



COLLECTIVE BARGAINING AGREEMENT

between

CHENEY EDUCATION ASSOCIATION

and

CHENEY SCHOOL DISTRICT NO. 360



September 1, 2024 – August 31, 2027

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ARTICLE I - ADMINISTRATION

Section 1 Preamble

This Agreement is entered into by and between the Cheney School District No. 360, hereinafter called the "District," acting by and through the Board of Directors, hereinafter called the "Board," and the Cheney Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the District and the Association share the goal of providing optimal educational opportunities for the children of this District, and

WHEREAS, the achievement of that purpose can only be realized through the employment of qualified and dedicated educators who earnestly accept their responsibilities and whose rights and needs are acknowledged by the District, and

WHEREAS, the achievement of that purpose can only be realized when teachers and other educators contribute their particular professional experience in a meaningful way to the policy-making and program-building process, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement which follows.

Section 2 Recognition

The Board recognizes the Association as the exclusive bargaining representative for all regular, full-time and part-time contracted, certificated employees except for the following exclusions:

- Superintendent
- Assistant Superintendent
- Principals and Assistant Principals
- Administrative Directors and Coordinators
- Confidential employees as defined by law
- Supervisory employees as provided in RCW 41.59.020
- Substitute personnel—except as defined in Article IV, "Substitute Teachers," of current Agreement

Section 3 Conformity to Law

This agreement shall be governed by and construed according to the laws of the state of Washington. If any section, subsection, sentence, clause or phrase of this Agreement will for any reason be held to be unlawful by a local, state, or federal body with the authority to so rule, such decision will not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement, but they will remain in effect, it being the intent of the parties that this Agreement will stand notwithstanding the invalidity of any part.

Section 4 Distribution of Agreement

30 days after both sides ratify and sign this Agreement, entitled "Collective Bargaining Agreement between Cheney Education Association and the Cheney School District No. 360," it will be made available online. The Association will distribute copies to members upon request.

ARTICLE II - BUSINESS

Section 1 Association Rights

The District will make available to the Association a roster of all bargaining unit members by September 15 and inform the Association within two days of Board approval of new hires.

After September 15, the District will provide the Association a roster of all employees on a monthly basis by the 15th of each month.

The Association will be able to meet with new employees within 30 days after their start date for up to 60 minutes. These meetings may take place during regular work hours. Such visitations will neither interfere with nor interrupt normal school operations.

Section 2 Association Membership

Deduction of Dues

Upon receipt of a written Dues Deduction Authorization and assignment from a bargaining unit employee, the District will make the appropriate payroll deduction as certified by the president of the Association and will transmit the monthly dues to the designated officer of the Association. Any change in the rate of membership dues shall require at least 30 days written notice to the business office.

The Association shall indemnify and hold the District harmless against all claims, demands, suits, or other forms of liability that may arise out of the District deducting dues under this section.

Washington Education Association (WEA) will be the custodian of the records related to dues authorizations and revocations. WEA agrees that as the custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of those records.

Per RCW 41.59.060, an employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to the WEA. If the employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the request to the WEA. The employer shall rely on information provided by the WEA regarding authorization and revocation of deductions.

Revocation of Membership

It is understood and agreed that the dues deduction system is for the collection of dues only. Employees who wish to revoke the Dues Deduction Authorization may do so only upon written notice to the Washington Education Association.

Section 3 Association Use of District Communications and Facilities

The Association will have the use of interschool mail facilities and District email for distribution of Association communications so long as such communications are identified as Association materials and a courtesy copy is given to the Superintendent's designee. Materials distributed and posted will conform to law and will reflect reasonable respect for the District, its management and its non-bargaining unit employees.

The Board, Administration, or School District will not assume the responsibility of, or any liability for, notices posted or to be delivered for Association purposes.

The Association and its members will have the use of school building facilities for Association meetings at reasonable times provided that such meetings do not interfere with the normal school operation.

The District will make available to the CEA mutually agreed upon office space for a \$75 monthly fee. Additions to the space of items such as furniture, file cabinets, phone lines, all maintenance, and any other expenditures are the sole responsibility of the CEA. This arrangement may be cancelled by the District at any time with a 90 day notification to the CEA.

Materials and equipment may be used provided the District is reimbursed for expendable materials. The Association will have the use of a bulletin board in the staff room of each building in the District.

Reasonable financial information requested by the Association will be furnished to the Association by the District.

Any officer or authorized representative of the Association so designated by the Association will have the right to visit District buildings, individual educators or groups of educators represented by the Association. Such visitations will neither interfere with, nor interrupt normal school operations. In all instances, the authorized representative or representatives will notify the principal that they are on Association business.

Section 4 District Rights and Responsibilities

The District retains all rights that ordinarily vest in and have been exercised by the District as an employer hereunder. These rights will continue to vest exclusively in the District and be exercised exclusively thereby without prior negotiation with any bargaining representative. Subject to the provisions of RCW 41.59 and this Agreement, the District will continue to exercise these rights that will include, but not be limited to:

1. Maintain its legal policy-making authority and will not abrogate it to any elective or appointed group or association.
2. Manage and control the District, its facilities, and its operations and to direct the working forces and affairs of the District.
3. Determine assignment, reassignment or transfer by the Board of Directors of the District or its delegated administrative authority.
4. Determine the services, supplies, and equipment necessary to continue its operations and determine the methods, schedules and standards of operational production, the means, methods and processes of carrying on the work, including contracting out or automation thereof or changes therein.
5. Adopt, put into effect and enforce reasonable rules, procedures and regulations relating to school policy.
6. Determine the qualifications of employees.
7. Determine the number and location or relocation of buildings, offices and facilities, layout and equipment, and the work areas.
8. Determine the placing of operation, production, service, maintenance or distribution of work with contractors and the source of materials and supplies.
9. Determine the policy affecting the selection of employees.

Section 5 Labor Management Meetings

The Superintendent and up to six (6) designees and the Association President and up to six (6) designees will meet regularly throughout the school year to discuss current school problems, practices and concerns. Additional persons may, by mutual agreement, attend these meetings on an as needed basis. It is the intent of the parties that problems arising relative to the administration of this Agreement will also be discussed at these meetings.

ARTICLE III - SALARY AND BENEFITS

Section 1 Contracts and Provisions for Salaries

Certificated Staff Contracts

There will be an individual contract for regular assignments in conformity with Washington State law and policies, this Agreement, rules and regulations of the District and State Board of Education.

All teacher positions in the District will be filled by certificated employees under contract with the District. Replacement contracts will only be used to replace an employee on District -approved leave of absence for a determined period of time. Exceptions to this clause may occur upon agreement between the District and Association as a result of labor-management discussion.

Release from Contract

Employees will be released from contract if a letter requesting release is received in the human resources office by the end of the day (4:00 p.m.) on the last day of school. After the last day of school, each request will be determined on its own merits. The needs of the District, the availability of an adequate and timely replacement, and the continuity of the educational program offered to students shall receive primary consideration in the District's decision.

General Provisions for Certificated Staff Salaries

1. Employees will be placed on the appropriate step of the Cheney Public Schools Certificated Salary Schedule (salary schedule) according to years of experience and education earned. Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Appendix A.
2. The normal contract year will be stated on the salary schedule in days or required service to the District.
3. Salary schedule placement will be in accordance with the following criteria:
 - A. Evidence of experience prior to the current school year as a certificated staff member in this District or another, based on FTE of positions held.
 - B. Evidence of credits earned prior to October 1st of the current school year from an accredited college or university, as accepted by the State of Washington.
 - C. For newly employed certificated staff members, placement in the appropriate column for education attainment will be determined by the number of quarter-hour credits acquired after attainment of a Bachelor of Arts/Science Degree, or credits that apply toward the appropriate certificate or related job experience in vocational education if the college recognizes such job experience as credit toward a vocational education or appropriate certificate.
 - D. Credits earned beyond the BA/BS degree will be reported by completing the state-determined credit approval process. Human Resources must verify that the content of the courses meet one or more of the state-defined criteria. Only credits accepted by the Office of Superintendent of Public Instruction (OSPI) are approved for placement on the salary schedule (Appendix A).
 - E. Credits will be reported by means of an official transcript to Human Resources by October 1st of the year earned in order to count toward the current year's salary. In the event the granting university/college does not provide an official transcript prior to October 1st, a letter of completion from the university/college attesting that the work was completed prior to October 1st will suffice until a final transcript is available. Payment for credits will not be processed until transcript is received. Transcript must be received no later than October 10th to apply to current year's salary schedule. The employee assumes all responsibility to ensure that transcripts

and/or verification of employment are received in Human Resources. Should audit or other state requirements find exception to this provision, this section will necessitate further discussion on payment between the District and the Association.

- F. Placement will be calculated based on cumulative FTE of positions held for each prior year of qualified. No employee may earn more than 1.0 FTE in any given school year. Unpaid leave may affect annual FTE.
 - G. The monthly salary payments will be spread evenly over the fiscal year (Sept 1-Aug 31), based upon months worked. Employees who work the entire school year will have payments spread evenly over 12 months.
 - H. The District will recognize military service if an individual's certificated teaching career was interrupted.
4. The salary schedule will be contained in Appendix A attached hereto and by reference incorporated herein.
5. A. The salary for full-time physical therapists will be equivalent to the amount listed on the salary schedule for Certificated Instructional Staff for staff members with 16 or more years of service, MA+90 or PhD. Salary for part-time physical therapists will be prorated based upon FTE. This agreement has been made as a result of difficulty hiring and retaining qualified physical therapists.
- B. The salary for full-time occupational therapists, psychologists, speech language pathologists, and registered nurses will take into consideration up to 10 years of comparable private-industry experience. Salary for part-time occupational therapists, psychologists, speech language pathologists, and registered nurses will be prorated based upon FTE. The agreement has been made as a result of difficulty hiring and retaining qualified occupational therapists, psychologists, speech language pathologists, and registered nurses.
- C. For non-school experience to count, employees must have worked in paid positions that directly relate to the position held in Cheney School District and must align with the ESA endorsement content area. For the purpose of computing a year of experience, a full year will be deemed to be 2,000 or more hours within a twelve (12) month period, up to one (1) year maximum per fiscal year, defined as September 1st - August 31st. Experience may be pro-rated and placement on the salary schedule would then follow the rules for placement of part-time employees.

In order to apply changes to their placement on the salary schedule for the 2024-2025 school year the OTs, SLPs, nurses and psychologists must provide documentary evidence verified by the prior employer(s) to Human Resources by November 1, 2024. Any approved changes to salary placement will be retro-actively applied to the first day of the 2024-25 school year.

6. Supplemental Contracts

Responsibility stipends, PLC stipends, teacher leadership stipends, and co-curricular stipends are contained in Appendices B attached hereto and by reference incorporated herein.

- A. All supplemental contracts are for one year, with an option for a second year, with supervisor approval.
 - i. Employees holding these positions will receive notification of contract completion as soon as possible.

- ii. Employees interested in continuing in the position for a second year will discuss the option with the supervisor prior to the last day of school. If approved, a supplemental contract will be received prior to the first payment being issued.
- B. Available positions will be announced to all building certificated staff.
- C. Staff may apply via email indicating interest and skills.
- D. The supervisor will interview candidates and select a certificated staff member to fulfill the role. If no building certificated staff members are interested, the position will be announced to district certificated staff, and then to other staff and community members.

Section 2 Salary Differentials

A teacher who spends extra time doing work beyond his/her normal workload as approved by the Superintendent/designee will be paid a differential while he/she performs that extra work.

A teacher who spends extra time doing contracted work beyond the normal work year will be paid the per diem rate (see Appendix B-1, Additional Days). The per diem rate is the employee's base salary divided by 180 (the number of days in the regular work year).

Section 3 Payroll Deductions

Employees will be compensated by direct deposit in accordance with the provisions of this Agreement. The pay statements will be itemized, and it is the employee's responsibility to review their monthly pay statement via Employee Access. Printed pay statements, W2s, and 1095s, will not be distributed.

Payroll deductions will be made from regular warrants according to federal and state governing laws and as specified in this Agreement. Deductions will also be made, when requested by the individual employee, for those programs recommended by the Association, and authorized by the District.

1. On or before August 25th of each school year the Association will give written notice to the Human Resources Director of the dollar amount of dues and assessments of the Association including the National Education Association and the Washington Education Association, which dues and assessments are to be deducted in the coming school year under payroll deduction. The total for these deductions will not be subject to change during the school year.
2. The District agrees to promptly remit directly to the Washington Education Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made. The District will notify the Association of any changes in said list due to teachers entering or leaving the employ of the District as soon as the information is available.
3. Deduction of Association dues: See Article II, Section 2 – Association Membership, Deduction of Dues.
4. The District agrees upon employee request to make payroll deduction payments to approved credit unions and other approved institutions.
5. The District will provide for automatic payroll authorization as outlined in this section and will, without exception, perform said service. However, the Board assumes no obligation, financial or otherwise, arising out of the provisions of this section, and the Association and/or educator covered by this Agreement will indemnify and hold the Board harmless for any and all claims, grievances, awards, suits, attachments, or other proceedings arising out of, or by reason of, any action taken by the Board for the purpose of complying with any of the provisions of this section.

Section 4 Early Notification of Retirement

Employees who plan to retire at the end of the school year may earn two (2) additional per diem days to be utilized for cleaning out their classroom/office space if they notify the District of their intent to retire by February 15th of that school year. The time will be paid via per diem sheet in July payroll upon administrator verification of completion.

Section 5 Staff Protection Policy

The staff protection policy will be applicable to employees employed by the District. Any employee who is threatened with bodily harm by an individual or a group while carrying out his/her assigned duties will immediately notify his/her building principal or supervisor. If the threat of bodily harm is from a student or group of students, that student or group of students will immediately be removed from the employee's classroom. The principal or supervisor will notify the Superintendent's office at the earliest possible time.

The Board will protect employees by purchasing public liability insurance in the amount of \$5,000,000 per occurrence. This will be accomplished by the purchase of a standard comprehensive bodily injury and property damage liability contract. It is further agreed that the Board will not subrogate its rights to the insurance carrier for any claim paid as a result of a loss occurring while the employees are acting within the scope of their duties as employees, whether such duties were expressed in the employment contract or implied because of the nature of employment, or whether such duties were performed during regular duty hours or for extracurricular activities outside of the regular duty hours.

The District will not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to the employee's willful negligence, violation of law, or criminal act as determined by a court of law.

An educator whose personal property is damaged or lost while performing his/her duties for the District may apply for reimbursement of costs, repairs, or replacement within the limits of the District's personal property insurance. This does not cover items stored in the school buildings overnight.

Section 6A National Board Certification Support

The District will provide 1 day of release time during the completion of the initial National Board certification process.

The District will provide the following support to candidates for the National Board for Professional Teaching Standards:

1. Use of digital video recording equipment.
2. Use of copy machine and supplies.
3. Help with video recording.

Section 6B Certification Support

Any teacher requested by the District to take additional course work and who chooses to do so, will be fully reimbursed for the cost of all credit and required textbook/related materials.

Section 6C New Certified Staff Funds

The District will provide a one-time \$400 per FTE reimbursement to new employees with one year or less previous teaching experience to support initial classroom setup and supply needs. Does not apply to partial year

leave replacement contracts. Employees must submit for the full reimbursement at one time on an Expense Voucher (form #503B) between September 1st and May 30th. Funds are not eligible for carryover.

Section 6D Professional Development and Supply Allocation Funds

The District will provide \$700 per employee (this section excludes less than full-year leave replacement employees and long-term subs) for reimbursement of the following:

1. Classes, conferences and/or workshops attended within a year of request;
2. Purchase of work-related materials, excluding technology items that will require network access without prior written consent from the Technology Director (no gift cards may be purchased with these funds for any reason);
3. Certification Support, within one year of request.

Employees must submit for reimbursement on an Expense Voucher (form #503B), up to two times per year. The business office must receive accurate, fully-completed forms and all supporting documentation between September 1st and the last business day of June, or submit for carryover of the full allocation by February 1st each year by submitting form (form #503B). The form (503B) must be filled out electronically to ensure accuracy. The form should then be printed and submitted with original, itemized receipts. A Food and Beverage form (form #753) must be included with food and/or beverage purchases. Forms must be received by the business office on or before February 1st to be eligible for carryover. Funds may only be carried over once every two years.

Section 7 Hourly Rates

An hourly rate of \$30 will be established for various duties as referenced in this Agreement for work outside the professional responsibilities outlined in Article IV, Section 17. All hours are submitted on a yellow timesheet.

Employees will be paid their hourly per diem rate (up to \$40) when requested by an administrator to facilitate professional work outside the regular workday.

Section 8 Group Insurance

1. Allocation: Monthly insurance benefits will be equal to the amount allocated for this purpose by the state legislature.
2. Basic Benefits are defined as dental, vision, life and accidental death and dismemberment, long-term disability and medical insurance. Other forms of insurance and benefits include: supplemental life and accidental death and dismemberment, supplemental long-term disability, Medical Flexible Spending Arrangement (FSA), Dependent Care Assistance Program (DCAP), Health Savings Account (HSA), and SmartHealth (wellness program).
3. The open enrollment period for the School Employees Benefits Board (SEBB) will be set by SEBB in the fall of each year. Options may not be changed after the enrollment period of each year unless there is a qualifying event, or such change is mandated by federal or state law.
4. All eligible part-time and full-time employees shall qualify to participate on an annual basis. Eligibility is based on working 630 hours during the school year, not counting paid holidays (special circumstances apply if any employee is hired after the start of the school year).

In the event that a provision of the above benefit program violates any law or regulation of the IRS or state law, the parties agree that any personal tax liabilities which occur from participation in the benefit programs provided herein shall remain solely with the subscribing individual(s).

Section 9A WA Paid Family & Medical Leave (PFML)

Paid Family and Medical Leave (PFML) is an insurance program funded through premiums paid by employees (via payroll withholding) and employers. PFML is fully administered by the Washington State Employment Security Department. Employees should contact Human Resources and/or visit www.paidleave.wa.gov for details.

Cheney School District requires PFML time away from the employer to be unpaid leave. Employees may initiate an application for PFML benefits through the Employment Security Department and shall notify the employer when applying. Eligibility is determined solely by the Employment Security Department. Employees should contact Human Resources and/or visit www.paidleave.wa.gov for details. See also Article V Leaves, Section 9 PFML, for more information.

Section 9B VEBA

The District shall provide, through its payroll system, the opportunity for the Association to participate in a VEBA plan. The VEBA plan will include options for sick leave conversion, monthly contributions, and/or cash out at the time of an eligible separation per state law. CEA membership will vote annually to adopt/renew the parameters of their Association's VEBA plan in conjunction with the contract year (September 1-August 31). The Association will be responsible for submitting final vote information on the appropriate form to Human Resources annually by September 10th.

Section 10 Tax Sheltered Annuities

The District will provide through its payroll system the opportunity for teachers to participate in approved tax-sheltered annuities. A list of approved TSA programs is available in the Human Resources Office.

Section 11 Mileage Reimbursement

An employee who is authorized by the Superintendent to use his/her personal car on District business will be compensated at the Internal Revenue Service rate. The mileage will be validated by the employee's supervisor in accordance with regulations and procedures of the District. Employees are prohibited from using a District credit card for fuel when using his/her personal vehicle for business purposes. Claims beyond 90 days will not be reimbursed per School Board Procedure No. 6213.

Section 12 Career Days

Beginning with the 27th year of teaching experience (authenticated by Washington State Retirement System) each employee will be allotted 4 discretionary per diem days annually. This can be exercised 3 times during his/her career, for a maximum of 12 days total throughout his/her career. These days will be claimed by submitting the time worked on the per diem timesheet.

ARTICLE IV - PERSONNEL

Section 1 Nondiscrimination

There will be no discrimination against any employee or applicant for certificated employment by reason of race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation, gender expression or identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal, or because of his/her membership in employee organizations or in his/her exercise of other rights under RCW 41.59.

There will be no discrimination against any employee in respect to assignment, promotion or condition of work due to position on the salary schedule, other professional factors being equal.

Section 2 Citizenship Rights and Responsibilities

Employees are encouraged to participate in a full range of citizenship activities. Anyone who seeks an elective office will be granted leave in accordance with the District leave policies.

Section 3 Civility and Compliance with Controversial Workplace Rules

The District and the Association recognize that National, State, and local laws, regulations, and ordinances impact and inform some of the workplace rules. The Association recognizes that District administrators are bound by law to enforce some workplace rules, even if they are controversial (e.g., COVID-19 rules). Similarly, the District recognizes that at times, legally required workplace rules may conflict with the personal beliefs or philosophies of Association members. As such, the District and the Association agree that when conflicts arise around controversial workplace rules, the employees and administrators involved will treat each other with mutual respect and dignity. Nevertheless, the District and Association also agree that an employee's refusal to comply with workplace rules, or an employee's display of disrespect or defiance in following such rules, constitutes grounds for disciplinary action.

Section 4 Employee Privacy

The District and the Association recognize that the private life of an educator is not within the appropriate concern or attention of the District for purposes of judging his/her professional performance and competency and continued employment status, except as it may directly prevent the educator from properly performing his/her assigned functions during the work day. The District and the Association recognize that serious violations of the law, which lead to conviction, should be addressed.

Section 5 Discrimination and Harassment

The Administration and the Association are firmly committed to having a positive educational and work environment that encourages respect, dignity, and equity for all.

Employees will be protected against discrimination or harassment. The District will follow state and federal law and take appropriate disciplinary action when an employee files a complaint that he/she has been subject to discrimination or harassment on the job.

The District will treat all such complaints or allegations with respect and confidentiality regarding the personal privacy of all concerned parties.

There will be no retaliatory action against anyone filing a good faith complaint of any type of discrimination or harassment.

Section 6 Employee Disciplinary Action

No employee will be disciplined without just and sufficient cause. The following will be the standard for determining just cause in discipline matters.

1. NOTICE: The employee had forewarning or foreknowledge of the possible or probable consequences of the employee's action.
2. REASONABLE RULE OR ORDER: The District's rules and policies are reasonable.
3. INVESTIGATION: The District will make an effort to discover whether the employee did violate or disobey a rule, policy, or order before disciplining.
4. FAIR INVESTIGATION: The District's investigation will be conducted fairly and objectively.
5. EVIDENCE: During the investigation, the District will attempt to obtain evidence to discover if the employee did engage in misconduct.
6. EQUAL TREATMENT: The District will apply its rules, orders, and penalties even-handedly and without discrimination.
7. RESOLUTION: The discipline administered by the District will be reasonably related to the seriousness of the employee's offense, and in appropriate circumstances, the District may consider other relevant conduct of the employee.

Discipline Process

An employee will be notified within 10 work days when an allegation of professional misconduct is made known to an administrator. The specific grounds forming the basis for an investigation will be made available to the employee and the Association President in writing.

If the employee is not able to safely attend meetings at the school or district administration building due to emergency closure or other catastrophic event, the meeting may be held virtually as mutually agreed upon via Zoom or through other appropriate electronic system that allows for multiple persons to be seen and heard together, and also allowing for a private virtual room for the employee and their union representative to converse privately and confidentially if the employee and his/her representative request such a private conference during the investigatory meeting. This meeting shall not be recorded without the express written permission of the employee and his/her union representative.

An administrator will conduct a thorough and fair investigation of the allegation. The employee will be entitled to have a representative of the Association present during any meeting that might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no action will be taken with respect to the employee until such representative of the Association is present. In order to be timely, the District and the Association acknowledge a need for flexibility to assure that the employee, his/her representative, and the administrator are all available to meet.

Upon completion of an investigation, an administrator will schedule a meeting with the employee to share the results of the investigation. If disciplinary action will be administered, written notification will be provided to the employee and the Association President.

The District agrees to follow a policy of progressive discipline, and any disciplinary action administered to an employee will be appropriate to the behavior or situation that precipitates the action. Progressive discipline normally includes verbal warning, written warning, written reprimand, suspension, or discharge. The District may bypass steps of the progressive discipline process when the severity of employee conduct so warrants.

Any employee may request that a disciplinary notice be removed from his/her file after 3 years. If there is no documentation of a reoccurrence at the end of 3 years of date of entry and if within the legal requirements of record keeping, such derogatory material will be removed from the personnel file at the request of the employee. The District maintains final authority in this matter. The District will not be arbitrary or capricious in its decision(s).

It is agreed that disciplinary matters pursuant to this provision may be subject to the grievance procedure contained in this Agreement. In matters involving adverse contract changes as a result of progressive discipline, including discharge and non-renewals, affected employee will use appeal procedures provided in applicable statutes rather than the grievance procedure. The District, Association and individual(s) involved may mutually agree to an alternative procedure. Provisional employees will be governed by 2024 - RCW 28A.405.220.

Right to Face Complainant

Employees have the right to face a complainant.

Unfounded Allegations

When the District investigates an allegation of misconduct by an employee, and chooses not to reprimand or discipline or take adverse action against the employee, all documents regarding the allegation will be destroyed within 30 calendar days of the conclusion of the investigation, unless otherwise required by law.

