

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**KELSO SCHOOL DISTRICT NO. 458**

**and**

**ASSOCIATION KELSO SCHOOL PRINCIPALS**

**2013 - 2016**

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**DURATION**

This agreement shall be effective as of July 1, 2013, and shall continue in effect until June 30, 2016. Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the contract expiration date of June 30, 2016. This Agreement shall expire at the expiration date unless it is extended for a specific period by mutual agreement of the parties.

**KELSO SCHOOL DISTRICT NO. 458**

**ASSOCIATION KELSO SCHOOL PRINCIPALS**

By \_\_\_\_\_

By \_\_\_\_\_

## **ARTICLE I**

### **SECTION A – PREAMBLE**

This agreement is entered into this 1st day of July, 2013, between the Kelso School District Board of Directors, hereinafter referred to as the "District," and the Association of Kelso Administrators, hereinafter referred to as the "Association."

"Administrators" as referred to herein shall mean all Administrators covered by this Agreement.

The intent of this agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, terms and conditions of employment for Administrators included in this bargaining unit. This agreement is intended to follow the guidelines set forth in the KEA CBA.

### **SECTION B - RECOGNITION**

The District recognizes the Association as the bargaining representative for all full-time and part-time principals, assistant principals and the CTE Administrator of the Kelso School District.

### **SECTION C - CONFORMITY TO LAW**

This agreement shall be governed and construed according to the Constitution and the laws of the State of Washington.

If any provision of this Agreement is held to be invalid by a court of jurisdiction or by any Public Employee Relations Commission decision, such provision shall become inoperative, but the remainder of the Agreement shall remain in full force and effect for the duration of this Agreement.

### **SECTION D – ADMINISTRATOR RIGHTS**

Rights shall be granted in accordance with RCW 28A.405.

Any complaint made against an Administrator by a parent, student or other person will be called to their attention. A good faith effort will be made to notify the Administrator within 24 hours; and no later than 48 hours. Exceptions will be in writing and agreed to by both the Association and the District.

*\*Complaints are designated as questions, statements, or criticisms that allege an Administrator has violated District policy, building policy or procedure, or State or federal statutes.*

## **ARTICLE II**

### **SECTION A - WORK HOURS**

An Administrator shall be expected to work those hours required to complete the responsibilities of the position. Assignments other than the duties required of the position shall be compensated at a per diem rate or by exchange time agreed to by the Administrator and the Superintendent prior to the assignment.

## **SECTION B - LENGTH OF YEAR**

The length of contract for Administrators covered by this agreement shall be as follows:

Elementary Principal	209 contract days
Middle School Principal	210 contract days
Middle School Assistant Principal	207 contract days
Senior High Principal	220 contract days
Senior High Assistant Principal	214 contract days
CTE Administrator	207 contract days

## **SECTION C - HOLIDAYS**

Holidays for Administrators shall be the same as those recognized for other certificated staff in the District.

## **SECTION D - CHANGE OF ASSIGNMENT**

1. Any Administrator transferred to a new assignment will be provided with the appropriate training and support required for transition to the new assignment.
2. Any change in assignment which results in a reduction of salary or benefits shall be subject to due process and will be preceded by a conference with the Superintendent.
3. Any Administrator desiring a transfer should schedule a meeting with the Superintendent to discuss the reasons for the request and the impact that granting such a request would have on the school(s) affected. The final decision on granting a transfer will be at the Superintendent's discretion.
4. Administrators may apply for other administrative positions within the District. Interviews will be granted to those who meet the criterion for the position and chosen by the screening committee to move to the next phase for an interview and/or by the discretion of the Superintendent.

## **SECTION E – WORK EXPERIENCE TRANSFER CREDIT FOR SALARY PLACEMENT**

When changing like positions (i.e. principal to principal) within the District, the Administrator will be placed on the salary schedule according to the number of years of accrued administrative experience. Out-of-state public school administrative experience shall be credited up to and including the highest step of the administrative salary schedule.\*

When changing non-like positions (i.e. assistant principal to principal) the Administrator will be credited work experience at a ratio of 2:1 (i.e. for every two years of assistant principal experience the Administrator shall receive credit for one year of experience on the principal salary schedule to a maximum placement on step three of the salary schedule.\*)

\*This applies to new hires, reassignments, transfers, etc.

## **SECTION F – INCREASED ENROLLMENT**

The District and the Association realize that increased student enrollment in a school can create increased responsibilities for the principal(s). The District and the Association will consider alternative methods for providing assistance to the building Administrator(s) when student enrollment increases occur.

