



**CONTRACTUAL AGREEMENT**

**BETWEEN**

**MOUNT BAKER ADMINISTRATORS' ASSOCIATION**


**AND**

**MOUNT BAKER SCHOOL DISTRICT**

**July 1, 2018 - June 30, 2019**

Approved By:

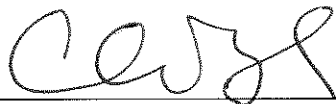
Mount Baker Administrators' Association



Matt Durand

6/1/18  
Date

Mount Baker School District



Charles Burleigh, Superintendent

5/31/18  
Date



## TABLE OF CONTENTS

ARTICLE I – Duration	4
ARTICLE II – Medical, Dental and vision Benefits	4
ARTICLE III – Professional Development	4
ARTICLE IV – Leaves	4-6
ARTICLE V – Travel	6
ARTICLE VI – Reduction in Force	6
ARTICLE VII – Liability Coverage	7
ARTICLE VII – Retirement Project	7
ARTICLE IX – Salary	7-8
ARTICLE X – Employment and Salary Payments	8
ARTICLE XI – Reopening of the Agreement	9
ARTICLE XII – Evaluation	9
ARTICLE XIII – Contract Maintenance	9

## **ARTICLE I — DURATION OF AGREEMENT**

This Agreement between the Mount Baker School Administrators' Association (MBAA) and the Mount Baker School District (MBSD) shall be effective from July 1, 2018 through June 30, 2019.

## **ARTICLE II — MEDICAL, DENTAL AND VISION BENEFITS**

Administration will receive the same benefits package and coverage as MBEA.

## **ARTICLE III — PROFESSIONAL DEVELOPMENT**

### **SECTION 1 – Funding**

- A. The District shall provide funding for administrators' staff development.
- B. The base amount for this Agreement shall be \$1,000 per administrator per school year.
- C. Staff development funding described in this article shall not be charged to or deducted from school or program budget allocations.
- D. Unused professional development funding may be carried over from one employment year to the next, provided that the maximum amount available for use by an individual in any single employment year shall be \$3000.
- E. If an administrator carries over more than \$3000 dollars or if there is money left in an administrator's account when they leave the district, the excess amount will be made available for the Educational Leadership Team to use for collaborative staff development (see Article III Section 3 below).

### **SECTION 2 - Professional Association Membership**

Each administrator shall become a member of a professional association of the administrator's choice. The membership dues shall be paid by the District.

### **SECTION 3 - Collaboration in Professional Growth**

The need for collaboration and unified effort among school leaders is recognized as necessary for peak performance. Each administrator agrees to spend up to 30% (thirty percent) of the staff development funds allocated to him/her on collaborative staff development activities that are:

- Collaboratively agreed upon by the Educational Leadership Team
- In alignment with the Educational Leadership Team's annual Goals
- In August of each year the district leadership team will meet to formalize an administrator's professional development plan for the coming year. This plan will be modified as necessary as the year progresses.
- After November 1<sup>st</sup> administrators will be able to spend held for collaborative work if there is no plan for their use.

## **ARTICLE IV — LEAVES**

### **SECTION 1 - Sick Leave**

- A. Each Administrator with an employment contract shall be granted twelve (12) days sick leave per contract year per 1.0 FTE.
- B. Sick Leave may be used for illness, injury to, or disability of the employee, or the employee's spouse, child, parent or parent-in-law.
- C. Unused sick leave shall accumulate from year to year up to a maximum number that is equal to 180 days.
- D. After five (5) consecutive working days absence, because of illness or disability, a physician's certificate shall be provided by the employee.

E. Remuneration of unused sick leave:

1. Administrators may cash in unused sick leave above an accumulation of sixty (60) days up to a maximum of twelve (12) days or those days of the twelve (12) unused during the prior calendar year upon notification of the District in January. These days will be cashed in at a rate of one (1) full day's monetary compensation for four (4) days of accumulated sick leave. The employee's sick leave accumulation shall be reduced by four (4) days for each day compensated under this plan. The payments shall be made no later than the March Payroll.
2. At the time of separation from school district employment for reasons of retirement or death, an eligible administrator or the administrator's estate shall receive remuneration for the accumulated sick leave days up to a maximum of one hundred eighty (180) days at a rate of one day's pay for each four (4) full days of accrued sick leave. Retirement shall be defined as the time when an administrator qualifies for retirement under the State Retirement Plan for teachers and begins to draw that retirement.
3. An administrator who retires under a legislatively authorized "early retirement plan" shall receive at the time of his/her separation from employment not less than one half (0.50) of the remuneration for accrued sick leave at the rate of one day's pay for each four (4) full days of accrued sick leave. The District shall pay the remainder of such administrator's remuneration to the administrator or to the administrator's estate no later than the date the administrator would have been eligible to retire or three years following the date of the administrator's separation from employment, whichever occurs first. Not less than one-third (0.33) of the remaining remuneration shall be paid annually in June. (RCW 28A.400.212).
4. The VEBA plan shall be available to the Association membership.

