
EMPLOYMENT AGREEMENT

MOSES LAKE SCHOOL DISTRICT NO 161

and

MOSES LAKE PRINCIPALS ASSOCIATION

July 1, 2022 through June 30, 2025

ARTICLE I: RECOGNITION

Moses Lake School District No. 161 (District) recognizes the Moses Lake Principals Association (Association) as the exclusive representative of all principals, assistant principals, and directors.

It is understood that principals are active and contributing members of the district's leadership team. In this role, they are expected to assume a responsible role in the administration and leadership of the school district and it's impactful focus of improving educational outcomes for students in the Moses Lake School District

ARTICLE II: COMPENSATION

Section 2.1 Salaries

Salary shall be paid according to the adopted the Moses Lake Principal Association Salary Schedule attached hereto as Appendix A for contract year 2022-23 Salaries shall increase for subsequent years for this agreement as follows:

- 2023-24: IPD
- 2024-25: IPD

Section 2.2 Administrator Transition

In an effort to address work transition issues that arise as a result of the resignation of administrative personnel, it is agreed that certificated administrative employees will, upon receipt of a letter of resignation dated on or prior to February 1, will be offered a supplemental contract of up to three (3) days at per diem. Responsibilities attached to these extended days include, but are not limited to assisting district personnel in the recruitment and hiring of a replacement, the organizing of the documentation necessary for transition, the mentoring of the replacement, and any other mutually agreed upon functions or tasks.

Section 2.3 Retroactive Compensation

In the case that the Moses Lake Principal Association Agreement is settled after the start of the contract year, all salary increases will be retroactive to the start of the contract year.

Section 2.4 Committee Assignments

1. Administrator-led district committees such as restructuring or major curricular adoptions will receive a stipend in the amount of \$1,500.
2. Bargaining representative for MLEA or PSE will receive a stipend of \$1,500, with an additional \$500 for full open contracts.
3. A committee assignment made by the superintendent as needed will receive a stipend in the amount of \$1,500.

ARTICLE III: BENEFITS

Section 3.1 Work Year

The work year shall be twelve months from July 1 through June 30 annually.

For the purpose of this agreement, days are designated as “workdays, holidays, responsibility, personal leave, or vacation days.” Definitions are as follows:

Section 3.2 Workdays

Workdays are to be scheduled with the approval of the immediate supervisor. Generally, these days will include a minimum of all the 180 school days, any School Improvement Days or Professional Development Days, attendance and participation at required leadership team meetings and retreats, at least fifteen (15) days before school begins, and at least ten (10) days after the last day of school.

Section 3.3 Holidays

The following holidays shall be given to each individual covered by this agreement.

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day After Thanksgiving Day
11. Day Before Christmas
12. Christmas Day
13. Day After Christmas

Section 3.4 Responsibility Days

Responsibility Days are the days when an administrator is available to respond to issues in his/her building or in the district, as needed. In recognition of student safety and security during Responsibility Days, the administrator is expected to be reachable by phone, email, and report to district locations within 30 minutes or less if needed.

High School Principal, Special Services Director, and Middle School Principals are allocated ten (10) Responsibility Days annually.

All other positions, other than those listed above, covered by this agreement are allocated fifteen (15) Responsibility Days annually.

Section 3.5 Personal Leave Days

Administrators shall be entitled to all other leaves accorded certificated employees under the provision of the current certificated employees' contract agreements, including four (4) Personal Leave Days.

Each contract year end, eligible employees will be cashed out for their unused Personal Leave Days at the rate of \$200 per day. This amount will be added to the July paycheck or mailed separately to anyone separating employment.

Section 3.6 Vacation Days

It is the desire of the Moses Lake School District that all employees use their Vacation Days. All individuals covered by this agreement will be granted twenty-five (25) Vacation Days per year. All individuals covered by this agreement are entitled to accrue unused vacation days on the anniversary of this agreement.

Vacation Days used during the "workdays" listed above require the approval of the administrator's supervisor. These days will include a minimum of all the 180 school days, any School Improvement Days or Professional Development Days, attendance and participation at required leadership team meetings and retreats, at least fifteen (15) days before school begins, and at least ten (10) days after the last day of school.

Section 3.7 Vacation Day Buy Back

1. Employees are eligible if they have a balance of Vacation Days greater than thirty (30) days.
2. Vacation Day buy back is limited to ten (10) days per year.
3. Vacation Day buy back is paid at per diem (1/260th of base salary)
4. Vacation Day buy back option will take place in June and/or November.

Section 3.8 Vacation Day Payment upon Separation of Employment

Upon separation of employment, employees are eligible to receive compensation for accumulated Vacation Days at his or her current per diem rate at the time of separation. In keeping with Washington State retirement regulations, the number of days cannot exceed thirty (30) days total for separation due to retirement.

ARTICLE IV. LEAVES

Section 4.1 Sick Leave

A member under contract for a full school year shall be entitled to twelve (12) days sick leave for illness or injury. Sick leave not taken shall be accumulated from year to year to a maximum number of days in the administrator's contract year, but in no case greater than one year. An employee claiming benefits for more than five (5) consecutive days may be required to have a doctor's certification of illness or incapacity after the fifth day.

