

AGREEMENT

by and between

THE BOARD OF
EDUCATION OF THE
FEDERAL WAY PUBLIC SCHOOLS,
DISTRICT NO. 210

and the

ASSOCIATION OF FEDERAL WAY SCHOOL
PRINCIPALS

Effective July 1, 2022 – June 30, 2025

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**FEDERAL WAY PUBLIC SCHOOLS, DISTRICT NO. 210
PRINCIPALS' CONTRACT
JULY 1, 2019 - JUNE 30, 2022**

PREAMBLE

The Federal Way Public Schools (hereinafter "the District") recognizes the Association of Federal Way School Principals (hereinafter "the Association") as the exclusive body to represent the collective interests of its members, the principals and assistant principals in the Federal Way Public Schools. The following provisions reflect the agreements reached and the policies of the District regarding the rights and responsibilities of the District's principals. This Agreement and any subsequent related agreements or amendments reflect the intent of the District and are the outcome of joint "meet and confer" meetings between the District and representatives of the Association.

SECTION 1 - DEFINITION OF TERMS

When used hereinafter, the term "Building Administrator" shall refer to all Assistant Principals and Principals who hold administrative credentials.

SECTION 2 – DURATION

The parties hereto have agreed that the term of this contract shall be for three (3) years, commencing with July 1, 2022, and terminating at midnight on June 30, 2025. Salaries and benefits may be open for discussion by either the Association or the District in order to make general increases or to make targeted adjustments for groups whose salary is out of sync with comparable districts. At the conclusion of every contract cycle a market comp study will be completed by April 1 of the end of the last year of the cycle.

SECTION 3 - INDIVIDUAL CONTRACTS

A Building Administrator's individual contract shall be for one (1) year, commencing normally on July 1, and ending June 30 of each year.

SECTION 3.1 - WORK YEAR

The work year for Building Administrators shall be 222 workdays. This number will also be used to determine the per diem rate of pay for Building Administrators.

SECTION 3.2 – COMPENSATION

Building Administrators' salaries will be paid according to the attached salary schedule (Appendix A) which goes into effect on July 1, 2022, inclusive of the inflationary index increase

funded by the legislature and distributed to other employee groups in the District. The base salary for all positions is IPD +1% for the 2022-23, 2023-24, and 2024-25 school years. As indicated on schedule A, building administrators who have completed five (5) years of service in Federal Way within the Principal Association, will move to the longevity step. Building administrators with a doctoral degree will receive a \$3000 stipend. Effective July 1, 2020, each step will be increased by the Implicit Price Deflater (IPD) as determined by the legislature.

SECTION 3.3 - VACATION/HOLIDAYS

The Building Administrator shall receive twenty-five (25) days of vacation annually, and thirteen (13) paid holidays [New Year's Day, Martin Luther King's Birthday Observance, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Day before Christmas, Christmas Day, and a "floating" holiday (either the day after Christmas or the day before or after the 4th of July)].

1. Vacation shall be earned by the Building Administrator at the rate of 2.083 days per month.
2. Unused vacation may be carried over from one contract year to the next, provided the total accumulation of a Building Administrator shall not exceed thirty (30) days on September 1 of each calendar year. Days will be rolled back if over thirty (30).
3. Except for Association members enrolled in the Teachers Retirement System (TRS) Plan 1, Association members may elect to cash out up to ten (10) vacation days at the per diem rate. In all cases, to be eligible for cash out, the member must maintain a minimum balance of eighty (80) vacation hours after the cash out.
 - 3.1 TRS Plan 1 Association members, in lieu of vacation cash out, may submit documented days of additional work, up to a maximum of ten (10).
4. On terminating employment with the District or upon retirement, the Building Administrator is to be paid for accumulated leave up to, but not to exceed, thirty (30) days with such leave to be only those annual leave days earned, but not taken during that two years immediately preceding the termination or retirement date.
5. Unused vacation shall be paid to the Building Administrator at the per diem rate of his/her salary upon leaving the District or retiring.

SECTION 3.4 - HEALTH CARE

The District will provide health insurance benefits in accordance with the rules and regulations of the School

Employees Benefits Board (SEBB).

Effective January 1, 2020, or as mandated by law, health care benefits will be provided by, and under the direction, of the School Employee Benefits Board (SEBB).

