

**S
K
A
P**

Collective Bargaining Agreement

Between the
South Kitsap Association
of Principals

and

South Kitsap School
District No. 402

July 1, 2020 through June 30, 2023

TABLE OF CONTENTS

PREAMBLE	1
DEFINITIONS	1
ARTICLE I – Administration	2
ARTICLE II – Rights of the District	3
ARTICLE III – Rights of the Employee	4-5
ARTICLE IV – Rights of the Association	6
ARTICLE V – Leave of Absence	7-11
ARTICLE VI – Benefits and Reimbursements	12-14
ARTICLE VII – Compensation	15-16
ARTICLE VIII – Staffing Levels	17-18
ARTICLE IX – Professional Development	19
ARTICLE X – Duration and Acceptance of the Agreement	20
Memorandum of Understanding – SKAP-002R	21
Memorandum of Understanding – SKAP-003R	22

PREAMBLE

This Agreement is entered into by and between the South Kitsap Association of Principals, herein the “Association” and the South Kitsap School District No. 402, Kitsap County, Washington, herein the “District.” The Association and the District shall be the sole parties to this Agreement.

DEFINITIONS

Unless the context in which they are used clearly requires otherwise, when used in the Agreement:

The term “**Act**” shall mean the Educational Employment Relations Act, Chapter 41.59 RCW, laws of the State of Washington.

The term “**Administrator**” shall refer to all employees represented by the Association in the unit, as defined in Article I, Section 1.1.

The term “**Agreement**” shall mean this entire Collective Bargaining Agreement.

The term “**Association**” or “**SKAP**” shall mean the South Kitsap Association of Principals.

The term “**Board**” shall mean the Board of Directors of the South Kitsap School District No. 402.

The term “**days**” shall mean calendar days, unless otherwise specifically defined in this Agreement.

The term “**District**” shall mean the South Kitsap School District No. 402.

ARTICLE I

ADMINISTRATION

Section 1.1. Recognition. The District recognizes the Association as the sole and exclusive bargaining representative for the professional supervisory certificated personnel who are employed by the District, whether under contract or on approved leave of absence as follows: Principals, Assistant Principals, Associate Principals or other school building supervisory personnel with similar titles and duties.

Section 1.2. Conformity to Law. This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provision(s) of this Agreement, or any application of this Agreement to any administrator or group(s) of administrators covered hereby shall be found contrary to law by a court of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provision(s) or application(s) of the Agreement shall continue in full force and effect. If any provision(s) of this Agreement is found to be contrary to law by a court of competent jurisdiction, an Attorney General Opinion, or an Auditor's Report, the parties shall meet pursuant to the Act concerning said provision.

Section 1.3. Individual Contracts. All individual employment contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. Any individual administrator contract hereinafter executed shall expressly provide that it is subject to the terms and conditions of this and subsequent Agreements between the District and the Association. If any such individual administrator contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

ARTICLE II

RIGHTS OF THE DISTRICT

Section 2.1. Management Rights.

Section 2.1.1. District-Vested Authority. The rights, powers, authority and functions of management shall remain exclusively vested in the District and its Board of Directors, except as specifically and expressly limited by the language of this Agreement.

Section 2.1.2. Scope. All matters not covered or treated by the language of this Agreement will be administered by the District as from time to time it may determine.

Section 2.1.3. Reasonable Rules and Regulations Rights. The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making such rules and regulations, the District shall give due regard to the rights of employees and to the obligations imposed by this Agreement. The District has the express right to determine the method, numbers and kinds of employees necessary to operate the District and to make changes in such employment, provided that such changes are made pursuant to the express provisions of this Agreement and applicable state law.

Section 2.2. Adverse Financial Conditions.

Section 2.2.1. Adverse Financial Conditions. The District shall have the right to reopen this Agreement, in accordance with Chapter 41.59 RCW, for application to the current or ensuing school years, in the event of a double maintenance and operations levy failure.

ARTICLE III

RIGHTS OF THE EMPLOYEE

Section 3.1. Individual Rights.

Section 3.1.1. Nondiscrimination. Neither the District nor the Association shall illegally discriminate against any administrator subject to this Agreement on the basis of their race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation – including gender expression or identity, marital status, or the presence of any sensory, mental, or physical disability, the use of a trained dog guide or service animal by a person with a disability.

Section 3.1.2. Citizenship. Every administrator has the full rights of citizenship and the exercise thereof, as well as other rights specifically afforded by the rules, regulations and statutes of the United States and the State of Washington.

Section 3.2. Job Descriptions. The District shall annually provide to the Association copies of all unit job descriptions, upon request of the Association president. The Association shall be afforded an opportunity for input prior to changes in unit job descriptions being implemented by the District.

