Between

Sumner-Bonney Lake School District No. 320

and

Sumner Principals'

and

Directors' Association

Collective Bargaining Agreement

Term: July 1, 2018 through June 30, 2020
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The Agreement between the Sumner-Bonney Lake Principals and Directors Association (SPDA) and the Sumner-Bonney Lake School District applies to the certificated administrative positions listed on the attached salary schedule.

1 SALARIES

The attached SPDA Salary Schedule shows salaries for the duration of this contract.

1.1 The determination of creditable service and certificated administrative service and salary schedule placement shall rest with the district.

1.2 After initial placement, each year administrators shall advance to the next step of the SPDA Salary Schedule and receive full payment as indicated by the adopted SPDA Salary Schedule attached hereto as an appendix. Advancement on the salary schedule shall be limited to no more than one experience increment in any one year.

1.3 The parties acknowledge the necessity for the district to comply with state compensation limitations. The parties intend that nothing in this agreement shall operate to preclude the district from complying with state compensation laws.

1.4 When a current District Administrator is hired/moves to a higher level position (ex. Assistant Principal to Principal), the employee will be placed on the Step that provides a pay increase.

2 LENGTH OF WORK YEAR AND VACATION

2.1 The administrative contract will be a twelve-month contract commencing July 1 of each year to June 30 of the following year.

2.2 An individual contract will provide for twenty-four (24) days of vacation leave.
2.3 Building administrators are expected to be in the building during student and staff work days unless other arrangements are made. Department administrators may arrange their work calendars appropriately for their workloads, per arrangement with their supervisor.

2.4 Requests to take vacation during the student and staff work year require prior approval of the superintendent, and may be granted for reasons that are unique and compelling, such as family and personal milestones.

2.5 Administrators who work on vacation days may be paid at per diem pay with proper and timely submission of the correct form to payroll. (See form in Appendix B.) as follows:

- All administrators may be paid up to six (6) days of their earned vacation leave;
- Administrators with six (6) to eight (8) years of District experience, may be paid one (1) additional day for a total of seven (7) days of their earned vacation leave;
- Administrators with nine (9) to ten (10) years of District experience, may be paid two (2) additional days for a total of eight (8) days of their earned vacation leave;
- Administrators with eleven (11) or more years of District experience may be paid four (4) additional days for a total of ten (10) days of their earned vacation leave.

During the 2018-2019 contractual year, Administrators are required to submit the proper and correct form (Appendix B) to payroll regarding the first six (6) days of requested payout of vacation leave earned before the last work day in June 2019.

In regards to the additional days due to District experience longevity worked during the 2018-2019 contractual year, Administrators are required to submit the proper and correct form (Appendix B) to payroll for these additional days in July 2019.

During the 2019-2020 contractual year, Administrators are required to submit the proper and correct form (Appendix B) to payroll regarding the first six (6) days of requested payout of vacation leave earned and additional days due to District experience longevity earned before the last work day in June 2020.

Administrators' vacation leave balances will be reduced by the amount of vacation days that are actually paid out per the Administrator’s submission of the form (Appendix B) to payroll.
2.6 The maximum number of vacation days accrued on June 30 and carried forward to the following year shall not exceed forty-five (45). Upon retirement or separation, up to thirty (30) vacation days may be submitted for reimbursement at the employee’s per diem rate. The parties acknowledge the necessity for the District to comply with state retirement laws and regulations. If it should be determined that the District is not in compliance with state retirement laws and regulations, then the affected employee agrees to release and hold harmless the District from any liability resulting from the application or interpretation of this provision.

2.7 All compensation on a per diem basis shall be based on 1/221 of the annual salary.

2.8 In the case of an uncompleted contract, deduction of salary will be based on 1/221 per day of the annual contract. Vacation will be prorated for the year.

2.9 Holidays: The following fifteen (15) days will be considered holidays: New Year’s Day, Martin Luther King Day, Presidents Day, Friday of spring break, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, the day before and after Christmas, Winter Break Holiday, Christmas Day, and New Year’s Eve Day. When any of the aforementioned holidays fall on Saturday, Sunday, or on a day on which school is held, an equivalent day will be given at the convenience of the District. Administrators may need to finish preparation for students on one or more of these holidays and may arrange their work calendars appropriately for their workloads, per arrangement with their supervisor.

