MEMORANDUM OF UNDERSTANDING Between EDMONDS SCHOOL DISTRICT NO. 15 and the PROFESSIONAL-TECHNICAL EMPLOYEES

2022-2024

This Memorandum of Understanding between Edmonds School District No. 15 and the Professional-Technical Employees, when approved by the District Board of Directors, shall be in effect from September 1, 2022 through August 31, 2024.

1. <u>WORKDAY / WORK YEAR</u>. The full-time work year shall consist of twelve months, September 1 through August 31 each year. The work year shall consist of all weekdays 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.

<u>Z-Days</u>. Employees in positions determined by the District to be covered by the overtime provisions of state and federal law shall be scheduled to take one (1) day without pay during school years in which there are 261 work days, or two unpaid days during school years in which there are 262 work days. This provision applies to those employees hired on or before September 1 of that school year. Use of this day(s) shall be scheduled at the employee's request with prior approval from the supervisor.

2. <u>SALARY</u>. The 2022-2023 Professional–Technical Employees' Salary Schedule is attached to this Memorandum of Understanding. Salaries for less than 1.0 FTE employees will be prorated.

Effective September 1, 2022, the Schedule shall be increased by the Implicit Price Deflator (IPD) authorized by the Legislature as 5.5%, plus an additional 3.5%.

At the conclusion of the midpoint comparison study below, the parties agree to reopen the MOU for the purpose of determining how to apply the results of the study and remote work.

Interpreter for the Deaf Premium Pay. Employees in the classification of Interpreter for the Deaf shall receive a premium pay of \$3.00 an hour in addition to their regular rate when assigned to interpret outside of their regular schedule provided: (a) the extra assignment is at least one (1) hour after their last regularly-scheduled class; or (b) the extra assignment is at a different location than their last regularly-scheduled class.

<u>Midpoint Comparison</u>. During the 2022-23 school year, the District will conduct a salary survey of all Prof-Tech classifications using comparable regional school districts. The parties will agree upon who will conduct the survey and the means and methods of the survey. Such survey will be completed no later than April 2023. Upon completion, the parties agree to re-open the MOU to determine how to adjust the salary schedule based upon the survey results.

During the time of the salary survey, all Prof-Tech PDQ (Position Description Questionnaire) processes will be on hold for the 2022-23 school year. Supervisors may still have the ability to revise job descriptions and submit for releveling if appropriate and with Cabinet approval.

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. Beginning January 1, 2020, the terms of the insurance offered to employees shall be governed by the SEBB.

The District and the Association agree to provide access to mental health services, through an Employee Assistance Program. Employees shall share the cost of this benefit through a monthly payroll deduction.

 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 Labor Day

The holiday falling on Saturday or Sunday shall be taken according to the District calendar.

Employees who are less than full-time shall receive holiday pay on the following prorated basis:

- A. Employees whose annual work year is less than full-time but continuous (e.g. from the beginning to the end of the school year) shall receive pay for those holidays that fall within their work year, based on their regularly-assigned hours per day.
- B. Employees whose annual work year is from September 1 to August 31, but is intermittent and non-continuous shall receive pay for holidays using 1440 hours as a pro-ration factor.

5. <u>VACATION</u>.

A. <u>Annual Vacation Days</u>. Employees on Levels 1-11 of the Salary Schedule with up to five (5) years of employment shall be granted seventeen (17) 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) days. For the purposes of vacation accrual and use, one (1) day shall be comprised of eight (8) hours. Employees who are scheduled to work less than a full year shall receive pay in lieu of vacation according to the above schedule on a pro-rated basis.

Employees on Levels 12-22 of the Salary Schedule with up to five (5) years of employment shall be granted twenty-two (22) 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) days. For the purposes of vacation accrual and use, one (1) day shall be comprised of eight (8) hours. Employees who are

scheduled to work less than a full year shall receive pay in lieu of vacation according to the above schedule on a pro-rated basis.

