



**AGREEMENT BETWEEN  
FERNDALE SCHOOL DISTRICT NO. 502  
AND  
FERNDALE EDUCATION ASSOCIATION  
2016-2018**

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## PREAMBLE

This agreement is made and entered into by and between the Ferndale School District No. 502, Whatcom County, Washington, hereinafter referred to as "the District" acting through its Board of Directors, hereinafter referred to as "the Board," and the Ferndale Education Association, hereinafter referred to as "the Association," and referred to collectively as "the Parties."

## ARTICLE I

### Section 1 RECOGNITION

Pursuant to the Educational Employment Relations Act, Chapter 288, Laws of 1975, First Extraordinary Session, The Ferndale Education Association and the Board of Education of the Ferndale School District No. 502 do hereby concur in the definition of the bargaining unit for certificated personnel as: all certificated teaching personnel, including librarians, counselors, psychologists, speech/language pathologists, occupational therapists, registered nurses, and music and reading specialists, employed by the Board of Education whether on contract or on leave, excluding superintendent, assistant superintendents, executive directors, principals, vice principals, casual substitutes, teaching aides, and confidential employees.

The Board of Education of the Ferndale School District No. 502 hereby confirms the previously recognized status of the Ferndale Education Association as the exclusive bargaining representative for the defined unit and submits this resolution in support of continuing recognition by the Educational Employment Relations Act Commission as provided for under the Act.

### Section 2 DEFINITIONS

Unless the context in which they are used clearly requires otherwise, when used in this Agreement:

- The term "Agreement" shall mean this entire contract.
- The term "Association" shall mean the Ferndale Education Association.
- The term "Board" shall mean the Board of Directors of the Ferndale School District Number 502.
- The term "District" shall mean the Ferndale School District No. 502.
- The term "FEA" shall mean the Ferndale Education Association.
- The term "days" shall mean calendar days unless otherwise specifically defined in this agreement.

## ARTICLE II

### Section 1 RATIFICATION

When agreement is reached between the bargaining teams, the proposed agreement shall be reduced to writing and submitted and recommended first to the Association for ratification within two weeks. After ratification by the Association, the agreement shall be recommended to the Board. Upon approval, the terms of the agreement shall be implemented.

### Section 2 INDIVIDUAL EMPLOYEE CONTRACT

Individual employee contracts issued to members of the bargaining unit will contain no provisions that would violate any section of this Agreement. By June 1st of each year, individual employees will be asked to sign a Notice of Intent to Return. Such notice shall include notation of each employee's contract status (leave replacement, provisional, continuing) and FTE. Staff members indicating intent to return shall be released from the individual employee contract for the upcoming year if they give notice to the District prior to August 15th. If notice is given after August 15th, staff members will be released provided the District can hire a qualified replacement.

### Section 3 AFFIRMATIVE ACTION

It is the policy of the Ferndale School District to ensure that the District's employment practices are administered to overcome the effects of past discrimination and to further equal employment opportunity without regard to race, color, religion, creed, sex, age, national origin, marital status, veteran status, or physical, mental, or sensory disability except as may be necessary to meet a bona fide occupational qualification. Accordingly, the District has implemented an Affirmative Action Plan, which includes a review of District programs, monitoring the composition of its work force, and use of employment procedures to ensure equal employment opportunities for employees and applicants.

It shall be the responsibility of the Superintendent or designee to develop and monitor the Affirmative Action Plan, and to periodically revise the Plan as necessary and appropriate. As set forth in the Affirmative Action Plan, management and supervisory personnel in all schools and departments of the District shall carry out the provisions and intent of the Affirmative Action Plan and Affirmative Action Policy. Adherence to the Affirmative Action Plan and Affirmative Action Policy is a primary responsibility of the Superintendent and District administrators, managers, and supervisors. All employees are expected to work toward the success of the Affirmative Action Plan.

### Section 4 CONFORMITY TO LAW

This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any member of the bargaining unit covered hereby shall be found contrary to law, such provisions or applications shall be void. The parties agree to open bargaining on any provision ruled contrary to law. The rest of the Agreement shall continue in full force

and effect.

### Section 5 DISTRIBUTION OF AGREEMENT

Within forty (40) working days following ratification of this Agreement, the District shall print and distribute to all members of the bargaining unit copies of this Agreement. The cost of labor and materials for such printing and distribution shall be borne equally by the District and Association. Twenty-five (25) additional copies will be furnished to the Association at cost. All members of the bargaining unit including new employees will be furnished a copy at a cost to be shared by the District and Association.

## ARTICLE III

### Section 1 EXCLUSIVITY

Rights and privileges afforded to the Association in this Agreement shall not be granted to an organization seeking to represent employees now represented by the Association.

### Section 2 USE OF FACILITIES

With prior approval of the principal, school facilities may be used for Association meetings and business at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations and providing that custodial staff is on duty. Provided further that school facilities may not be used during strikes or work stoppages and further will not be used to take strike votes or prepare strike materials such as picket signs.

### Section 3 USE OF EQUIPMENT

The Association will be granted the privilege of using building business equipment at reasonable times when such equipment is not otherwise in use. Further, to enhance communication between the Association and the District, the Association may utilize the District's e-mail and voice-mail systems for representation and negotiation purposes. The Association shall pay for all paper and supplies related to such use and shall be responsible for any damage or maintenance charges attributable to its use of that equipment.

### Section 4 MEMBERSHIP COMMUNICATION

The Association shall have the right to use employee mail boxes for communication purposes. The Association will not use district mail services or bulletin boards during work stoppages or strikes, or to mail strike votes or strike pamphlets. All materials must be clearly marked as to source.

In the event the postal regulations are revised to permit unions to use internal mail distribution systems, then the District shall reinstate the Association's right to use the

District's internal mail distribution system.

The Association shall have the right to attend the staff orientation that is part of new employee's work year. The Association will be allowed to make a presentation during the orientation.

#### Section 5 AVAILABILITY OF INFORMATION

The Association shall be placed on the District's mailing list to receive the following:

1. Annual financial reports
2. Certificated Personnel Reports (S-275)
3. For each employee on the S-275, a listing of building assignment and bargaining unit
4. Monthly revenue and expenditure reports
5. Public notices, agendas, and minutes of all Board meetings
6. Monthly student enrollment reports
7. District Directory
8. Other materials agreed upon between the Superintendent and the Association.

#### Section 6 RELEASED TIME

Negotiations and grievance hearings can only be scheduled before or after school hours, unless another time is mutually agreed upon.

#### Section 7 ASSOCIATION PRESIDENT/DISTRICT SUPERINTENDENT MEETING

During the term of this agreement, the Association President will meet with the Superintendent on the request of either party to discuss items of mutual concern regarding the administration of this agreement and other mutual concerns. The president and superintendent will mutually agree upon the dates for these meetings.

#### Section 8 MANAGEMENT RIGHTS

The parties jointly recognize that pursuant to the laws of Washington State, the Board, as elected citizens, has the responsibility for formulation and implementation of policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended or to be implied by any provisions of this Agreement.

In accordance with and subject to applicable laws, regulations and provisions of this Agreement, the Board retains the exclusive right to manage the District and to direct its employees. Further, the Board retains the rights to delegate such management rights to management personnel, but only to the extent allowed by law or regulations. The Board



acts by and through its administrative and supervisory staff. The following are recognized management functions:

1. To determine the administrative organization to manage the school system;
2. To set up principles of interrelationships and working procedures where by the board, superintendent, professional staff and lay people can exercise participation in determining educational and administrative policy in the operation of the schools;
3. To prescribe courses of study, to include those required by the State Board of Education for use in the common schools of this state;
4. To employ, evaluate, promote, assign, and transfer employees;
5. To non-renew, discharge, suspend, demote and discipline employees;
6. To prepare and adopt an annual budget and other financial documents required by law;
7. To establish school location, use, design, feasibility, need and cost;
8. To make necessary policies, rules, and regulations not inconsistent with this Agreement and deemed essential to the well-being of students within the District; and
9. Reserve unto itself all of its legal responsibilities for the operation of a good common school, including the right to reject any and all recommendations and the right to revise its policies, rules and regulations from time to time to meet changing conditions. Board policies are appealable only to the Board, except to the extent that other legal remedies are available under law. Specific violations of this collective bargaining agreement are subject to the grievance procedure.

Any other management functions not specifically covered in this Agreement shall be retained by the Board and its designees when such functions are required by law.

## ARTICLE IV

### Section 1 ASSOCIATION SECURITY AND DUES DEDUCTIONS

1. It is recognized that the negotiations and administration of this Agreement entail expenses, which appropriately are shared by all employees in the bargaining unit. The terms and conditions of this Agreement in regard to Association membership, the payment of an agency shop fee, and alternatives as provided in accordance with RCW 41.59.100, are set forth below.
2. New employees (i.e., hired after September 1, 1985) may elect to become members of the Association or may pay an agency shop fee. New employees who fail to authorize payroll deductions will have the agency shop fee deducted from their salary and paid to the Association, pursuant to Chapter 41.59 RCW.
3. An employee who was a member of the Association on September 1, 1985, shall thereafter maintain his/her membership in good standing in the Association during

- the life of this Agreement or pay an agency shop fee equivalent.
4. Individuals who were employees of the District but not members of the Association on September 1, 1985, shall be exempted from the maintenance of membership and agency shop provisions of this Section 1. Such exemptions shall continue as long as such employees remain employees of the District.
  5. In order to safeguard the right of non-association of employees based on bonafide religious tenets or teachings of a church or religious body of which such employee is a member, said employee may pay an amount of money equivalent to the agency shop fee to a non-religious charity or charitable organization pursuant to RCW 41.59.100 and PERC regulations there under.
  6. The District agrees to the deduction of monthly dues uniformly levied by the Association for those employees who request in writing to have their regular monthly dues deducted on the basis of individually signed voluntary check-off authorization cards.
  7. On or before August 25 of each school year, the Association shall give written notice to the District of the dollar amounts of dues for members and agency shop fee payers which are to be deducted in the coming school year. These amounts shall not be subject to change during the school year. The agency shop fee shall be the equivalent of the total dues required of Association members excluding WEAPAC and any other voluntary component.
  8. Deductions shall be made in twelve (12) equal amounts from each pay check beginning with the first warrant of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated at one-twelfth (1/12) of the total amount for each month the employees are employed. The District agrees to promptly remit all monies so deducted directly to the agency designated in writing by the Association. A list of employees from whom the deductions have been made shall be provided to the Association. The Association agrees to reimburse the District those sums in excess of the total amount due, provided the District actually remitted the excessive amount. The District shall retain the right to make appropriate administrative corrections for erroneous deductions.
  9. The Association agrees to indemnify and save the District harmless against any liability, which may arise by reason of any action taken by the District to comply with the provisions of 1-7, above, including reimbursement for any legal fees or expenses incurred in connection therewith. The District agrees to notify the Association promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of this item and, if the Association so requests in writing, to surrender claims, demands, suits or other forms of liability.

## Section 2 PERSONNEL FILES

Certificated employees shall upon request have the right to inspect the entire contents of their permanent personnel file kept within the District. The District shall provide, at the

individual employee's request, a copy of the evaluation reports or other supporting documents contained in the file. A certificated employee shall be allowed, when inspecting his/her permanent personnel file, to have the UniServ representative or an officer of the Association present.

File Contents:

The file will contain as a minimum:

1. Transcripts of academic records as updated by the employee and audited by the district.
2. Evaluations
3. Individual employee contracts
4. Certificates

The file may also contain:

1. Commendations
2. Letters of reprimand and/or discipline

Annual evaluations, correspondence, or other communications, which refers to the individual's professional competence and performance, shall be maintained in the permanent personnel file only with the individual's knowledge of its content. The individual shall have the right to attach his/her written comments. Prior to placement of any parent, student or staff communication in the permanent personnel file, the administrator and teacher will meet to discuss the validity of the complaints in the communication. A parent, student or staff complaint placed in the personnel file must be put in writing either by the complainant or the administrator investigating the complaint. The identity of any complainant will be shared with the employee prior to taking any disciplinary action or placing any document regarding the complaint in the personnel file. Any derogatory material not shown to an employee within ten (10) days after having been placed in the personnel file shall not be used as evidence in any grievance or in any disciplinary action against such employee.

An employee may ask to have information removed from his/her file. At an employee's request, derogatory material and any response may be removed from the personnel file two years from the date of entry provided no similar or related incidents have arisen and been documented in writing. Information about verbal or physical abuse or sexual misconduct must be retained pursuant to state statute.

### Section 3 WORK LOAD

#### A. WORK YEAR

The length of the base employee contract shall be one hundred eighty (180) student contract days. Certificated staff new to the district shall work and be paid for an additional day. Should the Legislature decide to increase or reduce the number of base contract

days, the length of the contract for all certificated employees will be adjusted to incorporate the applicable number of Learning Improvement Days. Part-time employees shall work the number of base contract days as pro-rated to their FTE.

**B. EXTENDED WORK DAY OR WORK YEAR**

Any extension of contracted days by the District shall be computed at the employee's individual per diem rate of pay. To calculate the daily per diem rate, the following formula shall be used: the employee's contracted rate of pay/180, e.g., employee's base pay/180. The hourly per diem rate equals the daily rate divided by seven and one-half (7.5) hours.

**C. WORK DAY**

The length of the regular workday shall be seven and one-half (7-1/2) hours, which includes a minimum of sixty (60) minutes outside of the student day. Principals may approve written requests for flex time if they meet the needs of the building. All employees shall have a duty-free lunch period of not less than thirty (30) continuous minutes.

Principals will work collaboratively with part-time teachers to develop appropriate schedules.

Changes made to the start/end time of the workday will be discussed with the affected building personnel and announced by May 1st of the prior school year.

**D. STAFF MEETINGS**

Staff meetings shall be held no more than twice monthly. The dates of all scheduled staff meetings for the year, including start and end times, shall be distributed to all staff by September 20. Each meeting shall last no longer than 60 minutes beyond each building's student dismissal time unless the extended time has been scheduled prior to September 20 and comes from building-directed PRS Hours in accordance with Article XII, Section 1 of this agreement. Staff shall have an opportunity to provide input to each meeting's agenda. Meeting agendas shall be distributed at least 24 hours in advance of each meeting. Additional meetings may be called during emergency situations.

**E. PREPARATION TIME**

The use of preparation time shall be employee directed time to be used for class preparation and meeting evaluation goals. Employees shall inform the building Principal or his/her designee if they desire to leave the building during their preparation time. The principal/designee reserves the right to deny such requests based on the needs of the building.

In order to provide adequate planning and staff collaboration time, the calendar shall be adjusted through provision of an early release model. A minimum of ten calendar days shall be designated as early release, and on those days educators shall be provided a minimum of two and one half (2.5) hours of release time. In addition, the last half (1/2) hour of the workday will remain designated as pupil/patron time. The early release days shall be

designated as follows:

- One (1) early release individually determined planning or collaboration time
- One (1) early release building/district directed time
- Eight (8) early release days designated as:
  - 50% individual individually determined planning or collaboration time
  - 50% district/building time

Any additional time added to the early release model will be divided equally in its designation between individually determined planning or collaboration time and district/building time.

