



*Yakima*  
SCHOOL DISTRICT

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# **Collective Bargaining Agreement**

**The Yakima Principals Association  
and  
Yakima School District #7**

**July 1, 2023 - June 30, 2026**

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**COLLECTIVE BARGAINING AGREEMENT**  
**By and Between**  
**The Yakima School District #7**  
**And the Yakima Principals Association**

This Collective Bargaining Agreement, hereinafter referred to as the "Agreement," is by and between the Yakima School District No. 7, hereinafter referred to as the "District," and the Yakima Principals Association, hereinafter referred to as the "Association," acting on behalf of the employees of the bargaining unit defined in Section 1.1.

**ARTICLE I: RECOGNITION, DEFINITIONS,  
AND TERM OF AGREEMENT**

**1.1 Recognition**

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

- High School Principal
- Middle School Principal
- Elementary School & Early Learning Principal
- Alternative High School Principal
- Alternative High School Assistant Principal
- YV Tech Principal
- High School Assistant Principal
- Middle School Assistant Principal & YV Tech Assistant Principal
- Elementary School & Early Learning Assistant Principal
- Principal of Satellite Programs

**1.2 Definitions**

- A. ***District*** shall mean the Yakima School District No.7, County of Yakima, State of Washington.
- B. ***Association*** shall mean the Yakima Principals Association (YPA).
- C. ***Building Administrator***, also referred to herein as Administrator, shall refer to all building-based principals and assistant principals.

- D. **Parties** shall mean the District and the Association as co-signers of the Agreement.
- E. **Agreement** shall mean the Collective Bargaining Agreement signed by the parties.
- F. **Employee** shall mean a member of the bargaining unit.
- G. **Day** shall mean business day except holidays.
- H. **Superintendent** shall mean the chief administrator of the District.

### **1.3 Term of Agreement**

The term of this Agreement shall be for three years commencing on July 1, 2023 and terminating at midnight on June 30, 2026.

## **ARTICLE II: COMPENSATION**

### **2.1 Annual Salary**

The annual salary for building administrators shall be as shown in the attached salary schedule (Appendix A).

- Year 1: Market-Adjusted salary schedule
- Year 2: IPD
- Year 3: IPD or 1%, whichever is higher

#### **2.1.1 Salary Level & Step**

Building administrators shall be placed on the appropriate level and step on the salary schedule as recommended by the Assistant Superintendent for Human Resources and approved by the Superintendent.

Newly hired administrators, without previous administrative experience, shall be placed on step 1. When administrators are hired into the Yakima School District from any school district, the years of experience shall be credited as principal to principal and assistant principal to assistant principal.

When the administrator is selected to move in district from an assistant principal to principal, the move shall not result in negative financial impact to the administrator.

When the employee voluntarily moves from one administrative position to a lower paid administrative position, the employee's experience will reflect the years of experience on the new salary step/placement. This may result in a loss of pay.

When the employee is involuntarily moved from one administrative position to a lower paid administrative position, the employee's salary shall be frozen until such time the salary of the position the employee moves to catches up to the current salary.

### **2.1.2 Step Advancement**

Building administrators shall be eligible for annual experience increments not to exceed the highest step on the Salary Schedule as reflected on Appendix A.

### **2.1.3 Cost-of-Living Adjustments**

All state-approved Implicit Price Deflator (IPD) will be passed through and applied to the base salary (applied to each level and step of salary).

### **2.1.4 Salary Freeze**

If an approved salary schedule results in a decrease to a YPA member's salary, the YPA member's salary will remain frozen at their current rate of pay until such time that the YPA member's salary on the schedule exceeds the YPA member's frozen rate of pay.

## **2.2 Per Diem Rate of Pay**

"Actual per diem rate" is determined by dividing the 217 day building administrator's salary schedule placement by 217 days.

## **2.3 Vacation Cash Out**

Each building administrator may request, on an annual basis, compensation for up to five (5) days of unused vacation based on the June 30 accumulations. These days will be paid at the actual per diem rate.