Section 7 Employee Personnel Files

1. Materials placed in the employee's District personnel file after his/her election by the Board to a position with the District will be available for review by the employee at a mutually agreeable time.
2. College or university credentials that are retained by the District will be subject to review by the employee.
3. The Board and its administrative agents will maintain a single personnel file on all District employees covered by this Agreement. This will not prohibit use of anecdotal material in preparation of employee evaluations. The anecdotal materials used for evaluation preparation by the District will be destroyed at the close of each school year, except in the case where:
 - A. A certified support person or counselor receives a Needs Improvement (NI) in one of the 5 evaluation criteria for 2 consecutive years, or an Unsatisfactory (U) in one of the 5 evaluation criteria in any year, or
 - B. A classroom teacher with more than 5 years of experience receives a summative evaluation score of Unsatisfactory or Basic, or a teacher with less than 5 years of experience receives a summative evaluation score of Unsatisfactory.
 - C. In such case, the observation reports that document the Needs Improvement or Unsatisfactory or Basic will be retained in the supervisor's working file until the employee obtains a Satisfactory under that criterion. When these reports are retained, the employee will be given a copy.
4. Materials reviewed by an employee and judged by him/her to be derogatory to his/her conduct, service, character, or personality may be answered and/or refuted by him/her in writing. Such written response will become a part of his/her written personnel records.
5. Each employee will be notified prior to including information in his/her personnel file that questions his/her professional ability or status. For yearly or special teacher evaluations, the notification is the conference with the supervisor.

6. The employee will be notified within 7 calendar days of the placement of any derogatory material in his/her personnel file. Notification will be done via a "cc" on the derogatory document and a copy to the employee. Any such material that the employee has not been notified of in a timely fashion as referenced above will not be used in any disciplinary action.
7. If there is no documentation of a reoccurrence at the end of 3 years of date of entry and if within the legal requirements of record keeping, such derogatory material will be removed from the personnel file at the request of the employee. The District maintains final authority in this matter. The District will not be arbitrary or capricious in its decision(s).

Section 8 No Smoking

In compliance with state law, no employee may smoke any kind of lighted pipe, cigar, cigarette, or any other smoking equipment or material or use tobacco products in or on District property. Employees who violate this contract provision are subject to discipline, as outlined in Section 5 above.

Section 9 Assignments, Transfers, and Vacancies

Definitions:

1. Assignment: An employee's placement in a building or program.
2. Reassignment: A change in an employee's assignment within a building to a comparable position due to staffing and/or program needs.
3. Discontinued Position: A position that is no longer required because of student enrollment, building or other related educational needs.
4. Transfer: The movement of an employee from one building or program to another.
 - A. Voluntary - A transfer initiated by the employee and agreed to by the District.
 - B. Involuntary - A transfer initiated by the District.
5. Comparable Position: A position that is the same in FTE and certification requirements.
6. In-District Vacancy: A building or program position that is available to employees after reassignments.
7. Vacancy: A building or program position that is available to qualified applicants.
8. District Seniority: Seniority will be calculated by actual time spent in the Cheney School District, minus voluntary leaves, resignations/rehires, and other employee-initiated time away. Both partial year and partial contract, for this section, will be figured in increments of 0.5; i.e., any time less than half time will be rounded to 0.5, and any time over half will be rounded to 1.0.
9. Provisional Status: As defined by law.

The assignment and transfer of an employee directly affects his/her satisfaction and effectiveness. Assignment and transfer should match the employee's qualifications in the areas of training, experience and personal preference.

The Superintendent or his/her designee is responsible for all assignments and transfers. In the determination of assignment and transfers, the Superintendent or his/her designee will consider the employee's training, experience, personal preference and the best interests of the District. A record of the date and type of transfer will be sent to the employee, with a copy to the employee's personnel file.

Section 10 Teacher Assignment

The Superintendent or his/her designee will assign all newly appointed teachers to their specific positions in accordance with the regulations of the State Board of Education within their major or minor fields of study and/or qualifications in their specialty area. The Superintendent or his/her designee will give notice of assignments to newly appointed teachers as soon as practicable and, except in cases of emergency, or employment at a later date, not later than June 15th.

All elementary teachers presently employed will be given notice of their assignments for the forthcoming year as soon after May 15th as possible, but in any event, no later than the last day of school. All secondary teachers will be given notice of their assignments for the forthcoming year as soon after May 15th as possible.

A part-time employee may apply for an additional position, with the total of his/her assignments not to exceed a 1.0 FTE, so long as the additional position as posted is compatible with his/her current assignment(s), including daily schedule and travel time.

Additional FTE may be added to part-time continuing employees working 0.5 FTE or greater in the building without additional posting or interviews.

Section 11 Selection Teams

In the process of hiring new certificated employees, the District includes certificated employees to assist with the selection process.

CEA members will participate in training on the hiring process prior to participating on a selection team. The Human Resources Department will maintain and provide a "Hiring Guide" to all employees involved in the hiring process. The hiring process includes building/department screening, interviewing and input on the final candidate recommendation. This guide will include consistent hiring procedures to be used throughout the District. Participation on a hiring team is strictly voluntary. No additional compensation will be provided.

CEA members will participate in the selection teams of new administrators.

Section 12 Voluntary Transfers and Reassignments

Voluntary Transfers

As early as possible in the spring, the Superintendent or his/her designee will post known vacancies that will occur during the following school year. Vacancies will be posted electronically.

Said notice of vacancy or new position will clearly set forth the qualifications for the position and the procedures for applying. For positions posted prior to June 30th, the District will publicize within the bargaining unit for 3 business days the availability of vacancy or new position covered by this Agreement. The District may simultaneously post a position to outside candidates with Association approval.

Within 3 business days after the District has posted a vacancy, teachers must submit an application using the online system to indicate their interest in the position. Internal applicants meeting posted job qualifications, as determined by the District, will meet with the principal and/or representatives from the site prior to accepting the position.

To be eligible for transfer, the employee must:

1. Hold a continuing contract, either partial or 1.0 FTE,

2. Have certification or endorsement for the position sought,
3. One of the following:
 - A. Have received an overall “Proficient” or “Distinguished” on his/her 2 most recent final TPEP evaluations and pending a proficient evaluation in the current year;
 - B. Have received an overall “Satisfactory” on his/her 2 most recent final Support Personnel/Counselor evaluations and pending a satisfactory evaluation in the current year, and
4. No longer be on Provisional status with the Cheney School District.

If more than one qualified applicant applies, the individual with the most District seniority will be granted the transfer. If the applicants have equal District seniority, the transfer will be granted to the person with the greatest State seniority. If the applicants have equal District and State seniority, Distinguished status as of the certificated staff member’s most recent evaluation will be prioritized. If all other factors are equal, a coin toss will be administered.

Between July 1st and September 15th, all positions will be posted in and out at the same time, and internal applicants may apply and interview with external candidates for open positions.

Transfer into the following positions is restricted and is not subject to the voluntary transfer provisions and seniority as stated above. Employees seeking transfer into the restricted positions must apply and the top four candidates, as determined by the hiring team, will be guaranteed an interview with out-of-district candidates:

- Teacher on Special Assignment (TOSA)
- Student Support Services personnel
- Alternative Education personnel
- Academic Intervention Specialists (formerly Title I/LAP teachers)
- Special Education teacher
- School Counselor

Employees currently holding the restricted positions above maintain seniority rights for lateral transfers, e.g., Academic Intervention Specialist to Academic Intervention Specialist.

Transfer into a school counselor position is restricted. Counselors seeking transfer into another counseling position will be guaranteed an interview. If the applicant and the selection team agree to the transfer, the counselor will transfer into the open position. If the position is posted externally, qualified employees must apply and will be guaranteed an interview with out-of-district candidates.

If an employee decides to apply for a vacancy posted beginning one week before school begins and through the end of the school year, that employee, if awarded the transfer, will be transferred to that position at the conclusion of the current school year; provided such a transfer does not necessitate the involuntary transfer of an existing employee at the future site. A one-year-only replacement teacher will be hired to finish the year in the vacant position.

An administrative certificated, non-bargaining unit employee may apply in-district for any vacancy, using any bargaining unit District seniority as defined in this section; provided they meet the posted qualifications. Should such employee have no bargaining unit District seniority, all other eligible bargaining unit employees will be considered first.

Two positions per year, one elementary and one secondary, may be filled at District discretion, regardless of other provisions in this section. The District will notify the Association in writing when this provision is applied. The District and the Association may agree upon additional positions when sufficient vacancies are available.

Building Reassignments

Assignments and reassignments are the responsibility of the building administrator. Building administrators will consider volunteers when it is necessary to make reassignments before making involuntary reassignments. If positions remain unfilled, use of the voluntary transfer process outlined in this Section shall be utilized.

Building reassignments take place when a building, grade level, or content area is overstaffed. The principal may reassign staff members to any available comparable position within that building.

A comparable position at the elementary level is defined to include a K-5 general education classroom.

A comparable position at the middle school is defined to include a core teaching position, grades 6-8.

A comparable position at the high school is defined to include a position within a particular subject area (career and technical education, health and fitness, language arts, math, science, social studies, world languages, visual and performing arts). Movement between subject areas is based on a maximum change of 0.4 per year (2 class periods).

In the event there is no vacancy available in a building needing to reduce, and a position is available in another building, the following steps are taken in the building needing to reduce:

1. Volunteers will be sought to move.
2. If no one volunteers, the teacher with the least District seniority (K-5 by grade level, 6-8 and 9-12 by subject area) will be involuntarily transferred. If a tie exists, the person with the least State seniority will be involuntarily transferred. If a tie still exists, a coin toss will be administered.

Student Support Services Assignment

EL Teachers, SLPs, School Psychologists, OTs and PTs will have input into assignment and distribution for the school year. Decisions will not be made in an arbitrary, capricious, or retaliatory manner. Assignments will be made based on equitable site distribution, when making assignments, the District will make every reasonable effort to minimize the number of sites served by an individual employee and will consider the distance between buildings. Every reasonable effort will be made to provide individual assignments for the upcoming school year at the end of the current school year.

Section 13 Involuntary Transfers and Reassignments

Qualified voluntary transfers will be sought before any employees are involuntarily transferred.

Notice of an involuntary transfer will be given to teachers by May 15th except in cases of emergency. Qualified continuing contracted employees will be involuntarily transferred to a comparable position to ensure their continued employment and/or to meet the program needs of the District. An employee will not be involuntarily transferred more than once in a 4-year time period. When an involuntary transfer is made:

1. Reverse District seniority will govern. The individual with the least District seniority will be involuntarily transferred. If a tie exists, the person with the least State seniority will be involuntarily transferred. If a tie still exists, a coin toss will be administered.

2. The involuntary transfer status will be in effect for one school year, after which time the employee may return to the former position, if available.

If the former position is not available, the employee will have priority access to posted positions 2 grade levels above or below the former position at the elementary level, or content area at the secondary level.

Employees who have been involuntarily transferred to a majority assignment in which they have not previously taught or are not endorsed, will be provided assistance (in the form of reimbursement for college courses or District in-service suggested and approved by the District) in meeting the needs of the involuntary transfer.

Involuntarily transferred employees will be provided with the following special considerations:

1. A meeting with the Superintendent or designee and immediate supervisor to explain the reasons for change with Association representative present.
2. Custodial assistance as reasonably needed to facilitate the move.
3. At least 10 working days advance notice prior to the move unless an emergency exists, such as balancing class loads at the beginning of the year/trimester. If less than 10 working days' notice is provided, a substitute teacher will be hired for 3 days to work with the teacher. The involuntarily transferred teacher will direct the use of the substitute.
4. When an employee is involuntarily transferred after the end of a school year, the transferred employee may work 2 additional days at the employee's per diem rate (submitted on a timesheet), for the purpose of moving to the newly assigned location.

Section 14 Auxiliary Personnel

Non-certificated personnel may be used to supplement or enrich programs but will not be used to supplant certificated personnel.

Non-certificated personnel work under the direction of certificated personnel as assigned by the site supervisor. Certificated personnel, if available, will be involved in the hiring process and selection of non-certificated personnel who will work under their direction. Participation on a hiring team is strictly voluntary. No additional compensation will be provided.

Section 15 Substitute Teachers

Long-term substitutes (defined as those substitute teachers who work more than 20 consecutive days in the same assignment within one school year and who continue to be available for employment as substitute teachers) will be placed on the regular teacher salary schedule for as long as they are in the same assignment. Those teachers so affected will receive scheduled salary retroactive to the first day of the assignment. Such teachers will be members of the bargaining unit for the period during which they are substituting beyond the 20-day period.

Other long-term substitutes (defined as those substitute teachers who work more than 30 days in the previous 12-month period and who continue to be available for employment as substitute teachers) will also be members of the bargaining unit after they have reached the 30 days aggregate referenced herein and placement on the regular teacher salary schedule will not apply.

Long-term substitutes (as defined in the previous 2 paragraphs) inclusion as a part of the bargaining unit carries with it only such rights and benefits as are specifically designated for them in this Agreement. Such designated

rights and benefits are: placement on the regular teacher salary schedule (retroactive to the first day in the assignment) after the above referenced work day requirements are met.

Substitute employees not meeting the long-term substitute requirements referenced above are specifically excluded from the bargaining unit.

Employees may create a preferred substitute list using the substitute management system. Employees who wish to exclude a substitute from their classroom must submit a substitute exclusion form to human resources after talking with the building administrator.

Section 16 Position Sharing

1. Position sharing is a procedure whereby 2 employees other than substitutes share a position. Employees desiring to share a position must submit such request to the Superintendent, or designee, no later than May 1st of each school year. The District will determine, in a timely manner, whether or not to honor the request. Reasons for denial will be given upon request. It is the intent of the parties to work towards solving problems of position sharing conscientiously. If the requesting employee is unable identify a job share partner, the employee may request that the District electronically announce the employee's need for a job share partner. Interested parties will be directed to contact the requesting employee directly for details.
2. Prior to entry into the position share, employees and supervisors will develop, in writing, an agreement on such issues as prep time, conferencing, and reporting responsibilities, early release days, attendance at required meetings, coverage of class during one teacher's absence and arrangements which will ensure intra-team communication necessary to support the total program.
3. If the position sharing dissolves because one of the employees moves to a full-time position, or resigns, goes on a leave of absence, etc., the District may, at its discretion, either transfer the remaining employee or assign the remaining employee into the position on a full-time basis.
4. The 2 employees will work with the building principal/program supervisor to establish the working relationship between the parties involved within the following parameters:
 - A. Only 2 employees may share a position.
 - B. Each employee will be issued a standard contract with a salary proportionately based on his/her salary schedule position for the amount of time to be shared (i.e., half-time = half salary).
 - C. Each employee will receive his/her proportional fringe benefit amount.
 - D. The employees may substitute for each other at the normal substitute pay rate, or by changing the work-hour patterns with the principal/ supervisor's approval.
 - E. Seniority will accrue according to the length of the employee's contract (i.e., half time = 1/2-year seniority).
 - F. Employees will advance on the salary schedule the same as any other part-time employee.
 - G. Employees may establish their work schedule with approval of their principal/supervisor.
 - H. Entering into a position sharing relationship does not waive any legal rights under Washington code or contract rights under this Agreement.
 - I. Requests to move back into a full-time job will be made under the assignment/transfer procedure contained in this Agreement.
 - J. Employees wishing to continue sharing a position should so inform the District by May 1st.

5. Because position sharing is intended to be available only to current employees, it may be impossible for specialists or others with limited or no peers in the District, to find another with whom to job share.

In these cases, the District will consider exceptions that allow position sharing with a new employee.

Section 17 Length of Contract

The employees' regular work year will be 180 days. The District and Association acknowledge that a certificated staff member's base salary provides compensation for the professional responsibilities of the employee, which may or may not fall within the contracted work day, including but not limited to the following:

- Preparation for the opening and closing of school, including classroom setup.
- Inputting state and district required data and time to analyze and use the results of district, state, and local assessments.
- PLC collaboration, including time outside of regular work hours as scheduled by the team and/or principal.
- Complete annual online trainings by October 1st. Employees who have not completed the required online trainings by October 1st may be subject to disciplinary action. Any disciplinary action will not remove the requirement to complete the mandatory training modules.
- Building time to enhance classroom/building activities to reflect changing curriculum and assessment methodologies throughout the year.
- Time to plan, grade, and report student progress.
- Participation in IEP, 504, and student support team meetings.
- Participation in activities designed to improve relations and communications with parents.
- Providing supplemental support to students.
- Routinely checking email.
- Participation on committees for school or district purposes, including, curriculum review and adoption and school improvement teams.
- Participation in professional development related to school and district priorities.
- Enter absences in absence management system in a timely manner.
- Reviewing pay stub information and time off information.

Professional Development Days

For the 2024-2025 School Year:

Each employee will be issued a Supplemental Contract for three (3) additional work days beyond the regular work year at the individual's 1.0 FTE per diem rate. These days will be scheduled as follows:

1. Principal's Day: One day will be scheduled and planned by the building administrator with staff input.
2. Building Professional Learning Time: One day for building professional learning.
3. District Professional Learning Day (August 2024): 1 day will be scheduled and planned in collaboration with teacher leaders in support of district improvement goals. If certain members believe the offering is not applicable to their specialty, they may propose a comparable in-service opportunity to the Director of Teaching & Learning.

In order to receive compensation for these days, the employee must sign a supplemental contract in the fall and a sign in sheet on scheduled days. When an employee who has signed a supplemental contract is absent for one or more of these scheduled days, the employee must use personal leave, sick leave, or other leaves for the absence as described in this agreement. The supplemental contract will be paid in equal monthly installments.

Two (2) additional work days for professional development beyond the regular work year will be offered at the employees' base per diem rate and will be paid from a sign-in sheet. These days will be scheduled as follows:

1. District Professional Learning Days: 2 days will be scheduled and planned in collaboration with teacher leaders in support of district improvement goals. If certain members believe the offering is not applicable to their specialty, they may propose a comparable in-service opportunity to the Director of Teaching & Learning.

In order to receive compensation for these days, the employee must sign-in and sign-out, and participate in the full day of professional development. If an employee is absent on a Professional Development Day, they may work with their administrator to make up the training or attend similar training.

Beginning with the 2025-2026 School Year:

Five (5) additional work days for professional development and classroom setup beyond the regular work year will be offered at the employees' base per diem rate and will be paid from a sign-in sheet. These days will be scheduled as follows:

1. Principal's Day: One day will be scheduled and planned by the building administrator with staff input.
2. Building Professional Learning/Classroom Setup Day: One day for building professional learning and for classroom setup/time to prepare for the coming school year (a.m./p.m.).
3. District Professional Learning Days: 3 days will be scheduled and planned in collaboration with teacher leaders in support of district improvement goals. If certain members believe the offering is not applicable to their specialty, they may propose a comparable in-service opportunity to the Director of Teaching & Learning.

In order to receive compensation for these days, the employee must sign-in and sign-out, and participate in the full day of professional development. If an employee is absent on a Professional Development Day, they may work with their administrator to make up the training or attend similar training.

Emergency School Closure

In the event of an emergency situation which necessitates either a late start to or an early dismissal of the regular school day, the employee's workday will be adjusted accordingly without loss of pay. When a late start is deemed necessary, all employees shall report to work as soon as safely possible, based on employee's judgment, but no later than the adjusted start time for the day.

When deemed applicable by the Superintendent and an emergency closure waiver is approved, emergency leave without loss of pay will be granted when severe inclement weather conditions, natural disasters, or other emergencies prevent employees from reporting for scheduled work when a school(s) is closed.

Section 18 School Calendar

The Board agrees that it will meet and confer and negotiate the calendar, as required by Washington State law. Changes required during the year due to weather conditions and/or other emergency-type problems will be made by the Superintendent. Before make-up days are decided, a delegate of the representative council of the

Association and the Superintendent will mutually agree on those days to be used in the makeup of time missed because of "school closure." The school calendar will consist of 180 days of student instruction.

Annual calendars will be developed as follows:

1. A committee (3 CEA members, 2 classified members, one HR representative and 2 administrators) will develop 2 potential calendars for each of the upcoming 2 school years.
 - A. All calendar options presented by the committee will include make-up days built-in within the school year.
 - B. All calendar options will attempt to align school beaks with other large districts in the region.
 - C. One non-student day will be placed on the school calendar at the end of 1st semester to provide time for grading and preparation for 2nd semester.
 - D. One day will be placed on the calendar before the opening of school to provide time for classroom setup.
2. These 2 potential calendars for each of the upcoming 2 school years will be voted on by the entire district staff.
3. The calendar for each of the two upcoming school years receiving the most votes will be submitted to the School Board for consideration.

Section 19 Length of Workday

The typical employee workday will be 7.5 hours including a 30-minute, unpaid, duty-free lunch. The workday will begin prior to the regular student school day and end after the regular student school day ends. The start and end times of each worksite are agreed to by the District and the Association. This work time is designated for the benefit of pupils, patrons, and colleagues. When employees are required to attend regularly scheduled staff meetings that extend the workday, the building schedule will be adjusted to offset the extended time.

The workday for part-time educators will be based on their percentage of full-time salaries compared to the normal workday for other educators in the building where they are performing their duties. The workday for any educator who is employed for half time or longer will begin or end with the normal workday for other educators in the building where he/she performs his/her duties, whichever is mutually agreeable to the educator and the supervisor. Any variation from the stipulation above requires agreement between the District and Association. Any educator who is employed less than half time will work out the schedule for the workday with his/her supervisor provided that no educator will be required to work a split shift unless this is agreed to by the certified staff member.

The schedule for ESA specialist staff assigned to Student Support Services may be developed based on the percentage of a full-time week, as mutually agreed by the specialist and the supervisor.

An employee may, upon receipt of permission from the building principal, arrive directly before of the opening of school or leave directly after the close of school.

A reasonable number of additional school functions and building meetings, scheduled at least 2 weeks in advance, when possible, may entail additional time beyond the employee's day as stated above. Employees having problems in attending additional school functions because of a previous commitment or emergency will conference with their supervisor to be excused.

HomeWorks Part-time Staff: The work day calendar for part-time teachers at HomeWorks will be created in collaboration between the teachers, with final approval by the administrator.

Section 20 **Covering Classes**

The building principal is responsible to see that all classes are adequately covered at all times.

Any arrangements made for class coverage between employees must have prior approval of the building principal and will not be compensated unless leave is used.

The District will provide substitutes where needed and when practical for any employee who is absent due to illness or injury.

Absence for other purposes will usually be covered by a substitute except when the absence is for a short period of time and the hiring of a substitute is not deemed feasible by the building principal.

In cases of a substitute shortage, the following may occur:

- Staff subbed out for in-district activities may be asked to return to their classroom.
- If there are no volunteers, assignments will be made on a rotating basis.
- Teachers who cover another class will receive their base per diem rate for the amount of time providing coverage. The time will be reflected and paid via the absence management system.

Section 21 **Teaching Assignments**

Elementary Combination Classrooms

If building enrollment necessitates the formation of a combination classroom, the employees within the affected grade levels at that elementary school will be given an opportunity to volunteer for a combination classroom reassignment for one year only before an involuntary reassignment is made. If more than one teacher volunteers for a combination classroom reassignment, the reassignment will be made on the basis of seniority, other qualifications being equal. The individual with the most District seniority will be granted the transfer. If the applicants have equal District seniority, the transfer will be granted to the person with the greatest State seniority. If the applicants have equal District and State seniority, a coin toss will be administered.

In the event that no teacher volunteers for a combination classroom reassignment, the building principal will involuntarily reassign a teacher using reverse seniority within the over-staffed grade level to such a class after conferring with the teacher. Reverse seniority is defined as the individual with the least District seniority. If a tie exists, it is the person with the least State seniority. If a tie still exists, a coin toss will be administered. Such a reassignment will be considered temporary for one year only, after which the teacher will resume or have the option of resuming his/her former position. A teacher will not be involuntarily reassigned a combination classroom 2 consecutive years. In the event the combination classroom continues for more than one year, all teachers within the affected grade levels will rotate based on reverse seniority.

When a combination classroom position is filled through a posting and the combination classroom is no longer needed, the person will be reassigned according to building reassignment language. If possible, priority will be given to reassignment in one of the current combination grade levels.

Elementary Multi-age Classrooms

The purpose of a multi-age classroom is to teach students from one or more grade levels together in order to utilize teaching strategies consistent with a multi-age philosophy. Multi-age classes differ from combination classrooms in that they do not utilize separate grade level curricula. Multi-age classrooms will be created in consultation and agreement between interested teacher(s), the building principal, and building staff. Specialists will be included in the discussion and planning for multi-age classrooms. Multi-age classrooms may continue for more than one year.

Secondary Teaching Assignments

The District will make reasonable attempts to keep secondary teaching assignments, except as referenced below, to no more than 3 different curriculum course preparations per day. If it is necessary to assign 4 different preparations, then the District, upon request, will provide reasons to the teacher involved. The District will keep secondary assignments to no more than 4 different curriculum course preparations per day, for no more than two consecutive years.

An exception to this Section is made in the following Departments: Music, Industrial Arts, Vocational Agriculture, Business Education, Home and Family Life, and Art. These department areas listed above may have up to 5 preparations per day, with one of these preparations being a combination of no more than 2 different levels and a maximum class size of no more than 22 students or less depending upon classroom work stations. The preparations for these departments will be shared equitably among staff.

6th grade teachers will be considered secondary for this section of the contract.

ALE Programs

The number of preparations for ALE teachers will be determined in collaboration between the teacher and administrator. As the schedule is established, consideration will be given to ways that preparations can be combined and limited to provide a manageable schedule for the teacher while meeting the needs of the students. For shared staff, the administrators at both schools will meet to seek ways to limit preparations as much as possible. Preparations should be proportional to the employee's assignment at each location (a teacher at CHS for less than half time should have less than half the maximum number of preparations, for example).