#### F. ELEMENTARY PREPARATION TIME

Full-time educators at the elementary level shall be provided a minimum of 225 minutes of uninterrupted planning time, per week, before the student day. In addition, 150 minutes per week will occur during the student day, in blocks of time not less than thirty (30) minutes. Such planning time shall be provided by release for instruction provided by certificated staff. Elementary planning time shall minimally be provided at a level that is prorated per FTE. All elementary educators who are not provided release time shall be provided the capacity to schedule 150 minutes of weekly planning time, in blocks of time not less than 30 minutes.

The purpose of this agreement is to provide for planning time at the elementary level. The preparation time for elementary educators shall be prorated in all work weeks that contain three or more student instructional days including early release days.

Preparation time for elementary educators will be prorated for the number of student instructional days at the rate of thirty minutes per day as illustrated below.

Instructional Days	Minimum Elementary Prep Minutes
3.....	90
4 .....	120
5 .....	150

Any teacher who will have less preparation time than the prorated number of minutes must notify the principal within five (5) working days of the lost preparation time. Each impacted teacher will work with the principal to determine the best solution to lost planning time. The solution may be either providing preparation time equal to the time that was lost or providing compensation for the amount of lost planning time at the teacher's per diem rate.

When teachers attend district directed professional development, a minimum of thirty (30) minutes of planning time will be built into their schedule for that day. Teachers who lose planning time beyond the thirty (30) minutes will be compensated as established above.

After collecting feedback from the teachers affected, the principal will choose a remedy. If a principal elects preparation time as the remedy, a certificated teacher will provide the

time and the principal will ensure lesson plans are available. The building administrator will attempt to balance the impact of lost planning time among staff.

The District will not eliminate, reschedule, or change regularly scheduled preparation time for those teachers that would receive more than the pro-rated minutes.

Specialists who normally provide preparation time to other teachers will not be asked to create new schedules to accommodate the lost time. During a one or two day instructional week, no adjustment in preparation time will be made.

#### G. SECONDARY PREPARATION TIME

Middle school and high school educators will be provided one class period per day for planning during the student day.

#### H. COMPENSATION FOR LOSS OF PLANNING TIME

An employee who supervises all or a portion of another class during his/her planning time will be compensated for the amount of time lost at his or her per diem rate.

#### I. ELEMENTARY MUSIC, LIBRARY AND PHYSICAL EDUCATION TEACHERS

The maximum workload for music, library and physical education teachers shall be forty-five (45) thirty (30) minute sections per week or the equivalent amount of time. If a teacher is required to travel between buildings during the work day, each period of travel shall count as one section. Schedules shall be determined annually by the District after consultation with the affected staff.

Contiguous scheduling of like grade level classes will be given priority in order to facilitate efficient transitions. Wherever possible, the District will provide five (5) minutes between changes in classes. Whenever two elementary specialists provide instruction in the same subject area in the same school building, the District will make efforts to provide continuity of the same instructor for the same students. Principals will review class scheduling with teachers and specialists.

#### J. PLANNING DAYS

Planning time is designed for such activities as curriculum alignment, lesson development, and work around individual goals. These days may also be used to accommodate individual or team planning, or department planning.

- Each full-time elementary educator will receive five (5) half-days of release time per year, provided by a substitute.
- Each full-time middle school educator will receive three (3) half-days of release time per year, provided by a substitute.
- Each full time high school educator will receive two (2) half-days of release time per year, provided by a substitute.
- Any educator who works at more than one level (i.e. middle school/high school) will receive the greater number of half-days per year, provided by a substitute.

Secondary educators in their first three years in a building who teach more than three different preps shall receive two (2) additional half-days of release time per year, provided by a substitute.

Planning days requiring a substitute may not be scheduled on Fridays, the day before a vacation or following a vacation. In addition, educators should avoid taking planning days requiring a substitute on Monday morning. Requests for planning days requiring a substitute will not be granted during the first five (5) days and the last five (5) days of a school year. When possible, two educators should jointly schedule half days each to utilize full day subs or educators should schedule full days as planning days. Educators are strongly encouraged to request these planning time substitutes at least three (3) days in advance. Notification for the use of planning days should be forwarded to the building principal for coordinating the overall building schedule.

In lieu of utilizing the half days as provided above, employees may choose to be compensated at an hourly rate equivalent to the curriculum rate for planning time conducted outside the workday. Planning Days shall be provided pro-rated by FTE. Requests for compensation shall be made by the last working day of each month in order to receive compensation in the next pay period.

#### K. ASSESSMENT SUPPORT

1. Each elementary school budget will have access to funds to be administered by the principal, to purchase substitute teacher or paraeducator time as needed to allow teachers to conduct district-required assessments. Kindergarten and first grade teachers will be provided additional release time to conduct one-on-one assessments as necessary.
2. In the event that secondary mandated testing (i.e. SBAC, EOC, HSPE) will result in the loss of instruction for most of two or more instructional periods, then an alternate testing schedule will be supported by the Ferndale School District. The schedule will be determined in collaboration with the building administration and instructional leaders.

This schedule includes the option of a late-arrival model dedicated to the required testing. Late arrival days will be available to support mandated state testing at the discretion of the building leadership team.

#### L. TRANSITION TIME

A teacher required to travel between campuses during the work day shall be provided with appropriate transition time. A teacher traveling between Eagleridge and Horizon or Skyline and Vista shall be provided no less than 20 minute transition period. A teacher traveling between any other two campuses shall be provided no less than a 30- minute transition period. Transition time shall not be included in teacher preparation time or duty-free lunchtime.

#### M. EDUCATIONAL STAFF ASSOCIATE (ESA)

The workload for ESA's shall be determined annually by the district after consultation with the affected staff, taking student needs and actual travel needs into consideration. Each specialty will meet to determine the distribution of the students by employee. Notwithstanding this provision, the District will comply with any provision in the Agreement governing workload for ESA's

Should the legislature provide ESA funding for national certification from their respective professional associations, the District pass the appropriate stipend onto ESA employees. Funding of these stipends will continue as long as the legislature fully funds these certifications

SLP – Certificate of Clinical Competence (CCC)

OT – National Board of Certification in Occupational Therapy (NBCOT)

Psychologists – Nationally Certificated School Psychologist (NCSP)

Nurse – National Board Certification of School Nurses (NBCSN)

PT – Specialist Certification Examination in Orthopedics Social Workers

To receive a certification stipend, ESA employees must earn certification before the last day of school.

Employees will receive a lump sum payment in their July paycheck. Verification of the national certification must be provided to Human Resources by the last day of school in order to receive payment.

Employees are responsible for providing Human Resources with verification of renewal when their certificate expires.

The compensation will be pro-rated based on FTE.

If an ESA leaves FSD employment prior to the last student day, he/she will receive the stipend pro-rated to the length of his/her service to the District. A copy of the national certificate must be provided to Human Resources prior to the last day of work.

## N. NURSES

### 1. Workday

A nurse's contracted work-day shall be 7.5 hours long. Because a nurse's duties regularly require both elementary and secondary coverage, an individual nurse's 7.5 hour work-day may flex between the elementary and secondary start/end times.

### 2. Work Load

The District will make every effort to maintain a nursing staff ratio that does not exceed 1:1500 student FTE and/or the most appropriate caseload/workload based on student needs, individual student support services and any other legal requirements.

If the caseload/workload exceeds the above, the following process will be followed:



- a. Employee will notify the supervisor, in writing, identifying the problem or critical situation.
- b. Once notified, the supervisor will solicit employee input and propose and implement a solution within the (10) workdays.
- c. The supervisor will evaluate the solution within thirty (30) calendar days and make adjustments as needed.

3. Extra-Duty Compensation

Each full time nurse will be compensated with five (5) additional workdays and five (5) flex-days per 1.0 FTE to be taken throughout the school year on early release days and/or other days when a flex day can be taken without the requirement for a nurse substitute and with the approval from the supervisor. Part-time nurse employees will be granted this time based upon pro-rated FTE.

When one nurse covers another's duties (treatments), the covering nurse will be paid at per diem rate for extension of the contract day or loss of a 30-minute duty free lunch if a 30-minute duty free lunch cannot be reasonably adjusted for the covering nurse.

Participation in registration clearance for athletics and activities before the start of the school year will be compensated at curriculum rate (Article VI, Section 6) based on hours worked at registration as well as hours worked to complete the needs of the student-clearance process (with prior approval from the employee's supervisor).

Nurses will be paid at an hourly rate equivalent to the curriculum rate, (Article VI, Section 6), to provide training to other district employees if the training occurs outside of the contracted day.

4. Vision/Hearing Screening Support

The Executive Director of Student Services will work with nurses to schedule vision/hearing screenings to minimize impact on nurses' availability to provide medical support to students.

If screening cannot be scheduled without impacting the nurses' availability to provide medical support to students, the District will hire a qualified substitute(s) nurse to cover regular duties.

O. OCCUPATIONAL/PHYSICAL THERAPISTS

The District shall make every effort to maintain a maximum caseload for Occupational and Physical Therapists of 1:43 IEPs and/or the most appropriate caseload/workload based on student needs, individual student support services and any other legal requirements.

If the caseload/workload exceeds the above, the following process will be followed:

- 1. Employee will notify the supervisor, in writing, identifying the problem or critical situation.

2. Once notified, the supervisor will solicit employee input and propose and implement a solution within ten (10) workdays.
3. The supervisor will evaluate the solution within thirty (30) calendar days and make adjustments as needed.

P. SPEECH LANGUAGE PATHOLOGISTS (SLP)

The District shall make every effort to maintain a maximum caseload for Speech Language Pathologists of 1:50 IEPs and/or the most appropriate caseload/workload based on student needs, individual student support services and any other legal requirement.

If the caseload/workload exceeds the above, the following process will be followed:

1. Employee will notify the supervisor, in writing, identifying the problem or critical situation.
2. Once notified, the supervisor will solicit employee input and propose and implement a solution within ten (10) workdays.
3. The supervisor will evaluate the solution within thirty (30) calendar days and make adjustments as needed.

Q. SCHOOL PSYCHOLOGISTS

The District shall make every effort to maintain a maximum caseload for School Psychologists of 1:1000 student FTE and/or the most appropriate caseload/workload based on student needs, individual student support services and any other legal requirements.

If the caseload/workload exceeds the above, the following process will be followed:

1. Employee will notify the supervisor, in writing, identifying the problem or critical situation.
2. Once notified, the supervisor will solicit employee input and propose and implement a solution within ten (10) workdays.
3. The supervisor will evaluate the solution within thirty (30) calendar days and make adjustments as needed.

R. COUNSELORS

The district will make every effort to maintain the following maximum caseload:

Middle School Counselor: 1 Counselor per 450 students

High School Counselor: 1 Counselor per 400 students

When an employee believes his/her caseload is excessive, the employee may schedule a conference with his/her immediate supervisor to identify possible solutions. The employee(s) and/or affected department members and supervisor will consider the possibility of redistributing caseload, redistributing building assignments, and/or reprioritizing/reducing assigned tasks.

High school counselors will have their contract extended ten (10) additional workdays and

middle school counselors will have their contract extended seven (7) additional workdays.

S. LIFESKILLS, EBD and Bridges CASELOAD

The District shall make every effort to maintain a maximum caseload for Lifeskills, EBD and Bridges teachers of one (1) teacher per ten (10) students and/or the most appropriate caseload/workload based on student needs.

If the caseload/workload exceeds the above, the following process will be followed:

1. Employee will notify the supervisor in writing, identifying the problem or critical situation.
2. Once notified, the supervisor will solicit employee input and propose and implement a solution within ten (10) workdays.
3. The supervisor will evaluate the solution within thirty (30) calendar days and make adjustments as needed.

If on the tenth calendar day of the month a 1.0 FTE teacher's caseload exceeds one teacher per twelve (12) students, the affected teacher will be compensated at the rate established in Article IV, Section 10.A. This compensation will be pro-rated per FTE.

Additionally, if any caseload exceeds one (1) teacher per twelve (12) students, support will be provided. The support will be mutually agreed upon between the administrator and the affected teacher and may include one or more of the following:

1. Additional certificated FTE
2. Appropriate para-educator time
3. Additional planning time/days
4. Any other option mutually agreed upon between the teacher and administrator.

The parties agree that class mix is a significant factor in student learning. If a teacher determines that additional support is needed to meet student needs, even if the class size does not exceed the levels above, the teacher and the administrator will meet to determine the appropriate additional support.

All Lifeskills, EBD and Bridges teachers may access up to three (3) additional 1/2 planning days from the Executive Director of Special Services consistent with Article IV, Section 3.J. for work related to IEPs.

T. RESOURCE ROOM TEACHERS

The district shall maintain a maximum caseload for Resource Room teachers as follows:

- Elementary School: 1 teacher per 28 students
- Middle School: 1 teacher per 28 students
- High School: 1 teacher per 28 students

If on the tenth calendar day of the month a 1.0 FTE Resource Room teacher's caseload exceeds these levels, the affected teacher will be compensated \$125 per student over the caseload per month. This compensation will be pro-rated per FTE.

If any caseload reaches beyond the levels noted above, additional support will be provided.

When two or more teachers work in a building, efforts will be made to balance the caseload among resource teachers.

The support will be mutually agreed upon between the administrator and the affected teacher and may include one or more of the follow:

1. Additional certificated FTE
2. Appropriate para-educator time
3. Additional planning time/days
4. Additional compensation
5. Any other option mutually agreed upon between the teacher and administrator.

The parties agree that class mix is a significant factor in student learning. If a teacher determines that additional support is needed to meet student needs, even if the class size does not exceed the levels above, the teacher and the administrator will meet to determine the appropriate additional support.

All Resource Room teachers may request up to three (3) additional planning 1/2 days consistent with Article IV, Section 3.J. for work related to IEPs.

High School Resource Room teachers shall be compensated for one (1) day at curriculum rate in order to collaborate with counselors on student schedules prior to the start of the school year.

### Section 3.1 SUB SHORAGE RECALL

An employee who is recalled to his/her building from a scheduled planning 1/2 day or a district sponsored meeting (grade level, PD, etc.) due to lack of a substitute teacher will be compensated for one hour at his/her curriculum rate of pay.

### Section 4 SUPPLEMENTAL CONTRACT

There shall be supplemental pay for District specified supplemental services as designated in the pay schedule for extracurricular activities and/or for days worked in addition to the basic employee contract (e.g., extended days for counselors, librarians, vocational personnel, etc.). Appointment to extracurricular, special, and supplemental assignments is for one (1) year.

If the supplemental contract is not to be renewed, the District shall notify the employee prior to the last day of school.

### Section 5 CLASSROOM VISITATION

The Board has adopted a policy which contains procedures for individuals who wish to visit classrooms during the student instructional day. Among these procedures are the following:

1. All visitors to a school and/or classroom are expected to obtain the approval of the Principal or his/her designee. After a visitor obtains approval, the Principal or designee will notify the educator prior to the visit.

