

**AGREEMENT BETWEEN THE  
WEST VALLEY PRINCIPALS ASSOCIATION**

**AND**

**WEST VALLEY SCHOOL DISTRICT  
No. 363**

**2019 - 2022**



## ARTICLE I

### POLICY STATEMENT RELATING TO THE ROLE OF THE SCHOOL PRINCIPAL

The Principal must be considered a key administrator in the organizational structure of the school district. The position must be recognized as one of executive educational leadership in the service of a school. As such, a Principal has the responsibility and commensurate authority to administer the school within the policies and regulations established for the school district.

The School Board remains the vested authority for the establishment of policy for a school district. It is exceedingly important, in the process of decision making in a school district, that the Principal be a vital member of the school district's management team and be directly and deeply involved in any process of decision making that leads to the establishment of policy either through administrative channels or through negotiations.

The local school district shall employ through written contract public school Principals who shall hold valid supervisory or administrative credentials and certificates and who shall supervise the operation and management of the schools and property as determined by the Superintendent.

The Principal shall submit recommendations to the Superintendent regarding appointment, assignment, promotion, transfer and dismissal of all personnel assigned to the school for which he/she is responsible.

The Principal shall assume administrative authority, responsibility and instructional leadership under the supervision of the Superintendent and in accordance with the policies of the school district for the planning, management, supervision and evaluation of the educational program of the school for which he/she is responsible.

Principals operate in the key role of carrying out the policies and rules of the school district under the direction and supervision of the Superintendent acting in accordance with all policies of West Valley School District.

The West Valley Principals Association participates in the decision process in some areas that may include:

1. Employment, discipline, evaluation, and termination of employees; and
2. Assignment, re-assignment, transfer and lay-off of employees; and
3. Budgetary priorities that are in line with the goals of the District; and
4. Curriculum standards relevant to the particular needs of the students or the characteristics of the District; and
5. Regulations for student suspension and discharge; and
6. Safety, health and property protection measures to be implemented; and
7. Appropriate use of facilities, property and materials; and
8. Location of school and other facilities including the establishment of new facilities and the relocation or closure of old facilities; and
9. Financial procedures and regulations including the general accounting procedures, inventory of supplies and equipment; and
10. Appropriate extra-curricular activities deemed necessary for an effective, well-rounded educational program.

In all the above examples and/or other District programs or operations, the Principal will be assigned by and accountable to the Superintendent or his/her designee. Inherent in the delegation of said responsibilities shall be the authority to bring those projects to successful conclusion.

## **ARTICLE II**

### **DEFINITION OF PARTIES**

This agreement is for one (3) years from July 1, 2019 through June 30, 2022 by and between the West Valley Association of Principals, hereinafter referred to as the Association, and the West Valley School District No. 363, hereinafter referred to as the District.

**Length of Contract:** 215 days to include 15 days prior to the start of school, 180 day school year, and 10 days at the end of the school year, Additional 10 days for summer hiring and additional work as needed.

Employees less than full time will receive prorated salary and benefits.

## **ARTICLE III**

### **RECOGNITION**

The District recognizes the Association as the sole and exclusive representative, as defined in RCW 41.59, for Principals, Vice-Principals, Assistant Principals, and other personnel with similar titles and duties, employed by the District or on leave or lay off from the District. For the purpose of this agreement, the personnel listed above will be referred to as the Principal.

Although the Association has functions not herein described, the District recognizes that the function of negotiations for members of the above-defined bargaining unit is exclusively accorded the Association.

The District recognizes its obligation to bargain pursuant to RCW 41.59, as limited by RCW 41.59.080(7).

## **ARTICLE IV**

### **PRINCIPAL EVALUATION**

Washington State Statute RCW 28A.67.065 requires an annual evaluation of all certificated personnel, Principals included. The Principal is part of the District management team and is under the direct supervision of the Superintendent. Therefore, the criteria for evaluation of Principals must be based on the Principal's job description and developed within the guidelines of the State Board of Education's Policy Statement relating to the role of the school Principal. The Assistant Principal shall be evaluated by the Superintendent, Principal, and Assistant Superintendent.