Section 22 Individual Preparation Time

The District and Association recognize that preparation time is vital. Each staff member will have at least 250 minutes and not more than 320 minutes of preparation time each week not to include the time before and after school, or the duty-free lunch period. Part-time staff will receive a pro rata amount of the 250 minutes per week. Except for emergencies, as determined by the building principal, staff will not be required to perform tasks which infringe upon preparation time. The District and Association recognize that assemblies, parent-teacher conferences, and/or state-mandated testing schedules may impact staff preparation time. Scheduling adjustments will be made at the building level (with the goal of maintaining equitable planning time for all staff in the building). Staff members who need to leave the building will follow building procedures for checkout and check-in.

At the elementary level, preparation time will consist of recess time, and time that the classroom teacher's students are with a specialist. Elementary (K-5, Special Education, and Title I) classroom teachers will have a minimum of a 35-minute block of time each day; building specialists (library media, music, health and fitness teachers) will have a 30-minute block of time each day. District and building scheduling decisions will be made by building principals with teachers providing input.

Based upon a 7-period day, each middle school teacher will have one period per day for planning.

Learning Options/ALE Preparation Time

Each full-time staff member will have at least 250 minutes and not more than 320 minutes of preparation time each week not to include the time before and after school, or the duty-free lunch period. Part-time staff will receive a pro rata amount of the 250 minutes per week.

Section 23 Professional Learning Community (PLC) Time

The purpose of PLC time is for the improvement of student achievement. PLC time is:

1. Aligned with classroom, school, District, and state goals.
2. Developed by teachers and administrators working with a guiding coalition.
3. An opportunity for certified staff to work on shared goals in groups arranged by grade level, department, or other configurations to meet the needs of the building.

PLC time is scheduled during the one-hour late start on Fridays per District adopted calendar.

Staff will participate in at least 18 hours of PLC collaboration time outside of regular work hours as scheduled by the team and with principal approval.

Guiding Coalitions, as teacher-leadership bodies that guide, coordinate, and communicate with PLCs, will be maintained at each school and SSS. The district will encourage building administrators to include as many of the team leads as appropriate to support the PLC process. Guiding coalition minutes will be available to all staff members in the best interest of transparency and professionalism.

Section 24 Non-instructional Duties

The parties agree that the primary job of teachers is to teach students, and that the teacher's job should be as free as possible from non-instructional duties which take time and detract from the educational process. Non-instructional duties include but are not limited to recess supervision, breakfast/lunchroom supervision, bus duty, and custodial duties. As needed, certificated staff may be assigned to bus duty on a rotating basis, in an equitable manner, no more than once each week.

With the exception of employees whose job descriptions specifically list medically related duties, no employee will be required to dispense, administer, or perform any medical function not authorized by law.

Section 25 Class Size/Caseload

Secondary Schools

Maximum class size will be as follows or implementation of overload language will be used:

| <u>Grades</u> | <u>Class Size</u> |
|----------------------|--------------------------|
| 6-12 | 30 |

1. A teacher may request a meeting with their building administrator to discuss level of classroom support needed.
2. Maximum class size, excluding band, choir, drama, and other special large group instructional programs, will be 30 students.

3. Secondary PE class size, excluding health classes, will be limited to an average of 36 students per teacher, with no class to exceed 39 students.
4. Vocational class sizes will not exceed student workstations assigned to vocational classes, i.e., workstations exist in classes where instruction is largely dependent upon the use of special equipment, machines, or other mechanical/electronic devices of a highly individualized nature.
5. Maximum class size will be in effect as of the start of the 8th working day of each term.
6. Full-time certificated staff shared between high school and middle school will be treated as high school staff for the purpose of teaching periods (teach 5 periods, one period planning).
7. Travel time consideration will be up to a maximum of 30 minutes.

Elementary Schools

Maximum class size will be as follows or implementation of overload language will be used:

| Grades | Class Size |
|---------------|-------------------|
| Kindergarten | 23 |
| Grades 1-3 | 25 |
| Grades 4-5 | 27 |

A teacher may request a meeting with their building administrator to discuss level of classroom support needed.

1. Combination class size will be 3 students less than maximum at the grade level. All combination classes will be consecutive grades only. Maximum class size in a K-1 or 3-4 class will be the lower size.
2. Multi-age class size will follow regular class size limits. When spanning different grade levels, the average maximum class size will be used.
3. The District will make every effort to keep elementary specialist class sizes equal to the size of a regular classroom (with the exception of band and strings). If there is a unique need to add students not already on a regular class list, the principal will meet with the affected specialist(s) to discuss appropriate placement.
4. PE/Music – 30 minutes travel - maximum of 38 classes per week (based on current collaboration schedule) or number of sections based on instructional time.
5. Library Information and Technology Specialists – maximum of 33 classes per week of library and technology instruction. If there are open sections, they may be filled with intervention. Library Information and Technology Specialists will have a minimum of 2.5 hours per week during student contact hours (equal to 5 additional preps), separate from their lunch and prep, for library management duties.
6. The District will make reasonable effort to prioritize consistent instructional paraeducator support for kindergarten classrooms that is scheduled and equitable across the district.

Alternative Learning Experience (ALE)

| Program | Class Size | Caseload |
|----------------|-------------------|---|
| HomeWorks | | 60 full-time homeschool progress monitoring only 50 homeschool progress monitoring, if providing classroom instruction |
| TSHS | 25 | 27 general ed; 32 special education |
| WIN | | 50 full-time course progress monitoring only 45 progress monitoring, if providing classroom instruction 32 special educations |

Caseload: Defined as the number of students for whom the teacher is responsible for WSLP progress monitoring and reporting. Students will be distributed equitably between teachers based upon student enrollment.

A teacher may request a meeting with their building administrator to discuss the level of classroom support needed.

MLL/ELL/ELD

Maximum class size and/or caseload will be as follows:

| Elementary | Secondary |
|---|---|
| Caseload of direct service = 45 Sheltered classes of class size <20 | Sheltered classes of class size <20 |
| Monitored and monthly support/check in students. Special education Functional Academic Classroom (FAC) or Functional Communications Classroom (FCC) do not count on caseload. | Caseload of 60 inclusive of students in sheltered classes. Each secondary teacher will have a documentation period in addition to their preparation period. Special education Functional Academic Classroom (FAC) and monitored students to not count on caseload. |

Every effort shall be made to not split MLL/ELL/ELD Teachers between Elementary and Secondary, excluding ALE programs. Consideration of school schedules shall be prioritized when MLL/ELL/ELD teachers are split between buildings. If necessary, members may request a meeting with the program director to discuss the schedule. The member may invite a representative from the Association to attend the meeting. Both parties agree that during this meeting individual student information will be protected.

MLL teachers are included in “Overloads: Student Support Services (SSS)” for purposes of overload

Special Education

Maximum class size and/or caseload will be as follows:

| <u>Program</u> | <u>Class Size</u> | <u>Caseload</u> |
|--------------------------|--------------------------|------------------------|
| Inclusion Preschool | 16 (8 Special Ed*) | 16 |
| Elementary Resource Room | Average 12, Max. 14* | 30 |
| Secondary Resource Room | Average 12, Max. 14* | 32 |
| Student Connections | 12 | 12 |
| Functional Academic | 12 | 12 |
| Functional Communication | 10 | 10 |

*May be exceeded at teacher discretion.

A teacher may request a meeting with their building administrator to discuss level of classroom support needed.

If a tuition based or non-special education ECEAP student becomes eligible for special education services they will remain in the inclusion preschool classroom they were in prior to identification to ensure continuity of relationships.

Overloads: Elementary and Secondary Regular Education Only

1. Start of School Year (Elementary)/Start of Each Term (Secondary):
 - A. Adjustment period – 7 working days.
 - B. Adjustment completed on or before the 8th day.
 - C. During 7-day adjustment period, up to 3 overloads allowed per class. Up to 7 overloads may be assigned per class, providing that by day 3, one hour of aide time is assigned to the class for each overload from 4 to 7.
2. Day 8 and Thereafter:

The employee concerned and the administrator must agree that it would be acceptable and in the best interest of students to exceed the maximum class size. The Association will be notified of such instances.

STEP 1: The District will make every effort to alleviate the overload within 7 days. If that is not possible, the principal and affected regular classroom teacher will meet to discuss impact and options for overload relief. The classroom teacher and/or the principal may ask a CEA representative and/or others who are affected to attend this meeting to discuss:

- A. Balancing class sizes within the affected grade levels, subject areas or cores.
- B. The transfer of the newest student(s) or volunteers to another building;
- C. Grades K-5 will receive \$200 per month per overload student after a 7-day adjustment period at the beginning of the school year and as of enrollment count day as defined in P-223 guidelines for each month thereafter.

- D. Secondary staff will receive \$75 per month, per class, per overload student after a 7-day adjustment period at the beginning of each term and as of enrollment count day as defined in P-223 guidelines for each month thereafter.
- E. Elementary Specialists (e.g., library, music, PE, world language) will receive \$5 per month per overload student after a 7-day adjustment period at the beginning of the school year and as of enrollment count day as defined in P-223 guidelines for each month thereafter.

Documentation of overload will be submitted to the building administrator utilizing the district overload form.

STEP 2: In unusual cases, such as combination classrooms, building limitations, special classes, and extreme class overloads, the Board may consider the employment of additional employees to handle the unusual cases.

STEP 3: In the event of increased enrollment coupled with space or financial limitations, the Board may adjust the actual classroom teacher-to-pupil ratio on a District-wide basis.

Overloads: Alternative Learning Experience (ALE)

The District will make every effort to alleviate the overload. If that is not possible, the administrator and affected teacher will meet to discuss impact and options for overload relief. The teacher and/or the administrator may ask a CEA representative and/or others who are affected to attend this meeting to discuss:

1. The transfer of the newest student(s) or volunteers to another teacher;
2. Staff will receive \$50 per month per overload student after a 7-day adjustment period at the beginning of each term and as of enrollment count day as defined in P-223 guidelines for each month thereafter.

Documentation of overload will be submitted to the administrator along with the certificated staff member's student verification for count day utilizing the district overload form with count day roster as documentation.

Overloads: Special Education

1. Start of School Year/Start of Each Term:
 - Adjustment period - 10 working days.
 - Adjustment completed on or before the 11th day.
2. Day 11 and Thereafter: The District will make every effort to alleviate the overload. If that is not possible, CEA will be notified, and the director, principal and affected special education teacher(s) will meet to discuss impact and options for overload relief. The teacher(s) and/or the director/principal may ask a CEA representative and/or others who are affected to attend this meeting.

Options to be discussed for class size overload relief include:

1. Balance class size throughout the day, as determined to be appropriate for student needs.
2. Provide release time for affected teacher(s) as needed.
3. Provide sufficient and appropriate curriculum materials and supplies.
4. Assign additional building paraeducator time to provide instructional/clerical support.

For class size overload relief, staff will receive \$125 per month per overload student after a 10-day adjustment period at the beginning of each term and as of enrollment count day as defined in P-223 guidelines for each month thereafter.

Documentation of overload will be submitted to SSS along with the certificated staff member's student verification for count day utilizing the district overload form with count day roster as documentation.

Options to be discussed for caseload overload relief include:

1. Balance caseload among special education teachers, as determined to be appropriate for student needs.
2. Provide release time for affected teacher(s) as needed.
3. Provide sufficient and appropriate curriculum materials and supplies.
4. Assign additional building paraeducator time to provide instructional/clerical support.
5. Hire or assign additional certificated employee based on enrollment.

For caseload overload relief, staff will receive \$150 per month per overload student after a 10-day adjustment period at the beginning of each term and as of enrollment count day as defined in P-223 guidelines for each month thereafter.

Documentation of overload will be submitted to SSS along with the certificated staff member's student verification for count day utilizing the district overload form with count day roster as documentation. Any IEP showing as an exception is not eligible for overload.

Support for Students in the General Education Classrooms:

1. If the number of special education students assigned to a general education classroom is 1/4th or more of the total class size, a review of the needs of the students in the class will be conducted at the impacted employee's request and necessary support and/or remedies will be determined and implemented. Additional supports may include one or more of the following remedies:
 - A. Identification of additional curricular resources and/or training to be provided to the employee,
 - B. Differentiated materials and resources,
 - C. Re-allocation of additional staff assistant time to the classroom from the total building staff allocation,
 - D. Adjustment of class size, including reduction in overall class size by four (4) general education students at the secondary level,
 - E. Adjustment of student schedules, and/or
 - F. Other remedies as mutually agreed between the employee and the building principal.
2. Elementary school principals will work with their special education classroom teacher teams to determine general education classroom assignments for students receiving Special Education services. A general education classroom placement will be provided for each student for the school year, provided that student participates in the general education setting for a minimum of 20 minutes per day, excluding lunch and recess.
3. At the Secondary level, common planning periods will be prioritized to allow for collaboration between the general education and special education teachers who co-teach ELA and Math. If common planning periods cannot be scheduled, flexibility of Friday PLC time and/or team time on PLD may be utilized with administrator approval.
4. Every effort will be made to create co-teaching teams prior to the end of the school year for the next school year. Co-teaching assignments will be developed with the following considerations:

- A. When possible, teachers shall have the opportunity to choose their co-teaching partner. In the event of an assignment to a co-teaching partnership, teachers will have input into their co-teaching partner.
 - B. No teacher will be assigned to more than two (2) co-teaching teams. This number may be increased to three (3) co-teaching teams at the discretion of the teacher.
5. All inclusion co-teachers in their first year, shall be offered one day of paid professional development and/or collaboration time to set-up their co-teaching model. When there is a change in co-teaching partners, a half-day will be provided for the experienced co-teacher to collaborate with their new co-teacher.
 6. Special education teachers will have two (2) flex days available to work in the building for collaboration, IEP preparation, parent communication, data collection, progress reporting, etc. Approval is required from the building administrator at least seven (7) days before using a flex day. Flex days will be documented in the district absence management system. Flex days must be taken in half- or full-day increments and do not accrue from year to year.

Receiving Teacher Considerations

In order to facilitate the teaching of students with disabilities and provide health/medical and legal safeguards for the students and the employees, the District will make a good faith effort to provide the receiving teacher with the equipment, materials and personnel necessary to provide the student a free appropriate public education.

Section 26 Student Support Services Caseload

Caseloads

| | |
|--|----|
| Speech/Language Pathologist (SLP) (6-12): | 48 |
| Speech/Language Pathologist (PK-5): (Consult students are counted as 0.25 for the purpose of determining caseload.) | 42 |
| Occupational Therapist (OT): (Consult students are counted as 0.25 for the purpose of determining caseload.) | 42 |
| Physical Therapist (PT): (Consult students are counted as 0.25 for the purpose of determining caseload.) | 42 |

Groups of students receiving Tier II or Tier III interventions are counted as one student on the caseload. (SLP, OT, PT).

Travel between buildings reduces caseload by one for SLP, OT, PT staff.

Psychologist: District average of 1.0 FTE Psychologist for every 900 students not to exceed 90 evaluations per year (initial, stand-alone Functional Behavior Assessments (FBAs), and re-evaluation). Evaluations include those for student’s preschool through 21 years of age. If the annual evaluations are exceeded, overload language applies.

Psychologists will be provided the opportunity to access an alternative worksite within the district to facilitate the completion of special education paperwork within the requirements of the law to mitigate interruptions. Such site will be determined in collaboration with the department director.

Nurse: The District and the Association recognize the importance of nursing and health room support. Support will be provided through a combination of nurses and health room aides. Appropriate staffing levels for nursing services will be based on student and building needs.

School Counselor: The District and the Association recognize the importance of school counselors in supporting students and buildings. Appropriate staffing levels for counselors will be based on student and building needs.

Overloads: Student Support Services (SSS)

After the first 20 working days of the school year, when caseload exceeds the caseload limit, overload language applies. SSS staff should contact SSS administration when nearing capacity.

The District will make every effort to alleviate an overload. If this is not possible, the director and affected specialist staff will meet to discuss impact and options for overload relief. The specialist staff and/or the director may ask a CEA representative and/or others who are affected to attend this meeting to discuss the following overload options that shall be temporary only for the duration of the overload:

1. Balancing caseload among specialist staff as determined to be appropriate for student needs.
2. Balancing workload among specialist staff with consideration given to upcoming evaluations, travel time, number of sites other specialist staff serve, disruption to other specialist staff caseload schedules.
3. Assignment of clerical support.
4. Hiring an appropriately credentialed person (ESA staff, PT assistant, etc.) to enhance the affected specialty group and/or increasing part-time employee FTE.
5. After attempting to balance caseload and workload, the district will provide overload pay as follows:
 - a. MLL/ELL/ELD teachers, SLPs, OTs, and PTs will receive a stipend of \$100 per month per mutually agreed upon overload student.
 - b. School psychologists will receive a stipend of \$150 per mutually agreed upon overload evaluation once they reach 90 evaluations.

Documentation of overload will be submitted to SSS along with the certificated staff member's student verification for count day utilizing the district overload form with count day roster as documentation. Any IEP showing as an exception is not eligible for overload.

Early Childhood Assessment Team

Beginning with the 2024-2025 school year, the District will develop and establish an Early Childhood Assessment Team and it will be staffed at appropriate levels. At the conclusion of the 2024-25 and 2025-26 school years, the District and the Association may elect to meet to review program numbers and discuss potential adjustments based on enrollment. Participation on the Early Childhood Assessment Team equates to 0.2 caseload.

Upon request of either party, the District and Association will meet to determine if staffing needs to be adjusted based on an increase or decrease of current enrollment.

Section 27 Layoff and Recall Procedures

Prior to the implementation of a layoff, the District agrees to meet and confer with the Association regarding the rationale for reduction in force and to explore alternatives jointly. The District agrees to make a good faith effort to consider all sources available prior to laying off employees, while maintaining final authority.

In the event of financial emergency such as loss of local school levy, decrease in school enrollment, or other serious revenue loss, which necessitates reduction of program and corresponding reduction of staff, the following principles and procedures will be applied:

1. The professional integrity of all certificated staff members who are released from contract status because of District financial emergency will be protected.
2. Such release of certificated staff members from contract status will not reflect in any way on their professional competency or ethics.
3. The Board on or before April 15th, acting on the advice of the Superintendent concerning the financial resources of the District will determine the extent of the modified program of educational services to be provided for the ensuing school year and the positions to be eliminated.

The term "layoff" as used herein refers to action by the Board reducing the number of teachers in the District due to economic reasons only; it does not refer to decisions to discharge or non-renew an individual teacher for cause. Further, the term "layoff" does not include the nonrenewal of provisional employees regardless of the reason for nonrenewal.

Teachers with valid contracts will not be laid off during any school year.

The manner of selection of certificated personnel that is required to implement the modified educational programs and services will be as follows:

In an effort to eliminate the necessity of involuntary terminations, a reasonable effort will be made to ascertain the number of certificated positions that will be open for the following school year because of normal attrition as outlined below. Such vacancies will not be filled except as indicated in (4) below:

1. Certificated personnel retirements.
2. Certificated personnel resignations.
3. Before the implementation of the reduction in force procedure, the entire certificated staff will be offered the opportunity to make written application for a year's leave of absence without pay. The Board may grant such leave of absence if the granting of such leave would eliminate the necessity for involving termination of a certificated employee. Such permission may be withheld if such leave of absence, in the Board's opinion, will further impair the modified education program to be retained.
4. Vacant positions will be filled by transferring current certificated employees within the District.

All retained employees will meet the following qualifications:

1. A valid Washington State certificate as required by the Superintendent of Public Instruction.
2. Teaching experience at that particular level. Levels are defined as primary (K-3), intermediate (4-5), broad subject area at the secondary level (6-12), or special program), or
3. A major or minor in that particular level or subject area, or endorsement.

Prior to May 15th, as required by state law, the certificated employees to be laid off will be identified pursuant to the policy herein provided, and such employees will receive a notice of probable non-renewal of their individual teaching contracts for the ensuing school year.

When more than one person qualifies for a particular position under the criteria listed herein, layoff will be determined in the following order.

1. Level 1 (Unsatisfactory) performance as of a certificated staff member's most recent completed evaluation.
2. Level 2 (Basic) performance as of a certificated staff member's most recent completed evaluation, if the classroom teacher is on a continuing contract with more than 5 years of teaching experience and if a summative performance rating of Basic has been received 2 years in a row or 2 years within a consecutive 3-year period.
3. Seniority, defined as length of service accumulated within the Washington State Retirement System.

An overall list of employees ranked by seniority will be provided to the Association upon written request from the Association.

In the event of more than one individual teacher having the same seniority after applying the above provisions, the tie will be resolved using the following criteria, in descending order:

1. Seniority in the Cheney School District;
2. Graduate degree(s);
3. National Board Certification status;
4. Lottery: All teachers so affected will participate in a drawing by lot to determine position on the seniority list. The Association and all teachers so affected will be notified in writing of the date, place and time of the drawing. The drawing will be conducted openly and at a time and place which will allow affected teachers and the Association representative to be in attendance.

All certificated employees who are not recommended for retention in accordance with these procedures will be terminated from employment and placed in an employment pool for possible reemployment. Employment pool personnel will be given the opportunity to fill open positions for which they are qualified.

When a vacancy occurs for which any person in the employment pool qualifies, notification from the Superintendent to such individual will be by certified or registered mail. Such individual will have 5 calendar days from receipt of the letter or from date of personal contact to accept the position. It will be the obligation of the individual in the employment pool to keep the Superintendent's office notified as to where they can be reached. If any employee cannot be reached with another job offer within a period of 30 calendar days after the first job offer is made, the District is under no obligation to retain that employee in the employment pool.

An individual in the employment pool must accept an offered position for which he/she is eligible, pursuant to this Article, or risk being removed from the employment pool at the Superintendent's option. An employee assigned out of his/her usual teaching assignment will have first opportunity at a position similar to his/her previous teaching assignment at the time of layoff when such a position becomes available.

At the end of any school year in which any modified educational program is implemented, certificated employees remaining in the employment pool will be offered contracts for available certificated positions for which they are qualified in accordance with this policy. In the event that there are insufficient vacant positions to offer contracts to all employment pool personnel, the employment pool will be reestablished.

Layoff Benefits

1. Providing the carrier permits, the Board will allow the individual to pay the full cost of the insurance benefit programs.
2. An employee may be on the District-wide substitute list. Substitutes in the reemployment pool will, on a rotating basis, be offered a substitute position until all substitutes in the reemployment pool on the list for the District have been contacted or an attempt to contact them has been made.
3. All benefits to which a teacher was entitled at the time of his/her layoff will be restored to the teacher upon his/her return to active employment and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.

Section 28 Work Environment

1. The District will identify a work station for each employee. To the extent possible, the District will provide to each employee:
 - A. Storage space, including a lockable space or area;
 - B. A separate desk with chair available during time at the site; and
 - C. A work area containing equipment and supplies to aid in the preparation of instructional materials. Each staff may access work environment monies to provide a dishwasher, refrigerator, microwave oven, stove, and plumbed sink.
 - D. Prior to the beginning of each school year, space for educational staff associate specialists (ESAs) will be assigned at each school building. Space will be assigned for their scheduled times, provided such schedules are developed in consultation with the building principal. If changes are necessary during the school year, all parties will be consulted prior to the change. It is the responsibility of the specialists to provide a preliminary schedule to the building principal no later than September 15th and when revisions are made during the school year.
2. The District will attempt to provide and maintain materials and equipment for each employee, within the budgetary limits of the District and building site, in order for them to perform their assignments.
3. The District agrees that all facilities, equipment and materials will be maintained in a safe, clean, healthful and functional manner, within the limits of practicality and availability of funds.
4. The District will allocate monies for work environment in the following manner:
 - A. Elementary and Middle Schools -\$1,400
 - B. Cheney High School - \$1,500
 - C. Three Springs High School/HomeWorks - \$250

In addition, the sites above will each receive an allocation of \$400 for the purchase of technology related supplies and materials.

ARTICLE V - LEAVES

Section 1 Adoption Leave

Adoption leave will be granted in accordance with the following:

1. An employee who is legally adopting a child must notify the District of his/her intent to adopt immediately upon commencement of legal adoption procedures.
2. Upon placement of the child, the employee in their letter requesting such leave will include a statement as to the expected date of return to employment.
3. Due to uncertainties involved with specific time periods in adoption, the District will make every effort to cooperate with the employee requesting adoption leave.
4. An employee on leave under this section may apply accrued sick leave and personal leave to the days of absence for bonding with the child.
5. All employees will be granted leave in accordance with FMLA and PFML.
6. An employee holding a 1.0 continuing contract, who utilizes approved FMLA leave and is in paid status at least 66% of the year, will experience a normal salary increment the following year.

Cheney School District requires PFML time away from the employer to be unpaid leave. Employees may initiate an application for PFML benefits through the Employment Security Department and shall notify the employer when applying. Eligibility is determined solely by the Employment Security Department. Employees should contact Human Resources and/or visit www.paidleave.wa.gov for details.

Section 2 Association Leave

Up to 60 days of leave per school year may be provided at Board discretion for Association business which enhances the professional status and competence of certified staff members. This applies to officers of the Association and its constituent organizations or to members of these organizations who are listed as official delegates or participants in the formal program for the meeting.

Days in excess of 60 will be submitted for disposition at Labor/Management meetings. These 60 days will be in addition to approved leave for employees holding elected or appointed positions at the state or national levels.