Section 3.3. Conditional Hire Status. All new administrators shall be hired on a conditional status pending completion of the required background and fingerprint checks in accordance with Washington State law.

Section 3.4. Postings/Transfers for Unit Positions. Administrators may, prior to March 15 annually, submit a request to transfer to potential or known administrative vacancies within the bargaining unit to the Superintendent. Pursuant to Washington state law, the Superintendent has the authority to transfer administrators as necessary to operate the District; provided, however, that such transfer is in accordance with the express provisions of this Agreement and applicable state law. Administrators may apply and compete for appointment to open administrative positions in accordance with the provisions and requirements of the stated posting.

Section 3.5. Legal Counsel. In processing grievances presented by other bargaining units within the District, the District shall provide administrators with appropriate District and legal counsel on matters specific to their assigned responsibilities. The scope of the representation shall be determined by the District consistent with the individual circumstances.

Section 3.6. Role of Administrators. The administrators shall be considered key in the organizational structure of the District. The administrator positions shall be recognized as one of executive educational leadership in the service of a school. As such, the bargaining unit positions shall have the responsibility and commensurate authority to administer the school within the policies and regulations established for the District.

Section 3.6.1. Decision Processes. The Board retains the vested authority for the establishment of policy for the District. It is exceedingly important in the process of decision making that administrators participate as vital members of the management team and be involved in decisions that lead to the establishment of policy where feasible. Such participation shall include but not be limited to staff hires, discipline, evaluation, discharge and non-renewal of supervised

employees; assignment, reassignment, transfer and layoff of supervised employees; budget priorities that the District believes will best carry out the goals of the District and the established educational program; curriculum standards relevant to the needs of the students and the characteristics of the District; regulations for student suspension and discharge; safety, health and property protection measures to be implemented in the District; appropriate use of District facilities, property and materials; location of schools and other facilities of the District; financial procedures and regulations of the District, including the general accounting procedures, inventory of supplies and equipment; and appropriate extra-curricular activities deemed necessary by the District for an effective, well-rounded educational program.

Section 3.7. Employment Contract. No Administrator shall be employed in a position of Administrator with the District except by written order of a majority of the Board at a regular or special meeting thereof, nor unless the administrator is the holder of a valid certificate required by Washington State law or the State Board of Education for the position for which the administrator is employed.

Section 3.7.1. The Board, or designee, shall issue each administrator employed by it a written and or electronic contract, which shall conform with the laws of the State of Washington, and except as otherwise provided by law, be limited to a term of not more than one (1) year. Every such contract shall be made in duplicate, one (1) copy to be retained by the District and one (1) copy to be delivered to the administrator.

Section 3.8. Personnel Files. A permanent personnel file shall be maintained for each administrator, either in an electronic or physical form, and may contain, but not be limited to, the original employment application, individual employment contract(s), pay authorization(s), transcripts, copies of certificate(s), and correspondence and evaluation report(s). Personnel files shall be open to public disclosure in accordance with the laws of the State of Washington.

Section 3.9. Performance Appraisal. Administrators shall be evaluated by the Superintendent, or their certificated designee, in accordance with the established past practice and in accordance with the laws of the State of Washington, and in accordance with the District-established policies and procedures.

Section 3.10. Separation of Employment.

Section 3.10.1. Separation by Resignation or Retirement. The administrator shall, under usual circumstances, provide notice to the District of at least sixty (60) days of the intent to separate employment for reasons of resignation or retirement. The Superintendent may choose to waive this requirement.

Section 3.10.2. Separation for Nonrenewal or Discharge. Any separation proceeding for the purpose of nonrenewal or discharge shall be for sufficient cause and shall be conducted in accordance with applicable Washington State law(s).

Section 3.10.3. Separation by Reduction in Force. In the event of a Reduction in Force, the District shall consider administrators who are scheduled for layoff for positions of lower administrative rank. The District shall make a determination utilizing criteria that shall include, but not be limited to, financial necessity, qualifications, and seniority.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. Meetings with the Superintendent. Association representative(s) shall meet with the Superintendent, as necessary to discuss practices and problems or other matters of mutual concern. The dates, times and places of such meetings shall be mutually established; provided, however, that the Superintendent may call for a meeting at any time to discuss matters of significant importance or emergency matters.

Section 4.2. Availability of Information. The District shall provide the Association, upon its request, copies of financial statements that are produced in the regular course of business, copies of reports to the Office of the State Superintendent of Public Instruction, copies of actual and projected enrollments, and other relevant financial information produced for the Board. The District will also furnish the Association with Board agendas and minutes of all Board meetings together with information that may be necessary for the Association to process any grievance.

Section 4.2.1. The District shall make available to the Association, upon its request, addresses of administrators, provided that the Association shall ensure that District lists are not released outside the Association.