SECTION 3.5 – TIME

The work of building administration requires hard work and often long hours. The district recognizes this work, values the time put in, and trusts the professional work ethic of our administration and agrees to the following in recognition of that work and trust:

SECTION 3.5.a - ON-CALL DAYS

Building administrators will receive five (5) on-call days each year that may be scheduled and used only during winter, spring break, and July. These days cannot be carried over from year to year or cashed out. Building administrators hired on or after December 1 will receive two and one-half (2.5) on-call days, and building administrators hired on or after April 1 will not receive on-call leave for that school year. While on-call, building administrators are not required to remain on district property and may use on-call time for his/her own purpose. However, in all instances, building administrators shall use their cell phone to answer all phone calls and will check and respond to emails. Additionally, they must be able to report to the district or school office within two (2) hours of such request/direction by their supervisor or superintendent/designee or as soon as reasonable as communicated to the requesting supervisor.

SECTION 3.5b - FLEX DAYS

Building administrators will receive three (3) flex days each year to be scheduled and used in the same manner as vacation days. These days may only be used during the week of the Fourth of July, winter break (December/January) and spring break (April). These days cannot be carried over from year to year or cashed out. Building administrators hired on or after December 1 will receive one and half (1.5) flex days, and building administrators hired on or after April 1 will not receive flex days for that school year.

SECTION 3.5.c - SUPPLEMENTAL CONTRACT

All members will be issued a supplemental contract equivalent to four (4) per diem days and will be paid in one lump sum in May of each year to address the demands and work related to evaluation.

SECTION 4 - PROFESSIONAL DEVELOPMENT

The District will pay the Association of Washington School Principal (AWSP) dues for Building Administrators. The District will make available \$1,000.00 for each building principal and

assistant principal with administrative credentials. The Building Administrator will have the flexibility to use these funds in the following areas:

- (1) Professional Organization Dues, other than AWSP
- (2) Subscriptions, Professional Materials, Books
- (3) Conferences (includes travel, lodging, and meals)
- (4) University Course Work Professional Certification Courses, Workshops

Administrators will focus the expenditure of these funds to advance Leadership Development and in support of the School Improvement Plan. The district is committed to providing principals and assistant principals with adequate and appropriate technology on a reasonable cycle. Technology needs are separate from professional development funds.

SECTION 5 – LEAVES

SECTION 5.1--ILLNESS AND INJURY BENEFITS

All Building Administrators shall receive twelve (12) illness and injury units per contract year. Illness and injury units are cumulative from contract year to contract year, up to a maximum of one hundred eighty (180). One unit of illness and injury credit equals the length of one (1) workday.

The District will comply with the illness or injury annual and retirement cash-out program as now adopted or hereafter amended by the Legislature. Conversion of illness and injury absence units will be allowed only to the extent authorized by the law for such persons. Should the Legislature revoke any of the benefits under the law, no Building Administrator will be entitled to receive those benefits as a contractual right.

SECTION 5.2 - BEREAVEMENT LEAVE

Principals will receive up to five (5) days of leave per occurrence for bereavement caused by the death of family or household members, students, former students, colleagues, or friends. The purposes of these days are for grieving and providing funeral/memorial arrangements for the deceased person, and for travel and attendance at funerals/memorials.

SECTION 6 - PERSONAL PROPERTY INSURANCE

The District will reimburse building administrators who suffer loss or damage to their personal property used in the performance of their job. Each approved claim will be paid to the amount of actual damage or loss not covered by 3rd parties, but in no event shall the payment exceed \$500.00.

SECTION 7 - EVALUATION

The evaluation process will be communicated to each principal and assistant principal annually at the beginning of the school year. This will include evaluation rubrics, timelines, evidence

gathering protocols, etc. The parties agree to use the Association of Washington School Principals (AWSP) Leadership framework as the evaluation tool.

The process will include, at a minimum, the following:

1. Administrators in their first year in the position in district and three years in the position overall, or principals/APs marked Basic overall the year prior, will be evaluated on Comprehensive. After that, principals will be evaluated using the focus criterion and will rotate back onto comprehensive in accordance with state law.
2. A principal/AP who is currently being evaluated on focus may be moved back to comprehensive by December 15, with a written explanation from the supervisor.
3. Evidence for evaluation will primarily be gathered by the supervisor through site visits and conversations
4. Principals/APs will provide additional evidence and artifacts
5. Principals/APs will set goals with their supervisor at the beginning of the year (By October 31), receive formative feedback at a midyear conference (By March 1), and receive a summative score at a year- end conference (By June 30).
6. The supervisor will notify the principal/AP as soon as evidence exists that performance is below basic in one or more criterion. Principals/APs cannot receive a mark of unsatisfactory in any criterion on the summative evaluation unless the supervisor provided written notice of the deficiency.
7. Principals/APs whose practice is unsatisfactory in one or more criterion will be provided with specific supports and action steps necessary to meet proficiency.
8. If a school leader disagrees with their evaluation, they may submit a rebuttal statement within ten (10) days of receipt of their evaluation to their personnel file.

