

MANAGEMENT TEAM AGREEMENT



BETWEEN

VANCOUVER ASSOCIATION of PRINCIPALS
And
ASSOCIATE PRINCIPALS (VAPA)

And

VANCOUVER SCHOOL DISTRICT NO. 37

2018 – 2020

MANAGEMENT TEAM AGREEMENT

BETWEEN

VANCOUVER SCHOOL DISTRICT NO. 37

And

**VANCOUVER ASSOCIATION OF PRINCIPALS
AND ASSOCIATE PRINCIPALS**

PREAMBLE

This Agreement is made and entered into by and between the Board of Directors of the Vancouver School District No. 37, County of Clark, Vancouver, Washington, and the Vancouver Association of Principals and Associate Principals, and includes all of the attached provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 21st day of August 2018.

All provisions of this Agreement will be in full force and effect from July 1, 2018, to and including, June 30, 2020.

WITNESSETH:

VANCOUVER PUBLIC SCHOOLS

**VANCOUVER ASSOCIATION OF PRINCIPALS AND
ASSOCIATE PRINCIPALS**



Rosemary Fryer
President of the Board of Directors



Woody Howard
Co-President



Steven Webb, Ed. D.
Secretary to the Board of Directors



Darci Fronk
Co-President

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Vancouver Association of Principals and Associate Principals

MANAGEMENT TEAM AGREEMENT

1A. LENGTH OF CONTRACT

All provisions of this Agreement will be in full force and effect from July 1, 2018, to and including June 30, 2020.

1B. RECOGNITION

The Vancouver School District Board of Directors recognizes the Vancouver Association of Principals and Associate Principals (VAPA) as the exclusive representative of all school building administrators.

2. DAYS OF WORK

During the term of this Agreement, school administrators represented by the VAPA shall be assigned days to be worked as designated by the District Superintendent.

It is also understood that the total workdays shall be worked in consideration of the salary set forth in the annual salary schedule. Assigned workdays for all building administrators is two hundred and seventeen (217) days.

3. SALARY SCHEDULE

- a. The District and the Association will annually set the top step for high school principals in accordance with this section. The top step for middle school principal, elementary principal, high school associate, middle school associate, and elementary associate will be indexed to the top step for high school principal at 95%, 90%, 88%, 84%, and 80% respectively. Step increments will be based on a uniform amount of two and one-half percent (2.5%) between steps (i.e., Step 5 will be 100% of the amount computed above, with Step 1 being 90% of the amount).
- b. The following procedures will be followed in negotiating salary:
 - (1) Between April 1 and May 1 of each year, the District shall submit a comparability survey to VAPA. VAPA may choose to conduct a comparability survey for use in negotiating the salary schedule with the District.
 - (2) A committee of two (2) representatives each from the Association and the District will review the survey results and the budget outlook.
 - (3) The committee will develop a pay setting recommendation by a majority vote (preferably by consensus).
 - (4) If the committee is unable to reach a majority decision, the Association and District will enter into a formal bargaining process to reach a final agreement.
 - (5) The committee recommendation will be submitted to the Board not later than May 15 of each year.
 - (6) The Board may accept or modify the committee recommendation.

(7) If the Board modifies the recommendation, the Association has the option of accepting the modification or entering into a normal bargaining process to reach a final agreement.

(8) If the recommendation is accepted it becomes the new compensation schedule.

- c. The District and VAPA, during the term of this Agreement, will collaboratively review and compile information from the management contracts of the eight (8) comparator Districts listed below to assist in the development of future agreements that are competitive with the following Districts:

Evergreen	Everett
Bellevue	Edmonds
Highline	Northshore
Clover Park	Lake Washington

The comparator Districts reflect comparable size and complexity to the Vancouver School District.

- d. In order to implement the foregoing, each year during the term of this Agreement the District and VAPA shall undertake the collaborative review and compilation of the information from the management contracts of the eight (8) comparator Districts. The Association and the District also agree to use the higher schedule when different comparator schedules exist for either degree level (excluding Ph.D.) longevity or school size. The review will provide for identification and consideration of non-traditional forms of compensation as they become increasingly common (e.g., leave cash out, bonus/incentives, etc.)
- e. Survey results will be analyzed to identify the bottom, top and mean of the salary range with the goal being the recommendation of total compensation at the midpoint or above of the range. Base salary will not be reduced through the survey process. However, the parties may agree to a salary reduction based on a major financial change such as legislative reductions in education funding, levy failure, etc.

4. PROFESSIONAL MEETINGS

The District will allocate \$40,000 to provide funding for Association members to attend District approved state/regional professional meetings and national conference/conventions outside of the Northwest. Association members have the opportunity through the annual meeting referenced in Article 23 to provide input and have it considered by the District in planning for such participation.

5. PROFESSIONAL DEVELOPMENT

The District will provide an individual staff and group development program for Association members with the understanding that the experiences lead to an improvement/enhancement of skills in the professional role.