If a school's student population exceeds one Administrator to every 500 FTE students (1:500), the Kelso School District will support the Administrator using one of the following options:

- Extended psychologist time
- Extended counselor time
- Extra administrative sub time (designee) to be used at the discretion of the building principal
- Extra office time (classified support)
- Dean of students
- Additional support to be agreed upon

If student population reaches a 1:600 FTE ratio, then an Administrator from a building where the Administrator to student ratio is considerably less than 1:500 FTE, may be partially re-assigned to assist in the building with the larger 1:600 FTE Administrator to student ratio. If an Administrator is not available, then additional support will be provided.

## **SECTION G – EXTENSIVE REMODELING**

In the case where a major building remodel occurs, the District and the Association understand the principal will have increased responsibility during the planning and construction process. The District and the Association agree that during a major remodel, the principal may discuss with the District alternatives to address the additional responsibilities. These may include additional days or additional personnel.

## **SECTION H - CONTRACT RENEWAL**

If the District does not issue notice prior to May 15, it is recognized that continued employment in an equivalent position will be offered to each Administrator as per Chapter 28A.405 RCW. Contract renewal, adverse effect and termination are subject to applicable state laws. In the event that the District reduces the number of Administrators, the affected Administrator(s) if employed as an Administrator before June 30, 2010 will be offered a position based on his/her experience and credits commensurate with what he/she would have made on the teachers' state salary schedule. Such notice would be communicated with the Administrator(s) by the Superintendent/Designee at the time reductions are being considered.

## **SECTION I - TERMINATION BY MUTUAL CONSENT**

With thirty (30) days prior notice and upon mutual written agreement by the District and the Administrator, the contract employment of the Administrator may be terminated without penalty or prejudice against either the District or the Administrator. In this event, the District shall pay to the Administrator all salaries due on a pro-rated basis.

## **ARTICLE III**

### **SECTION A - RESPONSIBILITIES**

Administrators shall be governed during employment by the policies, rules and regulations of the District. Each shall fulfill all the duties and responsibilities of their position as Administrator at a professional level of competence.

### **SECTION B - COMMUNICATION**

The President of the Association shall have the right to discuss with the Superintendent/Designee any situation or event involving the District and an Association member. Such discussion shall be limited to the welfare of the Association as possibly affected by an individual situation. Similarly, the Superintendent/Designee may discuss any situation or event involving the District and the Association with the President of the Association.

### **SECTION C - HOLD HARMLESS POLICY**

The District shall defend each Administrator who is employed by the District from claims for damages caused or alleged to have been caused in whole or in part by that Administrator while acting within the scope of their duties as an Administrator in the District. Provided, however, that the District shall not be obligated to assume any costs or judgments held against the Administrator when such damages are proved to be due to the Administrator's willful negligence, willful violation of law, or willful criminal act as determined by a court of jurisdiction.

## **ARTICLE IV**

### **SECTION A - ILLNESS/INJURY ("S" code)**

Each Administrator holding a regular full-time position shall accrue a total of twelve (12) days of sick leave per year with pay, for illness, injury, emergency leave, and personal business leave as provided to other certificated groups and in RCW 28A.400. Leave must be taken in ½ or full day increments. Unused leave under this provision shall accumulate.

Leave for illness means absence from duty because of illness, injury, pregnancy or childbirth which prevents the Administrator from working.

### **SECTION B - LEAVE OF ABSENCE FOR ILLNESS/INJURY**

Leave of absence for extended illness or injury may be granted by the District on application by the Administrator.

The Superintendent will require an Administrator who has requested leave for illness or injury to furnish a statement from their attending physician upon the sixth (6<sup>th</sup>) day of absence, including the physician's determination that he/she is capable of performing their normal duties.

An Administrator on an illness or injury leave of absence desiring to return to service at the start of the next school year shall notify the Superintendent in writing by May 1, stating their desire to return.

An Administrator on an illness or injury leave of absence shall retain all benefits accrued in the District prior to the leave.

Attendance incentive and sick leave cash-out will be allowed as provided in RCW 28A.400.

### **SECTION C - FAMILY ILLNESS ("X" code – Non-Deducted)**

Upon request, leave may be granted when necessary for serious illness in the immediate family for up to five (5) days in any one (1) year. Immediate family shall be understood to include any dependent member of the household, spouse, domestic partner\*, children, siblings and parents.

Washington Family Care Law, enacted in January 2003, allows for staff members to utilize leave for ill in-laws defined as: father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepmother-in-law, stepfather-in-law, stepbrother-in-law, and stepsister-in-law.

\*Register with Kelso School District by completion of affidavit.

### **SECTION D - FAMILY ILLNESS ("F1" code – Deducted)**

Compensated leave may be applied to an absence caused by illness or injury of an Administrator's immediate family, which shall be understood to include any dependent member of the household, spouse, domestic partner\*, children, siblings and parents.

\*Register with Kelso School District by completion of affidavit.

### **SECTION E – MATERNITY/ADOPTION LEAVE ("M" code)**

The Administrator shall make a request, in writing, for a maternity/adoption leave to the District at least ten (10) working days prior to the starting date of the leave, if possible.

