

**EDMONDS SCHOOL DISTRICT NO. 15**

**MEMORANDUM OF UNDERSTANDING**

**Between**

**EDMONDS SCHOOL DISTRICT NO. 15**

**and**

**CABINET**

**2020-21**

This Memorandum of Understanding between Edmonds School District No. 15 and the Cabinet, when approved by the District Board of Directors, shall be in effect July 1, 2020 through June 30, 2021

1. **Work Year.** The full-time work year shall consist of twelve months, July 1 through June 30 each year. The work year shall consist of 254 days exclusive of holidays as set forth in Section 4 of this Memorandum and vacation days. In those years where the work year contains 255 or 256 days, Cabinet members will only be expected to work 254 days. Cabinet will work with the Superintendent to determine a day(s) that they will not work.
2. **Salary.** 2020-21: Should the Legislature, through the State Appropriations Act, authorize and fund a percentage salary increase for administrators during the term of this Agreement, the District shall apply such percentage increase to the salary schedule effective July 1.

The Cabinet 2019-20 Salary Schedule may be further adjusted July 1, 2020 pursuant to the following formula: the Board will ascertain the annual salary and the value of any additional days including compensatory days (“total salary”) paid to assistant and deputy superintendent positions as of May 2020 in the following 18 percent regionalization area school districts: Bellevue, Highline, Issaquah, Kent, Lake Washington, Northshore and Renton. The schedule will be adjusted to reflect the mean annual salary derived from the annual total salary for deputy and assistant superintendents by level in these seven school districts.

Should the Legislature make adjustments to the District’s salary allocations during the term of this agreement, the parties agree to meet to confer on the impacts of such adjustments, with a view to potential modification of the Agreement.

The Superintendent may authorize a stipend be paid to the Assistant Superintendents for Elementary and Secondary Schools for additional responsibilities as delegated by the Superintendent. Payment shall be in accordance with the established Cabinet Salary Schedule.

3. **Insurance.** Employees will receive their health benefits through the School Employees Benefits Board (SEBB) and will be subject to the terms and conditions established by SEBB and the Health Care Authority. The additional contribution by the District and the pooling arrangement will no longer be available to employees.

Eligibility will be determined by the terms of the SEBB.

4. **Holidays.** The District will provide the following paid holidays:

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 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.

5. **Vacation.**

- A. **Annual Vacation Days.** Full-time employees shall be granted twenty-five (25) days of vacation annually. For purposes of vacation accrual and use, one (1) day will be comprised of eight (8) hours. Vacation shall be prorated for less than full-time employees.
- B. **Vacation Accumulation.** Vacation may be accumulated to a maximum of fifty (50) days for carryover to an ensuing year. Under extraordinary circumstances the supervisor may authorize carryover of vacation in excess of fifty (50) days to an ensuing year.
- C. **Vacation Cash Out.** 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 annual leave will be at the rate of 1/217th of the employee's annual salary. Every employee should make arrangements to use excess accumulated annual leave before the employee's termination date.

6. **Responsibility Stipend**

Cabinet members will be issued a Supplemental Contract for 48 hours which will be compensated at their per diem rate of pay (1/254<sup>th</sup>). The days will be distributed in 12 monthly installments.

7. **Leaves.**

A. **Sick Leave.**

- (1) **Allotment/Accrual.** Employees shall earn sick leave at the rate of one (1) day per month worked to a maximum of twelve (12) days per year. For purposes of sick leave accrual and use, one (1) day will be comprised of eight (8) hours. Sick leave shall be prorated for less than full-time employees. Employees may accrue sick leave up to the number of contracted days during the work year. The annual allocation of twelve (12) days may be used without reducing the maximum allowable accumulation.

An employee new to the Edmonds School District may transfer uncompensated accumulated sick leave when such sick leave was accrued from employment in another Washington public school district, educational service district, the Office of the Superintendent of Public Instruction, or Washington Community College.

Provided the sick leave was not transferred to another employer, a former employee of the Edmonds School District will have his/her uncompensated accumulated sick leave in existence at the time of leaving the District restored upon reemployment by the District in the same or similar position.

- (2) **Sick Leave Use.** Employees may use sick leave for illness, injury, emergency, or doctor and dental appointments. An employee may also use sick leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision.
- (3) **Documentation.** Supporting statements from the attending physician or licensed practitioner may be required for each absence of five (5) or more consecutive days where sick leave is utilized. In the case of an employee's illness or injury and return to duty following an absence

of five (5) or more consecutive days where sick leave is used, a statement from the physician or licensed practitioner certifying ability to return to work may be required. Such employee may also be required to submit to an examination by a physician acceptable to the District. In such cases the District may refuse to reinstate the employee based on the physician's recommendations.