### **2.3.1 Payment**

Payment will be made on the July pay warrant, consistent with the District payroll cutoff dates and provided that building administrator records do not otherwise indicate ineligibility (based on the administrator's actual attendance and vacation leave balance.)

### **2.3.2 Separation of Employment/Retirement**

Upon separation of employment, building administrators under TRS Plan I are eligible to receive compensation for accumulated vacation in an amount not to exceed thirty (30) days, or such lesser amount as may be necessary so that the District avoids any financial penalty or other legal constraint. All other building administrators will receive their accumulated vacation by warrant on the next scheduled pay date after their final pay warrant. In either case, the unused vacation will be paid at the actual per diem rate of pay. Upon retirement, the vacation cash out will be paid out on the last pay warrant to the employee.

### **2.4 Cell Phone Stipend**

YPA members shall receive \$1,200 per fiscal year (\$100 per month) for cell phone expenses.

### **2.5 Additional Work Responsibility Compensation**

#### **a. Assistant Principal Step-Up Pay**

Assistant principals are eligible for additional compensation for performing the duties of the principal when the principal is absent on leave for an extended period. Due to the increase in scope and responsibility and assuming the responsibilities for a position in a higher pay classification, assistant principals shall be placed on the principal salary schedule when appointed interim principal by the Superintendent or his/her designee while on an approved leave of absence for three or more weeks during the school year. The increase in pay shall be prorated for the duration of the assignment.

In the case that there is more than one assistant principal in the building, one of the assistant principals will be designated by the Superintendent or his/her/their designee to step up. The Assistant Principal who is appointed shall be placed on the lowest level of the principal salary schedule which ensures a minimum of a 5% salary increase from what the Assistant Principal is currently making.

#### **b. Collective Bargaining**

The district recognizes the significant contribution YPA members make as participants in non YPA contract negotiations. Participation on each of the bargaining teams may be expected. A two thousand five-hundred-dollar (\$2500) stipend will be paid to administrators who serve on the district's negotiation teams during an open contract year.

## **2.6 Summer School**

Supplemental contracts shall be drawn up for summer school days.

## **2.7 Intersession**

The building principal will determine the administrative schedule for intersession supervision.

## **2.8 Professional Stipends**

A stipend of one thousand five hundred dollars (\$1,500) shall be paid annually for any administrator who has earned a doctorate degree.

# **ARTICLE III: ANNUAL EMPLOYMENT CONTRACTS**

## **3.1 Individual Contracts and Conditions of Employment**

A building administrator's contract shall be for 217 days, commencing on July 1 and ending on June 30 of each year. Conditions and contracts of employment, including transfer of administrator to subordinate certificated position shall be administered consistent with RCW 28A.405.230.

Regarding notice of transfers, the notice from the Superintendent, Deputy, Associate, and/or Assistant Superintendent to the principal and/or assistant principal should be done in person. The parties acknowledge that this in person notification is the preferred method but may not be possible every time. The principal/assistant principal may request a written documentation as to why the transfer is taking place along with the date the transfer shall take place. The request for written verification shall be in writing to the individual who conducted the meeting and issued the notice of transfer. The district shall have five business days to respond in writing to the principal/assistant principal regarding said transfer.

When administrators are transferred to positions of equal status, notice of transfer, including rationale, shall generally be given to the administrator by May 15; the parties acknowledge that circumstances may arise which will render notice by May 15 impossible but timely notice in light of circumstances is expected. Building administrators will have a minimum of 48 hours notice from the time of the verbal notification before the announcement of the transfer is made internally/publicly. If a principal is involuntarily transferred to another position, they may request to meet with

the superintendent within 24 hours of their notification from the time of the verbal notification of transfer. If such a request is made, the district will not make a district-wide announcement of the principal's transfer until after the principal has met with the superintendent.

