

*Collective Bargaining
Agreement*

between the

Shelton Certificated Administrators

and

Shelton School District No. 309

July 1, 2022 – June 30, 2024

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1.0 LENGTH OF AGREEMENT

- 1.1 This agreement will be for a period of two (2) years from July 1, 2022 through June 30, 2024.

2.0 DEFINITIONS

- 2.1 For purposes of this agreement, an "employee" shall be a building administrator, Director of Special Education, Director of State and Federal Programs, Career and Technical Education Director, Elementary Dean of Students, Director of Academies, Director of Career Connected Learning, or Director of Athletics to whom the District issues a certificated administrative contract.

The District reserves the right to post the position of Director of Athletics as either classified or certificated. If the Director of Athletics is certificated, they will be a member of the Association.

- 2.2 An "administrator" is the same as an "employee."
- 2.3 The criteria for membership includes being a building administrator or a district director (excluding executive directors). A person who does not hold a teaching or administrative certificate is not eligible to be a member of the bargaining unit.

3.0 ASSOCIATION RIGHTS

- 3.1 Duly authorized representatives of the Shelton Certificated Administrators Association and their respective affiliates, in accordance with building and district security procedures, shall be permitted to transact official Association business on school property at all reasonable times, provided there is no interference with or interruption to employee responsibilities or normal school operations.
- 3.2 The Shelton Certificated Administrators Association shall have the right to use District communication systems (i.e. phones, mailboxes, e-mail, and bulletin boards) to circulate information to bargaining unit members. Permission of the District and the Association shall be required prior to allowing outside labor organizations to use District communication systems for the purpose of communicating with bargaining unit members.

4.0 STATUS OF AGREEMENT

- 4.1 This agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District, which are contrary to or inconsistent with its terms.

This agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties. During the life of the contract the following specific areas will be discussed to determine if mutually agreed to changes are needed: (1) administrative staffing levels; (2) make up of the comparison districts used in the yearly salary survey; and (3) length of administrative contracts. If an employee's individual contract contains any language inconsistent with this Agreement, the Agreement shall be controlling.

5.0 PERSONNEL FILES

- 5.1 Access to administrators' personnel files should be limited to the Superintendent, the Human Resource Director, the Board of Directors, the District's attorney, the administrator involved, the administrator's immediate supervisor, and exempt classified employees.
- 5.2 All administrators will have the right to review all materials in their file. Administrators have the right to attach, for inclusion in their file, written comment upon any materials contained within their files, provided that such comment must be attached within 20 days after the administrator's first knowledge of the material.

6.0 LEAVES

- 6.1 Sick Leave. An administrator under contract for a full school year will be entitled to 12 days of annual leave for illness or injury. Sick leave not taken will be accumulated from year to year to the maximum allowable by law.

Disability due to pregnancy, childbirth, and recovery therefrom shall be considered as sick leave.
- 6.2 Personal Leave. 6 days of personal leave shall be allowed annually. 4 days of leave shall be deducted from sick leave and 2 days shall not be deducted from sick leave.
- 6.3 Bereavement Leave. Each administrator shall be eligible for 5 days bereavement leave per need with no loss of pay or benefits. Such leave shall not be deducted from sick leave.
- 6.4 Maternity/Parental Leave. Maternity/parental leave may be granted to administrators due to pregnancy or complications arising from pregnancy. Such leave may be requested through the Superintendent and must be approved by the Board of Directors.
- 6.5 Long-Term Leave. A certificated administrator shall be eligible for a one-year leave of absence following six years of continuous employment by the District. The leave, if approved, shall be at no pay and be based upon the availability of a satisfactory replacement for the period of absence.

The purpose of the leave shall be to provide professional improvement for the administrator. A plan detailing the goals and objectives shall be developed by the administrator and approved by the Superintendent.

The administrator agrees to return to the District for a one-year period following the approved leave. The administrator shall not be eligible for a second such leave until they have served an additional six years of continuous employment within the District.

Administrators who are granted this leave shall retain all accumulated sick leave.

7.0 INSURANCE BENEFITS

- 7.1 Employees will be enrolled in dental, orthodontia, vision, term life, and long-term disability insurance programs. Employees may also enroll in a medical insurance program available through the district. Employees will be provided the state allocation amount during the term of this agreement. Effective 1/1/2020, the following sentence will no longer apply. If an employee does not utilize the full amount available, the remaining amount may be distributed on a pro-rata basis to the other employees in the bargaining unit.

8.0 PERSONAL PROPERTY REIMBURSEMENT

- 8.1 The District shall reimburse an administrator for loss or damage to personal property under the provisions of RCW 28A.58.425 up to a maximum of \$500 per employee per claim.
- 8.2 Acts of damage that are clearly recognizable as vandalism while an employee's vehicle in the school setting and while the employee is acting within the scope of his/her assigned employment obligations to the district shall be covered by the employee's insurance policy, with the district reimbursing the amount of the deductible to a maximum of \$200.00.