An employee who has been absent because of illness for five (5) or more consecutive workdays or who has been subject to an unusual number of absences each year for a period of two (2) or more years may be required to authorize District health personnel or a physician designated by the District to contact the employee's personal physician(s) or licensed practitioner(s) regarding his/her fitness to perform the work in question.

Refusal to comply with a request for the completion of this authorization may be cause for termination of employment.

- (4) Critical Family Illness. An employee may use sick leave or other paid time off in the event of critical illness or injury to a member of the employee's immediate family other than children under the age of eighteen (18) with a health condition which requires treatment or supervision. Immediate family consists of spouse/domestic partner, children, parents, grandparents, and siblings of the employee or spouse/domestic partner. Critical family illness leave shall be deducted from sick leave or vacation at the employee's option.
- (5) Family Care Leave. An employee may use accumulated sick leave and other paid leave to care for (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse/domestic partner, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. Advance leave may not be used for this purpose until it has been earned. All normal conditions relating to appropriate use of leave shall be applicable to family care leave, including reasonable notice where possible and documentation of need upon reasonable request for verification.
- (6) Emergency Leave. Up to two (2) days emergency leave with pay may be used for emergencies in any contract year. Such leave will be deducted from accumulated sick leave. Emergency leave for less than full-time employees will be prorated.
- (7) Attendance Incentive Program.
  - (a) Annual Conversion. Provided that RCW 28A.400.210 is valid and in effect, any employee who at the end of the calendar year shall have accumulated in excess of sixty (60) days of unused sick leave may elect to convert unused sick leave earned the previous year in excess of sixty (60) days to monetary compensation at the rate of 25% of the employee's per diem salary rate (1/217<sup>th</sup>) for each full day of eligible sick leave. Any such election shall be made by written notice to the District payroll officer during the month of January. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of applicable regulations.
  - (b) Separation from District Employment. Provided that RCW 28A.400.210 is valid and in effect any employee who separates from District employment and who is an "eligible employee" as defined by RCW 28A.400.210 (2) 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 (1) day's current compensation of the employee for each four (4) full days of accrued sick leave. For the purposes of attendance incentive program use, pursuant to WAC 392-136-075, leave shall accrue to a maximum of one hundred eighty (180) days, and no more than one hundred eighty (180) accrued sick leave days shall be eligible for conversion. Any such conversion shall be subject to the terms and conditions of applicable regulations.

B. Short-Term Leaves Not Deducted From Sick Leave. Short-term leaves from the District are expected to be of brief duration (usually less than one (1) month) and will usually result in the employee returning to his/her regularly assigned position. Short-term leaves are noncumulative. It is the responsibility of the employee to apply for short-term leave on the appropriate form and, if the leave is granted, to schedule the return date with the immediate supervisor.

- (1) Personal Leave. Up to two (2) days personal leave with pay may be used in any contract year to conduct personal business which cannot be scheduled at another time. In lieu of taking the two personal days, Cabinet members may elect to cash out those days. Compensation will be at the per diem rate of pay (1 254<sup>th</sup>) and must be cashed out in increments of one-half days or greater. The District will provide a form to be submitted to payroll and payment will be made on the June pay warrant.
- (2) Bereavement Leave. Up to five (5) days of bereavement leave with pay may be used in the event of the death of a member of the immediate family. Immediate family consists of spouse/domestic partner, children, parents, grandparents, and siblings of the employee or spouse. Up to two (2) additional days of leave with pay may be allowed for travel when such travel is outside the state of Washington.  
  
One (1) day of bereavement leave with pay may be used for attendance at the funeral or memorial service of another relative (non-immediate family) or close personal friend.
- (3) Birth or Adoption Leave. One (1) day of leave with pay may be taken for the birth or adoption of the employee's child.
- (4) Judicial Leave. In the event an employee is summoned to serve as a juror, or required to appear as a witness in court for the District, or is named as a co-defendant with the District, the employee will be granted leave with pay for each day of required presence in court; provided, however, that any compensation received for service shall be remitted to the District.
- (5) Military Training/Duty Leave. Up to twenty-one (21) annual days of military training/duty leave will be granted when an employee who is a member of the National Guard or any Reserve Branch of the Armed Forces of the United States is ordered to active duty. This military leave will be granted without loss of pay or other benefit. Military leave will not be granted when the employee has choices of time for training/duty and one of the times is not in conflict with his/her normal work days.

C. Long-Term Leaves. Long-term leaves are expected to be one year or less in duration to the extent feasible. At the end of the leave the employee will be returned to his/her former position or a position of similar nature. It is the responsibility of the employee to apply for long-term leave by letter to the Executive Director, Human Resources, and if the leave is granted, to advise the Executive Director, Human Resources of his/her return date at the earliest possible time; in no case shall the return date notice be provided later than April 1 for a return at the beginning of the next contract year. In addition to items 1-6 below employees will also enjoy those Family and Medical Leave rights required by state and federal law.