Where the absence of a person requires a substitute, the cost of the substitute will be at no expense to the District. Requests for leave will be submitted by the Association president in writing to the Superintendent a minimum of 10 working days, if possible, before the leave is to take effect.

Section 3 Association President Leave Days/Release Time

- A. Leave time for the Association president is for the purpose of better carrying on the duties of his/her office. This time will enable the president to better represent the professional judgment of the Association to the Board, the Administration, and the citizens of the District. This time will also allow the president to oversee the responsibilities of the Association as it relates to Board policy. Leave time will be used for activities related to the Cheney School District and its staff and for purposes related to the objectives in this section.
- B. The leave/release time for the president is not intended to and should not disrupt the educational program of the District. In this connection, the president will not contact any employee during his/her class time. An exception to this rule may be made with the permission of the site director. The president may talk with employees during normal school hours when such a discussion would not interfere with the educational program; i.e., lunchtime, recesses, planning periods, etc.

- C. The president will inform the site director when he/she will be in the building. If the site director is not available, the president will inform the building secretary.
- D. Any problems with the use of the leave/release time should be brought to the attention of the Association Executive Board by the Superintendent. The established grievance procedure may be used by either the Superintendent or the president of the Association to solve such problems.
- E. Leave Time: Up to 60 days of leave per school year may be provided at the Superintendent's discretion for Association president leave which enhances the professional status and competence of certified staff members.

Where the absence of the president requires a substitute, the cost of the substitute will be at no expense to the District. Requests for leave requiring a substitute will be submitted by the Association president in writing to the Superintendent a minimum of 10 working days, if possible, before the leave is to take effect. All leave taken by the Association president shall be taken in full or half day increments only and shall be at the discretion of the superintendent. Requests for such leave shall not be unreasonably denied.

- F. Release Time: Alternatively, the union may take release time instead of leave time for the school year for the union president. Release time is granted to the Association President of 0.50 FTE or 1.0 FTE, in which case the Association will reimburse the district for the President's salary and benefits. Time of day for release of the Association president, will be negotiated for .5 FTE release requests. The percentage of released time and the schedule for release will be determined by April 30th of the preceding school year when the release is to occur.
- G. The District will contract with the employee elected as Association president for his/her normal contract-day length and will guarantee the same contract in the following year when that educator returns to normal duty.

Section 4 Bereavement Leave

In the event of death in an employee's or spouse's immediate family, the employee will be allowed up to five (5) days of absence with full pay. Immediate family is defined as anyone living within the household and/or parent, spouse, sibling, child, spouse of child, grandparent, grandchild, aunt, uncle, niece, nephew, and like relationships of the spouse or step-relationships. The employee must report bereavement leave, upon return to work, to his/her immediate supervisor in accordance with regulations and procedures of the District. Additional leave, up to three (3) days, may be taken for the death of a person of close personal ties not outlined above, and will be deducted from an employee's accumulated sick, illness and emergency leave.

Section 5 Illness, Injury and Emergency

At the beginning of each school year, each FTE employee covered by this Agreement will be credited with an advance sick leave allowance of 12 days. In the event of personal or family illness, injury, emergency or medical appointments the appropriate deduction will be made. Such sick leave may be used for personal illness, injury, emergency, or medical appointments. Emergency is defined as a problem that must have been suddenly precipitated and must be of such nature that preplanning was not possible, or where preplanning could not relieve the necessity for the employee's absence. As much notice as is practicable under the circumstances will be given by the employee to his/her immediate supervisor. Each employee's portion of unused sick leave allowance will accumulate as permitted in RCW 28A.400.300.

After an illness of five (5) consecutive days, or if an employee exhibits a pattern of absence that suggests an abuse of sick leave, the employee may be asked by Human Resources to present a doctor's statement attesting

to the illness or injury necessitating the employee's continued absence. Any information regarding an employee's health condition will remain confidential within the Human Resources department.

Employees may cash in unused sick leave days above an accumulation of 60 days at a ratio of one full day's monetary compensation for 4 accumulated sick leave days. At the employee's option they can cash out their unused sick leave days in January of the school year following any year in which a minimum of 60 days of sick leave is accrued, and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each 4 full days of accrued sick leave. The employee's sick leave accumulation will be reduced 4 days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month. (2024 – WAC 392-136-015)

At the time of separation from School District employment due to retirement or death, an eligible employee or the employee's estate will receive remuneration at a rate equal to one day's current monetary compensation of the employee for each 4 days accrued sick leave for illness or injury. For the purpose of this provision, retirement is defined as when an employee is eligible to receive benefits under Washington State Teachers Retirement Systems (WSTRS). (2024 – WAC 392-136-020)

An employee who is unable to perform his/her duties because of personal illness or disability may, upon the request of the Superintendent or the employee, be granted leave of absence without pay at the exhaustion of his/her sick leave or other leave options for the duration of each illness or disability up to one year.

Leaves for health conditions may be granted for one year at a time and can be renewed annually. Application for a leave of absence for health condition and/or renewal thereof will be made in writing to the Superintendent.

An employee who has been granted leave for health reasons may return to service during the period of leave after giving due notice to the Superintendent and with permission of his/her personal physician.

Accumulated sick leave is retained while an employee is on an approved leave of absence without pay. Leave allocated for the school year in which the unpaid leave is taken will be prorated.

Should the legislature revoke or amend any benefits granted under the authorizing statute (as in the form enacted by the 48th Legislature, Regular Session) no employee will be entitled to such benefits thereafter as a matter of contractual right, provided however, the parties will meet and discuss reason(s) for such amendment and/or revocation.

An employee holding a 1.0 continuing contract, who utilizes approved FMLA leave and is in paid status at least 66% of the year, will experience a normal salary increment the following year.

Section 6 Jury Duty and Court Appearance

Upon receipt of a jury summons, the employee will notify his/her principal or supervisor that he/she has been summoned for jury duty. The employee will serve on a jury without salary deduction and may keep any compensation he/she receives for serving as a member of a jury in addition to his/her regular pay.

Court appearance leave may be granted for an employee to appear in court in a legal proceeding. When the employee appears in court as a party plaintiff or defendant in legal proceedings other than cases resulting from his/her contractual relationship with the District, the leave will be with full salary, but with the cost of substitutes paid by the employee to the District. In court appearances as a party plaintiff against the District, the leave will be without pay. When the employee is subpoenaed or requested as a friend of the court as a witness in a court proceeding, the leave will be with full salary, but with witness fees returned to the District.

Section 7 Family Leave

An employee on maternity leave may apply accrued sick leave and personal leave to the days of absence for recovery time due to childbirth.

An employee may apply all accrued leave, to include illness, injury and emergency leave, personal leave, Washington State Paid Family and Medical Leave (PFML), Shared Leave, and FMLA to the days of absence for the birth of and/or bonding with the employee's child within 12 months of childbirth.

An employee will not be discharged from employment or penalized in terms and conditions of employment because of time away from work for leave under this section.

All employees will be granted leave in accordance with FMLA and PFML.

Employees may receive PFML benefits per the Employment Security Department guidelines up to 12 weeks for bonding and as much as 16 weeks for a parent who gives birth. While there is no time limit on pregnancy disability, for the purpose of PFML benefits, this period may extend the benefit to a maximum of 18 weeks. The employee may also access all other available leave benefits, as described in this section.

Teachers in need of a long-term substitute will work with their principal/supervisor and Human Resources to arrange for coverage that meets the needs of the position.

An employee holding a 1.0 continuing contract, who utilizes approved FMLA leave and is in paid status at least 66% of the year, will experience a normal salary increment the following year.

Section 8 Family and Medical Leave Act (FMLA)

Employees are eligible for FMLA if they have worked for the District for at least 12 months, have at least 1250 hours of service with the District in the twelve (12) month period before the FMLA leave starts. Each eligible employee may take up to twelve (12) work weeks of family and medical leave (FMLA) during any twelve (12) month period to attend to their own serious medical condition or the serious medical condition of a family member. Up to 26 workweeks may be taken to care for a covered military service member.

When an employee is utilizing FMLA, the District will continue to pay its share of the SEBB premium contributions on behalf of the employee. FMLA shall run concurrently with other leave benefits.

An employee holding a 1.0 continuing contract, who utilizes approved FMLA leave and is in paid status at least 66% of the year, will experience a normal salary increment the following year.

Section 9 Paid Family & Medical Leave (PFML)

Paid Family and Medical Leave (PFML) is an insurance program funded through premiums paid by employees (via payroll withholding) and employers. PFML is fully administered by the Washington State Employment Security Department. Employees should contact Human Resources and/or visit www.paidleave.wa.gov for details.

Cheney School District requires PFML time away from the employer to be unpaid leave. Employees may initiate an application for PFML benefits through the Employment Security Department and shall notify the employer when applying. Eligibility is determined solely by the Employment Security Department. Employees

should contact Human Resources and/or visit www.paidleave.wa.gov for details. See also Article III, Section 9A PFML, for more information.

Section 10 Meetings and Conferences

Leaves of absence without deduction and with reimbursement of certain expenses may be granted to attend professional meetings. Such requests will be handled in an equitable fashion.

Employees granted leave under this section will receive reimbursement of certain expenses in accordance with regulations and procedures of the District which will ensure equitable treatment of all employees.

Section 11 Military Leave

Employees will be granted military leaves of absence during the time they are required to serve in the Armed Services of the United States. (2024 – RCW 38.40.060)

The unpaid portion of the military leave of absence entitles an employee to a normal salary experience increment.

An employee granted military leave will, upon returning from the service, be assigned an equal or mutually acceptable position.

Section 12 Other Leaves

Leaves of absence without pay may be granted by the Board to employees for the purposes of study, travel, child rearing, teaching in a foreign country, or working in a professionally-related field.

A leave of absence without pay may be granted to employees for other reasons.

Such leaves may be renewed upon recommendation of the Superintendent provided written request for extension is made by March 1st.

A person granted leave described in this section will, upon returning, be assigned an equal or mutually acceptable position.

Teachers in need of a long-term substitute will work with their principal/supervisor and Human Resources to arrange for coverage that meets the needs of the classroom.

Section 13 Partial-Day Absence

Absence up to a half day may be granted at the discretion of the employee's supervisor for those situations that cannot be taken care of outside the school day.

Section 14 Personal Leave

Three personal leave days separate from any other leave will be granted each year. The 3 personal leave days granted during the current school year may be:

1. Used by the employee for personal leave, or
2. If not used for personal leave, may be worked as additional hours beyond the school day or year at the employee's per diem rate by submitting the annual per diem sheet.

After August payroll is processed, remaining personal leave days will automatically accumulate for the next school year.

Personal leave allocated for the school year in which an unpaid leave of absence is taken will be prorated.

Requests for personal leave for 3 days or less must be submitted at least 48 hours prior to the need for such leave. Requests for personal leave exceeding 3 consecutive days must be submitted as soon as possible and at least 3 weeks in advance of the dates requested.

Personal leave may be granted during the first 7 or the last 3 student days only by the Superintendent.

Prior to and immediately following all holidays and vacations, and on all other Mondays or Fridays, the following number of employees will be granted leave:

- 1 employee per building with under 125 students,
- 2 employees per building with fewer than 250 students and the Student Support Services Department,
- 3 employees per building with greater than 250 and fewer than 500 students, and
- 5 employees per building with 500 or more students.

Student count will be based upon the FTE from the October 1st enrollment count.

Leaves will be granted based on the earliest employee notification date. The building administrator will use the substitute management system to keep track of requests. Requests for the upcoming school year may be submitted up to one year prior to the day requested. In the event requests received on the same day exceed contract provisions, a lottery will determine selection.

Section 15 Public Office Leave

An employee seeking an elected public office will arrange for a leave of absence without pay for a specific number of days to ensure that campaign duties will not interfere with his/her District responsibilities.

A teacher who is elected to a public office will be granted leave of absence without pay for the time his/her activities make it impossible for him/her to carry out his/her District responsibilities.

Section 16 Sick Leave Sharing

The District will implement a leave sharing program for bargaining unit members consistent with the rules and regulations of the State of Washington. The provisions contained in this section apply specifically to the donation and receipt of illness, injury, and emergency leave accrued by a certificated employee under the provisions of RCW 28A.400.300 (1)(b), and for parental leave under the provisions of RCW 41.04.655.

1. Employees may request Shared Sick Leave under the following conditions: (2024 – WAC 392.136A-030)
 - A. The employee's job is one in which leave can be used and accrued;
 - B. The employee is not eligible for time loss compensation under RCW 51.32;
 - C. The employee has abided by District policies and procedures regarding the use of Sick Leave;
 - D. The employee has exhausted or will shortly exhaust, his/her Sick Leave;
 - E. The condition has caused or is likely to cause the employee to go on leave without pay or terminate District employment.

- F. No more leave may be donated than the recipient can use, e.g., no more than five hundred and twenty-two days (522) days during the recipient's entire term of Washington State School District employment.
2. Employees requesting Shared Sick Leave, should submit the Application for Shared Leave, along with the applicable medical certification to Human Resources. In determining whether an employee is eligible for shared leave, the district may require the documentation allowed under state law (2024 – WAC 392-136A-055). If an employee is found eligible, the district will notify the association and bargaining unit members.
 3. Employees accessing shared leave for the purpose of parental leave may reserve up to 40 hours of accrued leave.
 4. An employee may, of his/her own choice, donate portions of his/her accumulated sick leave to come to the aid of another named employee, regardless of bargaining unit.
 5. A contributing employee must have an accrued sick leave balance of more than 60 days to assign his/her sick leave to another named employee.
 6. An employee may donate up to 6 days from his/her 60 plus day leave balance during any 12-month period.
 7. An employee cannot donate sick leave days that would result in his/her sick leave account balance going below 60 days.
 8. Donations of sick leave will not reduce the ability of an employee to cash out sick leave during the year donated. When calculating eligibility to cash out excess sick leave, donation of sick leave to another employee will be counted toward the 60-day minimum balance required after cash out (2024 – WAC 392-136A-075).
 9. Shared leave will be calculated on a day donated, day received basis.
 10. An employee, as recipient of leave transferred under this section, will be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.
 11. Sick leave time is utilized in the order in which donations are received. In the event the donated sick leave is not fully utilized by the receiving employee, said employee must return the unused sick leave.
 12. An employee requesting use of donated leave will make written request to human resources who will notify the Association President and bargaining unit members.
 - A. No request will be honored unless all leave is expired but application can be made prior to expiration.
 - B. Employees have the option to donate or not to donate.

Section 17 Superintendent's Discretionary Leave

At the exhaustion of any of the leaves contained herein, the employee at the Superintendent's discretion may continue to receive his/her normal salary, but will reimburse the District for any substitute costs and fringe benefits.

ARTICLE VI - INSTRUCTIONAL

Section 1 Academic Freedom

All teachers will be granted academic freedom within statutory limits, and no special limitations will be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subjects to accepted standards of professional responsibility.

These responsibilities include a commitment to democratic tradition, a concern for the welfare, growth and development of children, an insistence upon objective scholarship, and to ensure that the District approved course of study is followed.

The District will support a teacher in his/her exercise of academic freedom so long as it is exercised within the framework of the District approved curriculum and within professionally accepted teaching methods.

The District agrees that mechanical or electronic devices utilized in classrooms will be equipped with privacy controls operable at the teacher's discretion.

Teaching of Controversial Issues

Academic freedom carries with it academic responsibilities. These responsibilities include a commitment to democratic tradition, a concern for the welfare, growth and development of children, and an insistence upon objective scholarship.

1. In discussing controversial issues, the teacher will encourage courteous expression of all individual viewpoints and will try to insure fair and equitable consideration of conflicting points of view.
2. Students will be encouraged to withhold judgment until viewpoints and available information have been considered.
3. In the presentation of all controversial issues, the teacher will make every effort to affect a balance of biases, to insure fair representation of divergent points of view, and opportunity for students to research.
4. The teacher will respect positions other than his/her own. The teacher may state his/her position, biases, or beliefs when requested by students, but should make every effort to identify statements of opinion and statements of fact.
5. When outside speakers on controversial topics are used, administrative approval must be obtained prior to scheduling any guest speaker. Such approval will be exercised in a manner consistent with the principles of free inquiry and expression. If, in the opinion of the administrator, the prestige or rhetoric of the speaker will result in unwarranted persuasion to one viewpoint, he/she may require that proponents of other viewpoints have a similar opportunity to be heard.

Section 2 Social Emotional Learning (SEL)

1. Secondary Advisories:

Comprehensive Secondary schools will provide a student advisory period for the purpose of delivering social emotional learning curriculum, and supporting student success, and facilitating school-wide college and career readiness activities, including annual completion of the High School and Beyond Plan.

- A. The District, in conjunction with a team of secondary teachers, counselors, and administrators, will create an advisory plan that provides equitable opportunities for student access to SEL curriculum across secondary schools.
- B. Lessons and activities will be preplanned, with all materials prepared, and provided to teachers. Teacher may adapt or extend lessons based on student need.
- C. Grades will not be required.

2. Elementary Social Emotional Learning:

Elementary schools will provide a range of opportunities for students to engage in social emotional learning.

Section 3 Classroom Visitation

School visits are governed by Board policy. In addition to requirements of notice, principal approval and procedure for approval and removal of disruptive visitors, employee rights are clarified below.

- 1. All visitors who wish to be present during a class will obtain the approval of the principal after he/she has received input from the teacher. The time will be arranged with the employee after the principal has conferred with the employee.
- 2. The employee will be afforded the opportunity to confer with the visitor before and after the visit, if the visitor is willing to confer.
- 3. Visits to special education programs, including functional academic, functional communication, student connections, and preschool, will be approved by an administrator.

Section 4 Complaints Concerning Staff or Programs

Parents, guardians, or community members will be required to attempt to resolve a problem with an individual staff member prior to making a written complaint as per Board Policy. Upon request, an administrator may facilitate a conference to resolve a concern.

Section 5 Mentor Program

The District and the Association agree that they will implement a voluntary Mentor Program. Novice educators as identified by OSPI Beginning Educator Support Team (BEST) with a 0.5 FTE or more assignment are eligible.

In year one, the mentor educator and the novice educator will receive a stipend of no less than \$500 each. The mentor educator and novice educator in Year 2 will receive a stipend of no less than \$250 each.

Mentor Expectations:

- Attend or provide proof of attendance at an OSPI mentor academy. Engage in ongoing professional development related to mentoring through either district sponsored, ESD or OSPI events.
- Engage in mentoring sessions with beginning teacher on a regular basis which could include but is not limited to; one on one sessions, visiting other classrooms, mentor observing beginning teacher and providing reflective feedback.

Novice Educator Expectations:

- Attend district provided professional development including but not limited to August new teacher orientation and TPEP training.

- Engage in mentoring sessions with mentor teacher on a regular basis which could include but is not limited to; one on one sessions, visiting other classrooms, mentor observing beginning teacher and providing reflective feedback.

No participating employee will be subject to any additional evaluation procedure not outlined in the current Collective Bargaining Agreement. A mentor educator will not in any way participate in, nor contribute to, the evaluation of the novice educator.

Selection Procedure

Opportunities for mentorship will be announced by the administrator via email.

Employees desiring to become mentor educators will apply in writing/via email to the appropriate administrator. Applicants must possess appropriate qualifications and meet the selection criteria below.

Mentor Teacher Qualifications

1. Teaching experience within the same or similar grade level or subject areas as assigned beginning teachers.
2. Employed full time.
3. Previous 3 years of satisfactory or proficient evaluations, and no longer on provisional status.
4. Be a member of the Association.

Selection Criteria

1. Demonstrate effective teaching skills.
2. Have a good understanding and perspective of District and building policies, procedures and programs.
3. Demonstrate good communication and interpersonal skills.
4. Be highly regarded by students, staff and community.
5. Commitment to the success of the mentor educator program.

In the case where more than one mentor applies, the Association leadership will be invited to assist in the selection process. The administrator will seek input from the novice educator.

Under no circumstances will a person be rejected as a mentor for arbitrary, capricious or discriminatory reasons.

Section 6 Staff Development

The District and Association recognize that the teaching profession, both in its method and in its content, is a rapidly changing field. The District implements a variety of state and District required student assessments at each grade level. Such assessments provide information on District accountability for student achievement progress. Data from these assessments are analyzed and used to guide the design of the District's instructional program, curriculum development/adoption programs, and professional development offerings. Each staff member will participate in professional development related to their current assignment.

The District and the Association agree to identify teacher needs cooperatively and to co-sponsor in-service programming designed to assist staff members working with students at risk and/or students with disabilities.

In order to enable teachers to continue improving their professional competence, when feasible the District will offer staff development opportunities with or without credit or clock hours to meet professional needs, as well as provide incentive and encouragement to those teachers who extend their effort to professional courses, conferences, or workshops held outside the District with the following conditions:

1. Staff development offerings sponsored by the District for credit or clock hours will be relevant to the educator's present or planned future responsibility and will be made available at no cost except for materials and transportation costs connected with participation in the course.
2. Where feasible and possible, District in-service courses will be designed and offered for college extension credit or clock hours. All materials, transportation fees, or optional tuition/credit or clock hours will normally be paid by the participant.
3. Courses will be offered in the geographical location most convenient for those participating.
4. Courses will be offered at times which are as convenient as possible for the majority of those participating.
5. Sufficient time will be allowed for educators to reach District-approved meetings.
6. When courses or workshops organized and offered by the District require out-of-district travel in excess of 50 miles, travel expenses up to state-defined per diem travel rates will be paid by the District.
7. When District approved professional conferences are held over 50 miles from the District, travel expenses up to state-defined per diem travel rates will be paid by the District.
8. The state-determined credit approval process will be completed and filed for recording additional credits or clock hours.

Section 7 Student Grades

The District and Association recognize the importance of regular, periodic evaluation of the developmental progress of a student in the course of curriculum to which he/she has been exposed and that these professional conclusions of progress should be justly, efficiently and effectively communicated to parents, guardians, and other individuals and institutions with a legitimate interest in and a need to know of, a student's welfare.

A teacher's professional conclusion of a student's performance will be based on established District grading philosophy, practices and procedures, as well as the teacher's own standards and procedures.

1. Employees will have the right and responsibility to determine grades and other student evaluations, except as set forth below.
2. A teacher's grade or other evaluation of a student may not be changed without consultation by the administrator with the teacher. A proposal for change will be based on an allegation by the administrator that the teacher's original evaluation was based on incomplete, inadequate information or otherwise unsound professional procedure or practice.
3. Should a challenge to a grade occur, the teacher and the challenging party will be afforded a due process hearing before the School Board. Only after such a hearing may the Board direct an employee to revise a grade.

Section 8 Staff Safety/Protection and Student Discipline

WAC 392-400-025: Definitions

1. Confer: the administrator, student, and employee will meet in a timely manner to discuss appropriate behavioral expectations, as well as probable consequences for future, similar infractions.

2. Discipline: Any action taken by a school district in response to behavioral violations.
3. Suspension: A denial of attendance in response to a behavioral violation from any subject or class, or from any full schedule of subjects or classes, but not including classroom exclusions, expulsions, or emergency expulsions.
4. Short-term suspension: A suspension in which a student is excluded from school for up to 10 consecutive days, subject to requirements in WAC 392-400-430 through 392-400-475.
5. Long-term suspension: A suspension in which a student is excluded from school for more than 10 consecutive days, subject to the requirements in WAC 392-400-430 through 392-400-475.
6. In-school suspension: A suspension in which a student is excluded from the student's regular educational setting but remains in the student's current school placement for up to 10 consecutive school days, subject to the requirements in WAC 392-400-430 through 392-400-475.
7. Expulsion: A denial of admission to the student's current school placement in response to a behavioral violation, subject to the requirements in WAC 392-400-430 through 392-400-480.
8. School business day: Any calendar day, except Saturdays, Sundays, or any federal, state, or school holidays, upon which the office of the superintendent of the school district is open to the public for business. A school business day concludes upon the closure of said office for the calendar day.
9. Behavioral violation: a student's behavior that violates a school district's adopted discipline policy.
10. Classroom exclusion: the exclusion of a student from a classroom or instructional or activity area for behavioral violations, subject to the requirements of WAC 392-400-330 through 392-400-335. Classroom exclusion does not include actions that result in missed instruction for a brief duration when:
 - A. A teacher, or other school personnel, attempts other forms of discipline to support the student in meeting behavioral expectations; and
 - B. The student remains under the supervision of the teacher or other school personnel during such brief duration.
11. Disruption of the educational process: the interruption of classwork, the creation of disorder, or the invasion of the rights of a student or group of students.
12. Emergency expulsion: the removal of a student from school because the student's presence poses an immediate and continuing danger to other students or school personnel, or an immediate and continuing threat of material and substantial disruption of the educational process, subject to the requirements of WAC 392-400-510 through 392-400-530.
13. Length of academic term: the total number of school days in a single trimester or semester, as defined by the school board.
14. Other forms of discipline: actions used in response to problem behaviors and behavioral violations, other than classroom exclusion, suspension, expulsion, or emergency expulsion, which may involve the use of best practices and strategies included in the state menu for behavior developed under RCW 28A.165.035.

Possible examples may include restorative justice practices, behavior monitoring, mentoring, peer mediation, social skills instruction, de-escalation, positive reinforcement, redirection, reteaching, time-out, check in/check out, refocus/reflection, apology note/picture/letter, journaling, surveys (i.e., interest interviews), conference, parent phone call, recess plan, take a break plan or schedule, etc.

