

MEMORANDUM OF UNDERSTANDING
Between
EDMONDS SCHOOL DISTRICT NO. 15
and the
EDMONDS PRINCIPAL'S ASSOCIATION

2020-2023

This Memorandum of Understanding between Edmonds School District No. 15 and the Edmonds Principals' Association, when approved by the District Board of Directors, shall be in effect July 1, 2020 through June 30, 2023.

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. As exempt employees under federal law, there is an understanding that such members of this employee association have discretion to manage their time and are not answerable for the number of hours worked or the number of tasks performed. They are paid for the general value of services performed. Therefore employees may adjust their hours and/or days to compensate for the additional work. In those years when the work year contains 255 or 256 days, EPA members will only be expected to work 254 days. EPA members will work with their respective supervisors to determine a day(s) that it will not work.
2. **Salary Schedule.** Effective 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 assistant principals and principals in the following districts with the same regionalization factor as Edmonds used for comparison purposes: Renton, Bellevue, Highline, Lake Washington, Northshore, Issaquah and Kent School Districts. The principals' salary schedule will reflect the mean annual total salary derived from the annual total salary for assistant principals and principals in these seven school districts. Should regionalization factors change for Puget Sound area districts during the term of this Agreement the parties agree to re-open this section of the Agreement to determine whether to adjust comparison Districts.

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 retroactive to July 1.

Should the Legislature, through the State Appropriations Acts, authorize and fund a percentage salary increase during the term of this Agreement, the summer school principal stipend rates shall be increased by that percentage amount.

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.

During the term of this Agreement, EPA members will be issued a Responsibility Stipend at the employee's per diem rate of pay (1/254th) based on the following schedule:

Elementary level administrators	50 hours
Middle level administrators	52 hours
High School level administrators	54 hours

The stipend will be prorated for those who work less than 1.0 FTE. Such stipend will be distributed in 12 monthly installments.

3. **Insurance.** 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.

EAP - Employees who are eligible for District contributions for insurance benefits shall pay an additional amount per month to restore the following provisions of the Employee Assistance Program: two additional visits per employee (for a total of 8 visits per fiscal year), dependent access to EAP services, and access to Stressline, a telephone consultation service provided by Far West Family Services.

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 the 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 Use. Vacation shall be used at the employee's request with prior approval from the supervisor. Vacation days shall be deemed used in the order in which they are earned.
- C. Vacation Accumulation and Vacation Cash Out at Retirement for Employees With Hire Dates Prior to July 1, 1998. 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.

Accumulated vacation shall be paid off at resignation by extending the resignation date to cover the amount of such vacation.

Upon termination of employment by reason of death or retirement under the Public

Employee's Retirement system, the District shall allow the employee or, in the case of the employee's death, their 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. Cashout 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.

- D. Vacation Accumulation and Cash Out for Employees With Hire Dates After June 30, 1998. 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.

Upon termination of employment, the District shall allow the employee or, in the case of the employee's death, their 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. Cashout 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. **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, the Office of the Superintendent of Public Instruction, educational service district or Washington Community College.

Provided the sick leave was not transferred to another employer, a former employee of the Edmonds School District will have their 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 their 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 up to three (3) days of sick leave per contract year in the event of critical illness or injury (deemed by a physician that death is imminent) 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, grandchildren and siblings of the employee, spouse or 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 grandchild, 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.
- (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 (1/217th) 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 their 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 their 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 personal days, EPA members may elect to cash out the days at the per diem rate of pay (1/254th). The days must be cashed out in half-day (1/2) days or greater increments. Payment will be issued on the employee's 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, spouse, or domestic partner. 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 their normal work days.

An employee whose spouse is being called into active duty will receive up to fifteen (15) days of unpaid leave in accordance with the Washington State Military Leave Act.

- 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 their 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 of Human Resources, and if the leave is granted, to advise the Executive Director of Human Resources of their 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, including Service member Family Leave.

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 Assistant Superintendent of Human Resources on or before December 1 for return at the beginning of the second semester, and on or before April 1 for return at the beginning of the next contract year. An employee failing to timely submit such a request will be deemed to have terminated their employment with the District at the expiration of their health leave.

An employee returning to duty after a health leave must present a written statement from their physician certifying that they are 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 their 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) **Special Leave.** Special leave without pay will be granted to an 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.

While on leave the employee shall have the responsibility of notifying the District in writing by March 1 as to whether they wish 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.

