# COLLECTIVE BARGAINING AGREEMENT BETWEEN THE

# FIFE SCHOOL DISTRICT BUILDING ADMINISTRATORS ASSOCIATION AND THE

# **FIFE SCHOOL DISTRICT**

July 1, 2023 through June 30, 2026

## **ARTICLE 1: RECOGNITION AND ROLE OF PRINCIPAL**

# **Section 1.1: Recognition of Association**

Fife School District Board of Directors recognizes Fife School District Building Administrators Association (FSDBAA) as the exclusive representative of all school site administrators, including Principals and Assistant Principals. Hereinafter, this group shall be referred to as "building administrators." This agreement and any subsequent amendment to it shall become effective upon ratification first by the Association and then by the District. It shall thereafter be executed by the authorized representatives thereof.

## Section 1.2: Recognition of the Building Administrator as a Member of the Management Team

The building administrator shall be considered a key administrator in the organizational structure of the school district and a contributory member of the management team. The position shall be recognized as one of executive educational leadership in the service of the school. The professional level of trust, commitment and understanding of the building administrator and their role, recognizes the time, commitment and flexibility required to carry out administrative and leadership duties and responsibilities. Building Administrators (i.e. Principals and Assistant Principals) are salaried administrators, and as such, their work time is defined as that necessary for each person to conduct the activities and fulfill the responsibilities of the position.

### **ARTICLE 2: CONDITIONS OF WORK**

# Section 2.1: Work Year/Contracted Days

Work year for building administrators will be as follows: 260 days for principals and assistant principals.

Building administrators will have the ability to utilize five (5) flex location days during non-student days. Building administrators are not required to remain on district property during these days. However, in all instances, building administrators will answer all phone calls and will check and respond to emails. Additionally, they must be able to physically report to the district or school office and at least one administrator must be able to physically report to the district or school office within one hour. Flex location days must be recorded in Substitute Online.

# Section 2.2: Vacations

All full-time (260 day) administrators shall have thirty (30) days of vacation annually, exclusive of holidays, beginning with the 1st day of July of each contract year. Up to 30 days of unused vacation may be carried forward from one contract year to another.

Vacations when school is in session may be taken only with advanced approval from The Superintendent (or Superintendent's Designee). The expectation is that vacation days will be taken on non-student attendance days whenever possible, and no advanced approval is needed for use of vacation on non-student attendance days.

Administrators will be allowed to cash out up to ten (10) days of unused vacation, at per diem, per year (as defined in Section 3.1) at the end of the contract year. Up to a maximum of 30 unused vacation days may be cashed out at the current per diem rate upon separation in good standing from the District. Good standing does not include resignation in lieu of termination or termination for cause. Timesheets must be submitted to payroll by May 31st to be paid in June.

## Section 2.3: Holidays

All full time (260 day) administrators, shall receive the 12 following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after, Day before Christmas, Christmas Day, and the Day after Christmas. When there are 260 days in the contract year full time 260 day administrators, under this agreement only, will receive an additional one floating holiday to be used on the day of their choice.

#### **Section 2.4: Staff Reductions**

In the event the District anticipates reducing the number of building administrators, the District will review the plan for reductions with the Association no later than April 15<sup>th</sup> and 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.

## **Section 2.5: Building Transfers**

Notice of transfer, including rationale, shall generally be given to the building 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 expected. Building administrators will have a minimum of 3 business days before announcement of the transfer.

If a building administrator is involuntarily transferred to another position, they may request to meet with the Superintendent within 3 business days of their written notification of the transfer. If such a request is made, the District will not make a District-wide announcement of the building administrator's transfer until after the employee has met with the Superintendent.

When a building administrator 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 administrator's written request, the building administrator will retain their pay and statutory job protection until a base salary step within the new position's pay level matches (or closely exceeds) the employee's current base salary step, at which point they will be placed on an appropriate salary step within the new position's level.

# **Section 2.6: Due Process**

A building administrator is entitled to have an Association representative present during any meeting that may result in a disciplinary action. Prior to any final disciplinary action that may affect a building administrator's continued employment or compensation, the employee will be provided with an opportunity to respond to the allegations that have been made and may have an Association representative present at that meeting.

