



**Collective Bargaining
Agreement**

**Chimacum School District
and
Chimacum Principals Association
2022-23**

CHIMACUM SCHOOL DISTRICT
CHIMACUM PRINCIPALS ASSOCIATION (CPA)
July 1, 2022– June 30, 2023

PREAMBLE

This agreement is made and entered into between the Board of Directors on behalf of the Chimacum School District No. 49 hereinafter called the "District" or "Board" and the Chimacum Principals Association hereinafter called the "CPA".

The terms of this working agreement are as follows:

I. RECOGNITION

Chimacum School District recognizes the Chimacum Principals Association as the exclusive representative of all principals, assistant principals, and special education director.

II. ADMINISTRATIVE TEAM

The most effective way to operate and supervise a dynamic, changing school district is through close cooperation between the school board, the Superintendent and the administrative team. Each member of the team has the responsibility of working with the team to find the best way to meet the needs of our students and schools.

Each individual has the responsibility for being loyal to the district, to each member of the team, and to our common cause: a quality education for every child.

The administrative team must work together in an atmosphere of mutual cooperation and support, which encourages shared decision making and consensus building. We realize there will not always be total agreement regarding decisions, but we are committed to dealing with disagreements in a professional manner, which does not damage the functioning or integrity of the administrative team.

We are accountable to the public for the decisions we make and for the quality of our work.

As administrative team members, we need the following assurances:

- a. All CPA members are part of the District leadership team and shall be involved in major decisions impacting education in their building and/or department. Representatives from CPA shall be part of developing the collective bargaining process with unions representing employees in the district and shall have input into development of budgets. Administrators shall be part of developing district, building and/or departmental budgets.
- b. In order to maintain a positive and productive emphasis on student learning, there will be a fair and equitable allocation of district resources to all buildings and departments. The administrators will share the responsibility to allocate those resources to meet building level and department level needs.

- c. The Board and the Superintendent will promptly refer all criticism, complaints and suggestions called to their attention to the administrator for study, recommendation and/or corrective action. (SBP: 5270)

IV. NONDISCRIMINATION RIGHTS

Neither the District nor the Association shall discriminate with respect to an employee's age, sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal political activity or lack thereof, or the presence of any sensory, mental or physical handicap unless based upon a bona-fide occupational qualification, provided that the prohibition against discrimination because of such handicap shall not apply if the particular disability prevents the proper employment performance of the particular employee involved.

VI. PROFESSIONAL MEMBERSHIP

The District will pay for two memberships; one in AWSP/NASSP or AWSP/NAESP and one other professional association the member chooses. Memberships will not come out of building budgets.

VII. MILEAGE

Administrative travel will be reimbursed per District Policy. When attending required district level functions, mileage will be paid by the district without a deduction to building budgets.

VIII. LEAVES

a) Sick Leave

CPA members are provided twelve (12) days sick leave with compensation for illness or injury.

The principal shall be eligible for the attendance incentive program in accordance with WAC 392-136.

b) Holidays

The principal shall take the normal legal holidays granted to public employees in the State of Washington, and they shall not be included as days of service.

c) Personal Leave

During the school year five (5) days personal leave shall be provided for attending to personal or business matters that cannot reasonably be accomplished at times other than during the workday.

Personal leave must be used in half or full-day increments.

Unused personal leave may be accumulated up to a total of five (5) days. Not more than five (5) days can be used in one school year. In the event a member accumulates more than five (5) days of personal leave, excess days will be converted to sick leave at the end of the school year.

d) Bereavement Leave

Bereavement Leave will be granted as outlined in SBP 5403.

e) Sick Leave Sharing

The District is required to follow RCW 28A.400.380, RCW 41.04.650 through .655 and the relevant regulations of Chapter 392-126 WAC.

