



# **Collective Bargaining Agreement**

**Between  
the  
Peninsula Principal's Association  
and  
Peninsula School District  
No. 401**



**Contract Period – July 1<sup>st</sup> 2021 through June 30<sup>th</sup> 2023**

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## **ARTICLE I – ADMINISTRATION**

### **SECTION 1.1 – EXCLUSIVE RECOGNITION**

The Board recognizes the Peninsula Principal's Association (PPA) as the sole and exclusive negotiating representative for Principals, Assistant Principals.

When used hereinafter, the term "employee" shall refer to each employee represented by the PPA.

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine and words denoting number shall include both the singular and plural.

### **SECTION 1.2 – STATUS OF THE AGREEMENT**

This Agreement shall become effective when ratified by the Board and the PPA and executed by authorized representatives thereof and may be amended or modified during its duration only with mutual consent of the parties.

### **SECTION 1.3 – ISSUANCE OF INDIVIDUAL EMPLOYEE CONTRACTS**

Individual contracts for PPA members may be issued while negotiations are in progress or prior to execution by ratification of a successor Agreement by the Board and the PPA but shall be subject to provisions agreed upon during negotiations.

### **SECTION 1.4 – REOPENER CLAUSE**

This Agreement may be opened for amendment(s) by the mutual consent of both parties. Requests for such amendment(s) by either party must be in writing and must include a summary of the proposed amendment(s). The Superintendent or designee will meet with the principals to discuss administrative allotment, grievance procedures, probationary procedures, annual contract and liability protection.

### **SECTION 1.4 – SAVINGS CLAUSE**

The Employer and the Association agree that this Agreement shall be binding on both parties except that if any section or provision is, or shall be contrary to law, then such section or provisions shall not be applicable, performed or enforced, except to the extent permitted by law. The remainder of this Agreement shall not be affected thereby, and the Employer and the Association shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s).

## **ARTICLE II – BUSINESS**

### **SECTION 2.1 – PAYROLL DEDUCTIONS**

When requested, payroll deductions shall be taken automatically from district employee salary warrants for the same purposes as for other certificated staff.

## **SECTION 2.2 – AVAILABILITY OF INFORMATION**

The District shall furnish, upon request of officers or authorized representatives of the PPA or its constituent organizations, available information, statistics, and records which are reasonably relevant to negotiations or is necessary for the proper conduct of professional business.

## **SECTION 2.3 – LIABILITY INSURANCE**

The parties agree that the District shall provide principals with insurance coverage under the District's general liability insurance coverage program for actions taken in the performance of their duties on behalf of the District. Coverage shall include, but shall not be limited to, payment for all damages for which the employee may be found liable while in the performance of their duties, together with the costs of defending the same.

# **ARTICLE III – PERSONNEL**

## **SECTION 3.1 – PERSONNEL FILES**

Employees or former employees shall upon request have the right to inspect all contents of their complete personnel file kept within the District. Upon request, a copy of any documents contained therein shall be afforded the employee at District expense.

No evaluations, correspondence or other material making derogatory reference to an employee's, or former employee's competence, character of manner, shall be kept or placed in their personnel file without the employee's knowledge and right to attach their own written comments. Such derogatory information shall be brought to the employee's attention within ten (10) days.

## **SECTION 3.2 – VACANCIES**

The Board and the Association recognize the value to morale and the development of a career system when administrative appointments to vacancies or new positions are made from the membership of the Association. When a position becomes open and a current administrator(s) is interested in a move, the member(s) will indicate that desire to the Superintendent or designee. The following may then occur:

1. The Superintendent places the requesting administrator in to the position.
2. The Superintendent gathers an interview team from the building to interview the interested internal candidates only.
3. The Superintendent decides to open the position and seek additional candidates outside the district.