### 3.2 Work Year

The length of the work year shall be 260 days as outlined below:

<b>Work Year Defined</b>	<b>Days</b>
Scheduled Workdays	217
Non-workdays: Typical years will be 5, but on occasion its 6	as determined by the number of days in the calendar
Vacation Days:	25
Holidays:	13
Total Days:	<b>260</b>
<b>In addition to the base work year defined above, Administrators are also compensated for the following days off:</b>	
Personal Leave Days:	2
Other Leave Days: See Article IV	Per contract

### 3.3 Workdays

Building administrators are salaried employees and frequently work outside of regular hours when necessary. It is the administrators' priority to be present in the buildings during the 180 school workdays. Administrators are present for supervision of school and District-related events/activities. However, when there are not any District events/activities that require their presence, administrators can expect to leave at a reasonable time after the conclusion of the regular workday. For the purpose of leave use calculation, an eight (8) hour day is utilized. It is acknowledged that there may be instances where administrators may need to leave the building during the workday.

Building administrators shall work or use vacation leave, non-workdays and/or other applicable leave, as eligible and defined in District procedure/bulletins/memos.

During the school year on days when students and certificated staff are not scheduled to be present, an administrator may, upon notification and approval by the Assistant Superintendent of Teaching and Learning or his/her/their designee, work at a site other than the school building provided the administrator can be contacted by the



District. Workdays include program release days when the administrator is traveling to and/or attending training/professional development/leadership academy.

### **3.4 Holidays**

The following thirteen (13) holidays shall be given without loss of pay to building administrators:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day (Fourth of July)
- Labor Day
- Veteran's Day
- Thanksgiving and the day after
- Christmas Eve Day and Christmas Day
- New Year's Eve Day

When holidays land on the weekend, an alternate work day closest to the holiday, will be provided as the holiday.

### **3.5 Vacation**

On July 1 of each year, building administrators shall be granted twenty-five (25) vacation days per year. No more than fifteen (15) days per contract year, to a maximum balance of thirty days (30) days as of the last contracted workday may be carried over to the following contract year. Vacation days will be prorated for building administrators hired after July 1<sup>st</sup>. The expectation is that vacation days will normally be taken on non-student attendance days. Assistant Principals who request to take vacation time during student school days require prior approval from the building principal. Prior to a principal taking a leave (other than sick leave, bereavement, etc.) on days when students are present, the principal shall ensure an administrator is scheduled to be in the building.

### **3.6 Non-workdays**

Non-workdays are scheduled similarly to vacation days. YPA members are not required to work on these days beyond any phone calls consistent with their receipt of a cell phone stipend. Non-workdays cannot be carried over from year to year or cashed out.

## **ARTICLE IV: LEAVES**

### **4.1 Sick Leave and Sick Leave Cash Out**

YPA members under contract shall be entitled to twelve (12) days annual leave of absence for illness or injury. YPA members may use their accrued sick leave to care for their child (under the age of 18) when the child's condition of health warrants treatment or supervision. Unused sick leave shall be accumulated from year to year. (RCW 28A.400.210; RCW 28A.400.300).

Less than full-time YPA members shall be entitled to that percentage of days leave of absence for illness as the contracted salary is to the equivalent full time contracted salary.

For each day of absence exceeding the accumulated sick leave allowance, the proportion of the days absent to days contracted shall be deducted from the contracted salary.

Sick pay shall be at the same daily rate as the contracted salary.

YPA members may cash in unused sick leave days above an accumulation of sixty (60) days to a maximum of one hundred-eighty (180) days at a ratio of one (1) full day's pay for four (4) accumulated sick leave days. The employee may cash in up to twelve (12) days per year in February of each school year or cash in the entire accumulation at retirement or may be contributed to the employee's VEBA account per Article V. Section A.2.

### **4.2 Family Illness Leave**

Immediate family is defined as father, mother, step-parent, sister, brother, wife, husband, child, stepchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or a more distant relative if living in the same household.

In the event of accidents and/or serious illnesses in the immediate family (as defined) involving medical attention and/or hospitalization, except the case of birth of a child, a maximum of three (3) days of absence with full pay is granted during one (1) school year cumulative to ten (10) days. A YPA member may use all accumulated days to care for an eligible family member. A statement from a doctor may be required whenever these days

are used. Upon return to work, application for family illness leave shall be made in writing.