The maternity/adoption leave may extend up to six (6) calendar weeks beyond the birth/adoption of a pre-first grade child. In the case of adoption leave, such leave would begin the day prior to the day the child is received and may extend for a six (6) week period.

### **SECTION F - INDUSTRIAL ACCIDENT LEAVE ("A" code)**

The intent of this section is to enable the Administrator to draw full pay, but not more than full pay, during an absence due to injuries resulting from employment.

1. The Administrator shall file an application for workers' compensation in accordance with state law and school district regulations for any absence from work due to injuries resulting from employment.
2. An Administrator may elect to receive only time loss compensation. They may request in writing at any time that sick leave not be used in order to make total leave pay equal to regular pay. Once this request is implemented, the decision cannot be changed. Sick leave used for this purpose cannot be "bought back" except for the time period from date of injury to the date of the final determination of the status of the injury by the Department of Labor and Industries.



3. Should an Administrator elect to receive both time loss compensation and paid sick leave, the District shall pay the difference between the time loss compensation and their regular salary, charging the actual amount to the Administrator's accrued sick leave.
4. Until eligibility for workers' compensation is determined by the Department of Labor and Industries, the District shall pay full sick leave, if available and requested, provided that the Administrator return any subsequent overpayment to the District. Once the Administrator is determined eligible for compensation by the Department of Labor and Industries, and any overpayment is returned, sick leave will be returned to the Administrator's sick leave bank on a prorated basis.
5. Should an Administrator's claim for time loss compensation be denied, sick leave may be used for the absence, if available.
6. While on workers' compensation, sick leave and other benefits shall continue to accrue for a period of twelve (12) calendar months from the date of injury and medical and dental insurance shall continue to be paid until sick leave is exhausted, if sick leave is being utilized, or for six (6) months from the date of injury, if sick leave is not being utilized.
7. Administrators shall remain on leave status while on temporary disability as defined by the Department of Labor and Industries.

#### **SECTION G – BEREAVEMENT (“B” Code)**

Administrators shall be allowed five (5) days leave without loss of pay for each death in the immediate family of the Administrator, or the Administrator's spouse or domestic partner\*. Immediate family shall include spouse, mother, father, daughter, son or siblings; stepmother, stepfather, stepchild, stepbrother and stepsister.

A maximum of five (5) days (three (3) days leave “not deducted” and two (2) days “deducted”), may be allowed with approval of the Superintendent at the time of death of any of the following family members: father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepmother-in-law, stepfather-in-law, stepbrother-in-law, stepsister-in-law, uncle, aunt, nephew, niece, grandfather, grandmother, grandchild of the Administrator, or the Administrator's spouse or domestic partner\*.

#### **SECTION H - COURT APPEARANCES/JURY DUTY (“J” code)**

In the event an Administrator is summoned to serve as a juror, or is named as a co-defendant with the District, or receives a subpoena as a result of employment with the District, such Administrator shall receive a normal day's pay for each day of required presence, less payroll deduction of ten dollars (\$10.00) or the current rate per day for jury service in the county, or forty dollars (\$40.00) or the current rate per day, for jury service in federal court. Any compensation received for such service shall be kept by the Administrator. In the event that an Administrator is released from jury duty prior to the conclusion of their normal daily work hours, the Administrator will be expected to return to their school for the remainder of the day.

## **SECTION I - CIVIC RESPONSIBILITIES**

Compensated leave of absence for participation in civic responsibilities must have the prior approval of the Superintendent/Designee.

## **SECTION J - COMPENSATORY LEAVE**

Compensatory leave may be granted for non-school related matters with the mutual agreement of the Administrator and the Superintendent.

## **SECTION K - EDUCATIONAL LEAVES**

### 1. Educational Leave

Educational leave may be granted at the discretion of the District to an Administrator for study, training or other reasons of demonstrable value to the District.

### 2. Sabbatical Leave

Any Administrator credited with five (5) or more years of continuous service in the Kelso School District as an Administrator may be eligible for sabbatical leave for advanced study or other approved cause, subject to the following provisions:

- a. Written application for sabbatical leave must be given to the Superintendent on or before March 15 of the school year preceding the requested leave.
- b. Requests for sabbatical leave will be reviewed by the District to determine the value of such leave to the District. The decision of the District is final. The District retains the absolute right to refuse to grant sabbatical leave to any Administrator in the bargaining unit. No Administrator will be granted a sabbatical leave unless the District determines that a satisfactory replacement is available.
- c. Administrators granted sabbatical leave may return to a comparable position for which they are qualified in the District, provided notice of their desire to return to active service is given to the District on or before March 15 of the year of the absence.
- d. Sabbatical leave pay shall be half of the base salary that the Administrator would have received had they worked, payable in twelve (12) equal installments; provided that the Administrator complete two (2) full years satisfactory service in the District following the leave. If the two (2) full years of satisfactory service are not completed, the sabbatical pay must be repaid to the District in full.
- e. Administrators on sabbatical leave are eligible to receive half of the medical and dental insurance contribution provided by the state.
- f. Administrators shall retain all accumulated leave while on sabbatical. However, no additional leave shall be accumulated during the leave.