B. <u>Longevity Credit</u>. An employee who transferred to the District from another district in Washington State must notify the District in writing within thirty (30) calendar days of hire that longevity credit is sought for years of service in another district. The notification must provide verification from the other district of previous position, dates of service in the position, and breaks in service, if any.

An employee who fails to provide the required written notification shall be deemed to have waived any right to such longevity credit as might otherwise be available.

- C. <u>Vacation Use</u>. 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.
- D. <u>Vacation Accumulation</u>. 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.
- E. <u>Vacation Cash Out</u>. 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 is entitled to paid vacation. Cash out of accumulated annual leave will be at the rate of 1/223rd of the employee's annual salary. Every employee shall make arrangements to use excess accumulated leave before the employee's termination date. Any accrued vacation in excess of 30 days will be lost; the District will not allow the employee to extend the resignation date to access unused vacation.

6. <u>LEAVES</u>.

A. <u>Sick Leave</u>.

(1) <u>Allotment/Accrual</u>. 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 purpose of sick leave accrual and use, one (1) day shall 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 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) <u>Sick Leave Use</u>. 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) <u>Documentation</u>. 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 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) <u>Critical Family Illness</u>. 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) <u>Family Care Leave</u>. 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) <u>Emergency Leave</u>. 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 pro-rated.
- (7) <u>Attendance Incentive Program</u>.
 - (a) <u>Annual Conversion</u>. 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 to monetary compensation at the rate of 25% of the employee's per diem salary rate for each full day of eligible sick leave in excess of 60 days. 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 defined by RCW 28A.400.212(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. <u>Short-term Leaves Not Deducted from Sick Leave</u>. 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. Short-term leaves for less than full-time employees will be pro-rated.

(1) <u>Personal Leave</u>. Up to two (2) days personal leave with pay may be used in any contract year to conduct personal business. In lieu of taking up to the two personal days, employees may elect to cash out those days. Compensation will be at the per diem rate of pay $(1/260^{\text{th}})$. The District will provide a form to be submitted to payroll and payment will be made on the August pay warrant.

(2) <u>Bereavement Leave</u>. Up to five (5) days of bereavement leave with pay may be used in the event of the death of each separate member of the immediate family or joint loss. Immediate family consists of spouse, domestic partner, children, stepchildren, parents, stepparents, grandparents, and siblings of the employee or spouse, legal guardianships, or relative living in the employee's place of abode. 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 a funeral or memorial service of another relative (non-immediate family) or close personal friend.

- (3) <u>Birth or Adoption Leave</u>. One (1) day of leave with pay may be taken for the birth or adoption of the employee's child.
- (4) <u>Judicial Leave</u>. 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) <u>Military Training/Duty Leave</u>. 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 workdays.

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

- (6) <u>Domestic Violence–Victims–Employment Leave</u>. Employees will be granted domestic violence-victims employment leave in accordance with the Domestic Violence–Victims–Employment Act.
- (7) <u>Paid Family Leave</u>. Paid Family and Medical Leave is a statewide insurance program that provides eligible employees with paid time off to give or receive care. To qualify for Washington Paid Family and Medical Leave (WPFML) employees must have worked 820 hours or more in the qualifying period. Employees are responsible for filing claims with the Employment Security Department (ESD) and payments will come directly from them.

Qualified employees can access up to 12 weeks, as needed, for birth or placement of a child, serious illness or injury of the employee or family member, and military leave. When possible, the employee must notify the District of their intent to apply for WPFML 30 days prior to the leave start date. If the leave was not foreseeable, this notification must be made as soon as possible. Accrued District sick leave can be used during the "wait week" but employees cannot use both WPFML leave and District leave at the same time.

C. <u>Long-Term Leaves</u>. 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 Assistant Superintendent of Human Resources, and if the leave is granted, to advise the Assistant Superintendent 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 1-3 below employees will also enjoy those Family and Medical Leave rights required by federal law.

Health Insurance and other insurance benefits provided through SEBB may continue throughout the leave period per SEBB eligibility requirements. If an employee loses eligibility while on leave, they may enroll in and pay for Continuation of Coverage with the Health Care Authority.

