

**RECOGNITION AND PROCEDURAL AGREEMENT
BETWEEN
EVERGREEN SCHOOL DISTRICT 114
AND
EVERGREEN ADMINISTRATORS ASSOCIATION**

July 1, 2018 – June 30, 2021

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**RECOGNITION AND PROCEDURAL AGREEMENT
BETWEEN
THE EVERGREEN SCHOOL DISTRICT 114
AND
THE EVERGREEN ADMINISTRATORS' ASSOCIATION**

The Evergreen School District 114 hereby recognizes the Evergreen Administrators' Association, composed of principals, associate principals, site administrators of Legacy High School, Legacy Academy/Flex Academy, HeLa High School, Home Choice Academy, 49th Street and other administrators mutually agreed to by the District and the Association, as their legal representative under the provisions of Washington law for the purpose of collective bargaining and the law.

As provided by Washington law, the scope of said collective bargaining shall include compensation, hours of work, and duration of employment contracts of the above mentioned members of the Association.

1. Meetings

The District and the Association agree to facilitate communication and problem solving of matters by bringing them to the attention of each other at meetings between representatives of Association and the superintendent and/or designee. These meetings shall be held at mutually agreed upon times and places.

2. Comparator Districts

Language in this section for comparator districts will be maintained through the duration of this agreement.

Collective bargaining agreements for any staff executed in effect for the 2018-19 school year may not provide an increase to total salary for the 2018-19 that exceeds an inflationary adjustment (based on CPI not IPD). Consequently, the comparator analysis for 2018-19 is for data collection purposes only.

Given the uncertainty regarding State funding for administrative salaries, the salary schedule will be re-opened for the 2019-20 and 2020-21 school years.

Administrative personnel are charged with the responsibility of providing leadership, under the direction of the superintendent, which is vital to the success of the operation of the School District. In order to ensure the desired outcome, it is imperative that qualified and capable personnel be attracted and retained in these administrative positions. Adequate monetary compensation is but one of the important factors considered. In general, members of the administrative staff must feel that the positions they hold are regarded as important and, thus, worthy of adequate compensation.

To achieve this outcome, it is agreed that the maximum base salary for each position (excluding Legacy High School Associate Principal, Legacy Academy/Flex Academy Associate Principal, HELA High School Associate Principal, Home Choice Academy Coordinator and 49th Street Academy Coordinator) shall be established at the median of comparator districts. Comparator districts for the duration of this agreement shall be Kent, Lake Washington, Tacoma, and Vancouver. The median placement is at the mid-point between the next lowest and the next highest district. Salaries will be reviewed on an annual basis and adjusted as needed to maintain the median position. The District shall conduct a comparator analysis in May of each year and shall provide the Association with a copy of the comparator analysis by May 31. Adjustments based on the comparator analysis will be implemented on July 1. The Association shall have thirty (30) calendar days from when it receives the comparator analysis to object to the comparator analysis. If the Association fails to object within thirty (30) calendar days, the District's July 1 wage adjustment shall become final. If the Association objects to the comparator analysis within thirty (30) calendar days, the District and the Association shall bargain over any disputes in the comparator analysis. Bargaining that occurs pursuant to this provision shall not prevent the District from implementing its July 1 wage adjustment. In the event that bargaining pursuant to this provision results in an agreement between the parties that modifies the July 1 wage adjustment, any additional wage adjustment resulting from such agreement shall be retroactive to July 1.

Salaries for Legacy High School Associate Principal, Legacy Academy/Flex Academy Associate Principal, HeLa High School Associate Principal, Home Choice Academy Coordinator and 49th Street Academy Coordinator shall also be reviewed annually and increased by the average percent of increase received by building administrators as determined by comparison with the comparator districts.

3. Experience Increment

Experience increments are defined as total years of full-time administrative experience in a particular position.

Prior administrative experience in like or similar positions (i.e. principal, associate principal, assistant principal, etc.) will be fully recognized for salary placement for both in-district and out-of-district.

Prior administrative experience when moving from an associate or assistant principal to a principal will be recognized in the following chart. Non building administrators, i.e., District office certified positions that are full time (260 day contracts including accrued vacation provisions), shall be counted as experience using the below chart.

4 or more years of experience	Placed at level 2
3 years of experience	Placed at level 1
2 or less years of experience	Placed at level 0

4. Longevity Stipend

Each administrator will receive additional compensation at the beginning of each of the following continuous years of employment as an administrator in the district.