Sick leave sharing is implemented through School Board Policy 5406 and related procedures located on the district's website. In addition, copies may be obtained from the district office.

f) Family and Medical Leave Act (FMLA) and Paid Family Medical Leave Act (PFMLA)

(Refer to School Board Policy 5404: Family Leave for additional information.)

g) PAID MEDICAL FAMILY LEAVE

Paid Medical Family Leave (PMFL) is a required Washington State Program administered by the Washington Employment Security Department.

Starting on January 1, 2019, a total premium of 0.4 percent up to the social security cap will be assessed to each employee. The employee is responsible for up to 63% of the premium.

Benefits start January 1, 2020, as defined by Washington Employment Security Department.

h) Long Term Care Act

Starting July 1, 2023, Chimacum School District will deduct from employee wages the required premium of fifty-eight hundredths of one percent of the individual's wages as required by the law and administered by Washington State employment security department.

IX. SALARY

Administrative salaries shall be reviewed in the Spring 2023 for the CPA salary schedule using agreed upon comparables with the most current data available with a comparison survey model of similar size districts in Western Washington.

X. PROFESSIONAL DEVELOPMENT

The District will allocate \$1,250 to each administrator for professional development. Professional development funds will carry over for two years.

XI. HEALTH INSURANCE

School Districts are required to provide Medical Insurance coverage to employees through Washington State Health Care Authority (HCA), School Employee Benefit Board (SEBB) starting January 1, 2020.

District and employees will comply with the SEBB requirements as set out in state law and HCA rules and regulations, these include but are not limited to the following:

- Eligible employees for medical coverage as defined by HCA.

- Plan offerings, premiums rates and employee contributions are all determined by HCA.

District payments for employer contribution are determined by HCA.

XII. LEGAL AND LIABILITY COVERAGE

The district shall provide for the liability and legal defense coverage of administrators in cases brought against them while in the performance of their responsibilities, as stipulated in the district's general liability umbrella policy. WSRMP says employees are covered, while performing their duties, under the district's agreement (front page).

XIII. LENGTH OF CONTRACT

The contracted workdays for all administrators will be 215 days per year for all administrators.

XIV. PER DIEM DAYS

Administrators may be paid up to five (5) per diem days for time worked outside the normal contract. These extra days will be paid upon prior approval of the Superintendent.

XV. TRANSFERS

Transfers will be determined by following RCW 28A.405.230.

XVI. WORKING AGREEMENT DISCUSSIONS

Potential violations of this agreement shall be discussed and resolved with the superintendent and two administrators. When a suspected violation is recognized, a mutually agreeable meeting time shall be established within 5 days. Minutes shall be taken to document decisions and resolutions. Copies of the minutes shall be given to all parties involved.

XVII. TEACHER PROBATION ASSISTANCE

Any administrator who places a teacher on probation shall be provided the resources to sufficiently carry out the probation plan with the teacher.

XVIII. PRINCIPAL EVALUATION PROCESS

We believe the purpose of principal evaluation is to strengthen principal knowledge and skill in order to improve teaching and learning.

We believe the process should be transparent, collaborative, growth-based and strengths-based.

We believe the process should be formative, with multiple opportunities for discussion, reflection, and feedback during the year.

We believe the principal evaluation process is an important part of a district evaluation system and should align with other group processes while also taking into consideration the unique aspects of the principalship.

Step 1: Principal Self-Assessment

The purpose of this step is for the principal to analyze and assess his/her own practice connected to standards, data, and self-reflection.

On or before September 1, each principal will complete a self-assessment process utilizing the AWSP Leadership Framework. The CEL 4D Leadership Framework is an additional tool available to support this process. The principal shall reflect on the results of the self-assessment to identify areas of strength and growth.

The principal may choose to conduct the self-assessment alone or in collaboration with peers or supervisor.

Step 2: Identify an Area of Focus

The purpose of this step is to identify and plan for the principal's goal areas and professional development for the year.

On or before October 1, each principal, in collaboration with his/her supervisor, will identify area(s) of focus for the school year. The process should be principal-led with support from the supervisor. For principals on comprehensive evaluation, having 2-3 areas of focus is appropriate. For principals on focused evaluation, choosing 1-2 areas of focus is appropriate.