### **Section 2.7 Leaves**

A. Personal/family Illness, Injuries and Emergencies—Employees shall be granted up to twelve (12) days

per year for personal illness, injuries, and emergencies. Leave days will be granted at the beginning of the school year. Employees hired after the beginning of the school term or who resign or retire during the school term will receive prorated leave days. Building Administrators may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they may cash-out unused sick leave days in January of the school year following any year in which more than sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced by four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month, a maximum of twelve (12) days per year and/or 180 days. At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury, up to a maximum of 180 days of accumulated leave.

For the purposes of this provision, retirement shall be defined as when an employee is eligible to receive benefits under Washington State Teachers Retirement System (WSTRS).

Building Administrators will receive 'Shared Sick Leave' benefits as permitted by law and district policy.

- B. Personal Leave Building Administrators shall be granted three (3) days of personal leave. Such leave is non-accumulative.
- C. Subpoena Leave Building Administrators shall be granted leave of absence without loss of pay when subpoenaed to testify on behalf of the District in District-related matters. Travel shall be reimbursed at the district approved rate. Any financial reimbursement to the Building Administrators for witness fees shall be deducted from the Building Administrators' salary to the extent of the reimbursement.
- D. Unpaid Leaves Building Administrators may request leaves of absence without pay at any time. Upon recommendation of the Superintendent and approval of the Board of Directors, leaves without pay and benefits may be granted to certificated Building Administrators who have completed a full year of satisfactory service in the District.
- E. Jury Duty Building Administrators shall be granted leave of absence with pay while serving as a member of a jury.
- F. Bereavement Leave Building Administrators shall be granted up to five (5) days of leave per occurrence per year (non-accumulative) for absence caused by a death in the family. Employees shall be granted one (1) day per year per occurrence (non-accumulative) for absence due to the death of a close personal friend. The employee shall notify their supervisor when such leave is utilized. Additional bereavement leave may be granted by the Superintendent in other circumstances not covered by this section.
- G. Childbirth or Adoption Building Administrators shall have the option to use up to eight (8) weeks of sick leave at the time of childbirth or adoption for the purpose of child care and family bonding. If at the conclusion of the eight (8) weeks of leave, the employee verifies temporary disability, the employee shall receive eligible sick leave pay for that period of time they are disabled. Such sick leave pay is to be deducted from sick leave. Verification of temporary disability must be received from the attending physician. If the leave is scheduled to expire within 20 work days of the end of the semester or trimester, the Building Administrators may extend the leave to the end of that period of time.
- H. Military Leave Building Administrators who are active military reservists shall be granted leave

for active duty for training as may be required by Federal/State statutes.

I. Other Leaves — Other leaves may be granted upon recommendation of the Superintendent

#### **ARTICLE 3: SALARY AND BENEFITS**

# Section 3.1: Salary

The parties acknowledge a mutual goal to achieve and maintain Building Administrators' salaries as a means to recruit, train, and retain quality administrators.

The District will pass through any funding amount authorized and received from the state for salaries and benefits for the duration of this contract.

If state funding is reduced in a manner impacting the salary schedule, or other circumstances occur that the Association and District agree merit adjustment of the schedule, the parties shall convene bargaining to discuss such impacts.

Administrators shall receive a salary based upon placement on the salary schedule listed in Appendix A including increments for experience.

<u>Longevity</u>. Building Administrators who have completed the following years of administrative experience with the district will receive the following additional longevity stipends:

5-9 years = \$1500 10-14 years = \$3000 15-19 years = \$4000 20-24 years = \$5000 25+ years = \$7000

<u>Salary Schedule Placement.</u> Building Administrators will be placed on the salary schedule based on verification of similar administrative experience in a school district setting. For the purposes of this section similar could be defined as Assistant Principals and Principals.

<u>Enrichment Stipend.</u> The Building Administrators' professional responsibilities go beyond the work day, performing professional responsibilities in the evenings, on weekends or on holidays; preparing for staff development activities; attending staff development activities; attending evening events representing the District; traveling in the evenings and on weekends for District business; etc. The enrichment stipend will be paid monthly based on the salary schedule included herein.

<u>Per diem.</u> Per diem will be figured using base salary plus stipends as listed below divided by 218 days Building Administrators.