Administrators will receive an annual professional development stipend, as described below. Approval of staff development programs for individuals and groups for VAPA members will be routed through the director of elementary or secondary education to the Human Resources Department for consideration. Guidelines for individual staff and group development programs will follow the same parameters adopted by the District for non-supervisory certificated personnel except that the base allocation shall be one hundred and twenty percent (120%), per member, per year, of the amount allowable for non-supervisory certificated staff, or one thousand four hundred and forty dollars (\$1440) whichever is greater.

6. PROFESSIONAL DUES

Full dues to one professional organization of the Association member's choice will be paid for all Association members. Professional organizations are defined as those that are recognized in the State of Washington and in the United States. The organizations are as follows: Washington Association of School Administrators, Association of Washington School Principals, and Phi Delta Kappa. It is agreed that dues to the Washington Association for Supervision and Curriculum Development (WASCD), or an educational association of choice at a rate not to exceed that of WASCD, as a second professional organization will be paid for those Association members who have applied for membership and are extending membership benefits to building staff.

7. POSITION CHANGES

When an Association member is promoted he/she will be placed on the new salary schedule at the same step, plus any earned step from the previous contracted year.

An Association member who moves based on personal request or at the District's request as the result of documented performance or performance related concerns, to a position with a different pay level will be placed on a step of the level which precludes a loss in pay. If the top step of the pay level for the new position is lower than the member's current rate of pay, the member will be grandfathered (i.e., paid the rate of pay applicable to their former position as of the date of change) for a maximum period of two (2) years after which he/she will be placed on the pay level and step of the new position that most nearly preserves the previous rate of pay. This special two year protection will be terminated at any time that adjustments to the new salary schedule equals or exceeds the previous rate of pay.

An association member who moves at the District's request to meet District needs will be placed on a step of the level which precludes a loss of pay. If the top step of the pay level for the new position is lower than the member's current rate of pay, the member will be grandfathered at the rate applicable to the previous position and will receive such future adjustments as apply to the previous position. Such pay protection will terminate at such time as the employee is promoted to a higher level position.

8. COMPARABLE FLEX-TIME AND SPECIAL SITUATIONS

The District will institute a supplemental enrichment program (SEP) for Vancouver Public Schools building administrators. The supplemental enrichment program acknowledges responsibilities of building level administrators that go beyond the regular forty (40) hour work week and eight (8) hour work day during the length of the two hundred and seventeen (217) day contract. Building administrators will be paid for sixteen (16) additional days under the supplemental enrichment plan. The funding of SEP responsibilities is subject to funds available from local sources and other funds allocated outside of the BEA calculation. Supplemental contracts will be for one (1) year, starting July 1, 2018, and shall be renewed each year for the duration of the 2018-2020 Agreement, subject to funding. Payment will be distributed over twelve (12) equal monthly increments.

Activities covered under the SEP plan are those responsibilities that occur beyond the regular eight (8) hour work day. Association members will be entitled to self-direct up to seven (7) comparable flex days in exchange for time worked outside the two hundred and seventeen (217) day contract. No exchange can be made for any scheduled student days. Non-contracted work time may be performed on-site or off-site. Documentation of comparable flex time shall be maintained by the member and be readily available in the event of an audit. Additional exchange or compensable flex days beyond the seven (7) day authorization may be approved at the Superintendent's discretion in either individual or district-wide circumstances."

9. LEAVES

Leaves shall be provided for Association members as follows:

Employee Illness, Injury, Emergency, and Family Care Leave:

- a. Leave will be earned by each Association member (principal/associate principal) at the rate of eight (8) hours for each calendar month of contracted employment September through August. Part-time contracted Association members will be granted leave day proportionate to the time they work each day.
- b. Illness, injury, emergency and family care leave will accrue through the Association member's contracted work year. Illness, injury, emergency, and family care leave will accrue from year-to-year subject to board policy on maximum limitations.
- c. An Association member returning to employment in the District will be entitled to reclaim all illness, injury, emergency, and family care leave benefits recorded to his/her credit at the time of his/her earlier termination subject to board policy on procedures and limitations.
- d. Association members entering the employment of the Vancouver School District who had prior employment with another Washington school district are entitled to transfer all illness, injury, emergency, and family care leave benefits the Association member may have accumulated with the previous district after such entitlement is verified by the former district consistent with board policy.
- e. An Association member suffering extended illness or physical incapacity compelling continuous absence beyond the term of the individual's accumulated illness, injury, emergency, and family care leave benefits, may apply for a limited extension of benefits not yet earned. Such extension is not to exceed one hundred eighty (180) days of accumulated leave. Upon recommendation of the Superintendent and upon approval of the Board of Directors, such extended illness, injury, emergency, and family care leave may be granted at the rate of forty (40) hours during each prior contracted year of service to the District, not to exceed two hundred (200) hours. These days are to be charged against future illness, injury, emergency, and family care leave allowance or reimbursement made to the District if the Association member does not earn sufficient future leave. Extension of this leave is at the discretion of the District.
- f. Emergencies are defined as those situations that have clear and present elements of risk to health, life, and property of an Association member and/or his/her family. It is a situation that cannot be dealt with outside of working hours and requires the individual to absent him/herself from his/her duties for matters of bona fide necessity and not mere convenience. An emergency includes the care of a child of an Association member under the age of eighteen (18) with a health condition that requires treatment or supervision.