The District will reimburse the employee for vandalism damage to an employee's vehicle under the following conditions:

1. The employee claiming the loss must be the registered owner or the spouse of the registered owner of the family vehicle which has been damaged, and
2. There must be evidence that vandalism occurred while the vehicle was at the employee's assigned work location, and
3. A copy of a police report must be submitted with claim, and
4. Damage resulting from a collision or damage from another vehicle is not reimbursable, and
5. Reimbursement will be one-half (1/2) of the amount of the loss or one-half (1/2) of the employee's deductible, whichever is less, but not to exceed one hundred dollars (\$100.00) per employee per school year.

Each school will have and follow a school-wide discipline plan which aligns with School Board policy.

1. The District will provide a discipline framework to each school in order to support district-wide consistency and calibration.
2. The school-wide discipline plan will be reviewed at least once a year with all stakeholders prior to the beginning of the school year, and updated as needed. At the review, an opportunity for input will be provided. Employees are expected to follow the school-wide discipline plan.
3. The school-wide discipline plan will include:
 - A. The district/school's philosophical approach to providing a productive learning environment and support to individual students (e.g. district policy/procedure, mission statement).
 - B. A resource guide defining a comprehensive list of resources of support. This list of resources includes, but is not limited to, a directory of individuals in the following roles: School Counselors, Nurses, Administrators, Student Support Services, Mental Health Services and other community resources (ex: Communities in Schools).
 - C. Purpose and use of intervention spaces (ex: de-escalation/calming stations).
 - D. Classroom-based interventions that may be utilized to address student behavior.
 - E. A consistent process for documenting student behavior, submitting an office referral, and communicating the outcome of an office referral.
 - F. A consistent process for requesting additional support for students in the learning environment and/or removing a student from the learning environment.
 - G. A consistent communication process, with prompt response, between staff and administrative support and an immediate response when deemed necessary.

The District will make professional development available for voluntary attendance by teachers and other certificated staff concerning applicable federal, state and local laws and District rules, regulations and procedures pertaining to student rights, teacher rights, due process and the processing of student discipline.

When students are present during the school day, the District will have an administrator or designee present at each worksite to assist teachers and other certificated staff in implementing the student discipline policy.

When the administrators are absent from the building, a substitute will be designated and staff will be notified.

The Board and the Superintendent shall support and uphold employees in their professional efforts to maintain student discipline and a safe learning environment in the District. The teacher may use professional judgement

concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal or state laws and regulations.

The District will inform the Association prior to changing student discipline policies and procedures.

When a student is enrolled in the school, any specific areas of concern about such student that are related to staff safety or student safety will be communicated to staff with a legitimate educational interest 24 hours in advance, if that information is known prior to enrollment. As information becomes available after enrollment, notification will occur as soon as feasible. The principal or his/her designee will be responsible for dissemination of such information to pertinent staff. Employees shall receive point of contact information regarding response/support team member(s) at each building and mental health support for students at each building.

Further, the Board supports the authority of teachers and other certificated staff to use prudent disciplinary measures for the safety and well-being of students and teachers. In the exercise of authority by a teacher to control and maintain order and discipline, the teacher will use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board.

Classroom Exclusions: (Not to exceed the remaining balance of the school day)

Teachers are authorized (as described in RCW 28A.600.020) to exclude from their classroom, or instructional, or activity area, any student who creates a disruption of the educational process in violation of the building student discipline policy. Before excluding a student, a teacher must first attempt one or more other forms of discipline to support the student in meeting behavioral expectations, unless the student's presence poses an immediate and continuing danger to other students or school personnel or an immediate and continuing threat of material and substantial disruption of the educational process. The student may be excluded by the teacher from the teacher's classroom or instructional activity area for all or any portion of the balance of the school day, or up to the following two days or until the principal or designee and employee have conferred and planned for the student's return - whichever occurs first. Every effort will be made to avoid having the conference during instructional time.

The conference between the employee and administrator/designee occurs to discuss topics such as:

1. What was the student behavior and the factors contributing to the incident?
2. What corrective action, restorative action, and/or intervention has been utilized?
3. What does the class and/or employee need before the student returns?
4. What does the student need before returning to the learning environment?
5. What is the plan to help the student avoid the same behavior in the future?
6. What are the next steps if the behavior continues?

Prior to the student being readmitted to the learning environment, the employee shall be informed of the outcome of the office referral.

Short-Term Suspension: (More than the-remaining balance of the school day)

When a teacher requests that a student be removed for more than the remaining balance of the school day, the teacher and principal/designee will confer. Students' due process rights as provided by law will be observed in the case of any short-term suspension. Before re-admittance to class, the teacher and building administrator will meet to attempt to mutually establish future behavior expectations of the student. If agreement cannot be reached, the principal will establish the future behavior expectations of the student.

Student Discipline Meetings, Due Process Hearings, Re-entry Meetings

If an employee is asked to attend (or submit information) to Student Discipline Committees, Due Process Hearings, or Re-entry Meetings, said meeting will not be scheduled during a teacher's planning period without consent of the teacher.

Teacher Role in Student Grievance Process

Each teacher will be advised within 5 working days of a complaint that may result in disciplinary action made regarding the teacher's role in student discipline. They will be given the opportunity to present information regarding the student's behavior and discipline to the appropriate administrator for presentation in a meeting with the complaining party.

Use of Force

1. An employee is authorized to use force upon or toward a student or other person on or around school premises when reasonably necessary to control spontaneous behavior that poses an imminent likelihood of serious harm in accordance with Policy and Procedure 3246.

Dangerous Weapons

1. The principal will thoroughly investigate reports and rumors regarding weapons, explosives and fireworks and take prompt and reasonable action to protect employees and students and their property. The student's parents or guardians will be promptly informed of the incident and disciplinary action may result from these investigations.
2. The principal will thoroughly investigate reports and rumors regarding dangerous weapons, as defined by Board Policy 4210, and take prompt and reasonable action to protect employees and students. An appropriate school authority will promptly notify the student's parent or guardian and the appropriate law enforcement agency of known or suspected violations of Policy 4210.

Students who violate Policy 4210 will be subject to discipline. Students who have possessed a firearm on any school premises, school-provided transportation, or school-sponsored activities at any facility will be expelled for not less than one year pursuant to RCW 28A.600.420. The Superintendent may modify the one-year expulsion for a firearm on a case-by-case basis.

The District may also suspend or expel a student for up to one year if the student acts with malice (as defined under RCW 9A.04.110) and displays a device that appears to be a firearm.

Staff Supports

1. Special education staff will receive professional development regarding discipline for students receiving special education services. The district will provide support to teachers who deal with violent or aggressive students. Support may include de-escalation training, para support, and/or reduction in class size.
2. General education teachers assigned students with 504 plans or IEPs will have an opportunity to give input into behavior intervention plans of students assigned to them. Input may be shared with the team prior to the meeting should an affected employee be unable to attend.
3. Teachers whose classrooms have been damaged/destroyed due to student behavior may initiate a conversation with the building principal to discuss compensation at the hourly rate to reassemble the room, up to three (3) hours per incident, at the discretion of the building principal.

ALE Staff Safety

1. There will be no less than 2 employees at an ALE site (WIN, Homeworks, Three Springs) at any time when students are present.
2. The District will provide a walkie-talkie, or similar communication device, for ALE staff to communicate with supporting administrator if that administrator is not located in the same building.

Physical and verbal assault protections

1. The District and the Association recognize the importance of a school and work environment free from physical and verbal abuse, and free from unlawful disturbance. The District shall support teachers by enforcing applicable laws and District policy and procedures that protect teachers and the integrity of the educational process.
2. Any student committing any act under RCW 9A.36 (assault, physical harm), 9A.40 (Kidnapping, unlawful imprisonment, custodial interference, luring, trafficking, and coercion of involuntary servitude), 9A.46 (harassment), or 9A.48 RCW (arson, reckless burning, and malicious mischief), when the act is directed towards the teacher/employee, shall not be placed in that teacher or employee's classroom and/or caseload.
3. Any employee who is the victim of any of the acts identified above has the right to meet with his or her supervisor within 2 days of the incident or as soon as possible. The employee may also elect to meet with the superintendent during that same period of time.

Section 9 Building-Level Decision Making (Previously known as Site-Based)

The District and Association acknowledge that implementation of decisions is most effective when those responsible for implementation support the decision and are invested in the outcome. Building-level decision making is defined as a joint planning and problem-solving process that seeks to improve student learning and the quality of work life.

Each building will utilize the following building-level decision making process to give staff an avenue to voice concerns and discuss options for solving these concerns.

1. Each building will have a chairperson who is selected and receives an annual stipend as outlined in Appendix B-4.
Duties of this position include, but are not limited to:
 - A. Gather topics/concerns shared by staff
 - B. Meet with principal/administrator to develop agenda
 - C. Prepare and distribute meeting agendas
 - D. Hold monthly meetings
 - E. Prepare and distribute minutes for meetings in a timely manner
2. Everyone in the building is welcome and encouraged to attend these meetings.
3. If the principal/administrator, in collaboration with the chairpersons, determines a vote is appropriate, simple majority will rule.

Principal/administrator, in collaboration with the chairpersons, are responsible for determining structures and methods (e.g., surveys, voting, etc.) for staff to provide input on building decisions within the guidelines of state and federal law, Board policy, and the Collective Bargaining Agreement.

Section 10 Access to Records

Employees who have legitimate educational interests will have access to relevant educational records, in accordance with state and federal regulations.

Section 11 Student Access to FAPE (Free Appropriate Public Education)

In order to facilitate the teaching of students with disabilities and provide health/medical and legal safeguards for the students and the employees, the District will make a good faith effort to provide the receiving teacher with the equipment, materials and personnel necessary to provide the student a free appropriate public education.

Section 12 Least Restrictive Environment: Placement of Students with Disabilities

The District and Association recognize that all students are general education students first and that students eligible for special education have a right to participate in the instruction in the general education setting and are entitled to supplementary supports of special education services. Cheney School District is committed to an inclusive approach to meet the needs of all students. Inclusion means that all students are full and accepted members of their school community, in which their educational setting is the same as their non-disabled peers, whenever appropriate. As the district continues to expand educational services for students with disabilities within the general education classroom setting, the District and the Association recognize the need to move forward with thoughtful intentionality.

To achieve this:

1. The district-wide Inclusive Practices Leadership Team composed of stakeholders at all levels (central admin, building admin, general education teachers, special education teachers, and ESAs will, for the duration of this agreement that started on September 1, 2024, continue to:
 - A. Research high leverage teaching practices centered on the inclusion and support of students with individualized education programs (IEPs) in the general education classroom.
 - B. Review the district-wide action plan which includes, but is not limited to:
 - i. Communication systems for distributing the IEP at a glance and for sharing individual student needs in the general education setting.
 - ii. A collaborative relationship between general and special education staff.
 - C. Provide structure and guidance for building-based professional development in order to:
 - i. Foster shared understanding of what inclusion means, how it is implemented, and what role each member plays in making it successful.
 - ii. Learn evidence-based instructional practices to support diverse learners.

Special education teams, as defined in current regulations, will make the determination regarding eligibility. Following the determination that a student is eligible, an Individualized Education Program (IEP) meeting will be held in accordance with current regulations. The IEP team determines the appropriate placement for a student eligible for special education services, including amount of time in special and general education settings, in alignment with current regulations regarding least restrictive environment.

If a staff member believes a student's placement is no longer appropriate, a team meeting may be requested to discuss options. This may include re-evaluation and/or convening a new IEP meeting.

Any teacher may request paraeducator assistance. Principals will review all requests and will also consider the building special education team's recommendations in decisions regarding paraeducator time.

Section 13 Case Manager Responsibilities

1. The primary special education service provider is also the case manager for students who receive special education services.

Primary can be defined as the only service provider, the service provider with most service time, or when the student is only eligible for related services, as defined in WAC 392-172A-01155, the following order of case manager will be used: SLP, then OT, then PT.

2. The following is a list of case manager responsibilities for all special education service providers:
 - A. Provide parent/guardian a draft of the IEP document not less than 24 hours before the IEP meeting.
 - B. Following the IEP meeting, lock the IEP within five (5) working days of the IEP meeting and submit/upload all signature pages (except in the case of initial IEPs when the evaluation and IEP meeting occur on the same day).
 - C. In the instance of the need for an amendment, complete the amendment (including any necessary meetings) within three (3) weeks.
 - D. Continue case managing students who are removed/excluded from campus.

Section 14 Evaluation Coordinator Responsibilities

1. Complete transfer reviews for students who are eligible for special education services and have enrolled into the school district within 10 working days of the student enrolling and the receipt of educational records.
2. Provide a draft evaluation to the parent/guardian not less than 24 hours before the Evaluation meeting.
3. Following the Evaluation meeting, lock the evaluation within 10 working days of the evaluation meeting, and submit/upload all signature pages.

Section 15 Instructional Materials

Each certificated employee will have the Board approved instructional materials required for their assignment. An annual inventory will be completed to ensure materials are accounted for and available.

Section 16 Prerequisites in High School Courses

To support student learning at higher levels, every effort will be made to honor the prerequisites set in high school courses. Prerequisites may be waived by mutual agreement of teacher and administrator. Nothing in this section prohibits a combination or collapse of classes based on student enrollment/interest.

ARTICLE VII – SUPPORT PERSONNEL EVALUATION

Section 1 Purpose of Evaluation

The purpose of evaluation is to encourage improvements in teaching and learning through the use of clear performance standards and authentic assessment practices. The evaluation process is intended to be respectful, meaningful, helpful, emphasize positive interaction between the evaluator and the person being evaluated, and provide support for professional growth. Certificated support personnel holding non-administrative positions (collectively referred to as "employees") herein will be evaluated during each school year in accordance with the following procedures and criteria.

Section 2 Definition of Terms

1. Support Personnel: For the purpose of evaluation, support personnel are defined as a certificated employee who provides services to students and holds one or more of the educational staff associate certificates under WAC [181-79A-140\(5\)](#). These include but are not limited to speech language pathologist, occupational therapist, physical therapist, school psychologist, instructional coach, school counselor, and nurse.
2. Provisional Employees: For the purpose of evaluation, provisional employees are those employees so defined by state law.
3. Evaluator: For the purpose of evaluation, the evaluator within each school is the principal, supervisor, or any other credentialed administrator.

Section 3 Required Evaluation

Responsibility for Evaluation

Within each school the principal/supervisor or his/her administrative/supervisory designees (hereafter referred to as evaluator) will be responsible for the evaluation of employees assigned to that school. Any principal or other supervisor may designate other administrative and/or supervisory staff members to assist in the observation and evaluation process. Employees will be notified who their evaluator is prior to October 1st of each year. If an employee is not so notified, the employee will seek clarification. If circumstances occur that necessitate a change in the evaluator, the employee will be notified of the change. The administrative organization plan of the School District will be used to determine lines of responsibility for any employee who is not regularly assigned to a school.

Evaluation Process

1. All employees newly employed by the School District will be observed within the first 90 calendar days of the commencement of their employment. Third-year provisional employees will be observed at least three times for a total of 90 minutes.
2. All employees, including new employees, will be evaluated at least once each school year, such evaluation to be completed not later than June 1.
3. If an employee is transferred to another position, not under the supervisor's jurisdiction, an evaluation shall be made by the supervisor at the time of transfer or by the new supervisor.
4. If an employee resigns during the school year, a final evaluation may be completed prior to the resignation date.
5. In addition to the required evaluations, the evaluator may make observations at any time during the school year for improving employee performance.

Summative Evaluation Procedures

1. Following the completion of an evaluation report, the evaluator and/or the employee may request a meeting to discuss the report.
2. The employee will sign the School District's copy of the evaluation report indicating receipt of the document. The signature of the employee does not necessarily imply that the employee agrees with the contents of the evaluation report.
3. The employee will have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy and prior to the report being forwarded to the District personnel office; or they may be forwarded to the personnel office within 7 school days following the evaluation conference.
4. The employee receiving a needs improvement or unsatisfactory in any of the criteria may meet and confer with the evaluator no later than October 1st of the following school year. The purpose of the meeting is to discuss strategies and support structures to assist the employee in demonstrating satisfactory performance in the areas that need to improve.

Section 4 Evaluation Options and Forms

Evaluation Options

The 2 evaluation options available to the District include:

1. Support Personnel Comprehensive evaluation
2. Support Personnel Focused evaluation

Employees who meet the following criteria may, upon mutual consent of the employee and the supervising administrator, be evaluated using the focused option.

1. All major criteria identified in the support personnel comprehensive evaluation instrument for the previous 4 years must be proficient.

As per RCW 28A.405.100, it is mutually agreed by both the District and the Association that the employee must return to the comprehensive evaluation at least once every 5 years. During the 5th year, a support personnel comprehensive evaluation will be conducted.

As needed, an evaluator may require that a comprehensive evaluation process be conducted in any given year.

Evaluation Forms

Evaluation forms are professional instruments which are to be used only for the purposes listed on them and interpreted by appropriate and authorized certificated personnel within the District. They are not to be released from confidential District personnel files unless required by law.

The evaluation and observation forms can be found on the human resources → CEA webpage (at the completion of the committee work).

Section 5 Support Personnel Comprehensive Evaluation

Minimum Observation Criteria

During each school year each employee will be observed for the purpose of comprehensive evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year will be not less than 60 minutes. A minimum of one observation for a total observation time of 30

continuous minutes will be required in connection with the evaluation of all employees. At least one observation will be considered formal. Formal observations will include a pre-conference meeting prior to the observation, utilization of the Evaluation Criteria (Section 7) as a basis for the observation, and a post-conference with the employee within 5 school days following the observation.

Upon completion of an observation for the purpose of evaluation by the evaluator, an observation report will be prepared and a copy given to the employee within 5 school days following the observation.

Section 6 Focused Evaluation

Requirements

If the focused evaluation is elected, it will become a shared cooperative growth vehicle between the support personnel and evaluator. Employees on focused evaluation will select one criterion to set a personal/professional goal. The goal should be tied to improving student learning.

Evaluation Options

Focused evaluation will occur in one of the following manners:

1. One 30-minute observation followed with a written summary. Final evaluation must be completed no later than June 1.

OR

2. 2 observations totaling 60 minutes without a written summary of such observations. The final evaluation must be completed no later than June 1.

Section 7 Criteria

The criteria and indicators on the evaluation forms reflect the duties and responsibilities of support personnel. The 5 criteria and indicators provide a common language for professional discussion. The lists are not all inclusive nor are they intended to be used as a checklist. WAC 392-191-020

1. Knowledge and scholarship in field
2. Specialized skills
3. Management of special and technical environment
4. The support person as a professional
5. Involvement in assisting pupils, parents, and educational personnel

**A committee will be formed to create the comprehensive and focused evaluation and observation forms during the 2024-2025 school year, using the 5 criteria listed above. The committee will be led by Teaching and Learning in collaboration with SSS and the CEA president. The committee will have representation from a variety of Support Personnel roles. Every effort will be made to have the criterion and forms ready for piloting by November 1, 2024.

Section 8 Probation

1. Evaluator's Report

For the purpose of probation, if an evaluator determines on the basis of the evaluation criteria that the performance of an employee, other than a provisional employee, under his/her supervision is unsatisfactory, the evaluator will report the same in writing to the Superintendent. The report will include the following:

- A. The evaluation report prepared pursuant to the provisions of this CBA.
- B. A recommended specific program designed to assist the employee in improving his/her performance.
- C. Any written comments by the employee.

2. Establishment of Probationary Period

If the Superintendent concurs with the evaluator's judgment that the performance of the employee is unsatisfactory, the Superintendent will place the employee in a probationary status. The employee will be given written notice of the action of the Superintendent, which notice will contain the following information:

- A. Specific areas of performance deficiencies.
- B. A suggested specific program for improvement.
- C. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area or areas of deficiency.
- D. A statement indicating areas of assistance to be provided by the supervisory staff.

3. Evaluation during the Probationary Period

- A. At or about the time of the delivery of a probationary letter, the evaluator will hold a conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.
- B. During the probationary period the evaluator will meet with the probationary employee approximately once every 2 school weeks to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of Section 3, paragraphs 3A and 3B (Summative Evaluation Procedures) will apply to the documentation of evaluation reports during the probationary period.
- C. The probationary employee will be removed from probation at any time he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation. In this event, a statement will be attached to the probationary letter indicating the employee has successfully met the conditions of probation.

4. Evaluator's Post Probation Report

Unless the probationary employee has previously been removed from probation, the evaluator will submit a written report to the Superintendent at the end of the probationary period. The report will identify whether the performance of the probationary employee has improved and will set forth one of the following recommendations for further action:

- A. That the employee has demonstrated sufficient improvement to justify the removal of the probationary status; or
- B. That the employee has demonstrated sufficient improvement to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
- C. That the employee has not demonstrated sufficient improvement and action should be taken to non-renew the employment contract of the employee.

5. Action by the Superintendent

Following a review of all reports submitted pursuant to paragraph 4, the Superintendent will determine which of the alternative courses of action is proper and will take appropriate action to implement such determination. In the event that the Superintendent determines that the employee has not demonstrated sufficient improvement, the Superintendent will make a determination of probable cause for the non-renewal of the employee's contract and will provide written notice thereof to the employee on or before May 15th pursuant to applicable law.

6. Implementation of the Law

Should any conflict arise between this procedure and the law, the law will be controlling.

7. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

ARTICLE VIII – TPEP EVALUATION

Section 1 Purpose of Evaluation

The purpose of evaluation is to encourage improvements in teaching and learning through the use of clear performance standards and authentic assessment practices. The evaluation process is intended to be respectful, meaningful, helpful, emphasize positive interaction between the evaluator and the person being evaluated, and provide support for professional growth. Certificated classroom teachers will be evaluated during each school year in accordance with the following procedures and criteria.

The parties agree that the following evaluation system for all classroom teachers is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in 2024 - RCW 28A.405.110, utilizing the Marzano Instructional Framework as the district's adopted framework, which includes an electronic resource for all steps in the process (e.g., iObservation):

1. An evaluation system must be meaningful, helpful, and objective;
2. An evaluation system must encourage improvements in teaching skill, techniques, and abilities by identifying areas needing improvement;
3. An evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and
4. An evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.
5. Utilize the Marzano Instructional Framework electronic evaluation system as the district's adopted framework system.

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in 2024 - WAC 392-191A-050:

1. To acknowledge the critical importance of teacher quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.
2. To identify particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher needs to improve his/her performance.
3. To assist classroom teachers who have identified areas needing improvement, in making those improvements.

Section 2 Evaluator Qualifications

Each administrator, each principal, or other supervisory personnel who has responsibility for evaluating classroom teachers is required to have training in evaluation procedures. Before implementation of the revised evaluation systems required under 2024 - RCW 28A.405.100, principals and administrators who have evaluation responsibilities must engage in professional development designed to implement the revised systems and maximize rater agreement. (2024 - RCW 28A.405.120)

Section 3 Classroom Teacher/Teacher vs Certificated Support Personnel

'Classroom Teacher' means a certificated employee who provides academically focused instruction to students. Certificated Support Personnel includes school speech pathologists or audiologists, school counselors, school nurses, school occupational therapists, school physical therapists, school psychologists, school social workers,

coaches, TOSAs who do not directly teach students, ALE and other bargaining members who do not meet this definition. (Those roles are defined in 2024 - WAC 392-191A-030)

Section 4 Professional Development

Professional Development will be made available to support each new teacher in learning the Marzano framework and the evaluation process (comprehensive and focused).

Section 5 Definitions

1. Criteria: The 8 Washington State criteria from the law
2. Components: The sub-section of each criterion, based on instructional framework
3. Evaluator: Certificated administrator who has been trained per Section 2 and 2024 - RCW 28A.405.120.
4. Provisional Employees: For the purpose of evaluation, provisional employees are those employees so defined by state law.
5. Evidence: Observed practice, products or results of a classroom teacher's work that demonstrates knowledge and skills of the educator, including conversations between evaluator and teacher
6. Artifact: A tangible product of learning. (www.marzanoresearch.com)
7. Not Satisfactory:
 - Level 1: Unsatisfactory – receiving a summative score of one is not considered satisfactory performance for a teacher
 - Level 2: Basic – If the classroom teacher is on a continuing contract with more than 5 years of teaching experience and if a summative score of 2 has been received 2 years in a row or 2 years within a consecutive 3-year period, the teacher is not considered performing at a satisfactory level
8. Student Growth: Student growth is the change in student achievement between two points in time (2024 - [RCW 28A.405.100](#)). Student growth refers to the learning progress made by students through instructional experiences.
9. Observe: "Observe" or "observation" means the gathering of evidence made through classroom or worksite visits, other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional framework rubrics. (2024 - WAC 392-191A-030)

Section 6 State Criteria

1. Centering instruction on high expectations for student achievement,
2. Demonstrating effective teaching practices,
3. Recognizing individual student learning needs and developing strategies to address those needs,
4. Providing clear and intentional focus on subject matter content and curriculum,
5. Fostering and managing a safe, positive learning environment,
6. Using multiple data elements to modify instruction and improve student learning,
7. Communicating and collaborating with parents and the school community, and
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

Section 7 Instructional Framework

The parties have agreed to the adopted evidence-based Marzano Instructional Framework. The district will provide a PDF copy of the Marzano Instructional Framework documents to all newly hired employees. The Marzano Instructional Framework is available to all staff via the electronic evaluation platform.