<u>Credential-Based Stipends.</u> Building Administrators will receive a stipend for achieving any of the following certifications while employed with the District:

The Principal National Board Certification increment is \$1000.00 The Superintendent credential increment is \$1000.00 The Doctorate degree increment enhancement is \$2000.00

<u>Special Projects.</u> The superintendent shall have the discretion of awarding supplemental stipends to FSDBAA members who agree to assume additional work responsibilities and time commitments beyond

their regular job duties at the superintendent's direction. The superintendent shall determine the amount of the stipend based upon the scope of the additional work and its impact on the focus, mission, or direction of the District.

#### Section 3.2 Benefits

<u>Health Insurance</u>. The District will follow guidelines and law around the administration of School Employees Benefits Board (SEBB) benefits.

<u>Cell Phone Stipend</u>. The District will provide a stipend of \$1000 per year for use by Building Administrators of their personal cellular telephone for transacting District business. Should an administrator choose to have the district provide a cell phone for the Building Administrator's district business, the district will provide a phone and participation in the District plan. In this situation, the Building Administrator will not receive the \$1000 annual stipend. The cell phone remains the property of the district and will be returned to the District when the Building Administrator separates from service.

<u>Travel Stipend.</u> The District will provide a stipend of \$1,000 per year for use by High School Building Administrators to support the unique extraordinary travel costs incurred due to work-related travel in private vehicles in accordance with school district policy and procedures.

<u>Auto Allowance:</u> The District will provide an auto allowance of \$500 per year for use by Building Administrators to support the costs incurred due to work-related travel in private vehicles in accordance with school district policy and procedures.

<u>Deductible Coverage for Vandalism.</u> Acts of damage that are clearly recognizable as vandalism to a Building Administrator's personal property while they are acting within the scope of their assigned employment obligations to the District shall be covered by their insurance policy, with the District reimbursing the amount of the deductible to a maximum of \$500.

<u>Tax-Deferred Annuity.</u> At the request of any Building Administrator and in accordance with applicable state statutes and regulations, the District shall periodically withhold and transfer an amount of salary determined by the administrator, to permit them to participate in tax deferred annuity programs.

# **ARTICLE 4: PROFESSIONAL DEVELOPMENT**

Individual Professional Development Funds. The District shall provide \$3,000 per administrator per year for expenditures on professional development and growth through professional educational association due, conferences, professional materials, and continued education. Professional materials shall include reference materials, other professional library materials, and other such items that align with or meet District and/or school goals. Continued education can include, but is not limited to, ProCert classes or programs, Superintendent credential classes or programs, or Doctoral classes or programs. The district will continue to fund each building administrator's AWSP dues. Professional development funds will be provided in conjunction with the District's fiscal year calendar (September 1 through August 31) and will not roll over. The purpose of these funds is to support the Professional Development of Building Administrators. Funding of professional development for other staff is not to be provided by this section.

#### **ARTICLE 5: EVALUATION**

Building Administrators will be evaluated using the AWSP Leadership Framework and as directed by state law (RCW 28A.405).

## **ARTICLE 6: PERSONNEL FILES**

Section 6.1: Building Administrators shall, upon request, have the right to inspect all contents of their complete personnel file kept within the district. A copy of any documents contained therein shall be afforded the Building Administrators. No secret, duplicate, alternative, or other personnel file will be maintained by the District.

Section 6.2: No evaluation, correspondence, or other material making derogatory reference to an Building Administrators' competence, character, or manner, shall be kept or placed in their personnel file without the Building Administrators' knowledge and right to attach their own comments. The Building Administrators will be notified within ten (10) days of receipt of such material.

#### **ARTICLE 7: BUILDING ADMINISTRATOR PROTECTION**

<u>Section 7.1: Hold Harmless Protection.</u> The District shall hold Building Administrators harmless and defend them from any financial loss, including reasonable attorney fees, for actions arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act, or failure to act, by such Building Administrator, on or off school property, provided such Building Administrator at the time of the act or omission was acting in a reasonable and prudent manner within the scope of their employment or under the direction of the District.

<u>Section 7.2: Liability Insurance.</u> The district provides liability insurance for each Building Administrator in the amount of at least \$1,000,000. This coverage shall be afforded in excess of any and all coverage that the Building Administrator may have at the time of the loss. The coverage is intended to cover the employee during school duties, while on school premises, and at school sponsored activities. There is no coverage if the claimant is involved in other than school function(s).