Federal Family and Medical Leave Act:

- a. An Association member whether male or female is entitled to twelve (12) work-weeks of family leave during any twelve (12) month period. For the purpose of this section, an Association member/employee is anyone who was employed by the Vancouver School District for a total of fifty-two (52) weeks and has at least 1,250 hours of service during the previous fifty-two (52) weeks.
- b. Family leave may be taken: (a) because of the birth of a child and to care for a newborn child (b) because of the placement of a child with the Association member for adoption or foster care, or (c) to care for a child or a spouse or parent who has a serious health condition or (d) because of the Association member's own serious health condition or (e) qualifying exigency leave, or (f) military care

giver. If leave is due to birth or adoption, or to care for an ill parent, and both spouses are District employees a total of twelve (12) weeks of leave will be provided.

- c. Leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the birth or adoption. The District may require confirmation by a health care provider of the Association member's need for family leave.
- d. "Child" is defined as a biological, adopted, foster child, stepchild, or a legal ward who is under eighteen (18) years of age or incapable of self-care due to a mental or physical disability. A "serious health condition" is one caused by injury, impairment, illness, or physical or mental condition that involves (a) in-patient care, or (b) continuing treatment by a health care provider.
- e. Family leave shall be without pay for all or part of the leave. However, the Association member may choose or the District may require the Association member to use his/her accrued paid leave as part of family leave. Health benefits provided under any group health plan will be continued for the duration of the leave at the level and under conditions coverage that would have been provided if the Association member had continued in employment during the leave.
- f. The family leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth and other leave provisions provided in this Agreement provided that the FLMA and related regulations shall determine whether FLMA and any other leave may overlap.
- g. An Association member who plans to take family leave must provide the District with written notice at least thirty (30) days in advance, unless the family leave is not foreseeable, in which case the Association member must notify the District of the expected leave within one working day of the beginning of the leave.
- h. Upon returning from family leave the Association member is entitled to be returned to the same position he/she previously held or as otherwise provided in the Family Medical Leave Act and Board policy.
- i. Two (2) weeks before the Association member's anticipated return-to-work date, the Association member must report to his/her supervisor to give notice of his/her intention of returning to work.
- j. If an Association member fails to report for work within three (3) work days after the date on which he/she was to have returned to work, that Association member will be presumed to have voluntarily resigned his/her position with the District.

Attendance Incentive Program:

- a. Annual Conversion of Illness, Injury, Emergency, and Family Care Leave: Each January any eligible Association member who at the end of the immediately previous calendar year shall have accumulated in excess of sixty (60) days (480 hours) of unused illness, injury, emergency, and family care leave may elect to receive remuneration for unused illness, injury, emergency, and family care leave earned the previous year at the rate of twenty-five percent (25%) of the Association member's current full-time daily rate of compensation for each full day (8 hours) of eligible illness, injury, emergency, and family care leave (a maximum of three (3) days or twenty-four (24) hours in any one calendar year). Any such election shall be made by written notice to the Human Resources Office during the month of January on forms provided by the District. All illness, injury, emergency and family care leave days converted pursuant to this section shall be deducted from the Association member's accumulated illness, injury, emergency and family care leave balance. Any such annual conversion of accumulated illness, injury, emergency and family care leave shall be subject to the terms and limitations of

Washington state law.

- b. Conversion of Illness, Injury, Emergency and Family Care Leave Upon Separation or Death: Any eligible Association member who shall separate or die while employed by the District, may elect (personally or by his/her personal representative as appropriate) to convert accumulated unused illness, injury, emergency, and family care leave days to monetary compensation at the rate of twenty-five percent (25%) of the Association member's full-time daily rate of compensation at the time of termination from employment or death for each full day (8 hours) of eligible illness, injury, emergency, and family care leave, up to a maximum of one hundred eighty (180) days (1,440 hours). An Association member separating from employment must be eligible for conversion of illness, injury, emergency and family care leave for compensation. Any such conversion of illness, injury, emergency and family care leave upon separation or death shall be subject to the terms and limitations of Washington state law.

Bereavement Leave—Short-Term Compensated:

- a. Approval must normally be sought at least twenty-four (24) hours in advance of the anticipated absence. In cases where this is not possible, the employee is obligated to contact his/her building or unit administrator or other appropriate authority at the earliest possible moment.
- b. The total number of hours of short-term leave without loss of pay may not normally exceed the sum total of twenty-four (24) hours (3 days) for any one individual in any one (1) school year for the following purpose:

Bereavement: Personal bereavement occasioned by the imminent or actual loss of a member of the individual's family or a close personal friend.

- c. A family member is construed to mean spouse, children, mother, father, legal guardian, sister, brother, grandfather, grandmother, aunt, uncle, nephew, niece, cousin, and in-laws.