- (4) **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.
- (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.** Principals and Assistant Principals 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 their 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 their 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 their return from sabbatical leave, the employee will, if they were 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 their 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 they have engaged, indicating the value for Edmonds School District schools which they believe to have grown out of their 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 they shall post a bond for one-half ($\frac{1}{2}$) of the sabbatical stipend. No bond will be required at the beginning of their 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 their assignment in the District

D. Other Leaves. Other leaves include leaves not specifically addressed by one of the above leaves and address rights under State and/or Federal law.

- (1) Domestic Violence/Sexual Assault Leave. Domestic Violence/Sexual Assault Leave is available to employees who are victims of domestic violence, sexual assault or stalking, or to employees with a family member who is a victim of domestic violence, sexual assault or stalking. Immediate family consists of child, spouse, parent, parent- in-law, grandparent, or person with whom the employee has a dating relationship. Verification of the need for this leave will be submitted to the District. An employee may use sick leave and other paid time or unpaid leave time.
7. Return to the Classroom Opportunity. 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. By taking the teaching assignment, the principal or assistant principal acknowledge they are forfeiting their right to a guaranteed return to an administrative position. If interested in future administrative positions, the individual would need to apply following district hiring processes.
 8. Professional Improvement. Each principal and assistant principal will be provided twenty-four hundred dollars (\$2,400) annually for professional improvement/membership dues. Such monies may be used for travel expenses, conference registration, courses, seminars, membership dues, technology etc. The expenditure of these funds must be approved by the individual's supervisor. Unused monies may be carried over for one year.

Additionally, each principal will be allocated \$600 to be used for active membership in professional association. (If the cost of membership is less than \$600, the remainder may be used for additional active memberships, not to exceed a total of three [3].)

An employee may individually request approval to borrow against their 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 building budget funds managed by the employee.

Unused money as a result of carryover by an EPA member from the previous year, shall be pooled and available to any EPA 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 the EPA Executive Board in consultation with the District.

9. **Technology.** The District and Principals' Association recognize the importance of technology in educational leadership and building management. Building Administrators will participate in technology staff development opportunities made available to their building staff. Laptop computers will be supplied for those building principals needing a technology upgrade, to bring them to a level equivalent to the current technology roll out, in their building, supported by the techlevy.

Laptop computers will:

- Be a single, Windows-based platform (Administrators in buildings with Apple instructional platforms will need to provide instructional leadership using building resources)
- Remain in the building in the event the administrator changes assignments

A replacement process will be incorporated in future tech levy renewals

Building administrators will be provided a cell phone as outlined in Board Policy.

10. **Liability Coverage.** Insurance coverage for liability and errors and omissions under the District's policies shall be provided for employees.
11. **Coverage for Absences of Elementary Schools.** The District will budget the equivalent of two days at the elementary principal substitute rate ($MA + 45$ elementary principal's salary $\div 254 \times 2$) in a separate budget line for each elementary school with only one administrator. For each elementary school with a .5 assistant principal, the District will budget the equivalent of one day at the elementary principal substitute rate. Unused funds may be carried over for one year. After one year, unused funds revert to the general fund; the carryover process occurs on September 1st annually.
12. **Coverage for Elementary Evaluation Support.** Each elementary principal, whose school does not have an assistant principal and is responsible for thirty (30) or more certificated evaluations may access up to five (5) days of coverage to support principals to perform evaluation duties. Requests for coverage will be made to the Executive Director of Human Resources five (5) days prior to the coverage dates.

13. **Capital Projects Stipend.** The building principal/assistant principal shall begin to receive a stipend according to the schedule below when a school site is designated by the Board of Directors as a capital project and work begins to plan and construct the project. The stipend shall continue for the first 180 days of the warranty period.

Stipend recipients will perform the following duties:

- A. Help facilitate staff involvement in the preparation of the educational specifications, Schematic Design, and Design Development.
- B. Consult in editing of the educational specifications for accuracy and completeness.
- C. Participate in the review of the design documents at Schematic Design, Design Development and Final Construction Document phases to include:
 - (1) Meeting with Capital Projects representatives, architects, consultants and engineers;
 - (2) Meeting with community groups and parent representatives;
 - (3) Meeting with School Board representatives and participating in presentations at Board meetings.
- D. Participate in the review of the construction documents to include:
 - (1) Meeting with Capital Projects' representatives, architects, consultants and engineers;
 - (2) Meeting with community groups and parent representatives;
 - (3) Meeting with School Board representatives and participating in presentations at Board meetings.
- E. Participate as needed in the construction project which may include:
 - (1) Periodic consultations with architects, Capital Projects representatives, contractors and engineers;
 - (2) Periodic on-site visitations;
 - (3) Working with budgetary shortfalls and expectations;
 - (4) Assisting the Capital Projects Office in the identification of equipment and furniture needs (both new and re-use of existing);
 - (5) Working with community and parent groups.
- F. Assist in facilitating the transition activities involved in moving a school.
- G. Participate in decisions regarding change orders and unforeseen problems in design and construction.
- H. Participation in the development of the punch list and assist Capital Projects in the monitoring of its completion.
- I. Inform Capital Projects Office of staff and student concerns and needs about the completed project within the initial move-in phase and assist in resolving the issues.