<u>Section 7.3: Assault.</u> Any case of assault, arising out of an employment-related situation, upon a Building Administrator shall be promptly reported to the District. The District shall render legal assistance to the Building Administrator in connection with handling of the incident by law enforcement and judicial authorities.

#### **ARTICLE 8: COMPENSATION AT TERMINATION OF AGREEMENT**

If a Building Administrator's employment terminates prior to the end of this contract, the total number of days worked will be compared to the total number of days that would have been worked if the Building Administrator had completed the contract. This ratio will be multiplied by the total salary to determine the amount of pay that has been earned to date and the last payment shall be adjusted accordingly. If the Building Administrator has still been overpaid for the number of days actually worked, they shall repay the excess salary within 30 days to the District (i.e. a 260 day Building Administrator resigns and leaves at 200 days, take total salary, divide by 260 days times 200 days = final salary).

### **ARTICLE 9: CONFORMITY TO LAW**

If any provisions of this agreement or any application of these provisions to any member of the Association shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. No change, revision, alteration or modification of this Agreement, in whole or in part, shall be valid unless the same is ratified by both the Board of Directors and the Association and endorsed in writing hereon.

#### ARTICLE 10.0 TERMS OF CONTRACT

The terms and conditions of this agreement apply to all Building Administrators (principals and assistant principals).

# **ARTICLE 11: AGREEMENT**

Section 11.1: Understandings

This Agreement is made and entered into between Fife School District and the Fife School District Building Administrators Association (FSDBAA). With the signing of the Agreement, the Board and the Association have reached a professional level of trust, commitment, and understanding.

Section 11.2: Duration

This agreement shall be in full force and effect beginn 30, 2026.	ing July 1, 2023, and shall continue through June
Paige Carroll, President Fife School District Building Administrators Association	Kevin Alfano, Superintendent Fife School District No. 417
Date	Date

# **Appendix A: Salary Schedule**

2023-2024								
		Elem AP	Elem Principal	MS/JH AP	MS/JH Principal	HS AP	HS Principal	
0	Base	\$138,903.54	\$158,472.84	\$145,848.03	\$164,812.73	\$154,879.04	\$176,697.63	
	Enrichment	\$2,395.00	\$2,773.00	\$2,515.00	\$2,842.00	\$2,671.00	\$3,047.00	
	Total	\$141,298.54	\$161,245.84	\$148,363.03	\$167,654.73	\$157,550.04	\$179,744.63	
1	Base	\$140,709.95	\$160,533.99	\$147,744.29	\$166,953.15	\$156,890.51	\$178,994.49	
	Enrichment	\$2,427.00	\$2,804.00	\$2,581.00	\$2,917.00	\$2,741.00	\$3,127.00	
	Total	\$143,136.95	\$163,337.99	\$150,325.29	\$169,870.15	\$159,631.51	\$182,121.49	
2	Base	\$142,538.56	\$162,620.51	\$149,665.92	\$169,124.23	\$158,931.58	\$181,322.01	
	Enrichment	\$2,458.00	\$2,804.00	\$2,581.00	\$2,917.00	\$2,741.00	\$3,127.00	
	Total	\$144,996.56	\$165,424.51	\$152,246.92	\$172,041.23	\$161,672.58	\$184,449.01	
3	Base	\$144,391.49	\$164,734.51	\$151,611.85	\$171,323.85	\$160,996.96	\$183,678.06	
	Enrichment	\$2,490.00	\$2,841.00	\$2,615.00	\$2,955.00	\$2,776.00	\$3,168.00	
	Total	\$146,881.49	\$167,575.51	\$154,226.85	\$174,278.85	\$163,772.96	\$186,846.06	
4	Base	\$146,268.72	\$166,875.99	\$153,582.10	\$173,549.89	\$163,089.82	\$186,065.82	
	Enrichment	\$2,522.00	\$2,878.00	\$2,649.00	\$2,993.00	\$2,813.00	\$3,209.00	
	Total	\$148,790.72	\$169,753.99	\$156,231.10	\$176,542.89	\$165,902.82	\$189,274.82	

2023-2024 Salary Increase - IPD (3.7%) +2% 2024-2025 Salary Increase - IPD +1% 2025-2026 Salary Increase - IPD +1%