1) 10-14 years =	1.0% year
2) 15-19 years =	1.5% year
3) 20+ years =	2.0% year

A year is counted as one year for each full year of continuous employment as a principal or associate principal in the district and based on the administrative hire days of continuous service as a principal or associate principal. (260 day contracts with accrued vacation provisions).

5. Length of Contract

This contract between the District and the Association shall be in effect from:
July 1, 2018 – June 30, 2021.

6. Work Year

The work year for 12-month administrators will be from July 1 through June 30 annually. The contract length for 12-month administrators in this unit is 260 days, inclusive of holidays and vacation days, with the number of stipulated days as described below:

Work Days	Vacation Days	Holidays
219	30	11
		Labor Day
		Veterans' Day
		Thanksgiving (Thursday/Friday)
		Christmas Eve and Day
		New Year's Day
		Martin Luther King's Birthday
		Presidents' Day
		Memorial Day
		Independence Day

The actual work days for members of the Association will be determined in the development and planning for the work year, both on a group and an individual basis, with the appropriate supervisor. Full consideration in this process will be given to vacation plans, annual leave, and the specific needs of each administrator in accomplishing the administrative tasks of his/her assignment. Full discussion of these needs and pre-planning are essential to meet the needs of both the District and the individual administrator.

7. Flexible Work Days

Administrators are provided five flexible work days per year (“flex day”). Flex days are utilized during the established school calendar excluding winter break and spring break. It is the responsibility of the administrator to inform their supervisor at least twenty-four (24) hours prior to utilizing a flex day.

When utilizing a flex day, building administrators are not required to remain on district property and must use this time for the completion of tasks related to their assignment. Building administrators shall be accessible and eligible to return to the district or school office, upon request and/or direction by their supervisor, if necessary.

The District will provide administrators with supplemental contracts at full per diem rate for any additional days or hours required for services beyond the length of contract called for in the administrators’ salary schedule. Supplemental contracts require approval by the division supervisor prior to Board of Directors’ approval. The supplemental contract may be for any needed purpose such as projects that would tie to the division and/or work site goals.

8. Leave

In addition to vacation leave available to 12-month administrators, all full-time members of the Association shall receive the following leave on an annual basis:

Leave	Days
Sick/Emergency Leave	12 days
Bereavement Leave	4 days
Religious Leave	1 day
Parental Leave (birth or adoption of a child)	3 days
Jury Duty	as required
Military Leave	as required

Of the leaves provided in this provision, only sick/emergency leave carries over from year to year, if unused.

All leave will be documented through the current tracking system outlined by Human Resources. Leave will be utilized for any days taken from work time for vacation, illness, emergencies, bereavement, jury duty, military, religion, etc. Leave must be completed and submitted monthly and by following each month's pay period cut-off date.

Sick leave and vacation leave provided by this Agreement shall be available for EAA members to use beginning on the first day of the contract year. In the event an administrator does not work the full contract year, sick leave and vacation leave shall be pro-rated based on the percentage of the contract year worked. In the event that EAA members use more sick leave or vacation leave than they are entitled to under this provision, the District retains the right to treat the excess sick or vacation days used as unpaid days and to recoup payment for the excess days from the employee's final paycheck.

9. Due Process

The right of employees to have representation at investigatory interviews was established by the U.S. Supreme Court in a 1975 case (NLRB vs. Weingarten).

These rights have become known as the Weingarten rights. PERC has clearly adopted the Federal case law and established that public employees have the rights established by the Weingarten decision. Therefore, EAA members have the right to representation whenever a supervisor conducts a conference/interview to gather information that the EAA member believes might lead to discipline.

Consistent with School Board Policy/Procedure 5270, a complaint made against an EAA member by any parent, student, teacher, or other person will be brought to the attention of the member within twenty (20) working days from the time the District receives the complaint. Complaints or concerns that are not communicated within the agreed timeline will not be used in the final evaluation or discipline of any member.

10. Benefits

The District shall provide for all members of the Association a contribution equal to that provided other certificated employees to be applied toward premiums for District approved insurance programs.

Term life insurance will be provided to each member of the Association in an amount of \$50,000. Additionally, the District will make available to each member of the Association the option of purchasing an additional \$50,000 term life insurance under the District's group plan.

11. Sick Leave Buy-back

The District shall provide members of the Association with the sick leave buy-back program in accordance with Washington state law.