### **4.3 Personal Leave**

For reasons of personal business, two (2) days are granted during one (1) school year accumulative to seven (7) days. The YPA member shall notify his/her supervisor at least twenty-four (24) hours in advance of leave. In event of an emergency, disaster or similar occurrence, a notice of twenty-four (24) hours shall not be required.

#### **4.3.1 Personal leave cash-out at time of retirement**

Upon retirement YPA members may cash out any unused personal leave days at their per diem rate.

### **4.4 Bereavement Leave**

At the time of death in a YPA member's immediate family, up to five (5) days of absence with full pay shall be allowed.

Immediate family includes father, mother, stepparent, sister, brother, wife, husband, child, stepchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or a more distant relative currently living in the same household.

In the event of death of an uncle, aunt, nephew, niece, first cousin, fiancée /fiancé, one (1) day absence with full pay shall be allowed.

In the event of death of a close friend or distant relative, up to one (1) day of sick leave may be used to attend funeral services.

### **4.5 Jury Duty**

Leave with full pay shall be granted to the YPA member who is required to perform jury duty. The YPA member shall retain travel and meal payments.

### **4.6 Subpoena Leave**

When a YPA member receives a summons requiring an appearance in court in a job related capacity, he/she shall notify his/her supervisor. Leave with full pay shall be granted to the YPA member. For job related subpoena leave, the YPA member shall

transmit to the district any fees received excluding travel and meal allowance. If the YPA member and his/her immediate supervisor disagree whether the circumstances justify job related subpoena leave, the procedure stated for personal leave shall apply.

When a YPA member receives a summons requiring an appearance in court for subpoena leave of a civic duty nature, (e.g. uninvolved witness to an accident or crime), he/she shall notify his/her supervisor. Leave with full pay shall be granted to the YPA member. For subpoena leave of civic nature, the YPA member shall transmit to the district the court fees received, excluding travel and meal allowance.

For subpoena leave of a personal nature, (e.g. the settlement of a family estate, custody or divorce proceedings, etc.), the YPA member shall have the option of using a personal leave day(s), adjusting the employee's work calendar, or reimbursing the district one (1) day's salary for each day of absence.

The Superintendent may extend the definition and intent of the subpoena leave policy on an individual basis.

#### **4.7 Birth of a Child and Adoption Leave**

In case of the birth or adoption of a child, a YPA member shall be allowed one (1) day of absence with full pay.

#### **4.8 Other Leaves**

For all leaves not addressed in Section 4.1 - 4.7 above, YSD will comply with state and federal statutory regulations.

### **ARTICLE V: BENEFITS**

#### **5.1 Health (Medical/Dental/Vision) Benefits**

- A. Employees shall receive health and other insurance benefits through the School Employees Benefit Board Program (SEBB). The rules and regulations are controlled by SEBB. The District will pay the employer's portion for insurance which includes the full amount of Health Care Authority Retiree Remittance. The employee will be responsible for the employee cost of the medical plan that the employee selects.
- B. Benefits provided under SEBB will include but not be limited to Basic Life and accidental death and dismemberment insurance (AD&D), Basic Long-term Disability, Vision, Dental and a Medical Plan. Employees will also have the option to utilize payroll

deduction for supplemental insurance such as the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) and long term disability.

- C. Enrollment for insurance shall be during the first thirty (30) days of employment, or during the open enrollment period.
- D. All employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All hours worked during the school year as a school district employee, regardless of bargaining unit, shall count for purposes of establishing eligibility. Paid leave hours shall count towards hours worked. Employees on approved unpaid leave (and have an expected continuation of employment) will be considered in an employment status for the provisions of this section and benefits will continue if they met or are anticipated to meet the 630 hour requirement during the school year.
- E. The SEBB insurance plan year will run January 1 to December 31 as specified by SEBB. Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e. the end of the school/work year), benefit coverage will continue through August 31st or the date the employee separates from the District, at the employee's discretion.
- F. The District shall set up a VEBA account for each employee to use for out-of-pocket health care expenses during the year and after separation or retirement.
- G. Annually, the VEBA contribution shall be equally divide by the number of employees who are employed as of September 10th and placed into each employee's individual VEBA account. These monies shall be distributed to employee VEBA accounts on or before October 31st. Any employee hired on or after September 11th, is in-eligible for these employee VEBA contributions until the following school year. If SEBB is ever discontinued, the District will continue to pay the full amount of the Health Care Authority Retiree Remittance.

