



Collective Bargaining Agreement
between
Tahoma School District
and
Tahoma Association of
School Principals

July 1, 2019 – June 30, 2022

**AGREEMENT BETWEEN
TAHOMA SCHOOL DISTRICT NO. 409
AND
TAHOMA ASSOCIATION OF SCHOOL PRINCIPALS

EFFECTIVE JULY 1, 2019 TO JUNE 30, 2022**

1. Recognition and Coverage of Agreement

The Tahoma School District No. 409 Board of Directors recognizes the Tahoma Association of School Principals (TASP) as the exclusive representative of all principals, associate principals, and assistant principals pursuant to RCW 41.59. It is understood that principals, associate principals, and assistant principals are active and cooperating members of the district's Educational Leadership Team and will assume a responsible role in the administration of the District under the direction of the Superintendent. Reference to the title of principal within the terms of this contract shall include associate principals and assistant principals, unless referring to a specific position.

2. Work Year

The principal and associate principal administrative contract will be a 12-month, 260-day contract beginning July 1, of each year to June 30 of the following year. An individual contract will consist of 217 work days, 13 holidays, and the balance as annual leave (30 vacation days). For purposes of per diem, the daily rate shall be determined on the basis of 217 work days. This calculation will be used for the purpose of sick leave buy back, per diem pay and annual leave buy back. The holidays are as follows:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Friday of Spring Break (or alternate date with supervisor approval)
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

An assistant principal contract will consist of 205 work days inclusive of 180 student days and 25 additional days as scheduled by their supervisor.

During the winter, mid-winter and spring breaks when school is not in session, administrators may work off-site. If required to be on-site by a supervisor the administrator must report to campus, or if unable to do so, must use annual leave.

Principal and associate principal annual leave days may be taken during all vacation periods and during the interim between the week after school closes for the year and the two weeks before the teacher's scheduled work year commences. Requests to take annual leave at times other than those described above require prior approval of the superintendent.

Principal and associate principal annual leave days may be accumulated and shall be deemed used in the order in which they are earned. The maximum number of leave days accrued on June 30 and carried forward to the following year shall be ten (10) except in the retirement year when up to twenty (20) days may be accumulated.

Compensation for unused annual leave, at the per diem rate, shall be subject to legal constraints and payable only in the following amounts and as follows.

Principals and associate principals may cash out up to a maximum of 15 unused annual leave days per year at the per diem rate.

If the employee receives a notice of termination of employment, the employee shall be paid for unused annual leave in an amount not to exceed thirty (30) days, or such lesser amount as may be necessary so that the District avoids any attendant financial penalty or other legal constraint.

If the employee submits a letter of resignation or retirement no later than forty-five (45) days prior to the termination date of his/her contract, the employee shall have the option of receiving payment on the termination date for unused annual leave in an amount not to exceed thirty (30) days, or such lesser amount as may be necessary so that the District avoids any attendant financial penalty or other legal constraint. The District may elect to waive the forty-five (45) day provision in case of extenuating circumstances.

3. Sick Leave and Family Illness Leave

Each building administrator shall be allowed twelve (12) days sick leave annually during which time no salary deduction shall be made for absences on account of personal illness. (Building administrators working half days shall be allowed twelve (12) half days leave, etc.). Any unused sick leave in any one (1) year shall be cumulative from year to year to a maximum of the administrator's annual number of contracted days. In September of each year the District shall issue to each

building administrator a written statement indicating the accrued number of days of sick leave.

Assistant principals may use five (5) of these days for non-illness leave with supervisor approval. These days do not carry over from year to year.

4. Personal Leave

Up to two (2) days per year may be used for employee personal business with no reasons being required.

An employee will be allowed to carry over an unused personal leave day to a maximum of three (3) days availability for the next year.

