Sumner Exempt Employee Agreement

2017-2022

Sumner School District No. 320
1202 Wood Avenue
Sumner, WA 98390

Term: September 1, 2017 through August 31, 2022
EXEMPT EMPLOYEE GROUP GUIDELINES

The Sumner Exempt Employee Agreement is a compilation of guidelines and provisions, which pertain to classified exempt employees included on Appendix A. Determining members of the Sumner Exempt Employee group is at the discretion of the District.

1.0 PROBATIONARY PERIOD
When an employee is hired full time, the probationary period, benefits and vacation provisions take effect. New employees remain in a probationary status for a period of ninety (90) actual working days commencing with their first day on the job. Termination of an employee during the probationary period is at the discretion of the District.

2.0 TRANSFER OF PREVIOUS EXPERIENCE
A newly hired employee may be eligible for experience credit on the salary schedule. One year's credit will be given for each year's experience when transferring from one school District to another within the State. The District may consider acceptable industry or out-of-state school district experience if approved by the Executive Director of Human Resources as appropriate. To qualify, an employee must have previously held a position, which is similar to the job for which the employee has been hired by the Sumner School District.

3.0 BENEFITS

3.1 At the discretion of the District, a cell phone/text allowance of $600 per year will be provided to those employees within positions that require twenty-four hours a day/seven day a week accessibility.

3.2 The District agrees to pay, in full, membership dues for one of three professional organizations, NASN, WSPA, WASBO or supervisor approved job-related organization at the discretion of the employee.

3.3 The District shall pay the cost of the renewal of an employee's abstract, CDL and P-1 & P-S endorsements if the licensing is necessary for District operations.

3.3 Each year a vote shall be conducted to determine if employees shall have access to a VEBA 1 account. Contribution levels will also be set by an annual vote of members.

3.4 VEBA 3 Account. Each year, a vote shall be conducted to determine if employees shall have access to VEBA 3 accounts; such decision shall apply to employees who cash out sick leave annually or upon retirement that qualifies pursuant to VEBA 3 eligibility rules.
4.0 INSURANCE BENEFITS

4.1 The District's program for insurance premium contributions will be designed to deliver full District payment of premiums for dental, vision, group term life insurance policy $50,000) and long-term disability. Employees will also be able to select medical insurance coverage on a premium share basis. The employee portion of medical insurance will be paid by payroll deduction.

4.2 Eligibility: Employees employed for .50 FTE or more will be included in the District dental, group term life, vision, long-term disability and will be eligible for medical plan participation. Employees will, by payroll deduction, pay the difference between the pro-rata FTE rate contributed by the District and the premium cost.

District contributions shall be made for basic benefits only as defined by the 1990 Legislature.

The District will continue to pay the Health Care Authority (retirees) carve-out for each employee for the duration of the agreement.

4.3 Compliance
It is the intent of the parties to comply with appropriate limitations imposed by regulations, statute, and the State Appropriations Act, as they relate to expenditures for employee benefits. No provision of this Section shall be interpreted or applied so as to place the District in breach of the benefit limitation imposed by state law or to subject the District to a penalty. The parties agree to abide by state laws relating to school District employee benefits.

5.0 ABSENCE POLICY
Employees should adhere to their assigned work schedule and should avoid commitments which would result in excessive absences. All absences need to be recorded into the electronic leave system in a timely manner.

6.0 SICK LEAVE
The District provides sick leave for the following uses:

6.1 Sick Leave
6.1.1 Employees shall accumulate one (1) day of sick leave for each calendar month worked. An employee who works eleven (11) working days in any calendar month will be given credit for the full calendar month. Employees who have accrued sick leave while employed by another public school system in the state of Washington shall be given credit for such accrued sick leave upon verification of the leave balance from the prior district. Sick leave and/or FMLA leave may be used for illness of the employee and/or serious illness within the employee's immediate family or spouse's family.
6.2 **Maternity Leave**

6.2.1 The District may grant a leave of absence without pay or benefits for a period not to exceed sixty (60) working days. The employee will retain accrued sick leave, vested vacation rights while on leave of absence. However, vacation credits, sick leave and seniority shall not accrue while the employee is on an unpaid leave of absence.

6.2.2 FMLA leave is available for maternity, paternity or adoption to those employees that qualify. See the Employee Information Booklet for eligibility and details.

6.2.3 Maternity leave, shall be granted at a date agreed upon during pregnancy by the expectant employee and/or her physician, with the physician’s statement being the final authority.