Health insurance and other insurance benefits provided through the District may remain in force throughout the leave period, at the employee's discretion, by the employee submitting to the District the monthly premium in advance of each payment due date, provided that such continuation of benefits is allowed by the insurance carrier.

- (1) Health Leave. Health leave without pay will be granted to an employee for absences due to illness or injury in excess of accumulated sick leave upon the employee's written request which must be accompanied by a supporting statement from the employee's physician. The health leave shall continue for the remainder of the school or contract year or until the

employee is able to return to work if that occurs prior to the end of the current school or contract year.

Return to duty request following health leave shall be filed with the Human Resources Executive Director at least fifteen (15) calendar days in advance of his/her intent to return to active employment. An employee failing to timely submit such a request will be deemed to have terminated his/her employment with the District at the expiration of his/her health leave.

An employee returning to duty after a health leave must present a written statement from his/her physician certifying that he/she is ready to return to work. The District may also require such an employee to submit to an examination by a physician of the District's choice. The final decision regarding return to duty shall be made by the Superintendent after communication with the immediate supervisor and the physician(s) involved.

- (2) Child Care Leave. Child care leave without pay will be granted to an employee for the purpose of caring for a child of the employee under the age of 6 or the care of a child of the employee under the age of 18 who has a terminal health condition. Whenever possible, an employee shall submit a written request for such leave at least forty-five (45) days prior to the beginning of the anticipated leave.

The employee must notify the Superintendent or designee in writing at least thirty (30) calendar days in advance of his/her desire to return to active employment, provided however, that such notification must be received by the District by April 1 if the date of return is the beginning of the next contract year. The employee's return from leave shall be at a time which is agreeable to the District.

- (3) Leave of Absence. Leave of absences without pay may be granted for up to one (1) year for employees who have completed two (2) years of employment with the District.
- (4) Special Leave (To be available in case of reduction-in-force only.)

Special leave without pay will be granted to a certificated employee eligible for retention or recall under Board Policy No. 6820 when the special leave will provide a position for a person who has not been retained and who is qualified for that position. Special leave without pay will be granted to a classified employee when the special leave will provide a position for a person who has not been retained and is qualified for the position.

While on leave the employee shall have the responsibility of notifying the District in writing by March 1 as to whether he/she wishes to return to regular employment with the District for the ensuing year. If such notice is not received by March 1, the individual's employment with the District will be terminated at the end of the leave period.

- (5) Exchange Experience Leave. Exchange experience leave may be granted to an employee who has completed two (2) years of employment with the District for the purpose of participating in exchange experiences in foreign countries. Leave will be for one (1) contract year subject to renewal for one (1) additional contract year.

Exchange experience leave may be with or without pay as determined by the exchange program. When the leave is with pay by the Edmonds School District the other exchange participant shall be paid by an agency other than the Edmonds School District. Requests for exchange experience leave for the following contract year shall be made no later than April 1 of the current contract year.

- (6) Sabbatical Leave. Employees shall be eligible for sabbatical leaves after six (6) or more years of continuous service in the District. Sabbatical leaves may be allowed for study, research, or travel that will be of service to the individual, the students, and the District. Sabbatical

leaves may also be allowed for commercial or industrial work experience which will enhance the applicant's performance in his/her assignment.

One (1) full year of sabbatical leave may be granted to not more than two-thirds of one percent (.0067) of the total number of FTE positions covered by this policy in any one (1) year, said percent to be rounded to the nearest complete FTE.

The District retains the right to grant no sabbatical leaves in years of funding insufficiency as determined by the Board, which right and determination shall be final and not subject to the grievance procedure.

Upon expiration of sabbatical leave, subject to eligibility under layoff and recall provisions in effect at the time of expiration, the employee will be returned to his/her former position or one of similar nature. Unused accumulated leave to which the employee was entitled before the granting of the leave shall be restored to the employee upon return to active employment. For purposes of salary schedule placement and calculation of seniority, the year of leave shall be considered the same as a year of District service.

Status of Stipend and Insurance. An employee on sabbatical leave shall receive a stipend equal to fifty percent (50%) of total salary.

An employee on sabbatical leave shall not seek employment for compensation during the period of study, research, travel or work experience other than to supplement sabbatical leave income in carrying out the approved program. Such employment must be approved by the Superintendent or designee.

Within thirty (30) calendar days after his/her return from sabbatical leave, the employee will, if he/she was employed for compensation during the period of the sabbatical program, file with the Superintendent full details of this employment and income derived from it.

