LETTER OF UNDERSTANDING

Between the

Olympia School District No 111

The Olympia Principals' Association

July 1, 2021 to June 30, 2023



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PREAMBLE: THE ROLE OF THE SCHOOL BUILDING ADMINISTRATOR

The role of the School Building Administrator is a leadership of critical importance in the compulsory school system of our democratic society. A Building Administrator assumes enormous professional, ethical, moral, legal and supervisory responsibilities and accountability. A Building Administrator's key task is to build a structure of relationships in the school so that all children have the opportunity to learn. To do this, the Building Administrator must have and use professional knowledge and skills to create a school environment in which children can achieve their potential (Association of Washington School Principals). Building Administrators recognize that they are professional employees who have a responsibility to fulfill the obligations of their positions.

ARTICLE I: MEMBERSHIP

Under the terms of this agreement the title Building Administrator shall mean principal or assistant principal.

ARTICLE II: SALARY MATTERS

- A. For the 2021-2023 contract years, the salary schedule shall be paid as stipulated in Appendix A.
- B. For each contract year, an additional two (2) percent of the administrator's base salary shall be granted to each Building Administrator who holds a doctorate degree from an accredited institution recognized by the State of Washington.
- C. A 20-year longevity stipend of 2% of the principal's salary placement will be paid in 12 equal monthly installments annually. The longevity stipend is included as Step 20 on the administrators' salary schedule attached as Appendix A.
- D. When determining experience for salary placement purposes, experience as a principal/assistant principal at any level will be acknowledged year for year. Experience as an assistant principal will be granted at a two-year for one-year ratio when moving to the principalship.

ARTICLE III: WORK YEAR/DUTIES AS ASSIGNED

A. The work year shall be from July 1 through June 30.

Each Building Administrator's employment shall include two hundred and forty (240) days of service as scheduled by the Superintendent. Scheduled days of service shall include twenty-five (25) days of vacation. All days worked in excess of 215 days will be included into the Building Administrator's vacation pool up to the maximum of 50 days.

Up to the maximum of thirty (30) days, are to be paid, into a VEBA account, upon resignation, retirement, moving to another position in the district that takes the administrator out of the bargaining unit, or cashed out to the estate in the event of death of the Building Administrator, at a per diem rate of 215th of the scheduled annual salary. Building Administrators return to work 25 days (including Independence Day; excluding weekends) following the last work day in June, with mutual agreement between TOPA and the Superintendent.

Upon resignation or retirement, accrued vacation days beyond the thirty (30) days, up to a maximum of 10 days, will be decided upon by joint agreement between the Building Administrator and the Superintendent or designee:

- a) Use the vacation days prior to separation
- b) Cash-out the 10 days into VEBA
- c) Cash-out at 1 to 1 at per diem
- B. If an employee has accrued more than 30 days of unused vacation, they may cash out-4 days in a year, <u>Cash out</u> requests must be submitted to and approved by the Superintendent not later than April 30th of each year. At no time shall vacation cash out cause a vacation balance to fall below 30 days. Vacation cash out may not be combined between years. There is no carryover or "banking" of vacation cash out days.
- C. The building administrator may request vacation days off during the school year. These requests must be approved by the district prior to the absence.
- D. Principal input is critical to decisions at the district level. The Principal Leadership Team Principal representation will be sought to consult with and advise District leadership, as well as the superintendent.
- E. Building administrators will have representatives at the elementary, middle and high school levels to serve on bargaining teams and assist with MOU's. The District agrees to pay the designated principal in recognition of the added workload associated with bargaining a \$300 stipend for serving on bargaining teams and related work.
- F. In the event the Board of Directors adopts a reduced plan of programs and services due to lack of available financial resources, the District and TOPA agree to engage in consistent and timely communication. The team responsible for such communication will be the Superintendent or designee and the TOPA 5 representative group. The TOPA 5 will consist of the following building level representation: 1 HS, 1 MS, two Elementary and an elected lead from any level.
- G. Each administrator may also claim up to 16 additional days worked in a work year. Additional days shall be paid at a per diem rate and paid via time slip submitted directly to the superintendent. This additional time should be for staff development, additional duties, closing the achievement gap, or responsibilities related to evaluation.