Section 4.2 Sick Leave Buy Back

The District will continue to provide the opportunity for sick leave buy back as allowed by law. In order to receive reimbursement from the District due to retirement, the building administrator must have separated from such employment and have been granted a retirement allowance under the laws governing the teacher's retirement system. The maximum number of days that may be converted for a building administrator shall be one hundred eighty (180) days, consistent with school board policy and state statute. The compensation will be at the rate of 25% of the employee's current contract year (1/260th) per authorized day, for each full day of eligible sick leave.

Section 4.3 VEBA

The payroll office will verify an individual's eligibility for sick leave conversion to VEBA (Voluntary Employee Benefit Association) III at the time of retirement. VEBA III is a plan whereby a staff member may choose to receive post-retirement medical benefits in lieu of compensation for sick leave cash out. Annual VEBA II will be allowed to those who qualify at the group established contribution rate.

Section 4.4 Bereavement Leave

A member shall be granted up to five (5) days with pay per occurrence because of a death in the family which shall mean, for the purposes of this section, spouse, siblings, parents, grandparents, children, grandchildren, aunts, uncles, nieces, nephews, or those of the employee's spouse, dependents of the employee or persona living in the same household as the employee, and any other members of an extended or blended family. Any special circumstances need the approval of the Superintendent. One (1) day of leave may be granted in all other cases of bereavement.

Section 4.5 Insurance Benefits

The District shall provide the maximum amount per month funded by the State per eligible employee toward the payment of medical, dental, vision and long-term disability insurance premiums. Medical, dental, vision insurance, and life insurance coverage will be available for employees and eligible dependents as provided for in the School Employees Benefits Board (SEBB) rules.

Section 4.6 Cell Phone Allowance

The district shall provide a cell phone allowance of \$120 per month to each administrator to compensate for the school district use of the employee's personal cell phone. The employee shall have a personal cell phone plan and provide the district with the cell number. All cell phone contracts shall be the responsibility of the employee. In lieu of this benefit, the District reserves the right to provide a cell phone.

ARTICLE V. DUES AND DEDUCTIONS

Section 5.1 Voluntary Membership

Any employee may become a member of the Association. Each member shall file with the payroll office a notice of voluntary membership and authorization for dues deductions. Such authorization, once filed, shall be continuous authorization for the District to deduct Association dues. Dues deductions for less than the full year shall be prorated. A notice of authorization may be revoked only by the process listed on the membership form.

Section 5.2 Deductions

All of the dues shall be deducted from the employee's paycheck in twelve monthly installments beginning with the first month of employment. Employees working less than a full year shall have dues deducted only for the months of actual employment. The monthly deduction shall be in an amount equal to 1/12 of the total annual dues. The amount of the annual dues shall be submitted to the District by the Association in writing on or before August 31 of each year. A list of the employees who are subject to dues deduction shall be supplied to the Association by the District prior to October 30 of each year and each month thereafter during the school year.

Section 5.3 Indemnification

The Association shall indemnify and hold the Board harmless from any claim filed by any employee regarding any of the provisions of this section. The Association shall reimburse the District for any damages or attorney fees incurred by them as a result of any claim made by any employee as a result of this section.

Section 5.4 Professional Travel

School administrators using private autos for school district business, in-district or out-of-district, shall be reimbursed at the federal reimbursement rate.

Section 5.5 Employee Liability

The district will reimburse the employee for personal property or vehicle damage resulting from the performance of his/her assigned duties to the extent that the employee's homeowner or vehicle insurance does not provide full protection. Reimbursement is limited to the employee's insurance deductible up to \$500 per incident with a group aggregate of \$2,000 per year.

Section 5.6 Professional Learning and Development

A professional learning fund will be available for all administrators funded at \$1,300 per school year per administrator. This may be used for professional learning, tuition, staff development, and/or dues to additional professional organizations. Professional learning is defined as classes, conferences, travel expenses for conferences, in-service, professional books, mentorships, and the like. Professional learning funds shall not be used for electronics such as cell phones or computer related items. Each member may carry these funds forward to a maximum of \$5,000.

ARTICLE VI: ADMINISTRATION EVALUATION

Each administrator shall be evaluated annually in order to provide guidance and direction to the administrator in the performance of his/her assignment. Each administrator shall be evaluated on the basis of his/her job description, accomplishment of goals and objectives, established evaluative criteria, compliance with appropriate District policies, and state evaluative criteria. The Superintendent shall develop procedures for these evaluations. All administrators shall receive a comprehensive summative evaluation at least once every six years. Annually by October 1, the Superintendent or designee shall discuss with the administrator the mutually identified criteria to be used for evaluation purposes.

Such criteria shall include performance statements dealing with:

1. Creating a Culture
2. Ensuring School Safety
3. Planning with Data
4. Aligning Curriculum
5. Improving Instruction
6. Managing Resources
7. Engaging Communities
8. Closing the Gap

Both staff members involved in the evaluation conference shall sign the written report and retain a copy for their records. The employee shall have the right to submit and attach a written disclaimer to his/her evaluation following the conference.

