MEMORANDUM OF UNDERSTANDING
between
THE MONROE SCHOOL DISTRICT NO. 103
and
THE MONROE PRINCIPALS’ ASSOCIATION
July 1, 2018 – June 30, 2019

PREAMBLE

This Memorandum of Understanding is made and entered into between the Monroe School District No. 103 and the Monroe Principals Association in accordance with Chapter 41.59 RCW and the parties agree as follows:

It is the collective philosophy and commitment of the Monroe Principals’ Association that best practice is grounded in continuous growth and improvement through collaboration, co-learning, and mutual accountability. To this end, the Monroe Principals’ Association membership is expected to participate fully, and in good faith, in both district and building level collaborative learning opportunities and practices.

ARTICLE I

RECOGNITION CLAUSE

1.1 Pursuant to Chapter 41.59 RCW, the Monroe School District, hereinafter known as the “District,” recognizes the Monroe Principals Association, hereinafter known as the “Association,” as the exclusive bargaining representative for principals, associate principals, assistant principals, and the Sky Valley Education Center Director.

1.2 It is agreed that, pursuant to Chapter 41.59 RCW, both parties recognize that the scope of bargaining shall be limited to compensation, hours of work and the number of days of work in the annual contracts regardless of the inclusion or exclusion of items agreed upon within this Memorandum of Understanding.

ARTICLE II

WAGES AND SALARY SCHEDULE PLACEMENT

2.1 The principals’ salary schedule effective July 1, 2018 through June 30, 2019, shall be as listed in Appendix S-1.

The schedule will be adjusted by the identified state funded increase each year, furthermore the district will review regional principal salaries. Regional shall include the same districts identified in the Superintendent’s contract currently including Lake Stevens, Snohomish, Arlington, Stanwood and Marysville.

Sky Valley is factored at 95% of the High School Principal >400.–
An annual salary survey will be conducted as described above and will be used to review total compensation.

2.2 Each employee having a doctorate degree from an accredited institution will receive a $2,200.00 stipend in addition to the base schedule.

2.3 Placement on the salary schedule shall be as follows:

2.31 New administrators without any prior administrative experience shall be placed at the first step of the position to which they are appointed.

2.32 Administrators with prior administrative experience shall be given one year of experience for like or greater experience.

2.33 These provisions for salary schedule placement may be modified by the Superintendent, with Board concurrence, at the time of initial placement.

2.4 Principals hired to a school with a student population of less than 400 students (headcount) shall be paid at a salary rate of ninety-five percent (95%) of the established per diem rate for the appropriate level and step of a principal of a school with a larger student population. If a small school’s October 1 headcount exceeds 400 the salary will go to 100% and will stay at that rate so long as the principal remains in the assignment.

2.5 Any employee assuming the role of principal or assistant principal for at least 1/2 (.5) of his/her contracted days shall be placed on the principal salary schedule at the prorated salary level for that position.

2.6 Any employee promoted to a different principal position shall start in that position at a salary no less than his/her present placement on the salary schedule. Involuntary transfers will maintain their salary for one year. Voluntary transfers will be paid per the appropriate salary schedule.

2.7 Major changes in job responsibilities or assignments will result in a re-evaluation of said job description in order to evaluate appropriate compensation. This review may be requested by either party.

2.8 Any employee requested to work on a special assignment by the Superintendent shall be issued a stipend on a supplemental contract. The stipends for the special assignments shall not exceed $5,000. The stipend amount will be determined by the Superintendent after consultation with the employee and Board. Special assignments of like nature shall be compensated equally regardless of an individual’s position or longevity. Examples of special assignments are: school construction; planning principal; MEA and PSE bargaining; curriculum development leadership, etc. The Superintendent with concurrence of the Board shall have sole responsibility for determination of special assignments.