2.10 The Administrators work calendar shall consist of two hundred and fifty-five days (255) each contractual year. During the 2018-2019 contractual year, the following days will be non-work days:

- November 21, 2018
- January 2, 3, and 4, 2019
- February 19, 2019

During the 2019-2020 contractual year, the following days will be non-work days:

- July 8, 9, 10, 11, and 12, 2019

3 ANNUAL PERFORMANCE EVALUATIONS

3.1 Administrators will be evaluated by the District in authentic principal and director evaluation processes, incorporating new state criteria. The certificated administrators who are supervising teachers on TPEP will be using the AWSP Leadership Framework for their evaluation framework.
3.2 The District and SPDA agree that meaningful dialogue between an administrator and his/her evaluator about performance is an important part of professional development. If performance concerns are noted, the District will offer coaching and feedback in a timely manner. If performance concerns continue or escalate, written memos, mid-year evaluations, and annual evaluations will reflect the concerns and recommendations for remediation. In cases of egregious misconduct, an administrator may face discipline up to and including termination. The AWSP Leadership Framework will be the tool used for evaluations.

4 PROTECTION OF ADMINISTRATORS

4.1 Any administrator who is threatened with bodily harm by an individual or a group while carrying out assigned duties will notify, as soon as possible, the immediate supervisor. The immediate supervisor will notify the superintendent or designee of the threat and take immediate steps in cooperation with the administration to provide every reasonable safety precaution.

4.2 Upon determination by the Board of Directors that an administrator has been physically disabled because of a personal assault arising out of and/or in the course of employment, the Board will grant the injured administrator a leave of absence with pay in the amount of the difference between his or her regular pay and compensation received from the Puget Sound E.S.D. 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. The administrator's absence will not be deducted from leave days.

4.3 The injured administrator will undergo medical examinations by a physician agreeable to both parties.

4.4 The administrator will, as a condition of receiving benefits under Article 4.2, execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury, in amount of the compensation received pursuant to Article 4.2, but not to exceed the amount of such proceeds. Such assignment will be in the form prescribed by the Prosecuting Attorney's Office of Pierce County.

4.5 Administrators whose indispensable 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.
4.6 Indispensable property is defined as articles necessarily worn by the administrator, such as eyeglasses, hearing aids, dentures, watches, clothing or automobile. Requests for reimbursement will be made by letter addressed to the superintendent. The letter will include a full statement describing the assault; listing all damages incurred and noting the date, how it happened and witnesses.

4.7 Job related claims for damage, repair and/or replacement will be paid in full by the District.

4.8 The District agrees to provide adequate and proper liability insurance coverage, injury, property damage, legal and professional liability for an amount equal to that provided by the Puget Sound Educational Service District Co-op Self Insurance Trust for each occurrence.

5 LEAVES

5.1 Sick Leave and Eligible Emergencies

Sick leave provisions are subject to federal and state law. Sick Leave shall accumulate at the rate of twelve (12) days per year for illness and serious illness in the family. A permissive leave sharing plan will also be available.

5.1.1 Emergency Leaves may be taken for:

a. Illness in the administrator's immediate family. In this instance, immediate family means spouse or child and the administrator's parent, brother or sister.

b. Emergencies in nature due to a sudden, urgent, unusual and unforeseen occurrence or occasion requiring immediate action and not of mere convenience. Emergency leave may be taken at the administrator's discretion. The superintendent shall be notified by the administrator as to the date and the reason for the use of emergency leave. (Emergency Leave is deducted from sick leave.)
5.2 Bereavement Leave

A maximum of five (5) paid days per occurrence which are not deducted from sick leave and which are non-accumulative shall be allowed annually for absences resulting from the following:

5.2.1 Death of an immediate family member. The immediate family includes the spouse, child, parent, stepparent, brother, sister, grandparents or grandchild.

5.2.2 Death in the immediate family of the spouse of the supervisory certificated employee. The immediate family in this case means parent, stepparent, brother, sister, grandparents or grandchild (in-laws).

5.2.3 When a death occurs outside the immediate family, but within a close relationship, the employee may be excused at the discretion of the superintendent.

5.3 Personal Leave

Each administrator shall be allowed three (3) personal leave days per school year, and personal leave days are ineligible for buy-back.

- An administrator can carry over up to three (3) personal leave days to the next contractual year for a total of up to six (6) accumulated personal leave days.
- Personal leave days cannot be used to extend a holiday or vacation leave period.
- Only one (1) administrator per school may take personal leave per day unless it is on a non-student day.
- Personal leave cannot be used during the first or last ten (10) school days.
- Exceptions regarding the use of personal leave can be made if approved by both the Administrator's supervisor and the Superintendent.