## **SECTION 3.3 – REASSIGNMENT**

The District and the Association recognize the value of making assignments in a timely manner. Therefore, involuntary building assignment changes to positions that are alike in title and level are to be made by April 30<sup>th</sup> for the following school year except in emergency situations such as: illness, late resignations, levy loss, and personnel actions, etc.

## **SECTION 3.4 – PROFESSIONAL ASSOCIATION DUES**

The Peninsula School District will pay the membership dues to one appropriate state/national professional organization for all members of the Association.

This is proposed in this manner to allow buildings flexibility, should a building wish to expend these extra funds for other agreed upon educational purposes. In the event personal liability and automobile liability is no longer available through the professional association, the District shall, upon proof of purchase, reimburse principals and/or vice-principals for the acquisition of additional insurance for personal liability and automobile liability in a policy amount not to exceed \$500,000.

### **SECTION 3.5 – PROFESSIONAL IMPROVEMENT**

The District and the Association shall annually develop an in-service plan or program which fosters the professional improvement of the members. The District will provide substitute coverage for building administrators attending conferences, up to two (2) days per year, with prior approval by the Assistant Superintendent for P-12 Education.

In-service, professional and personal improvement opportunities shall include but not be limited to: National conventions, state conventions, enrollment in an approved course of study in an institution of higher learning, retreats, educational conferences and workshops.

Each member of the Association will be encouraged to participate in at least one in-service activity per year. Any member wishing to access professional in-service funds shall submit a letter of request to the Superintendent for approval. Members are eligible for reimbursement up to \$1,500 per year.

### **SECTION 3.6 – EMPLOYEE BENEFITS**

The District shall provide basic and optional benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB.

The Association may annually elect to participate in the VEBA program, to convert unused sick leave for retirees and/or members with unused sick leave in excess of 180 days.

### **SECTION 3.6A – MILEAGE REIMBURSEMENT**

In acknowledgment that principals are required to use their personal vehicles in the course of business on a regular basis, all building administrators will receive a mileage reimbursement for driving expenses on district business within Pierce, Kitsap, King, and Thurston counties including ferry, trains, and all other forms of transportation. Elementary principals will receive \$100 per month, middle school administrators \$100 per month, and high school administrators \$200 per month, paid for 10 months in equal monthly payments. The Henderson Bay principal will be paid at the middle school rate.

### **SECTION 3.7 – SALARY PROVISIONS**

For 2021-2022, principal's salaries will be paid according to the attached salary schedule. For 2022-2023, salaries shall be improved by 2.5% inclusive of the inflationary adjustment index being the implicit price deflator for that fiscal year for the state of Washington. It is the intent of this Agreement to maintain Peninsula Principal's Association members salaries at the upper half work day per diem rate of the agreed upon comparative districts. The District and PPA have agreed to use the following school districts for comparables: University Place, South Kitsap, Sumner, Tahoma, Olympia.

### **SECTION 3.8 – LONGEVITY**

In acknowledgment for building administrators' loyalty to the Peninsula School District, the following longevity rates will be paid for all Peninsula School District experience as an administrator:

<b>Peninsula School District Administrative Experience</b>	
10 – 14 years	\$1,000
15 – 19 years	\$1,250
20+ years	\$1,500

**SECTION 3.9 – CERTIFICATED EVALUATIONS**

In acknowledgment of the extra workload of teacher evaluations on administrators, the following release time will be granted to all administrators. When applicable, building administrators in the same building will cover for each other. In buildings that do not have more than one administrator, admin interns or others will provide coverage.

<b>Number of Certificated Evaluations per Admin</b>	<b>Number of Release Days</b>
0 – 29 Cert Evals	1 Release Day
30 – 39 Cert Evals	2 Release Days
40+ Cert Evals	3 Release Days

**SECTION 3.10 – PROTECTION OF ADMINISTRATORS**

Upon determination by the Board of Directors that an administrator has been physically disabled because of personal assault arising out of and/or in the course of employment, the Board will grant the administrator a leave of absence and any leave which the administrator has available will be used to pay the difference between their regular pay and compensation received from the ESD Cooperative Self Insurance Trust for a period not to exceed one (1) year as per the powers granted to the Board by RCW 28A.58.000.15.