## **ARTICLE V**

### **SECTION A - ADDITIONAL BENEFITS**

Administrators shall receive the benefits afforded to the bargaining group for teachers in the District including, but not limited to, the attendance incentive, TRI hours and twenty-five year projects, etc., receiving the same number of hours yearly as given to teachers and approved by the Superintendent or their designee.

### **SECTION B - ADDITIONAL COMPENSATION**

Additional compensation shall be granted to Administrators in accordance with the following:

1. TRI Hour(s) at per diem rate, as referenced in Article V – Section A and G. Extended time is that time in excess of the base contract that has been so contracted and designated by the District as part of the basic contract. Extended time shall be paid at the rate of 1/(base contract number of days) of the Administrator's per diem per day.
2. One-half day per diem rate will be paid to each Administrator for overnight student supervision, not to exceed five (5) half-days.
3. District-wide program responsibilities beyond scope of regular assignment at a rate not to exceed \$1,500 per year unless the Administrator to student ratio is considerably less than 1:500. Otherwise, the Superintendent and the Administrator may jointly agree to a supplementary assignment and its amount of additional compensation.
4. Special short-term project responsibilities outside regular work year and/or beyond scope of regular assignment will be paid at the Administrator's current per diem rate per hour, including preparation time. This will include District-level committee work that takes place after 4:30 p.m. Eligibility for such additional compensation shall be determined by the pre-approval of the Superintendent.
5. Review salary comparisons annually. The District and Association will review salary comparisons in the spring of each year. These comparisons will be made based on District FTE; using the 10 schools above and below Kelso.

Any increase to the salary schedule must be in line with keeping Kelso within the middle of the middle 1/3 of comparable like sized Districts.

### **SECTION C - PROFESSIONAL DUES**

The District shall provide each eligible Administrator membership dues to the Association of Washington School Principals (AWSP) and its national affiliate, and Washington State Association for Supervision and Curriculum Development (WSASCD) and its national affiliate.

### **SECTION D – PROFESSIONAL GROWTH**

1. Attendance at National/Regional Conferences
  - a. Each year one elementary and one secondary principal will travel to a national/regional conference or workshop; expenses incurred by those two (2)

participating Administrator(s) attending a national/regional convention shall be reimbursed by the District in accordance with Board Policy 6213.

2. Each principal/assistant principal will have \$1,500 each year to be used by the principal/assistant principal in support of professional growth opportunities. Each principal/assistant principal may carry over dollars to the following school year. This amount may not exceed \$3,000 available in any school year. The dollars are to be used to attend classes, tuition reimbursement, workshops, conferences, etc., buy books, subscribe to magazine(s), pay for memberships beyond what the District pays, or in other words, Administrator's professional growth. These dollars may also be used to purchase items from the District's designated pick list regarding technology. These dollars are not meant to be used to purchase non-essential items. Prior approval by the Superintendent/Designee is needed to purchase items other than computer equipment. Any and all items purchased shall be the property of the District and shall remain in the location for which it was purchased.

### **SECTION E - REQUIRED EDUCATION AND/OR TRAINING**

The District shall pay the costs for tuition, books, lodging, meals and travel incurred by any Administrator for education and/or training as approved by the Superintendent prior to the encumbrance of any expense.

### **SECTION F - MEDICAL/DENTAL INSURANCE**

Beginning September 1, 2009, the District will pass through the total amount of funds received from the state in the form of medical and dental benefits to the Administrators. The District will pay the full HCA provided that the amount does not exceed 10% increase from the previous year. Any HCA increase over 10% will be the responsibility of each Administrator.

The same dependent or Administrator cannot be covered by two (2) medical plans paid for by the District.

Half-time or more but less than full-time Administrators may receive one-half of the amounts paid to a full-time Administrator.

### **SECTION G - LEGISLATIVE INCREASE**

Should any changes in the limitations imposed by the Legislature occur, by any method whatsoever, the salaries and benefits contained in this Agreement will be automatically reopened for negotiation.

The salaries, insurance and any other benefits contained in the provisions of this Agreement are entered into subject to the limitations imposed by the Legislature and the Appropriations Act in effect when the same are payable.

If any provision of this Agreement causes the District to be out of state compliance with applicable law in effect when the compensation is payable, then the parties agree that the District will immediately make adjustments to bring the District into compliance with the above pertinent legislation.

The Administrators will have at least the same salary increase that the Legislature provides the teachers' bargaining unit.