5. Bereavement

The district shall grant up to (5) days of bereavement leave with pay per occurrence for the death and related illness of the employee's parent, spouse, child, sibling, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparent, grandchild, close friend, or any person living in the immediate household. Additional days of bereavement may be deducted from accrued days of sick leave, and must be approved by the Human Resources Department.

6. Leave of Absence

The authority to grant leave of absence rests with the Board upon the recommendation of the Superintendent or his/her designee. Granting a leave of absence constitutes a contract for re-employment. The terms and conditions of the leave shall be set forth in writing prior to the beginning of the leave.

7. Short-Term Educational Leave

Participation by principals in short-term education opportunities will be for the improvement of the educational program. Workshops, institutes, curriculum development, and annual professional conferences will be considered for short-term leave at the principal's discretion.

8. Professional Growth and Membership in Professional Organizations

Each member shall be entitled to budgetary capacity for professional growth activities up to \$2,000 per year from the district's Administrator In-service Fund. The purpose of these funds will be for continuing education, in-service opportunities, conference attendance each year and membership(s) in state and

national professional organization(s) such as the Association of Washington School Principals. The plan for the use of these funds will be determined by mutual agreement between each association member and the superintendent. This money may be used to attend a national conference in any given year. Up to \$2,000 may be carried over from one year to the next providing a maximum of \$4,000 for a given year. An administrator may request additional funds from the Superintendent if he or she has allocated their fund for the year and additional unforeseen staff development opportunities become available.

Membership in community organizations may be required. It is mutually understood that administrators are active members in the community they serve. The District shall pay for memberships in the Maple Valley Chamber of Commerce and any other memberships that are required.

9. Legal Commitments

A building administrator who is subpoenaed to appear in court on District business will have deducted from his/her pay the amount earned for serving in that capacity.

10. Insurance Benefits

The parties shall abide by state laws relating to school district employee benefits, and this section shall be construed consistent with such laws.

Employee-initiated changes may occur once a year during the open enrollment period set by the insurance carrier. An insurance adjustment may also be requested for a qualifying event as determined by the insurance carrier.

Application of available benefit monies:

- a. The benefit monies must first be applied toward the following required programs:
 - WEA Dental Plan, including Orthodontia
 - \$50,000 Group Term Life Plan
 - Group long-term Disability
 - Vision
- b. Benefit monies in excess of the above amounts may then be applied to District sponsored health plans
- c. All optional benefits are at employee deduction. Parties will periodically review and adjust plans.

Spouses who are both employed within the TASP bargaining unit, or within TASP and another Tahoma School District bargaining unit who agrees to this provision,

may pool their individual allocations for the purchase of a single medical health plan (e.g. employee plus spouse or employee plus spouse and children) rather than separate plans.

To ensure employees selecting richer benefit plans pay the higher premium, and make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be 2% of the employee-only coverage premium for the plan chosen by the employee. Such minimum monthly charge shall be paid regardless of the impact of pooling. For purposes of pooling, the Tahoma Association of School Principals shall be included with members of PSE and non-represented staff.

This section may be reopened at the request of either party each year in order to comply with changes in state law.

All of the provisions of Section 10 shall expire 12/31/19. Beginning 1/1/20, the District shall provide basic and optional benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB.

11. Liability Insurance

It is understood that the District provides a liability insurance policy covering building administrators with the intent of protecting administrators and the District from litigation, so long as they are acting in good faith and within the scope of their duties as an administrator of the District.

12. Personal Property Vandalism

The District agrees to pay for vandalism damages to an Association member's automobile or personal property, if occurring on school property and when the Association member is performing duties within the scope of his or her employment, in the amount that exceeds those not covered by the Association member's personal property insurance policy (automobile or homeowners/renters). This may include the deductible amount and is limited to \$2000 per occurrence. This section becomes null and void if the Association member does not carry vandalism insurance on his/her personal property involved in an incident as described above.

13. Reimbursement for Personal Automobile Use

It is mutually agreed that building administrators are required to provide a vehicle for job-related travel. Travel reimbursement will be at the amount provided by existing policy.

