

Auburn School District No. 408  
Auburn, Washington

EMPLOYMENT AGREEMENT  
With  
AUBURN ASSOCIATION OF  
WASHINGTON SCHOOL  
PRINCIPALS

1. RECOGNITION AND COVERAGE OF AGREEMENT

Auburn School District No. 408 recognizes the Auburn Association of Washington School Principals as the exclusive representative of all principals and assistant principals; hereinafter referred to as principals or employee(s). For the duration of this agreement, per diem is defined as 1/220 of the principal's base salary.

2. MEMBERSHIP ON MANAGEMENT TEAM

It is understood that principals are active and cooperating members of the district's management team. In this role, they are expected to assume a responsible role in the administration of the school district.

3. RIGHTS OF THE EMPLOYER

It is agreed that the statutory, customary, and usual rights, powers, functions, and authority of management are vested in the management officials of the district. Without in any way limiting the generality of the foregoing, this will include rights in accordance with applicable laws and regulations to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The district will retain the right to maintain efficiency of the district operation by determining the methods, the means, and the personnel by which such operation is conducted.

The right to make reasonable rules and regulations will be considered acknowledged functions of the district. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the district will give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

4. RIGHTS OF EMPLOYEES

It is agreed that the employees, in the units defined herein, will have and will be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association will be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the district or any other governmental body, group, or individual. The district will take whatever action is required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the district to encourage or discourage membership in the Association. Each employee will have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the district.

## 5. DISCRIMINATION AND AFFIRMATIVE ACTION

Neither the district, nor the Association, will discriminate against any employee subject to this agreement on the basis of race, creed, color, sex, national origin, age, marital status, or because of the presence of any sensory, mental, or physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the handicapped person or others.

The Association agrees with and supports the concept of affirmative action. Therefore, the parties mutually agree to use their best efforts to ensure that this Agreement will not be in conflict with or inconsistent with the district's affirmative action program. Should issues arise which are inconsistent between this Agreement and the district's affirmative action program, such issues will be resolved consistent with RCW 49.60.

## 6. RIGHTS OF THE ASSOCIATION

The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the district on matters of concern, either orally or in writing; to consult or to be consulted with respect to the formulation, development, and the implementation of industrial relations matters and practices which are within the authority of the district; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the units.

## 7. LENGTH OF CONTRACT

All building administrators will be on a twelve-month contract. Student/staff winter/mid-winter/spring vacation periods will be on a stand-by basis with the exception of the senior high school where one (1) administrator will be on site during these periods.

## 8. CONFORMITY TO LAW--SAVINGS CLAUSE

If any provision or application of this Agreement to any member of this Association is found contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications will continue in full force and effect. Existing policies, rules, regulations, procedures, or practices not in conflict with this Agreement will remain in full force.

No change, rescission, alteration, or modification of this Agreement in whole or in part will be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.

## 9. HOLIDAYS/VACATIONS

The following will be considered holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, New Year's Eve. When any of the aforementioned holidays falls on Saturday, Sunday, or on a day on which school is held, an equivalent day will be given at the convenience of the district. The employee may choose to work one or more of these days in exchange for additional time off with approval of the superintendent or designee.

Employee shall be granted twenty (20) vacation days at the beginning of each work year, exclusive of school holidays as defined in RCW 28A.150.050, as it now exists or is hereafter amended or recodified. Vacation days shall be prorated if employee is hired after the beginning of the work year and/or if the employee leaves before the end of the current work year. Employee must obtain authorization from the superintendent/designee before using vacation days.

**Vacation Limits:** Vacation limits will be audited on June 30<sup>th</sup> of each year. Vacation carryover will be limited to twice the amount of an employee's annual accrual.

**Vacation Annual Cash Out:** Employees are eligible to cash out up to five (5) days of vacation annually at their per diem rate of pay so long as a minimum of ten (10) days is maintained.

**Cash Out of Vacation Upon Separation/Retirement:** At separation, employees are entitled to cash out any accumulated vacation up to thirty (30) days. An employee may not cash out more than thirty (30) days of cumulative personal leave or vacation prior to retirement if doing so would result in excess compensation liability under the Department of Retirement System (DRS) rules.

**Vacation to Extend Employment:** Vacation cannot be used to extend employment at separation or retirement without approval from the Superintendent or designee.

