

Agreement Between
Port Angeles School District
and
Port Angeles Principals Association

July 1, 2018 - June 30, 2020

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Section 1: RECOGNITION AND COVERAGE OF AGREEMENT

1.1 Agreement

This agreement is entered, by and between the Port Angeles School District No. 121, hereinafter referred to as the "District," and the Port Angeles Principals Association, hereinafter referred to as the "Association," acting on behalf of the employees of the bargaining unit as outlined in Section 1.2 below.

1.2 Recognition

The District hereby recognizes the Association as the exclusive bargaining representative of all regularly employed principals and assistant principals of the District. When used, hereinafter, the term "building administrator" shall refer to all principals and assistant principals.

1.3 Term of Agreement

The term of this Agreement shall be for three years commencing on July 1, 2018 and terminating at midnight on June 30, 2020.

Section 2: APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

The parties agree that, pursuant to RCW 41.59.080 (7), the scope of bargaining shall be limited to compensation, hours of work, and the number of days of work in the annual employment contracts. Other employment conditions for employees in the unit shall be determined by policies approved by the Board of Directors and procedures developed by the Superintendent.

2.1 Association and District President's Council Meetings

The District and the Association agree to establish and participate in joint meetings, with meetings held at least quarterly, to address areas of mutual interest and concern. In addition, Association representatives will be invited to participate in President's Council meetings with other District bargaining units. Two representatives will attend these meetings. Under no circumstances shall collective bargaining occur in any of these meetings. Likewise, the meetings will not be a substitute for the contractual grievance process.

Section 3: COMPENSATION, BENEFITS, AND REIMBURSEMENTS

3.1 Annual Salary

The annual salary for building administrators for 2018-19 is set forth in the attached salary schedule (Appendix A). The annual salary for building administrators for 2019-2020 when negotiated will be set forth in a salary schedule (Appendix B).

Section 3.1.1

Building administrators shall be placed on the salary schedule in accordance with their completed years of administrative experience as a building administrator, or the equivalent, as determined by Human Resources.

3.2 Discretionary Leave

Building administrators may use up to two (2) days per year as employee discretionary days.

Section 3.2.1

Discretionary days are non-cumulative.

Section 3.2.2

Building administrators with unused discretionary leave as of June 30 of the preceding school year will be eligible to receive one-half day remuneration at the adjusted per diem rate for each full day of unused leave. Building administrators that will be retiring and inform the District of their intent by January 15 will be eligible to receive full remuneration at the adjusted per diem rate for each day of unused discretionary leave.

Section 3.2.3

Payment will be made on the July pay warrant, consistent with District payroll cutoff dates and provided that building administrator records do not otherwise indicate ineligibility.

Section 3.2.3

Employee discretionary leave will not be granted on the work day directly before or the work day directly after holidays, scheduled school breaks, or the first or last day of the school term except in case of emergency as approved by the Superintendent.

3.3 Travel Reimbursement For the 2018-19 contract year only, in lieu of other expense reimbursement for in-District and in-league travel, building administrators will receive a stipend for travel in their own vehicles. The stipend will be set at one per cent (1%) of their annual base salary to defray costs incurred in using their personal vehicles for official travel (Pursuant to RCW 42.24.090, it is the determination of the Board that this means of reimbursement is less costly than providing an automobile to the building administrator.)

3.4 Professional Development Funds

Each building administrator is appropriated \$2,000 per year for professional development expenses. These funds can be used for professional development related travel expenses, conference registrations, and other professional development activities with prior approval by the administrator's supervisor.

Building administrators may carry over any unspent amount. The building administrator's account balance will not exceed \$6,000. Building administrators may use these funds to pay for additional building staff to attend a professional development event. Administrators may donate their professional development funds to the professional development account of another building administrator.

Section 4: EVALUATION

The evaluation of principals or assistant principals will follow the Teacher and Principal Evaluation Program (TPEP) RCWs and WACs and must include the following:

Section 4.1 Scope of Evaluations, Notification and Deadlines.

(1) Scope of Evaluation

Building administrators will be evaluated on the comprehensive evaluation once every four years. Building administrators who were proficient and/or distinguished will be placed on a focused evaluation.

- a. Building administrators on the comprehensive evaluation will be evaluated on all eight of the AWSP criterion.
- b. Building administrators on the focused evaluation will be evaluated on one of the eight AWSP criterion. Building administrators on the focused evaluation will mutually agree on the criterion with their evaluator.

(2) Evaluator notification

By September 1st, each building administrator will be notified in writing about the following things:

- a. The name of their evaluator
- b. The date of their goal setting conference, to be no later than October 30th, and
- c. The scope of their evaluation (focused or comprehensive).

(3) Fall Conference

At the fall conference, the building administrator will review AWSP criteria with their evaluator. Building administrators on the focused evaluation will select one of the eight state criteria in collaboration with their evaluator to guide their work. Building administrators on the comprehensive evaluation system will discuss each of the eight state criteria with their evaluator.

