

2019-2020

AGREEMENT between NORTH KITSAP SCHOOL ADMINISTRATORS' ASSOCIATION and NORTH KITSAP SCHOOL DISTRICT #400

Article I – Duration

This agreement shall become effective July 1, 2019, and remain in effect until June 30, 2020.

Article II – Recognition

The Board of Directors of North Kitsap School District No. 400 recognizes the North Kitsap School Administrators' Association as the exclusive representative of the following certificated administrative personnel for the purpose of the negotiation of terms and conditions of employment for the duration of this agreement: Principals, Assistant Principals.

Article III – Terms and Conditions

A. Work Year

The work year shall be twelve months from July 1 through June 30 annually. The contract length for administrators in this unit is 260 days inclusive of work days, non-work days, holidays, personal days and vacations, as described below and in Appendix A:

2019-2020

Position	Work Days
High School Principal	219
High School Assistant Principal	219
Middle School Principal	216
Middle School Assistant Principal	216
Elementary Principal	211
Elementary Assistant Principal	211

Any earned vacation days, up to 30, accrued under previous agreements will be maintained and can be cashed out at the time of separation from the district.

Administrators will submit their calendars for the next school year to their supervisor by June 30th.

When approved, the above calendars will serve as the work year plan. Certificated administrators are allowed to move days to alternate schedules with prior approval.

B. NKSAA Dues Deductions

A one-time annual dues amount (to be determined by the association) may be deducted from each member for the upcoming school year from the October payroll deduction. NKSAA members who commence employment after the October payroll deduction may have their annual deduction made at the first available opportunity for payroll deduction that school year. A list of payroll deductions shall be provided to the NKSAA treasurer.

Article IV – Economic Provisions

A. Compensation

The North Kitsap School District acknowledges that administrators assigned to schools and at the district level provide leadership that is essential to the realization of the district's mission and crucial to its vision for the future. Administrators in their capacity as leaders assume responsibilities that engage their time and energies well beyond the

multiple tasks involved in the routine management of their individual schools, programs, or offices. The District and the North Kitsap School Administrators Association believe that the compensation assigned to the various administrative positions should be responsive to the responsibilities of leadership for the North Kitsap School District.

All administrators in the bargaining unit will be placed on the salary schedule (Attachment A) at the appropriate steps based on experience at date of hire. When an administrator in the bargaining unit voluntarily transfers to another position within the unit, that member will be placed on the salary schedule for their new position. The new placement will result in a salary increase regardless of experience at the date of transfer unless the base contract amount for Step 2 of the current position is higher than the base contract amount for Step 3 of the new position. In addition, each administrator with an EdD or PhD will receive an annual stipend of \$1,205 for the duration of the contract. Should any administrator obtain an advanced degree prior to August during the length of this contract, they will be compensated at the same stipend rate.

The Salary Schedule provided herein (Appendix A) will be effective as of July 1, 2019-2020. The district and the association will meet in the spring of 2020 to determine salary schedule for the duration of new contract starting July 1, 2020.

Members have the option to work at their job site an additional ten (10) days each year of this agreement and receive per diem compensation for each day.

B. Method of Payment/Part Year Employment

Administrator work contracts are from July 1 through June 30 and are paid in 12 equal installments beginning with checks at the end of July through payment number twelve, which will be at the end of June. Administrators hired or ending their employment mid-year will have their base salary and stipend pro-rated using a ratio of actual days worked in relation to the contracted days for that position.

The balance of any payment due an employee will be paid on the regular payroll date following the action.

If a new administrator to his/her position is hired by the district and agreement is reached between the superintendent and new administrator to work additional days, the additional days worked beyond the contracted days will be paid at a per diem rate of the salary based on the contract for the position.

C. Early Retirement Cashout

Should an administrator retire early or otherwise end his/her employment, before the end of the normal contract year, he/she will be compensated at the per diem rate based on the work days.

D. Tax Sheltered Annuities

Tax Sheltered Annuities may be purchased at any time during the school year that the employee wishes to begin such a program.

E. Health and Welfare Benefits

All administrators shall be provided with a proportionate amount of the state appropriation as provided in the 1191 report of apportionment for insurance benefits (medical, dental, LTD, life, and vision). Certificated administrator allocation formula units will be multiplied by the insurance benefit and divided by the actual number of positions reported in the S275 as certificated administrators. The amount, but not less than the state allocation per employee, will be applied to the insurance pool for this

employee group. Part-time regular employees will be provided with a pro-rated amount based on contract percentage.

