

MEMORANDUM OF AGREEMENT

between

FRANKLIN PIERCE SCHOOLS

and

**THE ASSOCIATION OF
FRANKLIN PIERCE PRINCIPALS**

The logo for Franklin Pierce Schools, featuring the text "FRANKLIN PIERCE SCHOOLS" in a bold, white, sans-serif font, centered within a solid red square.

**FRANKLIN
PIERCE
SCHOOLS**

TERM: JULY 1, 2022 THROUGH JUNE 30, 2023

TABLE OF CONTENTS

Purpose	2
Definitions.....	2
Article 1 - Terms of Agreement.....	2
Article 2 – Sick Leave Buy-back	2
Article 3 – Reduction in Force (RIF)	2
Article 4 – Professional Organizations.....	2
Article 5 – Professional Development.....	2
Article 6 – Salary adjustment provisions.....	2
Section 6.1 – base pay	3
Section 6.2 – district activity stipend	3
Section 6.3 – doctoral degree	3
Section 6.4 – longevity.....	3
Section 6.5 – mentor stipend	3
Section 6.6 – superintendent certificate	3
Section 6.7 – additional days for additional work	3
Section 6.8 – in-service presentations	3
Section 6.9 – car allowance	3
Section 6.10 – 7 days per diem	4
Section 6.11 – FPHS & WHS evening stipend.....	4
Section 6.12 – PLC leader stipend.....	4
Article 7 – Leaves	4
Section 7.1 – sick leave	4
Section 7.2 – personal leave.....	5
Section 7.3 – bereavement leave.....	5
Section 7.4 – jury duty witness in court.....	5
Article 8 – Leaves of Absence: long-term leaves.....	5
Article 9 – Leave Without Pay.....	6
Section 9.1 – maternity leave.....	6
Section 9.2 – parental leave	6
Article 10 – Employee Benefits.....	6
Section 10.1 – health insurance.....	6
Section 10.2 – life insurance.....	7
Section 10.3 – liability insurance.....	7
Section 10.4 – direct deposit.....	8
Article 11 – Duty Schedule	8
Section 11.1 – job duties.....	8
Section 11.2 – workdays and vacation cash-out and carry over	8
Section 11.3 – modifying your calendar	8
Section 11.4 – per diem calculation	9
Section 11.5 – TPEP.....	9
Article 12 – Wellness Stipend	9
Article 13 – District Cell Phones	9
Article 14 – Conformity to Law.....	10
Salary Schedule	11

Purpose

The Franklin Pierce School District and the Association of Franklin Pierce Principals agree that this Agreement is intended to strengthen employer-employee relations between Principals and Assistant Principals and the management of the District. The District and the Association have reached certain understandings which are confirmed in this Agreement.

Definitions

IN THIS AGREEMENT, the term "building administrator" or "administrator" shall include principals and assistant principals.

Article 1.0

Term of Agreement

This Agreement will be for a period of one (1) year, from July 1, 2022 through June 30, 2023. Each party to this Agreement may propose one salary and one non-salary item for bargaining for each year of the Agreement.

Article 2.0

Sick Leave Buy-back

The District will continue to provide the opportunity for sick leave buy back as allowed by law.

Article 3.0

Reduction In Force (RIF)

If it becomes necessary to reduce the number of principals and assistant principals assigned to administrative positions the procedure to determine reductions is detailed in Board Policy 5280 and Regulation 5280P.

Article 4.0

Professional Organizations

The District will provide payment of membership dues to the following professional organizations: The Association of Washington School Principals, the National Association of School Principals, and the state component association.

Article 5.0

Professional Development

Each building administrator shall receive \$2,500 per year for registration, fees, and travel expenses to workshops, seminars, and college courses, or for technology improvements. These funds may accumulate up to a maximum of \$6,000 per individual building administrator.

Article 6.0

SALARY ADJUSTMENT PROVISIONS

Section 6.1 Administrators shall receive a salary based upon placement on the attached salary schedule, including increments for experience, if applicable. (See attached Schedule 03, Principals' Salary Schedule.)