(4) Mid-Year Check-in

At the mid-point of the school year, building administrators will meet with their evaluator to review their progress during the 1st semester. This meeting will take place no later than February 25th.

(5) End of Year Conference

Building administrators and their evaluator will meet for an end of year conference. At this conference, the building administrator will discuss their performance as measured by the AWSP Leadership rubric.

Section 4.1.1

- (1) A building administrator shall be notified by their evaluator as soon as it becomes apparent that he/she is not performing satisfactorily on one or more criteria. No

building administrator shall receive a mark of “unsatisfactory” on an annual assessment unless he/she has received prior written notification of the deficiency and the steps necessary to show improvement.

- (2) The building administrator shall have at least four (4) weeks to demonstrate improvement. If in the judgment of the evaluator there has not been adequate improvement to meet the evaluative criteria after four (4) weeks, the evaluator may notify the building administrator that a plan of improvement is necessary.
- (3) The evaluator may determine that a formal plan of improvement of at least six (6) weeks is necessary when it becomes apparent that a building administrator has not demonstrated growth in the areas identified.
- (4) No building administrator shall receive a mark of “unsatisfactory” unless he/she is notified in writing by the evaluator within a reasonable time after it becomes apparent that he/she is not performing satisfactorily and may be placed on a plan of improvement. A meeting shall be held with the evaluator, the building administrator, a PAPA representative and an HR representative to discuss the deficiencies. At this meeting the evaluator shall give specific comments based on documented workplace observation(s) and/or other evidence as appropriate to the criterion to justify such ratings.
- (5) A written plan of improvement is the outcome of this meeting. The evaluator shall present the building administrator with the written plan which clearly describes areas of deficiency and outlines what the building administrator is expected to do in order to achieve satisfactory ratings.
- (6) An additional evaluator may be requested from the Superintendent for the year in which the plan of improvement is in effect.

Section 5: GRIEVANCE PROCESS

The purpose of these procedures is to provide a means for the orderly and expeditious adjustment of grievances of individual building administrators within the District.

Section 5.1 Definitions

- Grievance means a claim by a building administrator that an existing district policy has been breached and/or that there has been a violation of a provision of this Agreement.
- Grievant means a building administrator.

Section 5.2 General Conditions

Section 5.2.1. Time Limits

The adjustment of grievances shall be accomplished as rapidly as possible. To that end, the number of days within which each step is described to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances the time limits prescribed may be extended by mutual consent of the grievant and the person or persons by whom the grievance is being considered.

Section 5.3 Confidentiality

All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the

grievance-adjustment process or by any employee or administrator of the District. All documents, communications, and records dealing with grievances and their adjustment shall be filed separately from the grievant's personnel file. If the grievant so requests in writing, a record of the final adjustment of the grievance may be placed in the grievant's personnel file.

Section 5.4 Additional Participants

Both parties in the grievance adjustment procedure may call in other persons who could make a pertinent contribution to the acceptable adjustment of the grievance.

Section 5.5 Freedom From Reprisal

Individuals involved in grievance adjustment proceedings, whether as a grievant, a witness, or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal on account of their reasonable participation in the grievance process.

Section 5.6 Filing Period

A grievance must be filed within thirty calendar days of the occurrence of which the grievant complains.

Section 5.7 Procedures

Step 1 - Oral Discussion

The grievant shall first discuss the grievance with his or her immediate supervisor. Every effort shall be made to resolve the grievance at this level in an informal manner.

Step 2 - Grievance Reduced To Writing - Supervisory Level

If no settlement is reached in step 1, and the grievant considers the grievance to be valid, the grievant shall within seven (7) work days of the oral discussion, submit in writing to the immediate supervisor a statement of the grievance which will contain the following:

- The facts upon which the grievance is based.
- A reference to the district policy or provision of this Agreement alleged to have been breached.
- The remedy sought.
- The parties will have seven (7) work days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition and signing it. If the grievance is not resolved, the grievant may proceed to step 3 of the grievance procedure.

Step 3 - Superintendent Level

If no resolution has been reached in step 2 within the specified time limits and the grievant believes the grievance is valid, the grievance shall be submitted by the grievant within seven (7) work days to the superintendent or designee(s). After such submission, the superintendent or designee(s) and the grievant shall have twenty-one (21) work days to resolve the grievance by indicating on the statement of grievance the disposition and signing it.

Step 4 - Board Level

If no settlement has been reached in step 3 within the specified time limits, and the grievant believes the grievance to be valid, the grievant may request the grievance be referred to the board of directors. This request must be filed within seven (7) work days of the completion of step 3. The board of directors shall determine whether to review the grievance on the record or hear it with the grievant present. The review or hearing shall be held within thirty (30) calendar

days of the request. The board of directors shall render a final decision within thirty (30) calendar days of the review or hearing.