The district will contribute the same amount of the annual retiree subsidy (retirement carve out) per FTE employee to the certificated employees' health benefits pool as designated in the NKEA contract. This schedule will be adjusted based on state funded pass through.

Administrators choose to pool their benefit funds to purchase the following mandatory benefits: (1) medical, (2) dental, (3) long-term disability, and (4) life insurance.

Association members may combine their individual annual benefits allocation with the allocation of a spouse or domestic partner that is also an employee of the district to purchase a single premium. In such cases, any additional allocation will be pooled in accordance with applicable contract language. If the member and spouse or domestic partner are members of different associations, then the pooling amount will be split evenly between each association and in accordance with any applicable contract language.

F. Mileage

School administrators using private autos for school district business shall be reimbursed at the federal non-taxable rate.

G. Professional Development

The North Kitsap School District encourages administrative personnel to gain new experience and skill levels, and recognizes the value of educational meetings and conferences. All administrative personnel are encouraged to participate in state and/or national meetings of these professional organizations. It is the intent of the district to support these professional development goals through the professional development resources identified below:

1. Annual Professional Development Stipend (Per Member): \$2400 to be paid in August of the contract year.
2. The District will pay one full annual dues membership to the professional association of the member's choice.
3. The district will cover the costs to send two members to a national conference annually. The members using this resource will be selected on a rotational basis by the Association leadership with final approval from the Superintendent or their designee.

H. Administrators will be provided a district cell phone with an appropriate data package that is required to perform the essential job functions of their position.

I. Each administrator will be issued an annual supplemental contract for TPEP support. The amount of the supplemental contract shall be one thousand dollars (\$1,000.00) annually for each year of this agreement.

J. Sick Leave

1. The school district agrees to the following sick leave schedule. All administrators shall be provided 12 days.
 - a. For administrators in this unit, the workdays will be used as a basis for determining a per diem rate.
 - b. Administrators are directed to report any days missed because of illness during the contract year.
2. Sick Leave Sharing

Sick leave sharing is authorized in accordance with RCW 28A.400.380, RCW41.04.650 through 41.04.665 and WAC 392-126-004 through 392-126-104.

K. Other Forms of Leave

All administrators shall receive equal leave benefits as designated in the North Kitsap Education Association working agreement, plus two (2) additional personal leave days. For the sake of clarity, Personal Leave will be defined as the following:

- 1) 4 Personal Days Annually
- 2) If unused, an employee may choose to carryover up to two (2) personal leave days to the next year up to a maximum of six (6) available personal leave days in any one year.
- 3) If any employee does not notify the district of his/her intention to carry over unused personal days by July 10th, then the employee will be reimbursed at the positions substitute rate for all unused personal leave granted that year.
- 4) Upon separation of employment, all unused personal days will be cashed out at the positions substitute rate.
- 5) An electronic copy of the annual updated administrator Substitute/On-Call Wages schedule will be provided to the NKSAA secretary each fall so that he/she may distribute this information to the membership.

L. Employee Dues Deductions

The school district agrees to make payroll deductions to membership organizations of the employee's choice. Such requests for payroll deductions can be made at any time.

M. Substitutes

Upon request the district will attempt to provide administrative substitutes, if assistant principals are not available, for illness, leaves, and conferences, special projects, or workshop attendance.

The District will cover the costs of a teacher in charge (TIC) when an elementary principal will be gone for more than half a day on district related business. The District will cover the costs of a teacher in charge when a secondary principal will be gone for more than one day, or all secondary administrators will be gone for a full day or more on district related business. The individual building will cover the costs for a TIC activated for less than one full day at secondary or less than half a day at elementary, unless otherwise agreed to by their supervisor. Principals will notify their supervisors anytime a TIC is in place in their school.

N. Professional Leaves

A paid leave of up to six weeks per year will be provided to an administrator(s) for personal/professional development. The minimum length of this leave is one week in duration. A joint review committee of administrators and superintendent's staff will review applications and make a recommendation to the superintendent. Applications will normally be received and reviewed twice per annum.

O. Personnel Insurance

The board agrees to purchase liability insurance as prescribed by law in RCW 28A.400.360 and RCW 28A.400.370.

