
Collective Bargaining Agreement

TUKWILA SCHOOL DISTRICT, NO. 406



TUKWILA PRINCIPALS ASSOCIATION

July 1, 2021 - June 30, 2023

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Article I – Recognition Language

The Tukwila School District Board of Directors recognizes the Tukwila Principals' Association as the exclusive representative of all principals and assistant principals employed by the Tukwila School District No. 406 for the purposes of bargaining compensation, hours of work, and number of days of work in the annual employment contracts pursuant to RCW 41.59.080.

Article II – Contracted Salary

It is agreed that the principals and assistant principals will be paid in accordance with their placement on the attached schedule.

Article III – Work Year

1. Principals and assistant principals are on a twelve-month contract beginning July 1 and ending June 30. The daily rate will be determined on the basis of 260 (actual calendar workdays for each year, i.e. 260, 261, 262) workdays per twelve-month period minus vacation days and paid holidays (28+11=39). This calculation will be used for the purpose of 1) sick leave buyback; 2) vacation days buyback, and 3) calculation of hourly/daily rate.
2. Calculations: 260 workdays in year- 39 vacation/holidays = 221 days for daily rate

Article IV – Benefits

IV.1 Insurance

1. The state entitled benefit rate will be provided for full-time employees. The state entitled benefit rate is defined as the amount authorized by the state. Benefit payment rates for part-time employees will be pro-rated according to the fraction of the day and/or year worked.
2. The state entitled benefit, or prorated fraction for part-time employees, will be allocated first to the Group Benefit rate for dental insurance, second to the group benefit rate for vision insurance, and third to the group benefit rate for long term disability insurance. The remainder of the state entitled benefit (or prorated fraction for part-time employees) after allocation to dental insurance, vision insurance and long term disability insurance may be allocated to the group benefit rate for medical insurance. If the amount available for medical insurance does not cover the cost of the individual employee's medical insurance, the employee shall provide the difference through an authorized payroll deduction. Pooling will be calculated in October of each year.
3. In addition to the state entitled amount for benefits, the District will provide a \$30,000 life insurance plan for each employee working 70 hours or more per month.
4. All members of the Tukwila Principals Association will be entitled to participate in the VEBA plan for sick leave buy-out on an annual basis and at retirement, provided that the Principals' Association agrees to hold the District harmless from any penalties, interest, or other costs if the Internal Revenue Service (IRS) determines that the VEBA plan does not comply with IRS rules and regulations. Each year a vote shall be conducted to determine if employees shall have access to a VEBA Health Reimbursement Account (HRA). Contribution levels will be also set by an annual vote of members.

IV.2 Staff Development and Memberships

1. The District will provide in-service and professional growth and development that benefit the administrators as well as the District subject to budget limitations. Request(s) for such professional development expense shall be made to the Superintendent and shall be subject to final Board approval. The amount available for the 2021-22 and 2022-23 years of this agreement shall be \$1,500 per year per full-time administrator. The District agrees to pay for the association membership dues (AWSP) for each principal and assistant principal.

To encourage administrative involvement in the Tukwila community, the District agrees to pay for one Community Service Organization membership per year and required membership meeting expenses for each administrator per year; however, attendance at the regularly scheduled meetings of the selected Community Service Organization will be mandatory. The administrator's participation in the CSO will be by mutual agreement between the District and said administrator. It is acknowledged that it is reasonable for an administrator to decline to participate in an organization that would take them away from their regular job duties for an extended period of time on a regular basis.

2. The District may also provide other professional development activities for administrators relating to special projects, goals, or assignments.