When a non-provisional Administrative employee is judged below Proficient, that Administrative employee shall elect one or more of the following options, with the mutual agreement of the evaluator:

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1. The Administrative employee may be granted up to two (2) days of district funded release time to observe colleagues' instruction.
 2. The Administrative employee may be granted an additional/different certificated employee evaluator.
 3. A mutually agreed upon mentor will be assigned. The mentor will be compensated at the committee/assignment rate.
 4. Additional support may include, but are not limited to: university course work, peer coaching, reading material, and District or ESD staff development courses. The District will pay for any required in-service training and any required mentor.

ARTICLE VII: OTHER AGREEMENT EXPECTATIONS

Section 7.1 Meetings

Representatives of the Moses Lake Association of School Principals shall meet monthly with the Superintendent and representative members of the administrative cabinet, at a mutually agreeable time to discuss concerns and share information in a Labor-Management setting.

Section 7.2 Changes in Staffing

The district commits to provide additional administrative staffing to support elementary schools with demonstrated need as determined through a collaborative process. The Superintendent will make the final determination on what support will be provided.

ARTICLE VIII: DUE PROCESS

Section 8.1 Employee Rights

The employee who is accused of misconduct is entitled to these basic rights:

1. The right to be informed of the complaint or charges.
2. The right to be informed of the accusing parties unless prohibited by statute.
3. The right to present evidence in the employee's own defense.
4. The right of assurance that the District will have good reason before imposing a disciplinary measure befitting the misconduct.
5. The right to private and confidential handling of any investigation or disciplinary action.

This Agreement shall in no way abridge or negate the rights or responsibility of employees as prescribed by law.

Section 8.2 Representation

Prior to any questioning by a supervisor, an employee suspected of misconduct will be advised of their right to have a representative of the Association present at all stages and in all proceedings (commonly referred to as Weingarten Rights) in which the employee will be questioned, investigated, reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance.

Section 8.3 Discipline

Discipline will be administered progressively, starting with a verbal/written warning or direction, then progressing through a written reprimand, then suspension and finally discharge or nonrenewal. It is recognized that some offenses may be serious enough to warrant the abridgement of this progression. Administrative leave with pay will be invoked during an investigation if continued presence in the classroom is deemed undesirable.

Section 8.4 Documentation

The employee will be provided copies of all progressive discipline documentation, including all PIPs. The employee will be asked to sign copies of this documentation attesting to his or her receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's personnel file.

ARTICLE IV: DURATION

This Agreement shall remain in full force and effect from July 1, 2022, to and including June 30, 2025. During the term of this agreement, the District will apply any inflationary adjustment from the State to the salary schedule. Legislative impact will be an automatic opener each year to address changes that are implemented by the State.

SIGNATURE PAGE

MOSES LAKE ASSOCIATION OF SCHOOL PRINCIPALS

Abe Ramirez 6-28-22
Abe Ramirez (Jun 28, 2022 13:42 PDT)

Abe Ramirez / Date

Kay White 6-28-2022
Kay White 6-28-2022 (Jun 29, 2022 10:27 PDT)

Kay White / Date

N. Mackey 6-29-2022
N. Mackey 6-29-2022 (Jun 29, 2022 11:01 PDT)

Nikki Mackey / Date

MOSES LAKE SCHOOL DISTRICT NO 161

Monty Sabin 6.29.22
Monty Sabin 6.29.22 (Jun 29, 2022 13:16 PDT)

Monty Sabin, Superintendent / Date

MOSES LAKE PRINCIPAL ASSOCIATION 2022 - 23 SALARY SCHEDULE

| POSITION | YEAR 1 | YEAR 2 | YEAR 3 |
|---|------------------|------------------|------------------|
| CATEGORY 1 | \$152,350 | \$161,150 | \$169,950 |
| High School Principal | | | |
| Special Services Director | | | |
| CATEGORY 2 | \$143,750 | \$151,350 | \$159,000 |
| Middle School Principal | | | |
| Director of Alternative Learning Programs | | | |
| CATEGORY 3 | \$135,350 | \$143,250 | \$151,500 |
| Elementary Principal | | | |
| Athletic Director | | | |
| CTE Director | | | |
| Early Learning Director | | | |
| Central Office Directors | | | |
| CATEGORY 4 | \$135,000 | \$142,800 | \$150,300 |
| High School Assistant Principal | | | |
| CATEGORY 5 | \$129,700 | \$138,150 | \$146,600 |
| Middle School Assistant Principal | | | |
| Assistant Athletic Director | | | |
| Special Services Assistant Director | | | |
| Central Office Assistant Directors | | | |
| CATEGORY 6 | \$119,300 | \$126,500 | \$133,700 |
| Elementary Assistant Principal | | | |

| LONGEVITY | |
|-----------|---------|
| Years | Stipend |
| 4 - 6 | \$500 |
| 7 - 10 | \$2,000 |
| 11 - 14 | \$3,000 |
| 15 - 19 | \$4,000 |
| 20+ | \$5,000 |

Longevity applies only to years as a Moses Lake School District administrator.

Administrator experience transfers with the employee to new position within the District.