Section 6.2 The stipend amount for participation in District activities has been added to the base salary.

Section 6.3 A stipend of \$3,250.00 will be paid annually for a doctoral degree.

Section 6.4 Longevity steps will be added to the base pay as follows:

6.4.1 On the fifth and through the seventh anniversary of being an administrator in the Franklin Pierce School District, add \$1,500.00 to each administrator's contract each year.

6.4.2 On the eighth and through the ninth anniversary of being an administrator in the Franklin Pierce School District, add \$1,750.00 to each administrator's contract each year.

6.4.3 On the tenth and through the fourteenth anniversary of being an administrator in the Franklin Pierce School District, add \$2,000.00 to each administrator's contract each year.

6.4.4 On the fifteenth anniversary of being an administrator in the Franklin Pierce School District, add \$3,000.00 to each administrator's contract each year.

It is the intent of the District and Association that longevity steps are not cumulative.

6.5 Administrators who are formally assigned by the Superintendent to serve as the mentor for a new building administrator and/or administrative intern will receive a stipend of \$1,500 in recognition of the extra time and responsibility this role presents.

Section 6.6 A stipend of \$1,500 will be paid annually for a superintendent certification.

Section 6.7 If the building administrator is requested by the Superintendent or Assistant Superintendent to work additional number of days beyond the contracted duty schedule, the building administrator shall have the option of being paid per diem as calculated by his/her respective placement on the salary schedule, with the additional days placed on a supplemental contract, or the option of exchanging the additional days for non-school work days.

Section 6.8 Building administrators may be requested by the Superintendent or Assistant Superintendent to prepare and give in-service presentations to Franklin Pierce School District parent or employee groups during non-contracted times and/or days. Compensation for such preparations and presentations shall be at the rate established for District in service presenters.

Section 6.9 It is mutually acknowledged that building administrators shall provide their vehicles for job-related travel in the district and immediate area.

Reimbursement for job-related travel will be paid by an annual car allowance in the amount of \$3,000 for elementary principals and assistant principals; \$4,000 for middle school principals and assistant principals; and \$6,000 for high school principals and assistant principals. It is each individual administrator's responsibility to maintain the appropriate records for purposes of Internal Revenue Service (IRS) compliance.

Section 6.10 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 workday. In recognition of these increased expectations and time commitments, each building administrator shall receive a stipend equal to ten (10) days at per diem.

Section 6.11* It is further recognized that the frequency of evening commitments by high school administrators has increased over and above that of the administrators at the elementary and middle school levels. The difference in salary between middle school and high school administrators only partially reflects the difference between the two levels in terms of evening and weekend commitments. Therefore, each high school administrator shall also receive, at the administrator's option, an "activities stipend" equal to eight (8) days pay at per diem OR eight (8) additional vacation days. *The provision of 7.11 shall apply only to Franklin Pierce High School and to Washington High School.

Section 6.12 Administrators who are formally assigned by the Superintendent to serve as the leader of a Principal PLC will receive a stipend of \$1,500 in recognition of the extra time and responsibility this role presents.

Article 7.0

LEAVES

Section 7.1 - Sick Leave: A member under contract for a full school year shall be entitled to twelve (12) days annual leave of absence for illness or injury. Sick leave not taken shall be accumulated from year to year to a maximum number of days in that building administrator's contracted year, but in no case greater than one year.

7.1.1 An employee claiming benefits for more than five (5) consecutive days must have a doctor's certification of illness or incapacity after the fifth day.

7.1.2 Employees shall be allowed to use a maximum of five (5) days of sick leave per year for an emergency. An emergency is defined as an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the well-being or the property of the employee, or for the serious illness of a member of the immediate family. The emergency must be of such a nature that preplanning is not possible or could not relieve the necessity for the employee's absence. Auto trouble or weather-related difficulties getting to work shall not be considered an emergency except in case of an accident.