Section 6: WORK DAYS

Each year, the building administrator shall submit to his/her supervisor and the superintendent for approval a work year calendar. The calendar shall indicate each day to be worked during that contract year and each day where some form of leave is to be taken. If the building administrator wishes to deviate from the approved work year calendar for reasons other than paid sick leave, he/she must seek advance approval from his/her supervisor and submit a revised work year calendar for approval. In 2018-2019 and 2019-2020, each building administrator shall be allowed the opportunity to work remotely on up to fifteen (15) days of the contract year, provided that those days have been submitted and approved in advance on the work year calendar, a full day is worked, and the building administrator is able to report upon request to his/her building within no more than ninety (90) minutes.

Section 7: CONFORMITY TO LAW AND COMPLETE AGREEMENT

The parties confirm that 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 building administrator covered herein shall be found contrary to law by a court of competent jurisdiction, an Attorney General's Opinion, or an Auditor's Report, such provisions or application shall have effect only to the extent permitted by the determination, and all other provisions of the Agreement shall continue in force and effect.

The parties agree to use throughout the Agreement those same spellings, punctuation, grammar, references, titles, etc., to which they have agreed in the negotiations of this Agreement. Further, the parties agree to consider all other editorial changes at any time, as long as those changes do not alter the intent or scope of the Agreement.

This concludes negotiations for the 2018-2020 school years; however, the parties agree that this Agreement may be reopened and modified at any time during its term upon either (a) mutual consent of the parties in writing; (b) publication of a court decision that necessitates a change in the current terms or conditions of the Agreement; (c) new legislation that necessitates a change in the current terms or conditions of the Agreement; and/or (d) the conditions as set forth in Section 7, above, in which case the section or provision at issue shall be renegotiated.

Section 8: REOPENERS

The parties agree to reopen this Agreement by no later than March 15, for each year of the contract, for the limited purpose of negotiating up to two (2) issues to be identified by the District and up to two (2) issues to be identified by the Association. Any changes to the Agreement negotiated as a result of this limited reopener will be effective no earlier than July of the next contract year.

By their signature below, the parties attest that the above items constitute the full and complete Agreement between the Association and the District, as ratified by the Association and the Port Angeles School District Board of Directors.

In witness thereof:

FOR THE ASSOCIATION

Amity Butler 12/19/18
Name Date

FOR THE DISTRICT

M-R 12/14/2018
Name Date

| Appendix A 2018 - 2019 | | | | | |
|------------------------------------|----------------------------|---------------|---------------------------------|----------------------------|---------------|
| <i>Position Title</i> | <i>Step</i> | <i>SALARY</i> | <i>Position Title</i> | <i>Step</i> | <i>SALARY</i> |
| | 1 | \$119,722 | | 1 | \$104,094 |
| PRINCIPAL HIGH SCHOOL | 2 | \$123,001 | ASST PRINCIPAL HIGH SCHOOL | 2 | \$107,324 |
| | 3 | \$126,232 | | 3 | \$110,553 |
| | 4 | \$129,462 | | 4 | \$113,783 |
| | 5 | \$132,691 | | 5 | \$117,013 |
| | 1% per year up to 20 years | | | 1% per year up to 20 years | |
| <i>Position Title</i> | <i>Step</i> | <i>SALARY</i> | <i>Position Title</i> | <i>Step</i> | <i>SALARY</i> |
| | 1 | \$112,438 | | 1 | \$100,192 |
| PRINCIPAL MIDDLE SCHOOL | 2 | \$115,667 | ASST PRINCIPAL MIDDLE SCHOOL | 2 | \$103,421 |
| | 3 | \$118,897 | | 3 | \$106,650 |
| | 4 | \$122,127 | | 4 | \$109,881 |
| | 5 | \$125,356 | | 5 | \$113,110 |
| | 1% per year up to 20 years | | | 1% per year up to 20 years | |
| <i>Position Title</i> | <i>Step</i> | <i>SALARY</i> | <i>Position Title</i> | <i>Step</i> | <i>SALARY</i> |
| | 1 | \$102,748 | | 1 | \$89,291 |
| PRINCIPAL ELEMENTARY | 2 | \$105,978 | ASST PRINCIPAL ELEMENTARY | 2 | \$92,452 |
| | 3 | \$109,208 | | 3 | \$95,616 |
| | 4 | \$112,438 | | 4 | \$98,709 |
| | 5 | \$115,667 | | 5 | \$101,940 |
| | 1% per year up to 20 years | | | 1% per year up to 20 years | |
| <i>Position Title</i> | <i>Step</i> | <i>SALARY</i> | <i>Position Title</i> | <i>Step</i> | <i>SALARY</i> |
| | 1 | \$100,192 | | 1 | \$107,593 |
| PRINCIPAL ALTERNATIVE SCHOOL | 2 | \$103,421 | DIRECTOR CTE | 2 | \$110,822 |
| | 3 | \$106,651 | | 3 | \$113,915 |
| | 4 | \$109,881 | | 4 | \$117,282 |
| | 5 | \$113,110 | | 5 | \$120,512 |