Jury Duty Leave—Compensated:

Upon receipt of a jury summons, the Association member will notify his/her supervisor who will contact the Human Resources Office. The Association member should provide the name of the court, the judge's name, and the date of the summons.

The Human Resources Office will, if requested by the Association member, attempt to have him/her excused from jury duty. In cases where the Association member is required to serve, this will be compensated leave.

Subpoena Leave—Compensated:

An Association member will be granted subpoena leave as may be required by the subpoena, and shall be paid his/her regular salary up to and including fifteen (15) days, EXCEPT when he/she is the plaintiff or defendant in such action.

This exception shall not apply when the Association member is named as plaintiff or defendant for events or actions arising out of the performance of his/her duties for the District.

Where officially documented written statement(s) are acceptable as testimony by the court, the Association member should make such arrangements.

In serving as a witness the Association member will make a maximum effort to minimize the amount of time spent away from his/her employment.

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

Adoption Leave—Compensated:

- a. Adoption leave shall be granted with pay upon timely application to the Human Resources Office to a parent in order to complete the adoption process, providing such leave does not exceed an aggregate of five (5) days in any given year. (If both parents are District employees, a total of five (5) days will be provided for a family.) Such leave may be used for court and legal procedures, home study, and evaluation, and required home visitations by the adoption agency not possible to schedule outside of regular school hours.

Military Reserve/National Guard Active Training Duty—Compensated:

Military Reserve or National Guard active training duty, whenever possible, should be scheduled during authorized vacation periods to prevent conflict with the principal/associate principals' contractual or work obligation to the District.

When compulsory military educational or military circumstances do not allow training during authorized vacation periods the following guidelines shall apply:

- a. The Association member shall provide a copy of orders and proof that such duty is mandatory and is his/her annual active duty training.
- b. Absence for active training duty shall not exceed twenty-one (21) days per year.
- c. The Association member shall experience no loss of pay or benefits for the authorized twenty-one (21) days.

Religious Observance Days—Compensated:

Association members for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization will be granted leave without loss of pay for up to two (2) days.

A request for such leave shall include a statement describing what reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization is to be observed. The Association member must submit his/her request to his/her supervisor as far in advance as possible.

An Association member taking religious leave may be required to make up missed days prior to opening of school, winter or spring holiday, or after the close of school, as may be mutually determined by the principal/associate principal and his/her immediate supervisor.

Personal Business Days and Significant Organizational or Personal Situations, Substitute Costs Borne by the District and/or the Individual:

The Association and District recognize that an Association member may need to absent himself/herself from assigned duties during the regular school day and school year to handle matters of personal business, to carry out leadership roles in non-school connected community organizations, attend special family events,

or other similar matters of significance. The District affirms that its employees should play an active role in the community without unusual personal penalties or sacrifices.

The District recognizes two chief kinds of short-term compensated leave:

1. Personal business leave, and
2. Significant situations leave

A. Personal Business Leave Day/Compensated:

- 1) A personal business leave will be afforded to an Association member to attend to matters of bona fide importance not easily feasible to handle outside of regular working hours. The nature of the problem may lack clear elements of urgency and risk, and are of a lesser magnitude than would qualify for emergency leave. The business should be a matter of bona fide necessity and importance and not mere convenience, and the scheduling of the activity is beyond the control of the Association member. Emergency situations should be handled in provisions under Employee Illness, Injury, Emergency, and Family Care Leave.
- 2) It is not intended to be used as a free-floating personal holiday and/or for the intentional extension of a holiday period or weekend for social and recreational purposes. (See significant personal situations)
- 3) It may be applied retroactively to travel delay situations when the Association member can make a credible case that the delay was reasonably unforeseen, unavoidable and was fully beyond his/her control and that all appropriate efforts were made to minimize the working time lost, (i.e., seeking all alternative available means of travel, etc.).
- 4) It does not normally apply to self-determined hazardous driving conditions in the immediate geographical area of the Association member residence when the District has determined schools will be open.
- 5) Personal business is deemed to be of the nature or similar to one or more of the following:
 - a. Attend a meeting with an attorney; reading of a will, close escrow, etc.
 - b. Meet or assist in the departure of a guest by plane or train
 - c. Attend a wedding, baptism, family reunion, graduation, etc.
 - d. Obtain a second physician's opinion in a health matter
 - e. Attend a political convention/meeting or organization meeting in another city
 - f. Attend a "playoff" in an athletic competition of self, child, spouse, etc.
 - g. Receive an honor or to attend a gathering honoring a spouse, child, parent, etc.
 - h. Attend small claims court, divorce, hearing, etc.
 - i. Other urgent business similar to those listed in items (a) and (h) above
- 6) The District will make available as needed, a total of three (3) days of personal business leave each school year for an Association member for which the cost of the substitute will be borne by the District. The District will automatically carry forward up to two (2) days of personal leave into subsequent leave years. Administrators will be allowed to have a maximum personal leave accrual of five (5) days inclusive of up to two (2) days carryover and the current years three (3) days entitlement. Leave in excess of the two (2) days at the end of the leave year will automatically be cashed out at the Association member's per diem rate.
- 7) The Association member may request up to two (2) additional personal leave days with the member bearing the cost of the substitute for the reasons outlined above.