2. The educator shall be afforded the opportunity to confer with the classroom visitor either before or after the visitation.

## Section 6 REDUCTION IN FORCE

### A. GENERAL

Prior to December 15th of each year, the District will provide each certificated employee with a statement of his/her seniority in accordance with Paragraph B herein, and his/her certification in accordance with Paragraph C herein, as recorded in his/her District personnel records. The notice shall also include notation of each employee's contract status (leave replacement, provisional, continuing).

Each certificated employee shall, prior to January 15th, return such statement to the Superintendent's office certifying that the statement is correct or incorrect. If incorrect, the employee must provide to the Superintendent legal proof verifying such employee's public school service in accordance with Paragraph B and C herein. If the statement is not returned by January 15th of the current year, the statement shall be deemed correct.

The final seniority list (including seniority and certificates) will be published and distributed to employees and the Association by February 1st.

If it is necessary to reduce the total FTE of the certificated staff because of insufficient revenue, those employees who will be laid-off, based upon the amount of money not available, will be selected by using the following procedure:

1. Prior to the lay-off of any continuing contract certificated employee, all employees on leave-replacement contract or retire-rehire status shall be non-renewed, then provisional employees shall be non-renewed, in that order.

It is understood that if a position is to be filled, and the only employee eligible to fill that position is a provisional employee, that employee would not be non-renewed.

If a provisional employee is non-renewed for any reason other than not successfully completing a plan of improvement, including financial reasons, s/he will receive a letter of reference from the District stating that the non-renewal was for financial, not performance reasons.

2. The determination of those certificated staff to be retained shall be made on the basis of certification and seniority, in that order. Specifically, the District shall reduce from the lowest point on the seniority list first, as long as any person with more seniority can be reassigned in such a manner as to fill open positions. All reassignment and transfer language applies in such an instance.
3. By May 1st, the District will determine a modified educational program based on the projected reduction in staffing. The modified educational program shall take into consideration determination of the specific services, and activities to be retained, as well as those services and activities that will be cut. The modified educational program shall be shared with the Association by May 1st.
4. By May 1st, the District will determine, as accurately as possible, the certificated

staff known to be leaving the District for any reason, including retirement, normal resignations, leaves, discharge, and all employees who are on leave- replacement contract, retire-rehire, and provisional status. These vacancies and employees returning from leave will be taken into consideration in determining the number of available positions for the following school year.

5. The District will assign employees to appropriate positions, subject to the provisions of this agreement and state law and state regulations.
6. No later than May 15th, the District will identify the names of certificated employees to be non-renewed under the District's reduced program and services, provide a list of said employees to the Association, and provide appropriate notification to affected employees in accordance with current, appropriate RCW(s). Employees so identified herein will be considered the employment pool, and shall be responsible for providing the district accurate contact information and any changes thereof.

#### B. DEFINITION OF SENIORITY

The District shall retain those employees with the most seniority as defined below:

1. "Seniority" shall mean the total amount of regularly contracted (base contract) certificated experience in Washington State public schools, pro-rated by actual FTE worked, plus any additional credit earned as the result of experience as a substitute in Washington state public schools. It is expressly understood that employment as an administrator in a public school setting is not recognized for seniority within the unit. Employees on paid leave will continue to accrue seniority. Employees on unpaid leave will have the seniority accrued at the time they discontinued active service to the District credited to them. Current employees of the Ferndale School District as of September 30th, 2009 shall be credited the amount of seniority documented as of that date and accumulated under the previous seniority system. Seniority is calculated prospectively, including the current contract year.
2. In the case of equality of seniority, the determining factor will be seniority within the District. If ties still exist, the certificated employee at the most advanced point on the vertical column of the salary schedule shall have preference, i.e., BA+ 90 has less seniority in a tie than MA + 0. In the event ties still exist, the employee(s) with the largest number of college or university credits, and/or clock hours equivalent to credits eligible for recognition by the District for salary schedule advancement beyond the B.A. degree, shall have preference. Such credits and/or clock hours must be earned and recorded in the District office as of the deadline for salary schedule advancement in a given year, to be counted that year.
3. In the event that more than one individual employee has the same seniority ranking after applying the above provisions, all employees so affected shall participate in a drawing, by lot, to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association in attendance.

### C. DEFINITION OF CERTIFICATION

Certification shall be determined by the District based upon the Revised Code of Washington (RCW) (State Law) and the Washington Administrative Code (WAC) (State Regulations).

An employee shall be deemed qualified for a position if he/she holds the required certificate. To ensure that the certificated employees recommended for retention will be qualified to implement the education program determined by the District, all certificated employees must possess valid Washington State certificate as may be required for the position(s) under consideration.

### D. LEAVES

Upon determination that the non-renewal of certificated employees will be necessary, certificated employees not non-renewed shall be invited to apply for one-year leaves of absence without pay. The Superintendent shall recommend favorable action to the Board for any such applicant whose position can be adequately filled from within the district if the granting of such leave should make it possible to grant a contract to an employee from the employment pool, referred to in Paragraph A.7.

Employees taking one-year leaves of absence shall be responsible for providing the district with accurate contact information and any changes thereof during their leave period. The employee on leave will be required to notify the District office in writing of his/her desire to return to a teaching position for the next ensuing year by March 15th of the year in which the leave will expire.

Nothing contained herein shall be interpreted to abrogate the rights of any certificated employee who receives a special leave of absence.

### E. RECALL PROCEDURE

Any certificated employee receiving a written non-renewal notice pursuant to this section of the CBA shall be placed in an employment pool for possible recall until such time as either the affected employee turns down employment equal to or greater than he/she was reduced from, or the affected employee fails to notify the District of his/her acceptance of an offered position within ten (10) days from the date of notification of the job offer as in F. 3 below.

An employee in the recall pool shall maintain employment status with the district for two (2) years immediately following the expiration of his or her contract in effect at the time of the termination.

In the case that an employee who had previously earned continuing status with the District is being recalled into what would otherwise be a leave replacement contract, the continuing status of that employee shall be maintained, and a continuing contract shall be offered.

All employees who have been placed in the employment pool shall first be recalled before the Board employs or assigns any additional personnel to fill teaching assignments.

In the event that programs are restored, or positions are available, the Board shall follow

the following procedures when recalling employees:

1. Employment pool personnel will be offered positions for which they are certified in the reverse order of the layoff, i.e., the last layoff shall be the first recall.
2. Certificated employees who were previously assigned to full-time positions shall be recalled to full-time positions provided that certificated employees shall have the option of accepting any part-time position that may exist without jeopardizing his/her recall status for any full-time position. It is expressly understood that the failure of an employee to accept a position of less FTE than the position held prior to the layoff shall not remove an employee from the employment pool.
3. When a vacancy occurs for which there will be a recall, the employee to be recalled will receive notification from the Superintendent or his/her designee in writing and by phone. Such individual shall have ten (10) days from date of notification to accept the position. Because the parties mutually share an interest in stable communities within the school buildings, in such instances that the recall occurs prior to June 30th, the recalled employee shall be returned to his/her prior position.
4. Substitute teaching positions shall be offered to interested teachers in the employment pool before any other person is offered such a position
5. Insurance eligibility and benefits may be continued, beyond COBRA, where permitted by insurance company agreements at the employee's own expense.

#### F. LAYOFF BENEFITS

All rights to which a certificated employee was entitled at the time of his/her layoff including unused accumulated sick leave and credits toward leave eligibility will be restored to the certificated employee upon his/her return to active employment, and the certificated employee will be placed upon the proper step of the salary schedule for the certificated employee's current position according to the certificated employee's experience and education.

#### G. APPLICABILITY OF THE GRIEVANCE PROCESS

Nothing contained herein shall be interpreted to abrogate the rights of any certificated employee's rights to access the grievance procedure contained in the Agreement.

### Section 7 ASSIGNMENTS, TRANSFERS AND REASSIGNMENTS

#### A. ASSIGNMENTS

The quality of the program of instruction is the primary consideration in the assignment of professional personnel in the Ferndale School District. Personnel shall be assigned on the basis of the needs of the District. The process will as a rule take into account the qualifications of individual personnel and their expressed desires. To this end, criteria for assessing employee qualifications for specific assignments will include the following:

1. Regulations of the State Board



2. Teaching certificate(s)
3. Employee's major or minor fields of study
4. Qualifications in special areas
5. Previous successful teaching experience as evidenced by evaluations.

#### B. DEFINITIONS

Reassignment K-5 – Change in grade level, including combination classes.

Reassignment 6-12 – Change in teaching assignment to include more than one (1) course outside of current department(s).

Reassignment K-12 – Change in teaching assignment that requires movement from one level to another (elementary school, middle school, high school).

Transfer – Change of teaching location from one building to another.

Voluntary – A transfer or change in assignment when the employee initiates the change.

Involuntary – A transfer or change in assignment when the employee does not initiate the change.

#### C. VOLUNTARY TRANSFER

When a position opens, for the following school year, voluntary transfers will be made in the following order:

1. Employees who have been displaced due to District changes such as a school closure or a program change.
2. Employees returning from a leave of absence.
3. Employees in the recall pool as a result of a Reduction in Force and Employees who have requested a voluntary transfer utilizing the process outlined below with the goal of maximizing the number of people removed from the recall pool.
4. Employees seeking an increase in FTE.

After displaced employees and those returning from leave have been assigned, the District shall follow the process outlined below calling for voluntary transfers.

Voluntary transfers will take place concurrently with the recall procedure for non-renewed employees outlined in Article IV, Section 6.

1. Notices of vacancies will be posted in the District Office as well as a mutually agreed upon location in each building and will be emailed to the Association President at the time employment agencies are notified. The District will also send an email notice to all staff members listing the opening and a link to the position description. Prior to posting, voluntary reassignments within the building may be made by the building principal.
2. During the summer, notices will be posted in the District Office and will be emailed

to the Association President at the time employment agencies are notified. The District will also send an email notice to all staff members listing the opening and a link to the position description. Prior to posting, voluntary reassignments within the building may be made by the building Principal.

3. Employees who wish to be considered for a transfer to a posted position shall submit an email indicating their request to the Personnel Department within seven (7) days of the email notice. Unless mutually agreed upon between the employee and the District, all transfer requests shall be made prior to August 15.
4. All voluntary transfers will be made at the discretion of the district administration, in consultation with building administrators, based on the best interests of the District. In the event that more than one qualified employee applies for a transfer to a posted position, the District may conduct interviews.
5. The administration will consider the qualifications of individual, his/her yearly evaluations, and seniority. Employees with the appropriate certification shall have first consideration to fill open positions, in order of seniority.
6. Employees who have applied for a transfer to a posted position shall be notified of the disposition of the application within five (5) workdays of the position being filled. At the option of the employee, either a conference will be held with the interviewing administrator involved to explain why the request was not granted, or a written explanation will be provided.
7. Only after all voluntary transfers of qualified individuals have been considered, shall involuntary transfers or new hiring take place.

#### D. INVOLUNTARY TRANSFER AND REASSIGNMENT

1. When there is an opening that may require an involuntary transfer, the District will send an email notice to all staff members listing the opening and a link to the position description. Interested employees shall submit an email indicating their willingness to volunteer to the Personnel Department within seven (7) days of the email notice. No involuntary transfer will be made prior to this seven (7) day window.
2. Volunteers will be considered first for an open position.
3. If no one volunteers for the opening, prior to the involuntary transfer, the administration will meet with the affected certificated employee to discuss the change.
4. Transfers will be made prior to the end of the school year, if possible.
5. If a transfer becomes necessary during the summer break, the District will follow the process outlined in C1 above. If no one volunteers for the opening, the District will attempt to discuss the change in person with the employee. If this is not possible, the employee will be notified by email of the change in assignment.
6. All involuntary transfers and reassignments of non-supervisory, certificated personnel will be made at the discretion of the administration based on the best interests of the District. The administration will consider the qualifications of individual personnel, expressed assignment preferences, and seniority.

7. All staff involuntarily transferred shall be compensated \$300.00.
8. All staff involuntarily reassigned shall be compensated \$300.00.

E. INVOLUNTARY TRANSFER AFTER THE SCHOOLYEAR HAS BEGUN

1. Any time an educator is involuntarily transferred from one school to another after the school year has begun, an additional \$300 will be paid to that educator for his/her preparation and moving.
2. Any time an elementary educator is involuntarily transferred to a new room assignment after the student school year has begun, an additional \$300 will be paid to that educator for his/her preparation and moving.

F. MOVING ALLOWANCE

Employees directed to move their self-contained classroom by their evaluator/building administrator to another location will be compensated \$300.00 in recognition of the time required for the move. Employees directed by their evaluator/building administrators to move their office will be compensated at \$150.00.

No employee will be compensated more than a total of \$600.00 for any combination of the transfers or classroom moves defined in C., D., or E. above, for any given transfer.

G. STAFFING A NEW SCHOOL

In addition to the provisions contained above the District, when staffing a new school, will consider the following criteria:

1. Requests/preferences of affected school staff.
2. Seek to achieve equity between schools in regard to staff experience, specialty areas, gender, cultures, leadership and interest in co-curricular activities.

Section 8 NOTIFICATION

In the event of a significant change, such as eliminating a program, restructuring a master schedule, the District shall provide notice to employees no later than April 15th of the school year prior to the implementation.

Section 9 JUST CAUSE

1. No employee shall be disciplined without just cause. Such discipline shall be in private and shall be conducted in a professional manner.
2. The District will follow a policy of progressive discipline unless the seriousness of the matter justifies a departure in the opinion of the District.
3. Written warnings and written reprimands are subject to the just cause standard

contained above. Suspensions without pay, non-renewals, discharges, and any adverse change in contractual status shall be subject to the statutory procedures set forth in Chapter 28A.405 RCW.

4. Employees have the right to be represented by the Association at any investigatory meeting that may lead to disciplinary action, or at any disciplinary meeting.

## Section 10 EDUCATIONAL ENVIRONMENT

### A. CLASS SIZE/CLASS MIX

1. The District will make every effort to begin each school year in an orderly manner and maximize student learning by staffing each classroom at, or below, the following levels by the start of the school year:

Grade K: 1 Teacher per 20 Students

Grade 1: 1 Teacher per 23 Students

Grades 2-3: 1 Teacher per 25 Students

Grades 4-5: 1 Teacher per 27 Students

Grades 6-8: 1 Teacher per 145 Students per five (5) classes

Grades 9-12: 1 Teacher per 180 Students per six (6) classes

1 Teacher per 150 Students per five (5) classes (Windward)

If the Washington State legislature changes its funding model, including local levy authorizations, such that current staffing levels and funding sources are affected, the parties will meet to discuss any appropriate changes to this Article IV, section 10.A in the interest of maintaining instructional and fiscal stability to the extent agreed to be feasible.

Combination classes will be staffed at one (1) teacher per two (2) students below the class size of the lower grade level.