## **ARTICLE V**

### **SECTION 1 - ABSENCE AND LEAVES**

An employee may be properly absent from duty only with authorization. Absence from duty may be authorized by the Superintendent of Schools or by his/her designee, and only as provided by these rules and regulations and within the provisions of the law governing such absence. Partial or full compensation during a period of authorized absence may be paid within the limitations of these rules and regulations and/or the law governing such absence. Absence without pay may also be authorized.

Absence from duty not authorized by the Superintendent of Schools under these rules and regulations and/or by the law governing absence of employees shall be considered unauthorized absence. No payment of salary will be made for unauthorized absence.

When an employee will be absent from work due to illness, he/she shall give notice to the Superintendent or the person designated by the Superintendent to receive such notice, not later than 8:00 a.m. or as soon as possible in cases of emergencies on the first day of illness. If absence is for consecutive days, the Superintendent should be notified of the probable date of return.

Sick leave with compensation for personal or family illness, personal injury and emergency is as follows:

1. For such employees under contract with the School District as full-time employees, twelve (12) days per contract year;
2. Accumulated leave under this provision shall be transferred from one district to another within the State;
3. Leave accumulated by a person in a district prior to leaving said district may be granted to such person when he/she returns to the employ of the District;
4. After an illness of five (5) or more consecutive employment days, the employee shall present a doctor's statement attesting to the inability of the employee to meet his/her contractual obligations. However, on other occasions the Superintendent may require a doctor's statement if such request is made during the illness.

Emergency leave shall be granted with pay. Emergency leave may be taken at the Principal's discretion, due to a problem that has been suddenly precipitated or is unplanned, or where preplanning could not relieve the necessity for the Principal's absence. Principals shall give prior notification to the Superintendent or his/her designee unless circumstances make prior notification impossible. Emergency leave shall be deducted from sick leave.

**Annual Buy-out of Accumulated Sick Leave:** Each February an employee may elect to receive remuneration for unused sick leave accumulated in the previous year at a rate equal to one day's monetary compensation for each four (4) full days of approved sick leave in excess of sixty (60) days. Such leave for which compensation has been received will be deducted from accrued leave at the rate of four (4) days for every one (1) day of monetary compensation. The employee may not elect to buy-out only a portion of the eligible days. The total number of days opted must be deducted from sick leave balances. None of the sixty (60) days may be optioned. Accrued days that the employee could opt to buy-out are subject to OASI since these days are considered wages. The maximum number of days any employee can buy-out is not to exceed twelve (12). The maximum number of monetary compensation cannot exceed three (3) days of pay. For each subsequent year, the monetary compensation cannot exceed three (3) days of pay. No retirement contribution will be deducted from the employee's sick leave buy-out payment. The rate of pay to be used in calculating the buy-out is the employee's current daily rate of pay, exclusive of supplemental pay and/or fringe benefits.

**Retirement Buy-out of Accumulated Sick Leave:** At the time of separation from school district employment due to retirement or death, the eligible employee or the employee's estate will receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days of approved leave for illness or injury. Rate of pay used to calculate the buy-out is the employee's current salary, exclusive of any supplemental pay and/or fringe benefits. Each Principal shall be able to accumulate sick leave days commensurate with the length of his/her yearly contract not to exceed 180 days.

## **SECTION 2 – Temporary Absence with Pay Representing District**

Absence with pay may be authorized by the Superintendent of Schools to permit employees to attend local, district, state, national and international meetings or conferences of a professional nature. This would include absence with full pay for observation in schools, if approved by the Superintendent. Authorization for such absences shall be obtained prior to the absence by a request to the Superintendent.

Employees sent to meetings, conferences or observations on school district business shall be considered assigned to duty with full payment of salary and expenses.

### **SECTION 3 – Bereavement Leave**

Employees shall be granted leave of absence with pay for up to five (5) days for each occasion, when such absence is for a death of a member of the immediate family. The immediate family includes father, mother, husband, wife, children, sister, brother, parents-in-law, sons-in-law, daughters-in-law, foster parents and any other person who is a member of the immediate household. Up to three (3) days on each occasion shall be allowed for the death of the employee's grandparents or grandchildren. The Superintendent may grant other bereavement leave days at his/her discretion.