- 8) The parties acknowledge that the District's first and foremost responsibility is to provide an effective instructional program for the students. Non-emergency personal business leaves to management staff may need to be proportionately curtailed within the number of qualified substitutes available at various times during the school year and on certain days of a school week. The District and Association will make every reasonable effort to recruit qualified personnel to expand the substitute list to reduce the number of limitations that will need to be made for people applying for leaves.
- a. It is essential that a school year opens and closes in an effective and businesslike manner which requires the presence of the regular principal/associate principal. Personal business leave will not normally be granted during the first five (5) days and last ten (10) days of a school year, exceptions allowed only for clearly stated and compelling reasons.
 - b. The parties recognize that the demand for substitutes does vary at different time periods for a variety of reasons. The District will give first priority to the assignment of available substitutes to replace a principal/associate principal who is ill or injured. It may limit the number of personal business leaves allowed on any one day to 2% (1-2 Association members) of the total District management staff as require a replacement with a substitute on any day of anticipated high demand.
- 9) Application for personal business leave should be made as far in advance as possible and not less than twenty-four (24) hours in advance to allow the District ample opportunity to determine if a qualified substitute is available and the Association member can be released.
- a. An Association member will not be required to provide a verbal or written explanation in his/her request for a one (1) day personal business leave. (Exception is the retroactive travel delay.)
 - b. An Association member requesting two (2) or more consecutive days of personal business leave should provide a verbal explanation to his/her immediate supervisor and may be required to indicate in writing the reasons for the request.

B. Significant Personal Situation Leave; Compensated Individual Funds; Substitute Costs:

- 1) The parties acknowledge that periodically an Association member will have an occasion of personal significance that may require an absence of more than the basic five (5) days allowed for personal business leave for an Association member during the school year. The reason may have many more elements of social and recreation than is intended for regular urgent personal business leaves. These situations are deemed to be of the nature or similar to one or more of the following:
- a. Accompany a spouse on a business trip or prize trip to Hawaii, Europe, etc.
 - b. A marriage anniversary trip
 - c. Attend a family or similar reunion in a distant city or country
 - d. Visit with a seriously ill family member
 - e. Assist in the first few days with a newborn grandchild, etc.
 - f. Attend a convention for a fraternal organization, political party
 - g. Other events of a similar nature
- 2) The Association member may utilize any annual and accumulated District funded personal business leave days available to him/her in conjunction with the individual funded leave days for this purpose. It is anticipated that utilization of this significant leave by an Association member is not an annual event and may be limited to one leave in a three-four (3-4) year time period.

- 3) The Association member will apply for a personal significant situation through a letter and application to the Executive Director of Teaching and Learning, (specific to their level) as far in advance as is possible and normally not fewer than ten (10) working days. The final decision to allow the leave will be made by the Superintendent or his designee. Each request will be judged on its own merit. A check for the cost of the days of a substitute to be funded by the Association member will accompany the application.
- 4) An Association member may appeal a denial of this kind of leave only to the school board whose review decision shall be final. Such appeal is limited to the grounds that the rejection of the request was arbitrary and capricious and/or invidious to the applicant or specific group of employees of the District.

10. EXTENDED CONTRACTS

The District will extend principals' or associate principals' contracts when, in the estimation of the District the individual Association member is needed on an extended contract at his/her current rate of pay.

*An example is summer school supervision.

Rate of pay for the purposes of this provision is based on that person's annual salary, divided by the number of contracted days of work under this contract.

11. INSURANCE AND FRINGE BENEFITS

The following shall remain in place until the School Employees Benefits Board (SEBB) is fully implemented. At that time, all benefit options and contribution rates shall revert to the SEBB established policies and guidelines.

Effective immediately any funds left in insurance pool not utilized for health insurance purposes may be used for short-term disability coverage.

Health insurance will be provided on the same basis as other employee groups.

The District will make available an amount equal to the State allocation enhanced by \$12.00 per month for each FTE employee for the payment of costs of group insurance program premiums.

The District shall make available \$973, or the state allocation, whichever is higher, during each school year to every FTE Association member for the payment of group health insurance program premiums. The District agrees to pool earned, but unused health benefit contributions in accordance with RCW 28A.400.280.

Each Association member is provided \$300,000 level term life insurance, and \$600,000 of accidental death and dismemberment insurance.

Association members have mandatory participation in the Long-Term Disability plan. Premiums are funded from fringe benefit dollars.

Association members may elect to pay premiums and participate in Short-term Disability Insurance, Accidental Death and Dismemberment, and Additional Life Insurance. Association members may also elect to participate in cancer insurance, accident insurance, flexible medical spending accounts, and dependent care assistance plans.

VAPA shall be entitled to provide input through the District's Insurance Oversight Committee or other

appropriate means regarding the availability of various supplemental insurance plans in which employees may participate at their expense.

The District shall carry comprehensive general liability, automobile liability and umbrella liability insurance. Limits of liability protection are \$2,000,000 bodily injury and property damage combined single limit. Corporal punishment is included in bodily injury coverage.