Secondary music classes shall be exempt from this provision except to the extent that numbers of students arguably affect either student instruction or health and safety. Secondary PE classes shall not exceed 40 students per period.

At the secondary level, special project students will be included in the class size numbers above.

All advisory and enrichment programs are excluded from this provision.

If on the tenth calendar day of any month a 1.0 FTE elementary teacher's class size or a 1.0 FTE secondary teacher's total student count is beyond the levels noted above, the affected teacher will be compensated \$125 per month. The above levels and compensation will be pro-rated per FTE.

If any class size/period reaches the following levels, additional support will be provided:

Grade K: 1:23

Grade 1: 1:26

Grades 2-3: 1:28

Grades 4-5: 1:31

Grades 6-8: 1:33

Grades 9-12: 1:34

The support will be mutually agreed upon between the administrator and the affected teacher and may include one or more of the following:

1. Additional certificated FTE at the department or grade level
  2. Appropriate para-educator time
  3. Additional planning time/days
  4. Additional compensation
  5. Any other option mutually agreed upon between the teacher and administrator
2. The parties agree that class mix is a significant factor in student learning. If a teacher determines that additional support is needed to meet student needs, even if the class size does not exceed the levels above, using the agreed upon form/process the teacher and the administrator will meet to determine the appropriate additional support.
  3. In the event that the number of students in a lab class or a class including stations presents a health and/or safety concern, using the agreed upon form/process, the teacher and administrator will meet to determine the appropriate course of action.

#### B. ROAMING AND ITINERANT EDUCATORS

Roaming educators are defined as those with a distinct classroom and typically move between classrooms to teach using a mobile teaching station. Itinerant educators teach/work at more than one school building. Recognizing that roaming and itinerant educators have extra burdens on their workload, the following provisions will be made:

1. Each roaming and itinerant educator will be provided with the option of a computer or a laptop as their primary work station.
2. Each roaming and itinerant educator will be provided with a defined workspace in the building in which they teach.
3. In addition, each roaming educator will annually receive the classroom moving allowance in Article IV, Section 7.F.

#### C. TECHNOLOGY

1. District Equipment: The District will insure or self-insure district equipment that employees are expected to use, including laptops. In cases of gross negligence, the employee shall be responsible for paying the deductible or costs of repair.
2. Substitutes: Staff shall have access to the online sub-finder system in order to

submit leave, request substitutes, and confirm the status of substitute commitments for pre-planning absences. Additionally, employee may continue to utilize the substitute phone call-in system.

#### D. SAFETY

In order to assure a safe learning and teaching environment for all students and staff, every building shall have a published and practiced safety plan that is reviewed with staff prior to October 15 each year. The plan will include, but is not limited to, policies and procedures related to building security, emergencies and school visitors.

#### E. STUDENT DISCIPLINE

Each student will review school-wide expectations and norms for students and staff prior to October 15th each school year. Included in the review will be the following:

- Student discipline policies and guidelines for corrective action and consequences
- Behavior expectations in all areas of the school
- Methods for teaching behavior expectations
- Methods of reporting out corrective actions taken by administration
- Student support forms
- Common data tool to be used to track behavior (negative and positive)

Each teacher will review classroom behavior expectations and norms with their students prior to September 15th. These norms and classroom behavior expectations will be shared with administration during the same period.

In accordance with state law, any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action. In no event without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the principal or his or her designee and the teacher have conferred. (RCW 28A.600.020)

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

### [Section 11 PARENT/TEACHER COMMUNICATION](#)

To facilitate quality parent teacher communication, the following will be provided:

A. FALL CONFERENCES

Elementary students will be dismissed approximately two and a half (2.5) hours early on five (5) days. Secondary students will be dismissed approximately three (3) hours early on four (4) consecutive days.

B. ADDITIONAL TIME FOR CONFERENCES

When the number of a teacher's available conferencing slots is not sufficient, additional time to meet with parents will be provided. The building administrators and the affected teachers may choose from substitute time, per diem time or other resources that are mutually agreed upon by the parties.

C. SPACE & SCHEDULING OF CONFERENCES

An adequate and appropriate space will be provided to each staff member to conduct parent teacher conferences. The scheduling of conference times, length of conferences, and breaks will be mutually agreed upon by the building staff and administrator.

## Section 12 ADMINISTRATIVE SUPPORT/EVENING ACTIVITIES

Each building principal shall designate one certificated staff member to act as principal designee when all of the building's administrators are out of the building. Each designee shall be trained in emergency procedures and protocols. The principal designee shall receive a \$1,000.00 stipend for the additional duties when all building administrators are temporarily out of the building, excluding elementary buildings that have a full-time student support specialist. Elementary student support specialists will not receive a stipend, but will act as the designee as part of the position's regular job description. If an elementary school has less than a full-time student support specialist, the stipend will be pro-rated. The full stipend may be divided into two \$500 stipends of mutually agreed to by the principal and two designees.

The principal designee is not intended to cover for leave taken by the administrator. If all of a building's administrators are gone for more than a day, a substitute administrator shall be assigned.

The building administration will provide on-site support for scheduled evening activities at school sites. The building administrator will inform staff of the administrator/principal designee assigned to supervise any scheduled evening or weekend event.

At the elementary level, the building administrator will inform staff of the administrator/assigned staff supervisor to any scheduled evening activity.

## ARTICLE V

### Section 1 ASSOCIATION LEAVE

The Association shall be granted fifty (50) days leave time to conduct its business and to enhance the relationship between the parties. In addition, in any year, the Association President chooses not to take leave of absence to perform Association duties, the equivalent of the .25 FTE release available for Association President Leave, or forty-five and one half (45½) days, shall be added to this pool. Unused days may be accumulated for future use by the Association. A leave request form will be completed and sent to the District prior to such leave.

An employee using Association leave will submit his/her absence to the electronic substitute system. The FEA will inform the District at least two (2) weeks in advance if five (5) or more members will utilize this leave on any given day(s). If less than two (2) weeks notice is given the District reserves the right to restrict usage based upon the availability of substitute personnel.

The Association will reimburse the District at the daily substitute rate when Association leave is used. The Association will hold the District harmless and defend it from any losses arising from the use of Association leave.

In addition to the yearly-allocated Association leave days, additional leaves will also be granted to Association members who are appointed or elected to a NEA, WEA or UniServ position.

### Section 2 ASSOCIATION PRESIDENT'S LEAVE

The Association President will be granted .5 FTE paid leave of absence to perform Association duties. In such cases, any remaining portion of the President's FTE shall be filled with a leave replacement employee.

While on leave, the Association will reimburse the district for all costs associated with the Association President's leave, i.e. the actual salary and benefits paid to the Association President while on leave. The Association will hold the District harmless and defend it from any losses arising from the use of Association leave.

Upon returning from leave, the Association President will be given the same consideration for returning to the position of his/her last assignment as if he/she had been on active duty. Presidents who are granted a leave of absence in accordance with this paragraph of the Collective Bargaining Agreement shall retain their seniority rights and shall be entitled to a salary increment if they would have otherwise been eligible for such advancement on the salary schedule, and any other contractual considerations, including seniority credit, granted to other employees covered by the Collective Bargaining Agreement. The District agrees to maintain accumulated sick/emergency leave, retirement, and seniority rights for the president during the period of leave.



### Section 3 BEREAVEMENT LEAVE

Each certificated employee shall be entitled to five (5) days leave with full pay upon a death in the immediate family or a person in a similar personal-emotional relationship. Two (2) additional days can be requested for extended travel. Additional leave can be taken under stipulations of the disability leave section when mental-emotional-physical strain is such that the certificated staff member is unable to function effectively.

Each certificated employee shall be entitled to one (1) day leave with full pay to attend memorial services for a current or former student under the age of thirty (30) or a current or former co-worker, provided sufficient substitutes are available.

### Section 4 JURY DUTY

When an employee is called to jury duty, a leave will be granted at full pay for each day such jury duty requires.

### Section 5 SUBPOENA

When an employee receives a subpoena, a leave will be granted. If the subpoena is the result of an action caused by the employee's personal business or individual initiative, or if the employee is suing the school district, the leave will be without pay. For other subpoenas, the leave will be granted at full pay for each day required by the subpoena.

### Section 6 SICK AND EMERGENCY LEAVE

Full-time certificated employees under contract for the school year will receive twelve (12) days annual leave for sick and emergency leave, as well as to care for the employee's ill family members. Unused days shall accumulate to the extent allowed by law. Less than full-time (partial year or fractional FTE) employees shall receive sick and emergency leave on a prorated basis.

#### A. SICK LEAVE

1. Employees shall use the substitute request procedure as soon as possible on the days he/she will be absent. It is recommended that secondary staff call by 6:30 am and elementary staff call by 7:30 am. Employees on disability leave shall contact his/her immediate supervisor/designee no later than the close of the school day preceding the date of their intended return to their duties.
2. The Principal may, in the event he/she can document a pattern of regular, excessive, or unusual absences, require a physicians' certificate and proof of the disability causing the absence.
3. Illness or disabilities caused by, or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, are considered temporary disabilities and will be treated as other personal illness or disability.
4. Employees wishing to take an extended leave for disability purposes may request a leave of absence. Upon return from leave, the employee shall be placed in the position last held or a similar position in the district.

## B. EMERGENCY LEAVE

1. Emergency Leave shall be granted as defined in the following:
  - a. The emergency must have been suddenly precipitated or must be of such a nature that preplanning could not relieve the necessity for the absence.
  - b. The emergency must be one of major importance, not a mere convenience.
2. Employees requesting consideration for an absence under Emergency Leave shall make the request by email to the building principal within five (5) days after the return to duty. The employee shall be notified of the determination within five (5) workdays of receipt of the request. If the employee does not receive notification of the determination within five (5) workdays, the leave request will be granted.
  - a. The email request shall disclose the general purpose for the leave request in sufficient terms to establish compliance with the criteria contained in Section 1a or 1b above. Requests meeting said criteria shall be granted.
3. It is not the intent of this emergency leave to provide or expand upon, or add to vacations, weekends, or other types of leaves because of transportation problems that preplanning could reasonably have prevented.

## C. SICK LEAVE SHARING

Employees may donate sick leave to another employee subject to state law. In cases when an employee has depleted or will soon deplete his/her sick leave, such donations shall be requested by the employee or representative and solicited by the District per the request.

The Superintendent/designee shall monitor the amount of leave, if any, which an employee may receive under this section. Employees wishing to donate leave will complete and submit the appropriate District form for this purpose.

## [Section 7 MATERNITY LEAVE](#)

A maternity leave shall be granted to an employee upon request by the employee and written documentation of the pregnancy from the employee's physician. The employee will be granted leave for the period of disability due to pregnancy and/or childbirth.

The length of authorized leave may vary, will be deducted from accrued disability and emergency leave, and is based on the employee's and child's needs as verified by the treating physician. Maternity leaves of less than or equal to thirty (30) work days shall not require written verification.

A maternity leave request shall be made in writing to the Superintendent or his/her designee, and shall include the anticipated due date, the anticipated date the leave is to begin, and the anticipated date of return from leave. The employee may continue to work until the physician verifies that the employee is physically unable to continue working. The

certificated employee shall be re-employed upon expiration of the approved leave. FMLA may be accessed consecutively with the employee's disability and emergency leave.

### Section 8 PATERNITY LEAVE

Upon birth or adoption of the employee's child, all male employees shall be eligible to receive five (5) days paid paternity leave which will be deducted from accrued disability and emergency leave. Such leave must be taken within the same school year following the birth of the child.

Additionally, leave may be taken per Article V, Section 6, Disability and Emergency Leave and FMLA, for the purpose of caring for the employee's family members. Such extended leave requests must be taken with verification from the attending physician of the family member requiring care. Paternity leave may be used concurrently or consecutively with maternity leave by employees in the same household or who parent the same child.

### Section 9 ADOPTION LEAVE

Five (5) days of paid adoption leave shall be granted, for each adoption, to an employee who adopts a child. Such leave will be deducted from accrued disability and emergency leave. Such leave may be used for court and legal procedures, home study and evaluation, and required home visits by the adoption agency, as well as to care for the newly adopted child.

Additionally, leave may be taken per Article V, Section 6, Disability and Emergency Leave and for FMLA, for the purpose of caring for the employee's family members. Such extended leave requests must be taken with verification from the attending physician of the family member requiring care.

### Section 10 CHILDCARE LEAVE

Childcare leave without pay up to one year shall be granted for an employee wishing to take an extended leave to care for his/her terminally ill child; his/her newborn child; or his/her recently adopted child. Such leave may be extended per Article V, Section 11, Unpaid Leave – A. Upon return from leave, the employee shall be placed in the position last held or a similar position in the district.

### Section 11 FAMILY LEAVE

The District recognizes that employees may, on occasion, need extended leave in order to care for themselves or for an immediate family member. The guidelines for a family leave are outlined in Board Policy 5323 P-1.

## Section 12 PERSONAL LEAVE

Each certificated employee shall be entitled to three (3) Personal Leave days annually, frontloaded and pro-rated per FTE. Such leave will not be used to engage in other employment or commercial ventures. No explanation shall be requested by the District. The employee is encouraged to submit his/her substitute request not fewer than three (3) working days in advance of the requested date.

The District will maintain a centralized system for tracking the availability and usage of each employee's Personal Leave. Personal Leave usage shall be noted on each certificated employee's pay warrant.

Personal Leave will be granted on a first come, first served basis, when a qualified substitute is available to cover the absence of the employee. A maximum number of twelve (12) certificated employees will be granted personal leave per day. When the number of requests for leave reaches twelve (12), Human Resources will notify FEA members that additional leaves will not be granted for that day.

Personal leave will not normally be granted during the first five (5) days and the last five (5) days of a school year. Exceptions may be allowed for clearly stated reasons, on a case-by-case basis. Written requests for exception should be forwarded to the Superintendent or his/her designee, and a written response will be provided within five work days. If the employee does not receive notification of the determination within five (5) workdays, the leave request will be granted.

Up to three (3) days can be carried over each year to a maximum of five (5) total banked days.

By June 30th of each school year, the employee may submit in writing to the Payroll department his/her request to cash out up to three (3) unused personal leave days. Unused personal leave will be compensated for each day at the daily substitute rate on the July warrant.

## Section 13 MILITARY LEAVE

Employees shall be granted a military leave of absence without pay when such leave is occasioned by voluntary and involuntary induction and continued involuntary retention in the armed services according to both the State of Washington and the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA). Such leave is also granted to members of reserve components who are called to active duty. Upon return from the leave, the employee shall be placed in the position last held or in a similar position in the District. If the leave is less than twelve (12) months, the employee shall be placed in his/her original position.