5.4 Maternity Leave

Maternity leave without pay or benefits shall be granted at a date during pregnancy agreed upon by the expectant administrator and/or her physician, with the physician's statement as the final authority.

5.4.1 The administrator shall give a four-week notification prior to commencement of leave unless a medical emergency determines that leave be taken sooner. The administrator shall determine when time is to be taken and what is an emergency.
5.4.2 Administrators have the option of taking accumulative sick leave in lieu of, or in addition to, maternity leave for only the actual time of disability or recuperation.

5.4.3 Upon the request of the administrator, maternity leave shall be granted without pay up to one (1) year and upon request of the employee, will be renewed for one (1) additional year. Maternity leave may be taken in no less than ninety-day (90) increments.

5.4.4 An administrator returning from maternity leave shall be placed in the position last held, if at all possible, or in a similar position in the District and shall give the District at least four (4) weeks’ notice of her intent to return to work; but in any case, such notification shall be given to the District not later than March 1.

5.5 Adoption Leave

An administrator adopting a child shall notify the District in writing of the intent to take adoption leave stating the expected dates of commencement of leave and return to employment.

5.5.1 A maximum of ten (10) days’ leave shall be granted with pay. The ten (10) days with pay shall not be deducted from accumulated sick leave, personal leave, emergency leave, or any other leave unless requested by the employee.

5.5.2 Adoption leave of absence beyond the day stipulated in the above paragraph shall be granted for a period of up to one (1) year, to be taken in not less than ninety-day (90) increments, and upon request of the administrator will be renewed for one (1) additional year and in either case, will be taken without pay or benefits.

5.5.3 An administrator returning from adoption leave shall be placed in the position last held or in a similar position in the District and shall give the District at least four (4) weeks notice of his/her intent to return to work; but in any case, such notification shall be given to the District no later than March 1.

5.6 Military Leave

Administrators shall be granted a military leave of absence without pay when such leave is occasioned by involuntary induction into the armed services.

5.6.1 Upon return from leave, the employee shall be placed in the position last held or in a similar position in the District. Military leave of absence is construed as regular service in regard to salary increments, with a maximum of two years credit allowed.
5.6.2 Members of the Washington National Guard, the Army, Navy, Air Force, Coast Guard or Marine Reserve of the United States shall be granted military leave of absence of his/her assignment for a period not exceeding ten (10) work days during each year. The administrator shall receive his/her normal District pay, and there shall be no loss of privileges, vacations, or sick leave to which he/she might be otherwise entitled.

5.6.3 If the administrator is a reservist, he/she shall make every effort to fulfill his/her reserve commitments during such time when school is not in session and shall document such effort if required to fulfill a reserve commitment during such time when school is in session.

5.7 Leaves of Absence
The authority to grant leaves of absence rests with the Board upon the recommendation of the superintendent or designee. A leave of absence may be granted as outlined below. The granting of a leave of absence constitutes a contract for re-employment consistent with Board of Directors' policies, regulations, and procedures at the termination of the leave.

5.7.1 Leave for Exchange Teaching/Administration
An administrator may participate in a teacher/administrator exchange program, provided it has been determined that the exchange program will be beneficial to the administrator and the District; that there will be no additional cost to the District; and the exchange administrator is a suitable replacement.

5.7.2 Short-Term Educational Leave
The purpose of selecting administrators to participate in short-term educational opportunities will be for the improvement of the educational program. Workshops, institutes, curriculum, development and improvement and other recognized educational opportunities will be considered short-term.

5.7.3 Attendance at and cost of the short-term institutes, conferences, and workshops will be as authorized by the superintendent.

5.7.4 Funds will be provided and allocated for the total educational leave program to meet the intent of the need for administrative skill and knowledge improvement.

5.8 Court Appearance Leave
Administrators will be granted a leave for court appearances under the following conditions:

5.8.1 When subpoenaed to appear in court.
5.8.2 When serving as a voluntary witness or a part to litigation in matters related to his/her employment.

5.8.3 When called for jury duty.

5.9 Professional Improvement Leave
Leave for professional improvement which may involve rescheduling of the administrator's work time will be handled on an individual basis by the superintendent or designee.