The stipend portion of the Capital Projects Base Schedule shall be increased by the overall percentage increase applied to the Principals' Salary Schedule each time it is increased. The Cost of Project portion of the Base Schedule shall, at the same time, be increased by the percentage increase of the Cost of Construction Index since the Base Schedule was last increased.

In order to determine the total stipend for a given capital project, the appropriate stipend must be multiplied by the total projected length of the project. Then, the total stipend shall be paid as follows:

Phase 1: Board Action to Notice to Proceed	60% of Total Stipend
Phase 2: Notice to Proceed to Substantial Completion	10% of Total Stipend
Phase 3: Substantial Completion Through the First 180 Days of the Warranty Period	30% of Total Stipend

For example, the stipend payment stream for a principal with a \$15 million project that is projected to take 3.5 years would be calculated as follows:

\$3,723 base principal's stipend x 3.5 years = \$13,031 total stipend.

The total stipend would be allocated among the three phases as follows:

\$7,819 (60%) during Phase 1
\$1,303 (10%) during Phase 2
\$3,909 (30%) during Phase 3
\$13,031 TOTAL STIPEND

The stipend for each phase is then paid over the corresponding months in each phase. At the completion of the project, if the time period was longer than originally projected, the total stipend amount shall be recalculated and the difference paid in a lump sum.

A school principal without an assistant principal in the building will receive both the principal and assistant principal stipends.

If the stipend schedule is increased mid project, an individual stipend will be increased prospectively from the date of the increase. This may cause the percentages for each phase to vary from the stated amounts.

14. **Project Stipend.** Each employee who has been a certificated employee for fifteen (15) years 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. 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 during one (1) contract year. The project plan must be developed between the employee and the immediate supervisor by October 30 of the year in which the project is to be completed. The stipend will be paid in a lump sum at the completion of the project.

15. For each year of the Agreement, principals and assistant principals will receive an annual allocation for mileage reimbursement for in-District travel. The amount will be determined based on the IRS recognized allowable mileage rate. Employees are entitled to be reimbursed for travel outside the District at the maximum allowable mileage rate recognized by the IRS.
16. The District will fund a mentor program to support principals and secondary level assistant principals who are new administrators. Each new principal and assistant principal will be assigned a mentor during their first year
17. During the term of this Agreement, by mutual consent, the parties may form task forces, as needed, to address any areas of concern identified by either party. Further, the parties agree to open this Memorandum of Understanding for the purpose of amending provisions as a result of any task force work.
18. Should any part of this MOU be determined to be in conflict with state or federal law, the parties agree to open the parties agree to open the MOU for the purpose of amending applicable provisions. Additionally, the parties may mutually agree to a limited opener during the term of the MOU. During the 2020-21 school year, the parties agree to review salary placements for administrators classified at the K-8 and K-12 levels. Should the parties determine that there should be a change to these classifications, such changes would become effective July 1, 2021.
19. **Problem Solving Procedures.** When an alleged misapplication, misinterpretation, or violation of this Memorandum of Understanding is suspected, an employee may make a statement which contains:
 - The facts upon which the problem is based;
 - Reference to the specific section of this Memorandum of Understanding which is alleged to have been violated;
 - Remedy sought

General Conditions:

- J. *Procedure.* Every effort shall be made to resolve problems related to implementation of the Memorandum of Understanding through free and informal communications and conferences between the employee and their immediate administrative supervisor. If this informal process fails to provide an acceptable adjustment of the problem the employee may refer the issue to the Superintendent or designee for discussion. If the issue is not resolved at the Superintendent level the employee may refer the issue to the Board of Directors. Every effort will be made to expedite the problem solving process.
- K. *Confidentiality.* All matters pertaining to specific problems shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed or divulged by any participant in the problem solving process or by any employee of the District. Written records related to this problem solving procedure will be kept separately from an employee's file.

L. *Freedom from Reprisal.* Individuals involved in problem solving proceedings whether as the employee, a witness, a representative, or otherwise shall not suffer any restraint, interference, discrimination, coercion or reprisal on account of their participation in this problem solving process.

