

MEMORANDUM OF UNDERSTANDING
between
THE MONROE SCHOOL DISTRICT NO. 103
and
THE MONROE PRINCIPALS' ASSOCIATION
July 1, 2022 - June 30, 2025

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, 2022 through June 30, 2025, shall be as listed in Appendix S-1.

Each year of this agreement the initial base salaries shall be increased by the inflationary adjustment index funded by the Washington state legislature for certificated administrative salaries (currently the implicit price deflator (IPD)). In cases when the funding of the inflationary adjustment index is not determined by the legislature by July 1, this amount will be paid retroactively to July 1 of that year.

In addition, on July 1 of each year of this Agreement, the Principal's Salary Schedule will be adjusted pursuant to the following formula. Prior to each contract year, but no later than May 1, the Board will ascertain the annual salary and the value of any additional days including compensatory days ("total salary") paid to classifications in Appendix S-1 in the following districts: Arlington, Lake Stevens, Marysville, Mount Vernon, Sedro Wooley, Snohomish, and Stanwood. The principals' salary schedule will reflect the mean annual total salary derived from the annual total salary for classifications in Appendix S-1 in these seven school districts.

- 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 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 If the District's replacement educational program and operations levy passes in November, 2022, the requirement for employees to take five (5) unpaid furlough days in 2022-23 shall be rescinded.

ARTICLE III

WORK YEAR

- 3.1 Employees 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 employee 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).

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

3.2 Work Days

Administrative workdays shall be eight (8) hours. Workdays may be worked in ¼ (2 hour), ½ (4 hour) or ¾ (6 hour) increments when the circumstance of the assignment requires less than an eight (8) hour day. Calendar work days are defined as Monday through Friday only.

One hundred eighty-five (185) of these days will match the teacher contracted calendar work days. Additionally, mandatory work days will include summer administrative team workshop days and student orientation/registration days. Exceptions to this may be made with superintendent's approval. Employees will record their leave and vacation days on a monthly timesheet. Vacation and personal leave days may be used with the advance approval of the Superintendent or designee.

A maximum of two (2) non-work days may be scheduled during the student school year with advance approval of the immediate supervisor.

No more than one administrator may be gone for the purpose of vacation/personal leave 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. Documentation of vacation and other work days shall be per District standards.

3.3 Employees 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 thirty (30) 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. If the District's replacement educational program and operations levy passes in November, 2022, and 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
Juneteenth	New Year's Eve Day
Labor 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.

- 3.7 Employees will be granted two (2) non-accumulative personal days per year which can be taken on student days in accordance with Section 3.2. Unused personal time shall be cashed out at the employee's per diem rate in the July payroll cycle each year.
- 3.8 Administrators may elect to work off-site and be available to report to their worksite within an hour at the request of their supervisor for up to ten (10) days a year. Off-site days need to be scheduled in advance and must be on non-student days.

3.9 Employees listed below are eligible for student activity supervision pay for the additional duties performed beyond the contracted work year, day and the expectations of the AWSP framework. It is understood this time is not intended to represent the full scope of supervision duties associated with the positions below.

MHS Comprehensive High School Principal	5 days (40 hours)
High School Assistant Principals	3 days (24 hours)
Middle Level Principals and Assistant Principals	3 days (24 hours)
Associate Principals* *	3 days (24 hours)
Elementary Principals and Assistant Principals	1 day (8 hours)
Sky Valley Education Center Administrators	3 days (24 hours)

Pay will be at the employee's per diem rate of pay. Examples of work performed include the following: supporting evening student activities; school dance supervision, and programs such as PTA.

Payments will be on an equal monthly basis beginning with the July pay period and continuing through June 30 of the year.

Once yearly, by June 1, each administrator shall submit a form (Verification of Extra Hours Worked) provided by the District to verify additional time worked. This form must be signed by the Superintendent or designee.

** Associate principal must participate in after-hours student supervision at MHS to be eligible for these additional hours.

ARTICLE IV

RELATED BENEFITS

- 4.1 Health benefits will be provided to eligible employees through the School employees Benefits Board (SEBB). The District will follow the SEBB and Health Care Authority rules and regulations regarding eligibility and plan offerings
- 4.2 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.
- 4.3 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.