Individuals, who notify the district prior to April 1<sup>st</sup> that they are retiring, will be eligible for a stipend equal to two (2) days at per diem. This stipend is a one-time benefit. The benefit will come in the form of a Closure Responsibility Contract, which compensates retirees for removing personal belongings from their workplace.

July will generally be viewed as the preferred time vacation should be taken unless the superintendent/designee determines that such vacation would disrupt the normal activity of the school district. Any unused vacation days exceeding the limits set forth herein or which are unused by the date of separation of service from the district shall be deemed forfeited.

#### 10. LICENSES AND CERTIFICATES

It will be the responsibility of the principal to meet and maintain the qualification for any license or certificate required to hold the position assigned.

#### 11. SICK LEAVE

A principal under contract for the school year will receive twelve (12) days annual leave for personal illness or injury. Unused leave may be accumulated to a maximum number of days included within the principal's work year. Principals hired during the year will be entitled to the number of days based on the maximum allowable and computed in direct relationship to the number of contracted days in the year, rounded to the nearest half-day. A grant of sick leave in excess of five (5) consecutive days must be verified by a written statement from a physician, including the dates of absence and the release of the Employee to return to work. The principal must submit, through Employee Access (Time Off), their time off request within forty-eight (48) hours after return to work.

Compensation for accrued but unused sick leave shall be as provided in the statute of the State of Washington as now or hereinafter amended.

## 12. EMERGENCY LEAVE

A maximum of three (3) paid days will be allowed annually for absences owing to suddenly precipitated problems which are of such a nature that preplanning was not possible or could not have relieved the necessity for the principal's absence. The superintendent or designee will determine the appropriateness of such leave and will have sole authority to grant or deny all requests for emergency leave. Such leave will be deducted from that accumulated pursuant to paragraph ~~10~~ 11 above. Additional emergency leave may be granted at the discretion of the superintendent/designee.

## 13. BEREAVEMENT LEAVE

Bereavement leave is intended to provide time for the principal to attend to the arrangement for and/or attend services of individuals included in a. through d. of this subsection. Bereavement leave will be allowed as follows:

- a. Death of spouse, domestic partner, son, or daughter, or other member of the household: up to five (5) days.
- b. Death of father, mother, parent surrogate, sister, brother, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren or any other relative who is a member of the principal's household or of whom the principal is the sole support: up to three (3) days.
- c. Death of a relative not listed above, or a close, personal friend: one (1) day of bereavement.
- d. At the discretion of the superintendent, or designee, two (2) additional days of emergency leave may be granted for the purpose of accommodating extended travel. Emergency leave is deducted from your sick leave bank.

## 14. CONFIDENTIAL/PERSONAL LEAVE

Personal leave of two (2) days with pay will be granted to each building principal per year. If possible, personal leave should be scheduled at least 48 hours in advance. Personal leave may not be used during the first week or last week of school without prior permission and extenuating circumstances. Principals may accumulate up to six (6) personal leave days. At the beginning of each year, each principal may elect to maintain and use the earned personal leave days or exchange the days for additional staff development money on a yearly basis. The exchange rate per day would be equal to one day per diem for that building principal.

Personal leave cash out will now occur as per the teacher's agreement.

Employees in year 29 and beyond will receive two days of per diem pay each year in lieu of personal leave.

## 15. LEAVES OF ABSENCE

The authority to grant leaves of absence rests with the Board upon the recommendation of the superintendent or designee.

A leave of absence may be granted as outlined below.

The granting of a leave of absence constitutes a contract with reemployment consistent with Board of Directors' policies, regulations, and procedures at the termination of the leave.

a. Sabbatical Leave of Absence

- (1) Sabbatical leave will include that period agreed upon and will not exceed one (1) contract year.
- (2) Sabbatical leave will be for a program directly related to the principal's area of proficiency and endeavor. The program may be schooling, travel, or research.
- (3) Selection of principals will be made on the basis of a determination that personal capabilities as well as general teaching and educational practices will be improved.
- (4) Applicants will have a minimum of six (6) years of service in the district.
- (5) One principal may be granted leave during any one (1) period of time.
- (6) The application form will be submitted to the superintendent or designee by March 1 preceding the contracted year for which the leave is requested.
- (7) Final decision will be made by the superintendent or designee with the approval of the Board.
- (8) A principal accepted for leave must guarantee, in writing, that the principal will return to the district for a period of not less than one (1) full year or refund the total stipend, unless the district agrees to release said principal without obligation.
- (9) A principal on leave will receive fifty percent (50%) of the salary scheduled for that period of leave. Payment of the salary will be by monthly stipend, which will be forwarded to the principal on the regular monthly pay day.
- (10) A principal on leave will receive the benefit of all provisions of tenure and salary schedule.
- (11) A principal on leave will submit, at least quarterly, a progress report including official transcripts, if applicable.

b. Short-term Educational Leave

The purpose of selecting principals to participate in short-term educational opportunities will be for the improvement of the educational program. Workshops, institutes, curriculum development, and other recognized educational opportunities will be considered short term.