The District and Association agree to offer sick leave cash out payments into the VEBA for employees eligible for annual sick leave cashout, employees who accumulate 180 days or more of sick leave, or employees who are separating from employment. If an employee's accrued sick leave balance exceeds one hundred eighty (180) days, any days in excess of one hundred eighty (180) days may be cashed out at the 4:1 ratio and deposited in the employee's VEBA account, or paid to the employee, at the employee's discretion.

1. Memorializing the Elimination of Pooling and the creation of Employee VEBA Contributions: In lieu of the insurance pool contribution monies, the District will contribute to the YPA VEBA an amount equal to the YEA individual VEBA.
2. The District and Association agree to offer sick leave cash out payments into VEBA for employees eligible for annual sick leave cashout, employees who accumulate 180 days or more of sick leave, or employees who are separating from employment. If an employee's accrued sick leave balance exceeds one hundred eighty (180) days, any days in excess of one hundred eighty (180) days may be cashed out at the 4:1 ratio and deposited in the employee's VEBA account, or paid to the employee, at the employee's discretion.

## **5.2 Additional Benefits**

Building administrators shall be entitled to the following additional benefits:

- Building administrators will be covered by the District's liability insurance policies to the extent provided therein.
- Building administrators shall be eligible to participate in the District's Section 125 program.
- Building administrators shall be covered by the Washington State Workers' Compensation Law, self-insured by the District. The cost of the industrial insurance will be borne by the District. The cost of the supplemental pension fund will be shared by the building administrator and the District in accordance with the Workers' Compensation Law.
- Building administrators shall be eligible, per statute, to participate in VEBA.

## **5.3 Other Benefits and Shared-cost Items**

Employer retirement contributions, unemployment compensation and the employer's share of Social Security (OASI) shall be paid by the District.

## **5.4 VEBA I**

The District shall make a monthly contribution of \$100 for each regularly contracted YPA member into a VEBA I program for reimbursement of employee out-of-pocket medical/dental/vision actual expenses, or premium payment.

## **5.5 VEBA III**

The District will make available on an annual basis to each regularly contracted YPA member an opportunity to enter into a VEBA III program. The agreement to provide VEBA III for each eligible YPA member will be requested annually by the membership through an election/vote process. The program allows for eligible YPA members to establish a VEBA III account to deposit payment for buy back of annual sick leave and cash-out of sick leave at retirement on a tax exempt, social security and federal withholding tax, basis. The amount in the VEBA III account may be used for reimbursement of employee out-of-pocket medical/dental/vision actual expenses, or premium payment.

## **ARTICLE VI: PROFESSIONAL LEADERSHIP AND DEVELOPMENT**

### **6.1 Professional Dues Allowance**

Membership in the State Principals Association, Association of Washington State Principals (AWSP) and Association for Supervision and Curriculum Development (ASCD) will be paid by the Yakima School District.

### **6.2 Professional Development Allowance**

In order for the employee to receive professional development funds, the program must first be approved by the Superintendent or his/her designee. A professional development allowance shall be available for each YPA member at the annual rate of \$1000. Individuals may carryover individual professional development funds to a maximum of \$3000. This would result in a carryover of \$3000 + the current year's \$1000 allocation = \$4000 maximum.) A member of the bargaining unit may share their PD funds with one other member of the bargaining unit, no more than \$1,000.00. No member of the bargaining unit may receive more than one other administrator's PD. I.e. per the language herein, \$4,000 max PD could be accrued, the district shall agree to allow one administrator to contribute no more than \$1,000 additional to an other administrator. No administrator shall be allowed to receive more than one donation for a total of \$5,000 to be used in one contract year.