3. Article V – Supplement Salary Amount

1. It is also agreed that each principal and assistant principal will be eligible to receive a supplemental salary amount of up to \$2,700 for completion of assignments or projects related only to School Improvement Plans (SIPs)/Board Goals as assigned by the Superintendent.
2. The determination of assignments, if any, will be mutually agreed upon by the administrator and the Superintendent at the initial goal setting session for the school year held between the administrator and the Superintendent. This meeting will normally occur by October 15, but in no case will be later than May 15.
3. Compensation will occur after the completion of each activity or after successful achievement of job targets as mutually agreed upon by the administrator and the Superintendent.
4. These supplemental amounts are separate from the administrators' base salary and are separate from the salary schedule. Future salary determination will be based on the administrators' base salary as identified in the salary schedule excluding the supplemental incentive amounts.
5. The administrator will have the responsibility to notify the Superintendent in writing by June 15th how s/he met his/her assignment and/or project as indicated during the initial goal setting session. It will be at the Superintendent's discretion on the amount of the supplementary salary amount, if any, that the administrator will receive. The supplementary salary amount, if awarded, will be paid on the July paycheck
6. It is also agreed that each principal will receive an annual supplemental salary amount based the MACC (Maximum Allocated Construction Cost) for projects specifically related to the 2016 Bond that will be completed by 2020. For the 2020-21 school year where construction is ongoing at Showalter Middle and Foster High, the agreement is as follows. The school administrator managing the project at Showalter will receive a prorated stipend of \$700. This is a factor of two months of a project MACC value of \$8.5 to \$16.9 million. The school administrator managing the project at Foster will receive a prorated stipend of \$833.33. This is a factor of a two months of a project MACC value of \$17+ million. (See table below.)

\$1,500,000 - \$4,299,999	\$2,700
\$4,300,000 - \$8,499,999	\$3,500
\$8,500,000 - \$16,999,999	\$4,200
\$17,000,000 +	\$5,000

Article VI – Bargaining Team Participation

Principals or Assistant Principals who are members of the District bargaining team will be compensated at their per diem rate of pay if they are required to participate in bargaining sessions on any weekend day or Holiday.

Article VII – Leaves

VII.1 Vacations and Holidays

1. Principals and assistant principals will have 28 days of vacation and observe 11 legal holidays from July 1 through June 30 of each year. Vacation days may be taken during winter vacation, spring vacation, and during the last week in June through the last week of July, unless inclement weather or other emergencies extend the school year beyond the third week in June. With the Superintendent's prior permission, vacation days may also be taken at other times during the year.
2. During winter or spring vacation, principals and assistant principals may work (telecommute) away from their assigned building for a total of two days per school year. Principals and assistant principals will communicate to their supervisors when the two days will be scheduled.
3. During winter, spring, or summer vacation, principals and assistant principals may work away from their assigned building while exercising the use of two (2) on-call days per school year. Principals and assistant principals will notify their supervisor when using an on-call day, will be able to report to the District (if called) within 90 minutes, and will remain on site until the matter is resolved or their daily shift has ended.
4. Summer Work Schedule. Principals and assistant principals have the option to work (4) four, 10 (ten) hours days during the month of July and first week of August.

VII.2 Emergency Leave

Principals and assistant principals may take up to five (5) days of emergency leave each year for the following reasons:

1. In the event of the death of a person not listed in the Bereavement Leave Policy; and/or
2. To care for a family member who is suffering from an extraordinary or severe illness or injury not covered in the Family and Medical Leave Act. Family member is defined as spouse, parent, stepparent, sibling, grandparent, mother-in-law, or father-in-law; and/or
3. For hardships or other pressing needs, which require absence during work hours for purposes of transacting or attending to the personal, legal business or family matters. The situation must be suddenly precipitated, or must be of such a nature that pre-planning is not possible, or such that pre-planning could not have eliminated the need for the leave. The situation must be one which is serious and unavoidable and of major importance, not one of mere convenience.
4. The following conditions apply:
 - a. Prior approval must be obtained from the employee's immediate supervisor or from a central office administrator.
 - b. Emergency leave days are non-accumulative and do not carry over from year to year.
 - c. Emergency leave will be deducted from the employee's sick leave.
5. Absences shall be reported within five (5) workdays of returning from leave.