6.2.4 The employee shall give a minimum 30-day written notice prior to commencement of leave unless a medical emergency determines that leave be taken sooner. The employee shall determine when time is to be taken and what is an emergency.

6.2.5 The District requires employees to use accrued paid sick leave, personal leave and vacation prior to going into unpaid leave status. The use of paid sick leave as maternity leave is for only the actual time of disability or recuperation.

6.2.6 Upon the request of the employee, maternity leave shall be granted up to one (1) year without pay and upon the request of the employee may be renewed for one (1) additional year.

6.3 **Paternity/Adoption Leave**

6.3.1 The District shall grant leave upon the same terms to male employees as is available to female employees upon the birth or adoption of the employee’s child, per the FMLA policy. (Policy details in the Employee Information Booklet).

6.3.2 A maximum of ten (10) day’s sick leave shall be granted with pay. The District requires employees to use accrued personal leave and vacation prior to going into unpaid leave status.

6.3.3 Adoption leave of absence without pay beyond the day stipulated in the above paragraph shall be granted for a period of up to one (1) year and upon the request of the employee may be renewed for one (1) additional year.
6.4 Emergency Leave
Emergency leave of up to three (3) days annually shall be granted with pay. Emergency leave shall be deducted from sick leave. Emergency leave is non-cumulative and may not be used to extend other leaves, with the exception of bereavement leave, within these guidelines. Emergency leave shall be defined as emergency in nature due to a sudden, urgent, unusual and unforeseen occurrence or occasion requiring immediate action and not of mere convenience. The immediate supervisor shall be notified by the employee as to the date and the reason for the use of emergency leave. In case of emergency, when it is not possible to notify the supervisor, the employee shall notify the Human Resources Office.

Exclusions for which Emergency leave may not be used include:

1. Weddings
2. Graduation/ceremonies where the employee is not a direct participant.
3. Political related activities.
4. Recreation related activities.
5. Transportation problems, including weather conditions for local travel, with the exception of an accident.

7.0 Leave Sharing
The District will comply with current statutory leave sharing provisions. Leave sharing is available for all employees as a group.

8.0 Additional Leave
The District shall provide the following additional leaves to the Sumner Exempt Employee group:

8.1 Personal Leave
8.1.1 Each employee shall be allowed three (3) full days of personal leave per school year. Employees working less than an eight (8) hour day or working less than a full work year for their position will receive a prorated allocation. Personal leave will be front-loaded each year.

8.1.2 Employees who have worked the entire work year shall be automatically compensated for unused personal leave at the rate of 100% of the 260 day per diem rate. Payment will be on the September warrant.

8.2 Bereavement Leave
A maximum of five (5) days per occurrence which are not deducted from sick leave and which are non-cumulative shall be allowed annually for absences resulting from the following:

8.2.1 Death of an immediate family member. The immediate family includes the spouse, child, parent, stepparent, brother, sister, grandparent or grandchild.
8.2.2 Death in the immediate family of the spouse of the employee. The immediate family in this case means parent, stepparent, brother, sister, grandparent or grandchild (in-law).

8.2.3 When a death occurs outside the immediate family, the employee may be excused at the discretion of the supervisor, if the employee had a close relationship to the deceased.

8.3 Jury Duty and Subpoena Leave

8.3.1 Leaves of absence with pay shall be granted for jury duty. Any compensation received for jury duty performed on contracted days shall be deducted from the employee’s salary. The employee shall notify his/her supervisor when notification to serve is received.

8.3.2 Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law, where the employee and District are codefendants. Additionally, in situations where an employee is subpoenaed to appear as a witness in a court of law and is not a party to the lawsuit, leave with pay shall be granted when the court appearance contributes to the discharge of the employee’s civic duty.

8.4 Military Service Leave

8.4.1 The District will comply with current Federal and State statutes.

9.0 MAKE UP OF SCHOOL CLOSURE DAYS

It is important to follow established District procedures in the event of school closures due to emergency weather conditions. Employees are expected to report to work, if at all possible, unless notified otherwise by their immediate supervisor. If employees are unable to report to work, the time may be made up in the following manner:

1. Charge the absence(s) to the days remaining in the individual’s vacation balance.
2. Charge the absence(s) to personal leave.
3. Staff following the student calendar will make up missed time by working the student makeup day or by making up the lost time (caused by the closure) within the remainder of the work year.