Members of the Army, Navy, Air Force, Coast Guard, or Marine Corps, Reserve of the United States, shall be granted paid military leave of absences from his/her teaching assignments for a period not exceeding twenty-one (21) calendar days during each year for training purposes, including those in the National Guard under Title 10 U.S.C., Title 32 U.S.C. or State Active Duty Status. The employee shall receive his/her normal District pay and there shall be no loss of contractual rights or sick leave to which he/she might

otherwise be entitled in accordance with state and federal laws, whether school is in session or not. The employee shall be charged military leave only for days that he or she is scheduled to work according to his/her regularly assigned work schedule in accordance with RCW 38.40.060 Military Leave for Public Employees.

Veterans will have any other re-employment rights afforded by both state and federal law.

#### Section 14 OTHER LEAVE OF ABSENCE

Leave of absence may be granted for a period of up to one year to those employees who have worked in the District a minimum of two (2) years. Upon written request, a general leave of absence may be extended. The leave is without pay. An employee desiring a leave must submit a written request to the Superintendent prior to April 1 of the school year prior to the year for which the leave request is desired. The request shall specify the reason for which leave is requested. The requested leave is subject to approval by the Board of Directors.

Employees returning from unpaid leave shall be placed in the position last held or a position for which they are qualified so long as the Layoff and Recall Procedure in Article IV, Section 6 is not activated. In instances that the Layoff and Recall Procedures are activated, employees returning from unpaid leave shall be placed on the seniority list with the seniority accrued at the time they discontinued active service to the District credited to them and Article IV, Section 6 shall apply. Employees returning from unpaid leave shall notify the District in writing by April 15 of their intent to return.

Staff members offered a position but who refuse to accept or fail to respond within ten (10) working days in writing shall forfeit all rights under this re-employment stipulation.

#### Section 15 OTHER ABSENCES

Any absence not covered by some other leave provision, but said absence is beneficial to the professional well-being of the employee, may be requested by submitting a letter to the Superintendent or his/her designee. If approved, the leave shall be deducted from the salary of the employee at substitute teacher's pay.

In cases of extenuating circumstances, the Superintendent or his/her designee may approve the absence of an employee and deduct from said employee's pay at the daily rate of the contracted salary. For such absences, as above, prior approval of the Superintendent or his/her designee shall be obtained.

#### Section 16 SABBATICAL LEAVE

##### A. ELIGIBILITY REQUIREMENTS

1. Sabbatical leave for certificated educators may, at the discretion of the Board, be granted for advanced academic pursuit, field study, or research approved by the Superintendent of Schools for not to exceed one year.

2. The applicant must have served five (5) or more years in the Ferndale School District preceding the application. After returning to the District from a sabbatical leave, the applicant may not apply for another until completion of five (5) more years of service.

B. APPLICATION PROCESS

1. Applications for sabbatical leave must be filed with the Superintendent of Schools by February 1 of the fiscal year preceding that during which leave is desired.
2. The application must include the academic, field, or research study program planned.
3. Applications for a sabbatical leave will be screened by a joint FEA/Ferndale School District Committee comprised of one district office administrator, one building administrator, one elementary FEA representative, and one secondary FEA representative. The Assistant Superintendent will serve as facilitator for the committee.
4. All applications will be evaluated "blind", i.e. without the applicant's name.
5. Selection criteria will be:
  - a. The merit of the proposed plan to the students of the Ferndale School District (20 points).
  - b. The benefit of the proposed plan to the other staff of the Ferndale School District (10 points).
  - c. The extent to which the proposed plan supports building and/or district goals (10 points).
  - d. The benefit of the proposed plan to the community as a whole (5 points).
  - e. The seniority of the employee within the district (5 points).
  - f. The extent to which the proposed plan stimulates the professional growth of the employee (5 points).
6. If there is only one applicant, the committee will recommend approval or denial of the application. If there is more than one applicant, the committee will rank order the applicants. In the event of a tie, the Assistant Superintendent for Educational Services will also evaluate the applicants.
7. The recommendations of the screening committee will be sent to the Superintendent in written format, along with all of the applications.
8. The candidate for a sabbatical leave shall be notified by March 15 of the fiscal year in which an application is submitted whether such leave is granted or denied. A candidate whose application is denied may request a conference or a written response from the Superintendent or his/her designee.
9. Not more than two (2) percent of the contracted FTEs of the certificated staff

of the District may be granted sabbatical leave during any fiscal year.

C. STIPEND

1. Educators on sabbatical leave will receive one-half of a beginning educator's salary.
2. An educator on sabbatical leave shall sign a regular contract with the Ferndale School District. She/he shall receive all normal full-time benefits and accumulated sick leave.
3. Retirement service credit is determined by the Department of Retirement Systems.

D. RETURN

1. The applicant must guarantee in writing that he/she will return to the District for a period of at least two (2) years immediately following the leave. If the educator fails to return at the expiration of the leave to perform a minimum of two (2) years service, all salary and medical and dental benefits paid during the leave will become payable within thirty (30) calendar days to the Ferndale School District. If the educator completes one year of service but not the second year, one half (1/2) of all salary and medical and dental benefits paid during the leave will become payable within thirty (30) calendar days to the Ferndale School District.
2. Each educator returning from sabbatical leave shall file with the Superintendent of Schools a report indicating the value of the sabbatical experience, including an appraisal of the professional growth, which was gained. Educators may also be asked to present an oral report to the School Board.
3. Upon return from sabbatical, an educator will return to a comparable position as determined by the Superintendent and will receive a full year's service credit.

## ARTICLE VI

### Section 1 SALARY SCHEDULE PROVISIONS

The District will provide all funding earmarked by the State for educators' salaries to be distributed on the salary schedule. The District's salary schedule shall be the same as that established by the State's legislative evaluation and accountability program (LEAP) for distribution purposes.

#### A. CONTINGENT REOPENER

In the event the Legislature repeals the Salary Limits of a final and binding court order is entered voiding the Salary Limits as applied to the District, the District and the Association will reopen negotiations as the written request of the Associations solely in regard to the current salary schedule. Such notice must be given within thirty (30) calendar days of the date on which the legislative repeal becomes effective or the court order becomes final.

### Section 2 GUIDELINES FOR COUNTING CREDITS AND CLOCK HOURS

Placement on the State (LEAP) salary schedule shall be in accordance with State law – including statutes, appropriation acts, and OSPI regulations (e.g. the provisions of WAC Ch. 392-121) in effect at the beginning of each school year. Employees shall be responsible for assuring that the District has up-to-date and properly verified credit information as of October 15th of each year, and annual salaries shall be as reflected in the individual contracts prepared or amended using the properly verified information available as of that date. Credits recognized for salary purposes shall be only those that are recognized under state law for apportionment purposes. Any increase in annual salary due to movement on the salary schedule will be paid in full. Payment will be on a prospective basis, in equal monthly payments over the remaining months of the contract.

#### A. SPECIAL PROVISIONS

1. Non contracted duties such as drivers' education, special after hours classes and home tutoring are not part of the educator's regularly assigned and contracted duties, and are performed by the educator by agreement with the Board of Education and the administration. (principal, assistant superintendent for business and support services, and the superintendent.)
2. If it should be deemed necessary by the building Principal to reassign a educator in an area of instruction in which the educator and Principal mutually agree there in lack of adequate preparation, the educator will be granted a stipend of up to a maximum of one hundred dollars (\$100) per college credit for up to three (3) hours of college credit.
3. If any faculty member is requested to attend a workshop or college class for



the benefit of the District, he/she shall be reimbursed for tuition, books and fees.

- a. Books and materials will become the property of the District, stored in the respective educator's room for use, reference, and possible reuse by other staff in similar workshops or classes.

### Section 3 PAYROLL DEDUCTIONS

#### A. HEALTH AND ACCIDENT INSURANCE

1. The District shall provide insurance premiums payment to an employee benefits pool for basic health benefits as the parties have defined them equal to the state funded allocation for each employee, per FTE, per month, less the State Health Care Authority (HCA) Retiree Remittance. Beginning in the 2013- 14 school year, the District shall contribute 100% of the HCA, not to exceed \$80.00.

The Ferndale School District will contract with each of its health care providers to access to benefit coverage for domestic partners equal to that of a spouse.

The cost of mandatory group insurance plans mutually approved by the District and Association (dental, vision, long-term disability) will be subtracted from the District contribution each month, and the remainder will be applied toward any mutually-approved medical insurance plan selected by the Employee. Any remaining portion of the medical insurance premiums will be deducted from the Employee's salary warrant.

Any portion of the Employee's insurance allocations remaining after subtracting the cost of mandatory and medical insurance premiums will be pooled for the sole benefit of other Employees with out-of-pocket medical insurance premium costs. This monthly pool amount will be calculated in October, and then re-calculated in February of each year (for distribution during the three months following such months). Each month, each Employee with out-of-pocket costs will be credited with an equal dollar amount of the pool, per FTE, up to the total cost of the Employee's out-of-pocket cost for premiums, or until the pool is exhausted, whichever comes first (commonly referred to as "pooling by rounds").

Each year, the District shall provide a report to the Association identifying the amount of the pool, an explanation how the pool amount was calculated and the amounts distributed to Employees. In accordance with its right as a collective bargaining agent under state law, the Association may receive any further financial information substantiating these figures from the District upon request.

An employee whose spouse/domestic partner also is a District employee eligible for a District insurance contribution may combine spouse/domestic partner for the purchase of a single insurance plan to offset the employee's

out- of-pocket costs for medical insurance premiums (e.g. the purchase of one “employee plus spouse” plan rather than two “employee only” plans). The unused portion of the combined insurance allocations shall be returned to the insurance pool(s). If the spouse/domestic partner is in a different bargaining unit, the other bargaining unit must agree to the same procedure before the combination of insurance allocations can be effective. If the spouse/domestic partner is in a different insurance pool, one-half of the cost of the single insurance plan shall be charged to each insurance pool.

2. Staff members who are less than full-time employees shall be entitled to receive basic health care benefits in the same ratio as their part-time service bears to full-time service. Part-time staff members who are contracted as half-time or more shall be enrolled in the District-approved group dental plan, the group vision plan, and the group LTD plan for employees and their dependents. Less than half-time employees are not eligible for the group dental plan, the group vision plan, and the group LTD plan.
3. In the event the Legislature hereafter specifically funds a higher monthly state allocation for insurance, the District will incorporate the higher state allocation on a prospective basis.

#### B. POOLING

1. Any unused fringe benefit monies will be accumulated in a pool, which shall be used on a monthly basis to reduce or eliminate payroll deductions for bargaining unit members for the approved basic health care benefits.
2. After pooled dollars have been used to fully fund benefits in Pooling, paragraph 1. above, any dollars remaining in the pool will be divided equally over all full- time employees in the group (pro-rata for part-time employees.) These excess dollars may be used to purchase the following voluntary plans after the Association has offered all five benefits (medical, dental, vision, LTD and life insurance) to its members:
  - a. Voluntary Employee Benefit Association (VEBA)
  - b. Any other District-approved insurance plan.

#### C. CREDIT UNION DEDUCTION

The District shall extend the applicability of APA deductions from employee's salaries to include savings and loan payments to the Whatcom Educational Credit Union and Washington School Employees Credit Union. Details to implement will be worked out between the Credit Union(s) and the District. An information sheet will be made available to staff explaining procedures for utilizing this APA deduction.

#### D. TAX SHELTERED ANNUITIES

1. The district shall arrange for the purchase of tax deferred annuity contracts which meet the requirements of Section 403(b) of the Internal Revenue Code of 1954, as amended, on behalf of any employee of the district who elects to participate in such program if the following conditions are satisfied:
  - a. at least five employees of the district have requested the purchase of such contract from the company to whom the application is directed; and
  - b. such company is authorized to do business in the state of Washington through a Washington-licensed insurance broker or agent through whom the contract is purchased.
2. An employee may elect to participate in any available tax deferred annuity program by completing an appropriate application for participation with the insurance company of the employee's choice, which application shall designate the beneficiary or beneficiaries under the annuity contract and shall set forth such other information as maybe required by the insurance company to enable the district to purchase an annuity contract on the employee's behalf.
3. Premiums under such annuity contracts shall be paid on behalf of the employee through the district's Automatic Payroll Authorization (APA) plan. Completed applications to participate in a tax sheltered annuity program received prior to the 10th of the month will be reflected in that month's payroll; requests received after the 10th of the month will be held and reflected beginning with the following month's payroll.
4. No broker, agent or other representative of an insurance company may enter district premises during normal school hours for the purpose of soliciting any employee regarding the purchase by the employee of any tax deferred annuity, insurance policy or other investment. At school buildings when school is in session "normal school hours" shall when school is in session "normal school hours" shall coincide with the educators' work day as defined in the currently applicable collective bargaining agreement between the district and the bargaining representative of its certificated staff. At district facilities where no instruction takes place, "normal school hours" shall mean the normal working hours established for employees assigned to any such facility.
5. The district's business office shall maintain a list of currently available tax sheltered annuity programs, together with the names and telephone numbers of brokers or agents representing the insurance companies issuing such contracts. Employees shall have access to this information upon request.
6. The district does not review, scrutinize or recommend any annuity contract and is required by law to approve the participation of any insurance company if the requirements of paragraphs 1 and 7 of these procedures are met. Therefore, the district assumes no responsibility for any aspect of any annuity program, which is available.
7. The district shall require participating companies to execute an agreement which includes an indemnification provision insubstantially the following form:

“Indemnification: Service Provider agrees to indemnify and hold harmless the District, including any individual member of the governing board, and District Employees from every claim, demand or suit which may arise out of, be connected with, or be made by reason of the negligence of the Service Provider or failure of the Service Provider to meet the requirements of this Agreement. Notwithstanding the preceding sentence, this indemnification shall not cover any claim, demand, or suit based on erroneous information provided by the District or Employees or their willful misconduct or negligence. Service Provider, at its own expense and risk, shall defend, or at its option settle, any court proceeding that may be brought against the District, including members of the governing board, or Employees on any claim, demand or suits covered by this indemnification, and shall satisfy any judgment that may be rendered against any of them with respect to any such claim or demand, provided that the District notifies Service Provider, in writing, within twenty (20) business days of receipt of such claim or demand. Service Provider’s liability hereunder shall be limited to actual damages and out-of-pocket legal fees and expenses only.”

E. WAIVER DAYS

Prior to any state-granted waiver day(s), the Teaching and Learning teams at each building will design the nature of the work to be done and structure the use of time to include no less than three (3) hours of collaboration time.

When planning collaborative work does not directly involve specialists or Educational Staff Associates, principals will align the instruction of the day so the individuals within those groups may work with job-alike colleagues from other buildings.

F. IRS SECTION 125

Employees may participate in IRS Section 125 by following the district prescribed procedures.

G. WEAPAC

Employees may have contributions to Washington Education Association Political Action Committee automatically deducted from their paycheck.

Section 4 PAYMENT PROVISIONS

All employees shall be paid in twelve (12) monthly installments; except, stipends for elementary and middle school after-school art and enrichment programs will be paid in one sum the first pay period following the conclusion of the activity. Each check shall contain one-twelfth (1/12) of the contracted salary. Payroll checks shall be issued to the employee on the last day of each month excluding holidays and weekends.