Section 7.2 - Personal Leave: Two (2) days of personal leave shall be allowed annually upon the approval of the immediate supervisor to take care of personal matters which could not be taken care of outside the workday. The building administrator shall provide one day's advance notice to the immediate supervisor prior to taking the leave. Unused personal leave may be accumulated up to a maximum of five (5) days. Up to three (3) personal days may be cashed out each annually by submitting a request to Payroll no later than June 30 of that year.

Section 7.3 - Bereavement Leave: Each building administrator shall be eligible for bereavement leave(s) with no loss of pay or benefits and exclusive of accumulated sick leave. Such leave shall be granted upon request of the employee for the following bereavement purposes:

Up to five (5) days of paid bereavement leave when occasioned by the expected terminal illness or death of a relative or close personal friend.

Section 7.4 - Jury Duty Witness in Court: Whenever an employee covered by this Agreement shall be called for jury duty or subpoenaed as a witness in a judicial or administrative tribunal, wherein the employee is neither the defendant nor the plaintiff, the District shall grant to such employee a leave of absence for each day he/she will be required to serve in such capacity.

The employee shall notify the District of the fact that he/she has been called for such duty. The employee shall endorse over to the District any salary received for such service minus reimbursement received for travel during the period the employee has been on leave of absence. Employees may retain any juror stipends that are defined by state law as "reimbursement," PROVIDED, that if the state auditor subsequently determines that such stipends must be repaid, the District shall have the right to collect them.

The period of time the employee is on leave of absence for such service shall be considered in all respects as time spent in the normal employ of the District.

Article 8.0

LEAVES OF ABSENCE

Section 8.1 - Long-Term Leaves:

8.1.1 After three (3) years of continuous service within the District, a building administrator shall be eligible to request one year's leave of absence, without pay, for one or more of the following purposes:

- To attend school for the purpose of further professional preparation.
- To travel or rest.

8.1.2 A building administrator shall not be eligible for a second such leave of absence until six (6) continuous years of service within the District have been completed following completion of the first leave of absence.

8.1.3 This leave of absence is not to be granted if the employee does not intend to return to service in the District for the school year immediately following the year of granted leave of absence.

8.1.4 Building administrators who request long-term leaves must apply to the Superintendent. The Superintendent shall recommend, and the Board shall approve or deny the request.

8.1.5 Building administrators who are granted such leaves shall retain accumulated sick leave.

8.1.6 Upon return from leave, the building administrator shall be placed in an administrative position with salary and responsibility comparable to that last held in the District.

Article 9.0

LEAVE WITHOUT PAY

Section 9.1 - Maternity Leave: An administrator who becomes pregnant shall be granted, upon request, a maternity leave without pay of up to ninety (90) calendar days. An administrator returning from this leave shall be placed in a position last held or in a position within the District for which the administrator has training/experience. This is in addition to rights the employee may have under state and federal law.

Section 9.2 - Parental Leave: Upon the birth of a child or the application for adoption of a child under four years of age, the prospective parent who has been an administrator in the District for at least one (1) year shall contact the District regarding any desired parental leave to care for the child after being brought home. Administrators receiving such leave shall return to their position last held or for which the administrator has training/experience. This is in addition to rights the employee may have under state and federal law.

Article 10.0

EMPLOYEE BENEFITS

Section 10.1 - Health Insurance: Beginning January 1, 2020, all eligible unit employees will participate in the School Employee Benefits Board (SEBB) and the following provisions will become null and void. For the life of this agreement, the District will contribute the state health care allocation, and the retiree carve-out, provided the carve-out does not exceed \$75 per month for each full time bargaining unit member for group dental insurance, vision insurance, and then to health insurance. The parties will re-open negotiations if the carve-out amount exceeds \$75 per month. If the parties are not able to reach agreement on the issue, the amount provided will remain \$75. If the District's maintenance and operations levy does not pass, the requirement that the District pay the additional carve-out amount each month as described above shall be null and void for the following school year and thereafter, provided (a) the District and the Association meet and consult regarding continuance of this provision and (b) if agreement is not reached by the parties in a timely manner, the District shall have no obligation to continue the provision.