**ARTICLE III**
WORK YEAR

3.1 Principals shall be contracted each year for the number of days necessary for operation of the District. Individual contracts may be modified, greater or less than, from the days stipulated below. Modifications could include adjustments based on averages identified in surveys conducted pursuant to section 2.1. If such modification is considered, the Superintendent will notify the Principals’ Association and the administrator prior to the issuance of contracts, and no later than June 30, as to the length of the subsequent work year. Contract extensions above that listed below will be based on the appropriate per diem increases as established by the adopted salary schedule (Appendix S-1).

<table>
<thead>
<tr>
<th>Position</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>High School Principal</td>
<td>260</td>
</tr>
<tr>
<td>Middle School Principal (6-8)</td>
<td>260</td>
</tr>
<tr>
<td>Elementary School Principal(s) (K-5)</td>
<td>260</td>
</tr>
<tr>
<td>High School Associate Principal</td>
<td>260</td>
</tr>
<tr>
<td>High School Assistant Principal</td>
<td>260</td>
</tr>
<tr>
<td>Middle School Assistant Principal</td>
<td>260</td>
</tr>
<tr>
<td>Sky Valley Education Assistant Director</td>
<td>260</td>
</tr>
<tr>
<td>Elementary School Assistant Principal</td>
<td>260</td>
</tr>
<tr>
<td>Sky Valley Education Center Director</td>
<td>260</td>
</tr>
<tr>
<td>Summer School Principal</td>
<td>2 days plus scheduled summer school student calendar</td>
</tr>
</tbody>
</table>

3.2 Annually, each full-time 260-day administrator shall submit a calendar indicating the 223 days to be worked to the immediate supervisor for approval. A maximum of five (5) identified work days may be calendared on weekend days (Saturday or Sunday). A maximum of two (2) non-work days may be scheduled during the student school year with advance approval of the immediate supervisor. August vacation must be pre-approved by the immediate supervisor. Denied requests may be appealed to the superintendent for final determination. The calendar may be jointly modified in the course of the school year.

No more than one administrator may be gone for the purpose of vacation on a day during the student calendar at each building and no more than two district wide can be gone on any student calendar day. Approved calendars are to be submitted to Human Resources. Documentation of vacation and other work days shall be per District standards.

3.3 Principals may request leave without pay up to five (5) days per year if approved by the Superintendent. Full-time, full-year (260 days) employees shall be granted twenty-five (25) days of vacation annually. For the purposes of vacation accrual and use, one (1) day will be comprised of eight (8) hours.
3.4 Vacation shall be used at the employee’s request with prior approval from the direct supervisor. Vacation days shall be deemed used in the order in which they are earned.

3.5 260 day employees may accumulate vacation to a maximum of forty (40) days for carryover to an ensuing year. Under extraordinary circumstances, the Superintendent, with Board concurrence, may authorize carryover of vacation in excess of forty (40) days to an ensuing year. In circumstances where a Principal’s responsibilities materially limit the annual utilization of vacation, the Principal may, upon request to and approved of the Superintendent, at the end of each year (June 30), request to receive compensation for up to five (5) days of unused vacation at the per diem rate of 1/223.

Upon termination of employment, the District shall allow the employee or, in the case of the employee’s death, his/her estate, 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, provided that an employee who terminates employment with the District holds a valid individual contract which includes a provision entitling such employee to paid vacation. Cash Out of accumulated vacation leave will be at the per diem rate of 1/223. Every employee should make arrangements to use excess accumulated vacation leave before the employee’s termination date.

3.6 For full-time employees (260 days), the District will provide the following holidays without loss of pay.

- New Year’s Day
- Veterans Day
- Martin Luther King Day
- Thanksgiving Day
- Presidents Day
- The Day After Thanksgiving
- Memorial Day
- The Day Before Christmas
- Independence Day
- Christmas Day
- Labor Day
- New Year’s Eve Day

A holiday falling on Saturday shall be taken on the preceding Friday. A holiday falling on Sunday shall be taken on the succeeding Monday. If two holidays fall on a consecutive Friday/Saturday or Sunday/Monday, the succeeding Monday or preceding Friday shall be taken to ensure a four day (Friday-Saturday-Sunday-Monday) weekend.