Section 7.1 Plans of Support

Plans of support (POS) are designed to support school leaders in improving their practice. The purpose of the POS is to give building administrators the opportunity to demonstrate improvements in their areas of deficiency/growth to reach overall proficiency. Plans of Support shall be the product of a collaborative effort between building administrator and evaluator; the Superintendent shall have final decision regarding plan. The Revised Codes of Washington (RCWs) will be adhered to when developing a POS.

1. A Plan of Support (POS) shall be developed and implemented when a building administrator's overall performance is rated "Basic" in their fourth year in the position.
2. A Plan of Support (POS) shall be created when a school leader receives an "Unsatisfactory" on the rating of any mid-year or annual evaluation. When "Unsatisfactory" is on mid-year, POS will be implemented within twenty (20) days of evaluation conference. When "Unsatisfactory" is on annual evaluation, POS will be implemented by August 15. Nonsubstantive procedural defects

in a plan of support shall not invalidate a nonrenewal decision under the procedures in state law.

3. Building administrators are entitled to have a Principals' Association representative present at any meeting regarding notification, development, progress and/or final determination of a Plan of Support (POS). Principals/Assistant Principals Building administrators will notify their evaluator in advance of the name of the individual who will be present.
4. The Plan of Support (POS) will identify the dates formal feedback will be provided as well as the beginning and end dates of the POS.
5. At end date of Plan of Support (POS), evaluator may remove building administrator from POS, extend POS, or recommend change in assignment or non-renewal to Superintendent. An "Unsatisfactory" rating at conclusion of POS period must precede a recommendation for non-renewal.

Section 8 – Due Process

The following guidelines provide due process for orderly and expeditious hearing of complaints pertaining to the Collective Bargaining Agreement:

1. The parties are committed to a collaborative working relationship; one that fosters open communication and problem solving. If disagreements arise, the parties agree to make every effort to resolve the situation at the lowest level possible. Principals and Assistant Principals are encouraged to seek resolution through their Learning Improvement Officer, Deputy Superintendent, or Superintendent. Principals and Assistant Principals may ask another member of the Association to accompany him/her to any such resolution meetings.

The following guidelines provide due process for orderly and expeditious investigations regarding allegations of Principal/Assistant Principal misconduct:

1. Members of the Federal Way Public Schools Principal/Assistant Principal Association are entitled to have a member of the Association present during any and all investigatory meetings. Principals/Assistant Principals will notify their evaluator in advance of the name of the individual who will be present.
2. The District will begin the investigation as quickly as possible and engage sufficient available investigatory resources to complete investigations in a timely manner. The District will, upon request, provide the Association with periodic updates on the status of the investigation.

SECTION 9 - COMPLETE AGREEMENT

The above items will constitute the complete agreement between the Association of Federal Way

School Principals and the Board of Education of the Federal Way School District. The parties mutually agree that to the extent the District violates state salary regulations by the compensation package contained herein, and to avoid the consequences of a penalty whether financial or not, the District at its option may reduce compensation (salary or fringe benefits) to the extent necessary to bring the District into compliance.

Compensation adjustments in the 2022-2025 salary schedule were made by using information gathered from selected Districts (Auburn, Bethel, Highline, Kent, Puyallup, and Renton). Nothing contained herein shall require or preclude gathering data from these Districts in the future or compel or restrict future compensation determinations to these districts. The parties recognize that subsequent talks will have to reach a conclusion based on all information known at that time. It is agreed that decisions regarding compensation and benefits made after the Agreement is ratified by the District and the Association do not preclude the alteration of the Agreement. Such alteration will be done through Letters of Agreement.

Signature Page

**Association of Federal Way School –
Principals**

Federal Way School District #210



Principal's Association

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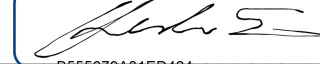
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Dr. Dani Pfeiffer, Superintendent

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Date

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Hiroshi Eto, School Board President

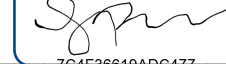
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Dr. Jennifer Jones, School Board Member

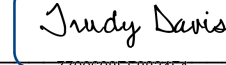
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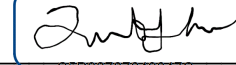
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Trudy Davis, School Board Member

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Quentin Morris, School Board Member

11/20/2022

Date

