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# Collective Bargaining Agreement



Between the  
South Kitsap Association  
of Principals

and

South Kitsap  
School District No. 402

*July 1, 2017 to June 30, 2020*

## **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 bargaining unit as defined in Article I, Section 1.1.

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

The term “**Association**” 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 age, gender, race, color, creed, domicile, national origin, religion, marital status, political activity or lack thereof, or because of a mental or physical 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 shall make with each administrator employed by it a written 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 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 his/her 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 Office. 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) and 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 his/her 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 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 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 Office 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 his/her 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 his/her accumulative sick leave in order to receive his/her 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 shall provide payments towards premiums of approved District group insurance programs in accordance with the provisions and options outlined herein.

Section 6.2. Eligibility. All administrators are eligible to enroll in the approved medical insurance programs. Enrollment in the mandatory programs (dental, vision, disability, life) shall be automatic for any administrator working a minimum of seventeen and one-half (17 1/2) hours per week. 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 state insurance allocation amount per full-time employee (1.0 FTE) for 2017-2020. For 2017, the District will continue to pay 100% of the state retiree carve-out amount without deducting such amount from the state insurance allocation identified in this section. The state allocation amount will be published annually to employees in the employee benefit booklet.

Eligible administrators working less than full time shall have their District contribution appropriately prorated.

Section 6.5. Basic Benefits and Contributions. All eligible administrators as defined in Section 6.2. above, along with eligible dependents, will be required to participate in the District-approved dental, vision, group term life and group long-term disability insurance programs. Each eligible administrator will have the option of participating in a District-approved medical insurance program, along with eligible dependents. These programs will be known as the “basic benefits” programs. Payroll deductions will be made for any portion of an eligible administrator’s premiums which are not paid by the District.

Section 6.6. Insurance Pooling. The District’s insurance contributions shall be subject to pooling, to be implemented in accordance with past practice and state law and regulations. The District shall make the pool calculation and apply the increased amounts utilizing the established proration method. The District shall inform the Association of changes in benefit amounts due to pool calculations. After adjustments, payroll deductions will be made for any portion of an eligible administrator’s premiums which are still not paid by the District.

Section 6.7. Potential “Optional Benefits”. “Optional benefits” means those District-approved insurance programs optionally available to administrators outside the Basic Benefits programs, including short-term disability, additional individual life, and cancer insurance programs, which are not basic benefits as described in Section 6.5. above.

Section 6.8. Leaves. While on an unpaid leave of absence, the administrator shall have the option to remain an active participant in the District’s 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 6.9. 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 6.10. 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 6.11. Retirement. Administrators shall be eligible for participation in the Washington Public Teachers’ Retirement System in accordance with established regulations. The District shall report all hours worked as mandated by the Washington State Public Teachers’ Retirement System.

Section 6.12. COBRA. Administrators who separate employment shall be eligible to participate in the District insurance programs under COBRA pursuant to federal and state law.

Section 6.13 Additional Life Insurance. The District shall provide at District expense, a term life insurance policy for administrators covered by this Agreement in the amount of two times (2X) the base salary amount rounded up to the nearest one-thousand dollars (\$1000.00), provided that the premium payments shall be taxed in accordance with the IRS regulations. Such coverage shall continue during the term of the administrator’s employment as covered by this Agreement.

Section 6.14. Compliance. The parties agree pursuant to RCW 28A.400.275, to abide by state laws pertaining to school district employee benefits.

Section 6.15. 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).

Section 6.16. 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<br><i>(the date to be set annually by the District)</i>  |
| 2. Labor Day                  | 8. New Year's Day   |
| 3. Veteran's Day              | 9. The day before or after New Year's Day<br><i>(the date to be set annually by the District)</i> |
| 4. Thanksgiving Day           | 10. Martin Luther King Day  |
| 5. Day after Thanksgiving Day | 11. President's Day   |
| 6. Christmas Day              | 12. Memorial Day  |

Section 6.16.1. 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 the submission of a leave form. 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 November 10. Payment will be made on the November 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<sup>th</sup>-vacation days, less 13 professional development days equals 210 days or 1/210<sup>th</sup>],-provided that, for those administrators employed on a 203-day calendar prior to July 1, 1997, the District shall continue to utilize 1/203<sup>rd</sup>, as their per diem rate.

**ARTICLE VII**  
**COMPENSATION**

Section 7.1 2017-2020 Wage Schedule (July 1, 2017 through June 30, 2020)

<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Senior High Principal	\$120,832	\$124,157	\$127,500	\$130,857	\$134,129
Senior High Assistant Principal*	\$102,406	\$105,033	\$107,727	\$110,488	\$113,250
Junior High/Alternative Principal	\$111,284	\$114,072	\$117,172	\$120,281	\$123,288
Junior High Assistant Principal	\$97,212	\$99,943	\$102,685	\$105,426	\$108,063
Elementary Principal	\$105,826	\$108,762	\$111,714	\$114,667	\$117,533
Elementary Assistant Principal	\$93,124	\$95,512	\$97,962	\$100,473	\$102,985

\*One assistant principal at the high school may be appointed as the “Associate Principal” and shall receive an additional annual salary of \$3436. This additional stipend shall be made available on a one-year Supplemental Contract at the discretion of the high school principal and the assistant superintendent.

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%.

