been met or initiatives have failed and revises the plan for success
- When asked, faculty and staff describe the coach as an individual whose actions are guided by a desire to help all students learn
- When asked, faculty and staff describe the coach as an individual who will follow through with his/her initiatives
- When asked, faculty and staff describe the coach as one whose actions support his/her talk and expectations
- When asked, faculty and staff describe the coach as one who speaks with candor and "takes on tough issues"

Scale for Trust of faculty and staff

Not Using	Beginning	Developing	Applying	Innovating
The coach does not attempt to perform with integrity and in the best interest of all students.	The coach attempts to perform with integrity and in the best interest of all students but does so sporadically or inconsistently.	The coach performs with integrity and in the best interest of all students.	The coach performs with integrity and in the best interest of all students AND monitors the extent to which faculty and staff perceive him/her as an individual who will follow through with initiatives. and whose actions are guided by the desire to help all students learn.	The coach actively seeks expertise/mentors for validation and feedback to confirm or improve how he/she performs or is perceived.

**5.16 The coach builds positive relationships with teachers by displaying objectivity and control.**

**Evidence:**

Possible Coach Evidence:

- Does not exhibit extremes in positive or negative emotions
- Addresses inflammatory issues and events in a calm and controlled manner
- Interacts with all teachers in the same calm and controlled fashion
- Does not demonstrate personal offense at teacher misbehavior

Possible Teacher Evidence:

- Are settled by the coach's calm demeanor
- Describe the coach as in control of himself/herself
- Say that the coach does not hold grudges or take things personally

Builds positive relationships with staff by displaying objectivity and control

Unsatisfactory	Basic	Proficient	Distinguished
When the strategy is called for the coach does not use it, or the coach uses strategy incorrectly or with parts missing.	The coach behaves in an objective and controlled manner.	The coach behaves in an objective and controlled manner and monitors a positive relationship with staff.	The coach adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.

### 5.17 The coach actively communicates and collaborates with parents/guardians and school/community regarding courses, programs, and school events.

#### Evidences:

##### Possible Coach Evidence:

- Utilizes the appropriate means of communication
- Presents to, works with, or speaks to the school board, ad hoc committees, PTSA, media, advisory groups, etc.
- Fosters partnerships with families/school/community
- Encourages parent and community involvement in classroom and school activities
- Accesses available expertise and resources to support teachers' learning needs
- Works cooperatively with appropriate school personnel to address issues that impact student learning

##### Possible Teacher Evidence:

- When asked, are aware that coaches actively communicate with their parents
- When asked teacher are aware that coaches are active in the community

Communicates with parents/guardians and school/communities in a timely and professional manner regarding courses, programs, school events and grade level expectations

Unsatisfactory	Basic	Proficient	Distinguished
The coach makes no attempt to perform this activity, or the coach attempts to perform this activity but does not actually complete or follow through with these attempts.	The coach attempts to communicate and collaborate with parents/guardians and school/community regarding courses, programs and school events relevant to the students, but does not necessarily do so in a timely or clear manner.	The coach communicates and collaborates with parents/guardians and school/community regarding courses, programs and school events relevant to the students in a timely and professional manner.	The coach is a recognized leader in helping others communicate and collaborate with parents/guardians and school/community regarding courses, programs and school events relevant to the students.



# MARZANO SCHOOL ACADEMIC COACH EVALUATION MODEL

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

## Domain 1: Data Driven Focus on Student Achievement

- \_\_\_\_\_ 1. The coach ensures that data are analyzed, interpreted, and used to regularly monitor progress toward school achievement goals.
- \_\_\_\_\_ 2. The coach uses data to help staff plan and provide interventions that meet student learning needs, including ELL and special education.

\_\_\_\_\_ **Domain Score**

## Domain 2: Continuous Improvement of Instruction

- \_\_\_\_\_ 3. The coach provides a clear vision as to how instruction should be addressed in the school.
- \_\_\_\_\_ 4. The coach is aware of predominant instructional practices throughout the school.
- \_\_\_\_\_ 5. The coach participates in teacher teams and collaborative groups regularly interact to address common issues regarding curriculum, assessment, instruction, and the achievement of all students.
- \_\_\_\_\_ 6. The coach plans and prepares for the use of available materials including technology.
- \_\_\_\_\_ 7. The coach pursues professional development based on his/her written growth and development plan and monitors progress relative to that plan.

