

Board Sept 13, 2022

MEMORANDUM OF UNDERSTANDING
Between
EDMONDS SCHOOL DISTRICT NO. 15
and the
ADMINISTRATIVE ASSISTANTS ORGANIZATION

2022 -2025

This Memorandum of Understanding between Edmonds School District No. 15 and the Administrative Assistants, when approved by the District Board of Directors, shall be in effect September 1, 2022 through August 31, 2025

1. **WORK YEAR.** The full time work year shall consist of twelve months, September 1 through August 31 each year. The work year shall consist of all week days exclusive of holidays as set forth in Section 4 of this Memorandum and vacation days. 2080 compensated hours per year is considered a 1.0 FTE. In those years when the work year contain 261 or 262 days, administrative assistant will only be expected to work 260 days. Administrative assistants will work with their respective supervisors to determine a day(s) that he/she will not work.
2. **SALARY SCHEDULE.** The 2022-23 Administrative Assistants' Salary Schedule is attached to this Memorandum of Understanding. Salaries for less than 1.0 FTE will be pro-rated.

The salary schedule will be adjusted prior to each school year of the Agreement's term, pursuant to the following formula: the District will ascertain the annual salary and the value of any additional days including compensatory days ("total salary") paid to administrative assistants as of April 15 of each year in the following nine (9) comparison districts that have the same funding regionalization factor as Edmonds: Everett, Shoreline, Mukilteo, Bellevue, Highline, Kent, Lake Washington, Northshore and Renton. The administrative assistants' salary schedule will then be adjusted September 1 of each year of the Agreement's term, to reflect the mean annual total salary derived from the annual total salary for administrative assistants by level in these nine (9) school districts. Should regionalization factors change for Puget Sound area school 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 Acts, authorize an inflationary adjustment during the term of this Agreement, the salary schedule shall be increased by the same percentage effective September 1 of each respective year.

- A. **Longevity Steps.** Employees shall be placed or moved on longevity steps on the Administrative Assistant salary schedule based on overall years of continuous District service. Movement from one step to the next shall be effective September 1 of the year following their tenth anniversary of their date of hire.
- B. **Stipend for Exempt-Level Work.** As exempt employees under federal law, there is an understanding that such members of this employee association have discretion

to manage his/her time and are not answerable for the number of hours worked or the number of tasks performed. In recognition of the expectation to work additional hours as needed outside of the normal work day to successfully perform their duties, each employee covered by this Memorandum of Understanding will receive additional compensation based on six days at the employee's per diem rate (1/260th) of pay. This stipend shall be paid annually in November.

- C. Stipends for Additional Projects. Subject to prior approval by the Superintendent, stipends will be provided for projects which are beyond normal duties and working hours. The stipend amount will be subject to approval by the designated Human Resources manager. A stipend of \$4,000 will be paid to the Administrative Assistant to the Superintendent for attendance and support at school board meetings.
- D. Stipend for Longevity: Employees shall receive a stipend based on the number of years of continuous district service from hire date. Such stipend shall be paid on the November warrant.

LONGEVITY STIPEND

NUMBER OF YEARS OF CONTINUOUS DISTRICT SERVICE FROM HIRE DATE	STIPEND
5-10 YEARS	\$250
10-14 years	\$500
15-19 years	\$600
20+ years	\$700

- 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.

Pursuant to RCW 28A.400.275 the parties agree to abide by State laws relating to school district employee benefits.

Effective September 1,2022 the District will establish a VEBA account and provide \$100 per month per benefits eligible employee in the Administrative Assistants group into said account for the 2022-23 school year. Subsequent years will be \$50.00 per month for the length of the agreement.

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
Juneteenth	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	

A holiday falling on Saturday shall be taken on the preceding Friday. A holiday falling on Sunday shall be taken on the succeeding Monday. If two holidays fall on 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.** Employees with up to five (5) years of employment shall be granted twenty (20) vacation days annually. After five (5) years of employment one (1) additional vacation day shall be granted annually to a maximum of twenty-five (25) vacation days. For the purposes of vacation accrual and use, one (1) day will be comprised of eight (8) hours. Vacation shall be pro-rated 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.** 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.
- D. **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. Cash out of accumulated annual leave will be at the rate of 1/223rd of the employee's annual salary. Every employee should make arrangements to use excess accumulated 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 the purposes of sick leave accrual and use, one (1) day will be comprised of eight (8) hours. Sick leave shall be pro-rated 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.

- (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 medical history and/or health condition.

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 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. 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. Should the governor declare a state of emergency declaration, employees may use emergency leave for absences during the time of the declaration.
- (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 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. Short-term leaves for less than full-time employees will be prorated.

(1) **Personal Leave.** Up to two (2) days personal leave with pay may be used in any contract year to conduct personal business. In lieu of taking the two (2) personal days employees may elect to cash out those days. Compensation will be at the per diem rate of pay (1/260th) and must be cashed out in increments of one-half days (1/2) or greater. The District will provide a form to be submitted to payroll and payment will be made on the August pay warrant.

(2) **Bereavement Leave.** Up to five (5) days of bereavement leave with pay per event, 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 an additional two (2) work days with pay will be allowed for necessary travel of more than one hundred (100) miles.

One (1) day of bereavement leave with pay per event, 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 codefendant 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 fifteen (15) 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 1-3 below employees will also enjoy those Family and Medical Leave rights required by 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) **Assignment Upon Return From Leave.** An employee returning to work from a leave will be assigned to the position occupied before the leave or to a position substantially equal to that held prior to the leave. An employee hired to fill a position held by an employee on leave will be subject to all rights contained in this Agreement, except that seniority rights shall not accrue nor apply.

7. **PROFESSIONAL IMPROVEMENT.** Each employee will be provided five hundred dollars (\$500) for professional improvement. Professional improvement funds for less than 1.0 FTE employees will be prorated. Such monies may be used for travel expenses, conference registration, courses, seminars, professional organization dues, etc. The expenditure of these funds must be approved by the individual's supervisor. Unused funds may be carried over for one year.

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 building budget funds managed by the employee.

8. **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 1/223rd to complete a project for the District.

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

- a. School district employment
- b. 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 no later than 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.

9. **LIABILITY COVERAGE.** Insurance coverage for liability and errors and omissions under the District's policies shall be provided for employees.

10. **REDUCTION IN STAFF WORK FORCE PROCEDURE.** If the number of Administrative Assistant positions is reduced necessitating a reduction in force, the following procedure will be followed:

- A. Administrative Assistants will be considered for retention in order of seniority in the Administrative Assistant employee group.

- B. The individual in the position to be eliminated will have the following bumping rights:
- (1) Over the least senior person in the employee group; if none, then the individual in the position to be eliminated will be laid off. Should two or more employees have the same hire date, seniority shall be determined by seniority in employment with the District.
- C. The qualifications of a junior employee may result in that individual's retention over a senior employee if those qualifications are required for the position and if they represent skills which cannot be learned in a short period of time.

/Erin Vershoor/

9/22/22

FOR ADMINISTRATIVE ASSISTANTS ORGANIZATION

DATE

/Rob Baumgartner/

9/22/22

FOR EDMONDS SCHOOL DISTRICT NO. 15

DATE