An additional \$2500 shall be added to the base contract of any individual holding a doctorate degree. Documentation of the doctorate degree shall be on file with the District prior to recognition of the degree.

Section 7.1.1. Step Placement. Each step shall represent one (1) year of experience in the same administrative position or in an administrative position of substantially equal responsibility. 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 years as an assistant principal shall be equal to one 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 2017-2020 contract year.

Section 7.2. Workdays/Workyear.

Section 7.2.1. The administrator's annual base salary is full compensation for his/her regularly assigned duties, all scheduled workdays (215), holidays (12) and annual vacation (25) for a minimum of two-hundred fifty-two (252) days annually. The remaining eight (8) non-base salary days shall be reserved for the scheduling of professional development activities 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) pursuant to separate contracts. 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 Human Resources, the building principal and the President of the 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 Junior High School Administrative/Dean Staffing Levels.

All junior high schools will be staffed with a 1.0 FTE principal and a 1.0 FTE assistant principal.

The staffing levels for Deans is as follows:

Enrollment	Dean Full-Time Equivalent
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
1100-1149	2.0 FTE

Additionally, the junior high school housing the Special Education EBD Program shall receive an additional .4 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 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.

## ARTICLE IX

### PROFESSIONAL DEVELOPMENT

Section 9.1. Professional Development Program. The District will offer an optional professional development to administrators. Participating administrators will be issued a separate contract and shall receive a stipend pursuant to Section 9.1.1 and 9.1.2 below for the 2017-2018 contract year and pursuant to 9.1.3 below in the 2018 – 2020 contract years. Payment shall be established in accordance with payroll procedures.

Section 9.1.1. District Plan. The District plan shall consist of at least the equivalent of five (5) days of scheduled in-service professional development for administrators, which shall be scheduled during the professional development block in the summer months and during evenings throughout the year. Participating administrators shall receive a stipend subject to appropriate documentation of completion of the plan. The stipends shall be:

Principals	\$2586
Assistant Principals	\$2257

Section 9.1.2. Individual Plan. Administrators may also submit an Individual Professional Development Plan to the Superintendent or designee for approval. To qualify for a stipend, such plan shall be in writing and shall specify, at a minimum, goals and activities to be performed, an explanation of how the District will benefit, time required, and a schedule for completion of the plan. To qualify for the final stipend, the plan must reflect at least eight (8) full days of effort. The stipend for the authorized plans shall be:

Principals	\$6066
Assistant Principals	\$5525

Upon approval of the plan by the Superintendent or designee, the administrator will be issued a separate contract and shall receive a stipend (subject to appropriate documentation of completion of the plan). All professional development activities must be performed during the professional development days on the principal/assistant principal calendar and/or during evenings and weekends during the year.

Section 9.1.3 District and Individual Plan. Beginning in the 2018-19 school year, the District will offer an optional professional development to administrators.

Participating administrators will be issued a separate contract and shall receive a stipend of eight (8) percent of their base salary. The District plan will consist of at least the equivalent of five (5) days of scheduled in-service professional development for administrators, which shall be scheduled during the professional development block in the summer months and during evenings throughout the year. Additionally, participating administrators must also submit an Individual Professional Development Plan to the Superintendent or designee for approval. To qualify for a stipend, such plan shall be in writing and shall specify, at a minimum, goals and activities to be performed, an explanation of how the District will benefit, time required, and a schedule for completion of the plan. To qualify for the final stipend, the plan must reflect at least eight (8) full days of effort.

In the event that an employee's stipend of eight (8) percent of their base salary is less than the stipends offered in the 2017-2018 contract year, the employee will receive the grandfathered amount outlined in Section 9.1.2.

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 receiving prior approval from the Superintendent.

Section 9.3. Conferences and Professional Development. The District shall allocate \$1675 beginning July 1, 2016 on an annual basis to each Principal and \$1200 to each Assistant Principal. These funds will be budgeted in the principal's budget, but 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

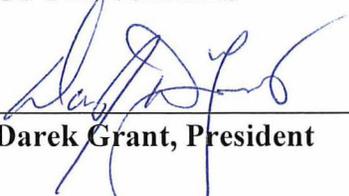
Section 10.1. Duration and Reopener. This Agreement shall be effective for the period of July 1, 2017 through June 30, 2020. Should the State provide a cost-of-living increase during the period of this Agreement, the District and the Association shall meet to discuss salaries.

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.

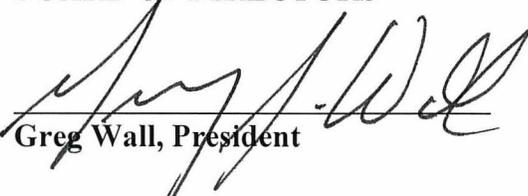
Section 10.3. Acknowledgment. The District and the Association acknowledge that they have bargained with respect to all terms and conditions of employment as desired by the parties. The District and the Association acknowledge that their agreements are fully set forth herein, and that the omission of 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 21<sup>th</sup> day of June, 2017.

**SOUTH KITSAP ASSOCIATION  
OF PRINCIPALS**

  
\_\_\_\_\_  
**Darek Grant, President**

**SOUTH KITSAP SCHOOL DISTRICT  
BOARD OF DIRECTORS**

  
\_\_\_\_\_  
**Greg Wall, President**

**Attest:**

  
\_\_\_\_\_  
**Karst Brandsma, Superintendent  
Secretary to the Board**