Administrators whose property is damaged in a personal assault arising out of and in the course of employment may apply for reimbursement of costs of repairs or replacement. If an item is damaged beyond repair, replacement value at the time of damage will be reimbursed. Property covered by this provision includes automobiles and articles necessarily worn by the administrator, such as eyeglasses, hearing aids, dentures, watches, and clothing. Requests for reimbursement will be made in writing in letter form to the Superintendent stating: (1) description of assault, (2) listing all damages incurred, and (3) noting the date, how it happened, and witnesses.

**ARTICLE IV – LEAVES**

**SECTION 4.1 – SICK LEAVE**

Sick leave benefits shall be accrued as follows:

At the beginning of each school year, the District shall provide regular full-time (12 month) employees with twelve (12) days sick leave per year for illness, injuries and emergencies. Less than full-time employees shall receive a pro-rated amount of sick leave. For sick leave purposes, sick leave shall accumulate from year to year up to a maximum of the number of work days in an employee’s work year. The District shall offer an attendance incentive program, compensating eligible employees for unused sick leave in accordance with RCW 28A.400.210 and Chapter 392-136 WAC. For the purpose of receiving compensation for unused sick leave, such leave shall accumulate from year to year up to a maximum of 180 days. Sick leave may be used for the health or emergency conditions of family members in accordance with the provisions of state law.

The employer shall grant up to three (3) days personal leave with full pay per school year. An employee desiring to use such leave shall give at least twenty-four (24) hours advance notice when possible. Each day of personal leave used by an employee shall be deducted from the twelve (12) days and shall not be cumulative. Personal leave days shall not be used on days immediately preceding or following school holidays or vacation periods, nor to extend other leaves, nor during the first or final week of school except for religious holidays or extraordinary family-related events (e.g. weddings or graduations) where scheduling the event is outside the control of the employee. The District shall provide each employee with a monthly report of their accumulated sick leave and all transactions concerning their sick leave days within the period.

Upon return to employment with the Employer, any former employee shall be credited with the balance of unused sick leave accumulated at the time of termination of their employment with the Employer.

An employee who has exhausted their accumulated sick leave and who is unable to perform the duties because of personal illness, maternity, or other disability shall provide a doctor's note for each absence or for extended leave or request a leave of absence under Section 4.7 Other Leaves.

The Employer reserves the right to require reasonable proof of leave taken for illness and injury in this section. Compensation for unused sick leave shall be consistent with state statute and rules promulgated by the Office of the Superintendent of Public Instruction.

#### **SECTION 4.2 – MATERNITY LEAVE**

Such leave shall be granted in accordance with leave of absence as defined herein or at the option of the employee with sick leave provisions of this Agreement. The Family Medical Leave Act also applies.

#### **SECTION 4.3 – FAMILY MEDICAL LEAVE ACT**

The District will comply with the FMLA pursuant to the school district board policy.

#### **SECTION 4.4 – BEREAVEMENT LEAVE**

- A. Up to five (5) days leave for the death of a spouse, domestic partner, mother, father, son, daughter, step-son, step-daughter, mother-in-law, father-in-law, sister, brother, grandparents, a member of the educator's household, or any family member as define in RCW 49.46.210 shall be granted.
- B. Up to one (1) day maximum leave for funerals of other relatives or close friends shall be granted.
- C. Such leave shall not be accumulated.
- D. If an employee needs more leave than provided in paragraph A or B. the employee shall contact Human Resources who will process the request for approval.

#### **SECTION 4.5 – JUDICIAL LEAVE**

In the event an employee subject to this Agreement is summoned to serve as a juror, or appear as a witness in court, or is named as a codefendant with the school district, they shall receive the normal day's pay for each day they are required in court. In the event that the employee is a party (plaintiff or defendant) in a non-district court action, a leave of absence shall be granted without pay.

