

**ORTING SCHOOL DISTRICT**  
**MEMORANDUM OF AGREEMENT**  
**PRINCIPALS**  
**2019-2022**

The following items have been agreed to by the Orting School District's Principals and the Orting School District for the 2019-2022 school years. The word "principal" herein shall include Assistant Principals.

**1. Work Year:**

The length of the work year for Principals shall be two hundred and sixty (260) days.

**2. Individual Contract:**

An employee's individual contract shall be for one year, commencing on July 1 and ending on June 30 of each school year.

**3. Insurance Benefits:**

The district will provide health insurance benefits in accordance with the state apportionment for certificated employees. The district will also provide administrators with term life insurance in the amount of \$100,000 until December 31, 2019. Prior to December 31, 2019, the District and Orting School District Principals agree to collaborate to identify and implement future payment for term life insurance that can be made in a lawful manner.

**4. Leaves:**

- A. Sick: Injury and Emergency: Twelve (12) days of leave shall accrue annually to a total of one hundred ninety-two (192) days. Absences due to illness or injury may be taken to the extent of the accrued leave.
- B. Bereavement: Leave with pay will be granted for an absence due to a death in the immediate family not to exceed five (5) days. Immediate family is defined as: spouse, parent, grandparent, sibling, child or grandchild of the principal or principal's spouse or fiancée or any person residing with the principal as a member of the principal's household. Special arrangements for attendance at funerals of others may be granted by the superintendent.
- C. Jury Duty: Leaves of absence with pay are allowed for jury duty.
- D. Personal Leave: Each Principal shall have four (4) personal leave days per year, cumulative up to six (6) days. Advanced notice or reason for using personal leave need not be given. During each year of the agreement, up to two (2) unused personal days may be cashed out at the per diem rate. Cash out must be requested prior to June 30 of the school year in which the leave is accrued. The total number of days which are cashed out shall be deducted from the accumulated personal leave days.

- E. Other Leave: Any other leave (e.g., maternity, paternity, sabbatical, unpaid leave of absence) may be granted by the superintendent, subject to approval by the School Board, depending on the need and circumstance.
- F. Sick Leave Cash Out: At retirement or other qualifying separations, compensation for unused sick leave will be granted by request as per state statutes and regulations (WAC 392.139.020). For non-retirement cash out of sick leave, a request must be made during January to cash out any qualifying sick leave accrued the previous year, minus what has been used, at a compensation rate of 4:1, (four) days of sick leave to (one) day of pay. A balance of at least sixty (60) days must be maintained (WAC 392.136.015)

**5. Vacation:**

- A. Vacation shall be earned at the rate of 16.67 hours per month. Unused vacation may be carried over from one contract year to the next, provided the total accumulation of an employee shall not exceed fifty (50) days.
- B. On termination with the district, or upon retirement, the employee is to be paid for the accumulated leave up to, but not to exceed thirty (30) days with such leave to be only those annual leave days earned, but not taken during the two years immediately preceding the termination or retirement date. Unused vacation days shall be paid to the employee at the time of termination or retirement date at the per diem rate of his or her salary
- C. An annual cash out of up to five (5) vacation days will be available per contract year (at per diem rate) based on two hundred eighteen (218) days.

**6. Professional Growth Opportunities:**

- A. The Board of Directors recognizes the importance of well-planned professional development to ensure professional growth and enhance practice. In support of such opportunities, the district will provide principal professional development funds in the amount of one thousand five hundred dollars (\$1500.00) per administrator per year for each year of the agreement for professional conferences, seminars, workshops, related professional materials, and tuition for advanced degrees and certification subject to prior approval of the Superintendent. Tuition costs for approved coursework shall be paid by the employee and may be submitted to the district for reimbursement. A maximum of three thousand dollars (\$3000.00) of unused accrued funds may be carried over for future use.
- B. When authorized, principals may represent the district at educational conferences, seminars, or workshops. Subject to approval by the Superintendent, the necessary expenses of the principal will be paid by the district and shall not be deducted from individual professional development or building funds.

C. Dues Contribution: The Board of Directors agrees that all principals will be eligible for District-paid professional dues for the Association of Washington State Principals (AWSP) and ASCD memberships. In addition, the district will pay the membership dues to an organization approved by the Superintendent for active participation by principals.

D. "District-paid" or "paid by the district" shall refer to funds that are above and beyond the funds available through the principal's professional development funds or principal's building budget and are subject to approval by the superintendent.