Section 4.3. Mail System. The Association may use the District's internal mail distribution system to circulate routine information to its members, provided such distribution shall not violate U.S. Postal regulations. The Association shall not use the District mail system to distribute or obtain information regarding political candidates or issues which are a part of any public election. Should the Association intentionally or unintentionally misuse the system, it will hold harmless the District and promptly rectify such misuse or the District may cancel the Association's right to use the system.

ARTICLE V

LEAVES OF ABSENCE

Section 5.1. Leave for Illness, Injury, and Emergencies (Sick Leave). As of July 1 annually, each administrator under contract with the District shall be credited twelve (12) days annual leave with full pay for illness, injury, and emergencies (referred to hereafter as “sick leave”). Such days are to be used for sickness, illness, emergency, and other authorized leaves. Sick leave shall accumulate to a maximum of the administrator’s work year contract.

Section 5.1.1. Should an administrator resign during the contract year, the twelve (12) days of credited sick leave shall be prorated based on the number of days worked in the contract. Administrators employed after the beginning of the contract year shall receive a prorated number of sick leave days based on the number of actual contracted days.

Section 5.1.2. Sick leave accumulated by an administrator while employed in a certificated position in any school district or approved educational agency in Washington State, shall be granted in accordance with Washington State law to such administrator upon employment in the District, provided such accumulated sick leave is verified by the previous employer(s).

Section 5.1.3. Compensation for sick leave shall be the same as the compensation the administrator would have received had the administrator not taken sick leave.

Section 5.1.4. Experience credit for determining salary schedule placement and seniority shall be the same as the experience credit the administrator would have received had such person not taken sick leave.

Section 5.1.5. Sick leave may be used to care for a child of the administrator with a health condition that requires treatment or supervision or for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition in accordance with state or federal law. The parties agree that the provision(s) in law which most benefits the administrator shall be available to the administrator. Such leave may be utilized up to the limit of accumulated sick leave days. Under the Family and Medical Leave Act provisions, the District may require appropriate medical certification. For this section, the following definitions shall apply consistent with Washington State Law:

5.1.5.1. “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (a) under eighteen years of age; or (b) eighteen years of age or older and incapable of self-care because of a mental or physical disability.

5.1.5.2. “Grandparent” means a parent of a parent of an employee.

5.1.5.3. “Parent” means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

5.1.5.4. “Parent-in-law” means a parent of the spouse of an employee.

5.1.5.5. “Spouse” means a husband or wife as the case may be.

Section 5.1.6. For any absence in excess of seven (7) consecutive working days, certification must be made by a practicing physician, dentist, or other person licensed to perform customary

health service that the absence was due to illness, or injury, and must be renewed every ten (10) days, unless other arrangements are approved by the Human Resources Department. After an administrator uses fifteen (15) days of sick leave during any one (1) contract year, the District may require certification by a practicing physician, dentist, or other person licensed to perform customary health service that any additional use of sick leave is due to illness or injury.

Section 5.1.7. Leave for Emergencies (Deducted from Sick Leave). Emergency leave of three (3) days per year shall be granted with pay; accumulative to a maximum of six (6) days. No more than three (3) days of emergency leave shall be granted per any one occurrence. The only exceptions to these limitations are noted in Section 5.1.7.1. below. Emergency leave must be approved by the District and must be due to a problem that has suddenly precipitated or is unplanned or where preplanning could not relieve the necessity for the administrator's absence. Such leave shall include absences for illness in the immediate family not covered under Section 5.1.5. above. The "immediate family" for emergency leave purposes shall be defined as son, daughter, father, mother, brother, sister (including in-laws and foster relationships which were of more than one year's duration), husband, wife, grandparents and grandchildren of the administrator or administrator's spouse. Other reasons for emergency leave shall include but not be limited to:

- Legal affairs or business obligations that are of an important nature and cannot be conducted at another time.
- Situations created by forces of nature having significant deleterious effects upon the administrator's property, health, or family safety.
- Funerals not covered by bereavement leave.
- Non-injury accidents when administrators are in route to work.
- Failure of a public transportation carrier to meet a regularly scheduled operation.

Section 5.1.7.1. Exceptions to Time Limitations. The District may authorize emergency leave days in excess of the limitations listed in Section 5.1.7. above, in the following situations:

Section 5.1.7.1.1. Serious Illness in Immediate Family. In the event that an administrator has used all of their accumulated and allowable emergency days, then up to two (2) additional days may be granted for a serious illness in the immediate family.

Section 5.1.7.1.2. Adoptions. Up to ten (10) days may be authorized for the purpose of placement of a child being adopted by the administrator.

Section 5.1.7.2. All emergency leave absences shall be deducted from the administrator's sick leave balance.