ARTICLE IV

RELATED BENEFITS

4.1 Insurance: The District shall contribute the current applicable state insurance allocation (state support figure), less any “retirement carve out”, per month on an FTE basis for the purpose of paying the premiums for dental, medical, group term life, vision, and long-term disability insurances. The unspent balance will be pooled among eligible employees for the payment of premiums of only insurances listed in this paragraph.

4.11 General
The District shall provide insurance premium payments toward approved District group insurance programs outlined herein and in compliance with law. Pursuant to RCW 28A.400.275(1), the parties agree to abide by state laws relating to school district employee benefits. The District and Association agree to review any future State guidance given to districts regarding the implementation of legislation, particularly ESSB 5940 (2012).

4.12 Enrollment

Annual enrollment for employee group insurance programs shall take place during the District open enrollment window as determined by the insurance broker or company. The enrollment of new employees shall be within thirty (30) days following employment.

4.13 Employer Contribution

Up to the state-funded amount per FTE employee in the bargaining unit will be contributed to approved medical, dental, and other approved insurance programs.

In the event the District provides a local supplement to other certificated employees, an equivalent amount will be added to the state support figure for employees covered by this agreement.

The combined State and District contribution shall be granted to all full-time employees on an individual basis. Part time employees shall receive said contribution on a FTE prorated basis.

In the event of any legislative changes fully funded by the state of Washington under which the state provides additional monies for payment for insurance premiums, without obligation by the District to make further additional contributions, such funds from the state of Washington will be automatically provided.

4.14 Insurance Options

The following options shall apply:

a. Dental, Vision, Life, and LTD

The District shall pay the total premiums for mutually agreed upon dental and vision plans for employees and their dependents and group life and long-term disability plans for employees only.

b. Medical
Of the remaining moneys, the employee may choose to have the balance applied to any of the district offered medical plans for their own and any dependent coverage to equal said balance:

The term "dependents" as used in paragraphs 1 and 2, above, include an employee's domestic partner.

In obtaining the insurance options in this subsection, the District shall ask an insurance broker to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. The quotes to be procured and plans offered shall include: (a) at least one qualified high-deductible health plan (HDHP) and health savings account (HSA); (b) at least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the state employee benefits year; and (c) health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.

4.15 Pooling

Excess monies, not used to a maximum of the combined state and District funded amount per month after the above options are exercised, shall automatically be placed in an insurance pool. Excess moneys are to be applied exclusively first for payment of medical insurance premiums in accordance with the provisions below:

a. To determine the insurance benefit total dollars eligible for distribution under current legislative and apportionment regulations, the total FTE shall be multiplied by the annual state-funded amount plus the additional District contribution per paragraph C, above.

b. The difference between the available funds through the apportionment formula plus the additional District contribution compared with the total cost of individual insurance premiums paid for coverage shall be known as excess funds. Excess funds will be distributed equally to eligible employees (employees for whom the state-funded amount and additional District contribution per month does not fully cover their monthly dental and medical insurance premiums) provided all employees must pay at least the minimum amount of their medical premium as described in subsection F below. The amount of the pool shall be determined in October.

4.16 Employee Contribution

To ensure employees selecting richer benefit plans pay a higher premium and to make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in compliance with ESSB 5940, each employee included in the pooling arrangement pursuant to subsection E who elects medical benefit coverage shall pay a minimum out-
of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be 2% of the employee-only coverage premium for the plan chosen by the employee.

If the monthly insurance contribution per employee does not cover the premiums in full (down to the minimum monthly amount described in this subsection) of the insurance plan selected by the employee, the District shall deduct from said employee's monthly salary the amount necessary to pay the remaining premium(s) due. Employee contributions shall be considered non-taxable through District adoption of a plan consistent with Section 125 of the Internal Revenue Code.