#### **SECTION 4.6 – MILITARY LEAVE**

Any PPA unit employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corp Reserve of the United States or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence of such employment for a period not exceeding fifteen days during each calendar year. Such leave shall be granted in order that the person may



take part in active training in such manner and at such time as they may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation, or sick leave to which the officer or employee might otherwise be entitled and shall not involve any loss of efficiency rating, privileges, or pay. Every effort shall be made to schedule absence outside of the school year.

**SECTION 4.7 – OTHER LEAVES**

Leaves of absence up to, but within, one (1) school year may be granted employees for the purpose of study, medical, or child care for the year in which the birth or adoption occurred.

Upon return from a leave of absence, the employee shall return to an administrative position at least equal to that held prior to the leave.

**SECTION 4.8 – USE OF ACCRUED LEAVE(S)**

Administrators will be able to use some vacation or non-work days during the school year subject to approval of the Superintendent but shall not be used on days immediately preceding or following school holidays or vacation periods, nor to extend other leaves, nor during the first or final week of school except for religious holidays or extraordinary family related events (e.g. weddings or graduations) where scheduling the event is outside the control of the employee.

Administrators may apply to use a single personal leave day immediately before and after each holiday and during the first and last five days of school. This leave will be granted on a first-come, first-serve basis, is limited to one use per employee per year and cannot be used to extend other personal leave requests.

**SECTION 4.9 – JOINT DISTRICT AND PPA COMMITTEE**

The PPA will designate a conference committee of three members who will meet with the Superintendent and/or designated representatives on a mutually agreeable, regular basis to discuss matters of mutual interest such as: creation of a career ladder, rotation of assignments, sabbatical leave(s), mentor principal expectations and any other emerging issues that may arise during the life of this agreement.

**ARTICLE IV – LEAVES**

**SECTION 5.1 – WORK YEAR**

Principal Association members will be issued a year around contract. The work year includes: 220 workdays, 12 holidays, and 20 vacation days. Beginning in 2022-2023, the work year will include 218 workdays, 12 holidays, and 22 vacation days.

**SECTION 5.2 – HOLIDAYS**

<b>The twelve (12) paid holidays include:</b>	
New Year’s Day and the day before or day after	Labor Day
Martin Luther King Day	Veterans’ Day
Presidents’ Day	Thanksgiving Day and the day after
Memorial Day	Christmas Day and the day before or day after
Independence Day	

### **SECTION 5.3 – VACATION**

Administrators shall be granted twenty (20) paid vacation days per year and shall be required to use a minimum of ten (10) vacation days each contracted year. Beginning in 2022-2023, administrators shall be granted twenty-two (22) paid vacation days per year and shall be required to use a minimum of ten (10) vacation days each contracted year.

### **SECTION 5.4 – DAILY RATES**

For the purpose of calculating daily rates, on-call days, and sick leave cash out, per diem shall be based on actual work days.

### **SECTION 5.5 – VACATION BUY BACK**

Each full-time, contracted building administrator may request, on an annual basis, compensation for up to ten (10) days of unused vacation based on the June 30 accumulation and paid at the adjusted per diem rate and paid not later than the month following the month the vacation buy back is requested. Beginning in 2022-2023, each full-time, contracted building administrator may request, on an annual basis, compensation for up to twelve (12) days of unused vacation based on the June 30 accumulation and paid at the adjusted per diem rate and paid not later than the month following the month the vacation buy back is requested.

Upon separation of employment, building administrators are eligible to receive compensation for accumulated vacation at their adjusted per diem rate of pay in an amount not to exceed thirty (30) days, or such lesser amount as may be necessary so that the District avoids any financial penalty or other legal constraint.

### **SECTION 5.6 – INCLEMENT WEATHER & POWER OUTAGES**

On any day of a school closure due to inclement weather, it is a responsibility of the principal to ensure student and building safety. On days when school is closed, principals are responsible to provide their supervisor with information regarding the accessibility and condition of their building.