The focus area(s) shall connect to the following:

- Identified criteria on the AWSP Leadership Framework
- District Strategic Plan
- School Improvement Plan
- Building specific leadership skills and/or knowledge
- Supporting teacher practice
- Improving student learning

The principal and supervisor will agree upon goals, action steps, timeline, and expected outcomes. The principal and supervisor will also discuss the collection of evidence and plan for what the principal will provide and what the supervisor will provide.

Step 3: Implementation and Support

The purpose of this step is the core work the principal does during the school year as well as the support and feedback to be provided by the supervisor.

This step will embody the work the principal does toward achievement of annual goals. It also includes support from the supervisor, which may include:

- Training, professional development
- Regular reflective conversations regarding focus area(s)
- Observations
- Periodic review of evidence (recommend at least three times per year)

The supervisor will provide necessary support for agreed upon activities, which may include:

- Budget allocation for professional development activities as per negotiated agreement
- Regular coaching and reflective conversations prior to review of evidence
- Specific, timely, formative feedback to the principal during the implementation phase.
- At least three times per year, the principal and supervisor will meet for the purpose of discussing goals, criteria, progress, and evidence.

Step 4: Analyze Impact

On or before June 1, the principal and his/her supervisor will meet for the purpose of reviewing the area(s) of focus, data and evidence collected by both parties, and to reflect of the principal's practice that year. Principals are encouraged to complete a second self-reflection prior to this meeting to connect with the framework and his/her practice.

Both parties shall have an opportunity to share perspectives, evidence, and to reflect on the successes and challenges from the year. The principal and supervisor may identify long-term growth/professional development goals and/or the area of focus for the upcoming year, though this is not required.

At this conference, the principal should be prepared to share evidence on student growth measures from the leadership framework.

Step 5: Draft Evaluation

Following the meeting above, the supervisor will draft an evaluation for the principal. If the principal and supervisor have identified professional goals and/or future areas of focus, these may be included in the comments on the evaluation.

The supervisor shall provide individual indicator scores based on the following guidelines:

Indicators connected to an individual's area of focus should be evaluated based on growth, meaning, where did the principal's practice fall at the end of the school year.

- Indicators connected to the building and district focus should be scored based on growth.
- Indicators not directly connected to an individual, building, or district focus should be scored based on preponderance of evidence.

The supervisor shall consider growth and preponderance of evidence of the indicator scores to determine criterion scores.

If the principal does not agree with the evaluation, he/she is encouraged to schedule an appointment with his/her supervisor for the purpose of resolving the differences. The principal may bring a 3rd party to observe the conversation.

The principal can attach comments and evidence to his/her evaluation.

XX. DURATION AND OPENERS

This Agreement shall be in effect from July 1, 2022, and shall remain in full force and effect until June 30, 2023


This agreement shall be reopened at any time to negotiate:

- Changes in funding allocation
- Any other provisions of this Agreement mutually agreeable to the parties

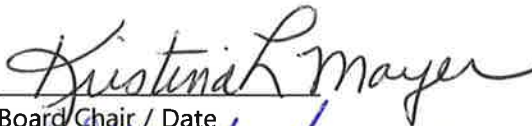

The parties agree they are committed to establishing an interest based bargaining relationship.

The district agrees to offer a cell phone option to CPA members in August 2022 with the intent that all administrators agree to the plan. It would be a commitment for the initial contract length of time, usually two years.

FOR THE ASSOCIATION

 6-30-22
CPA President / Date

FOR THE SCHOOL DISTRICT


Board Chair / Date
 6/30/22
Superintendent / Date

Appendix A – Grievance Procedure
Appendix B – Salary Schedule

APPENDIX A – GRIEVANCE PROCEDURE

The purpose of this article is to provide for a mutually acceptable method for prompt and equitable settlement of employee grievances. It shall not, however, be construed to prohibit an employee and supervisor from informally attempting to resolve differences regarding the interpretation of this Agreement or any other differences without resorting to formal grievance. Potential grievances should try to be solved at the monthly maintenance meeting as a first step.