### **SECTION 4 – Leave for Family Illness**

In the event of accidents or illness in the immediate family requiring the contact of a doctor and/or hospitalization, such leave taken shall be deducted from Sick Leave, Section 1.

### **SECTION 5 – Sabbatical Leave Eligibility**

An applicant for a sabbatical leave must have rendered service in the District for at least seven (7) consecutive years immediately preceding the sabbatical leave, and not more than one (1) sabbatical leave shall be granted for one individual in each seven-year period.

Applicants shall submit to the Superintendent an outline of the proposed program for the sabbatical leave.

**Basis for Selection:** The number of leaves granted shall be limited to no more than one Principal per year.

**Length of Service:** Sabbatical leave shall not be granted for more than two full semesters.

**Compensation:** The employee on sabbatical leave would receive one-half of his/her base scheduled salary and one-half of the scheduled insurance benefits, which would have been paid if his/her services had been rendered.

The employee on sabbatical leave may receive a stipend provided that the combination of the sabbatical salary and stipend not exceed in total the individual's annual salary.

The compensation shall be paid monthly in the same manner and at the same time as salaries are paid to other members of the staff.

**Services on Return:** A person who accepts a sabbatical leave must signify intention of returning to the West Valley School system for the following year.

At the expiration of the sabbatical leave, the employee shall, unless otherwise agreed, be reinstated in a position equivalent to that held by him/her at the time of the granting of the sabbatical leave.

The applicant shall post a surety bond in the amount of his/her scheduled sabbatical salary under the condition that the employee shall return as an employee of the School District at the end of the sabbatical leave and if the applicant does not return, the applicant shall be obligated to reimburse the School District for all money paid to the applicant while on sabbatical leave.

Forfeit of the bond would not be required in the case of death or disability of the applicant.

**Salary and Retirement Protection:** Upon completion of leave, if the Superintendent recommends that the leave has been satisfactorily completed in accordance with the plan set forth, the employee shall receive the same increment in salary he/she should have received had he/she not been on leave, and retain benefits accumulated prior to the beginning date of the sabbatical.

An employee on sabbatical leave shall retain his/her status as a member of the Teacher's Retirement System according to the regulations of the retirement system.

## **SECTION 6 – Administrative Extra Paid Positions**

WVPA members will be notified of any paid positions offered by the district that are represented by the WVPA. These positions may include, but are not limited to, such jobs as Summer School Administrator, Summer Testing Coordinator, etc. In the event that no member of the WVPA applies for these positions, the District may hire a person outside the WVPA.

## **SECTION 7 – Administrative Position Vacancies/New Positions/Reductions**

WVPA members will be notified of any WVPA vacancy whether that position is an established position or is a newly created position.

1. A vacant or new position will be posted (by e-mail) inside to WVPA members.
2. WVPA members will have up to (2) two working days to reply to posting.
3. WVPA member(s), who are interested in new position, will be brought in for an informal or formal interview with the superintendent/designee(s).
4. If no WVPA member(s) is interested or selected, the position will be open to the outside.

## **ARTICLE VI**

### **COMPENSATION**

**Salary Schedule:** Salary Schedule is included in Appendix A. Administrators who are due longevity increments shall receive them. It is mutually agreed that in the event the legislature appropriates funds for the purpose of increasing certificated salaries during the period of this contract, the salary which is otherwise provided for herein shall be increased subject to the receipt of such funds by the District in compliance with such distribution guidelines as may be adopted by the Office of the State Superintendent of Public Instruction and/or the District. There will be an increase or the Implicit Price Deflator (IPD) +1% for the 2020-2021 school year and for the 2021-2022 school year.

**Involuntary Transfer/Salary Maintenance:** In the event that a WVPA member is re-assigned at the request of the district, he/she will remain at his/her current salary until salary advancements in the newly assigned position reach or exceed the previous salary. Salary maintenance will meet the following requirements:

1. The re-assigned employee, in an effort to maintain his/her salary, will be given an opportunity to do additional supplemental work as determined by the district.
  - a. If the employee opts not to do additional supplemental work, he/she will receive the salary of the re-assigned position according to the salary schedule.