P. Employee VEBA

All employees taking regular retirement during the duration of this contract shall have their sick leave buy-out money deposited in the V.E.B.A. III program. The Association agrees to hold the District harmless for any penalties or costs which may be charged the District by the IRS if this benefit is determined to not qualify as a tax-free benefit payment by the District. Additionally, NKSAA members with 30 accrued vacation days

will have one of any unused vacation days in a given year automatically transferred to the VEBA program.

Article V – Management

The Board of Directors and the Association jointly recognize that the board retains the exclusive right to formulate and implement policies and rules governing the educational programs and that administrators perform a key role in carrying out the policies and rules of the school district. The board will involve administrators, through the superintendent of schools, in the decision-making process in areas of board right and authority. Illustrative examples of rights and powers (provided merely for illustration and not for purposes of limitation) include the right and authority to:

- A. Hire, discipline, evaluate, discharge, and non-renew employees;
- B. Assign, re-assign, and lay off employees;
- C. Establish budgetary priorities that the board believes will best carry out the goals of the district;
- D. Establish curriculum standards relevant to the particular needs of the student or the characteristics of the district;
- E. Establish regulations for student suspension and expulsion;
- F. Determine the safety, health, and property protection measures to be implemented in areas of responsibility;
- G. Determine the appropriate use of the district facilities, property and materials;
- H. Determine the location of the schools and other facilities of the district, including the right to establish new facilities and to relocate or close old facilities;
- I. Determine all financial policies, procedures, and regulations of the district, including the general accounting procedures and inventory of supplies and equipment;
- J. Determine the appropriate extra-curricular activities deemed necessary by the board for an effective, well-rounded educational program.

As part of the process of decision making, the superintendent or designee will provide the NKSAA representatives with information about planned action and associated implementation, review the impact of the action, reflect on the feedback, and then, finalize the decision. The superintendent will make the final decision.

Article VI – Advisory Committee

The North Kitsap School Administrators' Association will form an advisory committee to meet with the superintendent to promote communication on matters of importance to the general group. The advisory committee will serve as the bargaining team.

Article VII – Grievance Procedures

The purpose of the grievance policy will be to provide a means for the resolution of personnel problems. Administrators agree to use the following procedure whenever they feel that school district action has aggrieved them in any manner:

Step 1: Informal Step

Discuss problem with the immediate supervisor within ten (10) working days of its occurrence. During this discussion, an attempt will be made to arrive at a mutually satisfactory solution.

Step 2: Immediate Supervisor

If a mutually satisfactory solution was not reached at Step 1, the grievant will provide the immediate supervisor with a written statement of the problem within ten (10) working days of the meeting. The immediate supervisor will provide a written answer within ten (10) working days of receipt of the statement.

Step 3: Superintendent

If the problem has not been resolved at Step 2, within five (5) working days the grievant will notify the superintendent of the grievance. The superintendent or designee within ten (10) working days after notification shall schedule an informal meeting with the grievant in an effort to arrive at an equitable solution. If a mutually satisfactory solution is not reached, the grievant will provide the superintendent with a written statement of the problem and a desired solution within five (5) working days. The superintendent shall respond to the grievant in writing within ten (10) working days after the receipt of written statement.

Step 4: Board of Directors

If the problem is not resolved at Step 3, the grievant will provide a written request for a hearing with the Board of Directors to the president of the board. A hearing will be scheduled within thirty (30) working days or the next regularly scheduled board meeting if beyond thirty (30) working days.

Article VIII – Administrative Support

The School Board and NKSAA members mutually agree that adequate administration is vital to the operation of our schools. Core areas of importance and responsibility for building administrators include, but are not limited to, safety and security, direct student support and intervention, instructional leadership and teacher evaluation, and supervision and implementation of building or district programs.

Prior to a decision to reduce administrative staffing at school, a meeting between district administration and the NKSAA will be held to ensure that an informed decision is made and that a plan is developed to continue to meet the core needs as described above. Similarly, NKSAA may request a meeting with the district administration to discuss the need to increase administrative support at a building.