Definitions: A grievance is a claim by an employee and/or the Association that the express terms of this Agreement have been violated by the District.

Procedure: An employee may institute a grievance on his/her own and may request the assistance of the Association. The proper procedure for pursuing adjudication of alleged grievances is as follows:

Step One

Within twenty (20) calendar days of the time a grievance arises or the time when the grievant should reasonably have had first knowledge of its occurrence, the grievant will commit the grievance to writing (see Appendix A) and deliver to the superintendent.

The written statement should include:

1. the nature of the grievance;
2. the section(s) that have allegedly been misinterpreted or misapplied; and
3. the recommended solution to the grievance.

Within fourteen (14) calendar days after receipt of the written grievance, the superintendent shall communicate his/her written response to the grievance and the Association, if the grievant has requested the assistance of the Association.

Step Two

If the grievant is not satisfied with the resolution of Step One, he/she may, within fourteen (14) calendar days after receipt of the written response in Step One, submit the grievance to the Board Chair and the Superintendent.

Within fourteen (14) calendar days after receipt of the grievance, the Superintendent, Board Chair or his/her designee shall communicate a written response to the grievant and the Association if the grievant has requested assistance of the Association.

Step Three

If the grievance is not satisfactorily resolved at Step Two the grievant or the Association may, within fourteen (14) calendar days after receipt of the written response of the Superintendent/Board Chair, submit the grievance to the Board of Directors which shall hear the grievance at its next regular meeting, in executive session if requested by the grievant, and within seven (7) days thereafter communicate a written response to the grievant or the Association.

Step Four

If the grievance is not satisfactorily resolved at Step Three, the grievant or the Association may, within fourteen (14) calendar days after receipt of the written response from Step Three, submit the grievance to

the American Arbitration Association for arbitration under their voluntary labor arbitration rules and within the following guidelines:

1. The arbitrator shall limit his/her decision strictly to disputes involving the application or interpretation of the express terms of this agreement.
2. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this agreement. Neither shall the arbitrator have any power or authority to make a decision which requires the commission of an act prohibited by law.
3. The arbitrator's decision shall be final and binding on the Union, the employee(s) involved and the District.
4. The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of the witnesses called by the other.

Time Limits

The number of days within each step is the maximum and every effort shall be made to expedite the process. Failure on the part of the District to act within the time limits will move the grievance to the next step automatically. Failure of the grievant or the Association to comply with any time limits specified in this procedure shall constitute withdrawal of the grievance. The District and the Association may mutually agree in writing to extend the time limits at any one of the steps.

APPENDIX B – SALARY SCHEDULE

CPA Salary Schedule									
July 1, 2022 - June 30, 2023									
		Days	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Secondary Principal Jr/Sr High School	Cert	215	124,800	126,106	127,414	128,720	130,042	131,343	132,656
Special Ed Dir	Cert	215	117,273	117,724	119,062	120,400	121,948	123,167	124,399
Elementary Principal K-6	Cert	215	117,273	117,724	119,062	120,400	121,948	123,167	124,399
		Per Diem Days							
Secondary Principal Jr/Sr High School		5	2,902	2,933	2,963	2,993	3,024	3,054	3,085
Special Ed Dir		5	2,727	2,738	2,769	2,800	2,836	2,864	2,893
Elementary Principal K-6		5	2,727	2,738	2,769	2,800	2,836	2,864	2,893
Total									
Secondary Principal Jr/Sr High School	Cert	220	127,702	129,039	130,377	131,713	133,066	134,397	135,741
Special Ed Dir	Cert	220	120,000	120,462	121,831	123,200	124,784	126,031	127,292
Elementary Principal K-6	Cert	220	120,000	120,462	121,831	123,200	124,784	126,031	127,292