20. **Employee Rights.** In other than emergency situations, a District administrator or their designee who are investigating a complaint against an EPA member, shall inform the employee of the concern or allegation prior to the commencing the investigation. Complaints of an anonymous nature shall not be used as the basis for disciplinary action except in sexual abuse and/or sexual harassment and/or discrimination cases or other offenses as specified in state or federal laws.
21. **Longevity Stipend.** EPA members who have five to nine years of total in and out of district administrative experience as of July 1 of each year of this agreement are eligible for a longevity stipend equal to two (2) percent of the employee's annual salary. EPA members who have ten or more years of total in and out of district administrative experience as of July 1 of each year of this agreement are eligible for a longevity stipend equal to three (3) percent of the employee's annual salary. The stipends will be paid in 12 equal installments. Eligibility for the stipend will be determined by the Executive Director of Human Resources.

22. **Administrative Reductions**

The following provision applies to principals and assistant principals at all levels. 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, other events resulting in a significant reduction in revenue, or a reallocation of funding. The board of directors, upon recommendation of the superintendent, shall determine which educational programs and services will be reduced, modified, or eliminated.

In the event that possible options for reducing administrative positions are under discussion in the district, then such possibilities must be discussed individually and privately with potentially impacted administrators by their direct supervisor as soon as possible and prior to any large district group processing.

In the event the board of directors recommends that school or program elimination is in the best interest of the school district then the superintendent or designee will meet with the executive board of the Edmonds Principals' Association to discuss mutually agreeable ways of reassigning affected administrators. Should a mutually agreeable solution not be reached then a surplus or reduction in force will be necessary. Staff reductions developed in accordance with these procedures shall be implemented prior to May 15 (or such other date as may be subsequently established by law for certificated contract renewal).

Each building administrator will, in accordance with the criteria set forth hereof, be considered for retention in the category appropriate to the position held at the time of the implementation of these procedures; and, in addition, in such additional categories or specialties, including teaching, as any such employee may designate in writing to the superintendent or designee, provided that in order to qualify for consideration in any such

additional category, the employee must have certification in such a category and be qualified by training and experience.

Retention Categories

Surplussing and reduction in force will be determined based on seniority within qualifying categories. Administrators shall be considered for retention in the following categories.

- 1) High School Principal
- 2) Middle School Principal
- 3) Elementary Principal
- 4) High School Assistant Principal
- 5) Middle School Assistant Principal
- 6) Elementary Assistant Principal

In the event that there are more qualified employees than available positions, the following criteria shall be used to determine which employees shall be recommended for retention:

1. Total years of service as a certificated administrator in the current position in the Edmonds School District.
2. Total years of service with the Edmonds School District within all six certificated administrative categories covered by this Agreement (High School Principal, Middle School Principal, Elementary Principal, High School Assistant Principal, Middle School Assistant Principal, Elementary Assistant Principal).
3. Total years of service in the Edmonds School District within all categories, including teacher, specialist, etc.
4. Total years of experience in education within all categories (at any location)
5. Total educational credits beyond Master's Degree.
6. A flip of a coin.

Certificated employees 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 employees as nonsupervisory certificated employees will be governed by the District-Edmonds Education Association collective bargaining agreement.

Employees who are not retained in administrator positions shall be placed in employment pools for the period between the establishment of the pool and the second November 1 after the pool is established for possible reemployment as administrators in job categories for which they qualify. No new administrative positions may be filled from outside the district until all administrators in the employment pool have been retained in administrative positions.

The following process will be applied for recall from the employment pool:

1. When a vacancy occurs for which the individual in the employment pool is qualified the District will attempt to contact the individual by telephone with the offer of the position. The individual will have up to three (3) business days to accept or reject the position by telephone. It is the responsibility of the individual to provide the Human Resources office with the telephone number and address where the employee can be reached at all times.

2. If the individual cannot be reached by phone, Human Resources will send the offer by certified mail. The individual will have three (3) calendar days from receipt to accept the written offer or ten (10) calendar days from the date of mailing, whichever comes first, to accept the position.
3. If an individual fails to accept the position offered, the individual will be placed at the bottom of the seniority list for recall from the employment pool for the employment category appropriate to the position offered.
4. If an individual fails to accept two (2) positions after the pool is established (not to exceed two (2) years in pool), such individual will be removed from the employment pool and if interested in future administrative positions would need to apply following district hiring processes.

Qualifications for reemployment shall be broadly construed and not limited in application only to positions previously held in the district. While in an employment pool, the individual may access Human Resources guidance in résumé preparation and district computers and office space when available for the purpose of career transition.

FOR EDMONDS PRINCIPALS' ASSOCIATION

DATE

FOR EDMONDS SCOLDISTRICT NO. 15

DATE