Section 10.2 - Life Insurance: The District shall provide \$150,000 group life and accidental death insurance for each building administrator with further provision that there is the opportunity for that administrator to pay said premiums while on approved leave.

Section 10.3 - Liability Insurance

10.3.1 The District shall hold administrators harmless and defend them from any financial loss, including reasonable attorney fees, for actions arising out of any claim, demand, suit, or judgment by reason of any act, or failure to act, by such administrator, on or off school property, provided the administrator at the time of the act was acting in a reasonable and prudent manner within the scope of his/her employment or under the direction of the District.

10.3.2 The District shall provide legal premium payment for liability insurance for each administrator in the amount of \$1,000,000. This coverage shall be afforded in excess of any and all coverages that the applicant may have at the time of the loss. The coverage is intended to cover the administrator during school duties, while on school premises, and at school-sponsored activities. There is no coverage if the employee is involved in other than a school function. Employees who obtain permission to use a private vehicle for District business must consider their own insurance as primary and the District insurance as secondary.

10.3.3 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 certificated employee in connection with handling of the incident by law enforcement and judicial authorities.

10.3.4 When a supervisor requests or gives prior approval for a building administrator to use personal property in a school-related situation, the District shall reimburse the building administrator for loss or damage of personal property while such employee is engaged in the maintenance of order or discipline and the protection of school personnel, students and the property thereof. The limit of the liability shall be \$750 per employee per each claim for personal effects not covered by other insurance for loss directly resulting from an insured peril at the location described in the property declarations. Reimbursement for loss or damage of personal property with a value of more than \$750 shall be reviewed and determined on an individual basis.

10.3.5 Acts of damage that are clearly recognizable as vandalism while an employee's vehicle is in the school setting and while the employee is acting within the scope of his/her assigned employment obligations to the District shall be covered by the individual's insurance policy, with the District reimbursing the amount of the deductible to a maximum of \$250.

Section 10.4 - Direct Deposit: As of June 1, 2000, employees will be required to participate in a direct deposit program for pay warrants. Upon written request and approval by the Fiscal Services Director, exceptions will be made for appropriate cause for members of the bargaining unit employed as of August of 1999. There shall be no limit on the number of times an employee may change direct deposit recipients. The District shall be responsible for the accurate and timely transfer of deposits to the employee's financial institution.

Article 11.0

DUTY SCHEDULE

Section 11.1 The building administrator shall perform the duties as defined in the appropriate job description for the number of contracted days as specified on the attached salary schedule.

Section 11.2 The administrative contract will be a twelve-month contract commencing July 1 of each year to June 30 of the following year. Elementary and secondary building administrators will work a 260-day calendar consisting of 221 workdays, 12 paid holidays (designated annually by the Superintendent), and 27 vacation days. Annual leave days will be front loaded on July 1 of each year.

On a yearly basis, administrators may cash out up to eleven (11) vacation days at their per diem rate.

Beginning with July 1, 2010, administrators who are members of Washington State Teachers' Retirement System Plan 1 (TRS 1) may carry forward from previous years a maximum of thirty (30) days (240 hours) annual vacation leave. Any days not used or cashed out consistent with this agreement will be forfeited. Upon resignation, administrators who are TRS 1 members may cash out a total of thirty (30) days (240 hours) of earned annual vacation leave. Administrators who are TRS 1 members may only cash out a total of thirty (30) days (240 hours) of vacation leave during their last two years of employment prior to retirement.

Beginning with July 1, 2010, administrators who are members of Washington State Teachers' Retirement System Plans 2 or 3 may carry forward from previous years a maximum of forty-five (45) days (360 hours) annual vacation leave. Any days not used or cashed out consistent with this agreement will be forfeited. Upon resignation, administrators under this paragraph may cash out a total of forty-five (45) days (360 hours) of earned annual vacation leave.

