

# AGREEMENT

## Washougal School District 112-6 and Principals Association of Washougal July 1, 2010 – June 30, 2013

### **Preamble**

Since the district and building level administrative staffs, the members of the board of directors and the superintendent are all members of the management team, all management team members have a leadership role in the management of the school district. This agreement defines the employment relationship and conditions for principals and associate principals.

The persons serving in an administrative capacity within the school system hold positions of great responsibility and trust. The Board of Directors values their commitment, their loyalty and their efforts for students, staff and community above and beyond the bare essentials of the job. Given the extraordinary nature of that commitment, the district extends latitude regarding many employment conditions, relying upon trust and good faith.

Recognizing that relationship of trust, this document is not a conventional collective bargaining agreement. These conditions have been arrived at through consultation and discussion of the parties. Accordingly, some provisions describe a system that works in practice. When need for change arises, those changes will be arrived at in a collegial fashion, recognizing that the Board of Directors and superintendent always retain ultimate authority.

The Principals Association of Washougal (PAW) represents principals and associate principals in the Washougal School District.

### **Section 1. Work Year**

#### **Annual Contract Work Year**

The work year shall be 12 months from July 1 through June 30, consisting of 222 contract days for principals and 217 contract days for associate principals except as provided below. (See Exhibit B for contract and actual workdays)

Due to planning, circumstances which require attendance, and/or other work-related activities, administrators may count non-traditional workdays, i.e., Saturday, Sunday or holidays, as work days in exchange for previously identified days in the contracted work year, with approval by the superintendent or designee.

### **Section 2. Compensation/Salary Schedule**

#### **A. Salary**

The salary schedule is set forth in Exhibit A. The District and PAW shall undertake a collaborative review and compilation of the information from the contracts of the following comparator districts at the end of the term of the contract period. The comparator districts will include Longview, Camas, Kelso, Ridgefield, Woodland and Hockinson. It is understood that the District will always attempt to pass through COLA dollars granted to certified staff, to principals and associate principals for each year of this agreement.

**B. TRI**

Time, Responsibility, and Incentive: Each administrator will be compensated for TRI responsibilities based on five (5) days at per diem rate per year. This TRI payment will be used to compensate administrators for responsibilities that extend into the evenings and/or beyond the specified contracted number of days, to prepare for the opening, closing of school, end of term assessments, etc. TRI is calculated on contract days. (See Exhibit A for TRI schedule)

TRI compensation will be in the form of a contact paid out in 12 equal monthly installments beginning with July payroll.

**C. Advanced Education Allotment**

MA + 45	\$500
MA + 90	\$750
MA + 135	\$1,000
PHD/EDD/JD	\$1,500

**D. Additional Per Diem Workdays**

Any administrator authorized to work additional days by the superintendent shall be paid at their per diem rate of pay or prorated, if less than one full day. The prorated amount shall not be less than the amount for a half day. These are days which are beyond the number of agreed upon administrative workdays.

**E. Extra Duty Days**

An administrator with 25 years of experience as an educator may apply to the superintendent for extra duty days in the Washougal School District. An administrator may apply three times during his/her last five years of employment to up to ten extra days per year. These days will be listed on a supplemental contract and compensated at the per diem rate of pay.

Extra duty days may include, but is not limited to, the following kinds of purposes:

- Researching and planning a new program
- Serving as a consultant for staff training
- Curriculum development
- Recruiting and scouting prospective employees
- Developing and teaching a class for Washougal employees
- Coordinating a textbook adoption

**Section 3. Insurance and Fringe Benefits**

**A. Health Insurance**

Health insurance will be provided on the same basis as other employee groups plus \$75 per month for each administrator to be used for health insurance. This \$75 is exempt from the pooling process.

## **B. Employee Benefits**

The district will pay the cost of long-term disability insurance coverage and group life insurance policy (partial) with a face value of \$100,000 per member.

## **Section 4. Professional Development**

### **A. Professional Growth Fund**

Recognizing that commitment needs to be made by administrators and the district to continue professional development, the district will provide an annual professional fund per principal/associate principal not to exceed \$2,000 for professional development projects and activities. This fund may be utilized for tuition reimbursement and per diem pay for attendance at conferences and in-service training on non-contract days. This allotment may be carried over a maximum for three years (for a total of four years).

### **B. National Conference Attendance**

The district supports the cost of administrators each year to attend national conferences. The cost shall not be charged to building budgets and /or professional funds and shall not exceed \$1800 per principal/associate principal. A rotating list will be established so that principals and associate principals have the opportunity to attend every three years. Travel requests will be submitted to the associate superintendent for approval.