(1) <u>Health Leave</u>. 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 Assistant Superintendent at least seven (7) calendar days in advance of their intent to return to active employment. 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 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) <u>Childcare Leave</u>. Childcare 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) <u>Leave of Absence</u>. 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.
- 7. <u>PROFESSIONAL IMPROVEMENT</u>. Each employee may utilize up to one thousand dollars (\$1,000) for professional improvement. Professional improvement funds will be prorated for new employees beginning employment after September 1, and for those employees who are less than 1.0 FTE. Such monies may be used for travel expenses, conference registration, courses, seminars, professional organization dues, etc. The funds may be carried over for one year.

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.

For parameters regarding the Professional-Technical Employee Carryover Professional Development pool process, please refer to the procedures on the back of Form B-106 and the Implementation Procedures (Attachment A) regarding pooling of professional development funds.

- 8. <u>LIABILITY COVERAGE</u>. Insurance coverage for liability and errors and omissions under the District's policies shall be provided for employees.
- **9.** <u>**OVERTIME/COMPENSATORY TIME.**</u> Employees in positions determined by the District to be exempt from the overtime provisions of State and Federal law shall receive additional compensation based on five days at the employee's per diem rate of pay.

In unique situations where an exempt employee is assigned a responsibility which will require that employee to work an extraordinary amount of additional time in order to maintain current responsibilities and perform the required additional work, the employee is encouraged to discuss the situation with their supervisor to help problem solve the situation. If requested, a meeting will occur between the Association, the District, the employee and their supervisor to review the situation and determine whether further support is required. The request for the review must be made 30 days prior to the work commencing. The Association and the District agreed to review this section annually.

Employees in positions determined by the District to be covered by the overtime provisions of state and federal law shall be compensated at one and one half $(1\frac{1}{2})$ times their regular rate for all hours worked in excess of forty (40) compensated hours per week provided that the overtime is pre-approved by the supervisor. Such employees may elect to take compensatory time in lieu of overtime compensation.

Annually, Human Resources will prepare and distribute a memo to Administrators/Supervisors and Prof-Tech employees outlining key reminders around work year and days, overtime pay, compensatory time and how flex time may be used, if possible. Other identified items by the District and/or Prof-Tech may be added on an annual basis.

- **10. <u>RETREAT.**</u> The District will provide up to \$1,000 for funding the program of a professional retreat planned by the Professional-Technical Employees for their members and/or others. This allocation may be carried over for one year. The District will work with the Professional-Technical Employees in scheduling the retreat in order to maximize opportunities for attendance by their members.
- **11.** <u>SCOPE OF WORK</u>. The scope of work of Professional-Technical Employees shall be defined by the Scope of Work Definition (for) Managers and Professional-Technical Employees adopted March 6, 1991.
- 12. <u>**RECLASSIFICATION REQUEST DEADLINE.</u>** The deadline for reclassification requests will be November 30. Major changes in responsibilities that occur after November 30 will be addressed by the Position Review Process procedures for Professional-Technical Employees.</u>
- **13.** <u>USE OF DISTRICT TECHNOLOGY</u>. The employee may use the District's technology systems for non-political Association communication and business. The District's technology systems may not be used for campaign purposes, or to organize or promote work stoppage.
- 14. <u>PROJECT STIPEND</u>. 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.

15. <u>**CLASSIFIED STAFF REDUCTIONS.</u>** 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.</u>

The board of directors will determine the number of classified positions to be eliminated or consolidated.

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. The Association's president or designee shall be notified of individual staff reductions within two (2) days of an employee being notified of a reduction affecting their position. For the purposes of this section, seniority will be determined as follows:

- 1. Seniority shall be established based upon the date of hire into the Professional Technical Group. All time within the PTG shall count towards this seniority, regardless of position held.
- 2. If more than one employee has the same Prof Tech hire date, seniority will secondarily be established through employment date with the Edmonds School District.
- 3. If employees have the same hire date or do not have other district experience, the Assistant Superintendent of Human Resources or their designee will determine which employee shall be laid off based on supervisor recommendation and evaluation ratings.
- 4. The decision by Human Resources shall be final with no appeal rights.