Section 5.1.8. Attendance Incentive (Sick Leave Cash Out). Any sick leave not taken shall accumulate from year to year unless the administrator elects to be paid for some accumulated sick leave under the Attendance Incentive Program as provided by the following: 1) In January, any eligible administrator may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the administrator for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation; provided that no administrator may receive compensation

under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month; 2) At the time of separation from District employment due to retirement or death, an eligible administrator or the administrator's estate, shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the administrator for each four (4) days accrued leave for illness or injury. No more than one hundred and eighty (180) accrued sick leave days shall be eligible for conversion.

Section 5.2. Health Leave Without Pay. An administrator who is unable to perform the duties because of personal illness or other disability may upon request, be granted health leave without pay (HLWOP) upon the exhaustion of accumulated sick leave. Application for health leave without pay shall be made in writing to the Human Resources Department and shall be accompanied by verification from a practicing physician, dentist, or other person licensed to perform customary health service, including an estimated time of recovery.

Section 5.2.1. Health leave without pay may be extended for the duration of a contract year. In extraordinary circumstances, the District may at its option, grant health leave without pay for a second contract year (or part of the second year). Any request for extension shall be accompanied by verification from a physician, dentist, or other person licensed to perform customary health service, including an estimated time of recovery.

Section 5.2.2. While on health leave without pay, the administrator's experience credits for salary schedule purposes and leave benefits shall be reduced on a prorated basis (number of HLWOP days/number of contract days), except to the extent provided by Family Leave.

Section 5.3. Leave Sharing. The District shall make available a leave sharing program. The program shall be available to administrators pursuant to Board policy and procedures.

Section 5.4. Family Medical Leave. The parties recognize that both state and federal laws impact this area. The parties agree that the provision(s) in law which most benefit(s) the administrator shall be available to the administrator, if a conflict in law occurs. Family Leave shall be for the purpose of attending to a qualifying individual who has a serious health condition (i.e., terminal illness or a condition involving inpatient care and/or continuing treatment by a health care provider) requiring treatment or supervision by the administrator and no other reasonable arrangement can be made. Such approved leave days taken will be deducted from accrued sick leave or may be taken as temporary health leave without pay after proper request, or be arranged for in combination of paid and non-paid leave. The program shall be available to administrators pursuant to Board policy and procedures.

Section 5.5. On-the-Job Injury Leave. Administrators who are absent due to injury occurring in the course of employment shall have the following options concerning their salary:

- Opt for the absence to be covered by their accumulative sick leave; or
- Opt for the State Industrial Insurance compensation; or
- Opt to accept the compensation from the Industrial Insurance in addition to a prorated compensation from their accumulative sick leave in order to receive their full pay.

Section 5.6. Personal Leave. Three (3) days of personal leave will be granted by the District annually. Personal leave is cumulative up to six (6) days. All personal leave must have prior approval of the Superintendent or designee.

Section 5.7. Maternity/Parental Leave.

Section 5.7.1. An administrator requesting maternity leave shall give written notice to the District at least four (4) weeks prior to commencement of said leave. The written request for maternity leave shall include a statement of the expected date of absence and date of return to employment. Within thirty (30) calendar days after childbirth, the administrator will inform the District in writing of the specific day when she will return to work.

Section 5.7.2. Leave for maternity purposes will be granted on the same basis as for any other temporary disabling event. Accrued sick leave may be used by the administrator, and/or health leave without pay if requested, will be granted for the period of actual disability as determined by a competent medical authority. An administrator may request Family Leave for parental purposes, subject to the provision(s) of the District Family Leave Policy.

Section 5.7.2.1. An administrator may request parental leave without pay up to one (1) school year from the date of birth of the child, subject to approval by the District.

Section 5.8. Bereavement Leave. Five (5) days Bereavement Leave may be granted for each death in the immediate family or immediate household. The immediate family shall be defined as child, parent, brother, sister, (including in-laws and foster relationships which were of more than one (1) year's duration) husband, wife, grandparents and grandchildren of the administrator or administrator's spouse. The immediate household shall be defined as all people living in the same family unit, not necessarily relatives.

Section 5.8.1. One (1) day of bereavement leave may be granted for the death of an individual not defined as immediate family or a household member.

Section 5.8.2. If extenuating circumstances occur, the administrator may utilize emergency leave for bereavement purposes, subject to prior approval by the District.

Section 5.8.3. Bereavement Leave shall not be accumulative.

Section 5.9. Jury/Witness Leave. Leaves of absence with pay shall be granted for jury duty. Any compensation received for jury duty performed on workdays shall be deducted from the administrator's salary. The administrator shall notify the District when notification to serve on jury duty is received.