Section 8 Criterion Performance Scoring

Each rating will be assigned the following numeric values:

- Unsatisfactory 1
- Basic 2
- Proficient 3
- Distinguished 4

Section 9 Summative Performance Rating

A classroom teacher on comprehensive evaluation will receive a summative performance rating for each of the 8 Washington State evaluation criteria. The overall summative score is determined by totaling the 8 criterion-level scores per the OSPI summative evaluation scoring bands as follows:

- 8-14 Unsatisfactory
- 15-21 Basic
- 22-28 Proficient
- 29-32 Distinguished

Evaluators will use the established electronic evaluation platform.

Section 10 Student Growth (SG) Criterion Score

1. Embedded in the instructional framework are 5 components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the OSPI student impact scoring band as follows:
 - 5-12 Low
 - 13-17 Average
 - 18-20 High
2. The process for student growth goal setting will follow the language set forth in the Washington State Criteria for Teachers. Current rubrics can be found on the OSPI website (Final Revised Student Growth Goal Rubrics - 2024).
3. Student growth data that is relevant to the teacher and subject matter must be a factor in the evaluation process and must be based on multiple sources of achievement, data, which can include classroom-based, school-based, district-based, and state-based tools. Student growth data elements may also include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate. Student growth data elements may also include the teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate. As used in this subsection, "student growth" means the change in student achievement between 2 points in time. (2024 - RCW 28A.405.100)

4. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, he/she must be automatically moved to the 3 – Proficient level for his/her summative score. A student growth score of "1" in any of the rubric rows will result in an overall low student growth impact rating resulting in the initiation of the required student growth inquiry. Within 2 months of receiving the low student growth score or at the beginning of the following school year, one or more of the following must be initiated by the evaluator (2024 - WAC 392-191A-080, 2024 - WAC 392-191A-100):
 - A. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on classroom, school, District and state-based tools and practices;
 - B. Examine extenuating circumstances possibly including: goal setting process; content and expectations, student attendance, and the extent to which curriculum, standards and assessment are aligned;
 - C. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;
 - D. Create and implement a professional development plan to address student growth areas. (2024 - WAC 392-191A-100)
5. Student growth goals, professional growth goals, as well as the monitoring and assessment of both will occur as a collaborative and interactive process within the electronic evaluation system.

Section 11 Procedural Components of Evaluation

Notification

The teacher will be notified by October 1st each year of their evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

Evidence

- The evaluator and employee will collect and share artifacts and evidence necessary to complete the evaluation.
- The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The artifacts and evidence provided by the teacher may be used to determine the final evaluation score.

Electronic Monitoring

Electronic devices will not be used to listen to or record the procedures of a class for evaluation purposes without teacher permission.

Section 12 Comprehensive Evaluation Process

A comprehensive evaluation will include evaluation of all 8 Washington State criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every 6 years. Provisional teachers will be evaluated using the comprehensive process during each year of their provisional status.

1. Evaluators must observe all classroom teachers for the purposes of a comprehensive evaluation at least twice each school year in the performance of their assigned duties. Evaluators must observe all

employees who are subject to a comprehensive evaluation for a period of no less than 60 minutes during each school year.

2. Evaluators must observe new employees at least once for a total observation time of 30 minutes during the first 90 calendar days of the new employee's employment period.
3. Evaluators must observe employees in the third year of provisional status at least 3 times in the performance of the employee. The total observation time for the school year must not be less than 90 minutes for such employees.
4. Following each observation, or series of observations, the evaluator or his/her designee must:
 - A. Promptly document the results of the observation in writing within the electronic evaluation system; and
 - B. Provide the employee with the digital observation report within the electronic evaluation system within 3 days after such report is prepared.
5. Each classroom teacher will have the opportunity for a minimum of 2 confidential conferences during each school year with his/her evaluator either:
 - A. Following receipt of the written evaluation results; or
 - B. At a time mutually satisfactory to the participants.
6. The purpose of each such conference will be to provide additional evidence by either the evaluator or certificated classroom teacher to aid in the assessment of the certificated classroom teacher's professional performance against the instructional framework rubrics. (2024 - WAC 392-191A-130)

Final Summative Evaluation

An overall summative score will be derived by a calculation of all criterion scores and determine the final 4 level rating based on the superintendent of public instruction's determined summative evaluation scoring band. Criterion scores, including instructional and student growth rubrics, must be determined by an analysis of evidence. The final summative evaluation report will be completed and shared with the employee within and via the electronic evaluation system. Evaluators must analyze the student growth score in light of the overall summative score and determine outcomes. (2024 - WAC 392-191A-080)

Section 13 Focused Evaluation Process

The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process, and will include evaluation of one of the 8 state criteria. If a non-provisional teacher has scored at Proficient or higher the previous year, he/she may be evaluated using the Focused Evaluation, provided that the teacher may only remain on the Focused Evaluation for 5 years before returning to the Comprehensive Evaluation. The final focused evaluation report will be completed and shared with the employee within and via the electronic evaluation system.

A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher's evaluator.

- One of the 8 evaluation criteria must be assessed in a focused evaluation. The selected criterion must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. (2024 - WAC 392-191A-120)
- If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
- If criterion 3, 6 or 8 are selected, evaluators will use those student growth rubrics.

- School districts must ensure that all classroom teachers are observed for the purposes of focused evaluation at least twice each school year in the performance of their assigned duties. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside the classroom setting. School districts must ensure that all certificated classroom teachers who are subject to a focused evaluation are observed for a period of no less than 60 minutes during each school year. (2024 - WAC 392-191A-110)
- Observations for the focused evaluation will follow the process set forth in the Comprehensive Evaluation Process, above.

The evaluation must include an assessment of the criterion using the instructional framework rubrics and the superintendent of public instruction's approved student growth rubrics. More than one measure of student growth data must be used in scoring the student growth rubrics. A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide the evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator. Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive for that school year, the teacher must be informed of this decision in writing at any time on or before December 15th. (2024 - WAC 392-191A-120)

Section 14 Support for Basic and Unsatisfactory Performance

When a teacher with more than 5 years of experience receives a summative evaluation score below proficient, the following options for support from the District and Association, as agreed between the employee and evaluator, may include:

- Workshops
- In-service Training (may be required as per 2024 - RCW 28A.405.140)
- Peer coaching
- Reading materials
- Mentorship (may be required as per 2024 - RCW 28A.405.140)
- Release time to observe colleagues' instruction

Section 15 Probation

Any time after October 15th a classroom teacher, other than a provisional employee, whose work is judged not satisfactory based on the scoring criteria the employee will be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.

The purpose of the probationary period is to give the employee opportunity to demonstrate improvement in the area of deficiency.

The following comprehensive summative evaluation performance ratings mean a classroom teacher's performance is judged not satisfactory:

1. Level 1 – Unsatisfactory or
2. Level 2 – Basic – if the teacher is a continuing contract employee under 2024 - RCW 28A.405.210 with more than 5 years of teaching experience and if the Level 2 comprehensive summative evaluation performance rating has been received for 2 consecutive years or for 2 years within a consecutive 3-year time period.

Teachers on continuing contracts who have been assigned to teach outside of their endorsements will not be subject to non-renewal or probation based on evaluation of their teaching effectiveness in the out-of-endorsement assignments per 2024 - WAC 181-82-110.

During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for non-renewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district.

A probationary period of 60 school days will be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the probationer has 5 or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than level 2.

The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of 2024 - RCW 28A.405.300.

During the probationary period the evaluator will meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.

The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency.

Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by ESD 101 and selected from a list of evaluation specialists compiled by the educational service district. Such additional certificated employee will be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation.

If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

The probationer must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement.

A classroom teacher must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2 or above for a continuing contract employee with 5 or fewer years of experience, or level 3 or above for a continuing contract employee with more than 5 years of experience. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under 2024 - RCW 28A.405.300 or 28A.405.210.

When a continuing contract employee with 5 or more years of experience receives a comprehensive summative evaluation performance rating below level 2 for two consecutive years, the school district will, within 10 days of the completion of the second summative comprehensive [comprehensive summative] evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in 2024 - RCW 28A.405.300.

Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and plan of improvement, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. In the case of a classroom teacher who has been transitioned to the revised evaluation system, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year immediately following the completion of a probationary period that does not result in the required comprehensive summative evaluation performance ratings required to be removed from probation per 2024 - RCW 28A.405.100.

This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term. (2024 - RCW 28A.405.100)

Probable Cause: The teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article will have 10 calendar days following receipt of said notice to file any notice of appeal as provided by statute. (2024 - RCW 28A.405.300)

Section 16 Evaluation Results

Evaluation results will be used:

1. To acknowledge, recognize, and encourage excellence in professional performance.
2. To document the level of performance by a teacher of his/her assigned duties.
3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
4. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
5. As one of multiple factors in making human resource and personnel decisions.
6. The final focused evaluation report will be completed and shared with the employee within and via the electronic evaluation system.

Section 17 Implementation of the Law

Should any conflict arise between this procedure and the law, the law will be controlling.

ARTICLE IX - GRIEVANCE PROCEDURE

Section 1 Purpose

The purpose of this grievance procedure is to provide a means for the orderly and expeditious adjustment of grievances of individual employees of the District. It is recognized that employees may find a situation which is unsatisfactory and therefore needs a standardized method of resolving conflict. In all cases, it is understood that all parties involved in the grievance will work toward a just and amicable settlement.

Section 2 Definitions

1. Grievant: One or more teachers who singularly or jointly allege a violation of this Agreement as it concerns their individual or collective interests. The Association will be the grievant where class grievances are involved.
2. Class Grievance: Grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association on behalf of the grievant(s) at Step 2.
3. Grievance: A claim by a teacher, group of teachers, the Association or the School District that there has been a violation or unjust application of the terms and conditions of this Agreement. Adverse changes of contract will not be considered a grievance under this contract.
4. Days: Will mean student days.

Section 3 Time Limits

If the grievant fails to file a grievance or appeal according to the timeline described below, the grievance may not be pursued any farther. If the District fails to meet a timeline, the grievant may proceed to the next step of the procedure. The time limits will be strictly observed but may be extended by agreement of the parties. If a grievance process runs beyond the end of the school year, the grievant may elect to proceed through the steps and utilize business days rather than student days as defined in Section 2. Either the grievant or the Association will notify the Human Resources Director by email by the end of the day on the last day of school of their intention to continue the process during the summer months.

Section 4 Procedure

STEP 1

- A. The parties involved acknowledge that it is usually most desirable for any employee and their immediately involved supervisor to resolve problems through free and informal communications.
- B. Within 15 student days following knowledge of the act or condition which is the basis of the complaint, the grievant must present the grievance in writing on a Grievance Report Form (District Form No. 510) to his immediate supervisor. (See Appendix F.)
- C. The supervisor will arrange a meeting to take place within 5 student days after receipt of the grievance. The grievant and/or their representative and the supervisor will be present for the meeting.
- D. The supervisor will provide the aggrieved party and/or their representative with a written decision on the grievance within 5 student days of the meeting. Such decision will include the reasons upon which it is based.

STEP 2

- A. If, within 5 student days, the grievant is not satisfied with the disposition of their grievance at Step 1, or if no decision has been rendered within 5 student days after Step 1, part C, then the grievance may be

appealed to the Superintendent or their official designee. The Association and the District may mutually agree to have this step heard by the Labor/Management Committee. In all cases, however, the Step 2 decision will be made by the Superintendent or their official designee. Grievant will use Step 1, Section E on the Grievance Report Form for their appeal.

- B. The Superintendent will arrange for a hearing with the grievant and/or their representative to take place within 10 student days of their receipt of the appeal.
- C. Any employee involved in a grievance will have the right to be represented by legal counsel and to call any witnesses they deem necessary to develop facts pertinent to the grievance.
- D. Upon conclusion of the hearings, the Superintendent will have 5 student days to provide their written decision, together with the reasons for the decision, to the grievant and/or their representative. The Superintendent will provide their written decision by use of Step 2 on the Grievance Report Form.

STEP 3

- A. If the Association is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered within 5 student days of Step 2D, the Association may request in writing within 15 student days that the grievance be submitted to binding arbitration. If this notice is not submitted to the Superintendent within the 15-day limit, the grievance will be deemed withdrawn. Any questions as to whether the grievance can be arbitrated will first be ruled upon by the arbitrator selected to hear the grievance.
- B. If the Superintendent and the Association are unable to agree upon an arbitrator or to obtain a commitment to serve within the 20-student day period, a request for a list of arbitrators may be made by either party to the American Arbitration Association to provide a list from which to select an arbitrator.
- C. The parties agree to use the expedited rules of the American Arbitration Association as modified by the terms of this procedure.
- D. The arbitrator will be chosen by the Superintendent and Association by alternately striking one name at a time from the list. The first to strike a name will be determined by lot. The arbitrator whose name remains on the list will serve for that grievance.
- E. Neither party will be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party in connection with the grievance at Step 2.
- F. The arbitrator selected will confer with the representatives of the Superintendent, the grievant and/or their representative. They will hold any hearings promptly and will issue their decision not later than 20 student days from the date of the close of any hearing; or if oral hearings have been waived, then from the date the final statements and proofs are submitted to them. The arbitrator's decision will be in writing and set forth their findings of fact, reasoning and conclusions, on the issues submitted, and will make a written report of their findings of fact and decisions, including the basis in law, if any, for such decisions to the District, the Association, and the grievant within 20 student days after the final hearing is concluded. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator will have no power or authority to rule on any matter involving the content of employee evaluations. The decision of the arbitrator will be submitted to the District and the grievant and/or their representative and will be final and binding upon the parties.
- G. The costs for the services of the arbitrator, including per diem expenses, if any, and their travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

- H. No party at interest in any grievance proceeding will be discriminated against because of their use of the grievance procedure.
- I. Grievance investigation and handling will not interfere with classroom instruction.

The Association will reimburse the District for the cost of substitutes when bargaining unit members are required by the Association to be in attendance during class time at arbitration hearings.

ARTICLE X - TERM OF AGREEMENT (DURATION)

Section 1 Term

This Agreement will be effective as of September 1, 2024 and will continue in full force and effect until midnight, August 31, 2027.

Section 2 Reopeners

This Agreement will be effective as of September 1, 2024 and will continue in full force and effect until midnight, August 31, 2027, with no openers in 2025. Openers in 2026 will be limited to a maximum of three language* openers from CEA with minimum financial impact and unrelated to salary schedule or compensation and a maximum of three language* openers from the District. In addition, Appendix B-6 will be open for negotiations in 2026.

*Language opener is defined as a single section of contract language within an article.

In addition, this Agreement will be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement. Either party may demand the contract be reopened when legislation enacted affects the terms and conditions herein or creates authority to alter personnel practices in public employment.

Salary adjustments for the three years as follows:

APPENDIX A –

2024-2025 – 4.5% plus IPD* (8.2% total)

2025-2026 – 4% plus IPD or 7%, whichever is greater, up to a cap of 7%. If IPD for the 25-26 school year is higher than 3%, any percentage above 3% will be applied to each base salary cell in addition to the agreed-upon increase in the 26-27 school year.*

The \$500 retention stipend on Appendix A will continue to be included on the following cells at year 16:
BA+90, MA, MA+45, MA+90/PHD

2026-2027 – 2% plus IPD*

Beginning in the 2026-27 school year, the retention stipend on Appendix A will be adjusted to be “Attract and Retain” and will be paid in equal monthly installments:

Steps BA+0/0yrs – MA+90/PHD/8yrs = \$500

BA+0/9yrs – BA+45/16yrs = \$1,000

BA+90/16yrs – MA+90/PHD/16yrs = \$1,500

*“IPD,” or the Implicit Price Deflator, is the measurement used by Washington state to determine the school district’s allocation for employee salaries.

Section 3 Attestation

The parties below have caused this Agreement to be executed by their duly authorized representatives this 13th day of September, 2024.

CHENEY EDUCATION ASSOCIATION

CHENEY SCHOOL DISTRICT

BY /s/ Meridth Lemelin
Association President

BY /s/ Dr. Ben Ferney
Superintendent

2024-25 APPENDIX A

2024-2025 – 4.5% plus IPD* (8.2% total)

*"IPD," or the Implicit Price Deflator, is the measurement used by Washington state to determine the school district's allocation for employee salaries.

| Years of Service | 2024-25 Cert Salary | | | | | | | | |
|------------------|------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| | | BA | BA+15 | BA+30 | BA+45 | BA+90 | MA | MA+45 | MA+90 OR Ph.D. |
| 0 | Base Salary | 52,739.93 | 54,602.05 | 55,843.10 | 58,324.13 | 62,047.29 | 66,390.44 | 69,492.53 | 73,215.69 |
| | New Cert Staff Funds | 400.00 | 400.00 | 400.00 | 400.00 | 400.00 | 400.00 | 400.00 | 400.00 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,465.00 | 1,516.72 | 1,551.20 | 1,620.11 | 1,723.54 | 1,844.18 | 1,930.35 | 2,033.77 |
| | Total Compensation | 55,304.92 | 57,218.77 | 58,494.30 | 61,044.24 | 64,870.83 | 69,334.62 | 72,522.88 | 76,349.46 |
| 1 | Base Salary | 53,980.98 | 55,843.10 | 57,083.07 | 59,566.26 | 63,288.34 | 67,630.41 | 70,733.59 | 74,455.67 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,499.47 | 1,551.20 | 1,585.64 | 1,654.62 | 1,758.01 | 1,878.62 | 1,964.82 | 2,068.21 |
| | Total Compensation | 56,180.45 | 58,094.30 | 59,368.71 | 61,920.88 | 65,746.35 | 70,209.03 | 73,398.41 | 77,223.88 |
| 2 | Base Salary | 55,222.03 | 57,083.07 | 58,324.13 | 60,806.24 | 64,528.32 | 68,872.55 | 71,974.64 | 75,697.80 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,533.95 | 1,585.64 | 1,620.11 | 1,689.06 | 1,792.45 | 1,913.13 | 1,999.30 | 2,102.72 |
| | Total Compensation | 57,455.98 | 59,368.71 | 60,644.24 | 63,195.30 | 67,020.77 | 71,485.67 | 74,673.94 | 78,500.52 |
| 3 | Base Salary | 56,462.01 | 58,324.13 | 59,566.26 | 62,047.29 | 65,770.45 | 70,113.60 | 73,215.69 | 76,938.86 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,568.39 | 1,620.11 | 1,654.62 | 1,723.54 | 1,826.96 | 1,947.60 | 2,033.77 | 2,137.19 |
| | Total Compensation | 58,730.40 | 60,644.24 | 61,920.88 | 64,470.83 | 68,297.41 | 72,761.20 | 75,949.46 | 79,776.05 |
| 4 | Base Salary | 57,704.14 | 59,566.26 | 60,806.24 | 63,288.34 | 67,011.51 | 71,353.57 | 74,455.67 | 78,178.83 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,602.89 | 1,654.62 | 1,689.06 | 1,758.01 | 1,861.43 | 1,982.04 | 2,068.21 | 2,171.63 |
| | Total Compensation | 60,007.03 | 61,920.88 | 63,195.30 | 65,746.35 | 69,572.94 | 74,035.62 | 77,223.88 | 81,050.46 |
| 5 | Base Salary | 58,945.20 | 60,806.24 | 62,047.29 | 64,528.32 | 68,251.48 | 72,594.63 | 75,697.80 | 79,419.88 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Sign In Supplemental Days | 1,637.37 | 1,689.06 | 1,723.54 | 1,792.45 | 1,895.87 | 2,016.52 | 2,102.72 | 2,206.11 |
| | Total Compensation | 61,282.56 | 63,195.30 | 64,470.83 | 67,020.77 | 70,847.35 | 75,311.14 | 78,500.52 | 82,325.99 |
| 6 | Base Salary | 60,185.17 | 62,047.29 | 63,288.34 | 65,770.45 | 69,492.53 | 73,836.76 | 77,559.92 | 80,662.02 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Sign In Supplemental Days | 1,671.81 | 1,723.54 | 1,758.01 | 1,826.96 | 1,930.35 | 2,051.02 | 2,154.44 | 2,240.61 |
| | Total Compensation | 62,556.98 | 64,470.83 | 65,746.35 | 68,297.41 | 72,122.88 | 76,587.78 | 80,414.37 | 83,602.63 |
| 7 | Base Salary | 61,426.22 | 63,288.34 | 64,528.32 | 67,011.51 | 70,733.59 | 75,076.73 | 79,419.88 | 81,901.99 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,706.28 | 1,758.01 | 1,792.45 | 1,861.43 | 1,964.82 | 2,085.46 | 2,206.11 | 2,275.06 |
| | Total Compensation | 63,832.51 | 65,746.35 | 67,020.77 | 69,572.94 | 73,398.41 | 77,862.20 | 82,325.99 | 84,877.05 |
| 8 | Base Salary | 62,668.36 | 64,528.32 | 65,770.45 | 68,251.48 | 71,974.64 | 76,317.79 | 81,282.00 | 83,143.04 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,740.79 | 1,792.45 | 1,826.96 | 1,895.87 | 1,999.30 | 2,119.94 | 2,257.83 | 2,309.53 |
| | Total Compensation | 65,109.15 | 67,020.77 | 68,297.41 | 70,847.35 | 74,673.94 | 79,137.73 | 84,239.84 | 86,152.57 |

2024-25 APPENDIX A (cont.)

2024-2025 – 4.5% plus IPD* (8.2% total)

*"IPD," or the Implicit Price Deflator, is the measurement used by Washington state to determine the school district's allocation for employee salaries.

| | | | | | | | | | |
|-----|------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|-------------------|
| 9 | Base Salary | 63,908.33 | 65,770.45 | 67,011.51 | 69,492.53 | 73,215.69 | 77,559.92 | 83,143.04 | 84,384.10 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,775.23 | 1,826.96 | 1,861.43 | 1,930.35 | 2,033.77 | 2,154.44 | 2,309.53 | 2,344.00 |
| | Total Compensation | 66,383.56 | 68,297.41 | 69,572.94 | 72,122.88 | 75,949.46 | 80,414.37 | 86,152.57 | 87,428.10 |
| 10 | Base Salary | 65,149.38 | 67,011.51 | 68,251.48 | 70,733.59 | 74,455.67 | 78,799.90 | 85,005.17 | 85,624.07 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,809.71 | 1,861.43 | 1,895.87 | 1,964.82 | 2,068.21 | 2,188.89 | 2,361.25 | 2,378.45 |
| | Total Compensation | 67,659.09 | 69,572.94 | 70,847.35 | 73,398.41 | 77,223.88 | 81,688.78 | 88,066.42 | 88,702.52 |
| 11 | Base Salary | 66,390.44 | 68,251.48 | 69,492.53 | 71,974.64 | 75,697.80 | 80,662.02 | 87,486.19 | 88,107.26 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,844.18 | 1,895.87 | 1,930.35 | 1,999.30 | 2,102.72 | 2,240.61 | 2,430.17 | 2,447.42 |
| | Total Compensation | 68,934.62 | 70,847.35 | 72,122.88 | 74,673.94 | 78,500.52 | 83,602.63 | 90,616.36 | 91,254.68 |
| 12 | Base Salary | 67,630.41 | 69,492.53 | 70,733.59 | 73,215.69 | 77,559.92 | 83,143.04 | 89,968.30 | 90,588.29 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,878.62 | 1,930.35 | 1,964.82 | 2,033.77 | 2,154.44 | 2,309.53 | 2,499.12 | 2,516.34 |
| | Total Compensation | 70,209.03 | 72,122.88 | 73,398.41 | 75,949.46 | 80,414.37 | 86,152.57 | 93,167.42 | 93,804.63 |
| 13 | Base Salary | 68,872.55 | 70,733.59 | 71,974.64 | 74,455.67 | 80,040.95 | 85,624.07 | 91,830.42 | 94,311.45 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,913.13 | 1,964.82 | 1,999.30 | 2,068.21 | 2,223.36 | 2,378.45 | 2,550.85 | 2,619.76 |
| | Total Compensation | 71,485.67 | 73,398.41 | 74,673.94 | 77,223.88 | 82,964.31 | 88,702.52 | 95,081.27 | 97,631.21 |
| 14 | Base Salary | 70,113.60 | 71,974.64 | 73,215.69 | 75,697.80 | 82,521.98 | 88,107.26 | 94,311.45 | 98,034.61 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,947.60 | 1,999.30 | 2,033.77 | 2,102.72 | 2,292.28 | 2,447.42 | 2,619.76 | 2,723.18 |
| | Total Compensation | 72,761.20 | 74,673.94 | 75,949.46 | 78,500.52 | 85,514.25 | 91,254.68 | 97,631.21 | 101,457.79 |
| 15 | Base Salary | 71,353.57 | 73,215.69 | 74,455.67 | 76,938.86 | 85,005.17 | 90,588.29 | 96,793.56 | 100,515.64 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,982.04 | 2,033.77 | 2,068.21 | 2,137.19 | 2,361.25 | 2,516.34 | 2,688.71 | 2,792.10 |
| | Total Compensation | 74,035.62 | 75,949.46 | 77,223.88 | 79,776.05 | 88,066.42 | 93,804.63 | 100,182.27 | 104,007.74 |
| 16 | Base Salary | 72,594.63 | 74,455.67 | 75,697.80 | 78,178.83 | 87,176.74 | 93,070.39 | 99,275.66 | 102,998.83 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 2,016.52 | 2,068.21 | 2,102.72 | 2,171.63 | 2,421.58 | 2,585.29 | 2,757.66 | 2,861.08 |
| | Retention Stipend | | | | | 500.00 | 500.00 | 500.00 | 500.00 |
| | Total Compensation | 75,311.14 | 77,223.88 | 78,500.52 | 81,050.46 | 90,798.32 | 96,855.68 | 103,233.32 | 107,059.90 |
| 27+ | Base Salary | 72,594.63 | 74,455.67 | 75,697.80 | 78,178.83 | 87,176.74 | 93,070.39 | 99,275.66 | 102,998.83 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 2,016.52 | 2,068.21 | 2,102.72 | 2,171.63 | 2,421.58 | 2,585.29 | 2,757.66 | 2,861.08 |
| | Career Days* | 1,613.21 | 1,654.57 | 1,682.17 | 1,737.31 | 1,937.26 | 2,068.23 | 2,206.13 | 2,288.86 |
| | Retention Stipend | | | | | 500.00 | 500.00 | 500.00 | 500.00 |
| | Total Compensation | 76,924.36 | 78,878.45 | 80,182.69 | 82,787.77 | 92,735.58 | 98,923.91 | 105,439.45 | 109,348.77 |