Regarding automobile liability a VAPA member's personal automobile insurance will respond first to an automobile liability insurance claim. The District policy would be excess. The District's automobile liability limits are \$2,000,000, plus the District's umbrella liability for combined bodily injury and property damage.

The District carries board of directors' liability protection against error or omission claims to the limit of \$2,000,000.

In the above conditions members of VAPA are insured while performing their assigned duties.

Mandatory Insurance Programs: The Dental, Vision, and Audio Plan which requires participation by the entire membership and includes coverage for employees and dependents, and Long-Term Disability.

Long-Term Disability: This is a mandatory plan in which the District pays the premium from fringe benefit dollars.

Voluntary Insurance Programs: Kaiser Health Plan, WEA Select PPO 2, PPO 3, PPO 5, EC-A, EC- B, Basic, and QHDHP plans, Short Term Disability Insurance, AD&D and Additional Life Insurance, Cancer Insurance, Accident Insurance, Flexible Spending Accounts for Medical and Dependent Day Care costs, and Health Savings Accounts.

12. STIPEND

The District will provide a \$3,500 stipend three (3) times during the Association member's final five (5) years of employment with the District. To receive the stipend an Association member must participate in a District- approved project.

13. REOPENERS

There are no reopeners for salary items. It is agreed that the Association and the District will each have the option of bringing two (2) discrete topics to the negotiation table during the spring/summer of 2019.

14. PERSONAL PROPERTY LOSS AND DAMAGE

The District or its insurer(s) will reimburse the VAPA member as obligated by statute, for loss or damage otherwise not covered by the member's private insurance coverage to personal property caused while such employees are engaged in (1) the maintenance of order and discipline, or (2) the protection of school personnel, school property, or students.

The District agrees to budget \$5000 per year for the purpose of reimbursing VAPA members whose personal property, including clothing and automobile, is lost or damaged as a result of theft and vandalism. It is understood that the total claims reimbursed will not exceed the budgeted amount. The District shall promulgate reasonable rules and regulations outlining the procedures and documentation needed for payment of a reimbursement claim. Those rules shall be governed by the following provisions:

- a. The use of a VAPA member's personal equipment at his/her work site or at another

location must have the prior written approval of the VAPA member's supervisor.

- b. Loss or theft of cash is not covered.
- c. Theft or vandalism must have occurred while the VAPA member was performing assigned duties/responsibilities.
- d. The VAPA member must report the theft or vandalism to the appropriate law enforcement agency within forty-eight (48) hours of knowledge of the incident, and a copy of said report must be provided to the VAPA member's supervisor.
- e. The VAPA member must complete a Proof of Loss and Claim Reimbursement form and attach any receipts or cost estimates that explain the amount of theft or vandalism.
 - 1. The claim for reimbursement must be made to the VAPA member's supervisor within ten (10) days of the theft or vandalism or the claim is deemed waived by the VAPA member.
- f. The VAPA member must exhaust his/her own insurance recovery possibilities before being eligible for reimbursement from the District. Upon District approval of a VAPA member's claim, the VAPA member may be reimbursed up to \$500.
- g. Reimbursement claims shall be filed for amounts not less than ten dollars (\$10), but no more than five hundred dollars (\$500) for each loss.
- h. Repair and replacement costs shall be based on the most current and available estimate of current value, rates, and/or prices.
- i. Reimbursement of VAPA member claims will occur in June. The amount of reimbursement up to a maximum of five hundred dollars (\$500) depends on the number of claims filed with the District. The District will make every effort to see that each VAPA member receives an equitable share of the five thousand dollars (\$5000). For example: If there were twenty (20) claims for five hundred dollars (\$500) each employee would receive \$250.

15. TRAVEL REIMBURSEMENTS

Members will be reimbursed under District travel regulations for travel to include in-District mileage reimbursement.

16. SUBSTITUTES

Substitutes will be provided for principals and associate principals if available.

17. DISCIPLINE

The District affirms that general principles of "progressive discipline" will be utilized and applied in correcting behavior of a VAPA member. It must be recognized by both parties that there are offenses that may, because of their magnitude, preclude progressive discipline.

A VAPA member shall be entitled to have present two (2) representatives from VAPA during any disciplinary action which would result in an adverse effect on the Association member's employment status.

Any complaint made against a VAPA member by any parent, student or other person shall be brought to the attention of the VAPA member(s) within five (5) working days from the time said complaint comes to the attention of the District.

All Association members who have completed less than three (3) consecutive school years of employment as a principal with the District, or one year after completing at least three years of employment as a principal in another district, are subject to the provisions of RCW 28A.405.230 regarding the transfer of administrators to subordinate certificated positions.

18. HOLD HARMLESS POLICY

The Vancouver School District will provide legal assistance to an Association member regarding claims against the member arising out of performance of employment duties while acting in the scope of his or her performance. If the investigation of the alleged conduct reveals that the member was acting outside the scope of employment or the conduct would be considered a criminal conduct, then the Vancouver School District, because of possible conflict of interest, would no longer be obligated to provide legal assistance.

