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5 **MEMORANDUM OF AGREEMENT**

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8 **BY AND BETWEEN**

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11 **RICHLAND SCHOOL DISTRICT #400**

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14 **AND**

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17 **ASSOCIATION OF**
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19 **RICHLAND ADMINISTRATORS**

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23 **July 1, 2022 – June 30, 2025**
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**Memorandum of Agreement by and Between
The Board of Directors of Richland School District #400
And the Association of Richland Administrators**

RECOGNITION: The Richland School Board recognizes the Association of Richland Administrators as the exclusive bargaining representative for in-building full time and part-time administrative positions of the Richland School District, including the following:

Group I	High School Principal
Group II	Middle School Principal and REHS, PCOA, TRHL Principal
Group III	Elementary Principal
Group IV	Elementary Assistant Principal
Group V	H.S. Assistant Principal, H.S. Athletic Director
Group VI	Middle School and TRHL Assistant Principal

The terms "principal" or "administrator" when used hereinafter in the Agreement shall refer to all administrators represented by the Association.

ARTICLE I - LEAVES

Section 1.1. Bereavement Leave

Up to five (5) days of bereavement leave with pay will be granted for each occurrence of death of immediate family. Immediate family is defined as: parent, brother, sister, husband, wife, sons, daughters, grandparents and immediate in-laws. Up to two (2) days will be granted for bereavement for a person of close personal ties. In cases where emergency factors of long distance are involved, the principal may be granted up to two (2) additional days leave.

Section 1.2. Sick Leave

Each full-time administrator under contract for one year shall be entitled to receive up to twelve (12) days paid leave for illness, injury or emergency purposes. Administrators hired after July 1 will be given a prorated number of days. Leave eligibility granted under this section shall be credited to each employee at the beginning of the school year or at such other time as the employee enters into an employment contract. Deduction from this allocation of leave days shall be made for each absence occasioned by legitimate claims of the following kinds: personal illness, family illness, injury, maternity, paternity or disability. The district may grant emergency leave, which shall be deducted from accumulated sick leave for extraordinary circumstances, which cause the employee to be away from work. Emergencies must be of such nature that planning is not possible or that planning could not relieve the necessity for the employee's absence.

Section 1.2.1. Conversion of Sick Leave: Administrators may elect to convert sick leave to monetary compensation as provided by statute. Sick leave for buy out purpose shall be earned used and converted to monetary compensation on a last in, first out (LIFO) basis. A maximum of 180 days is eligible for conversion at retirement or death.

Section 1.2.2. Eligibility: An eligible administrator is one who has accumulated in excess of sixty (60) days of unused sick leave as of the last pay period of the prior year, at a rate

of not more than (12) days per year. (Written notice of the intent to convert unused sick leave must be provided to the district during the month of January.) The number of sick leave days which an eligible principal may convert shall be determined by taking the number of days accumulated during the previous calendar year at a per diem rate consistent with the principal's contract (a maximum of twelve (12) days per year) and subtracting the number of sick leave days used by the administrators during the previous calendar year.

Section 1.2.3. Conversion to Compensation. The number calculated above, if possible, shall be the number of sick leave days, which may be converted. Monetary compensation at the rate of twenty-five percent (25%) of the administrator's current per diem rate of compensation shall be paid to the administrator for each day converted; partial days will be compensated on a pro-rated basis.

Sick leave days converted to compensation, pursuant to the above, shall be deducted from the administrator's accumulated sick leave. Compensation received pursuant to this policy shall not be included for the purpose of computing a retirement allowance under any public retirement system in this state.

Payment shall be included in the February payroll. Required federal withholding and social security deductions will be made at this time.

Section 1.3. VEBA III (Post Retirement Medical Plan)

The Association shall notify the District of its intention to participate annually.

Section 1.4. Workers' Compensation

An administrator who sustains a personal injury illness covered by Workers' Compensation may determine to use such Workers' Compensation payments to buy back sick leave days. The number of sick leave days to be recovered shall be calculated by dividing the principal's per diem into total Workers' Compensation payments.

Section 1.5. Personal Leave

Each administrator shall receive five (5) personal leave days per contract year to be used for personal business, household, or family matters that require absence during school hours. Notification to the administrator's supervisor for personal leave shall be made at least one (1) day before taking such leave, except in the case of emergencies. These days can be accumulated over multiple contracts up to eight (8) day total. Up to five (5) days per year may be cashed out at the administrator's per diem pay.

Section 1.6. Maternity & Paternity Leave

Maternity & Paternity leaves will continue to be administered as defined by the policies of the district and the State Human Rights Commission.