**SECTION 2 - Family Medical Leave**

Family Medical Leave shall be provided in compliance with state and federal laws.

**SECTION 3 - Military Leave**

An administrator serving as a member of the National Guard or any Reserve Component of the Armed Forces of the United States is entitled to leave with pay for active duty required in fulfillment of military obligation, upon application thereof, for a period not exceeding fifteen (15) calendar days in any one (1) calendar year except that he/she must have been serving in the public employment within the State for a period of six months next preceding his/her application to receive regular pay for a period of leave.

**SECTION 4 - Jury Duty and Subpoena Leave**

Leave with pay shall be granted when an individual serves on jury duty or as a subpoenaed witness provided the individual will be paid his/her regular per diem salary minus the amount he/she is compensated by the court. It is understood that mileage reimbursement, if any, received from the court is not compensation.

**SECTION 5 - Emergency Leave**

- A. Three (3) days of non-cumulative paid emergency leave per school year shall be granted and shall be deducted from sick leave. Emergency leave may be taken at the discretion of the individual where there exists a problem that is serious in nature, or has occurred in a way that planning could not relieve the necessity of the administrator's absence.
- B. Each administrator using emergency leave shall be required to submit a written report to the superintendent in which there is a description of the reason(s) causing the use of emergency leave
- C. In the event of a major situation involving uncontrollable circumstances, an individual may

request the superintendent to approve not more than two (2) additional days of emergency leave.

- D. Each administrator requesting additional emergency leave shall be required to submit a written request to the superintendent in which there is a description of the reason(s) for the request.

### **SECTION 6 - Bereavement Leave**

Up to three (3) days of paid leave per death shall be granted per school year for bereavement of a household member, relative or significant friend. Such leave is non-cumulative. Written requests for additional bereavement leave days may be approved by the superintendent.

### **SECTION 7 - Personal Leave**

- A. Each administrator shall be granted, upon request, three (3) days leave per year under the following conditions:
  - 1. 24 hour notice
  - 2. Leave shall not be available during the first five and/or final two student days and the first five and/or final two employment days of an individual.
  - 3. Leave shall not be used alone or in combination with any other paid or unpaid leave to extend the length of either the winter vacation period or the spring vacation period.
- B. Unused personal leave shall accumulate from year to year up to a maximum of five (5) days. Unused personal days that would be lost at the end of a contract year will be compensated at an administrator's per diem rate.

## **ARTICLE V – TRAVEL**

Travel expenses incurred while on approved district business will be reimbursed as provided in district policy.

## **ARTICLE VI — REDUCTION IN FORCE**

### **SECTION 1 - Administrator Categories**

- A. K-6 principal/vice principal
- B. 7-12 principal/vice principal
- C. District level director/coordinator

### **SECTION 2 - Definition of Seniority**

- A. 1st consideration — FTE years of service in the administrative category in the district.
- B. 2nd consideration — total FTE years of service in the administrative category in and out of the district.
- C. 3rd consideration — total years of certificated teaching and administrative experience in and out of district.

### **SECTION 3 - Definition of Administrative Structure, Positions, Responsibilities**

- A. The District retains authority to define the administrative structure, positions, responsibilities and staffing.
- B. Administrative team members will be provided with opportunities to meet and confer with district designees about issues related to RIF and/or other redefinition that would affect administrative responsibilities and/or staffing.
- C. Requirements for certification and endorsement(s) will be taken into consideration prior to decisions being made about transfer from one administrative position to another or about other change(s) in status.

**SECTION 4 - Methods for Reducing Administrative FTE**

- A. Do not fill positions that are vacant due to attrition. Decision to fill or to leave fully or partially vacant will be influenced by the nature of the position and responsibilities.
- B. Transfer of one or more administrators to subordinate position within each administrator's category.
- C. RIF one or more full-time positions to part-time and/or one or more part-time positions to lesser part-time. This may entail "sharing" of responsibilities previously assigned to RIF'ed position(s).
- D. Elimination of one or more part-time and/or full time positions. This may entail "sharing" of responsibilities of previously assigned position(s) and/or assumption of other supervisory responsibilities in certificated and/or classified personnel areas.

**ARTICLE VII — LIABILITY COVERAGE**

The District will provide for the liability and legal defense coverage of administrators in cases brought against them while in the good faith and lawful performance of their responsibilities.