The District shall provide liability insurance protection for each Association member covered by this Agreement in case of suits, actions, or claims against the administrator and/or the District arising from, or out of the member's performance, or failure of his or her employment; provided however, that the District shall not be obligated to assume any costs or judgments held against the member when such damages are proved to be due to the member's willful negligence, willful violation of the law, or criminal act as determined by a court of jurisdiction.

19. GRIEVANCE PROCESSING PROCEDURES

A VAPA member has the right to express a complaint to his or her immediate supervisor regarding working conditions. If the complaint cannot be resolved by the immediate supervisor, then an appeal for resolution can be made to the office of the Superintendent within ten (10) days of the immediate supervisor's decision. The office of the Superintendent will review and investigate said complaint and render a final decision within ten (10) days after the dispute is submitted to the office of the Superintendent.

If the conflict is not resolved to the satisfaction of the Association member through the office of the Superintendent and if the problem is directly related to a decision made by the Superintendent, the complaint shall be referred in writing within seven (7) days to an adjustment board composed of two (2) representatives appointed by the District, who are not employees, officers, or officials of the District or the Association; and two (2) representatives appointed by the Association, who are not employees, officers, or officials of the Association or the District.

The adjustment board shall meet to hear the dispute within thirty (30) days from the date of referral. Any decision by a majority of the adjustment board shall be fixed and binding on each party. The number of days specified may be waived by mutual consent of both parties.

Should the adjustment board fail to reach a majority decision; either party may request the services of a mediator. The mediator's services shall be advisory and non-binding, with the mediator's costs to be equally split between the parties.

20. TRANSFERS

The District will make every effort to notify VAPA members of transfer prior to June 1, although it is understood that changes can and will be made after June 1 to meet urgent needs of the District.

An Association member who is being transferred from one building to another will be allowed at least two (2) days of release time to support the transition. The release time will be with or without a substitute depending on need (i.e., a substitute would generally be provided in buildings where the transferring administrator is the sole administrator or other equally compelling situations).

21. PRINCIPAL/ASSOCIATE PRINCIPAL POSITION INTEREST REGISTER/REASSIGNMENT

The Superintendent may periodically transfer building administrative staff. Notice of transfer shall generally be given to the administrator by June 1; the parties acknowledge that circumstances may arise, which will render notice by June 1 impossible and that timely notice, in light of the circumstances, is all that is expected in such cases.

Between February 1 and March 14 of each school year, Association members will be given the opportunity to make themselves available for lateral transfer (same pay level)/promotion consideration for the ensuing school year. The registration process will be accomplished by electronic mail and will include a listing by job title

Association members will be considered available and interested in all schools for any position level in which they indicate interests.

All available and interested Association members will be given consideration for any vacancies. Interviews of candidates will be at the District's discretion. If the District chooses not to interview any given candidate, the candidate will be informed that he/she is not being considered and will be provided the reason(s) upon request. The general method of consideration will be to afford each interested candidate with a non-specific (i.e., District-wide) interview by appropriate District staff. Such interviews will generally occur in February/March and will be used to provide input to the Superintendent in making selections for subsequent vacancies. It is not expected that the District will re-interview candidates for positions that they have been interviewed for within the last one-to-two years.

22. SUBSTITUTE RELEASE FOR TEACHER SELF-ASSESSMENT

The District agrees to provide Association members with an administrative substitute and a teacher "floating" substitute during the month of September to allow quality time for administrators and teachers to meet and review teacher self-assessments and goal setting. The amount of substitute time will generally be limited to the time necessary to allow for thirty (30) minutes of discussion per teacher supervised. Assessment times will be aggregated in half-day or full-day units to optimize the use of the substitute. Additional time may be approved by the Principal's supervisor and the Human Resources Administrator if circumstances warrant.

23. THE SUPERINTENDENT'S TEAM

The Superintendent's team will meet annually in the spring with VAPA members to obtain input for the ensuing year on (1) administrative and support needs for administrators, and (2) professional development planning for administrators.

Planning for Administrative Resources: An annual meeting will be scheduled on the calendar for February of each year. The meeting will be held outside of the school day to allow for participation by all building administrators. The purpose of the meeting will be to allow for substantive engagement of administrators in planning for the ensuing year in the following areas:

- a. Administrative staffing of schools to include use of certificated administrators and/or special staff (ProTech, TOSA's, etc.)
- b. Administrator resource needs (technology, equipment, etc.)

- c. Administrator professional development to include utilization of the funds specified in Section 4: Professional Meetings

The District will share information regarding issues, resources, and priorities for the ensuing year and allow for workgroup input, analysis, discussion, and response/suggestions to the Superintendent regarding planning and decision making.