ARTICLE IV: BENEFITS

- A. Effective January 1, 2020, the insurance pool shall no longer be applicable, and the District shall follow the SEBB rules and regulations.
- B. VEBA: The district agrees to adopt the VEBA Retirement Sick Leave and Annual Sick Leave Conversion Plan. Building Administrators will be allowed to participate in such plans in accordance with law and regulations. The bargaining unit agrees to provide annual survey packets to those members deemed eligible. The district agrees to make contributions to the plan on behalf of all employees in the group eligible to participate in the plan by reason of having sick leave conversion rights. It is understood that all eligible employees will be required to sign and submit to the district annually a hold harmless agreement complying with the statute.

ARTICLE V: LEADERSHIP FUNDS

The Olympia School District is committed to encouraging each principal to maximize their learning and potential. To help assure the excellence of building principals as instructional leaders the District will provide each principal up to \$2,000

per year for July 1, 2021 through June 30, 2023 cumulative to a total of \$4000 to be used at the Building Administrator's discretion for the following:

- Conferences, Classes, or Workshops
- Travel, registration, tuition, clock hours, and other allowable related costs.
- District equipment for principals to fulfill administrative professional responsibilities.

Protocol

- Submit <u>Leadership Funds Approval Form</u> to District (Appendix B)
- Form is to be completed and approved by elementary or secondary executive directors
- Technology purchases over \$40 The supervisor will work with the Technology Department to review and complete the purchase. This should be part of the pre-approval process with the supervisor. The supervisor should be the person to reach out to the Executive Director of Technology as part of the process.

New Administrator Mentor Stipend (Allocation)

- New Administrators will receive a stipend (Allocation) for the first 1 year of employment with the Olympia School District
 - o \$1,000 for a mentor
- Mentors will be selected in consultation with the Executive Directors of Elementary and Secondary Education and new administrators.
- This allocation may be extended into further years in consultation with and the approval of the Executive Directors of Elementary or Secondary Education.

Support Package for Administrators of Color

- In order to help diversify our administrative ranks and support new hires, in addition to the standard TOPA professional development allocation, new administrative hires of color may receive a one time \$1,500 allocation upon hiring to pay for specialized support. It is intended to recognize the unique challenges that are faced by administrators of color in our district.
 - The funds may be allocated for mentoring support services.
 - Additionally, the money can be used for conferences, books, consultation fees, etc.
 - This allocation may be extended into further years in consultation with and the approval of the Executive Directors of Elementary or Secondary Education.

Membership Dues

The District will pay membership dues for each Building Administrator in the Association of Washington School Principals. In addition, the District will pay membership dues for each Building Administrator in other professional associations in an amount not to exceed \$200 per year.

ARTICLE VI: TRAVEL

A. Each Building Administrator is required to provide a vehicle for job-related travel.

B. The District will reimburse Building Administrators for travel directly related to the administrator's assigned duties; but travel to and from work is not reimbursable. Travel reimbursement will be paid at the IRS reimbursable rate and implemented in accordance with Board policy. Reimbursement shall not be considered a building expense.

ARTICLE VII: LEAVES

SICK LEAVE

At the beginning of each school year each employee covered by this Letter of Understanding shall be credited with an advanced sick leave allowance of twelve days. In the event of illness of an employee or the employee's minor children, the appropriate deduction will be made. Sick leave shall accumulate to the statutory limit. Individual employees may donate up thirty-six hours of sick leave each year in accordance with applicable state regulations. Donations may be made by completing a Shared Leave Transfer Form.

In the event of absences due to illness, accident or temporary disability of a member of the immediate household or other members of the immediate family, a person in the custodial care of the employee, the adoption of a child, or paternal care of a new born, the employee may use emergency leave under the provisions of the district Emergency Leave Policy/Procedure (4141.2 and 4141.2P). Emergency leave for these purposes is limited to a cumulative three weeks in a school year. Immediate family is defined as employee's spouse, children and parent(s).

In the event of an emergency an employee may apply for emergency leave, either in advance or retroactively and such leave may be granted only if:

The problem has been suddenly precipitated or is of such nature that pre-planning could not have relieved the necessity for the employee's absence.