\_\_\_\_\_ **Domain Score**

## Domain 3: Guaranteed and Viable Curriculum

- \_\_\_\_\_ 8. The coach ensures that the school program is focused enough that it can be adequately addressed in the time available to teachers.
- \_\_\_\_\_ 9. The coach demonstrates a comprehensive understanding of the program taught and the standards for the subject.

\_\_\_\_\_ **Domain Score**

## Domain 4: Cooperation and Collaboration

- \_\_\_\_\_ 10. The coach displays dependability through active participation.
- \_\_\_\_\_ 11. The coach collaborates with colleagues about student learning and instructional practices by mentoring other teachers through the sharing of ideas and strategies.
- \_\_\_\_\_ 12. The coach participates in district and school initiatives.

\_\_\_\_\_ **Domain Score**

## Domain 5: School Climate

- \_\_\_\_\_ 13. The coach shares student success relative to the learning targets with staff and admin.
- \_\_\_\_\_ 14. The coach demonstrates value and respect for all staff.
- \_\_\_\_\_ 15. The coach has the trust of the staff that his/her actions are guided by what is best for all students.
- \_\_\_\_\_ 16. The coach builds positive relationships with teachers by displaying objectivity and control.
- \_\_\_\_\_ 17. The coach actively communicates and collaborates with parents/guardians and school/community regarding courses, programs and school events.

\_\_\_\_\_ **Domain Score**

\_\_\_\_\_ Observable Evidence, Authentic Artifacts scored: 1-2-3-4 (unsatisfactory, basic, proficient, distinguished)

\_\_\_\_\_ Professional Growth Goal (Domain 5 – A Goal written for you)

\_\_\_\_\_ Teacher Growth Goal (Domain 4 – A Goal written for teachers)

**Final Summative Score on Domain Components**

<b>&lt;31</b>	<b>32-45</b>	<b>46-60</b>	<b>61-68</b>
<b>U</b>	<b>B</b>	<b>P</b>	<b>D</b>

**Academic Coach Signature** \_\_\_\_\_

**Evaluator's Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**APPENDIX E – C  
BREWSTER SCHOOL DISTRICT  
NON-CLASSROOM OBSERVATION/EVALUATION FORM**

**Brewster Jr/Sr High School  
School Counselor Performance Appraisal**

Based on the [American School Counselor Association National Model](#)<sup>TM</sup> used by permission.  
School Counselor Name \_\_\_\_\_ Today's Date: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Position: \_\_\_\_\_

**Directions:**

1. For each of the performance standards, rate the counselor using the following scale:

<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>
<i>Unsatisfactory</i>	<i>Basic</i>	<i>Proficient</i>	<i>Distinguished</i>

2. Also, include any relevant comments for each of the thirteen standards and for the school counselor's overall performance.

Description	Rating
<b>Standard 1: The professional school counselor plans, organizes and delivers the school counseling program.</b>	
1.1 A program is designed to meet the needs of the school.	
1.2 The professional school counselor demonstrates interpersonal relationships with students.	
1.3 The professional school counselor demonstrates positive interpersonal relationships with educational staff.	
1.4 The professional school counselor demonstrates positive interpersonal relationships with parents or guardians.	
<b>Comments:</b>	
<b>Standard 2: The professional school counselor implements the school guidance curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.</b>	
2.1 The professional school counselor teaches school guidance units effectively.	
2.2 The professional school counselor develops materials and instructional strategies to meet student needs and school goals.	
2.3 The professional school counselor encourages staff involvement to ensure the effective implementation of the school guidance curriculum.	
<b>Comments:</b>	
<b>Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans.</b>	
3.1 The professional school counselor, in collaboration with parents or guardians, helps students establish goals and develop and use planning skills.	