24. SPECIALIST POSITIONS

The District and the Association may periodically agree to designate "specialist" positions as VAPA membership positions or agree to remove such positions from VAPA membership. When positions are so designated, agreement will also be reached as to the category (Principal or Associate) and the salary schedule for such positions. The District and Association agree to the following Designations:

- a. **Fir Grove/G.A.T.E. Administrator:** This position is designated and compensated at the Elementary School Principal level: Class III.
- b. **iTech Preparatory Administrator:** This position is designated and compensated equally between the Middle School and High School Principal level: Class VII.
- c. **Lieser Campus Administrator:** This position is designated and compensated at the Middle School Principal level: Class III.
- d. **Vancouver Flex Academy Administrator:** This position is designated and compensated at the Elementary School Principal level: Class III.
- e. **Vancouver School of Arts and Academics Administrator:** This position is designated and compensate equally between the Middle School and High School Principal level: Class VII.

25. MENTORING NEW ADMINISTRATORS

The District will orient new administrators to the mentoring program of the Association of Washington School Principals (AWSP) and will encourage participation the program. The AWSP program may be supplemented by a District initiative when justified by need and at the discretion of the Superintendent. Exploration of need can be initiated by the Association or the District.

26. EMERGENCY SCHOOL CLOSURE AND REPORTING

Assuring that the building in weather related emergencies and having a plan in place so students, facility, and staff are properly accounted for is considered a fundamental responsibility of a school administrator.

As such administrators need to develop a plan and check on that plan during a weather related emergency. Administrators may work in the building or from home during weather related emergencies. The principal is accountable for the plan's execution and documentation of implementation. Plans may not violate established employee job descriptions.

27. PERFORMANCE EVALUATIONS

Both parties agree to be in compliance with state and federal mandated performance evaluations. In the absence of a mandate, both parties agree to bargain a performance evaluation system.

ADDENDUMS

HALF-TIME MIDDLE SCHOOL ASSOCIATE PRINCIPALS

Stipulations Governing Half-Time Middle School Associate Principals

1. Salary:

- a. .5 from teacher salary schedule
- b. .5 from VAPA salary schedule

2. Length of Contract:

- a. 180 half days as teacher
- b. 217 half days as associate principal

3. Staff Development:

- a. One-half of the approved amount for non-supervisory certificated employees and one-half the amount for VAPA members

4. Insurance and Fringe Benefits:

- a. Full administrative benefits

5. Life Insurance:

- a. Same as other administrators

6. Professional Dues:

- a. Same as full-time VAPA member

7. Leaves:

- a. In accordance with this Management Team Agreement

HALF-TIME ELEMENTARY SCHOOL ASSOCIATE PRINCIPALS

Stipulations Governing Half-Time Elementary School Associate Principals

1. Salary:

- a. .5 from teacher salary schedule
- b. .5 from VAPA salary schedule

2. Length of Contract:

- a. 180 half days as teacher
- b. 217 half days as associate principal

3. Staff Development:

- a. One-half of the approved amount for non-supervisory certificated employees and one-half the amount for VAPA members

4. Insurance and Fringe Benefits:

- a. Full administrative benefits

5. Life Insurance:

- a. Same as other administrators

6. Professional Dues:

- a. Same as full-time VAPA member

7. Leaves:

- a. In accordance with this Management Team Agreement

Principals – Associate Principals Salary Schedule July, 2018 – June, 30, 2019			
Class	Position	Steps	Salary
I	HS Principal	5	148,631
		4	144,916
		3	141,200
		2	137,484
		1	133,768
II	MS Principal	5	141,200
	Home Connect	4	137,670
		3	134,140
		2	130,610
		1	127,080
III	ES Principal	5	133,768
	Flex Academy	4	130,424
		3	127,080
		2	123,736
		1	120,391
IV	HS Associate	5	130,796
		4	127,526
		3	124,256
		2	120,986
		1	117,716
V	MS Associate	5	124,850
		4	121,729
		3	118,608
		2	115,487
		1	112,365
VI	ES Associate	5	118,905
		4	115,932
		3	112,960
		2	109,987
		1	107,015
F	iTech Prep Principal	5	144,916
	VSAA Principal	4	141,292
		3	137,670
		2	134,047
		1	130,425
\$2,000 Added compensation for an earned Doctorate (\$1,000 for half-time Associate Principals)			

Principal – Associate Principals Salary Schedule
July 1, 2019 - June 30, 2020

Class	Position	Steps	Salary 2019-2020
I	HS Principal	5	153,090
		4	149,263
		3	145,436
		2	141,608
		1	137,781
II	MS Principal	5	145,436
	Home Connect	4	141,800
		3	138,164
		2	134,528
		1	130,892
III	ES Principal	5	137,781
	Flex Academy	4	134,337
		3	130,892
		2	127,448
		1	124,003
IV	HS Associate	5	134,719
		4	131,351
		3	127,983
		2	124,615
		1	121,247
V	MS Associate	5	128,596
		4	125,381
		3	122,166
		2	118,951
		1	115,736
VI	ES Associate	5	122,472
		4	119,410
		3	116,349
		2	113,287
		1	110,225
F	iTech Prep Principal	5	149,264
	VSAA Principal	4	145,531
		3	141,801
		2	138,069
		1	134,338
\$2,000 Added compensation for an earned Doctorate (\$1,000 for half-time Associate Principals)			