All compensation owed to an employee who is leaving the District shall, upon request, be paid within fifteen (15) days after the final day of work.

Any overpayment of salary may be deducted from the following month's (s') payroll prorated equally over the remaining pay periods. In the event that overpayment is made on the final pay period of an employee, the employee agrees to immediately repay such overpaid amount to the District.

Summer checks will be mailed.

## Section 5 PAY SCHEDULE FOR EXTRACURRICULAR ACTIVITIES

### A. ACTIVITIES

(See Appendix II for Extra Curricular Activities Salary Schedule)

The criteria to determine the salary schedule for high school and middle school activities are as follows:

#### 1. Time Factors

##### a. Length of Activity

This recognizes that there is a variation in the annual minimum number of hours required outside of the instructor's regular teaching contract.

Length of activity points are determined by the following formula:

Annual Minimum Number of Required Hours Outside the Regular Teaching Contract divided by 20 = Length of Activity Points

##### b. Extended Trips

This recognizes that some activities require extended trips of over eight (8) hours per trip with students, which involves greater organization and supervision.

4 or more extended trips =4 points

3 extended trips =3 points

2 extended trips =2 points

1 extended trips =1 point

No extended trips =0 points

- NOTE: The hours for extended trips are deducted from the hours included under Length of Activity (Number A.1. above).

#### 2. Responsibility/External Pressure Factors

##### a. Performances/Productions

This recognizes that some activities have more required performances/productions, which imposes greater pressure.

20 or more required performances =2 points

10-19 required performances =1 point  
 0-9 required performances =0 points

- NOTE: While the yearbook is only one production, it is of such size and scope that it is placed in a special category and given a 2.

c. Number of Participants

This is the number of students participating at the end of the previous school year.

100 or more participants =2 points  
 50-99 participants =1 point  
 0-49 participants =0 points

d. Revenue(Gate Receipts and/or Fund Raising Activities)

This recognizes that there is a variation among activities in the degree of pressure imposed upon instructors by the community, administration, student body, and others by either paid attendance (ticket receipts) at activity performances or required fund raising activities (such as candy sales, dances, raffles, etc.) to support the activity.

This is based upon annual expectations. One time only fundraising activities would not affect a change in this category.

Over \$1000 =2 points  
 \$500-999 =1 point  
 Below \$500 =0 points

e. Equipment Management

This recognizes that some activities have greater equipment supervision duties and greater responsibility related to care and management of equipment. This would include construction, uniform ordering and cleaning, concert area preparation, etc.

High = 2 points  
 Average = 1 point  
 Low = 0 points

B. OTHER SUPPLEMENTAL PAY ASSIGNMENTS

POSITION	PERCENT OF BASE SALARY
Departmental Instructional Leader (no period for department work)	.155

NOTES RELATED TO A and B ABOVE:

1. Employees who assume duties listed hereon will be issued a supplemental contract and will be paid one-twelfth each month. If the activity assignment is

changed, the contract total is changed.

2. Activities outside regular classroom work are the responsibility of all members of the faculty. Principals are expected to assign extra duties so that no employee has an undue share of such work.

When activities are assigned which require an unusual amount of overtime work and responsibility, extra compensation may be granted at the discretion of the Board.

3. The ECA pay schedule will be analyzed in the spring of each year and appropriate changes made for the following year. These changes will be made annually in the spring of each year and not grandfathered.
4. Activity directors/advisors/departmental instructional leader will be evaluated annually by the Principal or designee. Such evaluation shall be based on the position job description.

### Section 6 CURRICULUM RATE

Employees asked to engage in additional instructional leadership activities which lead to effort and/or materials to be used beyond the individual's classroom, beyond the regular contracted work day, with Administrative approval, shall be compensated at the hourly Curriculum Rate of \$34.00/hour.

### Section 7 TRAVEL ALLOWANCES

An employee who is authorized to use his or her personal car on District business shall be compensated at the rate recognized by the Internal Revenue Service for such travel. In such cases that an employee is asked to return to the primary work site for meetings or continued work-related duties, the return travel mileage shall also be reimbursed at the IRS rate.

The mileage shall be authorized and validated by the Principal at the building level or in other instances by the employee's immediate supervisor in accordance with the budget and the established rules, regulations, and procedures of the District.

An employee authorized to utilize his or her own personal car for District business shall carry insurance in accordance with Washington state law.

Employees who have a formal agreement with their Principal or program director to be compensated to attend workshops which occur in the summer will be paid the curriculum rate for all workshop hours. Additionally, tuition, lodging, and travel will be reimbursed per District policy.

### Section 8 ATTENDANCE INCENTIVE PROGRAM

- A. ANNUAL CONVERSION OF ACCUMULATED SICK LEAVE

Each January, any employee who at the end of the immediately previous calendar year shall have accumulated in excess of sixty days of unused sick leave may elect to convert unused sick leave earned the previous year in excess of sixty days to monetary compensation at the rate of 25% of the employee's current, full-time daily rate of compensation for each full day of eligible sick leave. Any such election shall be made by written notice to the Superintendent during the month of January. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of law.

**B. CONVERSION OF SICK LEAVE UPON RETIREMENT OR DEATH**

Any employee who hereafter shall retire or who shall die while employed by the district may elect (personally or by his/her personal representative, as appropriate) to convert accumulated, unused sick leave days to monetary compensation at the rate of 25% of the employee's full-time daily rate of compensation at the time of termination from employment for each full day of eligible sick leave. Any such conversion of sick leave upon retirement or death shall be subject to the terms and limitations of law.

**Section 9 IMMUNIZATION/USE OF LEAVE**

The District may request proof of immunizations from its employees upon order of the Department of Public Health. Once immunization records have been provided to the District, such records shall be maintained in the employee's personnel file.

The District will assist staff by providing opportunity for staff to obtain immunizations that are required by the Public Health Department or any other agency. Should there be a cost to the employee, the District will reimburse up to \$25.00 of the cost incurred. In addition, the District will maintain a database containing immunization records/immunization proof.

The Public Health Department may exclude an employee(s) from the work site due to an outbreak of a vaccine preventable disease. An employee may claim either a bona fide objection to, or medical exemption from the necessary immunization. In such an instance, the employee claiming religious objection to, or medical exemption from the necessary immunization may, of his/her own volition, decide to utilize his/her accumulated sick leave under the provisions of emergency leave. Should that employee have no available sick leave upon which to draw, or should she/he decide not to draw upon his/her sick leave, an unpaid leave shall be approved.

**Section 10 ENROLLMENT OF EMPLOYEE'S CHILDREN AND FAMILY MEMBERS**

The District shall allow nonresident certificated staff to enroll their child(ren) at the school to which the employee is assigned; or at a school forming the District's Preschool-12 continuum which includes the school to which the employee is assigned. Employees' children shall be subject to the same tuition requirements as resident students.

The District shall allow nonresident certificated staff to enroll children of family members for whom they are caregivers at the school to which the employee is assigned if space allows at the specific grade level or in any program being requested; or at a school forming the District's Preschool-12 continuum which includes the school to which the employee is



assigned. Employees' children shall be subject to the same tuition requirements as resident students.

## ARTICLE VII

### EVALUATION OF CERTIFICATED STAFF

The District and FEA Agree that professional educators hold themselves individually and collectively accountable for student learning, which is the primary mission of our organization. However, the District and FEA also recognize that causing and assessing student learning are complex and complicated processes involving multiple factors and measures. Therefore, the District will not use a single test score or measure of student achievement to evaluate the performance of certificated employees or to determine their right to transfers, reassignments, compensation levels, or other personnel actions.

#### A. INTRODUCTION

All certificated personnel in the Ferndale School District shall be evaluated by the building Principal, or his/her designee, in whose building the staff member is assigned for instruction or supportive educational services. (See Appendix VI for Evaluation Forms)

1. Certificated personnel are defined in this agreement as those persons who are certificated by the State of Washington and have a contract with the Ferndale School District to teach or to provide supportive services, either part time or full-time, in the Ferndale School District and are members of this bargaining unit.
2. Criteria, performance indicators, and procedures contained in this section will be used to evaluate certificated personnel as herein outlined.
3. All certificated personnel in the Ferndale District shall be evaluated no later than two weeks prior to the end of the school year.
4. The evaluator and evaluatee shall sign the annual evaluation form. The evaluatee's signature acknowledges receipt of said document, not necessarily agreement with statements or findings contained thereon. The date of the evaluation conference shall be noted on the annual evaluation form.
5. Copies of the annual evaluation shall be distributed to the evaluatee, evaluator, and to the Superintendent. The Superintendent's copy shall be placed in the employee's personnel folder.
6. Certificated personnel providing instructional or supportive service to more than one building will be evaluated by one Principal who will consider information provided by Principals from each school in which the staff member serves.

#### B. EVALUATIVE CRITERIA AND PERFORMANCE INDICATORS

The evaluative criteria and performance indicators made a part of this agreement will be employed by the building Principal, or his/her designee, to evaluate the job performance of certificated personnel assigned to his/her building.

1. The evaluative criteria and indicators contained herein are expressed as standards for evaluation of certificated staff members.
2. Certificated staff members shall be expected to have satisfactory performance as defined within the applicable evaluation language.
3. Additional evidence which substantiates a certificated staff member's performance may be attached by the evaluator and/or evaluatee as part of the assessment of teaching performance.

C. THE MAJOR OBJECTIVES OF EVALUATION SHALL BE

1. To provide a quality program of educational experiences for children.
2. To assist personnel to carry on their work more competently.
3. To encourage professional improvement of educators and certificated support personnel.
4. To provide a written record of personnel proficiency.
5. To substantiate the application of criteria and procedures required by law for non-renewal of continuing contracts.

D. APPLIED CRITERIA

See Appendix VI for applicable evaluation materials.

## ARTICLE VIII

### GRIEVANCE PROCEDURE

A. PURPOSE:

The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievance or these procedures shall not interfere with teaching duties or classroom instruction.

B. DEFINITIONS

1. Grievant -- A grievant is defined as the Association or an employee or group of employees included in the bargaining unit represented by the Association.
2. Grievance -- A grievance is defined as a dispute involving the interpretation or application of the specific terms of this Agreement.
3. Days -- Days in this procedure are educator workdays except after the school year where they are to be calendar days.

C. TIMELINES:

Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement.

Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure.

Failure of the grievant to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

D. REPRESENTATION

The grievant may waive the Association's involvement in the procedures at any step. If the grievant elects not to have Association representation, the Association shall have the opportunity to be present at the adjustment of the grievance and to make its views known or shall receive the same written responses provided to the grievant.

E. PROCESS

Step 1. Informal Level -- Informal Submission of Grievance to Supervisor.

Within twenty (20) days following the occurrence of the event giving rise to the grievance, or twenty (20) days after the event is known or reasonably should have been known, the grievant shall attempt to resolve the grievance informally with his or her building administrator. The administrator shall respond informally within ten (10) days of the grievant's presentation.

Step 2. Building Level -- Written Submission of Grievance to Supervisor.

If the grievance is not resolved informally, it shall be reduced to writing by the grievant who shall submit it to the building administrator within ten (10) days after receipt of the informal response. The written grievance shall contain:

- a. A clear and concise statement of the alleged grievance including the facts upon which the grievance is based;
- b. Reference to the specific terms of the agreement which have been allegedly violated;
- c. Issues involved; and
- d. Remedy sought.

In representing the grievance, the grievant may elect to be accompanied by a representative of the Association. The administrator will inform the grievant and the Association in writing of the disposition of the grievance within ten (10) days of the presentation of the written grievance.

Step 3. Superintendent Level -- Written Submission of Grievance to the Superintendent.

If the grievance is not settled at Step 2 and the grievant wishes to pursue the grievance to Step 3, the grievance must be filed in writing within ten (10) days after receipt of the administrator's written response in Step 2 above. The Superintendent or his/her representative will review the grievance with the parties involved and provide a written statement of disposition to the grievant with a written copy to the Association, within ten (10) days of receipt of the grievance.

Step 4. Arbitration.

If no settlement is reached in Step 3, the Association may request that the matter be submitted to an arbiter as here-in after provided:

- a. Written notice of a request for arbitration shall be made to the Superintendent within ten (10) days of receipt of the disposition letter at Step 3.
- b. Arbitration shall be limited to issue(s) involving the interpretation or application of specific terms of this Agreement.
- c. When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) days after submission of the written request for arbitration, the provisions of paragraph (d) below, shall apply to the selection of an arbiter.
- d. In the event an arbiter is not agreed upon as provided in paragraph (c), above, the parties shall jointly request the American Arbitration Association to submit a panel of nine (9) arbiters.

Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the nine (9) arbiters is received, the parties shall each independently strike from the list those unacceptable arbiters and shall rank, in order of preference, the remaining arbiters. The parties shall then meet and compare their lists.

From among the mutually acceptable arbiters, the one with the lowest combined preference number shall be the arbiter. In the event of a tie between two or more arbiters, a single arbiter shall be chosen by lot. In the event there are no mutually acceptable arbiters on the panel, the parties, in turn, shall have the right to strike a name from the panel until only one (1) name remains.

The remaining person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.

In the event either party is dissatisfied with the credentials of the arbiters whose names are on the first panel offered by the American Arbitration Association, such party can summarily reject that panel and insist on a second panel. Selection must be made from the second panel.

- e. Arbitration proceedings shall be in accordance with the following:
1. The arbiter, once appointed, will inform the parties as to the procedures which will be followed.
  2. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena if necessary, such data and testimony as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the closing of the record.
  3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration which decision shall be final and binding on both parties.
  4. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except by mutual agreement.
  5. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance.

The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

6. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
7. The arbiter shall specify in the award that the District or Association, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter including necessary expenses.
8. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.

F. BINDING EFFECT OF AWARD:

All decisions arrived at under the provisions of this article by the representatives of the District and the Association at Steps 1, 2, and 3, or by the arbiter, shall be final and binding upon both parties, provided, however, that in arriving at such decisions neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.

G. LIMITS OF THE ARBITER:

The arbiter cannot order the District to take action contrary to law.

H. EXCLUSIONS:

Certain matters are excluded from this article by other sections of the Agreement, notwithstanding that interpretation or application of the terms of this Agreement may be involved.

I. NO DUTY TO MAINTAIN STATUS QUO:

The District has no duty to maintain the status-quo or to restore the status quo pending arbitration. But if return to the status quo is ordered by the arbiter, the return shall be affected as per the arbiter's award.

J. FREEDOM FROM REPRISAL:

There will be no reprisals against the grievant or others as a result of his/her participation in this process.

## ARTICLE IX

### CALENDAR

The parties recognize that the calendar is a negotiable item. Representative(s) of the District and the Association shall meet annually, no later than February 1, to formulate two (2) mutually agreeable calendar options for the subsequent school year. Each option shall be presented to the FEA membership for a vote. FEA members shall have seven (7) school days to vote. Whichever option receives a majority vote of the FEA membership shall be presented to the School Board for ratification.