5.10 Leave of Absence Without Pay
An administrator may be granted a leave of absence without pay or benefits for one (1) year. The administrator may apply for an additional consecutive leave of absence without pay. Approval of the additional year's leave will not be automatic and will be based upon the needs of the District. Upon return from leave, the administrator shall be placed in the position last held, or in a position within the District for which the administrator has training or experience. The administrator granted leave must, in writing, inform the District by March 1 of his/her intent for the forthcoming year. In the event the administrator fails to give such notice on or before March 1, the District may assume that the administrator is not available for employment for the following school year.

5.11 If an administrator is absent for an extended period of time the superintendent will review the situation with regard to provision of a substitute.

5.12 Administrators may participate in the Attendance Incentive Program as per regulations established under state law.

5.13 Permissive Leave Sharing
Administrators may participate in a sick leave sharing plan within the SPDA bargaining unit subject to state rules and regulations.

6 BENEFITS

6.1 The District's program for insurance premium contributions will be designed to deliver full District payment of premiums for dental, vision, group term life insurance policy ($100,000) and long-term disability. Employees will also be able to select medical insurance coverage on a premium share basis. The employee portion of medical insurance will be paid by payroll deduction.
6.2 Eligibility

Employees employed for .50 FTE or more will be included in the District dental, group term life, vision, long-term disability and will be eligible for medical plan participation. Employees will, by payroll deduction, pay the difference between the pro-rata FTE rate contributed by the District and the premium cost.

District contributions shall be made for basic benefits only as defined by the 1990 Legislature. The parties agree to abide by state laws relating to school district employee benefits. The District will continue to pay the Health Care Authority (retirees) carve-out for each employee for the duration of the agreement.

6.3 VEBA Participation

Each year a vote shall be conducted to determine if employees shall have access to a VEBA Health Reimbursement Account (HRA). Contributions levels will be also set by an annual vote of members.

7 ADMINISTRATIVE STAFFING

7.1 The District recognizes the importance of building size and agrees to staff each elementary school with a full time principal and agrees to add an assistant principal for any elementary school which exceeds 400 students (not FTE). Enrollment count to be used for administrative staffing purposes shall be based on spring building staffing projections for the following school year.

7.2 All secondary buildings will be staffed with a principal and an assistant principal. When secondary schools reach 1,000 students an additional assistant will be hired. Consideration will be given to hiring further additional administrative staff when the enrollment exceeds 1,000.
8 PROFESSIONAL DEVELOPMENT

8.1 The superintendent and the Board recognize the importance and value of shared responsibility in professional growth and development. Professional development efforts will reflect assistance and support toward the attainment of district related goals, programs and administrative responsibilities. The District will provide a professional development budget in the amount of twelve hundred dollars ($1200) for each administrator. Professional development dollars may be accumulated with a maximum of thirty-six hundred dollars ($3600) carried forward to the following year. This budget can also be used for payment of professional dues.

8.2 The District agrees to pay in full, professional membership dues to the professional organization that meets the administrator's professional needs.

9 STIPENDS

9.1 Leadership Premium

A Leadership Premium shall be provided to administrators for leadership and supervisory duties and responsibilities, given in recognition of their special efforts in achieving success in program development, staff motivation, evaluation and general school management and other related responsibilities as determined by the superintendent.

A supplemental stipend of six thousand, seven hundred and fifty-three dollars ($6,753) will be paid to the athletic/activities director and high school administrators; five thousand two hundred and seven dollars ($5,207) will be paid to all other administrators.

9.2 Administrators who evaluate certificated teachers on the state Teacher Principal Evaluation Program will receive four (4) paid extra work days during that year for that work. The days will be paid in August of each year for the upcoming year.

Elementary Principals that do not have administrative support through an Assistant Principal, Dean of Students, or similar means will receive paid extra work days for Teacher Principal Evaluation Program work based upon the following triggers. This work will be paid in June.

A. 16-20 staff on TPEP - Comprehensive or Focused - receive one (1) day
B. 21-26+ staff on TPEP-Comprehensive or Focused - receive two (2) Days
9.3 Administrators who successfully become certified to be TPEP evaluators will receive a three hundred dollars and nine dollars ($309) stipend for their work in becoming certified.

9.4 Work Tools Allowance
An allowance of eight hundred and twenty-five dollars ($825) per year will be paid each administrator in July to purchase job-related personal work tools which will be the administrator's personal property.

9.5 Travel Stipend
Taxable compensation for work-related travel shall be one thousand and thirty-one dollars ($1031) for elementary and middle school administrators and two thousand and sixty-two dollars ($2062) for high school and central office administrators for the work year.

9.6 Cell Phone and Text Access
Administrators will receive a stipend of one thousand two hundred and thirty-seven dollars ($1237) per year to compensate for cell phone access.