Each year the Superintendent may select two (2) members of the bargaining unit for the Leadership Reimbursement Program. The member of the bargaining unit shall sign a commitment to continue as an employee of the Yakima School District for an additional 3-years beyond completion date of the program.

Those members who are accepted and enter into a doctorate in educational leadership program by any university in the State of Washington who has been awarded the Exemplary Educational Leadership Preparation Program Award, presented by the University Council for Educational Administration (UCEA), are eligible for selection of the Leadership Reimbursement Program.

Once selected by the Superintendent for this program, the employee may not be stripped of the award providing:

- A. The employee remains active within the pursuit of their Doctorate in Educational Leadership, and
- B. Remains employed within the Yakima School District.

The Leadership Reimbursement Program shall reimburse the employee selected a total of \$20,000 (including his/her professional development allowance) for entering a doctorate in educational leadership program by any university in the state of Washington who has been awarded the Exemplary Educational Leadership Preparation Program Award, presented by the University Council for Educational Administration (UCEA).

1. After the successful completion of the first year of the program, a doctorate candidate may be reimbursed \$10,000 after submitting their proof of payment and completion of one year in the program, minus any PD fund provided by the district.
2. After the successful completion of the second year of the program, a doctorate candidate may be reimbursed \$10,000 after submitting their proof of payment and completion of two years in the program, minus any PD fund provided by the district.

Example: An employee receives \$3000 professional growth money in 2020, \$1000 in 2021 & 2022 for a total of \$5000. Upon completion of the educational leadership doctoral program the district shall reimburse the member of the bargaining unit \$15,000.

Failure to meet this commitment shall require the repayment of said difference between the \$20,000 and the contractually obligated Professional Development Allowance amount stated within the CBA for the years the employee utilized said professional development amounts. i.e.  $\$20,000 - \$5,000 = \$15,000$  owed back to the district per the example listed herein.

## **ARTICLE VII: ADMINISTRATIVE ITEMS**

**7.1** The parties understand and agree that Washington law and regulation governs topics pertinent to YPA members, including administrator evaluations, non-renewal of individual employment contracts, adverse changes in contract status, and transfers to subordinate positions. The parties also understand and agree that YPA members are



subject to the Operational Procedures of the YSD and that these, along with applicable Washington law and regulation, apply to matters including disciplinary action and discharge of YPA members.

**7.2** The parties will annually establish a mutually agreeable labor management meeting schedule to engage in informal problem solving in the spirit of cooperation and compromise. At least two weeks prior to any scheduled labor management meeting, each side will notify the other of proposed agenda items to ensure that relevant parties are at the meeting.

## **ARTICLE VIII: DISCHARGE, SUSPENSION and WRITTEN WARNING NOTICE**

**8.1** The District may discipline, suspend without pay, or discharge an employee for just cause. An employee suspended without pay or discharged shall be given written notice, with a copy to the Association, of the complaint against him/her concerning his/her work or conduct. Such notice shall be given within 15 workdays of the date of such complaint against his/her work or conduct or within 15 workdays from the date such violation became known to the District. Otherwise, such written notice shall be null and void.

### **Progressive Discipline**

**8.2** Discipline as administered by the Yakima School District shall be corrective in nature and not punitive. Discipline may be used in a progressive manner in order to give the employee an opportunity to correct actions which the District deems to be inappropriate, except as provided elsewhere in this section.

**8.2.1** No employee shall be discharged or suspended without pay unless he/she has received a prior written warning notice for a similar type of misconduct, provided no such written warning notice shall be necessary if the cause for discharge or suspension without pay is:

- Dishonesty
- Theft
- Intoxication related to employment
- intoxication shall be defined as Department of Transportation rules and regulation for driving an automobile (currently .08 blood alcohol content or above) at any school district owned property of sponsored event
- Having a blood alcohol content of less than .08, but greater than .02 shall be cause for discipline

- Possession and/or use of federally designated illegal drugs or proven abuse of said drugs
- Unprovoked physical assault:
  - On school district property
  - During an official school district sponsored event
- Other misconduct which rises to a similar nature listed herein or so serious in nature as to justify discharge or suspension without pay without a written notice

**8.2.2** No such written warning notice shall remain in effect for a period of more than three (3) years. A copy of such written warning notice shall be sent to the Association at the time it is given to the employee.