VII.3 Vacation Buy-Back

1. Tukwila School District requires that principals and assistant principals utilize their allotted vacation time on non-student days. Vacation may be taken at other times with written pre-approval of the Superintendent. All leave must be documented via the district's electronic leave process.
2. It is realized that there may be times when the utilization of all vacation days may not be possible (i.e., staff negotiations, special projects, required training, staffing, etc.). The following provisions apply when a principal or assistant principal has to "carry-over" vacation days to the following contract year (defined as beginning July 1st):

- a. Vacation days not used by June 30th of each year (to a maximum of 10 days) will be carried over to the following school year.
- b. If the principal or assistant principal has more than 10 days of vacation carryover, a maximum of 10 of the excess days will be "bought-back" at the employee's June 30th per diem rate (with exception of buy-back provisions at retirement and related to VEBA.)
- c. The buy-back, if applicable, will occur on the July paycheck.

VII.4 Sick Leave Buy-Back

1. An attendance incentive (sick leave cash-in) program will be provided in accordance with Chapter 392-136 WAC.
2. Conversion of sick leave to dollars will meet the following guidelines:
 - a. An employee must have sick leave accrued in excess of sixty (60) days
 - b. A maximum of ten (10) or twelve (12) days may be converted, depending on the number of days you earn annually, minus sick leave taken within the last calendar year (January 1-December 31) and minus front-loaded sick leave days from January 1-August 31. The employee must maintain 60 days of accumulated sick leave.
 - c. Conversion will be one (1) day pay for every four (4) days sick leave. For each day paid, there will be a reduction of four (4) days of leave from your sick leave balance.
 - d. Conversion will be calculated on your current per diem rate. Applicable taxes will be applied.
 - e. Partial conversion is not allowed. If you elect to convert, all eligible days in excess of 60 will be converted.
 - f. This remuneration will not be included as earnable compensation for any retirement system.
 - g. Sick leave can be put into VEBA per state guidelines.

VII.5 Employee Protection

1. The District shall provide administrators with insurance protection covering those Administrators while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof. Such insurance protection must include as a minimum, liability insurance covering injury to persons and property and insurance protecting those employees from loss or damage of their personal property incurred while so engaged (28A.58.427) liability insurance for officers and employees authorized.
2. Any principal or assistant principal who is threatened with bodily harm 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 or assistant principal to provide every reasonable safety precaution.
3. The District will cooperate in the criminal prosecution of students who are apprehended or arrested for damage to property of administrators, which is damaged while the administrator is performing duties for the District.
4. The District will request restitution from parents of students for damage to property of administrators, which is damaged by such students.
5. Administrators shall not be required to drive students to activities, which take place away from the school building. They may do so voluntarily. In such event, they shall be covered by the District's excess liability insurance policy for any accident which may occur in connection with such trip and such coverage shall be consistent with the coverage so provided by the carrier and shall be secondary to the employee's own insurance.
6. Any case of assault upon an administrator shall be promptly reported to the Superintendent.

7. Whenever an administrator is absent from employment or unable to perform currently contracted duties as a result of unwarranted assault sustained in the course of employment, such absence will not be charged to accumulated sick leave and the District agrees to pay the difference between worker's compensation and the employee's regular salary scheduled amount.
8. Whenever an administrator is absent from employment and unable to perform contracted duties as a result of personal injury sustained in the course of employment, the employee will be allowed to use accumulated sick leave to make up the difference between worker's compensation payments and his/her regular individual salary payments. If allowed by law and if doing so, does not prevent qualifying for worker's compensation benefits.

Article VIII – Association and Superintendent Meetings

1. Association members will meet with Superintendent and his/her designee on a quarterly basis during the school year to discuss issues of concern to the Association membership other than compensation, hours of work, and the number of days' worked.
2. Association members will have an opportunity for participation and will provide feedback and input into the staffing models at their respective schools to the Superintendent and/or his or her designee.