Section 5.9.1. Administrators shall also be granted leave with pay when subpoenaed as a witness in a court of law. Any compensation received for such leave shall be deducted from the administrator's salary; provided, however, that such leave will not be granted when subpoenaed by the Association in legal action against the District or in actions when the subpoenaed administrator is a party to the action.

Section 5.10. Military Leave. Military leave shall be granted pursuant to federal and state laws. Salary schedule experience for military leave shall be awarded in accordance with the established SPI rules and regulations.

Section 5.11. Leave Without Pay. Leaves of absence without pay, either full-time or partial, which are in the best interest of the District, may be granted at the discretion of the District. Such leaves require prior approval.

Section 5.11.1. Leaves of absence without pay that have been approved for one (1) full contract year may be renewed for one (1) additional year only at the District's option. Administrators shall make the renewal request prior to May 1 annually.

Section 5.11.2. Leaves of absence without pay for less than one (1) contract year may be approved by the Superintendent or designee. Leaves of absence without pay for one (1) full contract year require approval of the Board.

Section 5.11.3. While on leave without pay, experience credits for salary schedule, seniority or benefit purposes, shall be reduced on a prorated basis (number of LWOP days/number of contract days), except to the extent provided by Family Leave.

Section 5.11.4. Absence Records. Administrators on short-term leaves of absence that do not require Board approval shall promptly report their absence on the District-provided Leave Request Form as required. Should the administrator fail to provide the report prior to the next payroll cut-off period, the District may deduct leave without pay until the report is properly filed.

ARTICLE VI

BENEFITS AND REIMBURSEMENTS

Section 6.1. Insurance Programs. The District will implement the State's mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB). The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined in law.

Section 6.2. Eligibility. All administrators who work 630 hours or more are required to enroll in SEBB benefits. Eligibility for enrollment in the optional plans shall be as defined by the program provider.

Section 6.3. Enrollment. New administrators desiring coverage for basic benefits and/or optional benefits, as described below, must enroll in the insurance programs within thirty (30) days of the date of hire into a position that qualifies them for benefits. Failure to meet this deadline will result in non-eligibility until the next general open enrollment period for the District. Administrators shall have the option to change or enroll in basic benefits and/or optional benefits insurance programs during the open enrollment period specified by the District.

Section 6.4. District Contributions. The District shall pay the full portion of the employer contribution per full-time employee.

Section 6.5. Basic Benefits and Contributions. All eligible administrators as defined in Section 6.2. above, along with eligible dependents, will pay and be eligible for full insurance coverage under the SEBB program if the Administrator works, or are anticipated to work 630 hours or more in an eligibility year, as long as they maintain an employee/employer relationship. Payroll deductions will be made for any portion of an eligible administrator's premiums.

Section 6.6. Potential "Optional Benefits". "Optional benefits" means those District-approved insurance programs optionally available to administrators outside the Basic Benefits programs, including additional long-term disability, additional individual life, and dependent group term life insurance, which are not basic benefits as described in Section 6.5. above.

Section 6.7. Leaves. While on an approved unpaid leave of absence, the administrator shall have the option to remain an active participant in the District's SEBB employee benefit programs by making contributions in the amount required but with no District contribution. Contributions must be made in a timely manner as established by the District. Administrators on Family Leave may be eligible for District contributions in accordance with state and federal law and District policy.

Section 6.8. Tax Sheltered Annuity Programs (TSA). The District shall make programs available to administrators for the purchase of tax-sheltered annuities. The District does not endorse any particular vendor. The District will enter into a deferred compensation contract when five (5) or more employees request the District to enter into a contract with a company of the administrators' choice authorized to do business in the State of Washington through a Washington-licensed insurance agent. Upon receipt of the administrator's properly executed application to participate in such a program, the District shall deduct the cost for purchasing the TSA from such administrator's salary.

Section 6.9. Section 125 Plan. The Section 125 Flex Plan shall continue during the term of this Agreement, subject to state and federal laws and District policy.

Section 6.10. Retirement. Administrators shall be eligible for participation in the Washington State Teachers' Retirement System in accordance with established regulations. The District shall report all hours worked as mandated by the Washington State Teachers' Retirement System.

Section 6.11. COBRA. Administrators who separate employment shall be eligible to participate in the state's/SEBB insurance programs under COBRA pursuant to federal and state law.

Section 6.12. Additional Life Insurance. The SEBB plan provides a \$35,000 group term life and \$5,000 accidental death and dismemberment coverage to eligible employees. You are automatically enrolled in basic coverage even if you waive medical coverage. You can buy supplemental life insurance and supplemental AD&D insurance for yourself and your eligible dependents.

Section 6.13. Compliance. The parties agree pursuant to RCW 28A.400.275, to abide by state laws pertaining to school district employee benefits.