- (1) Authorized costs of short institutes and workshops will be paid by the district, if the district requires such attendance or considers such participation in the district's best interest.
- (2) Funds will be a part of the money allocated for the total educational leave program and will not exceed one-third (1/3) of the total allocation unless the money allocated for the sabbatical leave program is not used.

- (3) Principals on short-term leave will receive their regular salary.
- (4) Participants will be chosen by the superintendent or designee with the approval of the Board.

c. Legal Commitments

A principal who is subpoenaed to appear in court on school district business or is called for jury duty will have deducted from pay the amount earned for serving in that capacity.

d. Professional Improvement Leave

Leave for professional improvement which may involve rescheduling of the principal's work time will be handled on an individual basis by the superintendent or designee.

e. Childrearing Leave

Childrearing leave shall be granted in accordance with provisions of board policy and federal legislation as in the case of the Family Medical Leave Act and Paid Family Leave Act as now or hereinafter amended.

f. Building Coverage During Leave

When a building level administrator is going to be out of the building for three (3) or more consecutive days, the district will attempt to provide coverage, on a case-by-case basis, by utilizing administrative interns, retired administrators, or others as deemed appropriate to cover the building in their absence.

## 16. GRIEVANCE PROCEDURES

The purpose of the grievance policy will be to provide a means for the resolution of personnel problems. Principals are urged to use the following procedure whenever they feel that school district action has aggrieved them in any manner:

Step 1: Discuss problem with the immediate supervisor within ten (10) days of its occurrence. During this discussion, an attempt will be made to arrive at a mutually satisfactory solution.

Step 2: 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) days of the meeting. The immediate supervisor will provide a written answer within ten (10) days of receipt of the statement.

Step 3: If the problem has not been resolved at Step 2, the grievant will provide a written statement of the problem stating the resolution desired to the superintendent of human resources or designee. The superintendent of human resources or designee will provide a written answer within ten (10) days of receipt of the statement.

Step 4: If the problem has not been resolved at Step 3, the grievant will provide a written statement of the problem stating the resolution desired to the superintendent designee. The superintendent or designee will provide a written answer within ten (10) days of receipt of the statement.

Step 5: If the problem is not resolved at Step 4, the grievant will provide a written request for a hearing with the Board of Directors to the president of the Board. A hearing will be scheduled within thirty (30) days. The decision of the Board will be final.

#### 17. EVALUATION

The evaluation of building administrators will follow the Teacher and Principal Evaluation Project (TPEP). Evaluation Building administrators will be evaluated on the comprehensive evaluation once every six (6) years. Building administrators who were **overall** proficient ~~and/or~~ distinguished **the previous year, and who qualify, may request to be** placed on a focused evaluation.

#### 18. SALARY DEDUCTIONS

Payroll deductions will be taken automatically from district employee salary warrants for the following purposes:

- a. Withholding tax payments for the federal government.
- b. Social security payments for the federal government.
- c. Retirement payments for the state retirement system.
- d. Employee's share of SEBB benefits.**

Upon written request, the following deductions may be made:

- e. Local professional dues.
- f. Payments to the United Way.
- g. Payments for tax-sheltered annuities from companies officially recognized by the Board. (The district, in cooperation with the Association, will consider adding other tax-sheltered annuity plans or deleting current plans under APA deductions.)
- h. Payments of United States Savings Bonds, providing at least forty (40) certificated personnel participate.
- i. Payment for the **Gesa** Credit Union will be allowed through payroll deduction.

#### 19. INSURANCES

**The District shall make available to all eligible employees the mandatory and optional group insurance programs offered by the School Employees Benefits Board (SEBB) under the rules and regulations adopted by SEBB. Benefits offered by SEBB include, but are not limited to, medical, dental, vision, long-term disability, life insurance, a Medical Flexible Spending Arrangement (FSA) and a Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for medical insurance.**

## 20. DISTRICT RESPONSIBILITY

In cooperating with the Association in Paragraph 18 and 19 above, the district acknowledges only that degree of responsibility for the action(s) of any agent or agency in its agreement to cooperate with the employee under this section.