Section 1.7. Child Rearing Leave (Parenting Leave)

Administrators who gave birth to a child may require up to the remaining semester and an addition two (2) semesters' leave-of-absence for child-rearing leave without pay with the restriction that they must return at the beginning of the semester.

Section 1.8. Extended Leave of Absence

Section 1.8.1. Education: An administrator may be granted a leave of absence without pay for up to two (2) years to further his/her educational background at an accredited college or university. Such program must be a minimum half-time program. An administrator may make application for such leave following three (3) years of employment. Applications must be submitted to the superintendent for his approval by Jan 15 of each year.

Section 1.8.2. Family Illness: A leave of absence without pay for up to two (2) years may be granted for the purpose of caring for a sick member of the administrator's immediate family. Additional leave may be granted at the discretion of the superintendent and the board.

Section 1.8.3. Personal Illness: An administrator who is unable to perform his/her duties because of personal illness or disability may, upon request, be granted leave of absence without pay for the duration of each illness or disability up to one (1) year. The district shall have the option of requiring a physician's statement or other acceptable documentation testifying to the employee's illness and recovery.

Section 1.8.4. Accumulated Sick Leave: Accumulated sick leave is retained while on leave of absence for health conditions. No increment is allowed for the year when an administrator is on leave of absence for health conditions.

Section 1.8.5. Other: A leave of absence for up two (2) years may be granted to administrators who submit applications to the superintendent by January 15th of the contract year. No more than two administrators may be granted leave, upon superintendent and board approval, under this provision at any one time. A principal or assistant principal may make applications for such leave following three (3) consecutive years of administrative employment with the Richland School District.

Section 1.9 Military Leave

Time off with pay or paid leave of absences will be granted for administrators involved in military activities consistent with Federal statute. If an administrator's military obligation exceeds these times, an unpaid leave of absence will be approved.

ARTICLE II – BENEFITS

Section 2.1. Insurance Benefits

The District shall provide qualified employees with insurance benefits that align with the rules and regulations set by the SEBB (School Employee Benefits Board).

Benefits shall include managed care and preferred provider medical plans; with preventative care, mental health care, prescription drugs; dental plans, vision, life and accidental death and dismemberment insurance, long-term disability insurance, and FSA and DCAP plans. The district shall pay the employer contribution portion of the premium and the employees will be responsible for their portion of the premium based on their plan selections and according to the rates established by SEBB.

Section 2.4. Professional Organization Dues

The District shall pay the annual dues of professional organizations up to \$1,000.00 for each administrator.

Section 2.5. Personal Property Loss

In the event an administrator suffers damage, loss or destruction of personal property used for administrative purposes, the District will reimburse the administrator for the deductible amount of the employee's personal insurance, provided a claim has been filed with and determined payable by the administrator's respective insurance company. An affidavit shall be required to be signed by the administrator's stating the date, place and nature of the damage, loss or destruction of such property.

ARTICLE III – PROFESSIONAL DEVELOPMENT AND TRAVEL

Section 3.1 Mileage Reimbursement

Principals and Athletic Directors who travel on district business will receive mileage reimbursement. The District will pay mileage at the IRS allowance or school district rate and will adjust the rate on September 1 of each year.

ARTICLE IV – Contract Days

Section 4.1 Administrators Contracted Work Year

	HS Lead	MS/REHS TRHL/PCOA Lead	HS AP/AD	ES Lead/AP MS AP TRHL AP
Work Days	220 (*)	219 (*)	215 (*)	210 (**)
Holidays	12	12	12	12
Vacation Days	20	20	20	20
On Call	8	9	13	18
Total Contract	260	260	260	260

A workday shall consist of eight (8) hours.

(*) Ten (10) of these workdays can be converted to on-call for days beyond the workdays defined in Section 4.2(A) below.

(**) Five (5) of these workdays can be converted to on-call for days beyond the workdays defined in Section 4.2(A) below.

Section 4.2 Workdays

- 216 A. Workdays are to be scheduled with the approval of the immediate supervisor. Generally,
217 those days will include the 180 days of school, any district or State professional days, 15
218 workdays before school starts, and 10 workdays after the last day of school. The
219 workdays will be declared by each administrator and approved by his/her supervisor.
220 Exceptions to originally declared workdays can be made (with approval of the
221 supervisor).
222
- 223 B. "Other" days are not scheduled workdays; however, an administrator may be called to
224 respond to a building situation as needed by the District and/or their supervisor. "Other"
225 activities do not count towards the number of "workdays" defined above.
226