If roads are passable, administrators will report to work at a time that allows for safe travel from home to school. If traveling on roads is dangerous throughout the district, PPA members will collaborate with their supervisor on what their work plan is for that day.

Any time there is a power outage at a school building and students are not present, the building administrators and supervisor will collaborate regarding an alternate work site.

## **ARTICLE VI – REDUCTION IN FORCE**

In the event that it is necessary to reduce the number of building administrators for any reason identified in this Agreement, those administrators who will be retained to implement the district's reduced or modified program will be identified by using the following procedures:

### **SECTION 6.1 – ADMINISTRATIVE STAFFING DETERMINATION**

To the extent possible, by May 1<sup>st</sup>, the District will determine, the total number of administrative staff leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or non-renewal, etc.

These vacancies will be considered in determining the number of available administrative positions for the following year.

### **SECTION 6.2 – LEAVE OF ABSENCE**

Administrative employees, with at least one (1) year of experience in their position as recognized by the District, may apply for one (1) year leave of absence without pay or benefits. The Superintendent shall recommend favorable action by the Board for any applicant if granting of such leave would eliminate the necessity for terminating or adversely affecting another administrator subject to the criteria established. The employee taking such leave of absence shall be entitled to reemployment by the District following the expiration of the leave period in a position determined by the District and subject to the criteria established in this Agreement and procedure, and the provisions of RCW 28A.67.070 in the same manner as if actually employed by the District during the leave period. The employee shall be responsible for providing the Superintendent or designee with their mailing address and any changes thereof during the leave period.

### **SECTION 6.3 – CERTIFICATION**

Possession of any valid Washington State Certificate which may be required for a position shall be a prerequisite for retention at the time of implementation of these procedures.

### **SECTION 6.4 – REASSIGNMENT**

The following categories are established to ensure the qualifications of personnel assigned to retained positions, to allow for the least disruption of the ongoing program and to cause the least deviation from the present assignment of personnel.

- A. All certificated staff represented by the Peninsula Education Association.
- B. Building administrators will be considered for retention in the following categories:
  - 1. Principals
  - 2. Assistant Principals

### **SECTION 6.5 – RETENTION PROCEDURES**

Each building administrator will, in accordance with the criteria set forth hereof, be considered for retention in the category appropriate to the position held at the time of the implementation of these procedures; and, in addition, in such additional categories or specialties, including teaching, as any such employee may designate in writing to the Superintendent or designee, provided that in order to qualify for consideration in any such additional category the employee must have certification in such a category and be qualified by training and experience. All written designations for consideration in additional categories shall be submitted in writing within ten (10) days after any request for such information is made by the Superintendent or designee. Employees will only be considered for additional categories if they do not qualify for retention in the category appropriate to the position held at the time of the implementation of these procedures.

No building administrator shall be considered for retention in a category of higher rank. The hierarchy of categories is as follows: 1) Principals, 2) Assistant Principals.

### **SECTION 6.6 – RETENTION CATEGORIES**

Employees shall be considered for retention in available positions within the categories for which they qualify. In the event that there are more qualified employees than available positions, the following criteria shall be used to determine which employees shall be recommended for retention:

- A. Total seniority as a certificated administrator less any seniority attributable to any position of lower rank than the position under consideration shall be the basis for retention for those categories in 6.4.
- B. Total seniority as a certificated employee shall be the basis for retention in category 6.4 (A). Within each such category the senior employee(s) shall be recommended for retention.
- C. In the case of equality of seniority within categories identified in 6.5 (B) above, the employee(s) with the most number of years in the Washington Public Schools shall have preference. If equality of seniority should still exist, the employee with the most number of years in the Peninsula School District shall have preference. If ties remain, the employees to be retained shall be determined by the employees involved by flipping a coin.