Article IX – Principal Evaluation

The evaluation of principals and assistant principals shall emphasize a growth mindset, and therefore will follow the Association of Washington School Principals (AWSP) Leadership Framework, plus relevant RCWs and WACs, and must include the following:

IX.1 Scope of Evaluations, Notification and Deadlines

1. Scope of Evaluation. Building administrators will be evaluated on the comprehensive evaluation at least once every four years. Building administrators who were proficient and/or distinguished on the most recent comprehensive evaluation will be placed on a focused evaluation.
 - a. Building administrators on the comprehensive evaluation will be evaluated on all eight of the AWSP criteria.
 - b. Building administrators on the focused evaluation will be evaluated on one of the eight AWSP criteria that has been mutually agreed on with their evaluator.
2. Supervisor Notification. By September 1st, each building administrator will be notified in writing about the following:
 - a. The name of their evaluator.
 - b. The date of their goal-setting conference, to be no later than October 30th.
 - c. The scope of their evaluation (focused or comprehensive).
3. Fall Conference. At the fall conference. The building administrator will review self-assessment, goals, and needs with their supervisor. Building administrators on the focused evaluation will select one of the eight state criteria in collaboration with their evaluator to guide their work. Building administrators on the comprehensive evaluation system will discuss each of the eight state criteria with their supervisor.
4. Mid-Year Check-in. At the mid-point of the school year, building administrators will meet with their supervisor to review their progress during the 1st semester. This meeting will take place no later than February 25th.
5. End of Year Conference. Each building administrator and their supervisor will meet for an end of year conference by June 30th of each year. At this conference, the building administrator will discuss their performance as measured by the AWSP Leadership rubric (see <http://www.awsp.org/resources/leadershipframework>). The building administrator will be notified no later than the end of year conference.

IX.2 Observations

The building administrator shall be observed by their evaluator at least two times per school year for a total of 60 minutes. Observations shall be conducted in the natural course of the school day to capture the naturally occurring functions of a building administrator. Building administrators shall not be required to create presentations or organize activities for the sole purpose of being observed.

1. The first observation shall occur by November 25th and the second observation will occur by February 25th.
2. After each observation, and within 10 school days, the building administrator will receive written feedback on the observation.
 - a. For building administrators on the comprehensive evaluation, they will receive written feedback on each of the eight state criteria.
 - b. For building administrators on the focused evaluation, they will receive written feedback on the criterion they selected for that school year.
3. Each building administrator will receive a progress report by March 15th of each school year documenting their year-to-date performance. If the preponderance of evidence, as measured by the AWSP rubric (see <http://www.awsp.org/resources/leadershipframework>) suggests that their performance falls into the unsatisfactory range for any one element or criterion, the building administrator's supervisor will provide specific examples of the unsatisfactory performance and offer suggestions for how to adjust their professional practice moving forward.
4. A building administrator shall be notified by their evaluator as soon as it becomes apparent that he/she is not performing satisfactorily on one or more criterion. No building administrator shall receive a mark of "unsatisfactory" on an annual assessment unless he/she has received prior written notification of the deficiency and the steps necessary to show improvement.
5. The building administrator shall have at least four (4) weeks to demonstrate improvement. If in the judgment of the evaluator there has not been adequate improvement to meet the evaluative criteria after four (4) weeks, the evaluator may notify the building administrator that a plan of improvement is necessary.

Article X - Career Development Opportunity

Known vacancies will be e-mailed by Human Resources to all administrators and they will have (3) working days to respond to Human Resources. It is the responsibility of the staff member to notify Human Resources within the posting period of his/her desire to be reassigned to the vacant position.

Although every effort will be made to accommodate employee's desires in reassignment, it is understood that the Superintendent retains discretion on placement/reassignment of staff. Once a position is posted, any administrator may apply and will be granted an interview so that they may compete for appointment to the open position. A building administrator who is an unsuccessful candidate for an open position may request from the superintendent the reason for his/her non-selection.