Description	Rating
3.2 The professional school counselor demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.	
<b>Comments:</b>	
<b>Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.</b>	
4.1 The professional school counselor counsels individual students and small groups of students with identified needs and concerns.	
4.2 The professional school counselor consults effectively with parents or guardians, teachers, administrators and other relevant individuals.	
4.3 The professional school counselor implements an effective referral process with administrators, teachers and other school personnel.	
<b>Comments:</b>	
<b>Standard 5: The professional school counselor provides system support through effective school counseling program management and support for other educational programs.</b>	
5.1 The professional school counselor provides a comprehensive and balanced school counseling program in collaboration with school staff.	
5.2 The professional school counselor provides support for other school programs.	
<b>Comments:</b>	
<b>Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.</b>	
6.1 The professional school counselor discusses the qualities of the school counselor management system with the other members of the counseling staff and has agreement.	N/A
6.2 The professional school counselor discusses the program results anticipated when implementing the action plans for the school year.	
<b>Comments:</b>	
<b>Standard 7: The professional school counselor is responsible for establishing and convening an advisory council for the school counseling program.</b>	
7.1 The professional school counselor meets with the advisory committee.	
7.2 The professional school counselor reviews the school counseling program audit with the council.	
7.3 The professional school counselor records meeting information.	

Description	Rating
<b>Comments:</b>	
<b>Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.</b>	
8.1 The professional school counselor uses school data to make decisions regarding student choice of classes and special programs.	
8.2 The professional school counselor uses data from the counseling program to make decisions regarding program revisions.	
8.3 The professional school counselor analyzes data to ensure every student has equity and access to a rigorous academic curriculum.	
8.4 The professional school counselor understands and uses data to establish goals and activities to close the gap.	
<b>Comments:</b>	
<b>Standard 9: The professional school counselor monitors the students on a regular basis as they progress in school.</b>	
9.1 The professional school counselor is accountable for monitoring every student's progress.	
9.2 The professional school counselor implements monitoring systems appropriate to the individual school.	
9.3 The professional school counselor develops appropriate interventions for students as needed and monitors their progress.	
<b>Comments:</b>	
<b>Standard 10: The professional school counselor uses time and calendars to implement an efficient program.</b>	
10.1 The professional school counselor uses a master calendar to plan activities throughout the year.	
10.2 The professional school counselor distributes the master calendar to parents or guardians, staff and students.	
10.3 The professional school counselor posts a weekly or monthly calendar.	
10.4 The professional school counselor analyzes time spent providing direct service to students.	

**APPENDIX F  
BREWSTER SCHOOL DISTRICT  
NON-CLASSROOM EDUCATIONAL EMPLOYEE  
PROFESSIONAL GROWTH OPTION**

Goals Statement Form

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

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

PGO Goal(s) (Should be limited to 1-3 goals)

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How does the plan enhance your teaching skills, techniques, and abilities?

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How does the plan include collaboration with peers? Please describe.

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Please provide a brief overview of the Activities & Timelines of the PGO:

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What assistance will you need from the administration?

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How will you know the plan has been effective?

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PGO Summary (To be completed by May 15<sup>th</sup>)

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\_\_\_\_\_  
Staff Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Date

**APPENDIX G**  
**Memorandum of Understanding**  
**Between**  
**Brewster School District and the Brewster Education Association**  
**Regarding**  
**Moving Assistance Due to High School School Construction**

The District and Association agree that the District is going through a period of growth and accompanying expansion to its facilities. Changes between now and the end of construction will be a common occurrence. High School teachers may be moving classrooms, perhaps more than once, during this period due to construction and remodeling of schools.

During this period of construction, the District agrees to provide any high school teacher who is directed by the administration to move due to construction activities, up to 15 hours at their per diem rate for each move. These hours are in addition to any contractual TRI time for preparing their rooms for the school year. The fifteen hours are divided into 7.5 hours for packing up their classroom and 7.5 hours to unpack in their new location. The District will continue to provide support by transporting boxes and classroom materials to the new room.

The parties agree this memorandum does not create a precedent for future moves or other moves currently covered in the collective bargaining agreement.

\_\_\_\_\_/ \_\_\_\_\_  
For the Association Date

\_\_\_\_\_/ \_\_\_\_\_  
For the District Date