The problem is serious and not one of minor importance or mere convenience.

Leave granted under this policy shall be for an emergency that necessitates an employee's absence. Application for emergency leave under this section shall be made in writing to the Personnel Director.

In January of the year following any year in which a minimum of sixty days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four full days of accrued leave for illness or injury in excess of sixty days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four days for every one day's monetary compensation: Provided, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one day per month. Each employee shall be given an accounting monthly of sick leave entitlement.

At the time of separation from District employment due to retirement or death an employee eligible under current state regulations or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full days accrued leave for illness or injury: provided, that an employee shall be entitled to all the benefits conferred by this section as provided by law. Any former employee, upon return to employment with the District, shall be credited with the balance of unused sick leave accumulated at the time of termination of employment with the District.

DISABILITY LEAVE

Any employee covered by this Letter of Agreement shall be entitled to use sick leave for a temporary disability. Written notification of need for sick leave for the purpose of a temporary disability shall be made at least three weeks prior, if possible, to the date of intended absence. Sick leave may be used for the period of actual disability and recovery. An employee exhausting sick leave may request an unpaid leave of absence.

JURY DUTY AND SUBPOENA LEAVE

A leave 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 administrator's salary. The administrator shall notify the District when notification of serve on jury duty is received.

LEAVE FOR PERSONAL HEALTH AND/OR FAMILY HARDSHIP

Upon recommendation of the Superintendent, the Board of Directors may grant a leave of absence without pay for up to one year for restoration of health (based upon a physician's recommendation) of the alleviation of hardship involving themselves or their immediate families. The leave shall be concurrent with leave provided/or under the Family Medical Leave Act.

Leave requests for child adoption or childcare shall be covered under this policy. Leave requests beyond one year shall be considered on a year-by-year basis.

Administrators granted such leave will be re-employed at the beginning of the contract year following the year in which the leave was granted or at an earlier date if convenient to the District.

LONG TERM LEAVE

The Board of Directors upon the recommendation of the Superintendent may grant administrators with three years of experience in the District a professional leave of absence without pay. Such leave may be granted for professional study, educational travel, exchange service in a foreign country or for work in a field which is contributory in specific skill and subordinate to the employee's work assignment.

The District is obligated to re-assign the administrator on professional leave to a certificated position, not necessarily as a Building Administrator, upon written request received by the District. The administrator on leave shall maintain the appropriate place on the salary schedule applicable to the position. A year of experience will be recognized for each year of exchange service.

EMERGENCY LEAVE

In the event of an emergency, an administrator may apply for emergency leave, either in advance or retroactively, for a contingency not provided for by statute or other District policies. Such contingencies shall include accidents which prevent the employee from reporting to work, serious damage to personal property when the employee's absence is necessary to prevent further damage or similar emergencies which make it impossible for the employee to report to work. Emergency leave may be granted if:

- 1. The problem has been suddenly precipitated or is of such nature that pre-planning could not have relieved the necessity for the employee's absence.
- 2. The problem is serious and not one of minor importance or mere convenience.

Leave granted under this policy shall be for an emergency that necessitates an employee's absence. In the event a supervisor grants permission for an administrator to leave early because of an emergency, the administrator will not be required to submit a written request for leave.

BEREAVEMENT LEAVE

Up to five (5) days of bereavement leave with pay will be granted for each occurrence of death in the employee's or spouse's immediate family.

One day will be granted for bereavement for a person of close personal ties. The Personal Director shall consider extensions of leave for up to four days.

ARTICLE VIII: LEGAL AND LIABILITY COVERAGE

The District agrees to defend, hold harmless and indemnify, the Building Administrator and spouse for any and all demands, claims, suits, actions, and legal proceedings brought against the Building Administrator for incidence arising while acting in good faith within the scope of his/her employment.

ARTICLE IX: DURATION AND ADMINISTRATION OF AGREEMENT

- A. Upon the request of either party, the TOPA 5 and the Superintendent, or their designees, shall meet to discuss the administration of this Letter of Understanding or other concerns.
- B. In the event that any of the terms of this Letter of Understanding shall be found contrary to or inconsistent with individual contracts between Building Administrators and the District, the terms of this Letter of Understanding shall be controlling.
- A. If any provisions of this Letter of Understanding are found to be contrary to law, such provisions shall not be applicable, performed or enforced except to the extent permitted under law.
- B. The duration of this agreement shall be from July 1, 2021 to June 30, 2023.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal.