Each calendar option shall clearly include the following factors:

- A. First and last day of school
- B. Duration and dates of Winter Break
- C. Duration and dates of Mid-Winter Break
- D. Duration and dates of Spring Break
- E. Holidays, as applicable
- F. Placement of Learning Improvement Days (LID)
- G. Placement and use of half-days, if any
- H. Schedule of elementary conference days
- I. Placement of grading periods and/or semester break
- J. Designated snow days, up to ten (10), and the order in which they would be used
- K. Other days/dates as mutually agreed

## ARTICLE X

### DURATION OF CONTRACT

This Agreement shall be in effect as of September 1, 2016 and shall continue in effect until August 31, 2018.

Either party may, upon written notice to the other, but not later than ninety (90) days prior to aforesaid expiration date of this Agreement, indicate their desire to negotiate a new collective bargaining agreement.

The Agreement may be reopened for amendment only by mutual consent of the parties. Request for such amendment by either party must be in writing and must include a summary of the proposed amendment. If a double levy loss occurs or ten (10) percent or more of state revenue is lost, all economic provisions of this agreement shall be reopened within ten (10) days of such awareness.

## ARTICLE XI

### NO STRIKE

During the life of this Agreement, the Association will not cause and no employee shall take part in any strike, work stoppage, sit-down, sick-out, or slow-down.

## ARTICLE XII

### Section 1 PROFESSIONAL RESPONSIBILITY STIPEND

- A. The Ferndale School District and the Ferndale Education Association agree and affirm the following beliefs:
1. The success of the District is dependent upon hiring and retaining the highest quality certificated staff.
  2. Providing a quality education for students requires from certificated staff a commitment to the profession beyond the basic contract, normal workday hours, and school year.
  3. State law allows additional compensation for additional time, additional responsibilities, or incentives.
  4. The additional commitment required of the Ferndale certificated staff cannot be accurately measured in hours or days.
  5. The time necessary to fulfill any one certificated staff member's responsibilities will vary from that of another, as determined by the

individual's own professional judgment.

For the reasons stated above, the Ferndale School District will provide a Responsibility Stipend in recognition of the additional services required of all certificated staff members outside the basic contract and supplemental workdays. The Responsibility Stipend is attached in Appendix II, and shall be calculated in the following manner:

- 2016-2017 – 31.5% of the base contracts (SAM)
- 2017-2018 – 33.5% of the base contracts (SAM)

Payment for this professional stipend shall be made in twelve (12) equal monthly installments. A part-time employee will be compensated in the same ratio that their service bears to full time service, and shall work a pro-rated portion of any time included and defined in this section..

The professional stipend recognizes that employees provide a professionally responsible level of service in the following areas which are beyond the basic contract:

- a. Preparation of the classroom or workspace before, after, and during the school year for quality instruction or support of instruction;
- b. Building activities outside the workday, such as fall and spring open houses, curriculum nights, parent education nights, school and community functions, and concerts;
- c. Self-reflection, goal setting, and related professional growth activities such as workshops, classes, conferences, seminars or research projects;
- d. Grade level, department, building, job-alike and/or District committees, task forces, processes, and activities; and
- e. Fulfillment of basic contract expectations that may fall outside the regular workday such as planning of instruction and curriculum, attendance at staff meetings, the evaluation of student work, the preparation of student assessments, the preparation of summative progress and grade reports for timely distribution, IEP and Section 504 meetings, culminating projects and communicating with parents and students.

Employees shall document the completion of these activities on a mutually agreed upon form once a year. (See Appendix V)

- B. As part of the Professional Responsibility Stipend employees will be required to attend five (5) additional workdays (35 hours) as defined below. The purpose of these days is to increase knowledge and support professional growth of certificated staff so that they are prepared to implement strategies and programs to increase student growth/achievement and social emotional development.

Clock hours will be provided at district sponsored events at no cost to FEA members. FEA membership is encouraged to provide input into professional development so that targeted needs can be addressed. Staff not able to attend may



use the appropriate leave.

The hours shall be worked as follows:

- One-half day (3.5 hours) district/building directed, scheduled the day prior to the first day of school.
  - One-half day (3.5 hours) individually directed.
  - Two (2) hours for mandatory online training.
  - Ten (10) hours of PLC/collaboration time based on district designed PLC framework and school improvement themes.
  - Six (6) hours of PD as determined by the School Improvement Team.
  - A maximum of five (5) hours for extending staff meetings in accordance with Article IV, Section 3.D. Any unused time may be added to workshop/committee work as described below.
  - Five (5) hours of workshop and/or committee work. With District approval to ensure alignment with the school improvement plan, these may include hours completed during summer break (including summer 2016) to be counted in the subsequent year.
- C. In the event that the Washington State Legislature modifies or changes the funding allocation model for school districts or changes the salary schedule for teachers, the parties will meet to negotiate the impact.

## Section 2 EARLY DISMISSALS

### A. ELEMENTARY

District will schedule three (3) elementary early dismissals with students released a minimum of 2.5 hours before the end of the regular student day. One of those will be for conference preparation to be scheduled prior to fall conferences. The second and third early dismissals will be for report card preparation, assessment recording, cumulative record preparation and other individual teacher end-of-year recordkeeping activities. The second and third early dismissals will occur prior to the report card due date each semester.

### B. ALL SCHOOLS

The District will release students after lunch on the last day of school. The staff will meet to discuss the successes and challenges of the school year.

The District calculation of the educator and student day will continue to "bank" sufficient time to allow for these early dismissals.

### C. SCHOOL CLOSURE

If school is delayed in opening, educators will attempt to arrive at school as close to the normal starting time as safely possible. Only in the instance of arrival after the start of the

student day shall leave be deducted. In the event of an emergency closure after the start of the school day, and when the day is counted for funding purposes, educators shall be paid their full per diem pay for that day.

If school is cancelled, either at the building or district level, educators may be required by their supervisor to remain at work. Only those educators directed by the supervisor or designee to remain shall be required to do so until all students have departed.

In the event school is closed, educators are not required to report to school. Should the District seek and receive approval for state approved waiver(s) for emergency or weather-related purposes, certificated employees shall receive full pay for any such waived days. Certificated staff shall not be required to attend the waived student days. The days shall be treated as PRS pay, with an assumption that the equivalent amount of time as waived has been completed by the certificated employee. No documentation on the part of the individual employee shall be required.

In the event that school is cancelled less than 30 minutes prior to the start of the employees' work day, all affected teachers shall receive a \$25 stipend.

**EXECUTIVE SIGNATURES**

Executed this 30th day of August 2016, in Ferndale, Washington by the undersigned by the authority of and on behalf of the Ferndale Education Association and the Ferndale School District No. 502.

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
For the District

## Appendix I FAMILY AND MEDICAL LEAVE ACT (FMLA) AT A GLANCE

This is an informational statement and is not part of the negotiated agreement. This information is based on Federal and State law.

### What FMLA Provides

The Family and Medical Leave Act (FMLA) provides certain employees with up to 12 workweeks of unpaid, job-protected leave a year, and requires group health benefits to be maintained during the leave as if employees continued to work instead of taking leave.

An employee is entitled to twelve (12) weeks of family leave during a twelve (12) month period. An employee is anyone who has been employed by the Ferndale School District for at least twelve (12) months and for at least 1,250 hours of service (excluding any paid leave) during the twelve (12) months immediately preceding the start of leave. The twelve (12) month measuring period for FMLA leave purposes shall be different for each employee and shall be measured on a "rolling" basis backward from the date the employee uses any leave.

### Reasons for Taking Leave

- For the birth of a child and to care for the newborn child;
- For the placement with the employee of a child for adoption or foster care, and to care for the newly placed child;
- To care for an immediate family member (spouse, child under the age of 18, or parent - but not a parent "in-law") with a serious health condition; and
- When the employee is unable to work because of a serious health condition.

Leave to care for a newborn child or for a newly placed child must conclude within 12 months after the birth or placement.

Spouses employed by the same employer may be limited to a combined total of 12 workweeks of family leave for:

- The birth and care of a child,
- the placement of a child for adoption or foster care, and to care for the newly placed child; and,
- to care for an employee's parent who has a serious health condition.

### Serious Health Condition

"Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves:

- Any period of incapacity or treatment connected with inpatient care (i.e., an

- overnight stay) in a hospital, hospice, or residential medical care facility; or
- a period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
  - any period of incapacity due to pregnancy, or for prenatal care; or
  - any period of incapacity (or treatment therefore) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.); or
  - a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, etc.); or
  - any absences to receive multiple treatments (including any period of recovery there from) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).

#### Advance Notice and Medical Certification

The employee may be required to provide advance leave notice and medical certification.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable".
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

#### Maintenance of Health Benefits

An employer is required to maintain group health coverage, including family coverage, for an employee on FMLA on the same terms as if the employee continued to work. .

#### Substitution of Paid Leave

Employees may choose to use, or employers may require the employee to use, accrued paid leave (sick leave) to cover some or all of the FMLA leave taken. The

substitution of accrued sick or family leave is limited by the employer's policies governing the use of such leave.

#### Questions?

If you believe you qualify for FMLA or have questions about the Family and Medical Leave Act, please call the Personnel Office for assistance.

## **Appendix II** State Salary Schedule

### Salary and PRS

When the salary schedule is received from the state, it will be inserted into the contract as Appendix II.

## Appendix III GUIDELINES FOR COUNTING CREDITS AND CLOCK HOURS

Placement on the State (LEAP) salary schedule is dependent upon years of experience, highest degree, and total number of eligible academic and in-service credits. The following information has been taken from the S-275 Personnel Reporting Instructions, issued by the Office of Superintendent of Public Instruction and reflects the rules, regulations and procedures we will follow.

### Academic Credits

1. Eligible academic credits must meet the criteria of WAC 392-121-255.
2. Academic credits earned after September 1, 1995, must also satisfy the additional criteria of WAC 392-121-262.
3. The transcript that documents the credits must be issued by the institution awarding the credits, e.g. If credits are transferred from one college or university to another, the employee must also obtain a transcript from the transferring college or university.
4. Documents from other than the registrar are not valid documentation.
5. Academic credits must be earned from a regionally accredited community college, college, or university.
6. Semester hour credits are converted to quarter hour credits at the ratio of 2 to 3, so four semester credits convert to six-quarter credits.

### In-service Credits

1. Eligible in-service credits (clock hours) must meet all the criteria of WAC 392-121-257.
2. In-service credits (clock hours) earned after September 1, 1995, must also satisfy the additional criteria of WAC 392-121-262.
3. In-service (clock hour) providers must be approved by the Washington State Board of Education and courses must be offered in accordance with chapter 180-85 WAC.
4. In-service (clock hour) credits are earned on the completion date indicated on the approved documentation form.
5. In-service program classes must be a minimum of three hours to be eligible for recognition.
6. WAC 181-85-077 allows educational staff associates to use continuing education units (CEUs), credits or clock hours that satisfy the continuing education requirements for their state professional licensure, for Washington and any other state, as in-service credits.

The deadline for submitted credits and clock hours, for placement on the salary schedule, is October 15 of each year. Any increase in annual salary due to movement on the salary schedule will be paid in full. Payment will be on a prospective basis, in equal monthly payments over the remaining months of the contract.

A "Request for Credit Approval" form should be completed by the employee and signed by the employee and principal or administrative designee. The form should be attached to the official transcript or approved clock hour form and submitted to the personnel office. In the event that an official transcript is not yet available, the employee may submit an unofficial transcript, grade report, or letter from the registrar. A letter from the registrar must show classes completed, number of credits, and grade. This letter must be followed by an official transcript and be received in the personnel office by October 15 of each year.

In some instances, employees and district office staff will work together to insure accuracy in the counting of credits and clock hours. In that event, the employee will be asked to "sign off" as an indication of agreement.



## Appendix IV Extracurricular Activities Salary Schedule

### PAY SCHEDULE FOR EXTRACURRICULAR ACTIVITIES--FEA

Once the state salary information is received, the schedule will be placed here, in Appendix IV.

## Appendix IV Extracurricular Activities Salary Schedule

### PAY SCHEDULE FOR EXTRACURRICULAR ACTIVITIES--FEA

Once the state salary information is received, the schedule will be placed here, in Appendix IV.

## **Appendix VI** List of Evaluations for Certificated Staff

List of Evaluations used in the Ferndale School District for Certificated Staff

1. Certificated Support Personnel (Long Form)
2. Certificated Support Personnel (Short Form)
3. Professional Growth Option Verification Form
4. Professional Growth Option Planning Document  
School Counselor Form
5. TPEP Forms

## Appendix VII Classroom Teacher Evaluations (TPEP)

### Section 1

#### INTRODUCTION

The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity. Within the CEL 5D+ instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills and knowledge.

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

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392- 191A-050:

“To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance.”

### SECTION 2

#### APPLICABILITY & TRANSITION PLAN

This evaluation system only applies to classroom teachers; specifically those staff with an assigned group of students who provide focused instruction.

The term “classroom teacher” does not include ESAs, Counselors, Librarians, Media Specialists, TOSAs, Instructional Coaches, Curriculum Specialists, and other bargaining

unit members who do not work with regularly recurring and specifically defined groups of students. Those bargaining unit members who do not meet this definition will remain under the alternate evaluation system.

### SECTION 3

#### PROFESSIONAL DEVELOPMENT

Prior to being evaluated under this Article, each teacher shall receive professional development regarding the framework and the evaluation process. Teachers on the comprehensive evaluation shall be given a minimum of two (2) half-days for individually determined time, and teachers on the focused evaluation shall be given a minimum of one (1) half-day for individually determined time, which may be utilized consistent with Article IV, Section 3. J. Planning Days. Additional half-days may be requested.

Within fifteen (15) days of employment or within fifteen (15) days from the commencement of the school year, whichever is later, each employee shall be given a copy of the evaluation criteria, procedures, and any relevant forms appropriate to the teacher's position and track in the evaluation cycle.

No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, the use of the specific instructional framework and rubrics and any relevant state requirements. (RCW 28A.405.120) Each year, the district will provide the assurance to the FEA that all administrators evaluating teachers on the evaluation system have received and completed training specific to the 5D+ Framework in the evaluation processes, including inter-rater reliability training.

### SECTION 4

#### STATE CRITERIA, FRAMEWORK, AND SCORING

- A. The state evaluation criteria are:
1. Centering instruction on high expectations for student achievement,
  2. Demonstrating effective teaching practices,
  3. Recognizing individual student learning needs and developing strategies to address those needs,
  4. Providing clear and intentional focus on subject matter content and curriculum,
  5. Fostering and managing a safe, positive learning environment,
  6. Using multiple data elements to modify instruction and improve student learning,
  7. Communicating and collaborating with parents and the school community.

8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

B. Instructional Framework

The parties have agreed to the adopted evidence-based instructional framework developed by CEL 5D+ and approved by OSPI. The instructional framework is included in Appendix VIII.

However, nothing in the instructional framework will be binding on either party if it is contrary to the terms and conditions described in this agreement.

Upon mutual agreement the parties may select a different instructional framework approved by OSPI.