*Article III Section 13

2024-25 APPENDIX A

2024-2025 – 4.5% plus IPD* (8.2% total)

*"IPD," or the Implicit Price Deflator, is the measurement used by Washington state to determine the school district's allocation for employee salaries.

| Years of Service | | 2024-25 Cert Salary Schedule - 180 Days 7 Hour Work Day + 1/2 Hour Lunch | | | | | | | MA+90 OR Ph.D. |
|------------------|------------|---|--------|--------|--------|--------|--------|--------|----------------------|
| | | BA | BA+15 | BA+30 | BA+45 | BA+90 | MA | MA+45 | |
| 0 | 180 Days | 52,740 | 54,602 | 55,843 | 58,324 | 62,047 | 66,390 | 69,493 | 73,216 |
| | Daily Rate | 293.00 | 303.34 | 310.24 | 324.02 | 344.71 | 368.84 | 386.07 | 406.75 |
| | Per Diem | 41.86 | 43.33 | 44.32 | 46.29 | 49.24 | 52.69 | 55.15 | 58.11 |
| 1 | 180 Days | 53,981 | 55,843 | 57,083 | 59,566 | 63,288 | 67,630 | 70,734 | 74,456 |
| | Daily Rate | 299.89 | 310.24 | 317.13 | 330.92 | 351.60 | 375.72 | 392.96 | 413.64 |
| | Per Diem | 42.84 | 44.32 | 45.30 | 47.27 | 50.23 | 53.67 | 56.14 | 59.09 |
| 2 | 180 Days | 55,222 | 57,083 | 58,324 | 60,806 | 64,528 | 68,873 | 71,975 | 75,698 |
| | Daily Rate | 306.79 | 317.13 | 324.02 | 337.81 | 358.49 | 382.63 | 399.86 | 420.54 |
| | Per Diem | 43.83 | 45.30 | 46.29 | 48.26 | 51.21 | 54.66 | 57.12 | 60.08 |
| 3 | 180 Days | 56,462 | 58,324 | 59,566 | 62,047 | 65,770 | 70,114 | 73,216 | 76,939 |
| | Daily Rate | 313.68 | 324.02 | 330.92 | 344.71 | 365.39 | 389.52 | 406.75 | 427.44 |
| | Per Diem | 44.81 | 46.29 | 47.27 | 49.24 | 52.20 | 55.65 | 58.11 | 61.06 |
| 4 | 180 Days | 57,704 | 59,566 | 60,806 | 63,288 | 67,012 | 71,354 | 74,456 | 78,179 |
| | Daily Rate | 320.58 | 330.92 | 337.81 | 351.60 | 372.29 | 396.41 | 413.64 | 434.33 |
| | Per Diem | 45.80 | 47.27 | 48.26 | 50.23 | 53.18 | 56.63 | 59.09 | 62.05 |
| 5 | 180 Days | 58,945 | 60,806 | 62,047 | 64,528 | 68,251 | 72,595 | 75,698 | 79,420 |
| | Daily Rate | 327.47 | 337.81 | 344.71 | 358.49 | 379.17 | 403.30 | 420.54 | 441.22 |
| | Per Diem | 46.78 | 48.26 | 49.24 | 51.21 | 54.17 | 57.61 | 60.08 | 63.03 |
| 6 | 180 Days | 60,185 | 62,047 | 63,288 | 65,770 | 69,493 | 73,837 | 77,560 | 80,662 |
| | Daily Rate | 334.36 | 344.71 | 351.60 | 365.39 | 386.07 | 410.20 | 430.89 | 448.12 |
| | Per Diem | 47.77 | 49.24 | 50.23 | 52.20 | 55.15 | 58.60 | 61.56 | 64.02 |
| 7 | 180 Days | 61,426 | 63,288 | 64,528 | 67,012 | 70,734 | 75,077 | 79,420 | 81,902 |
| | Daily Rate | 341.26 | 351.60 | 358.49 | 372.29 | 392.96 | 417.09 | 441.22 | 455.01 |
| | Per Diem | 48.75 | 50.23 | 51.21 | 53.18 | 56.14 | 59.58 | 63.03 | 65.00 |
| 8 | 180 Days | 62,668 | 64,528 | 65,770 | 68,251 | 71,975 | 76,318 | 81,282 | 83,143 |
| | Daily Rate | 348.16 | 358.49 | 365.39 | 379.17 | 399.86 | 423.99 | 451.57 | 461.91 |
| | Per Diem | 49.74 | 51.21 | 52.20 | 54.17 | 57.12 | 60.57 | 64.51 | 65.99 |
| 9 | 180 Days | 63,908 | 65,770 | 67,012 | 69,493 | 73,216 | 77,560 | 83,143 | 84,384 |
| | Daily Rate | 355.05 | 365.39 | 372.29 | 386.07 | 406.75 | 430.89 | 461.91 | 468.80 |
| | Per Diem | 50.72 | 52.20 | 53.18 | 55.15 | 58.11 | 61.56 | 65.99 | 66.97 |
| 10 | 180 Days | 65,149 | 67,012 | 68,251 | 70,734 | 74,456 | 78,800 | 85,005 | 85,624 |
| | Daily Rate | 361.94 | 372.29 | 379.17 | 392.96 | 413.64 | 437.78 | 472.25 | 475.69 |
| | Per Diem | 51.71 | 53.18 | 54.17 | 56.14 | 59.09 | 62.54 | 67.46 | 67.96 |
| 11 | 180 Days | 66,390 | 68,251 | 69,493 | 71,975 | 75,698 | 80,662 | 87,486 | 88,107 |
| | Daily Rate | 368.84 | 379.17 | 386.07 | 399.86 | 420.54 | 448.12 | 486.03 | 489.48 |
| | Per Diem | 52.69 | 54.17 | 55.15 | 57.12 | 60.08 | 64.02 | 69.43 | 69.93 |
| 12 | 180 Days | 67,630 | 69,493 | 70,734 | 73,216 | 77,560 | 83,143 | 89,968 | 90,588 |
| | Daily Rate | 375.72 | 386.07 | 392.96 | 406.75 | 430.89 | 461.91 | 499.82 | 503.27 |
| | Per Diem | 53.67 | 55.15 | 56.14 | 58.11 | 61.56 | 65.99 | 71.40 | 71.90 |
| 13 | 180 Days | 68,873 | 70,734 | 71,975 | 74,456 | 80,041 | 85,624 | 91,830 | 94,311 |
| | Daily Rate | 382.63 | 392.96 | 399.86 | 413.64 | 444.67 | 475.69 | 510.17 | 523.95 |
| | Per Diem | 54.66 | 56.14 | 57.12 | 59.09 | 63.52 | 67.96 | 72.88 | 74.85 |
| 14 | 180 Days | 70,114 | 71,975 | 73,216 | 75,698 | 82,522 | 88,107 | 94,311 | 98,035 |
| | Daily Rate | 389.52 | 399.86 | 406.75 | 420.54 | 458.46 | 489.48 | 523.95 | 544.64 |
| | Per Diem | 55.65 | 57.12 | 58.11 | 60.08 | 65.49 | 69.93 | 74.85 | 77.81 |
| 15 | 180 Days | 71,354 | 73,216 | 74,456 | 76,939 | 85,005 | 90,588 | 96,794 | 100,516 |
| | Daily Rate | 396.41 | 406.75 | 413.64 | 427.44 | 472.25 | 503.27 | 537.74 | 558.42 |
| | Per Diem | 56.63 | 58.11 | 59.09 | 61.06 | 67.46 | 71.90 | 76.82 | 79.77 |
| 16 | 180 Days | 72,595 | 74,456 | 75,698 | 78,179 | 87,177 | 93,070 | 99,276 | 102,999 |
| | Daily Rate | 403.30 | 413.64 | 420.54 | 434.33 | 484.32 | 517.06 | 551.53 | 572.22 |
| | Per Diem | 57.61 | 59.09 | 60.08 | 62.05 | 69.19 | 73.87 | 78.79 | 81.75 |

2025-26 APPENDIX A

2025-2026 – 4% plus IPD or 7%, whichever is greater, up to a cap of 7%. If IPD for the 25-26 school year is higher than 3%, any percentage above 3% will be applied to each base salary cell in addition to the agreed-upon increase in the 26-27 school year.*

*"IPD," or the Implicit Price Deflator, is the measurement used by Washington state to determine the school district's allocation for employee salaries.

| Years of Service | | 2025-26 Cert Salary | | | | | | | |
|------------------|------------------------------|---------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| | | BA | BA+15 | BA+30 | BA+45 | BA+90 | MA | MA+45 | MA+90 OR Ph.D. |
| 0 | Base Salary | 56,431.72 | 58,424.19 | 59,752.12 | 62,406.82 | 66,390.60 | 71,037.77 | 74,357.01 | 78,340.79 |
| | New Cert Staff Funds | 400.00 | 400.00 | 400.00 | 400.00 | 400.00 | 400.00 | 400.00 | 400.00 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,567.55 | 1,622.89 | 1,659.78 | 1,733.52 | 1,844.18 | 1,973.27 | 2,065.47 | 2,176.13 |
| | Total Compensation | 59,099.27 | 61,147.09 | 62,511.90 | 65,240.34 | 69,334.78 | 74,111.04 | 77,522.48 | 81,616.93 |
| 1 | Base Salary | 57,759.65 | 59,752.12 | 61,078.89 | 63,735.90 | 67,718.53 | 72,364.54 | 75,684.94 | 79,667.56 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,604.43 | 1,659.78 | 1,696.64 | 1,770.44 | 1,881.07 | 2,010.13 | 2,102.36 | 2,212.99 |
| | Total Compensation | 60,064.08 | 62,111.90 | 63,475.52 | 66,206.34 | 70,299.60 | 75,074.66 | 78,487.30 | 82,580.55 |
| 2 | Base Salary | 59,087.58 | 61,078.89 | 62,406.82 | 65,062.67 | 69,045.30 | 73,693.62 | 77,012.86 | 80,996.65 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,641.32 | 1,696.64 | 1,733.52 | 1,807.30 | 1,917.92 | 2,047.05 | 2,139.25 | 2,249.91 |
| | Total Compensation | 61,428.90 | 63,475.52 | 64,840.34 | 67,569.97 | 71,663.22 | 76,440.67 | 79,852.11 | 83,946.56 |
| 3 | Base Salary | 60,414.35 | 62,406.82 | 63,735.90 | 66,390.60 | 70,374.38 | 75,021.55 | 78,340.79 | 82,324.58 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,678.18 | 1,733.52 | 1,770.44 | 1,844.18 | 1,954.84 | 2,083.93 | 2,176.13 | 2,286.79 |
| | Total Compensation | 62,792.52 | 64,840.34 | 66,206.34 | 68,934.78 | 73,029.23 | 77,805.48 | 81,216.93 | 85,311.37 |
| 4 | Base Salary | 61,743.43 | 63,735.90 | 65,062.67 | 67,718.53 | 71,702.31 | 76,348.32 | 79,667.56 | 83,651.35 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,715.10 | 1,770.44 | 1,807.30 | 1,881.07 | 1,991.73 | 2,120.79 | 2,212.99 | 2,323.65 |
| | Total Compensation | 64,158.53 | 66,206.34 | 67,569.97 | 70,299.60 | 74,394.04 | 79,169.11 | 82,580.55 | 86,674.99 |
| 5 | Base Salary | 63,071.36 | 65,062.67 | 66,390.60 | 69,045.30 | 73,029.08 | 77,676.25 | 80,996.65 | 84,979.27 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,751.98 | 1,807.30 | 1,844.18 | 1,917.92 | 2,028.59 | 2,157.67 | 2,249.91 | 2,360.54 |
| | Total Compensation | 65,523.34 | 67,569.97 | 68,934.78 | 71,663.22 | 75,757.67 | 80,533.92 | 83,946.56 | 88,039.81 |
| 6 | Base Salary | 64,398.13 | 66,390.60 | 67,718.53 | 70,374.38 | 74,357.01 | 79,005.34 | 82,989.12 | 86,308.36 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,788.84 | 1,844.18 | 1,881.07 | 1,954.84 | 2,065.47 | 2,194.59 | 2,305.25 | 2,397.45 |
| | Total Compensation | 66,886.97 | 68,934.78 | 70,299.60 | 73,029.23 | 77,122.48 | 81,899.93 | 85,994.37 | 89,405.81 |
| 7 | Base Salary | 65,726.06 | 67,718.53 | 69,045.30 | 71,702.31 | 75,684.94 | 80,332.11 | 84,979.27 | 87,635.13 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,825.72 | 1,881.07 | 1,917.92 | 1,991.73 | 2,102.36 | 2,231.45 | 2,360.54 | 2,434.31 |
| | Total Compensation | 68,251.78 | 70,299.60 | 71,663.22 | 74,394.04 | 78,487.30 | 83,263.55 | 88,039.81 | 90,769.44 |
| 8 | Base Salary | 67,055.14 | 69,045.30 | 70,374.38 | 73,029.08 | 77,012.86 | 81,660.03 | 86,971.74 | 88,963.06 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,862.64 | 1,917.92 | 1,954.84 | 2,028.59 | 2,139.25 | 2,268.33 | 2,415.88 | 2,471.20 |
| | Total Compensation | 69,617.79 | 71,663.22 | 73,029.23 | 75,757.67 | 79,852.11 | 84,628.37 | 90,087.63 | 92,134.25 |

2025-26 APPENDIX A (cont.)

2025-2026 – 4% plus IPD or 7%, whichever is greater, up to a cap of 7%. If IPD for the 25-26 school year is higher than 3%, any percentage above 3% will be applied to each base salary cell in addition to the agreed-upon increase in the 26-27 school year.*

*"IPD," or the Implicit Price Deflator, is the measurement used by Washington state to determine the school district's allocation for employee salaries.

| | | | | | | | | | |
|-----|------------------------------|------------------|------------------|------------------|------------------|------------------|-------------------|-------------------|-------------------|
| 9 | Base Salary | 68,381.91 | 70,374.38 | 71,702.31 | 74,357.01 | 78,340.79 | 82,989.12 | 88,963.06 | 90,290.98 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,899.50 | 1,954.84 | 1,991.73 | 2,065.47 | 2,176.13 | 2,305.25 | 2,471.20 | 2,508.08 |
| | Total Compensation | 70,981.41 | 73,029.23 | 74,394.04 | 77,122.48 | 81,216.93 | 85,994.37 | 92,134.25 | 93,499.07 |
| 10 | Base Salary | 69,709.84 | 71,702.31 | 73,029.08 | 75,684.94 | 79,667.56 | 84,315.89 | 90,955.53 | 91,617.75 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,936.38 | 1,991.73 | 2,028.59 | 2,102.36 | 2,212.99 | 2,342.11 | 2,526.54 | 2,544.94 |
| | Total Compensation | 72,346.23 | 74,394.04 | 75,757.67 | 78,487.30 | 82,580.55 | 87,358.00 | 94,182.07 | 94,862.69 |
| 11 | Base Salary | 71,037.77 | 73,029.08 | 74,357.01 | 77,012.86 | 80,996.65 | 86,308.36 | 93,610.23 | 94,274.77 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 1,973.27 | 2,028.59 | 2,065.47 | 2,139.25 | 2,249.91 | 2,397.45 | 2,600.28 | 2,618.74 |
| | Total Compensation | 73,711.04 | 75,757.67 | 77,122.48 | 79,852.11 | 83,946.56 | 89,405.81 | 96,910.51 | 97,593.51 |
| 12 | Base Salary | 72,364.54 | 74,357.01 | 75,684.94 | 78,340.79 | 82,989.12 | 88,963.06 | 96,266.08 | 96,929.47 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 2,010.13 | 2,065.47 | 2,102.36 | 2,176.13 | 2,305.25 | 2,471.20 | 2,674.06 | 2,692.49 |
| | Total Compensation | 75,074.66 | 77,122.48 | 78,487.30 | 81,216.93 | 85,994.37 | 92,134.25 | 99,640.14 | 100,321.95 |
| 13 | Base Salary | 73,693.62 | 75,684.94 | 77,012.86 | 79,667.56 | 85,643.82 | 91,617.75 | 98,258.55 | 100,913.25 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 2,047.05 | 2,102.36 | 2,139.25 | 2,212.99 | 2,378.99 | 2,544.94 | 2,729.40 | 2,803.15 |
| | Total Compensation | 76,440.67 | 78,487.30 | 79,852.11 | 82,580.55 | 88,722.81 | 94,862.69 | 101,687.96 | 104,416.40 |
| 14 | Base Salary | 75,021.55 | 77,012.86 | 78,340.79 | 80,996.65 | 88,298.51 | 94,274.77 | 100,913.25 | 104,897.03 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 2,083.93 | 2,139.25 | 2,176.13 | 2,249.91 | 2,452.74 | 2,618.74 | 2,803.15 | 2,913.81 |
| | Total Compensation | 77,805.48 | 79,852.11 | 81,216.93 | 83,946.56 | 91,451.25 | 97,593.51 | 104,416.40 | 108,510.84 |
| 15 | Base Salary | 76,348.32 | 78,340.79 | 79,667.56 | 82,324.58 | 90,955.53 | 96,929.47 | 103,569.10 | 107,551.73 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 2,120.79 | 2,176.13 | 2,212.99 | 2,286.79 | 2,526.54 | 2,692.49 | 2,876.92 | 2,987.55 |
| | Total Compensation | 79,169.11 | 81,216.93 | 82,580.55 | 85,311.37 | 94,182.07 | 100,321.95 | 107,146.02 | 111,239.28 |
| 16 | Base Salary | 77,676.25 | 79,667.56 | 80,996.65 | 83,651.35 | 93,279.11 | 99,585.32 | 106,224.96 | 110,208.74 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 2,157.67 | 2,212.99 | 2,249.91 | 2,323.65 | 2,591.09 | 2,766.26 | 2,950.69 | 3,061.35 |
| | Retention Stipend | | | | | 500.00 | 500.00 | 500.00 | 500.00 |
| | Total Compensation | 80,533.92 | 82,580.55 | 83,946.56 | 86,674.99 | 97,070.20 | 103,551.58 | 110,375.65 | 114,470.10 |
| 27+ | Base Salary | 77,676.25 | 79,667.56 | 80,996.65 | 83,651.35 | 93,279.11 | 99,585.32 | 106,224.96 | 110,208.74 |
| | PD & Supply Allocation Funds | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 | 700.00 |
| | 5 Supplemental Days | 2,157.67 | 2,212.99 | 2,249.91 | 2,323.65 | 2,591.09 | 2,766.26 | 2,950.69 | 3,061.35 |
| | Career Days* | 1,726.14 | 1,770.39 | 1,799.93 | 1,858.92 | 2,072.87 | 2,213.01 | 2,360.55 | 2,449.08 |
| | Retention Stipend | | | | | 500.00 | 500.00 | 500.00 | 500.00 |
| | Total Compensation | 82,260.06 | 84,350.94 | 85,746.48 | 88,533.91 | 99,143.07 | 105,764.59 | 112,736.21 | 116,919.18 |

*Article III Section 13

2025-26 APPENDIX A

2025-2026 – 4% plus IPD or 7%, whichever is greater, up to a cap of 7%. If IPD for the 25-26 school year is higher than 3%, any percentage above 3% will be applied to each base salary cell in addition to the agreed-upon increase in the 26-27 school year.*

*"IPD," or the Implicit Price Deflator, is the measurement used by Washington state to determine the school district's allocation for employee salaries.

| Years of Service | | 2025-26 Cert Salary Schedule - 180 Days 7 Hour Work Day + 1/2 Hour Lunch | | | | | | | MA+90 OR Ph.D. |
|------------------|------------|---|--------|--------|--------|--------|--------|---------|----------------------|
| | | BA | BA+15 | BA+30 | BA+45 | BA+90 | MA | MA+45 | |
| 0 | 180 Days | 56,432 | 58,424 | 59,752 | 62,407 | 66,391 | 71,038 | 74,357 | 78,341 |
| | Daily Rate | 313.51 | 324.58 | 331.96 | 346.70 | 368.84 | 394.65 | 413.09 | 435.23 |
| | Per Diem | 44.79 | 46.37 | 47.42 | 49.53 | 52.69 | 56.38 | 59.01 | 62.18 |
| 1 | 180 Days | 57,760 | 59,752 | 61,079 | 63,736 | 67,719 | 72,365 | 75,685 | 79,668 |
| | Daily Rate | 320.89 | 331.96 | 339.33 | 354.09 | 376.21 | 402.03 | 420.47 | 442.60 |
| | Per Diem | 45.84 | 47.42 | 48.48 | 50.58 | 53.74 | 57.43 | 60.07 | 63.23 |
| 2 | 180 Days | 59,088 | 61,079 | 62,407 | 65,063 | 69,045 | 73,694 | 77,013 | 80,997 |
| | Daily Rate | 328.26 | 339.33 | 346.70 | 361.46 | 383.58 | 409.41 | 427.85 | 449.98 |
| | Per Diem | 46.89 | 48.48 | 49.53 | 51.64 | 54.80 | 58.49 | 61.12 | 64.28 |
| 3 | 180 Days | 60,414 | 62,407 | 63,736 | 66,391 | 70,374 | 75,022 | 78,341 | 82,325 |
| | Daily Rate | 335.64 | 346.70 | 354.09 | 368.84 | 390.97 | 416.79 | 435.23 | 457.36 |
| | Per Diem | 47.95 | 49.53 | 50.58 | 52.69 | 55.85 | 59.54 | 62.18 | 65.34 |
| 4 | 180 Days | 61,743 | 63,736 | 65,063 | 67,719 | 71,702 | 76,348 | 79,668 | 83,651 |
| | Daily Rate | 343.02 | 354.09 | 361.46 | 376.21 | 398.35 | 424.16 | 442.60 | 464.73 |
| | Per Diem | 49.00 | 50.58 | 51.64 | 53.74 | 56.91 | 60.59 | 63.23 | 66.39 |
| 5 | 180 Days | 63,071 | 65,063 | 66,391 | 69,045 | 73,029 | 77,676 | 80,997 | 84,979 |
| | Daily Rate | 350.40 | 361.46 | 368.84 | 383.58 | 405.72 | 431.53 | 449.98 | 472.11 |
| | Per Diem | 50.06 | 51.64 | 52.69 | 54.80 | 57.96 | 61.65 | 64.28 | 67.44 |
| 6 | 180 Days | 64,398 | 66,391 | 67,719 | 70,374 | 74,357 | 79,005 | 82,989 | 86,308 |
| | Daily Rate | 357.77 | 368.84 | 376.21 | 390.97 | 413.09 | 438.92 | 461.05 | 479.49 |
| | Per Diem | 51.11 | 52.69 | 53.74 | 55.85 | 59.01 | 62.70 | 65.86 | 68.50 |
| 7 | 180 Days | 65,726 | 67,719 | 69,045 | 71,702 | 75,685 | 80,332 | 84,979 | 87,635 |
| | Daily Rate | 365.14 | 376.21 | 383.58 | 398.35 | 420.47 | 446.29 | 472.11 | 486.86 |
| | Per Diem | 52.16 | 53.74 | 54.80 | 56.91 | 60.07 | 63.76 | 67.44 | 69.55 |
| 8 | 180 Days | 67,055 | 69,045 | 70,374 | 73,029 | 77,013 | 81,660 | 86,972 | 88,963 |
| | Daily Rate | 372.53 | 383.58 | 390.97 | 405.72 | 427.85 | 453.67 | 483.18 | 494.24 |
| | Per Diem | 53.22 | 54.80 | 55.85 | 57.96 | 61.12 | 64.81 | 69.03 | 70.61 |
| 9 | 180 Days | 68,382 | 70,374 | 71,702 | 74,357 | 78,341 | 82,989 | 88,963 | 90,291 |
| | Daily Rate | 379.90 | 390.97 | 398.35 | 413.09 | 435.23 | 461.05 | 494.24 | 501.62 |
| | Per Diem | 54.27 | 55.85 | 56.91 | 59.01 | 62.18 | 65.86 | 70.61 | 71.66 |
| 10 | 180 Days | 69,710 | 71,702 | 73,029 | 75,685 | 79,668 | 84,316 | 90,956 | 91,618 |
| | Daily Rate | 387.28 | 398.35 | 405.72 | 420.47 | 442.60 | 468.42 | 505.31 | 508.99 |
| | Per Diem | 55.33 | 56.91 | 57.96 | 60.07 | 63.23 | 66.92 | 72.19 | 72.71 |
| 11 | 180 Days | 71,038 | 73,029 | 74,357 | 77,013 | 80,997 | 86,308 | 93,610 | 94,275 |
| | Daily Rate | 394.65 | 405.72 | 413.09 | 427.85 | 449.98 | 479.49 | 520.06 | 523.75 |
| | Per Diem | 56.38 | 57.96 | 59.01 | 61.12 | 64.28 | 68.50 | 74.29 | 74.82 |
| 12 | 180 Days | 72,365 | 74,357 | 75,685 | 78,341 | 82,989 | 88,963 | 96,266 | 96,929 |
| | Daily Rate | 402.03 | 413.09 | 420.47 | 435.23 | 461.05 | 494.24 | 534.81 | 538.50 |
| | Per Diem | 57.43 | 59.01 | 60.07 | 62.18 | 65.86 | 70.61 | 76.40 | 76.93 |
| 13 | 180 Days | 73,694 | 75,685 | 77,013 | 79,668 | 85,644 | 91,618 | 98,259 | 100,913 |
| | Daily Rate | 409.41 | 420.47 | 427.85 | 442.60 | 475.80 | 508.99 | 545.88 | 560.63 |
| | Per Diem | 58.49 | 60.07 | 61.12 | 63.23 | 67.97 | 72.71 | 77.98 | 80.09 |
| 14 | 180 Days | 75,022 | 77,013 | 78,341 | 80,997 | 88,299 | 94,275 | 100,913 | 104,897 |
| | Daily Rate | 416.79 | 427.85 | 435.23 | 449.98 | 490.55 | 523.75 | 560.63 | 582.76 |
| | Per Diem | 59.54 | 61.12 | 62.18 | 64.28 | 70.08 | 74.82 | 80.09 | 83.25 |
| 15 | 180 Days | 76,348 | 78,341 | 79,668 | 82,325 | 90,956 | 96,929 | 103,569 | 107,552 |
| | Daily Rate | 424.16 | 435.23 | 442.60 | 457.36 | 505.31 | 538.50 | 575.38 | 597.51 |
| | Per Diem | 60.59 | 62.18 | 63.23 | 65.34 | 72.19 | 76.93 | 82.20 | 85.36 |
| 16 | 180 Days | 77,676 | 79,668 | 80,997 | 83,651 | 93,279 | 99,585 | 106,225 | 110,209 |
| | Daily Rate | 431.53 | 442.60 | 449.98 | 464.73 | 518.22 | 553.25 | 590.14 | 612.27 |
| | Per Diem | 61.65 | 63.23 | 64.28 | 66.39 | 74.03 | 79.04 | 84.31 | 87.47 |

2026-27 APPENDIX A

2026-2027 – 2% plus IPD*

Beginning in the 2026-27 school year, the retention stipend on Appendix A will be adjusted to be “Attract and Retain” and will be paid in equal monthly installments:

Steps BA+0/0yrs – MA+90/PHD/8yrs = \$500

BA+0/9yrs – BA+45/16yrs = \$1,000

BA+90/16yrs – MA+90/PHD/16yrs = \$1,500

*“IPD,” or the Implicit Price Deflator, is the measurement used by Washington state to determine the school district’s allocation for employee salaries.