12. Professional Dues

The District shall pay the full amount of dues for a member of the Associations' primary professional association of their choice.

13. Professional Fund

The District will allocate \$1500 to a professional fund for each full-time member on an annual basis. Professional fund allocation may be used at the discretion of the member to support their professional growth through attendance of professional conferences/workshops and completion of college or university course work that pertains to their current or potential future assignment as an administrator of the school district. The professional fund may be used for registration fees, tuition, travel, meals, lodging, books, materials for such professional growth experiences and college loan payments. The reimbursable college loan payment option will not exceed \$10,000 per administrator during their employment tenure with Evergreen School District. This amount is reimbursable towards an administrative certificate for any EAA assignment in the Evergreen School District. The Internal Revenue Service (IRS) regulation guidelines apply and any tuition reimbursement limit and tax benefit to \$5250 per employee per year.

Unused professional funds may carry over from year to year to the current IRS limit of \$5250. Part-time members will be credited on a pro-rated basis.

14. Travel Reimbursement

The District will reimburse members of the Association for all travel and transportation costs in connection with travel on behalf of or required by the District.

15. Personal Property

Individual losses for personal property shall be reimbursed in the same amount and in the same manner as for the certificated teaching staff.

16. Supplemental Contracts

Members of the association with 10 or more years of service in the Evergreen School District may apply for a 10-day supplemental contract to work on individual, work-site, or District goals, as mutually agreed to by the member and the District. A member shall be eligible for this supplemental contract twice during their tenure with the District. The decisions as to which members of the Association will be granted supplemental contracts each year shall be made jointly by the Evergreen Administrators' Association President and the District's Superintendent/Executive Director of Human Resources.

17. Vacation Days Conversion/Cash Out

An administrator may cash out, upon retirement or separation from employment, the following unused vacation days based on complete years of continuous service as an administrator:

a. 0-2 completed years	no vacation cash out
b. 3-5 completed years	25 days vacation cash out
c. 6+ years	30 days vacation cash out

Vacation shall be cashed out at the member's per diem rate of pay (219 work days) at the time of retirement or separation from employment.

Annual Vacation Cash out:

Administrators eligible upon completion of two years as an Evergreen Administrator will be allowed to cash out up to five (5) days of vacation on an annual basis, at per diem. Payment will be received in the May paycheck when submitting the approved form provided by Human Resources.

In order to qualify for vacation cash out, twenty (20) days of vacation must have been used during the contracted year of July 1 – June 30.

Administrators hired after July 1, 2018 may accrue up to 35 days and will have excess days removed from vacation balances effective September 1 on an annual basis.

Each administrator is responsible to make arrangements by collaborating with their supervisor to utilize excess accumulated vacation before their separation date.

18. Standing Meetings

To improve communications and provide an opportunity for input from EAA, designees from the Association will participate on an as needed basis in the following standing meetings. Other monthly meetings as determined jointly by the Superintendent/designee and the EAA President.

- EAA President with the Superintendent
- EAA designee with the Chief Financial Officer
- EAA Vice President with the Executive Director of Human Resources
- Two representative with Cabinet as approved by the Superintendent
- EAA designees at monthly meetings held by the District with EEA and the two PSE Union leadership committees


19. EAA Payment Schedule:

Administrators will have their contracts dated July 1 – June 30 and their payment schedule will be July 31 – June 30. Thus, they will be paid on the contracted schedule. (Example – Those who separate June 30 will receive their last paycheck June 30.)

20. Administrative Support Fund (ASF):

The district will provide funds to support administrators in their responsibilities. These funds will be allocated by the District and distributed to the buildings upon agreement with the District and EAA. The funds will be used solely for the support of administrative duties. Examples are substitutes, extended contracts to non-administrators to provide support for typical administrative duties such as Athletic support, secretarial/clerk support. The funds are to be used in the year allocated.