Pursuant to RCW 28A.400.275 (1), the parties agree to abide by state laws relating to school District employee benefits. The parties acknowledge that the above insurance agreement is for a term of one year, subject to automatic extension for the ensuing year in the absence of written notice otherwise by one party to the other prior to May 1 of each year.

Each year the minimum contribution will be adjusted to comply with state law and align with other Monroe Public Schools bargaining agreements.

4.2 **Group Life Insurance**: The District will pay the yearly premium of a term life insurance policy as offered by the District equal to one year’s salary. This policy will be provided through the District’s carrier or a mutually agreed upon substitute.

4.3 **Travel**: An employee who is required to use his/her private vehicle shall be reimbursed for such required travel at the prevailing IRS rate. Required job related travel is to be supported by District administration budget; conference travel, except that covered in Article VI Section 3, will be supported by the building budget.

4.4 **On Call Stipend**: The District shall provide each administrator a stipend for calls outside of the normal working business hours. The expectation is that the administrator maintains phone coverage and allows the District to publish the phone number for other administrative staff. The administrator further agrees that he/she shall be available by phone during normal working business hours and will maintain voice mail capabilities outside of normal working business hours. The monthly stipend shall be $40 per month.

4.5 The Monroe School District agrees to pay full dues for the employee’s membership of his/her choice, in two professional organizations that are recognized and appropriate. ASCD (Association for Supervision and Curriculum Development) and WSASCD (Washington State Association for Supervision and Curriculum Development) will be considered as one membership. Civic and service organization memberships are governed by Board Policy #3810

**ARTICLE V**

**EVALUATION**

5.1 Principals shall be evaluated according to legal specifications detailed in WAC 392-191A as well as RCW 28A.405.100
5.2 District administration will review evaluation procedures, including evaluator assignments, process and timelines, prior to the beginning of each school year, usually at the August administrative meeting.

5.3 Principals shall be evaluated using the Association of Washington School Principals Leadership Framework.

ARTICLE VI
PROFESSIONAL DEVELOPMENT

6.1 Principals are encouraged to attend professional meetings, conferences, conventions, and workshops outside the District pursuant to District policy and fiscal limitations. Professional development shall align with the mission and commitments of the District. Principals accessing professional development funds will communicate to the Superintendent how the professional development will support personal growth and alignment to annual goals.

6.2 Attendance at local, state, and national association meetings held within the state of Washington shall be with pay and attendant costs, provided such meetings are for the purpose of professional improvement. Costs may be reported through regular building allocations or as provided for in Sections 6.3, 6.4, or 6.5, below.

6.3 Principals shall have $2,500 for conferences/travel annually. Principals may use this conference/travel money to attend state or national conferences, appropriate professional development meetings, memberships and/or tuition. Attendance at out-of-state national conferences will be limited to 33% of principals during the student year. Exceptions to this restriction may be granted by the Superintendent. Principals, with permission of the Superintendent, may apply this travel allocation to section 6.6 below.

6.4 Principals may carry over an amount equal to one year’s conferences/travel fund (6.3) allocation to: the following year; or submit a professional plan for a building or District improvement project to the Superintendent for approval; or submit a request to purchase equipment that would enhance professional abilities or performance. The professional plan must be for projects not associated with the regular responsibilities of the position. Principals approved for a professional plan option will be issued a supplemental contract (charged to the travel fund allocation and subject to Board approval) outlining the standard to be met. Any equipment purchased is the property of the District.

6.5 Recommendations based on an administrator’s annual performance evaluation may require the administrator to enroll in a specified college credit course and/or workshop. Tuition, fees, books and mileage will be paid by the District if the District requires specific course work to be completed by the employee.

6.6 To continue support for administrative professional development a pool of $15,000 will be administered by the principals in consult with the superintendent. Funds are available on the fiscal year calendar, September through August. Funds not expended by August 31 are not eligible for carry over.
6.7 With the approval of the Superintendent, principals may be released from their regular work day in order to engage in the aforementioned courses or workshops.