### **Exchange Days**

Administrative employees may request to the Superintendent up to (4) exchange days per year. The request will be made in writing at least one week prior to the requested leave day(s) on an Exchange Day Form. (On the Exchange Day Form, the principal will document days worked in addition to all other contract flex days and specific duties performed)

Up to (3) unused exchange days may be carried over to the next calendar. Up to (7) exchange days can be accrued. No more than (5) exchange days per year may be used on student contact days.

Up to (3) exchange days may be cashed out at per-diem annually. Exchange days used as per-diem will be submitted on an additional hours form and marked as exchange day cash out. Exchange days must be submitted no later than June 30.

**Annual Leave Days**

WVPA members will receive (2) two annual leave days. If these days are not used they shall be paid at per diem in the June 30<sup>th</sup> paycheck.

**Longevity**

Administrative employees who have completed (5) five years of service,(10) ten years of service, and (15) fifteen years of service in the bargaining unit as reported on the S275, as of July1, are eligible for a longevity stipend as follows:

- Five years: 1% longevity
- Ten years: 2% longevity
- Fifteen years: 3% longevity

**Professional Development:** The principal shall be entitled up to \$1,000 per year for professional development. These monies may be rolled over (1) one year with Superintendent approval.

**ARTICLE VII**

**FRINGE BENEFITS**

**Transportation Reimbursement:** Each Principal must possess a valid driver's license and a personal vehicle to be used for business related activities. The District will pay mileage based on the current IRS rate.

**Veba:** The district shall contribute \$1,330 per year per FTE to a VEBA account.

**Professional Dues:** Principals shall be entitled to dues paid by the district for one professional affiliation such as AWSP, WASA dues or another national or regional Principal Association. The dues shall be paid through salary and monthly deductions shall be made by the employee for their professional dues.

**ARTICLE VIII**

**STATUS OF THE AGREEMENT**

**SECTION 1 - SUPERSEDURE**

This Agreement shall supersede any prior collective bargaining agreements and/or practices of the District which are contrary to is expressed terms.

**SECTION 2 - SAVINGS CLAUSE**

If any provision of this Agreement should be held invalid by operation of law by a tribunal of competent jurisdiction, said provision shall be null and void and all other provisions shall continue in full force and effect.

If any provision of this Agreement is so held to be contrary to law, the parties shall commence negotiations on said provision within thirty (30) days, unless it is mutually agreed to delay.

It is the intent of the parties to comply with all applicable laws including RCW Chapter 41.59 and Chapter 16, Laws of 1981, and if any terms are found to be contrary to these or other laws, the Agreement shall be enforced only to the extent it complies with such laws.

**SECTION 3 - COMPLIANCE**

During the life of this Agreement, individual Principal contract shall not be in violation of this Agreement. If an individual Principal contract specified any provisions which violated the Agreement, the Agreement shall control.

**SECTION 4 - INCORPORATION OF APPENDICES**

This appendices are an integral part of this Agreement and by this reference are incorporated herein.

**DURATION**

This Agreement shall become effective upon ratification first by the Association, then by the District, and thereafter executed by authorized representatives thereof.

This agreement between the Association and the District shall become effective as of July 1, 2019 and extend through June 30, 2022.

Salary negotiations shall be open for the 2021-2022 school year.

In the event the State Legislature passes laws that impact this agreement and if such laws are also subject to local bargaining, negotiations shall be opened on such matters.

Other items must be mutually agreed upon to open during the duration of this contract.

This Agreement constitutes the negotiated agreements between the District and Association.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective the 1st day of July, 2018.

WEST VALLEY PRINCIPALS ASSOCIATION

WEST VALLEY SCHOOL DISTRICT #363

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President

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Superintendent



West Valley School District

Appendix A-1

**PRINCIPAL'S SALARY SCHEDULE**

**2019-2020**

Position	Days	Base Salary	5 Years Exp	10 Years Exp	15 Years Exp
High School Principal	215	148,903	150,392	151,881	153,370
Alternative High School Principal	215	135,567	136,923	138,278	139,634
Middle School Principal	215	135,567	136,923	138,278	139,634
Elementary Principal	215	130,556	131,862	133,167	134,473
Assistant Principal	215	130,556	131,862	133,167	134,473
Special Services/Program Admin.	215	130,556	131,862	133,167	134,473