Section 6.14. Travel Reimbursement. Administrators using their private automobile to travel on approved school business shall be compensated at the rate set by the Internal Revenue Service (IRS). All in-district mileage will be paid from the district office budget.

Section 6.15. Holidays and Vacation. Administrators are entitled to the following twelve (12) holidays without loss of pay:

- | | |
|-------------------------------|--|
| 1. Independence Day | 7. The day before or after Christmas Day* |
| 2. Labor Day | 8. New Year's Day |
| 3. Veteran's Day | 9. The day before or after New Year's Day* |
| 4. Thanksgiving Day | 10. Martin Luther King Day |
| 5. Day after Thanksgiving Day | 11. President's Day |
| 6. Christmas Day | 12. Memorial Day |
- * the date to be set annually by the District

Section 6.15.1. Administrators will accrue twenty-five (25) vacation days annually. Vacation shall be prorated for less than full-time or partial-year Administrators. Vacation may be accumulated to a maximum of thirty (30) days. Vacation shall be requested, scheduled, and approved in advance by agreement between the Administrator and the Superintendent or designee. Vacation approval will be requested by entering the days in Skyward. Vacation leave is generally intended for use on non-school days; however, Administrators may use vacation leave for limited periods of duration on days when schools are in session with advanced written approval of the Superintendent or designee.

Administrators may elect to receive remuneration annually for seven (7) unused accrued vacation days. To receive this payment for unused vacation days, the administrator shall submit to the payroll office a request for vacation cash out between July 1 and October 10. Payment will be made on the October payroll.

Upon termination of employment, the District shall allow the administrator to elect to be paid for accumulated vacation 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 constraints. Cash out for accumulated vacation shall be at the administrator's per diem rate, which shall be

calculated as the sum of two hundred sixty (260) days (12 month calendar), less holidays, vacation, and professional development days [260, less 12 holidays, less 25-vacation days, less 10 professional development days equals 213 days or 1/213th].

ARTICLE VII
COMPENSATION

Section 7.1.

Wage Schedule (July 1, 2020 through June 30, 2021)

South Kitsap School District - Principal Professional Salary Schedule 2020-2021			
Position	1 & 2	3 & 4	5
Senior High Principal	\$ 156,811	\$ 160,351	\$ 164,360
Senior High Assistant Principal	\$ 135,001	\$ 138,716	\$ 142,181
Middle School/Alternative Principal	\$ 145,358	\$ 149,322	\$ 153,052
Middle School Assistant Principal	\$ 131,470	\$ 133,890	\$ 136,014
Elementary Principal	\$ 137,139	\$ 140,913	\$ 144,433
Elementary Assistant Principal	\$ 131,295	\$ 133,201	\$ 134,196

Longevity Matrix-SKAP 2020-2021		
Position	Matrix Step	Total \$
Senior High Principal	3	\$ 3,287
Senior High Assistant Principal	3	\$ 1,422
Middle School/Alternative Principal	2	\$ 3,061
Middle School Assistant Principal	2	\$ 1,360
Elementary Principal	1	\$ 2,889
Elementary Assistant Principal	1	\$ 1,342

For the 2021-2022 school year, salaries will be increased by either the amount of IPD (if any) that was passed for the 2020-2021 school year and IPD passed for the 2021-2022 school year, with the 2020-2021 IPD added to the salary and then adding the 2021-2022 IPD to that sum. Additionally, after the allocation of both IPD sums, all cells on the salary matrix will be increased by \$480.

Salary adjustments for the 2022-2023 school year shall include IPD (if any). In addition, all cells on the salary matrix will be increased by \$300.

During the duration of this Agreement, a salary survey of geographically similar and like districts, to be agreed upon between the District and SKAP, will be conducted each winter/spring to ensure that SKAP members retain a competitive salary. If salaries are deemed not competitive to comparable districts, the District and SKAP will meet to discuss potential salary adjustments to be implemented for the following year.

One assistant principal at the high school may be appointed as the “Associate Principal” and shall receive an additional annual salary of \$3,436. This additional stipend shall be made available on a one-year supplemental contract at the discretion of the high school principal and the superintendent or designee.

Principals with ten (10) or more years of experience will receive an additional increase of 2%.
Assistant Principals with ten (10) or more years of experience will receive an increase of 1%.

Administrators that hold a doctorate degree will be compensated an additional \$2,500 stipend that will be issued on a separate supplemental contract and will follow established payroll procedures. Documentation of the doctorate degree shall be on file with the Human Resources Department prior to recognition of the degree.

