

**MONROE SCHOOL DISTRICT
NON-REPRESENTED
DISTRICT LEVEL ADMINISTRATORS**

July 1, 2016 through June 30, 2017

Condition of Employment

As a condition of employment, the employee named herein, **NAME**, agrees to faithfully perform the duties of **POSITION**, as prescribed by the laws of the State of Washington and by the policies, rules, and regulations of the District. The employee hereby agrees to devote his/her time, skill, labor and attention to the duties of the **POSITION** of the Monroe School District. During the term of this agreement, the employee shall be subject to discharge for cause, provided, however, that the Board shall comply with all applicable provisions for notice and hearing as provided by Washington state law.

The employee's job performance will be evaluated at least yearly by the superintendent or his/her designee with the results of said evaluation to be reviewed with the employee.

Employment Year

The employment year shall be from July 1 to June 30. Unless otherwise indicated, the employee shall be on an annual 260-day work year agreement inclusive of twelve (12) holidays and vacations days accrued. *All salary and benefits for employees less than full time shall be prorated and will be noted below.*

Salary

In consideration of an annual salary of \$ **SALARY**, based on Step **STEP** of the 2016-2017 Administrative Salary Schedule, level **PAY LEVEL**, plus doctorate stipend (**STIPEND AMOUNT**) the Employee agrees to faithfully perform the duties of **POSITION** for the Monroe School District as prescribed by the laws of the State of Washington and by the policies, rules, and regulations of the District. Said salary is based on a **260** day work year, **1.00** FTE, and to be paid in 12 equal monthly installment(s).

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. The Superintendent with concurrence of the Board shall have sole responsibility for determination of special assignments.

Vacation Benefits

A full time administrator shall receive twenty-five (25) days of vacation annually. Unused vacation may be carried over to an ensuing year under this contract, to a maximum of forty (40) days. Under extraordinary circumstances the Superintendent, with Board concurrence, may authorize the carryover of vacation in excess of forty (40) days to an ensuing year. Such accumulated vacation may be taken in the ensuing year, provided that no more than four (4) continuous weeks of vacation may be taken at one time. In circumstances where his/her responsibilities materially limit the annual utilization of vacation, the administrator may, upon request to and approval 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 1/223rd.

Upon termination of employment or the death of the employee, unused vacation days up to thirty (30) shall be compensable at the then-applicable salary rate, 1/223rd per day, to the extent the District will not thereby incur a pension charge back. Vacation accounting will be on a first-in, first-out basis.

Holiday Schedule

The following paid holidays shall be recognized to the extent that they fall within each employee's work year:

- | | |
|---------------------------|---------------------------|
| 1. New Year's Day | 7. Veteran's Day |
| 2. Martin Luther King Day | 8. Thanksgiving Day |
| 3. Presidents' Day | 9. Day after Thanksgiving |
| 4. Memorial Day | 10. Day Before Christmas |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | 12. New Year's Eve Day |

If a holiday listed above falls on a Saturday, the employee shall be given the preceding Friday as a holiday. If the holiday falls on a Sunday, the following Monday shall be given as a holiday.

Leaves

- **Annual leave** – Twelve (12) days annual sick leave with compensation for illness and injuries. Such unused leave shall accumulate from year to year to a maximum allowed by law. Other provisions for the use of annual leave shall follow the same guidelines as established by the current collective bargaining agreement with the Monroe Education Association.
- **Bereavement** - The following provisions shall govern bereavement leave:
Up to five days for the death of the employee's spouse, child, parent or step parent.
Up to five days for the death of the employee's sister, brother, grandchild, father-in-law, mother-in-law, permanent member of the employee's household, or a person of whom the employee is the sole financial support. Five days for the death of the employee's grandparents or in-laws (son, brother, daughter, sister). Bereavement leave as noted above must include the day of the funeral. Additional days for bereavement may be granted by the superintendent/designee. Bereavement leave shall not be deducted from any employee leave benefits.
- **Family and Medical Leave Act (FMLA)** – The District shall adhere to FMLA requirements as well as the requirements under the Washington Law for Americans with Disabilities.

Insurance

The District shall pay the same proportion per FTE employee towards the state required retiree subsidy to the state health care authority as it does for any bargaining unit. Any additional required subsidy shall come from the state allocation for each FTE employee.

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

Pursuant to RCW 28A.400.275 (1), the parties agree to abide by state laws relating to school District employee benefits. The minimum contribution will be adjusted to comply with state law and align with other Monroe Public Schools bargaining agreements.

The District shall pay the yearly premium of a term life insurance policy equal to one (1) year's salary (capped at \$150,000). This policy will be provided through the District's carrier or a mutually agreed upon substitute.

Attendance Incentive Program

The following Attendance Incentive Program is hereby established:

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.

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

At the request of the members of this employee group as defined previously 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 non-represented members acknowledge and agree 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 non-represented members 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.

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.

Professional Development

The District will pay the dues to two (2) professional organizations annually. In addition, the employee may join and/or be asked to join other job-related professional organizations as per Board policy. In the event the employee is asked to join a professional organization and a membership fee is assessed, the District shall pay the fee in accordance with Board policy.

Reimbursement will be made for college credit courses and/or workshops for professional improvement related to current position responsibilities if approved in advance by the Superintendent. Reimbursement shall not exceed five (5) graduate level quarter credit hours per year and tuition as charged by the University of Washington, fees, books, and mileage for same. The approval of the Superintendent is required.

The employee shall receive \$1,000 per year, with a one-year carryover provision, to support national conference attendance. Expenses shall be in accordance with District policy and procedures. Attendance at additional national conferences is permissible subject to Superintendent and Board of Director approval if costs are within fiscal constraints of the District.

Unused professional development funds may be carried forward for one year. With prior approval the superintendent may approve a request for the use of these funds for other professional enhancement activities.

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

Additional Benefits

Travel Allowance:

The superintendent shall establish annually the method of covering required travel for non-represented members and at his discretion shall chose from the following options for each member:

- a. Use of District car
- b. Reimbursement at the prevailing IRS rate. Documentation shall be submitted monthly and submissions more than 60 days after the fact shall not be eligible for reimbursement without Superintendent approval.
- c. Compensation up to \$200 per month for all travel within the district boundaries. In this scenario, travel outside the district boundaries would be covered under section b.

Work Hours and Calendar:

Employees covered by this agreement are non-represented, exempt employees. Each employee shall submit an annual calendar to the superintendent noting-vacation time.

Contract dates:	7/1/16-6/30/17
Work days:	223
Holidays:	12
Vacation days:	<u>25</u>
Total paid days:	260

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 \$30/month (\$360/year)

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.

Notes:

By signing the foregoing agreement, **NAME** and the Board of Directors of the Monroe School District agree to its terms.

Offered at Monroe, Washington this **DAY** day of **MONTH, YEAR.**

Accepted:

Employee

Superintendent of Schools

Date

Date