Salary Schedule for 2021-2023

Salaries are calculated as a sum of the base salary plus a longevity adjustment (depending on longevity as an administrator in the district) of 0%, 1%, 1.5% or 2%. The District and Association further agree that when re-opening the contract, the total compensation will be calculated based on the six Roadmap Districts - Auburn, Federal Way, Highline, Kent, Renton, and Seattle - (not to include Tukwila) and both parties agree that the goal is to have Principal's/AP's salaries be at least the average total compensation of that group as the District budget allows.

Principal and Assistant Principal Salary Schedule, 2021-2022

<u>Step</u>	<u>EAP</u>	<u>EP</u>	<u>MSAP</u>	<u>MSP</u>	<u>HSAP</u>	<u>HSP</u>
<u>1</u>	<u>\$129,608</u>	<u>147,265</u>	<u>137,377</u>	<u>152,502</u>	<u>144,186</u>	<u>161,411</u>
<u>2</u>	<u>\$131,105</u>	<u>148,598</u>	<u>138,647</u>	<u>153,887</u>	<u>145,521</u>	<u>162,914</u>
<u>3</u>	<u>\$134,143</u>	<u>151,174</u>	<u>141,170</u>	<u>156,510</u>	<u>148,087</u>	<u>165,641</u>

- All positions receive a \$900 annual tools stipend, prorated to start date.
- Annual doctoral stipend is \$2,500.

1. Longevity in Tukwila:

Years	Increase Beyond Base Salary
0-5	Zero increase
6-10	1.0% of base
11-15	1.5% of base
16+	2.0% of base

Principal and Assistant Principal Salary Schedule, 2022-2023

<u>Step</u>	<u>EAP</u>	<u>EP</u>	<u>MSAP</u>	<u>MSP</u>	<u>HSAP</u>	<u>HSP</u>
<u>1</u>	<u>\$133,496</u>	<u>\$151,683</u>	<u>\$141,498</u>	<u>\$157,077</u>	<u>\$148,512</u>	<u>\$166,253</u>
<u>2</u>	<u>\$135,038</u>	<u>\$153,056</u>	<u>\$142,806</u>	<u>\$158,504</u>	<u>\$149,887</u>	<u>\$167,801</u>
<u>3</u>	<u>\$138,167</u>	<u>\$155,709</u>	<u>\$145,405</u>	<u>\$161,205</u>	<u>\$152,530</u>	<u>\$170,610</u>

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BOARD OF DIRECTORS

Tracy Russell – Rev. Janice Bolerjack – Dr. Bridgette Agpaoa-Ryder – Edna Morris – Dave Larson

SUPERINTENDENT

Dr. Flip Herndon

The Tukwila School District No. 406 complies with all federal rules and regulations and does not discriminate on the basis of race, creed, color, national origin (including language), religion, gender, marital status, sexual orientation (including gender expression or identity), veteran or military status, non-program, related physical, sensory or mental disabilities, or the use of a trained dog guide or service animal by a person with a disability. District programs shall be free from sexual and malicious harassment.

Inquiries regarding compliance or complaint procedures may be directed to the School District's Title IX/Section 504/RCW 28A.640 Compliance Officer or to the U.S. Department of Education, Office for Civil Rights.

Title IX/RCW 28A.640 Compliance Officer:

Aaron Draganov, Executive Director of HR & Labor Relations

Tukwila School District No. 406

4640 South 144th Street

Tukwila, WA 98168

Phone: 206.901.8005

E-mail: draganova@tukwila.wednet.edu

Section 504 Compliance Officer:

Jennifer Jones, Director of Special Education

Tukwila School District No. 406

4640 South 144th Street

Tukwila, WA 98168

Phone: 206.901.8035

E-mail: jonesj@tukwila.wednet.edu

U.S. Department of Education, Office for Civil Rights, Region X Henry M. Jackson Federal Building

Mail Code 10-9010

915 Second Avenue

Seattle, WA 98174-1099

Signature Page

DATED this _____ day of _____, 2021

FOR THE DISTRICT:

Tukwila School District, #406

Dr. Flip Herndon, Superintendent

FOR THE ASSOCIATION:

Tukwila Principals Association

Brett Christopher, Principal of Showalter Middle School