227 **Section 4.3 Holidays**

228
229 The following thirteen (13) holidays shall be given to each ARA member

- 230 • New Year's Day and the day before or after (unless the holiday falls on a Saturday or
231 Sunday. It would be the Friday before and the Monday after)
- 232 • Martin Luther King Day
- 233 • Presidents Day
- 234 • Memorial Day
- 235 • Juneteenth Day
- 236 • Independence Day (Fourth of July)
- 237 • Labor Day
- 238 • Veterans' Day
- 239 • Thanksgiving and the day after
- 240 • Christmas Day and the day before or after (unless the holiday fall on a Saturday or
241 Sunday. It would be the Friday before and the Monday after)

242 **Section 4.4 Vacation Days**

243
244
245 Section 4.4.1: All ARA members will be granted 20 vacation days annually.

246
247 Section 4.4.2: Members must use a minimum of five (5) vacation days per year.

248
249 Section 4.4.3: Members are entitled to carryover up to 15 (fifteen) days per year unused
250 vacation, up to a maximum of 30 days, on the anniversary of their contract (July 1).
251

252 Section 4.4.4: Vacation days should be taken on non-school days unless prior approval is
253 obtained from the Superintendent or designee.
254

255 Section 4.4.5: Up to eight (8) days of unused vacation may be cashed out annually.

256
257 Section 4.4.7: Claims to cash out vacation days must be received by the District no later
258 than June 30 of each year.
259

260 **Section 4.5 Vacation Payment Separation of Employment**

261
262 Upon separation of employment for reasons other than retirement, employees are eligible to
263 receive compensation equal to the unused balance of vacation leave, up to a maximum of 30
264 days/240 hours, at the current per diem rate at the time of severance.

Upon separation of employment for retirement, employees are eligible to receive compensation for accumulated vacation days at the current per diem rate at the time of severance in an amount not to exceed thirty (30) days. (Benefits to retirement as per Washington State Law)

ARTICLE V – SALARY SCHEDULE

Section 5.1 Salary Placement Schedule

Salary Schedule is attached to this agreement.

Section 5.2 Doctorate Degree

An administrator holding a doctorate degree for which district professional development funds were not used to attain, will be paid an additional \$1500.00 on a supplemental contract.

Section 5.3 Per Diem Pay

Per Diem pay will be calculated by adding the administrator's base pay and dividing by the number of days worked.

- 220 days---High School Principal
- 219 days--- Middle School Principal, REHS, PCOA, and TRHL Principal
- 215 days--- High School Assistant Principal and Athletic Director
- 210 days---Elementary Principal, Elementary & Middle School Assistant Principals, TRHL Asst. Principal

Section 5.4 Salary Improvement

State funded salary improvement dollars will be “passed through” to all administrators. Incremental movement for experience will be granted according to the attached salary schedule.

Section 5.5 Longevity Incentive

A stipend of 5% of the Administrator's annual salary shall be added beginning on July 1 of the 29th year of experience and will require a plan by the Administrator to mentor a less-experienced Administrator. The longevity incentive will continue until termination of employment.

ARTICLE VI – ADDITIONAL COMPENSATION

Section 6.1 Additional Compensation

Additional compensation shall be granted to administrators in accordance with the following.

Section 6.1.1: District-wide program responsibilities beyond the scope of the regular assignment may be compensated at a rate not to exceed \$2500.00 per year. Eligibility and amount for such additional compensation shall be determined by the supervisor / superintendent.

Section 6.1.2: Special short-term project responsibilities outside regular work year and/or beyond the regular assignment shall be paid at the per diem rate of the administrator. Eligibility for such additional compensation shall be determined by the superintendent.

ARTICLE VII - ADMINISTRATIVE ITEMS

Section 7.1 Administrative Evaluation

Administrators will be annually evaluated by procedures and policies which are in accordance with State Law and mutually agreed upon by to the ARA and the Richland School District.

Section 7.2 Non-Renewal

In the event it becomes necessary to non-renew or discharge an administrator, the provisions of RCW 28A.405.300 will apply.

Section 7.3 Transfer to subordinate position

In the event it becomes necessary to transfer an administrator to a subordinate certificated position, the provisions of RCW 28A.405.230 will apply.

Section 7.4 Reduction in force

In the event it is necessary to reduce the number of certificated school administrators because of declining enrollments or other economic reasons, the affected administrator shall be entitled to a teaching position based on qualifications and state service as outlined in RCW 28A.67.073

Section 7.5 Individual Contracts

All administrators hired in the Richland School District will be subject to the terms, conditions and limitations of the agreement between the ARA and the Richland School District.