6.8 Professional experiences shall be paid by the District if participation is requested by the Superintendent. The District, within budgetary capacity, shall schedule two leadership development seminars per school year targeted to Building Administrator effectiveness. Topics for the seminars will be jointly selected by the District and Association representatives.

6.9 Those administrators resigning/retiring at the end of the contract year may not access professional dollars in the six months prior to July 1.

ARTICLE VII

REDUCTION IN FORCE POLICY

7.1 If there is a financial need to reduce in force (RIF) the principal staff, they shall be reassigned to a certificated position for which they are qualified and subject to the Monroe School District - Monroe Education Association Collective Bargaining Agreement.

7.2 The order in which principals will be reduced (through a process of displacement and reassignment) shall be based on the position (position separately means each of the titles listed in the salary schedules), the certificate for that position, and administrative seniority within the state for that position.

7.3 Administrators who have been adversely affected by a RIF will be reassigned to their original administrative positions if funding for the subsequent year permits. Other changes in administrative positions shall be handled under procedures of evaluation, probation, non-renewal, promotion, and reassignment.

7.4 Applications will be accepted no later than March 1 of each year from principals and assistant principals for assignment to classroom teaching positions for which they are qualified for the following school year.

ARTICLE VIII

LEAVES

8.1 Leaves of Short Duration

Leaves of short duration may be granted for, but not limited to, the following: leaves for personal, family or legal business, leave for military service physical examination, court appearance leave, and birth or adoption leave. The aforementioned leaves shall be mutually arranged and agreed by the employee and the Superintendent.
8.2 **Annual Leave**

Each full time employee (at least 180 workdays) shall be granted twelve days of annual leave per year for illness, injury or emergency. Employees who work less than 180 days or less than full time shall receive a prorated number of days based on their full-time equivalency (FTE). Leave not taken shall accumulate from year to year up to a maximum number of days in the current assigned yearly contract.

8.21 **Additional Provisions:**

1) Any employee absent for more than five consecutive workdays or for more than ten days in any work year may be required to provide a physician’s verification for the absences.

2) An employee using annual leave for family illness or injury may be required to provide a physician’s verification for the absences. If more than three days of annual leave are needed for family illness or injury, the employee must have the approval of the Superintendent / designee.

3) State-approved annual buyback programs for accumulated annual leave shall be available to all eligible employees for annual buy back and for cash-out upon death or retirement.

4) For those employees who are hourly workers, illness / injury benefits shall be paid on the basis of the base hourly rate applicable to the employee’s assigned hours at the time of the injury / illness.

5) Starting with the third consecutive day of absence, the employee who qualifies for FMLA leave shall be placed on FMLA leave.

6) A release to return to work from the physician may be required depending on the nature of the illness or injury.

8.3 **Leave for Illness of Long Duration**

Absences due to illness in excess of accumulated sick leave will automatically place an employee on leave without compensation except as the administrator may qualify for leave under the Board Policy on Leave Sharing.

Requests for reinstatement following a leave of absence because of illness shall be filed with the Human Resources’ office on or before November 15 for return at the beginning of the second semester, and on or before April 15 for the ensuing school year. A person failing to submit such notice terminates his/her affiliation with the District at the expiration of his/her leave of absence. Whenever possible, an employee shall be assigned to the position he/she held before the leave, or one of similar duties.

An employee returning to duty after an absence due to a contagious disease or a nervous or mental disorder must present a statement from his/her physician acceptable to the Superintendent and/or Board of Directors. The final decision regarding reinstatement shall be made by the Board, upon recommendation of the Superintendent, after written communication from the immediate supervisor and physician involved.
8.4 Jury Duty Leave

The Board and administration of the Monroe School District do not discourage employees from participating in jury duty. If an employee is called for jury duty, the employee will advise the District and request leave for such purpose. Pay received by the employee from the court is for reimbursement for expenses and will not be deducted by the District from the employee’s salary.