9.7 Intern Stipend
A supplemental stipend of one thousand and thirty-one dollars ($1,031) shall be available for any administrator who serves as a supervisor for a Sumner School District employee undertaking an administrative internship. In order to qualify for the stipend, the supervisor and intern must develop an intern supervision plan, objectives to be met, activities to be undertaken, estimated time commitment, etc. The plan must be approved by the superintendent.

9.8 Longevity Stipend
Administrators will receive compensation each year for longevity, based on years in Sumner or total years in a school district administrative position, as follows:

For service of 10 years: $1031,
For service of 15 years: $1547, and
For service of 20 years: $2062.

9.9 Doctorate Stipend
A supplemental stipend of two thousand and sixty-two dollars ($2,062) shall be given annually for any administrator who has an earned a doctorate degree.
10 SPECIAL PROJECTS

10.1 The superintendent shall have the discretion of awarding supplemental stipends to Sumner Principals and Directors Association members who assume additional work responsibilities and time commitments beyond their regular job duties at the superintendent's direction. The superintendent shall determine the amount of the stipend based on the scope of the additional work and its impact on the mission of the District.

10.2 Administrators will receive the equivalent of four (4) paid extra work days for a special project stipend related to a District initiative, as assigned by the Superintendent/designee during that year for the work.

11 LEGAL COMPLIANCE

11.1 In the event that any Article or Section of this agreement is found to be contrary to law or to an Attorney General's Opinion (AGO) or to the findings of a court of competent jurisdiction, such Article or Section shall be null and void and all other Articles and Sections shall continue in full force and effect.

The parties agree they shall, upon request of either party, meet to discuss a replacement Article or Section for any such Article or Section so invalidated.

12 TERMS OF THE AGREEMENT

12.1 This Agreement and its provisions will apply from the period July 1, 2018, through June 30, 2020.

12.2 The parties shall enter into negotiations for a successor Agreement no later than May 1 of the year of Agreement expiration.

12.3 SPDA representatives and the District will hold monthly contract management meetings for the purpose of resolving issues on a regular basis unless both parties agree to waive a meeting. The District will initiate the scheduling of these meetings.

13 WAGE COMPENSATION

13.1 A 3.1% wage increase will be applied to the 2017/2018 SPDA Salary Schedule for the 2018/2019 term of this Agreement.

13.2 The parties will meet in May 2019 to discuss a salary schedule and stipend reopenner for the 2019/2020 term of this Agreement.
For the Sumner-Bonney Lake School District

By: ________________
President – Board of Director
Date: __________________

By: ________________
Vice-President - Board of Director
Date: __________________

By: ________________
Board of Director
Date: 11/15/2018

By: ________________
Board of Director
Date: 11/15/2018

By: ________________
Board of Director
Date: 11/14/18

For the Sumner Principals & Directors Association

By: [Signature]
Date: 10-31-18
For the Sumner-Bonney Lake School District

By: ____________________________
President – Board of Director
Date: ____________________________

By: ____________________________
Vice-President - Board of Director
Date: ____________________________

By: ____________________________
Board of Director
Date: 11/13/2018

By: ____________________________
Board of Director
Date: 11/15/18

By: ____________________________
Board of Director
Date: 11/14/18

For the Sumner Principals & Directors Association

By: ____________ Kay Mace
Date: 10/31/18
APPENDIX A

Salary Schedule for Wages:

a. Year 1: 3.1 percent increase.

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<td>$105,944</td>
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<td>Director of Athletic &amp; Activities</td>
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APPENDIX B
Sumner-Bonney Lake School District Administrator Vacation Cash-out

Name ___________________________ Date ________________

Assignment ________________________________

Number of Earned Vacation Leave Days I wish to cash out (circle one)

1  2  3  4  5  6  7  8  9  10

(See Section 2.5 of the Contractual Agreement for limitations regarding the number of earned vacation leave days that can be cashed out.)

Signature _______________________________ Date ________________

During the 2018-2019 contractual year, Administrators are required to submit this form to payroll regarding the first six (6) days of requested payout of vacation leave earned before the last work day in June 2019.

In regards to the additional days due to District experience longevity worked during the 2018-2019 contractual year, Administrators are required to submit this form to payroll for these additional days in July 2019.

During the 2019-2020 contractual year, Administrators are required to submit this form to payroll regarding the first six (6) days of requested payout of vacation leave earned and additional days due to District experience longevity earned before the last work day in June 2020.
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