10.0 HOLIDAYS

10.1 Following are the paid holidays, when the days fall within the employee's calendar work year:

1. New Year's Day
2. Martin Luther King Day
3. Presidents’ Day
4. Friday during the Week of Spring Vacation
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans’ Day
9. Thanksgiving Day
10. Day After Thanksgiving
11. Day Before Christmas
12. Christmas Day
13. Day After Christmas

10.2 An employee must work their last scheduled day before the holiday and their first scheduled day after the holiday or be on an approved leave in order to be eligible for “holiday” pay. A scheduled day is defined as an employee's full work day (full regular shift) unless arrangements are made with the employee's supervisor or Human Resources beforehand.

11.0 VACATION

11.1 Each 12-month employee shall receive paid vacation in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Completed Service From Date of Hire</th>
<th>Days of Vacation</th>
</tr>
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<tbody>
<tr>
<td>Date of hire to 5 years of completed service</td>
<td>15 days</td>
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<tr>
<td>More than 5 years of completed service</td>
<td>20 days</td>
</tr>
<tr>
<td>More than 20 years of completed service</td>
<td>22 days</td>
</tr>
</tbody>
</table>

11.2 Vacation time must be submitted electronically for immediate supervisor approval before it is taken.

11.3 The employee may carry over a maximum of five (5) days of vacation from the prior year to the current year. Vacation balances will be adjusted on an employee’s employment anniversary date with the carryover or forfeiture being automatically processed without notice. The adjustments will result in an employee’s vacation balance to include up to five (5) days carry over, plus the vacation accumulation for the current school year.

11.4 For vacation purposes, a school year employee transferred to a full year position will enter the vacation schedule at the step which credits a year of “school year” employment with the District as a year of experience entitlement.
12.0 EVALUATION

12.1 Each employee will be evaluated at least once a year prior to August 31st. The evaluator will be the employee's immediate supervisor. The evaluation form will reflect three performance categories:
1. Does Not Meet Minimum Requirements
2. Needs Improvement
3. Meets Expectations

Evaluations will be personally discussed with each employee. Employees shall sign their evaluations. The employee’s signature on the evaluation does not necessarily indicate concurrence with the evaluation.

12.2 An employee may request a second evaluation ninety (90) work days after the employee's annual evaluation has been completed.

13.0 EMPLOYEE RIGHTS

13.1 An employee may have a representative present at an investigatory interview by the District, if the employee or the Districtreasonably has reason to believe the interview might result in disciplinary action.

13.2 If a member of the Sumner Exempt Employee group has a serious concern or believes an unfair practice has occurred, that employee is encouraged to take the following steps:

- Step 1: Make his/her immediate supervisor aware of the issue. Most problems can be taken care of at this level.

- Step 2: If the matter is not satisfactorily resolved, the employee may then proceed to take up the matter with the Executive Director of Human Resources.

- Step 3: If resolution is not possible, the final level of appeal rests with the Assistant Superintendent of Operations and Community Development.

13.3 Board Policy (5111) the District policy to provide equal opportunity for all qualified persons to prohibit discrimination in employment because of race, creed, religion, color, national origin, sexual orientation including gender expression or identity, veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability and to promote the full realization of equal employment opportunity through a positive continuing program in each department. There is nothing in policy or practice that prevents an employee from exercising his/her rights under law.
13.4 The District shall establish a job description for each position in the employee group. Job descriptions may be developed or revised at the discretion of the District. The District shall provide copies of new or amended job descriptions to each employee at the time he/she is assigned to a position or in the event a job description is amended. Should a position be eliminated, the job description pertaining to the particular position may be eliminated too.

14.0 WORK CALENDARS
The work calendars will be available to each employee prior to the start of the school year. The calendars will indicate paid holidays and any non-work, non-paid days within the 260 day work year. For employees working less than 1.0 FTE, the work calendar will reflect student days, holidays and extra days beyond the student year as a guide.

15.0 PAYROLL DEDUCTIONS
Upon receipt of authorization from an employee, the Business Office will deduct from the employee's salary and make appropriate remittance for insurance plans, tax-sheltered annuities and other programs as determined by the District.

16.0 PROMOTION, LAYOFF, TRANSFER
In the event of a promotion, lay off or transfer, the selection of employees to be promoted, laid off or transferred shall be in accordance with merit, ability and seniority with the District. Primary consideration in such a selection shall be the employee's evaluation and such objective criteria as may be available.

In lieu of a layoff, an employee may be transferred either voluntarily or involuntarily into an open position within this work agreement if the employee is qualified to perform the duties of the position. Salary placement would be at the level of the new assignment.