9.0 SALARY AND COMPENSATION

- 9.1 An administrator shall be paid his/her current per diem rate for extra days worked outside the normal contract upon request and/or approval by the Superintendent.
- 9.2 The steps on the salary schedule will be established by adding 2% to each step. The District will strive to keep a 15% buffer, as a goal, between Step 5 on the Certificated Administrator salary schedule and the highest pay in the Shelton Education Association unit **based on per diem, only until such time as a new salary schedule and associated number of days is developed. By June 1, 2023, SCAA and the District agree to develop a new salary schedule that is comparable to surrounding districts in both salary and number of days worked.** The highest SEA pay does not include National Boards and supplemental pay.

9.3 The contract for the middle school assistant principal and the elementary assistant principals will be 204 days. Contracts will be 207 days for Director of State and Federal Programs, junior high school assistant principal, and the Dean of Students and CHOICE Assistant Principal. Contracts will be 210 days for elementary principals and the middle school principal. They will be 215 days for the Director of Special Education, the CHOICE principal, Cedar principal, the junior high school principal, the Shelton High School assistant principals, the Director of Career and Technical Education, and the Director of Athletics. It will be 220 days for the Shelton High School principal and Shelton High School associate principal. Superintendent's Office will develop a projected work schedule for each year by the previous June 1.

9.3 (a) All school principals will arrange their work calendars to be back at work full time no later than August 1st of each year, or the following Monday, if August 1st falls on a Saturday or Sunday.

9.4 Administrators new in a position will be placed on the schedule in accordance with the superintendent's judgment of related experience.

9.5 Doctoral Stipends-Members of the SCAA will be eligible to receive a \$3000 after obtaining their doctorate degree.

9.6 Any time the SCAA contract is signed after the current contract has expired on June 30th, members of the SCAA shall have any increases in pay applied retroactively to July 1st. Every effort will be made to begin negotiations in the spring and be concluded prior to June 30th.

9.7 Flex time that is mutually agreed upon between an SCAA member and the District should be able to be taken during the school year; those dates should be agreed to before the member works extra days beyond their contract.

10.0 PROFESSIONAL DEVELOPMENT

10.1 The District will provide payment in full for membership dues and fees for professional and community service organizations up to a maximum of \$850. Membership dues and fees must be approved by the Superintendent.

10.2 The District will provide in the budget \$1,500 for ongoing professional development for each administrator. This money may be used for institutes, workshops, classes, books, travel, etc., that align with the administrator's and the District's current goals. The funds may be carried over to a maximum of \$3000.

10.3 Administrators will be allowed to attend one national conference every three (3) years. SCAA will determine the rotation schedule for National Conference each year as long as the number of people going does not exceed 5 people per year and no more than one administrator from any one building attends in a given year. The supervisor of the attendee(s) must approve attendance requests. Note: Shelton School District will allow up to 2 people to be rescheduled for the following year, for a total of 7 in such circumstances.

SCAA will maintain the rotation chart on a shared file with access by the Shelton School District business office.

The District will pay reimbursable expenses for a national conference up to \$3,000. Attendance at national professional conferences is in addition to use of professional development funds described in Section 10.2. The Shelton Certificated Administrators Association will work with the district to limit cost of expenses.

- 10.4 TPEP training may be available for principals. If training is recommended or required by the District and administrators attend the recommended training outside their regular day, they would be paid at their per diem for time spent in training during the 2018-2019 school year only.

11.0 WORK CONDITIONS

- 11.1 For the safety of personnel, administrators may work from home on days when school is cancelled because of weather or other issues with approval of the immediate supervisor, and may count those days as part of their contracted days. Administrators must also work, as a minimum, until the last day with staff and students.
- 11.2 Health Screenings: Prior to entering any school facility, students and staff will be screened for COVID-19 symptoms. No student or employee will enter any school facility if they display any COVID-19 symptoms. Health screening forms will be provided in the home language of students' families/guardians.
- i. Employees assisting with health screenings shall be provided all appropriate medical grade PPE by the District, as described by the DOH, CDC, and L&I
 - ii. No employee in a high-risk category as described by the CDC shall be required or expected to assist with health screenings.
 - iii. There is a trained health tech/classified staff member or nurse overseeing the screening process at every school in the District.
- 11.3 If a member of SCAA must miss work due to exposure to or contracting COVID-19, they will not be required to take sick leave if they are able to perform their job duties remotely.

12.0 TRAVEL REIMBURSEMENT

- 12.1 It is mutually acknowledged that administrators will need to use their personal vehicle for job-related travel in the District and immediate area. Meals and travel costs will be reimbursed by the District as provided in Board policy. Travel reimbursement will be at the established state government rate for mileage.