	BASE CONTRACT				PER DIEM RATE		
	Work Days	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
High School Principal (04-01)	219	\$ 145,212	\$ 150,414	\$ 154,176	\$ 663.07	\$ 686.82	\$ 704.00
Middle School Principal (04-02)	216	\$ 134,605	\$ 140,066	\$ 143,565	\$ 623.17	\$ 648.45	\$ 664.65
Elementary Principal (04-05)	211	\$ 126,989	\$ 132,175	\$ 135,478	\$ 601.84	\$ 626.42	\$ 642.08
High School Asst. Principal (04-04)	219	\$ 125,009	\$ 130,114	\$ 133,365	\$ 570.82	\$ 594.13	\$ 608.97
Middle School Asst. Principal (04-06)	216	\$ 119,671	\$ 123,923	\$ 126,407	\$ 554.03	\$ 573.72	\$ 585.22
Elementary Asst. Principal (04-10)	211	\$ 117,118	\$ 120,973	\$ 122,824	\$ 555.06	\$ 573.33	\$ 582.10

Appendix B

Trust Agreement

between

North Kitsap School District and the North Kitsap School Administrators' Association

This trust agreement was established to implement a mutually agreed upon process for filling administrative vacancies for bargaining unit positions. This appendix is a reference document and is not a formal component of this collective bargaining.

The association and the district mutually agree to enact a "Trust Agreement" pertaining to filling vacancies in district administrative positions that are part of the North Kitsap School Administrators Association (NKSAA). This agreement is intended to assure that when an opening occurs, a staffing process will be implemented that enables current association member(s) to be considered for the open position before it is posted outside the district.

The process will initially include soliciting input from affected stakeholder group(s) associated with the position. This input will include, but not be limited to, the desired leadership characteristics, leadership experience and practices, and the challenges associated with the leadership position.

After gathering input from stakeholders, district administration will post the position internally for association members' information and identify the internal closing date. Interested association members will contact their immediate supervisor and schedule an appointment to discuss their interest.

The appointment and subsequent conversation to discuss the administrator's interest in the open position will be based around a set of open-ended conversation questions established by the district. The set of conversation questions will be provided to all association members along with the announcement of an opening and the invitation to meet. The conversation questions will be consistent with the feedback provided by stakeholders. At the time of scheduling, the administrator requesting the meeting and their supervisor will mutually agree on whether or not it is appropriate to include any other district level administrators at the meeting.

The district will review the internal administrator(s) interest and assess it in the context of stakeholders input, desired leadership characteristics, leadership experience and practices as well as challenges associated with the leadership position. The district will determine if there is a goodness of fit for the interested administrator to be transferred to the open position. Given this goodness of fit, the district will recommend the voluntary transfer of the NKSAA member to the open position. The transfer will be timed to meet the needs of the school(s) or service areas affected. In some instances, it may be mutually agreed that the process should include a meeting(s) at the school with a group(s) prior to finalizing the transfer recommendation, e.g. interested administrator meeting with the new school's leadership team, staff, and/or parent group.

If the district determines that no current association member be transferred into the open position, then it will be posted for outside applicants and the regular employment process will take place.

**Procedure for Filling Openings on District Bargaining Teams –
Operating Agreement
Between the NKSAA and the North Kitsap School District**

It is in the mutual interests of the NKSAA (the association) and the North Kitsap School District (the district) to have association members serve on teams organized by the district for collective bargaining with other employee association and unions. (Those interests are documented and memorialized in the NKSAA - North Kitsap School District Negotiations minutes, December 7, 2009.)

The district and the association agree to use the following procedure when the district identifies that there is a need for a certificated administrator, or administrators, to serve on a collective bargaining team:

The superintendent, or his/her designee, will inform the President of the NKSAA that there is an opening on a bargaining team.

(*Note: The district may inform the association if there is a specific administrator it feels would be a good fit for the available opening. If that is the case, the association leadership, at their discretion, can tell the district to move forward and offer the opening to the administrator of their choice, who has the option to accept or decline, or to continue following the procedure as outlined below.)

The President will inform the Association general membership of the opening in a manner determined most effective by the Association's leadership and seek volunteers.

At their discretion, the Association leadership will provide the district with the names of all volunteers for the opening, or only a selected number of volunteers.

The district will then make a selection based on the number of names moved forward by the association and contact the interested administrator.

COLLECTIVE BARGAINING AGREEMENT

between

The North Kitsap School District Board of Directors

and

The North Kitsap School Administrators' Association

2019-2020

Adopted by the Board of Directors this 13 day of June, 2019,
and recorded in the records of the District as of this date:

For the North Kitsap School District
Board of Directors



President



Vice President





For the North Kitsap School
Administrators Association