8.5 Bereavement Leave

Bereavement leave days will be granted as defined below, provided one of the bereavement leave days includes the day of the funeral or memorial service. Additional bereavement leave days, in excess of the days allocated according to this section, shall be considered and may be granted at the discretion of the Superintendent or his designee. Bereavement leave is non-cumulative.

8.51 Up to five (5) days bereavement leave shall be granted on the occurrence of the death of the employee's spouse, son, daughter, father, mother, or stepparent.

Up to five (5) days of bereavement leave shall be granted on the occurrence of the death of the employee's sister, brother, grandchild, mother-in-law, father-in-law, grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any other relative who is a member of the employee's household or for whom the employee is the sole support.

8.6 Attendance Incentive Program

The following Attendance Incentive Program is hereby established for principals:

8.61 Any employee who is separated from District employment due to retirement or death may elect (personally or by his/her personal representative, as appropriate) to convert accumulated unused sick leave days to monetary compensation at the rate of one day's current compensation of the employee for each four full days of accrued sick leave. No more than 180 accrued sick leave days shall be eligible for conversion. Any such conversion shall be subject to the terms and limitations of the applicable statutes and regulations.

8.62 Payments by the District to retirees and to decedent's estates shall be made as soon as reasonably practicable.

8.63 At the request of the Principals Association, the District has agreed to provide a VEBA III Sick Leave Conversion Medical Reimbursement Plan (the “plan”) pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the group who are eligible to participate in the Plan by reason of having the right to receive remuneration for accrued unused sick leave. The District has no responsibility for the selection or retention of the plan. The Principals Association acknowledges and agrees that the District makes no representation or warranty as to the federal income tax consequences of participation in the plan by employees in the group. The Principals Association will have responsibility to advise the District if, during the term of this
Memorandum, any circumstance arises that makes continued participation in this plan inadvisable. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave credits to the account of such employee available for contribution on an annual basis and at retirement in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District, he/she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term hereof shall be forfeited together with all cash-conversion rights that pertain to such excess sick leave.

8.64 Eligibility for participation on an annual basis is limited to employees who have accumulated 60 days of unused sick leave per 28A.400.210 RCW.

ARTICLE IX

CONFORMITY WITH LAW

It is the intent and belief of both parties that this Memorandum is lawful and is in compliance with all applicable provisions of State and Federal law. Should any provision of this Memorandum be held to be contrary to law, such provision or application shall have effect only to the extent permitted by law and the remainder of the Memorandum shall continue in full force and effect.

If any provision is declared or determined to be contrary to law, the parties shall mutually agree to renegotiate said provision as soon thereafter as reasonably possible and such negotiations shall be confined to the one issue declared or determined to be contrary to law.

ARTICLE X

INDEMNIFICATION

The District shall defend and hold harmless the administrator from any claim, action, or legal proceeding arising out of the administrator's performance or failure of performance of duties for, or employment with, the District, provided that the administrator was acting in good faith and within the scope of his or her employment and in compliance with the policies and procedures of the District. Where the District so defends, it will indemnify the administrator against any resulting judgment or settlement payment. The District's obligations under this paragraph are limited to civil claims and litigation, shall not apply to action by the District relating to the administrator's employment status, and are only effective to the extent that they are within the authority of the District under the laws of the State of Washington.
ARTICLE XI

DURATION AND TOTALITY OF MEMORANDUM

Both parties acknowledge and agree that this Memorandum constitutes all understandings and agreements between the parties. This Memorandum shall be effective July 1, 2018 and shall continue in effect through June 30, 2019.

Signed at Monroe, Washington, this 28th day of June, 2018.

MONROE SCHOOL DISTRICT NO. 103

Secretary, Board of Directors

MONROE PRINCIPALS ASSOCIATION

President

Approved by the Monroe School District Board of Directors on:

APPROVED

JUL 16 2018

MONROE SCHOOL DISTRICT
BOARD OF DIRECTORS