## 21. INDUSTRIAL INSURANCE

An employee covered by Workers' Compensation and State Industrial Insurance will, upon loss of time due to a job-related injury or illness, be paid sick leave in the amount of the difference between regular pay and compensation received from the State Department of Labor and Industries. Determination of illness or injury will be made by the Washington Department of Labor and Industries. The full amount of sick leave will be paid for the first three (3) days of absence. Should an employee later receive compensation from the Department of Labor and Industries for the first three (3) days of absence, the amount paid the employee will be credited to the district from monies due the employee in the next payroll period. That portion of sick leave paid, as determined by the ratio of regular sick leave and State Industrial Compensation, will be charged against the employee's accrued sick leave.

## 22. PROTECTION OF PRINCIPALS

- a. Any principal who is threatened with bodily harm, or actually harmed, by an individual or a group while carrying out assigned duties will notify the superintendent or designee, as soon as possible, who will take immediate steps in cooperation with the principal to provide every reasonable safety precaution.
- b. The Board will protect principals by maintaining liability insurance through the Washington School Risk Management Pool.
- c. Upon determination by the Board of Directors that a principal has been physically disabled because of a personal assault arising out of and/or in the course of employment, the Board of Directors will grant the injured leave of absence with pay in the amount of the difference between his/her regular pay and compensation received from the State Department of Labor and Industries for a period not to exceed one (1) year, per the powers granted to the Board by RCW 28A.58.000(15). The principal's absence will not be deducted from leave days.
- d. The injured principal will undergo such medical examinations by such examiners as are requested by the Board of Directors and when found fit for duty will return to employment.
- e. The principal will, as a condition of receiving benefits under sub-paragraph c., execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury in the amount of the compensation received pursuant to Section c., but not to exceed the amount of such proceeds. Such assignment will be in the form prescribed by the prosecuting attorney's office of King County.
- f. Principals 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 business office. The letter will include a full statement describing the assault; listing all damages incurred and noting the date, hour,



and witnesses.

## 23. ANNUAL DUES

The Employee shall have his/her annual national and state dues in the Association paid in full by the district.

## 24. REIMBURSEMENT FOR JOB RELATED EXPENSES

- a. Principals who utilize their personal automobiles for travel in the course of their work will receive mileage reimbursement at the established district rates.
- b. Those covered under this agreement who utilize their personal cellular phones for making job related calls will be reimbursed through the Payment Request by Warrant form. The rate will be the exact cost of the call as billed (if higher than 0) or at the per minute rate beyond the calling plan.

## 25. OPTIONAL DAYS

Twelve (12) optional days will be distributed in installments over the contract year of the Agreement, and will be listed on a supplemental contract and compensated at the per diem rate of pay. These days are available to each employee covered by this bargained Agreement and will be used as authorized by the superintendent as stipulated in the individual employment contract.

Optional time may include but is not limited to the following kinds of purposes:

- a. Employee evaluation.
- b. School accreditation.
- c. School reform and pupil achievement.
- d. Attendance at college-level courses or workshops related to areas of professional responsibility.
- e. Staff and/or administrative meetings.
- f. Issues related to the leadership and/or management of individual school buildings other than PTA/PTSA, ASB, or athletic/activity responsibilities.
- g. Grant writing or state reporting.
- h. Other purposes if approved by the superintendent/designee.

It is the responsibility of each principal to maintain records related to verification of time served and the task fulfilled for that time. In the event the appropriate document cannot be provided, adjustment to pay will occur.

## 26. PROFESSIONAL GROWTH

Employees covered by the terms of this bargained agreement shall be allocated \$1,500 per year for the purpose of professional growth. Further, said allocation shall be accruable up to the amount of \$4,500. Building funds may be used to cover the direct and indirect costs any professional learning/development the discretion of the employee, including, but not limited to:

- Travel to conferences/workshops
- Accommodations at conferences/workshops
- Materials to support growth/development

Employees covered by the terms of this bargained agreement shall be allowed to designate up to 50% of the balance of their professional growth monies to assist in paying off student loans incurred by the employee.

## 27. TECHNOLOGY STIPEND

Building administrators will receive an annual technology stipend of \$1,500 upon the completion of the Technology Stipend Agreement with the district each year of the agreement. The agreement requires the signature of the employee and supervisor to activate the stipend and must be returned to Human Resources so that payment processing can occur.