**8.2.3** An employee may grieve the suspension or any written warning notice and the Association shall have the right to protest any such suspension or warning notice within 15 days, with the exception of a discharge. A discharge shall have five (5) days to file said grievance protesting the discharge. If the grievance is not presented within such time periods listed herein, the right of grievance shall be waived.

**8.2.4** Nothing herein shall relieve the district of its obligation to honor the rights of the employee regarding Weingarten or Loudermill rights.

## **ARTICLE IX - GRIEVANCE AND ARBITRATION PROCEDURE**

**9.1** "Grievance" shall mean any violation of this Agreement. The Association or District may initiate the grievance procedure and will take up the grievance with the other party within 15 work days after the occurrence of the event which gave rise to the grievance, or 15 work days from the date such grievance became known to the Association or the District, or said grievance shall be deemed waived.

**9.2 STEP I:** An employee having a concern which the employee believes could be a grievance shall bring up the matter within 15 work days of the concern giving rise to the grievance, or 15 work days such matter became known, or it shall be deemed waived. The employee shall first discuss the matter with his immediate supervisor, to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by an Association representative.

**9.3 STEP II:** If the grievance is not resolved in Step I, and if the moving party elects to proceed with it, then, within 15 work days, the grievance shall be reduced to writing specifying the article of the collective bargaining agreement violated and the specific

remedy sought. The grievance shall be submitted to the Director of Human Resources. The Director or his/her designee shall reduce the decision to writing within 15 days of the Step II grievance meeting. The written response shall be sent electronically to the grievant and the Association president by no later than 5:00pm on the 15<sup>th</sup> work day following the day of the Step II meeting. Example: Step II meeting is held on Monday March 2, then the decision of the Director or designee shall be submitted to the grievant and Association president by 5:00 pm Monday, March 23<sup>th</sup>. An additional workday shall be granted for each school day closure during Monday-Friday of the period of time between the Step II meeting and the date the decision is due.

**9.3.1** If the grievance is not satisfactorily resolved, the grievant shall submit the demand to the other party to move to Step III within 15 work days of receipt of said response. Nothing herein shall prevent the parties from mutually agreeing to a timeline extension (in writing) when attempting to solve the grievance.

**9.4 STEP III:** The grievance shall be referred to a committee consisting of four (4) members, two (2) appointed by the Superintendent and two (2) appointed by the Association. Such committee shall attempt to reach a majority decision on such dispute or grievance. The decision Step III committee shall be immediately reduced to writing, upon the completion of the hearing, with each party's representative receiving a copy of said decision and the decision shall be final and binding. Nothing shall prevent the Step III committee from extending the hearing due to a need for additional evidence. Said request for hearing extension shall only be granted by a majority vote of the Step III committee.

**9.4.1** If the Step III committee fails to reach a majority decision on such dispute or grievance submitted to it, either party shall have the right to submit the dispute or grievance to arbitration by sending an electronic notification to the Superintendent or Association President with five (5) days of the decision/deadlock of the Step III committee. Failure to submit the dispute to the other party shall constitute a waiver of the arbitration process.

Example: Step III hearing is held on Monday March 2, then the electronic notice to the Superintendent or Association president must be received by 5:00 pm Monday, March 9<sup>th</sup>. An additional workday shall be granted for each school day closure during Monday-Friday of the period of time between the Step III hearing.

**9.5 STEP IV:** If the matter is submitted to arbitration, the parties shall select an impartial arbitrator within 15 work days of receipt of said notice. Failure to reach an agreement on the impartial arbitrator, the parties shall submit a request to the Public Employees Relations Commission to receive a list of seven (7) arbitrators who are qualified and willing to act as an impartial arbitrator. From that list, within 15 work days after its

receipt, the parties may flip a coin to determine who shall strike the first name, then each will alternately strike one of the names submitted until only one (1) name remains. The person whose name remains shall be selected as the sole arbitrator.