Health insurance and other insurance benefits provided through the District may remain in force throughout the period of such leave at the employee's discretion, by payroll deduction from each sabbatical stipend warrant.

Obligations of the Recipient of Sabbatical Leave.

- (a) Professional. Within thirty (30) calendar days of his/her return from sabbatical leave, the recipient will file with the Superintendent a written report giving the substance of the program of study, travel, research, or work experience in which he/she had engaged, indicating the value for Edmonds School District schools which he/she believes to have grown out of his/her experience.
- (b) Financial.
  - (1) An employee taking a sabbatical leave shall post a fidelity bond equal to the sum of the sabbatical stipend. At the time the employee returns to the District and the employer has signed a contract for the next school year he/she shall post a bond for one-half (½) of the sabbatical stipend. No bond will be required at the beginning of his/her second year of re-employment with the District.
  - (2) In the event an employee on sabbatical leave fails to return to service in the District at the end of the leave the stipend received shall be repaid to the District immediately either in full through the bond, personal check or cash.

- (3) The potential stipend repayment obligation shall be canceled upon the immediate return of the employee to the District in the following manner:
      - (a) One-half (½) of the potential stipend repayment obligation shall be canceled after the first year's service to the District.
      - (b) The remaining one-half (½) of the potential stipend repayment obligation shall be canceled after the second year of service.
    - (4) Should an employee be unable to return to the District, due to a physical or mental disability any repayment obligation will be suspended until the employee is again fit and able to return to his/her assignment in the District.
8. **Return to the Classroom Opportunity.** Applications will be accepted no later than March 1 of each year from certificated employees for assignment to classroom teaching positions for which they are qualified for the following school year; procedures are outlined in the District's Personnel Procedures Manual.
9. **Professional Improvement.** Each employee will be provided two thousand dollars (\$2,000) annually for professional improvement/membership dues. Such monies may be used for travel expenses, conference registration, courses, seminars, membership dues, etc. The expenditure of these funds must be approved by the individual's supervisor. Unused monies may be carried over for one year. Professional improvement funds shall be prorated on an FTE basis for employees who are less than .75 FTE.
 

Unused money as a result of carryover by a Cabinet member from the previous year, shall be pooled and available to any Cabinet member following the application procedures established for such purpose. The process for accessing the fund and the allocation of the resources will be determined by Cabinet members.

An employee may individually request approval to borrow against his/her professional improvement/dues allocation for the ensuing year. Upon resignation from the District, any negative balance must be paid back to the District either personally or from budget funds managed by the employee.
10. **Liability Coverage.** Insurance coverage for liability and errors and omissions under the District's policies shall be provided for employees.
11. **Project Stipend.** Each employee who meets the following criteria will be eligible for a stipend equal to ten (10) days of the employee's per diem rate of pay to complete a project for the District:
 

Fifteen (15) years of service in one (1) of the following:

  - a. Certificated employment
  - b. School district employment
  - c. Career path employment leading to currently held position

Such stipend will be issued one (1) time only during the remainder of the individual's employment with the District and the project must be completed either during one (1) contract year or over two (2) consecutive contract years. The project plan must be developed between the employee and the immediate supervisor by October 30 of the year in which the project is begun. The stipend will be paid in a lump sum at the completion of the project.
12. Cabinet shall be eligible for a District-issued cell phone or a monthly stipend for cell phone services as outlined in School Board Policy 6250 and Board Policy Procedure 6250P.

13. **Administrative Reductions.** Program and staff reductions may be required as a result of enrollment decline, failure of a special levy election, termination or reduction of funding of categorically-funded projects, or other events resulting in a significant reduction in revenue. The board of directors, upon recommendation of the superintendent, shall determine which educational programs and services will be reduced, modified, or eliminated.

The board of directors will determine the number of administrative positions to be eliminated or consolidated. The superintendent will consult with affected employee groups, including Cabinet, before determining the specific positions affected. The superintendent will identify specific employees subject to reduction in the best interests of the District. Generally, seniority within job category shall govern such reductions.

Certificated administrators may be transferred to subordinate certificated positions (including nonsupervisory certificated positions) in accordance with RCW 28A.405.230. In the event the reduced or modified educational program also requires the reduction of nonsupervisory certificated positions, the retention rights of such administrators as nonsupervisory certificated employees will be governed by the District-Edmonds Education Association collective bargaining agreement.

Administrators who are not retained in administrator positions shall be placed in employment pools for a period of thirty-six (36) months for possible reemployment as administrators in job categories for which they qualify.

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FOR CABINET

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DATE

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FOR EDMONDS SCHOOL DISTRICT NO. 15

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DATE