Attest.						
For The Olympia Principals' Association	For the Olympia School District					
By:	Ву:					
Sean Shaughnessy, TOPA Lead	Patrick Murphy, Superintendent					
Date:	Date:					

APPENDIX A

Attact.

OLYMPIA SCHOOL DISTRICT BUILDING ADMINISTRATORS' SALARY SCHEDULE

2021-22 Salary Schedule								
	1	2	3	4	5	6	6 20*	
HIGH SCHOOL PRINCIPAL	\$147,369	\$150,478	\$153,653	\$156,895	\$160,206	\$163,586	\$167,038	
HIGH SCHOOL ASST PRINCIPAL	\$128,758	\$131,475	\$134,249	\$137,082	\$139,974	\$142,928	\$145,943	
MIDDLE SCHOOL PRINCIPAL/Avanti/ORLA	\$137,695	\$140,601	\$143,567	\$146,596	\$149,690	\$152,848	\$156,073	
MIDDLE SCHOOL ASST PRINCIPAL/ORLA VP	\$123,430	\$126,034	\$128,694	\$131,409	\$134,182	\$137,013	\$139,904	
ELEMENTARY PRINCIPAL	\$130,477	\$133,230	\$136,041	\$138,911	\$141,842	\$144,835	\$147,891	
ELEMENTARY ASST PRINCIPAL	\$114,952	\$117,377	\$119,854	\$122,383	\$124,965	\$127,602	\$130,294	

2022-23 Salary Schedule							
	1	2	3	4	5	6 20*	
HIGH SCHOOL PRINCIPAL	\$151,790	\$154,992	\$158,263	\$161,602	\$165,012	\$168,494	\$172,049
HIGH SCHOOL ASST PRINCIPAL	\$132,621	\$135,419	\$138,277	\$141,194	\$144,173	\$147,216	\$150,322
MIDDLE SCHOOL PRINCIPAL/Avanti/ORLA	\$141,826	\$144,819	\$147,874	\$150,994	\$154,180	\$157 <i>,</i> 434	\$160,755
MIDDLE SCHOOL ASST PRINCIPAL/ORLA VP	\$127,133	\$129,815	\$132,554	\$135,351	\$138,207	\$141,123	\$144,101
ELEMENTARY PRINCIPAL	\$134,391	\$137,226	\$140,122	\$143,079	\$146,097	\$149,180	\$152,328
ELEMENTARY ASST PRINCIPAL	\$118,400	\$120,899	\$123 <i>,</i> 450	\$126,055	\$128,714	\$131,430	\$134,203

^{*20} Year Longevity Stipend is included on salary schedule as Step 20

Additional Doctorate Degree Stipend of 2% of employee's base salary is not included on salary schedule

APPENDIX B

Leadership Funds Approval Form

TOPA/District

ARTICLE VI LEADERSHIP FUNDS

For July 1, 2021 through June 30, 2022 the District will provide each Building Administrator with \$2000.00 cumulative to a total of \$4000 to be used at the Building Administrator's discretion for the following:

- Conferences, Classes, or Workshops
 - Travel, registration, tuition, clock hours, and other allowable related costs.
- District equipment for principals to fulfill administrative professional responsibilities.

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Estima	ated Cost							
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REQUE	ST JUSTIFICAT	ION						
Disease	f f	ach additional infor						
Please	Approved	ach additional infor	rmation:	Г	Denied			
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SIGNATURES: Signatures acknowledge that this form was discussed and reviewed.								
Princi	Principal Date		Executive Director				Date	

^{*} This request meets the criteria outlined in ARTICLE VI (page 5) of the TOPA LOU

^{*} Forms will be submitted to supervisors by email. Once submitted the form needs to be approved within 72 hours. If not approved within the 72 hours, the building administrator may move forward with the purchase.

^{*}All submitted forms will be sent to TOPA Lead after approval/denial of the request.