17.0 POSITION POSTING
Except in cases where circumstances require expeditious action, new or vacated positions will be posted for an appropriate period, during which time employees may apply for the position. Notwithstanding such posting, it is understood that the District shall make assignment to such positions as it deems necessary or in the best interests of overall District operations.

18.0 SALARY PROVISIONS

18.1 Employees within this agreement are paid on a salary basis. Payday is the last day of the month that the Administration Office is open to the public.

18.2 Employees within this agreement are not subject to overtime provisions. As public employees, salary deductions will be made for the following reasons:
- Partial day or whole absences in any increment when paid time is not available from sick leave, personal leave, vacation accruals.
- When the first or last week of employment does not equal a full week.
- Deductions for disciplinary absences that are imposed for violations of safety rules or major significance.
- Deductions can be made for unpaid time taken under the federal Family and Medical Leave Act.

18.3 All leave taken will be submitted electronically by the 5th of the following month for payroll processing.

18.4 The Salary Schedule for employees of the Sumner Exempt Employee group are contained in Appendix A.

18.5 New hires will be placed on the Step 1 of the appropriate level based on accepted relevant experience as provided in Article 2.0. Employees shall move to their next step on September 1, following their last increase provided the employee has been actively employed continuously for at least three quarters of the previous school year. December 1st for school year employees and January 1st for 260 day employees. (September 1 to August 31 work year).

Individuals being promoted to a higher level shall be placed at the step providing a salary increase consistent with the next horizontal step at their previous level. In the event the next horizontal increase is the probation rate, the above will apply.

18.6 The 2017-18 salary schedule shall be set forth in Appendix A of this handbook. Additional salary increase during the term of this agreement are as follows:

- 2018-19 school year incremental moves will be provided, and the salary schedule will be increased by the Consumer Price Index for Seattle (2017).
- 2019-20 school year incremental moves will be provided and the salary schedule will be increased by the Consumer Price Index for Seattle (2018).
- 2020-21 school year incremental moves will be provided, and the salary schedule will be increased by the Consumer Price Index for Seattle (2019).
- 2021-22 school year incremental moves will be provided, and the salary schedule will be increased by the Consumer Price Index for Seattle (2020).
18.7 **Longevity**

19.7.1 A longevity premium of forty-five cents (\$0.45) per hour shall be paid to those employees who complete ten (10) years of continuous service with the Sumner School District. The premium shall be applied upon their anniversary date.

19.7.2 An increase of five cents (\$0.05), bringing the total longevity premium to fifty cents (\$0.50), shall be paid to those employees who complete fifteen (15) years of continuous service with the Sumner School District. The premium shall be applied upon their anniversary date.

19.7.3 Employees who complete twenty (20) years of continuous service with the Sumner School District will receive fifty (\$50) dollars per month paid by the District into a VEBA account. The VEBA account will be established the month following the employee’s anniversary date.

**19.0 DURATION**

The guidelines shall be effective from September 1, 2017 to August 31, 2022.

**FOR THE SUMNER SCHOOL DISTRICT**

[Signatures]

**FOR THE SUMNER EXEMPT EMPLOYEE GROUP**

Marina Tanay
John White
Jay Donnaway

Date

Board of Directors
Sumner School District No. 320
Pierce County, Washington
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<tr>
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<td>Longevity/VEBA</td>
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### APPENDIX A-
Sumner Exempt Employees
2017-18 Salary Schedule

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<thead>
<tr>
<th>Position</th>
<th>Days</th>
<th>Level</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
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<tbody>
<tr>
<td>Application and Account Services Specialist</td>
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<tr>
<td>Data Manager</td>
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<td>Executive Assistant to Human Resources</td>
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<td>System Administrator I</td>
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<td>Digital Content Specialist</td>
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<td>Capital Projects/Facilities Manager</td>
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<td>Child Care Director</td>
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<td>Communications Manager</td>
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<td>Custodial Supervisor</td>
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<td>Executive Assistant to Superintendent &amp; School Board</td>
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<td>Shop Supervisor</td>
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<td>Transportation Supervisor</td>
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<td>District Behavior Specialist I</td>
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<td>Employment Services &amp; Recruitment Manager</td>
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<td>System Administrator II</td>
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<tr>
<td>Technical Support Supervisor</td>
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<td>Human Resources Operations Manager</td>
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<td>$97,608</td>
<td>$100,536</td>
<td>$103,552</td>
<td>$106,659</td>
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</tbody>
</table>

All levels are eligible for longevity premiums per the SEE handbook
Salary schedule assumes a 1.0 FTE. Salary is prorated for staff/position with lower FTE.