## 28. PROFESSIONAL STIPENDS

Individuals that have earned principal Professional certification, superintendent credentials, National Board certification or a Doctorate degree are entitled to a professional stipend. The stipend for principal Professional certification is \$1,000 per year; superintendent credentials or National Board certification is \$2,000 per year (unless the state or federal government provide a stipend); and the stipend for a Doctorate degree is \$3,000 per year. The total amount an individual can receive under this section is capped at \$5,000 per year.

## 29. PRINCIPAL STRATEGIC LEADERSHIP HOURS

The Principal Strategic Leadership hours provide building administrators 50 optional hours for the purpose of strategic leadership beyond an 8 hour work day for strategic planning to support the District and School Improvement plans. Focus of the Principal Strategic Leadership hours will be communicated to the superintendent/designee through the evaluation system. Hours will be submitted using the district system for recording extra hours. Principal Strategic Leadership hourly pay will be paid at the employee's per diem rate.

## 30. COMPENSATION

- a. The principal salary schedule is a two-step schedule.
- b. For longevity purposes, administrators covered by this salary and explanation sheet will receive a longevity enhancement to the base salary as outlined in the chart below. The years of is based on years of service in education:

20 years total and/or	10 years admin	2%
	15 years admin	3%
	20 years admin	4%

- c. Supervision will be compensated at the rate of \$20 per hour for overall management of staff supervisors and crowd control and direct supervision of students, including travel time to out-of-district events/activities occurring at times clearly beyond the principal's work day/schedule. Supervision must occur with the knowledge of the immediate supervisor and compensation for supervision shall not exceed eight (8) hours on any one day. Request for compensation must cite the student activity requiring supervision, the number of hours supervised, and include the approval of the immediate supervisor.
- d. Should the legislature provide increased compensation for certificated teaching staff, a limited opener will be held to determine how the increase would be passed through to those covered under this Agreement.

### 31. EVALUATION ASSISTANCE

Situation may arise during the year that lead to an administrator needing additional assistance in the evaluation process. Situations that may result in the request for additional assistance could be, but is not limited to:

- hardship
- overall number of evaluations
- extenuating circumstances (plans of improvement, etc.)

In the event that a principal requests release time for the purpose of completing evaluations, a substitute administrator will be sought without the three day absence requirement.

### 32. MENTORS

The superintendent or designee will select a mentor to support new principals in the first year of employment in the district as a principal and compensate the mentor with a \$1000 stipend.

### 33. STAFF REDUCTIONS

In the event the district anticipates reducing the number of principals, the district will review the plan with the executive board of AAWSP before the matter is scheduled for action by the Board and provide the association with an opportunity to discuss alternatives and impacts on programs and employees.

### 34. BUILDING TRANSFERS

It is generally understood that principals are hired to a district and not to a specific building. Based on district needs, the district retains the right to transfer principals to positions of equal status which afford statutory job protection and comparable pay. 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 and timely notice in light of circumstances is expected. Building administrators will have a minimum of 48 hours' notice before the announcement of the transfer.

If a principal is involuntarily transferred to another position, he/she may request to meet with the superintendent within 24 hours of his/her 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.

When a principal moves to a subordinate position (i.e.: from principal to assistant principal) and the assignment is not made due to unacceptable performance or made at the principal's written request, the principal will be considered a "Principal on Special Assignment", retaining his/her and spoke pay and statutory job protection until the base salary step within the new position's pay level matches (or closely exceeds) the employee's current base salary step within the new positions level and their classification of "Principal on Special Assignment" will be converted to their appropriate new position title.

35. TRANSFER TO OPEN POSITION

No later than May 15 of each year, the district shall communicate with the building administrators to indicate if a principal is interested in staying in his or her building and position; is interested in the equivalent position in a different building at the same level; is interested in changing levels from an assistant principalship to a principalship; or is interested in potential central office administrative positions. The district will let prospective candidates for a new or different assignment know what the experience allowance will be at an appropriate time prior to official appointment.

36. TERM OF AGREEMENT

The term of this agreement will be from July 1, **2021** to June 30, **2022 and will reflect at 4% increase, inclusive of IPD to the salary schedule.**

FOR AUBURN SCHOOL DISTRICT NO. 408

By: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

FOR AUBURN ASSOCIATION OF  
WASHINGTON SCHOOL PRINCIPALS

By: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_