C. Criterion Performance Scoring

The following principles will apply:

1. When there is more than one (1) component, if a 4 – Distinguished is scored, the overall criterion score cannot be lower than 2 – Basic.
2. Each rating will be assigned the following numeric values:
  - Unsatisfactory – 1
  - Basic – 2
  - Proficient – 3
  - Distinguished – 4
3. The average of the component scores will be the final criterion score.
4. When a final criterion score includes a fractional number (for example 2.3), all scores with fractionals below .5 will be rounded down and all fractionals .5 or above will be rounded up, for example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.5 would receive a final criterion score of 3.

D. Summative Performance Rating

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:

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

SECTION 5  
DEFINITIONS

**Artifacts** shall mean any products generated, developed or used by a certificated teacher as a part of their daily instructional program. Additionally, tools or forms used in the evaluation process may be considered as artifacts. Teachers shall not be required to create artifacts specifically for the evaluation system.

**Component** shall mean the sub-section of each criterion.

**Criteria** – Criteria shall mean one of the (8) state defined categories to be scored.

**Day** in the teacher evaluation procedure shall mean educator workdays except after the school year when they are to be calendar days.

**Evidence** shall mean examples or observable practices of the teacher’s ability and skill (WAC 392.191A.030) in relation to the instructional framework rubric. Evidence is intended to be a sampling of data to inform the decision about level of performance and should be gathered as part of a teacher’s daily instructional program. Evidence can include information shared in a conversation between the evaluator and teacher. A teacher may choose to include student and parent input as evidence.

**Not Satisfactory** shall mean:

Level 1 – Unsatisfactory – Receiving a 1 is not considered satisfactory performance for all teachers

Level 2 – Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if the level 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.

**Student Growth Data** shall mean the change in student achievement between two points in time. Assessments used to demonstrate growth may 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. The District will not use a single test score or measure of student achievement to evaluate the performance of certificated employees or to determine their rights to transfers, reassignments, compensation levels or other personnel actions.

## SECTION 6

### COMPREHENSIVE EVALUATION

- A. A Comprehensive Evaluation must be completed at least once every four (4) years.
- B. Process:
  - 1. Teacher Self-Assessment
    - a. Prior to the Pre-Observation Conference, the member may complete a Self-Assessment form.
    - b. No teacher will be required to complete or share the Self- Assessment form with his/her evaluator.
  - 2. Goal Setting:

The teacher shall determine a student growth goal for Components SG- 3.1, SG-6.1 and SG-8.1 on a Goal Setting form. The goal for these components may be the same goal. During the goal setting conference, the teacher and evaluator will reach consensus regarding the goal(s). If the teacher and evaluator are unable to reach consensus, the teacher's decision will stand if the employee was evaluated at a proficient level or above in the previous year. If the employee is a provisional employee or is a continuing employee rated below proficient in the previous year, the evaluator's recommendation will stand.

3. Evidence and Artifacts:

Both the teacher and the evaluator will contribute to evidence collection necessary to complete this evaluation. Said collection will be accomplished openly and, wherever possible, jointly. A teacher may, but shall not be required to, submit artifacts for completion of the evaluation.

4. Pre-Observation Conference:

A pre-observation conference may be held prior to each scheduled observation. Either the teacher or evaluator may initiate a pre- observation conference at a mutually agreeable time. The purpose of the pre-observation conference may be to discuss the employee's goals, establish a date for an observation, and/or discuss such matters as the professional activities to be observed, their content, objectives, strategies, or possible observable evidence.

5. Scheduled Observations:

- a. The first of at least two (2) prearranged formal observations for each employee shall be conducted within the first sixty (60) days, unless a mutual agreement between the teacher and evaluator provides alternative timelines. The teacher may request additional observations. The total annual observation time cannot be less than sixty (60) minutes. At least one scheduled observation shall not be less than 30 minutes in length unless a shorter observation time is mutually agreed upon.
- b. The observations will occur no later than ten (10) days after the pre-observation meeting.
- c. Observations will not take place on half, early release, or late start days, the day before winter or spring break, and on days of an assembly or a modified schedule, unless otherwise agreed to by the employee.
- d. The evaluator will prepare an observation report for each observation and provide a copy to the employee within five (5) working days. An evaluator may request an extension of the report deadline due to extenuating circumstances. The request will include a specified number of days.
- e. The teacher may provide additional evidence to aid in the assessment



of his or her professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. (WAC 392.191A.130)

- f. The second of two (2) formal prearranged observations will occur no sooner than six weeks after the first formal observation so that reasonable time can be provided for continuing professional growth, unless a mutual agreement between the teacher and evaluator provides alternative timelines.

#### 6. Post-Observation Conferences

- a. A post-observation conference between the evaluator and teacher will be held no later than five (5) days after each scheduled observation unless the evaluator has requested an extension as in 5d above.
- b. The purpose of a post-observation conference is to review evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance(WAC 392.191A.130).
- c. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide written recommendations to remedy the concerns.
- d. The teacher must be given the opportunity to attach written comments to the observation report.

#### 7. Unscheduled Observations

An unscheduled observation is an observation that is not required to be pre-scheduled.

- a. An evaluator may conduct any number of unscheduled observations.
- b. Observations may be outside the classroom. Department or collegial meetings may be used for unscheduled observations.
- c. After an unscheduled observation, an evaluator may choose to prepare an observation report for each observation and provide a copy to the employee within five (5) working days in order for that evidence to be used in the evaluation process. If the evaluator has a concern, he/she will identify the specific concern for the applicable criteria and provide written recommendations to remedy the concern.
- d. Any time after an unscheduled observation a teacher may request a conference to discuss the observation.

#### 8. Electronic Monitoring

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without the prior knowledge and consent of the teacher.

#### 9. Final Summative Evaluation Conference

- a. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
- b. The teacher has the right to provide additional evidence for each criterion to be scored. (WAC 392.191A.130)
- c. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
- d. If the evaluator judges the teacher to be below Proficient in the summative observation, the evaluator must have documented evidence drawn from more than one occasion of when the teacher showed deficiencies in his/her professional performance.
- e. No teacher with five (5) or more years of experience shall be judged to be below Proficient in any criterion without prior notice to allow for improvement. No teacher with less than five (5) years of experience shall be judged to be below Basic in any criterion without prior notice.
- f. The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

## SECTION 7

### FOCUSED EVALUATION

The Focused Evaluation focuses on one of the eight criteria plus professional growth activities specifically linked to the specific criteria. If a non-provisional teacher has scored at 3 - Proficient or higher the previous year, she/he will be evaluated using the Focused Evaluation. The teacher can stay on the Focused Evaluation for three (3) years before returning to the Comprehensive Evaluation. The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation.

- A. Criterion selection shall be done through a collaborative process between the teacher and his/her evaluator at the first pre-observation conference. If the teacher and evaluator are unable to reach consensus, the teacher's decision will stand if the employee was evaluated by a proficient level or above in the previous year.
- B. If the employee chooses criterion 1, 2, 4, 5, or 7, she/he must also complete the student growth components in criterion 3 or 6.
- C. The role of the evaluator is to assist the teacher in developing a professional growth activity aligned with the selected criterion and then to assist in its implementation, which may include making reasonable efforts to provide the resources to implement it.

- D. The score received on the selected criterion is the score assigned as the final summative score.
- E. A group of teachers may focus on the same evaluation criteria and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.
- F. Observations and conferences for the focused evaluation shall follow the guidelines set forth in the Comprehensive Evaluation process, Section 6, above.

## SECTION 8

### STUDENT GROWTH CRITERION SCORE

- A. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:
  - 1. 5-12 – Low
  - 2. 13-17 – Average
  - 3. 18-20 – High
- B. Student growth data will be taken from multiple measures, must be appropriate and relevant to the teacher's assignment, and must use an appropriate tool to measure student growth between two points in time.
- C. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient Level for their summative score. If a teacher receives a Low student growth score on the summative evaluation, the evaluator will initiate one of the following: (WAC 392.191A.100):
  - 1. Triangulate student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District and state-based tools;
  - 2. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, student demographics, class size/class mix and curriculum/assessment alignment;
  - 3. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
  - 4. Create and implement a professional development plan to address student growth areas.

## SECTION 9

## SUPPORT FOR BASIC AND UNSATISFACTORY

- A. The Association will be notified when any teacher with more than five years' experience is rated as 2 – Basic or 1 – Unsatisfactory as a summative score or a non-provisional teacher with less than five (5) years' experience is rated as 1 – Unsatisfactory.
- B. When a teacher is judged below 3 – Proficient, the teacher will receive written feedback regarding the observed deficiencies with written recommendations for improvement that include examples and/or strategies where appropriate.
- C. When a teacher is evaluated below 3- Proficient, she/he will participate in a collaboratively developed structured support plan which may include, but is not limited to, special consideration of class size/class mix, assignment to only one work location (i.e. classroom), university course work, peer coaching, reading materials, and District or ESD staff development courses. The District will provide and pay for any required registration fees for in-service training and any required mentor, if a mentor is the agreed upon action by the evaluator and the teacher. (RCW 28A.405.140)

## SECTION 10

### PROVISIONAL EMPLOYEES

Before recommending nonrenewal of provisional teacher, the evaluator shall have made good faith efforts to assist the teacher in making satisfactory progress toward remediating deficiencies. The efforts may include:

1. An evaluation conducted in accordance with each provision of Section 6 above; and
2. Written notice to the Association and teacher prior to May 15, or thirty(30) calendar days after the teacher began work, whichever is later; and
3. A specific and reasonable plan designed to assist the teacher in making satisfactory progress in improving his/her performance related to the state evaluation criteria. This plan includes written feedback regarding observed deficiencies with recommendations for improvement that contain examples and strategies to remedy the deficiencies. The plan also includes benchmarks defining desired performance and indicators that it has been achieved; and
4. A description of any assistance and services the District may provide to the teacher to improve his/her performance; and
5. Periodic reports to inform the teacher of the evaluator's judgment on the teacher's progress toward remediating deficiencies.

## SECTION 11

## PROBATION

At any time after October 15, and prior to February 1, a classroom teacher whose performance is judged not satisfactory based on the scoring criteria shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.

- A continuing contract teacher under RCW 28A.405.210 with four (4) to five (5) years of teaching experience whose comprehensive summative evaluation score is 1 - Unsatisfactory for two (2) consecutive years or for any of the two (2) years within a consecutive three (3) year time period shall also be placed on probation.
  - A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is 2 - Basic or 1 – Unsatisfactory for two (2) consecutive years or for any two (2) years within a consecutive three (3) year time period shall also be placed on probation.
- A. Teachers may only be placed on probation from the Comprehensive evaluation system described above.
- B. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.
- C. In the event that an evaluator determines that the performance of a teacher under his/her supervision warrants probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
1. The evaluation report prepared pursuant to the provisions of Section 6 above, and,
  2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- D. If the Superintendent concurs with the evaluator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15 is less than 2 – Basic.

If a teacher with more than five (5) years teaching experience was not placed on probation during the school year, and receives a 2 – Basic summative evaluation score, the teacher will be placed on a structured support plan at the start of the following school year until October 15, at which time a decision will be made relative to placing the teacher on probation.

If a teacher with four (4) to five (5) years teaching experience was not placed on probation during the school year, and receives a 1 -Unsatisfactory summative evaluation score, the teacher will be placed on a structured support plan at the start of the following school year until October 15, at which time a decision will be made

relative to placing the teacher on probation.

Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:

1. Specific areas of performances deficiencies identified from the instructional framework;
2. A suggested specific and reasonable program for improvement;
3. A statement indicating the duration of the probationary period and
4. A statement that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.

E. Evaluation During the Probationary Period

1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
3. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 6 above shall apply to the documentation of observation reports during the probationary period.
4. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
5. The probationary teacher may request that an additional certificated evaluator becomes part of the probationary process and the request must be granted. This evaluator may include an administrator within the Ferndale School District or assigned by the ESD and will be jointly selected by the District and the Association from a list of evaluation specialists compiled by the ESD.

F. A teacher who is on a plan of improvement must be removed from probation if he/she has demonstrated improvement in the areas prescribed as deficient. The teacher must be removed if a teacher with five (5) or fewer years of experience scores at 2 – Basic or above and a teacher of more than five (5) years scores at 3 – Proficient or above.

G. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW28A.405.300 or 28A.405.210.

H. Evaluator's Post-Probation Report

Unless the probationary teacher has previously been removed from probation, the

evaluator shall submit a written report to the Superintendent at the end of the probationary period, which shall identify whether the performance of the probationary teacher has improved and which shall set forth one (1) of the following recommendations for further action:

1. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
  2. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
  3. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.
- I. Action by the Superintendent
- Following a review of the report submitted pursuant to paragraph G above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.
- J. A teacher who fails to successfully complete the probation process, as outlined above, may have his/her probationary period extended or may be recommended for non-renewal.

## SECTION 12

### NON-RENEWAL

When a continuing contract teacher with more than five (5) years of experience receives a comprehensive summative evaluation rating below 2 – Basic for two (2) consecutive years, or two (2) out of three (3) years, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15, whichever occurs first, implement the teacher notification of non-renewal as provided in RCW.28A.405.300.

A teacher who is, at any time, issued a written notice of probable cause for nonrenewal or discharge by the Superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

## SECTION 13

### DOCUMENTATION

- A. Any required forms for use in evaluation shall be mutually agreed to between the parties.
- B. Only the Summative Evaluation Report and any attached teacher documents shall be included in the teacher's personnel file.
- C. Teachers shall not be required to use the eVAL tool.

- D. Teachers shall have access to their eVAL account in subsequent years.
- E. Evaluators shall notify the teacher of any additional evidence submitted to eVAL within forty-eight (48) hours.
- F. Teachers shall not be required to share personal assessment information utilized within the eVAL system.
- G. Any and all data entered into eVAL shall be considered confidential, and not be subject to public disclosure.

## SECTION 14

### EVALUATION RESULTS

- A. Evaluation results shall be used:
  - 1. To acknowledge, recognize, and encourage excellence in professional performance.
  - 2. To document the level of performance by a teacher of his/her assigned duties.
  - 3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
  - 4. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
- B. Evaluation results shall not be:
  - 1. Shared or published with any teacher identifying information.
  - 2. Shared or published without notification to the individual and Association.
  - 3. Used to determine any type of base or additional compensation.
  - 4. Used to solely determine assignment, placement, or job status.
- C. Evaluators shall not consider school or District-wide scores when evaluating individual scores, for example, nothing prohibits an evaluator from evaluating all teachers as Distinguished within a school.

## SECTION 15

### ADDITIONAL EVALUATOR

Upon request, teachers may be assigned an additional evaluator. Requests may be submitted in writing.



**Appendix VIII** Memorandum of Understanding  
Early Notification of Resignation or Retirement

**APPENDIX IX** Memorandum of Understanding  
Elementary Progress Reporting

**Appendix X** Memorandum of Understanding  
Initial Proposal - Health Care

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