Section 11.3 It will be the responsibility of the building principal to work with his/her supervisor when modifying the contracted work calendar. If a substitute is required, the cost of the substitute will be paid by the administrator.

Principals will notify their immediate supervisor in advance of using vacation days. It will be the responsibility of each administrator to submit a time-off request via Skyward.

Section 11.4 All compensation on a per diem basis shall be based on 1/221 of the annual salary for elementary and secondary administrators. Deduction of salary for uncompleted

contract will be based on 1/221 per day of the annual contract for elementary and secondary administrators.

Section 11.5 In recognition of the additional workload that building administrators will assume as they implement the Teacher/Principal Evaluation Project (TPEP), the District has agreed to provide additional administrative and supervision support in the following ways:

11.5.1 The District will reinstate the Principal Substitute Cadre to provide each building with a minimum of two (2) days of release time per month with an approved principal substitute. This substitute will be required to manage the daily operations of the building while allowing the building administrator to work with teachers assigned to the comprehensive evaluation cycle.

Article 12.0

WELLNESS STIPEND

Each member shall receive an annual stipend for the amount of \$1,000.00 to assist them in having a healthy lifestyle. The stipend is intended to be used for gym memberships, wellness workshops or conferences, or annual memberships or subscriptions related to general health and wellness.

Article 13.0

DISTRICT CELL PHONE

Each building administrator is required to have a district cell. The following two options are available:

OPTION 1: Business use only.

- District issued cell phone for official work-related use only.
- No personal phone calls or texts are permitted.

OPTION 2: Business and Personal Use.

- District cell phone use is not limited to official business. Personal calls and texts are permitted without restriction.
- A monthly fee of \$50.00 will be automatically deducted from the employee's monthly payroll. Any changes to the monthly fee amount will be communicated to the cell phone user at least one month prior to the change.

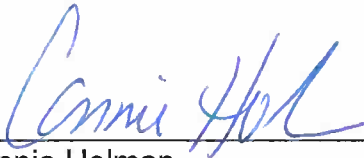
Under both options, administrators are advised that all calls, text, downloads, data, history, pictures, etc. made on a district cell phone are considered public record and are subject to public record requests made in accordance with RCW 42.56. To comply with records retention requirements, each administrator must opt-in to activate mobile archiving.

Article 14.0

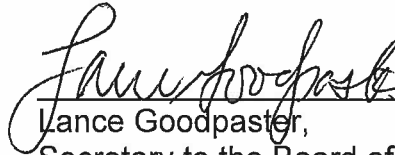
CONFORMITY TO LAW

If any provisions of this Agreement or any application of these provisions to any member of this 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.

Approved this 1st day of July 2022.



Connie Holman,
President
Association of Franklin Pierce Principals



Lance Goodpaster,
Secretary to the Board of Directors
Franklin Pierce Schools

Schedule 03 - Administration

Principals

July 1, 2022- June 30, 2023

	Column 01	Column 02	Column 03	Column 04	Column 05	Column 06
	Elem Asst. Principal	MS Asst. Principal	HS Asst. Principal	Elem Principal	MS Principal	HS Principal
Step	260 Days	260 Days	260 Days	260 Days	260 Days	260 Days
01	127,216	135,039	138,663	143,106	148,772	153,830
02	129,913	136,551	141,642	146,117	151,897	156,835
03	132,604	139,531	144,620	149,119	155,028	159,844
04	135,299	142,507	147,600	152,125	158,152	162,848
05	137,995	145,485	150,552	155,134	161,277	166,104
06	141,319	148,837	154,166	158,842	165,018	170,090

Advanced Degrees

Doctoral Degree: \$ 3,250.00

Advanced Certifications

Superintendent's Certification: \$ 1,500.00

Longevity Stipend

The following are based upon the anniversary date of years of administrative experience in the Franklin Pierce School District.

5 years: \$ 1,500.00
 8 years: \$ 1,750.00
 10 years: \$ 2,000.00
 15 years: \$ 3,000.00

7.0% over 2021-22