13.0 SICK LEAVE BUY BACK

- 13.1 Sick leave buy back will be made available as provided in Chapter 275 of the Laws of 1983.

14.0 ADMINISTRATIVE TRANSFERS

- 14.1 The employees believe that administrators new to the District should receive a minimum of five extra per diem days and an administrator transferred to a new position should receive a minimum of three extra per diem days so these new administrators may learn about the new position. These days are at the discretion of the Superintendent and the Board and may be more as required by them.

Administrators will be notified of assignment changes in accordance with statute.

In the case of an administrative position being lost in a reduction in force situation, the administrator may apply for any open positions within the district.

14.5 EVALUATIONS

- 14.5.1 The District will maintain consistency in who evaluates administrators (principals) and directors, although the Superintendent has the right to make an exception to the chosen evaluator, if there are extenuating circumstances.

- 14.5.2 Assistant principals and deans of students are evaluated by the principal in their building; directors are evaluated by district personnel other than principals of the buildings

- 14.5.3 SCAA Directors will be comprehensively evaluated based on the June 2013 WASA framework for central office staff, rather than the AWSP Principal Evaluation framework.

- 14.5.4 **Principals and Assistant Principals** in the first year of a new administrative role in Shelton School District will be provided with a mentor and coaching from a person mutually agreed upon, other than the member's supervisor/evaluator, at the District's expense. The mentor will be responsible for providing the new administrator with support **that encompasses** the AWSP Evaluation Criteria and/or WASA as needed/requested.

In addition, if the new administrator has not worked in the district as an administrator prior to the appointment, the mentor will also support equity in employment by providing the new administrator with the necessary information regarding district culture and practices. In the event the new administrator has not received her/his training in Washington State, the mentor and the district will ensure that the new administrator is provided with the necessary knowledge regarding Washington State laws governing school management and understanding of collective bargaining agreements.

14.5.5 Members of SCAA shall have the right to have an SCAA representative present in any conversation with an evaluator **during the course of a formal evaluative meeting**.

14.5.6 The Shelton School District cabinet members and the SCAA members agree to treat each other with mutual respect in all interactions, in accordance with Shelton School District Policy 5200 Staff Conduct.

14.6 RIGHT TO REPRESENTATION

14.6.1 Employees shall be entitled to have present a representative of the Association during any meeting which the employee reasonably believes could result in discipline. When a request for such representation is made, no action shall be taken with respect to the employee until a representative of the Association is present. District leaders shall advise employees of their right to representation prior to conducting an investigatory or disciplinary meeting with the employee.

15.0 NON-RENEWAL

15.1 The date for notification of non-renewal, furlough, and RIF of the employee's contract is on or before May 15, or if the omnibus appropriations act has not passed the legislature by the end of the regular legislative session for that year, then notification shall be no later than June 15th.

15.1 If an SCAA member moves to a teaching or counseling position in the district, their accumulated years of service as an administrator in the District will count towards their years of seniority in SEA when they enter that bargaining unit.

16.0 GRIEVANCE

16.1 The purpose of the grievance policy will be to provide a means for the resolution of personnel problems. Administrators agree to use the following procedure whenever contract language is violated.

16.2 Step 1: Informal Step

The administrator will discuss the problem with the immediate supervisor within ten (10) working days of its occurrence. During this discussion, an attempt will be made to arrive at a mutually-satisfactory solution.

Step 2: Immediate Supervisor

If a mutually-satisfactory solution was not reached at Step 1, the grievant will provide the immediate supervisor with a written statement of the problem within ten (10) working days of the meeting. The immediate supervisor will provide a written response within ten (10) working days of receipt of the statement.

Step 3: Superintendent

If the problem has not been resolved at Step 2, within five (5) working days the grievant will notify the superintendent of the grievance. The superintendent or designee within ten (10) working days after notification shall schedule an informal meeting with the grievant in an effort to arrive at an equitable solution. If a mutually-satisfactory remedy is not reached, the grievant will provide the superintendent with a written statement of the problem and a desired solution within five (5) working days. The superintendent shall respond to the grievant in writing ten (10) working days after the receipt of written statement.

Step 4: Board of Directors

If the problem is not resolved at Step 3, the grievant will provide a written request for a hearing with the Shelton School District (SSD) Board of Directors. A hearing will be scheduled with the SSD Board of Directors within thirty (30) working days or the next regularly-scheduled board meeting if beyond thirty (30) working days.

17.0 REOPENER CLAUSE

17.1 Each party may bring a maximum of one non-salary topic for bargaining prior to the interim annual anniversary dates of this agreement. Salary issues may be opened by mutual agreement between the District and the certificated administrators.