A Professional-Technical employee who is not retained in a professional-technical position shall be placed in an employment recall pool for a period of twelve (12) months. Within the employment recall pool period, any professional-technical position which becomes available and matches the position and title of an employee who was not retained and is in the pool, that position will be offered to the most eligible senior employee in the employment recall pool.

Individuals who were not retained in a professional-technical position may elect to join a Notification List for up to 36 months and will receive an e-mail of any professional-technical job openings. The employee must notify the District's Human Resources Department of his or her interest in the Notification List and provide an e-mail address. To remain on the Notification List, the individual must notify Human Resources annually by September 1. Failure to do so will result in the individual's name being removed from the list.

Any person not retained in a position and chooses to apply for one of the open professionaltechnical positions will follow the District's hiring process. Human Resources will notify the hiring administrator of the applicant's layoff status.

- 16. PERSONNEL/INFORMATION FILES. The District shall maintain a single personnel file for each employee which shall be kept in the Human Resources Division and shall be controlled by the Assistant Superintendent of Human Resources or their designee. Immediate supervisors may maintain an information file containing material related to the employee. The employee shall have the right to review their personnel file in the presence of a Human Resources administrator at a time and place mutually agreeable. A copy of any complaint and/or derogatory material relating to an employee must be given to the employee before the material is placed in the personnel file. The employee shall have the exclusive right to attach a signed and dated response to any such material; such written response must be presented for attachment within ten (10) calendar days of the date the material to which the response is being made was received by the employee. After three (3) years, at the request of the employee, any warning or reprimand shall be removed from the District personnel file provided that no subsequent warning(s) or reprimands(s) has been issued the employee during that period; provided that any such notice may be retained for an additional two (2) years in a separate file in the Human Resources Division if the warning(s) or reprimand(s) involve one (1) or more of the following:
 - > Sexual abuse or sexual harassment of students or other persons;
 - Sexual contact with students;

- Violence, unnecessary use of force, or physical abuse directed at students or other persons;
- Racial, ethnic or sexual slurs;
- > Improper off-duty conduct involving students.
- 17. <u>PROBLEM SOLVING PROCEDURES</u>. When an alleged misapplication, misinterpretation, or violation of this Memorandum of Understanding is suspected, or there are concerns with any unresolved conflict regarding conditions of employment, including disciplinary actions, an employee may initiate the following problem-solving procedure:
 - A. <u>Procedure</u>: In any conflict, the employee will attempt to resolve the issue at the lowest possible level, starting first with their immediate supervisor. The employee may schedule a meeting or discussion with the supervisor and attempt to resolve the conflict during that time. If the issue remains unresolved at this level, the employee shall notify their supervisor that they may be referring the issue to the appropriate district administrator (in most cases, the immediate supervisor's supervisor) for a meeting to review the concern and potential resolution. If such a referral is made, the employee will submit a written statement to include the following:
 - The facts upon which the problem is based;
 - The issue or concern that remains unresolved, and any portions of this MOU, labor law, or District policy which may apply;
 - Remedy sought.

Should the employee be unable to resolve the issue at this level, the employee may refer the issue to the Superintendent. If the issue cannot be resolved with the Superintendent, the employee may request a hearing with the Board of Directors. At all stages of the process, the employee has the right to assistance from the Professional Technical Employees' president or their designee. Every effort twill be made to expedite the problem-solving process.

Nothing in this process will prevent the employee's access to PERC (WA Public Employment Relations Commission) resolutions up to and including mediation, arbitration, or other remedies available under the law.