- 4.4 Public Records: In the event the District receives a request for public records for records created or stored on, posted from, or otherwise associated with an employee's personal device used to conduct District business, the District will notify the employee of the request and give parameters to the employee to conduct a search of their own device for responsive materials. The employee may be asked to sign a sworn attestation, setting for the method of the search conducted and identifying the responsive records located as a result of the search. The employee will search their device as requested or may ask a district representative to conduct the search on their behalf. The District or its agents will not take possession or conduct a search of an employee's personal device without the employee's consent. The District reserves the right to require an employee to conduct follow-up searches of their personal device when the district determines that it's necessary to do so to comply with its obligations under the Public Records Act.

ARTICLE V

EVALUATION

- 5.1 Employees shall be evaluated according to legal specifications detailed in WAC 392-191A as well as RCW 28.405.100
- 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 Employees 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. Employees accessing professional development funds will communicate to the Superintendent how the professional development will support personal growth and alignment to annual goals.
- 6.2 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.

- 6.3 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.
- 6.4 Employees shall have an annual \$2,500 discretionary fund. Employees may use these funds for themselves or staff members to attend state or national conferences, appropriate professional development meetings, memberships, professional materials 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.
- 6.5 Employees may carry over an amount equal to one year's discretionary funds (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. Employees 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.
- 6.6 Recommendations based on an employee's annual performance evaluation may require the employee 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.
- 6.7 To continue support for administrative professional development a pool of \$ 15,000 will be administered by the Association 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.
- 6.8 With the approval of the Superintendent, employees may be released from their regular work day in order to engage in the aforementioned courses or workshops.
- 6.9 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.
- 6.10 Those employees 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, nonrenewal, promotion, and reassignment.
- 7.4 Applications will be accepted no later than March 1 of each year from employees 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 Sick Leave

Each full time employee (at least 180 workdays) shall be granted twelve days of sick 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 sick leave for family illness or injury may be required to provide a physician's verification for the absences.

- 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 employee 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 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 employees:

- 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 Ill 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 employee from any claim, action, or legal proceeding arising out of the employee's performance or failure of performance of duties for, or employment with, the District, provided that the employee 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 employee 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 employee'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, 2022 and shall continue in effect through June 30, 2025.

Signed at Monroe, Washington, this 2nd day of March, 2023.

MONROE SCHOOL DISTRICT NO. 103

MONROE PRINCIPALS ASSOCIATION

Marci Larsen
Secretary, Board of Directors

[Signature] / [Signature]
President

Approved by the Monroe School District Board of Directors on: June 21, 2022

**Appendix S-1
(increased by 5.5% IPD)
Principal Salary Schedule**

2022-2023

Building Level Administrators	Work Year	Work Days	Vacation Days	Holidays	Salary	Per Diem Pay
High School Principal	260	218	30	12	\$186,789.00	\$856.83
Middle School Principal	260	218	30	12	\$174,441.00	\$800.19
Elementary Principal	260	218	30	12	\$166,978.00	\$765.95
Alternative Pathways Associate Principal	260	218	30	12	\$165,356.00	\$758.51
High School Asst. Principal	260	218	30	12	\$165,530.00	\$759.31
Middle School Asst. Principal	260	218	30	12	\$157,113.00	\$720.70
Elementary Asst Principal	260	218	30	12	\$150,379.00	\$689.81
Director of Sky Valley Education Center	260	218	30	12	\$175,671.00	\$805.83
Asst Principal of Sky Valley Education Center	260	218	30	12	\$157,113.00	\$720.70

Stipend Schedule	
Doctorate Stipend	\$2,200.00
Substitute Principal Rate	\$600.00
Summer School Administrator	\$60.00/hour
Mentor Stipend	\$500.00
Middle Level Athletic Director Stipend	\$5,000.00
Negotiations Stipend	\$1,000.00
Special Projects (as assigned)	up to \$5,000.00

Notes:

	Initial Approval Date	Revised Approval Date	Revised Approval Date
Adopted by: Board of Directors			