### **C. Professional Association Memberships**

The district will provide dues for membership in the Association of Washington School Principals (AWSP), including national dues. The district will also pay for comprehensive dues to the Washington State Association for Supervision and Curriculum Development (WSASCD) and the National ASCD.

## **Section 5. Principal/Associate Principal Evaluation**

Principals and associate principals will be evaluated on the district form, which will be assessed annually and revised through a collaborative process as necessary. Principals will evaluate associate principals.

## **Section 6. Leaves**

Administrators will receive the same leave benefits afforded certificated employees, including unused leave redemption. Due to their longer work year, members will receive three days of personal leave per year, which may be carried over to a maximum of five.

## **Section 7. Principal Transfers**

**A. Transfer of Building Administrators**—The superintendent may periodically transfer building administrators. Notice of transfer 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 then timely notice in light of the circumstances is all that is expected in such cases.

In the case of transfer, the district will provide building coverage to allow the incoming administrator to spend up to two days in his/her new building prior to the end of the student school year.

Transfers to a subordinate position (28A.405.230) and non-renewal (28A.405.210) will follow statutory due process requirements.

### **B. Open Positions**

Prior to filling administrative vacancies, building administrators shall have an opportunity to request to be considered for a transfer to the open position. Such a request for transfer shall be made in writing to the superintendent prior to the position being posted. Once a position is posted, any administrator may apply and compete for appointment to the open position.

A building administrator who is an unsuccessful candidate for an open building position may request from the superintendent the reasons for his/her non-selection.

### **Section 8. Discipline**

The district affirms that general principles of “progressive discipline” will be utilized and applied in correcting behavior of an administrator. The parties recognize that there are offenses that may, because of their magnitude, preclude progressive discipline.

A PAW member shall be entitled to have present a representative from the association during any disciplinary action that would result in an adverse effect on the administrator’s employment status.

Any complaint made against an administrator by any parent, student or other person shall be brought to the attention of the administrator within five working days from the time said complaint comes to the attention of the district.

### **Section 9. Increase Enrollment**

The District and the Association realize that increased student enrollment in a school can create increased responsibilities for principal(s). The District and the Association will consider alternative methods for providing assistance to the building administrator(s) when substantial student enrollment increases occur. Assistance may include, but not be limited to, additional building administrator (part or full time), a stipend (to be mutually agreed upon between PAW and the District), or release of a certified staff member (part or full time to a Dean of Student position).

### **Section 10. Hold Harmless Policy**

The Washougal School District will provide legal assistance to an administrator regarding claims against the administrator arising out of performance of duty while acting in the scope of his/her performance. If the investigation of the alleged conduct reveals that the administrator was acting outside the scope of employment or the conduct would be

considered a criminal conduct, then the Washougal 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 administrator covered by this agreement in case of suits, actions or claims against the administrator and/or the district arising from or out of the administrator's performance or failure of his/her employment; provided, however, that the district shall not be obligated to assume any costs or judgments held against the administrator when such damages are proved to be due to the administrator's willful negligence, willful violation of the law or criminal act as determined by a court of jurisdiction.

## **Section 11. Contract Terms**

### **A. 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, alternation or modification of this agreement in whole or in part will be valid unless the same is ratified by both the district and the association and reduced to writing.

### **B. Total Agreement**

This contract represents the total agreement between the parties regarding the employment of the administrators by the district. There are no verbal agreements, which modify its terms.

### **C. Term of Agreement**

This agreement will be effective July 1, 2010 and will remain in effect until June 30, 2013.

### **D. Discrimination and Affirmative Action**

Neither the district nor the association will discriminate against any administrator 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.

### **E. Re-opener Clause**

This agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

**Section 12. Personnel Files**

Administrators or former administrators shall, upon request, have the right to inspect all contents of their complete personnel file kept within the district. Upon request, a copy of any documents contained therein shall be afforded the administrator at district expense. No secret, duplicate, alternate or other personal file shall be kept anywhere in the district.

No evaluations, correspondence or other material making derogatory reference to an administrator's or former administrator's competence or character of manner shall be kept or placed in their personnel file without the administrator's knowledge and right to attach his/her own written comments. Such derogatory information shall be brought to the administrator's attention within ten (10) days.

Dated this     day of September 2010

**Principal Association of Washougal**

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Laura Bolt, PAW President

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Teresa Baldwin, Superintendent

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Date

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Date