**9.5.1** The arbitrator shall commence hearings within a reasonable period of time after selection, and shall render an award in writing as soon as is practicable. The award of the arbitrator shall be final and binding upon the parties to this Agreement and upon the grievant. The Arbitrator is not vested with the power to change, alter, or modify this Agreement, only to interpret said agreement.

**9.5.2** The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the District and the Association. All other costs and expenses shall be borne by the party incurring them.

## **ARTICLE X: PROTECTION OF ADMINISTRATORS**

### **10.1 Threats and/or Bodily Harm**

Any administrator who is threatened with bodily harm or is actually harmed by an individual or a group while carrying out assigned duties will call 911, and notify the superintendent or designee, as soon as possible, who will take immediate steps in cooperation with the administrator to provide every reasonable safety precaution.

### **10.2 Personal Property Damage**

Administrators whose indispensable personal property is damaged in a personal assault arising out of and in the course of employment may apply for reimbursement of costs of repairs or replacement. If an item is damaged beyond repair, replacement value at the time of damage will be reimbursed. Indispensable property is defined as articles necessarily worn by the principal such as eyeglasses, hearing aids, dentures, watches, or clothing. Requests for reimbursement will be made by letter addressed to the Human Resources business office. The letter will include a full statement describing the assault noting the date, hour, and witnesses and list all damages incurred.

### **10.3 Damage to Vehicle**

When there is vandalism damage to an administrator's vehicle while parked at a District facility during the performance of work duties, the employee's insurance deductible will be reimbursed up to a maximum of \$200. The administrator will immediately report the damage to the immediate supervisor and provide evidence of insurance deductible and a

copy of the repair bill to establish that costs were incurred. The District will provide reimbursement during the next pay period after the evidence is provided.

**ARTICLE XI: 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.

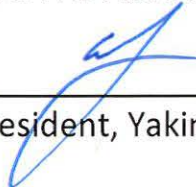
This agreement shall be effective as of July 1, 2023, and continue in effect until the 30th of June 2026. Both parties agree that this Agreement may be reopened and modified at any time during its term upon either (a) mutual consent of the parties in writing; (b) issuance of a court decision that necessitates a change in the current terms or conditions of the Agreement; and/or (c) new legislation that necessitates a change in the current terms or conditions of the Agreement. This Agreement may be opened for the purposes of negotiation of YPA member compensation only by either party by providing notice to the other by April 15, 2026.

AM Agreed to and signed this 1 day of Aug., 2023.

FOR THE DISTRICT

  
\_\_\_\_\_  
President, Board of Directors  
Yakima School District No. 7

FOR THE ASSOCIATION

  
\_\_\_\_\_  
President, Yakima Principals Association

  
\_\_\_\_\_  
Attest  
Board Secretary/Superintendent

**Principal Salary Schedule**  
Effective July 1, 2023

Level	Work Days	Position	Step 1	Step 2	Step 3	Step 4	Step 5
I	217	High School Principal	\$ 162,000	\$ 165,000	\$ 170,000	\$ 175,000	\$180,000
II	217	Middle School Principal	\$ 150,000	\$ 154,500	\$ 159,000	\$ 163,500	\$ 168,000
	217	Stanton Academy Principal					
	217	YV Tech Principal					
III	217	Early Learning Principal	\$ 144,000	\$ 148,000	\$ 152,000	\$ 156,000	\$ 160,000
	217	Elementary Principal					
	217	Satellite Programs Principal					
IV	217	High School Assistant Principal	\$ 141,000	\$ 145,000	\$ 150,000	\$ 154,000	\$ 159,000
V	217	Middle School Assistant Principal	\$ 136,000	\$ 140,000	\$ 144,000	\$ 148,000	\$ 152,000
	217	Stanton Academy Assistant Principal					
	217	YV Tech Assistant Principal					
VI	217	Early Learning Assistant Principal	\$ 130,000	\$ 134,000	\$ 138,000	\$ 142,000	\$ 146,000
	217	Elementary Assistant Principal					

*Additional \$1,500 for Doctorate*