14. Sick Leave Buy-Back

The District will provide sick leave buy-back per board policy in accordance with Washington Administrative Code Chapter 392-136.

15. Reduction in Force

If the certificated staff in the District is to be reduced, the superintendent will develop a list of employees to be recommended to the Board of Directors for retention by the District to fill the positions needed to operate the educational program as adopted by the Board of Directors. For the purpose of this provision, administrators may be reassigned as employees consistent with their experience and qualifications as per the District Negotiated Agreement with the Tahoma Education Association.

16. Compensation

The Association and the District hereby adopt the Salary Schedules in Attachment 1 for the 2019-20 school year.

For the 2020-21 and 2021-22 school years, it is the intent of the district to provide a salary and compensation package for principals and associate principals which is at the average or above for the individual administrator placement on the salary schedule for the Auburn, Enumclaw, Issaquah, Kent, Renton, Riverview and Snoqualmie Valley School Districts. For purpose of salary calculations, the district will use the salary schedule in place as of October 1 of each year of this agreement for the salary comparison districts. The October 1 salary comparison and calculation shall be considered retroactive to July 1. From July 1 to October 1 the district will include an adjustment for State "flow through" salary increases (if any) for that budget year.

Assistant principal base salary shall be 90% of the associate principal salary.

The District agrees to provide additional support for administrators of large schools. These schools are defined as having a student/administrator ratio of greater than 500:1 as measured by the October 1 count. Support will be in the form of a stipend as follows:

Students	Stipend
0-500 students	\$0
501-600	\$4,000

601-700	\$5,000
701-800	\$6,000
801-900	\$7,000
901+	\$8,000

In lieu of the above stipend an alternate plan for support may be agreed upon between the administrator and the Superintendent.

1. A salary schedule will be created with columns of experience (steps) starting at year zero (0) through year five (5).
2. Building administrators with prior administrative experience from outside the District shall receive administrative credit on the current salary schedule for like administrative experience.
3. Building administrators from outside or from within the district will be placed up to a maximum of Step 2 on the current salary schedule for unlike administrative experience.
4. Building administrators from one school reassigned to an equivalent position in another school will be placed on the salary schedule that applies to the position of greater salary with full credit for completed service.
5. A three percent (3%) of base salary doctoral stipend will be provided for accredited degrees in Educational Administration.
6. Staff with 10 or more years of experience (measured using TASP salary schedule) shall be paid the following additional amounts:

10-14 years	\$1,000
15-19 years	\$1,250
20-24 years	\$1,500
25+ years	\$1,750

17. Additional Work/ Responsibilities

Special Projects

Principals will be provided extra compensation by mutual agreement of the Association and superintendent for leadership responsibilities which are beyond those normally associated with being a member of the district leadership team. The compensation may be either in the form of a leadership stipend or pay at per diem rate as agreed to by the superintendent and the Association. Such exceptional responsibilities may include building construction projects, serving on negotiations teams for non-supervisory staff, opening a new or reconfigured

school, serving on special district committees which require a prolonged commitment and may include evening meetings, accepting district leadership responsibilities for implementing specific curriculum or instructional practices, research on a topic of importance to the educational system, or other activities outside the normal scope of work. This section shall not apply to serving on short term committees which typically meet during the regular work day or are a clear extension of the duties of the principal. Such compensation shall be provided under a supplemental contract. Representatives of the Association and the superintendent shall meet at least once annually (preferably in August) to consider the scope of anticipated special projects and to reach agreement on appropriate supplemental compensation. The superintendent retains the right to select the principal(s) he/she determines best able to meet the needs of the special project at a given time.