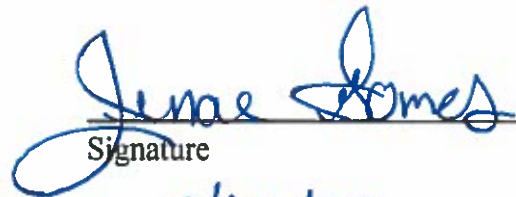
For the Evergreen Administrators' Association:



Signature
4/29/18

Date

For the Evergreen School District:



Signature
4/19/18

Date

2018-2019 - EAA - Salary Schedule

Exp	High School		Middle School		Elementary		HELA/Legacy		Home Choice Academy and 49th Street	Dean of Students	Athletic Director
	Principal	Associate	Principal	Associate	Principal	Associate	Principal	Associate	Coordinator	Dean	Director
	219 Days	219 Days	219 Days	219 Days	219 Days	219 Days	219 Days	219 Days	219 days	200 days	205 days
0	\$136,843	\$120,302	\$128,107	\$114,669	\$122,205	\$110,511	\$128,107	\$112,333	\$112,100	\$92,526	\$101,764
1	\$140,644	\$123,644	\$131,665	\$117,854	\$125,599	\$113,581	\$131,665	\$115,453	\$115,214		
2	\$144,446	\$126,986	\$135,224	\$121,040	\$128,994	\$116,651	\$135,224	\$118,573	\$118,328		
3	\$148,247	\$130,327	\$138,782	\$124,225	\$132,388	\$119,720	\$138,782	\$121,694	\$121,442		
4	\$152,048	\$133,669	\$142,341	\$127,410	\$135,783	\$122,790	\$142,341	\$124,814	\$124,556		

Longevity = Continuous years in EPS working as a full time Principal/Ast. Principal prior to 2004-2005 or EAA member with a 260 day contract as of 2004-2005, and/or a full time Non Rep administrator working a 260 day contract w/vacation. Those that work less than a 260 day contract with no vacation do not qualify.

**Evergreen Administrator Association
Evergreen Public Schools
Vacation Balance Memorandum of Understanding #1
2018-2019**

This agreement is made and entered into by the Evergreen Administrators' Association (hereinafter EAA) and the Evergreen Public Schools (hereinafter EPS).

WHEREAS, EAA and EPS, through current contract negotiations, mutually understand the Superintendent's non-negotiables will include no more future release from contracts mid-year for administrators. It is further agreed, administrators who have accumulated excessive vacation balances over the years of service in Evergreen and will be retiring in 2018 (not obtaining work in another educational institution) have a reduced opportunity to utilize their accumulated vacation.

AND WHEREAS, in consideration of the mutual agreement contained herein, EAA and EPS agree that administrators with excessive vacation balances who will be retiring in 2018 may be released mid-year to work on a pre-approved schedule during the summer of 2018. The administrator may cash-out 55 days of vacation (30 separation cash-out + 20 transition cash-out + 5 annual cash-out) and if this option is agreed upon the administrator will not be allowed to cash-out any further days at separation.

NOW, THEREFORE, this agreement will not extend beyond December 31, 2018. The administrator must obtain pre-approval for this transition agreement of vacation from the Superintendent by March 31, 2018 and a work schedule will need to be completed in conjunction with the Executive Director of Human Resources.

This Memorandum of Understanding is not precedent setting.

Dated this 15 day of MARCH, 2018.



EAA President



Executive Director Human Resources

**Evergreen Administrator Association
Evergreen Public Schools
Vacation Balance Memorandum of Understanding #2
2018-2019**

This agreement is made and entered into by the Evergreen Administrators' Association (hereinafter EAA) and the Evergreen Public Schools (hereinafter EPS).

WHEREAS, EAA and EPS, through current contract negotiations, have mutually agreed that the Superintendent's non-negotiables include no more future release from contracts mid-year for administrators. It is further agreed, administrators who have accumulated excessive vacation balances over the years of service in Evergreen and will be retiring in the next three years (not obtaining work in another educational institution) have a reduced opportunity to utilize their accumulated vacation.

AND WHEREAS, in consideration of the mutual agreement contained herein, EAA and EPS agree that administrators with excessive vacation balances who will be retiring in the next three years may follow the vacation schedule as follows:

- Planned separation will be allowed for 20 days of vacation in June 2019 (in addition to the annual 5 days) for a total of 25 days
- Planned separation will be allowed for 15 days of vacation in June 2020 (in addition to the annual 5 days) for a total of 20 days
- Planned separation will be allowed for 10 days of vacation in June 2021 (in addition to the annual 5 days) for a total of 15 days

NOW, THEREFORE, in recognition of the transition contained herein, EAA and EPS agree that the administrator must obtain pre-approval for this agreement of vacation from the Superintendent by March 31 of the year of planned separation and a work schedule will need to be completed in conjunction with the Executive Director of Human Resources.

This Memorandum of Understanding is not precedent setting.

Dated this 15 day of MARCH, 2018.



EAA President



Executive Director Human Resources