- B. <u>Confidentiality</u>. 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 another employee of the District. Written records related to a problem-solving process will be maintained separately from the employee's personnel file.
- C. <u>Freedom from Reprisal</u>. Individuals involved in problem-solving proceedings, whether as the complainant, a witness, a representative, or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal on account of their participation in the process.
- **18. JOB ANNOUNCEMENTS.** All open positions will be posted on the District's website.
- **19.** <u>**EVALUATIONS.**</u> An employee may be evaluated at any time on District-approved forms, however, each employee shall be evaluated at least once annually by the appropriate District administrator. Evaluations must be completed within ten (10) business days prior

to the end of the school year for employees who work less than 260 days. For those employees who work 260 days a year, evaluations must be completed by August 31.

A copy of the completed evaluation form shall be provided to the employee. The employee will sign the performance evaluation. The employee's signature does not necessarily imply that the employee agrees with the evaluation, but indicates only the employee has seen and discussed it with the evaluator, and has been provided a copy of the evaluation. The employee may attach their own written comments to the evaluation, provided such attachment is presented within ten (10) business days of the date the evaluation is presented to the employee.

If an evaluator determines than an employee's performance needs improvement, the evaluator, in consultation with Human Resources, will develop and present an improvement plan to such employee, provided that this provision shall not be construed in any way as prohibiting the District from dismissing an employee whose performance is determined to be unsatisfactory.

Each new hire shall remain in a probationary status for a period of not more than ninety (90) calendar days following the hire date. The probationary period may be extended upon mutual agreement between the District and the Association.

20. <u>LONGEVITY PAY</u>.

For 2022-2023, employees who have worked in the district for at least

- Five (5) years will be granted \$450 in longevity pay
- Ten (10) years will be granted \$550 in longevity pay
- Fifteen (15) years will be granted \$700 in longevity pay

For 2023-2024, employees who have worked in the district for at least

- Five (5) years will be granted \$500 in longevity pay
- Ten (10) years will be granted \$600 in longevity pay
- Fifteen (15) years will be granted \$750 in longevity pay

Such longevity pay will be paid on a monthly basis as it is earned. Longevity will be defined as the employee's latest hire date as a regular employee with the District.

- 21. <u>Notification</u>. Annually, the District will provide a list of Prof-Tech employees and their job titles to the president.
- 22. <u>Changes to Job Descriptions</u>. Any approved job description changes made by the employer shall result in a review and adjustment of salary as appropriate by Human Resources. The employer will initiate the review and shall not subject the employee to PDQ or other promotional review processes when the employer initiates the job description change. Any changes to job descriptions shall be communicated to the Prof-Tech President.
- **23**. <u>**Grant-Funded Positions**</u>. Any employee whose employment is contingent on grant funding and grant outcomes shall be provided a copy of the grant to include all conditions of funding, obligations and performance measurables. This section does not apply to positions that will be retained regardless of grant income.
- 24. <u>Education Stipend</u>. Professional-Technical employees may be eligible to receive a stipend recognizing advance education or certification which supports the current work assignment and is not a requirement for their current assignment.

- 1. A Prof-Tech employee will be eligible to receive a maximum of one annual Education Stipend for completed educational degrees or advance certifications which meet the following criteria:
 - a. the education degree/advanced certification is more than the minimum qualifications of the employee's position; and
 - b. the education degree/advanced certification is specifically relevant to the responsibilities of that position; and
 - c. the education degree/certification was not funded by the District, except that an individual's professional development funding may be used
- 2. Any Prof-Tech position is eligible for the educational degree recognition, provided it meets the above criteria.

The only positions and designated certifications which will be recognized for the Education Stipend are those agreed to between the District and Prof-Tech and include:

Position	Eligible Certificate(s)
Educational Interpreter	SCL
Benefits Coordinator	GBA, RPA, CPM or CPB
Fiscal/HR Coordinator	PMP
Purchasing Agent	CPPB
Athletic Trainer	CSCS
Construction Project Coordinator	Architect License or Construction
	Management Certificate
Risk Management Coordinator	CPCU, AIC or AINS
Public Works Contract Coordinator	CAEC (any level)
Safety and Emergency Preparedness Specialist	Emergency Management Certificate
Professional-Technical Technology Positions	ITIL Foundation Certification
	(Information Technology
	Infrastructure Library)
Accounting, Payroll, Retirement, Acct. Pay.	Certified School Business Specialist
	(CSBS)
Student Intervention Coordinator (SINC)	WA State Teaching Certificate

3. Only one and the highest degree or certification obtained will be recognized. No additional compensation will be provided for multiple degrees or certifications.