**7. Cell Phone Allowance:**

Each principal shall receive \$750 per year as a stipend to support the use of a personal cell phone. The stipend will be paid at the rate of \$62.50 per month.

**8. Salary Philosophy:**

The Board of Directors recognizes that principals play a key role in the school district. As such, the parties to this Agreement desire to collaborate on salary items and have a shared interest to maintain a competitive and fair salary schedule in order to recruit and retain principals.

The Principal shall be entitled, in return for his or her performance of employment duties, to an annual salary which shall be paid in twelve (12) installments on or before the last day of each month, July 1 through June 30, each year of the agreement. In addition to the foregoing salary, the employee shall be entitled to such compensation as is required by existing law (e.g. retirement benefits) and as now or hereafter required by other contractual terms incorporated into this agreement.

The district will provide a Professional Responsibility Stipend (PRS) as an incentive to provide the additional services required of all principals in the Orting School District outside of the base contract. The PRS will be calculated as follows: annual salary/218X10. Payment for the PRS shall be made in equal installments based on the payroll schedule or paid in a lump sum in November. A request for a lump sum payment must be submitted in writing by July 15 of each year.

In order to receive a step increase, principals must not receive an unsatisfactory as their summative evaluation rating. If a principal subsequently receives a proficient or distinguished evaluation rating, the salary will be adjusted to reflect the appropriate step based on years of experience.

**9. Salary Schedule:**

A. The parties have a shared interest in the following:

- Maintaining salary parity with comparison districts which include: Bethel, Clover Park, Fife, Franklin Pierce, North Thurston, Puyallup, Steilacoom, Sumner, and White River. The list of comparable districts will be reviewed when determining salary adjustments.
- Maintaining the use of the most current available data to determine parity

- Maintaining a respectable difference between the base salary of the lowest paid building administrator and the highest step of Orting Education Association's Certificated Salary Schedule.
  - Developing and implementing a salary schedule that has consistent cell and step progression and reflects levels of responsibility in service to students, staff, and community
- B. Salaries for each year of the three-year agreement will be set as follows:
- 2019-2020
    - increase the base salary of elementary assistant principal to reflect at least 16% difference between the top salary step of the Orting Education Association's Certificated Salary schedule (MA 90+/PHD), Step 16 (2019-2020)
    - implement and maintain a difference of 88.00% between the Assistant Principal and Principal at all levels
    - implement and maintain an increase of 5.00% from Assistant Principal to Assistant Principal at the next level
    - maintain an increase of 2.50% between each step
  - 2020-2021
    - Apply state determined IPD to the salary schedule
  - 2021-2022
    - Apply state determined IPD plus 1.5% to the salary schedule
- C. In the event the Washington State Legislature authorizes and provides funding such as the Implicit Price Deflator (IPD) for cost of living increase, in any year, the district shall pass through those adjustments to the base salary schedule as outlined by the Washington State Legislature.

**10. Re-Opener**

If state funding is reduced in a manner impacting the salary schedule or other circumstances occur that the District and the Principals agree merit adjustment of the schedule, the parties shall convene to discuss such impacts.

**11. Maintenance of Years and Experience**

Any administrator reassigned or transferred to a subordinate administrative position on the Principals' Salary Schedule shall maintain his or her credit for years of previous experience for the purpose of horizontal movement on the Salary Schedule.

**12. Conformity to the Law:**

If any provision of this Agreement or any application of this agreement to any member of this Association shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. No change, revision, alteration, or modification of the Agreement, in whole or part, shall be valid unless the same is ratified by both the Board of Directors and the Principals' Representative and endorsed in writing.

The District does not discriminate on the basis of race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital 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 in its programs and activities, and provides equal access to the Boy Scouts and other designated youth groups. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Title IX of the Education Amendments of 1972, as amended; and Chapter 28A.640 RCW.

**13. Duration of Contract:**

This collective bargaining agreement shall be in full force and effect for three (3) years, July 1, 2019 through June 30, 2022 subsequent to the Association's ratification, the Board of Directors' ratification ,and final signing of this document.

Approved this 18<sup>th</sup> day of July, 2019.

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Employee, who by affixing his/her signature, hereby accepts the terms of this contract

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Superintendent, Orting School District, who by affixing her signature, hereby certifies that this contract has been dully authorized by the District's Board of Directors on this 18<sup>th</sup> day of July, 2019