Section 7.1.1. Step Placement. Movement on the salary schedule is shown above. Experience credit shall be determined by the District and shall be based on documented verification of experience. To calculate experience of less than one (1) year, experience shall be prorated based on scheduled workdays. Experience shall be rounded to the next nearest whole step at .50 FTE or greater. Two (2) years as an Assistant Principal shall be equal to one (1) year of experience as a Principal, provided that a half-year total will not round up to the next step (e.g. 2.0 years = Step 1; 3.0 years = Step 2; 4.0 years = Step 2)

Section 7.1.2. Annual Increments. Experience credit shall be applicable for the 2020-2023 contract years.

Section 7.2. Workdays/Work Year.

Section 7.2.1. The Administrator's annual base salary is full compensation, inclusive of professional development activities, for their regularly assigned duties, all scheduled workdays (213), professional development activities (10), holidays (12) and annual vacation (25) for a total of two-hundred sixty (260) days annually. The ten (10) professional development salary days shall be reserved for the scheduling of professional development pursuant to Article IX.

Section 7.2.2. The parties recognize that although Administrators are contracted to work a minimum number of scheduled days annually, in addition, they are expected to work at other times that may be required to meet emergency needs or unusual circumstances such as weekend days when vandalism, facility damage, or other emergency situations occur in the Administrator's building.

Section 7.2.3. Administrators may be requested by the Superintendent to perform additional responsibilities beyond their regular assignments (e.g., negotiations team, summer school planning/supervision, or new facilities planning). Compensation for such additional responsibilities shall be established in advance of the work being performed and shall be based on the significance of the assignment and the added workload.

ARTICLE VIII

STAFFING LEVELS

Section 8.1. Administrative/Head Teacher/Dean Staffing Levels. Staffing levels at the buildings will be based on the actual student head count on the first student day of October. Prior to reducing or eliminating an assistant principal position from a building, the Superintendent, Assistant Superintendent of Business and Operations, Director of Human Resources, the building Principal and the President of the Principal Association will meet to review the impact to the building. The Superintendent will retain the final authority on reductions of administrative staffing consistent with the terms of this agreement.

Section 8.1.1. Elementary Administrative/Head Teacher Staffing Levels.

Student Head Count	Staffing	Criteria
Up to 549	Stipend for Head Teacher	No Release Time
550 – 624	.50 FTE Released Head Teacher	Stipend Eliminated
625 – 674	1.0 FTE Released Head Teacher	Stipend Eliminated
675 +	1.0 FTE Assistant Principal	No Head Teacher

Section 8.1.2. Middle School Administrative/Dean Staffing Levels.

All Middle schools will be staffed with a 1.0 FTE Principal and a 1.0 FTE Assistant Principal.

The staffing levels for Deans are as follows:

Student Head Count	Dean Full-Time Equivalent (FTE)
Up to 899	1.0 FTE
900 - 949	1.2 FTE
950 - 999	1.4 FTE
1000 - 1049	1.6 FTE
1050 - 1099	1.8 FTE
1100 +	2.0 FTE

Additionally, the middle school that has the Special Education E.B.S.P. (Emotional Behavioral Support Program) onsite shall receive an additional .4 FTE Dean. In the case of significant enrollment increases, consideration of Assistant Principal versus Dean will be given.

Section 8.1.3. High School Administrative/Dean Staffing Levels.

The High School shall be staffed by a 1.0 FTE Principal, 3.0 FTE Assistant Principals, and 3.0 FTE Deans. Should student enrollment increase or decrease by 500 students during the duration of this agreement, the Association and the District agree to meet to discuss staffing allocations.

Section 8.1.4. Evaluations Administrative Support.

Assuming availability, the District will contract/substitute with a certificated party or provide administrative intern support to provide administrative relief for each Principal for the purpose

of doing evaluations, addressing other administrative responsibilities, or to utilize a personal/vacation day as follows:

Principal has up to 40 evaluations	1 day of release
Principal has 40 – 50 evaluations	2 days of release
Principal has over 50 evaluations	3 days of release

ARTICLE IX

PROFESSIONAL DEVELOPMENT

Section 9.1. Professional Development. The District has the expectation that all Association members continue to pursue professional development opportunities and attend all in-service trainings, however no documentation of hours will be required for payment and no separate contract will be issued.

Section 9.2. Professional Memberships. In light of the fact that the job description of Principals and Assistant Principals requires them to keep abreast of current trends in education and school administration related topics, the District will provide for membership for Administrators in the National and State Association of Secondary or Elementary Principals as applicable; and the National and State Association for Supervision and Curriculum Development. Additionally, in light of the fact that the job description of Principals requires them to be involved in community activities, Administrators are encouraged to join and be active in community and civic organizations. Administrators may have the District pay for the cost of the community or civic club dues subject to their membership after receiving prior approval from the Superintendent.