**ARTICLE VIII — RETIREMENT PROJECT**

After thirty (30) years of service, with at least 15 years in the Mount Baker School District, an administrator who decides to retire in any subsequent year (30<sup>th</sup> or more) may elect to write an evaluation of the Mount Baker School District based upon his/her career experience and observation, or other mutually agreed upon project. The guidelines for this document are available from the District Office. The completed document shall become property of the District and be on file for consultation by the District Board. The administrator shall give an oral presentation to the Board at a regularly scheduled meeting. Salary compensation shall be via a supplemental contract not to exceed two thousand five hundred dollars (\$2,500).

**ARTICLE IX— SALARY**

**SECTION 1 – Factors**

- A. Experience:

Years of Experience	Experience Factor
2	1.01
3	1.02
4-5	1.04
6-7	1.05

Years of Experience	Experience Factor
8-9	1.06
10-11	1.07
12-19	1.08
20+	1.09

Administrators will be placed on the salary schedule based on experience in-district and in-state in the same or equal position. Experience will be acknowledged for MBSD assistant principals moving into a principalship at the rate of 1/2 year credit for each year of service as an assistant. MBSD Administrators moving into other administrative positions, other than assistant principals moving into a principalship, will be acknowledged for their work in the MBSD at the rate of one year credit for each year worked in the MBSD.

B. Contract Length and Base Salary:

Position	Contract Work Days	Base Salary
High School Principal	220	\$118,159.00
High School Vice Principal	210	\$104,466.00
Director	220	\$119,573.00
Junior High Principal	210	\$109,498.00
Elementary Principal	210	\$106,884.00
Elementary Vice Principal	200	\$95,529.00

- C. Elementary Principal Stipend: An Elementary Principal of a school of over 400 students without an assistant principal shall receive a stipend equal to 6 days of per diem pay.
- D. Secondary Principal and Vice Principal Stipend: Secondary Principal and the Assistant Principal of a school equaling 700 students or more without a second vice principal shall receive a stipend equal to 6 days of per-diem salary.
- E. Doctorate Stipend: Administrators holding a Doctoral Degree shall receive an annual stipend of \$2000 dollars.
- F. Summer Work Stipend: The stipend for the Summer Work shall be \$4000.
- G. Evening Supervision Stipend: Each Elementary building administrator will receive a \$1,125 stipend and each secondary administrator will receive a \$2,500 stipend every contract year.
- H. Curriculum Stipend: Each administrator shall receive a stipend for curriculum work for 50 hours at the rate of \$50 per hour.

**SECTION 2 - Individual Salary Computation**

The individual's salary shall be determined by correct placement on the above factors and the following formula:

$$\text{Salary} = \text{Experience Factor} \times \text{Base Salary plus any stipends}$$

**SECTION 4 - Additional Employment Days**

Additional employment days may be approved in advance by the superintendent when justified by the existence of special circumstances.

**SECTION 5 - Prorated Benefits**

Insurance benefits, leave days, professional development funding, are provided for a full-time administrator (1.0) FTE. In the event an individual is employed as a part-time (less than 1.0 FTE) administrator, leave days, professional development funding, shall be pro-rated according to the employment FTE. Insurance benefits will be funded at the full amount as other full-time administrators at or above .6 FTE. Administrators below .6 FTE will have insurance benefits funded on a pro-rated basis.

**ARTICLE X — EMPLOYMENT YEAR AND SALARY PAYMENTS**

**SECTION 1 - Employment Year**

The employment year shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of the following calendar year. Administrators shall begin their regular work schedule no later than two weeks before school begins and end no earlier than one week after the school year ends.



## **SECTION 2 - Salary Payments**

Salary shall be paid in twelve (12) equal payments beginning with August pay date and ending with the July pay date of the following calendar year.

## **SECTION 3 - Exception for First-Year-In-The-District Administrator**

The parties to this Agreement may make a mutually agreed upon exception for a first-year-in-the-district administrator whose administrator's final salary payment is in June. If agreed to such an exception would result in the administrator's first year salary to begin in July and to be paid in thirteen (13) equal monthly payments with the final salary payment being made in July of the following calendar year.

## **ARTICLE XI — REOPENING OF THE AGREEMENT**

By mutual agreement of the District and the Association, this Agreement may be reopened for bargaining of identified specific issues.

Both parties agree to reopen Article VI — "Reduction in Force" beginning October 1<sup>st</sup>, 2018 with a sunset clause of February 28, 2019 should no mutual agreement be reached.

## **ARTICLE XII — EVALUATION**

Certificated administrators in the Mount Baker School District will be evaluated yearly by the superintendent or designee in accordance with RCW 28A.405.100. The evaluation process shall be based upon current "best practices" and be mutually agreed upon by the Certificated Administrators and the Mount Baker School District.

## **ARTICLE XIII – CONTRACT MAINTENANCE**

Contract maintenance meeting will be held between the district and representatives of the MBAA at regular intervals during the year.