Additional Combined Responsibilities

The District and the Association acknowledge that the job responsibilities and demands of the building administrators have increased in recent years, specifically in terms of the number of commitments which they are expected or required to attend beyond the normal work day. There is also recognition of increased expectations related to mandates for increased reporting, planning and accountability for the building instructional program. Therefore, each building administrator shall receive a stipend equal to 7.7 percent of their individual standard contract for evening commitments, additional responsibilities related to TPEP, Common Core State Standards, school reconfiguration planning, additional work on District targets, site plan development and monitoring, and mandated reporting and presentations for the contract year. At monthly elementary and secondary principal meetings, the District will identify any new District-level committees. Principals will have the opportunity to influence the number of principal representatives on such committees as well as the time commitment required and scope of the work.

Mentors

The superintendent will select a mentor to support new principals in their first year of employment in the district and compensate the mentor with a \$1,000 stipend. The mentor is responsible for providing induction on the District's expectations around consensus decision-making processes, curriculum, instruction, assessment, hiring processes, and orientation to the provisions of the TEA, PSE and TASP bargaining agreements.

18. Grievance Procedure

The purpose of the grievance policy will be to provide a means for the resolution of questions regarding interpretation or application of this Agreement. Building administrators are urged to use the following procedure whenever they believe that a District action has aggrieved them in any manner:

- Step 1: Discuss problem with the immediate supervisor within twenty (20) days of the 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 or designee. The superintendent or designee will provide a written answer within ten (10) days of receipt of the statement.
- Step 4: If the problem is not resolved at Step 3, 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 twenty (20) days.
- Step 5: If the grievant is not satisfied with the disposition of his/her grievance at Step 4 or if no decision has been rendered within fifteen (15) days after he/she has first met with the Board, he/she may within twenty (20) days after he/she has first met with the Board, request in writing that the Association submit his/her grievance to arbitration:

If the Association determines that the grievance involved the interpretation, meaning, or application of any of the provisions of this Agreement, it may by written notice to the superintendent, within fifteen (15) days after receipt of the request from the aggrieved person, submit a request for binding arbitration. If any question arises as to whether the issue is arbitrable, such question will first be ruled upon by the arbitrator selected to hear the dispute and will be based on whether the dispute involved an interpretation, meaning, or application of the terms of this agreement.

Within fifteen (15) days from the date of the request for submission to arbitration, a request for an arbitrator will be made to the American Arbitration Association. The parties will thereafter be bound by the voluntary rules of the American Arbitration Association.

Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of meetings.

The costs of an arbitrator will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

19. Transfer of Building Administrators

The superintendent may periodically transfer principals. Written notice of transfer will be given to the principal in a timely manner as specific circumstances prompting the transfer allow.

20. Performance Evaluations of Principals

We believe that professional development in the Tahoma School District is rooted in the intrinsic desire to be a life-long learner and provide quality learning experiences for all students. The goal of supervision and evaluation is to promote continual professional growth including the use of new ideas and strategies in a highly supportive environment with high expectations. Toward that end, the superintendent shall provide principals with formative coaching and feedback focused upon identified goals for professional growth. The model of evaluation shall be consistent with school district policy and based on applicable laws. Association members will be evaluated using the Association of Washington School Principals (AWSP) Leadership Framework.

Nothing in this section is intended to limit or restrict the authority of the superintendent to take necessary actions (e.g. plan of improvement, personnel action, etc.) should he/she determine that a principal's performance does not meet acceptable standards.

21. Professional Review Board

The Tahoma Association of School Principals firmly advocates the promotion and maintenance of a high level of professional ethics, standards and practices among its membership. When the superintendent determines that a principal is not performing satisfactorily or when a principal determines that he/she would like assistance, the superintendent or principal may elect to request that the Association assist by establishing a Professional Review Board. This Board will work in cooperation with the superintendent to improve the situation.

The Review Board will consist of the superintendent, or a designee, and three (3) principals. The President of TASP will submit a list of five (5) principal candidates from which the superintendent will select three (3) to serve on the Board. The superintendent will confer with the President of TASP regarding composition of the overall Review board.