Section 9.3. Conferences and Professional Development. The District shall allocate \$1,675 on an annual basis to each Principal and \$1,200 to each Assistant Principal. These funds will be budgeted in the Principal's budget and coded separately from those funds allocated to the building. Unspent funds may be carried over for use in subsequent years to a maximum equal to three (3) years.

ARTICLE X

DURATION AND ACCEPTANCE OF THE AGREEMENT

Section 10.1. Duration and Reopener. This Agreement shall be effective for the period of July 1, 2020 through June 30, 2023. Should the State provide a cost-of-living increase during the period of this Agreement, the District and the Association shall meet to discuss salaries.

Section 10.2. Acceptance. All provisions of this Agreement shall be applicable to the entire term of this Agreement, notwithstanding its execution date, except any items which may be modified by mutual agreement through the bargaining process. It is the intent of the parties to comply with all applicable laws, including the collective bargaining laws.

Section 10.3. Acknowledgment. The District and the Association acknowledge that they have bargained with respect to all terms and conditions of employment as desired by the parties. The District and the Association acknowledge that their agreements are fully set forth herein, and that the omission of any reference to any aspect of the terms and conditions of employment is intended to be a waiver of any right to bargain with respect to the particular subject during the term of this Agreement.

Dated at Port Orchard, Washington this 21st day of October, 2020.

**SOUTH KITSAP ASSOCIATION
OF PRINCIPALS**

**SOUTH KITSAP SCHOOL DISTRICT
BOARD OF DIRECTORS**

Brian Carlson, President

Eric Gattenby, President

Attest:

Tim Winter, Superintendent
Secretary to the Board

MEMORANDUM OF UNDERSTANDING
between
SOUTH KITSAP SCHOOL DISTRICT NO. 402
and
SOUTH KITSAP ASSOCIATION OF PRINCIPALS

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN SOUTH KITSAP SCHOOL DISTRICT NO. 402 AND THE SOUTH KITSAP ASSOCIATION OF PRINCIPALS (SKAP).

Whereas the District and Association agree to authorize a 1.0 FTE Assistant Principal at Orchard Heights Elementary for the 2020-2021 school year despite projected enrollment numbers not meeting the Student Head Count threshold for staffing, outlined in Section 8.1.1. of the Collective Bargaining Agreement.

Section 8.1.1. reads as follows:

Section 8.1.1. Elementary Administrative/Head Teacher Staffing Levels.

Student Head Count	Staffing	Criteria
Up to 549	Stipend for Head Teacher	No Release Time
550 – 624	.50 FTE Released Head Teacher	Stipend Eliminated
625 – 674	1.0 FTE Released Head Teacher	Stipend Eliminated
675 +	1.0 FTE Assistant Principal	No Head Teacher

The rationale behind this agreement is to help support the size of the staff, diversity/type and number of programs that are offered at Orchard Heights Elementary and to provide the expanded responsibilities that an Assistant Principal can deliver as an Administrator.

This Memorandum of Understanding will be effective from the adoption date below and will sunset on June 30, 2021.

SOUTH KITSAP SCHOOL DISTRICT
 NO. 402

SOUTH KITSAP ASSOCIATION
 OF PRINCIPALS

 Jamie Monagle
 Director of Human Resources

 Brian Carlson
 SKAP President

 Date

 Date

MEMORANDUM OF UNDERSTANDING
between
SOUTH KITSAP SCHOOL DISTRICT NO. 402
and
SOUTH KITSAP ASSOCIATION OF PRINCIPALS

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN SOUTH KITSAP SCHOOL DISTRICT NO. 402 AND THE SOUTH KITSAP ASSOCIATION OF PRINCIPALS (SKAP).

Whereas the District and Association agree to authorize a total of 4.0 FTE Assistant Principals and 4.0 FTE Deans at South Kitsap High School for the 2020-2021 school year despite the allotted staffing levels outlined in Section 8.1.3. of the Collective Bargaining Agreement.

Section 8.1.3. reads as follows:

Section 8.1.3. High School Administrative/Dean Staffing Levels

The High School shall be staffed by a 1.0 FTE Principal, 3.0 Assistant Principals, and 3.0 FTE Deans. Should student enrollment increase or decrease by 500 students during the duration of this agreement, the Association and the District agree to meet to discuss staffing allocations.

The rationale behind an additional Assistant Principal is to help support the size of the staff, diversity/type and number of programs that are offered at South Kitsap High School and to provide the expanded responsibilities that an Assistant Principal can deliver as an Administrator.

This Memorandum of Understanding will be effective from the adoption date below and will sunset on June 30, 2021.

SOUTH KITSAP SCHOOL DISTRICT
NO. 402

SOUTH KITSAP ASSOCIATION
OF PRINCIPALS

Jamie Monagle
Director of Human Resources

Brian Carlson
SKAP President

Date

Date