Section 7.6 Employee Discipline, Complaints, & Due Process

Section 7.6.1 (Investigative Interviews): In the event an employee is directed to participate in a formal investigatory interview, written notice of one (1) workday will be provided to the employee prior to such a meeting. This written notice will include notice of allegation(s) and/or topic(s) being investigated and that employees have the right to have a representative of their choosing present.

Section 7.6.2 (Corrective Action): The District has the right to discipline employees for justifiable cause. Prior to the decision to issue corrective action, the District will provide written findings to the employee, and a representative of their choosing if so requested, for review and discussion of potential disciplinary action. No disciplinary action will be executed until at least one (1) workday after findings are provided to the employee.

Section 7.6.3 (Complaints against employees): Complaints against employees will be processed using procedures outlined in District policy.

363 Section 7.6.4 (Timelines): The District will make every effort to notify employees in
364 writing of a complaint or allegation within two (2) business days of becoming aware of
365 the issue. The investigative phase of any complaint or allegation will be conducted as
366 quickly as possible. The District will notify the employee of any delays of the
367 investigatory process (e.g., limited availability of investigators, interview scheduling,
368 etc.).

369
370 Section 7.6.5 (Appeals): Appeals of corrective action, complaint resolutions, timeline
371 conflicts, and other issues specific to due process and employee relations will be
372 addressed using the process defined in Section 7.8 below. The Superintendent is the final
373 appeal for actions executed under this section.
374

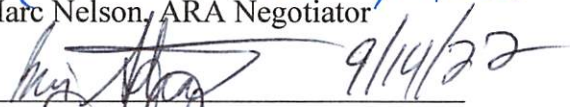
375 **Section 7.7 Contract Duration**

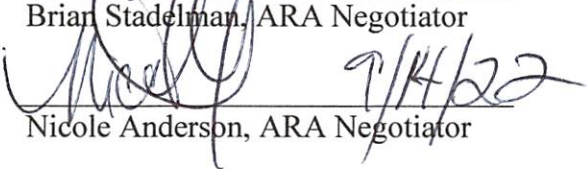
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377 This agreement runs from July 1, 2022 through June 30, 2025.
378

379 **Section 7.8 Meetings with and Appeals to the Superintendent**

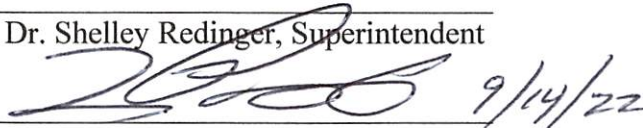
380
381 ARA representatives shall meet with the Superintendent regularly to discuss practices and
382 problems or other matters of mutual concern. The dates, times, and places of such meetings shall
383 be mutually established; provided, however, that the Superintendent or ARA may call for a
384 meeting at any time to discuss matters of significant importance or emergency matters. Three
385 mutually agreed upon items for discussions are: 1) Determination of stipend amounts and
386 criteria, 2) Trigger points for administrative staffing decisions, and 3) appeals of employee
387 actions defined in Section 7.6 above.
388

389
390  9/14/22
391 Marc Nelson, ARA Negotiator

392  9/14/22
393 Brian Stadelman, ARA Negotiator

394  9/14/22
395 Nicole Anderson, ARA Negotiator
396
397
398

Dr. Shelley Redinger, Superintendent

 9/14/22
Tim Praino, Executive Director of HR

ARA Salary Schedule

2022-2023

ARA Salary Schedule 2022-2023 @ 5.5% IPD to base and 3% Regionalization						
Group	# of Days	Title	Years 1-2	Years 3+	Regionalization	Total Comp
			0.9210	1.0000	3%	
1	220	HS Principal	\$157,178	\$170,660	\$ 5,120	\$175,780
2	219	MS, REHS, PCOA, TRHL Principal	\$143,781	\$156,114	\$ 4,683	\$160,797
3	210	ES Principal	\$136,779	\$148,511	\$ 4,455	\$152,967
4	210	ES Asst. Principal	\$126,216	\$137,042	\$ 4,111	\$141,153
5	215	HS Asst. Principal/Athletic Director	\$135,519	\$147,144	\$ 4,414	\$151,558
6	210	MS & TRHL Asst. Principal	\$131,218	\$142,473	\$ 4,274	\$146,747

1. 2022-2023: Increased base salary on Salary Schedule by 5.5%
2. 2023-2024: Increase base salary on Salary Schedule by 2%, or the state-funded inflationary adjustment to the CIS allocation ("IPD"), whichever is higher.
3. 2024-2025: Increase base salary on Salary Schedule by 2%, or the state-funded inflationary adjustment to the CIS allocation ("IPD"), whichever is higher.