18.0 CONFORMITY TO LAW

18.1 If any provisions of this agreement or any applications of these provisions to any administrator is found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

18.2 No change, revision, alteration, or modification of this agreement, in whole or in part, shall be valid unless the same is ratified by both the Board and the administrators and endorsed in writing hereon.

Approved and agreed to this _____ day of _____, 2022.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Secretary to the Board

APPENDIX A

2022-2023 Administrative Salary Schedule Year 1: 3% plus 5.5% IPD

Days	Position	Step 1	Step 2	Step 3	Step 4	Step 5
220	High School Principal	\$153,369	\$156,437	\$159,566	\$162,757	\$166,013
215	High School Asst Principal	\$134,623	\$137,315	\$140,062	\$142,864	\$145,721
207	High School Dean of Students	\$128,343	\$130,910	\$133,528	\$136,198	\$138,922
215	Junior High Principal	\$144,738	\$147,633	\$150,586	\$153,597	\$156,670
207	Junior High Asst. Principal	\$129,627	\$132,219	\$134,864	\$137,561	\$140,312
210	Middle School Principal	\$141,257	\$144,082	\$146,963	\$149,901	\$152,901
204	Middle School Asst. Principal	\$125,603	\$128,117	\$130,679	\$133,292	\$135,958
210	Elementary Principal	\$139,171	\$141,954	\$144,792	\$147,689	\$150,642
204	Asst. Elementary Principal	\$124,957	\$127,458	\$130,007	\$132,608	\$135,260
215	Director of Special Education	\$147,897	\$150,855	\$153,872	\$156,950	\$160,089
207	Director of State & Fed Programs	\$133,140	\$135,802	\$138,519	\$141,290	\$144,115
215	Choice Principal	\$140,482	\$143,291	\$146,158	\$149,080	\$152,063
207	Choice Assistant Principal	\$128,343	\$130,910	\$133,528	\$136,198	\$138,922
215	Director of Career & Tech Ed	\$130,094	\$132,695	\$135,350	\$138,057	\$140,818
215	District Athletic Director	\$125,308	\$127,815	\$130,371	\$132,978	\$135,637
220	Director of Academies K12	\$137,563	\$140,315	\$143,121	\$145,983	\$148,903
204	Elementary Dean of Students	\$122,509	\$124,957	\$127,458	\$130,007	\$132,608
215	Planning Principal	\$137,563	\$140,315	\$143,121	\$145,983	\$148,903

Longevity Stipend: 10 years as a certificated staff member in Shelton School District equals an additional 2% of placement.

Appendix B

2023-2024 Administrative Salary Schedule
Year 2: 2% plus IPD (3.7%) for a total wage increase of 5.7%

Days	Position	Step 1	Step 2	Step 3	Step 4	Step 5
220	High School Principal	\$162,111	\$165,354	\$168,661	\$172,034	\$175,476
215	High School Asst Principal	\$142,297	\$145,142	\$148,046	\$151,007	\$154,027
207	High School Dean of Students	\$135,659	\$138,372	\$141,139	\$143,961	\$146,841
215	Junior High Principal	\$152,988	\$156,048	\$159,169	\$162,352	\$165,600
207	Junior High Asst. Principal	\$137,016	\$139,755	\$142,551	\$145,402	\$148,310
210	Middle School Principal	\$149,309	\$152,295	\$155,340	\$158,445	\$161,616
204	Middle School Asst. Principal	\$132,762	\$135,420	\$138,128	\$140,890	\$143,708
210	Elementary Principal	\$147,104	\$150,145	\$153,045	\$156,107	\$159,229
204	Asst. Elementary Principal	\$132,080	\$134,723	\$137,417	\$140,167	\$142,970
215	Director of Special Education	\$156,327	\$159,454	\$162,643	\$165,896	\$169,214
207	Director of State & Fed Programs	\$140,729	\$143,543	\$146,415	\$149,344	\$152,330
215	Choice Principal	\$148,486	\$151,459	\$154,489	\$157,578	\$160,731
207	Choice Assistant Principal	\$135,659	\$138,372	\$141,139	\$143,962	\$146,841
215	Director of Career & Tech Ed	\$137,509	\$140,259	\$143,065	\$145,926	\$148,845
215	District Athletic Director	\$132,451	\$135,100	\$137,802	\$140,558	\$143,368
220	Director of Academies K12	\$145,404	\$148,313	\$151,279	\$154,304	\$157,390
204	Elementary Dean of Students	\$129,492	\$132,080	\$134,723	\$137,417	\$140,167
215	Cedar High Principal	\$148,486	\$151,459	\$154,489	\$157,578	\$160,731

Longevity Stipend: 10 years as a certificated staff member in Shelton School District equals an additional 2% of placement.