### **SECTION 6.7 – RETENTION TIMELINES**

Staff reductions developed in accordance with these procedures shall be implemented prior to May 15 (or such other date as may be subsequently established by law for certificated contract renewal).

The Superintendent shall take such action as may be required by statute to non-renew or adversely affect the employment contracts of affected employees.

### **SECTION 6.8 – RETENTION POOL FOR REAPPOINTMENT**

Any certificated administrator retained in a continuing position of lesser rank shall be placed in a pool for reappointment in the category held at the time these procedures were implemented or any other category designated by the employee provided that Section 6.6 is satisfied. The conditions of reassignment from the pool will be based upon the utilization of the criteria established. The employee's name shall remain in the reassignment pool until either reassigned to a position equivalent to that held at the time of the implementation of this Agreement, or for one (1) year. Employees not reassigned within one year may, at their written request to the Superintendent or designee have their name remain in the reassignment pool. Such request must be submitted by February 1, of the year.

Within three (3) weeks of notification by the School District that employee(s) have been placed in the employment pool, it is each employee's responsibility to notify the Superintendent or designee that such employee wishes to be removed from the pool.

### **SECTION 6.9 – RETENTION AS A TEACHER**

Any member of the bargaining unit who, through a reduction in force, is no longer assigned to an administrative position will be retained as a classroom teacher, provided that the employee has sufficient seniority to retain a position on the certificated teacher seniority list (per PEA Agreement). Each employee must designate in writing to the Superintendent or designee, those teaching positions for which they are qualified and hold appropriate certification. Seniority shall be defined as the total number of years of teaching and administrative experience in the State of Washington.

## **ARTICLE VII – EVALUATIONS**

### **SECTION 7.1 – EVALUATION ASSIGNMENTS, PROCEDURES, & TIMELINES**

Principals will be evaluated by the Assistant Superintendent for either Elementary or Secondary Programs with additional input, while Assistant principals will be evaluated by their supervising principal. Evaluations will be conducted annually and will be based on the AWSP criteria outlined in the attached appendices. The process and timeline for evaluations is also included in the attached appendices.

We agree to continue to work on the evaluation appendices.

## **ARTICLE VIII – DURATION OF AGREEMENT**

The terms and conditions of this agreement shall be for the contract period July 1, 2021, through June 30, 2023.

### **PENINSULA PRINCIPAL'S ASSOCIATION**

By: \_\_\_\_\_ /Signed/ \_\_\_\_\_  
Todd Hering or Kristi Brooks, President  
Peninsula Principal's Association

Date: \_\_\_\_\_

### **PENINSULA SCHOOL DISTRICT NO. 401**

By: \_\_\_\_\_ /Signed/ \_\_\_\_\_  
Karen Andersen, CFO

Date: \_\_\_\_\_

## APPENDIX A – SALARY SCHEDULE

### 2021-2022 SCHOOL YEAR - PENINSULA SCHOOL DISTRICT (PPA ADMIN) PRINCIPALS' SALARY SCHEDULE

LANE	DESCRIPTION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
A0001	ELEMENTARY SCHOOL ASSISTANT PRINCIPAL	\$123,364	\$126,140	\$128,978	\$131,880	\$134,847	
A0002	MIDDLE SCHOOL ASSISTANT PRINCIPAL	\$127,672	\$130,545	\$133,482	\$136,485	\$139,556	
A0003	HIGH SCHOOL ASSISTANT PRINCIPAL	\$136,609	\$139,683	\$142,826	\$146,040	\$149,326	
A0004	ELEMENTARY SCHOOL PRINCIPAL	\$137,071	\$140,155	\$143,308	\$146,532	\$149,829	\$153,200
A0005	MIDDLE SCHOOL/HENDERSON BAY PRINCIPAL	\$141,858	\$145,050	\$148,314	\$151,651	\$155,063	\$158,552
A0006	HIGH SCHOOL PRINCIPAL	\$151,788	\$155,203	\$158,695	\$162,266	\$165,917	\$169,650