The Review Board will:

1. Investigate the issue(s) identified by the superintendent or principal within a timeline to be stipulated by the superintendent.

2. Make a recommendation to the superintendent which must include at least one of the following:
 - a. That the problem has been eliminated and satisfactory performance has been achieved or that the principal was found to have acted appropriately.
 - b. That a program for improvement, including monitoring of performance and counseling the staff member be initiated.
 - c. That the Review Board will continue to work with the staff member.
 - d. That probationary procedures be initiated.

22. Conformity to Law

If any provision of this Agreement, or any application of this Agreement to any building administrator covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

23. Attachments

Attachment One is the Tahoma Association of School Principals Salary Schedule.

24. Termination and Renewal of This Agreement

This Agreement will be effective as of July 1, 2019 and will continue in effect through June 30, 2022. If either the Association or the District desires a modification of this Agreement, the Agreement may be reopened by mutual consent.

Furthermore, this agreement shall reopen upon request to consider the impact of legislation and/or state funded programs.

The Association and District agree to meet at mutually-agreeable regular intervals to discuss implementation of this agreement.

AGREEMENT

July 1, 2019 – June 30, 2022

The foregoing Professional Agreement is hereby agreed to by the Tahoma Association of School Principals and the Board of Directors of the Tahoma School District No. 409.

TAHOMA ASSOCIATION OF
SCHOOL PRINCIPALS

TAHOMA SCHOOL DISTRICT

By: Terry Duty
Terry Duty
TASP President

By: Mark Koch
Mark Koch
Director of Human Resources

Date: 6/26/19

Date: 6-26-19

TAHOMA ASSOCIATION OF SCHOOL PRINCIPALS

2019/2020 Salary Schedule

Base						
	0	1	2	3	4	5
High School Principal	\$151,905	\$154,007	\$156,109	\$158,211	\$160,312	\$162,415
High School Associate Principal	\$134,063	\$135,959	\$137,854	\$139,751	\$141,647	\$143,542
High School Asst. Principal	\$120,656	\$122,363	\$124,069	\$125,776	\$127,483	\$129,188
Middle School Principal	\$141,887	\$143,857	\$145,828	\$147,799	\$149,770	\$151,741
Middle School Associate Principal	\$127,625	\$129,428	\$131,234	\$133,039	\$134,843	\$136,648
Elementary Principal	\$136,133	\$138,042	\$139,951	\$141,859	\$143,770	\$145,678
Combined Responsibility Contract @ 7.7%						
	0	1	2	3	4	5
High School Principal	\$11,697	\$11,859	\$12,020	\$12,182	\$12,344	\$12,506
High School Associate Principal	\$10,323	\$10,469	\$10,615	\$10,761	\$10,907	\$11,053
High School Asst. Principal	\$9,291	\$9,422	\$9,553	\$9,685	\$9,816	\$9,947
Middle School Principal	\$10,925	\$11,077	\$11,229	\$11,381	\$11,532	\$11,684
Middle School Associate Principal	\$9,827	\$9,966	\$10,105	\$10,244	\$10,383	\$10,522
Elementary Principal	\$10,482	\$10,629	\$10,776	\$10,923	\$11,070	\$11,217
TOTAL						
	0	1	2	3	4	5
High School Principal	\$163,602	\$165,866	\$168,129	\$170,393	\$172,656	\$174,921
High School Associate Principal	\$144,386	\$146,428	\$148,469	\$150,512	\$152,554	\$154,595
High School Asst. Principal	\$129,947	\$131,785	\$133,622	\$135,461	\$137,299	\$139,135
Middle School Principal	\$152,812	\$154,934	\$157,057	\$159,180	\$161,302	\$163,425
Middle School Associate Principal	\$137,452	\$139,394	\$141,339	\$143,283	\$145,226	\$147,170
Elementary Principal	\$146,615	\$148,671	\$150,727	\$152,782	\$154,840	\$156,895

7/1/2019