4. If a sponsoring organization cancels or removes a certificate, the stipend will no longer be paid.

5. Those certificates requiring renewal must be maintained to keep the stipend. If the certification expires mid-year, the stipend will continue for the remainder of the year, however it must be renewed prior to September 1 for the stipend to be continued for the following year.

6. If an employee is eligible for the Education Stipend, the following implementation rules shall apply:

- a. the employee shall submit documentation of the degree or certification to Human Resources for review and determination of eligibility for the stipend;
- b. the degree/certification must be earned prior to September 1 to be eligible for the stipend for the current school year;

c. a copy of official college transcripts or a copy of the certificate with effective dates must reach Human Resources by October 15 to be eligible for the stipend for the current school year, unless the employee's work year becomes effective after

September 1 in which case the necessary documents shall reach Human Resources within forty-five (45) days of the employee's effective start date

7. The annual stipend will be \$900 paid on a monthly basis in twelve (12) equal installments beginning with the September payroll. For those hired or those leaving the District after September 1, the stipend shall be prorated.

25. Protections for Staff Working Directly with Students.

<u>Staff Protection</u>. Job related assault shall be defined as any physical attack upon an employee which takes place during the workday, at a school-sponsored event, while performing work-related duties at the work site, or at any other time as a result of the employee's performance of work-related duties.

Inappropriate acts/behaviors directed toward Prof Tech staff, as a result of their employment with the Edmonds School District, whether occurring on or off school premises, shall be subject to building/district level investigation and may result in disciplinary or other appropriate action toward the perpetrator, as determined by the District.

The employee shall be assisted by the supervisor on duty in: 1. Gaining medical attention as appropriate. 2. Reporting the incident to and filing charges with the appropriate police agency (detailing the incident, supplying witnesses' names, etc.). 3. Reporting the incident to the Human Resources Office so that industrial insurance procedures can be initiated.

26. <u>Plan to Develop Remote Work Policies</u>. The District will develop a work-from-home policy in the 2022-2023 school year with the intent to re-open this MOU for implementation of work-from-home in the 2023-24 school year, or sooner if policy, procedures, and bargaining are completed.

/Layne Erdman/	10/31/22
FOR PROFESSIONAL-TECHNICAL EMPLOYEES	DATE
/Rob Baumgartner/	10/31/22
FOR EDMONDS SCHOOL DISTRICT NO. 15	DATE

EDMONDS SCHOOL DISTRICT PROFESSIONAL-TECHNICAL EMPLOYEE'S SALARY SCHEDULE

LEVEL	HOURLY	ANNUAL
1	\$27.25	\$56,682
2	\$28.61	\$59,519
3	\$30.05	\$62,497
4	\$31.55	\$65,618
5	\$33.12	\$68,898
6	\$34.78	\$72,346
7	\$36.52	\$75,962
8	\$38.34	\$79,756
9	\$40.26	\$83,748
10	\$42.28	\$87,935
11	\$44.41	\$92,368
12	\$46.61	\$96,947
13	\$48.94	\$101,795
14	\$51.39	\$106,884
15	\$53.96	\$112,229
16	\$56.66	\$117,842
17	\$59.49	\$123,736
18	\$62.46	\$129,919
19	\$65.59	\$136,418

Effective September 1, 2022

20	\$68.86	\$143,236
21	\$72.31	\$150,401
22	\$75.92	\$157,916

The annual salary is based on a full-time work year which includes 12 holidays and 25 vacation days; per diem based on 1/223 of the annual salary shall be used only for cash out of vacation and sick leave and pay for Project Stipend. Salaries for less than full-time employees shall be prorated using per diem based on 1/260 of the annual salary.