APPENDIX B-1: Additional Days

(Paid by Per Diem Sheet)

All days will be worked outside of the regular contract year and in collaboration with the supervisor on when the work days will be utilized.

| POSITION | Location | DAYS |
|-----------------------------|--------------------|-------------|
| Counselor | High School | 9 |
| Counselor | Elementary/Middle | 5 |
| MLL/ELL/ELD Support | SSS | 4 |
| Occupational Therapist | SSS | 5 |
| Psychologist | SSS | 7 |
| Physical Therapist | SSS | 5 |
| Registered Nurse (non-lead) | SSS | 10 |
| Lead Registered Nurse | SSS | 15 |
| Speech Language Pathologist | SSS | 5 |
| CTE Teacher | Middle/High School | 1* |

*Per CTE Funded course at Middle School and/or High School –needs prior approval by CTE Director.

APPENDIX B-2: Enhancements to Base for Additional Responsibilities
(Based on position held)

| POSITION | Location | % of Employee's Base |
|---|-----------------|-----------------------------|
| MLL/ELL/ELD Support | SSS | 3.70% |
| Library Information and Technology Specialist | All Levels | 2.00% |
| Music: Elementary Band/Music | Elem. | 4.20% |
| Music: M.S. Vocal/Instrumental | MS | 5.00% |
| Music: H.S. Vocal/ Instrumental/Strings | CHS | 9.70% |
| TOSA, Instructional Support | T&L | 4.60% |
| Special Education Teachers | All Levels | 2.00% |

APPENDIX B-2A: First Aid Instructor
(Paid by Timesheet)

| POSITION | Location | Rate |
|-----------------------------|-----------------|-------------------------|
| District First Aid Training | All Levels | Teaching a Class: \$180 |

APPENDIX B-3: PLC Team Lead/Department Coordinator Stipends
(Paid by Supplemental Contract)

| | 5 or less | 6-9 members | 10 or More |
|----------------------------|-----------|-------------|------------|
| PLC Team Lead | \$1,500 | \$2,000 | \$2,200 |
| CHS Department Coordinator | \$1,500 | \$2,000 | \$2,200 |

Stipends are for staff within specific departments.

Administration determines the number and type of positions hired.

Selection of PLC Team Leads/Department Coordinators

- Names of interested candidate(s) given to all PLC/department members and applicable administrators.
- Teams may choose to vote on candidate(s) or defer to the principal/designee to select the PLC team lead/department chair.
- If choosing to vote, the PLC/Department members vote on candidate(s) to select PLC lead/department chair.
- Name of the candidate receiving the most votes is submitted to the principal or designee for approval.
- If candidate is not approved by the principal/designee, another candidate may be submitted to the principal/designee by the PLC/department for approval.

APPENDIX B-4: Teacher Leadership Stipends
(Paid by Supplemental Contract)

| Role | Elementary | Middle School | High School |
|--|--|---|---|
| Coordination of nighttime curricular events (Event may rotate between science, art, literacy nights) | \$500 <i>2 stipends per school</i> <i>HomeWorks:</i> <i>1 stipend (\$500)</i> | \$575 <i>2 stipends per school</i> | \$0 |
| Administrative coverage/support | \$1,000 <i>1 stipend per school</i> | \$500 <i>1 stipend per school</i> | \$500 <i>1 stipend</i> |
| Building Level Decision Making Chair | \$500 <i>1 stipend per school</i> | \$500 <i>1 stipend per school</i> | \$500 <i>1 stipend per school</i> |
| Professional Development Coordination (Aligned with SIP focus) | \$2,000 per school <i>Number and stipend amounts determined by principal</i> <i>HomeWorks: \$500</i> | \$4,750 per school <i>Number and stipend amounts determined by principal</i> | \$6,000 <i>Number and stipend amounts determined by principal</i> <i>TSHS: \$500</i> <i>WIN: \$500</i> |
| Highly Capable Coordinator | | \$1,500 <i>1 stipend per school</i> | \$1,500 <i>1 stipend</i> |
| Book Fair Coordinator* | \$125 | \$125 | \$0 |

*Per Book Fair, up to 2 times per year when sponsored by ASB and the completed fundraiser packet is approved in advance. Must be offered first to the school librarian.

Hiring process for teacher leadership stipend positions:

- 1) Supervisor will email the stipend position announcement to all certified staff
- 2) Staff will respond via email indicating interest and skills
- 3) Supervisor will talk with each candidate about expectations, work load, and qualifications
- 4) Supervisor will select the certified staff member to fulfill the role
- 5) Stipend positions are on a year-to-year basis with supervisor approval.

*The building administrator may choose to split stipends.

APPENDIX B-5: Co-Curricular Stipends
(Paid by Supplemental Contract)

All work for supplemental responsibilities will take place outside of the regular workday in direct support of students.

| Role | P-5 | 6-8 | 9-12 |
|---|---|--|--|
| ASB Clubs** | \$500 <i>3 stipends per school</i> (Balance Core Academics & Enrichment) | \$750 <i>5 stipends per school</i> (Balance Core Academics & Enrichment) | Tier 1: \$500 Tier 2: \$1,000 Tier 3: \$1,250 <i>Total Available: \$12,000</i> (Balance Core Academics & Enrichment) <i>ALE Total: \$1,250</i> |
| Competitive ASB Clubs & Events | Competitive Academic Club: \$1,000 <i>2 stipends per school</i> (Math is Cool, for example) Extended Season Stipend: \$200 | Competitive Academic Club: \$1,000 <i>4 stipends per school</i> (Math is Cool or Science Olympiad, for example) Extended Season Stipend: \$200 | Competitive Academic Club: \$1,500 <i>2 stipends</i> (Knowledge Bowl or Science Club, for example) Extended Season Stipend: \$200 |
| ASB Activities | 5 th Grade Sports & Activities: \$650 <i>2 stipends per school</i> Field Day Prep: \$250 <i>1 stipend per school</i> <i>HomeWorks Field Day: \$150</i> | Annual: \$1,500 <i>1 stipend per school</i> Drama Director: \$2,000 per show <i>2 stipends per school</i> Drama Asst: \$1,200 per show <i>2 stipends per school</i> | Annual: \$2,500 Drama Director: \$3,500 per show <i>2 stipends per school</i> Drama Asst: \$2,000 per show <i>2 stipends per school</i> |
| Student Leadership | Elementary/HomeWorks ASB: \$575 <i>1 stipend per school</i> Safety Patrol: \$575 <i>1 stipend per school</i> | | Class Advisor (Head): \$3,000 <i>4 stipends</i> Class Advisor (Asst): \$2,000 <i>4 stipends</i> Leadership Advisor: \$5,000 <i>1 stipend</i> TSHS Student Involvement Coordinator: \$500 |

**ASB Clubs provide opportunities for students above and beyond the school curriculum.

Hiring process for co-curricular stipend positions:

- 1) Supervisor will email the stipend position announcement to all certified staff
- 2) Staff will respond via email indicating interest and skills
- 3) Supervisor will talk with each candidate about expectations, work load, and qualifications
- 4) Supervisor will select the certified staff member to fulfill the role
- 5) Stipend positions are for one year, with an option for a second year with supervisor approval (intention of 2 years)

*The building administrator may choose to split stipends.

HS BASIC RESPONSIBILITIES:

- \$500:
 - Maintain budget
 - Schedule club meetings (minimum of 8 per year)
 - Provide minutes for each club meeting
 - Provide a table with information at orientation and/or Provide club information to student body
- \$1,000:
 - Above items, plus:
 - Community service project approved by ASB
- \$1,250:
 - Above items, plus:
 - Fundraiser(s) which follow ASB regulations
 - Facilitate club activities in addition to regular meetings
 - Promote the club within the school

STUDENT CONTACT TIME:

- Minimum of 10 hours for \$500

MS BASIC RESPONSIBILITIES:

- Oversee club focus
- Distribute, collect, and maintain all required paperwork associated with the activity
- Coordinate facilities and materials
- Oversee set up and cleanup of all activities

STUDENT CONTACT TIME:

- 15 student contact hours

APPENDIX B-6: Supplemental Responsibilities

(Paid by Supplemental Contract)

All work for supplemental responsibilities will take place outside of the regular workday in direct support of students.

| POSITION | Location | % of Employee's Base |
|---------------------------------|----------|----------------------|
| CTE – Co-Head FFA CTSO Advisors | HS | 13.80% |
| CTE – CTSO Head Advisor * | HS | 7.00% |
| CTE – CTSO Assistant Advisor** | HS | 2.40% |
| CTE – CTSO Head Advisor*** | MS | 5.00% |

*Head High School CTSO Advisors include, Robotics, Skills USA, DECA, Sports Medicine, FBLA, HOSA and FCCLA. New CTSOs may be added at any time with both CTE Director and District Approval.

**Assistant CTSO Advisors include FBLA and FCCLA. Additional Assistant CTSO Advisor may be added at any time with both CTE Director and District Approval, based upon student numbers, CTSO diversity, and participation.

***Head Middle School CTSO Advisors include 3 positions at each Middle School, to be assigned by the CTE Director annually. New CTSO's may be added at any time with both CTE Director and District Approval.

Hiring process for B-6 stipend positions:

- 1) Supervisor will email the stipend position announcement to all certified CTE staff in the building:
- 2) CTE Staff will respond via email indicating interest and skills
- 3) Supervisor will talk with each CTE candidate about expectations, work load, and qualifications
- 4) Supervisor will select the CTE certified staff member to fulfill the role
- 5) Stipend positions are on a year-to-year basis with supervisor approval

Note: The building administrator may choose to split stipends.

At the conclusion of the 2024-25 school year, each Advisor will submit an accountability spreadsheet designed in collaboration with the CTE Director that will assist in the following:

During the 2025-26 school year, a committee will be formed, including the CTE Director, 3 high school CTE teachers (selected by the department), 2 middle school CTE teachers (selected by the department), one secondary administrator and the District's Finance Director that will come together to review the proposed matrix and associated documents, and modify to make them financially feasible. The information collected by the committee will be provided to both parties in the summer of 2026 to be bargained.

APPENDIX F: Grievance Report Form

GRIEVANCE REPORT FORM

Submit in duplicate

Distribution:

1. Grievant
2. Association
3. Immediate Supervisor
4. Superintendent

Name of Grievant

Date Filed

Assignment

Building

STEP 1

A. Date alleged grievance occurred _____

B. 1. Specific factual basis of grievance _____

2. Specific provision(s) of agreement alleged violated _____

3. Remedy sought _____

Signature of Grievant

Date

C. Date received by immediate supervisor _____

D. Disposition of immediate supervisor _____

Signature of Immediate Supervisor

Date

E. Position of Grievant _____

_____ Step 1 answer satisfactory

_____ Step 2 review desired

Signature of Grievant

Date

STEP 2

A. Date received by Superintendent or designee _____

B. Disposition of Superintendent or designee _____

Signature of Superintendent

Date

C. Position of Grievant and Association _____

_____ Step 2 answer satisfactory

_____ Arbitration requested**

Signature of Grievant

Date

Add additional page if necessary.

**Requires signature of Association President or designee.



Cheney School District Goal Setting Form

Teacher Annual Goals for Improving Student Achievement

Teacher:

Evaluator:

Grade:

Data-Driven Instructional Goals (TPEP Criterion 3, Criterion 6, and Criterion 8)

Student Growth Criterion 3 – individual students / Subgroups – Establishes appropriate student growth goals for individual students or subgroups not reaching full potential.

- 3.1 – Establish student growth goals (using high quality sources of data)
- 3.2 – Achievement of student growth goals (multiple sources of data, 2 points in time)

Goal(s):

Student Growth Criterion 6 – Whole Class – Establishes appropriate growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).

- 6.1 – Establishing appropriate student growth goal(s) for the whole class
- 6.2 – Achievement of student growth goal(s)

Goal(s):

Student Growth Criterion 8: Team – Consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high quality measures, and to monitor growth and achievement during the year.

- 8.1 – Establish team student growth goal(s)

Goal(s):

Collaboration Team:


Optional focused goal – (1, 2, 4, 5, or 7)

Student Growth/Baseline Data *(Describe the **multiple** measures of data that led you to select your goals – at least two):*

Examples of high-quality sources of data

- Qualitative examples
- Individual student progress towards goals
- Student growth charts
- DRA scores
- A.R. levels
- MAP scores
- End of unit assessments

APPENDIX I: TPEP – Comprehensive Evaluation Form

| | |
|--|---|
| TPEP Evaluation Form |  |
| Note: Forms printed from iObserve will provide similar information, but in a different format. | |
| Name: Click here to enter text. | Assignment: Click here to enter text. |
| School Year: Click here to enter text. | School: Click here to enter text. |
| Observation Dates: Click here to enter text. | Total Obs. Time: Click here to enter text. |

| | | | | |
|-------------------------------|--|--|---|--|
| Summative Rating: | Unsatisfactory <input type="checkbox"/> Score Band: 8-14 | Basic <input type="checkbox"/> Score Band: 15-21 | Proficient <input type="checkbox"/> Score Band: 22-28 | Distinguished <input type="checkbox"/> Score Band: 29-32 |
| Student Growth Rating: | Low <input type="checkbox"/> Score Band: 5-12 | Average <input type="checkbox"/> Score Band: 13-17 | High <input type="checkbox"/> Score Band: 18-20 | |

| | | | | |
|----------------------|--|---------------------------------------|--|---|
| Final Rating: | Unsatisfactory <input type="checkbox"/> | Basic <input type="checkbox"/> | Proficient <input type="checkbox"/> | Distinguished <input type="checkbox"/> |
|----------------------|--|---------------------------------------|--|---|

| | | | | |
|---|---|--|-------------------------------------|--|
| CRITERION 1: Centering instruction on high expectations for student achievement | | | | |
| Criterion Rating: | Unsatisfactory <input type="checkbox"/> | Basic <input type="checkbox"/> | Proficient <input type="checkbox"/> | Distinguished <input type="checkbox"/> |
| 1.1: Providing Clear Learning Goals and Scales <i>The teacher communicates high expectations for learning by developing, aligning, and communicating clear daily learning targets and/or longer-term learning goals with rubrics for the goals.</i> | | 1.3: Understanding Students’ Interests and backgrounds <i>The teacher builds positive relationships with students by understanding students’ interests and background.</i> | | |
| 1.2: Celebrating Success <i>The teacher celebrates student success relative to the learning targets and/or the learning goals.</i> | | 1.4: Demonstrating Value and Respect for Low Expectancy Students <i>The teacher demonstrates value and respect for all, including typically underserved students.</i> | | |
| Evidence and Comments | | | | |

Click here to enter text.

| | | | | |
|--|---|---|-------------------------------------|--|
| CRITERION 2: Demonstrating effective teaching practices | | | | |
| Criterion Rating: | Unsatisfactory <input type="checkbox"/> | Basic <input type="checkbox"/> | Proficient <input type="checkbox"/> | Distinguished <input type="checkbox"/> |
| 2.1: Interacting with New Knowledge <i>The teacher helps students effectively interact with new knowledge.</i> <i>(Elements 2.1.1 – 2.1.8)</i> | | 2.5: Probing Incorrect Answers with Typically Underserved Students <i>The teacher probes typically underserved students’ incorrect answers in the same manner as other students’ incorrect answers.</i> | | |
| 2.2: Organizing Students to Practice and Deepen Knowledge <i>The teacher helps students to practice and deepen their understanding of new knowledge.</i> <i>(Elements 2.2.1 – 2.2.7)</i> | | 2.6: Noticing When Students Are Not Engaged <i>The teacher uses various methods to engage students.</i> <i>(Elements 1.6.1 – 2.6.9)</i> | | |
| 2.3: Organizing Students for Cognitively Complex Tasks <i>The teacher provides resources and guidance and organizes students to engage in cognitively complex tasks involving application and transfer of new knowledge.</i> | | 2.7: Using and Applying Academic Vocabulary <i>The teacher identifies appropriate academic vocabulary aligned to the learning targets and uses various strategies for student acquisition.</i> | | |

| | |
|--|---|
| 2.4: Asking Questions of Typically Underserved Students <i>The teacher asks questions of typically underserved students with the same frequency and depth as other students.</i> | 2.8: Evaluating Effectiveness of Individual Lessons and Units <i>The teacher reflects on and evaluates the effectiveness of instructional performance to identify areas of pedagogical strength and weakness.</i> |
| Evidence and Comments | |

Click here to enter text.

| | | | | |
|--|---|--------------------------------|-------------------------------------|--|
| CRITERION 3: Recognizing individual student learning needs and developing strategies to address those needs. | | | | |
| Criterion Rating: | Unsatisfactory <input type="checkbox"/> | Basic <input type="checkbox"/> | Proficient <input type="checkbox"/> | Distinguished <input type="checkbox"/> |
| 3.1: Effective Scaffolding of Information Within a Lesson <i>The teacher plans and prepares for effective scaffolding of information within lessons and units that progresses toward a deep understanding and transfer of content.</i> | 3.2: Planning and Preparing for the Needs of All Students <i>The teacher uses data to plan and provide interventions that meet individual student learning needs, including ELL, special education, and students who come from home environments that offer little support for schooling.</i> | | | |
| Student Growth 3.1: Establish Student Growth Goal(s) | | | | |
| Rating: | Unsatisfactory <input type="checkbox"/> | Basic <input type="checkbox"/> | Proficient <input type="checkbox"/> | Distinguished <input type="checkbox"/> |
| Student Growth 3.2: Achievement of Student Growth Goal(s) | | | | |
| Rating: | Unsatisfactory <input type="checkbox"/> | Basic <input type="checkbox"/> | Proficient <input type="checkbox"/> | Distinguished <input type="checkbox"/> |
| Evidence and Comments | | | | |

Click here to enter text.

| | | | | |
|--|--|--------------------------------|-------------------------------------|--|
| CRITERION 4: Providing clear and intentional focus on subject matter, content, and curriculum | | | | |
| Criterion Rating: | Unsatisfactory <input type="checkbox"/> | Basic <input type="checkbox"/> | Proficient <input type="checkbox"/> | Distinguished <input type="checkbox"/> |
| 4.1: Attention to Established Content Standards <i>The teacher demonstrates a comprehensive understanding of the subject taught and the standards for the subject.</i> | 4.2: Use of Available Resources and Technology <i>The teacher plans and prepares for the use of available materials, including technology.</i> | | | |
| Evidence and Comments | | | | |

Click here to enter text.

| | | | | |
|---|---|--------------------------------|-------------------------------------|--|
| CRITERION 5: Fostering and managing a safe, positive learning environment. | | | | |
| Criterion Rating: | Unsatisfactory <input type="checkbox"/> | Basic <input type="checkbox"/> | Proficient <input type="checkbox"/> | Distinguished <input type="checkbox"/> |
| 5.1: Organizing the Physical Layout of the Classroom <i>The teacher organizes a safe physical layout of the classroom to facilitate movement and focus on learning.</i> | 5.4: Applying Consequences for Lack of Adherence to Rules and Procedures <i>The teacher applies consequences for lack of adherence to rules and procedures.</i> | | | |
| 5.2: Reviewing Expectations to Rules and Procedures <i>The teacher reviews expectations regarding rules and procedures to ensure their effective execution.</i> | 5.5: Acknowledging Adherence to Rules and Procedures <i>The teacher acknowledges adherence to rules and procedures.</i> | | | |
| 5.3: Demonstrating "Withiness" <i>The teacher demonstrates awareness of the classroom environment at all times (withitness).</i> | 5.6: Displaying Objectivity and Control <i>The teacher builds positive relationships with students by displaying objectivity and control.</i> | | | |
| Evidence and Comments | | | | |

Click here to enter text.

| | | | | |
|--|---|---|-------------------------------------|--|
| CRITERION 6: Using multiple student data elements to modify instruction and improve student learning. | | | | |
| Criterion Rating: | Unsatisfactory <input type="checkbox"/> | Basic <input type="checkbox"/> | Proficient <input type="checkbox"/> | Distinguished <input type="checkbox"/> |
| 6.1: Designing Instruction Aligned to Assessment <i>The teacher designs instruction aligned to assessments that impact student learning.</i> | | 6.3: Tracking Student Progress <i>The teacher provides opportunities for students to self-reflect and track progress toward learning goals.</i> | | |
| 6.2: Using Multiple Data Elements <i>The teacher uses multiple data elements to modify instruction and assessments.</i> | | | | |
| Student Growth 6.1: Establish Student Growth Goal(s) | | | | |
| Rating: | Unsatisfactory <input type="checkbox"/> | Basic <input type="checkbox"/> | Proficient <input type="checkbox"/> | Distinguished <input type="checkbox"/> |
| Student Growth 6.2: Achievement of Student Growth Goal(s) | | | | |
| Rating: | Unsatisfactory <input type="checkbox"/> | Basic <input type="checkbox"/> | Proficient <input type="checkbox"/> | Distinguished <input type="checkbox"/> |
| Evidence and Comments | | | | |

Click here to enter text.

| | | | | |
|---|---|--|-------------------------------------|--|
| CRITERION 7: Communicating and collaborating with parents and the school community. | | | | |
| Criterion Rating: | Unsatisfactory <input type="checkbox"/> | Basic <input type="checkbox"/> | Proficient <input type="checkbox"/> | Distinguished <input type="checkbox"/> |
| 7.1: Promoting Positive Interactions about Students and Parents – Courses, Programs and School Events <i>The teacher actively communicates and collaborates with parents/guardians and school/community regarding courses, programs, and school events.</i> | | 7.2: Promoting Positive Interactions about Students and Parents – Timeliness and Professionalism <i>The teacher communicates individual student progress to parents/guardians in a timely and professional manner.</i> | | |
| Evidence and Comments | | | | |

Click here to enter text.

| | | | | |
|---|---|---|-------------------------------------|--|
| CRITERION 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning. | | | | |
| Criterion Rating: | Unsatisfactory <input type="checkbox"/> | Basic <input type="checkbox"/> | Proficient <input type="checkbox"/> | Distinguished <input type="checkbox"/> |
| 8.1: Seeking Mentorship for Areas of Need or Interest <i>The teacher collaborates with colleagues about student learning and instructional practices by seeking mentorship for areas of need or interest, and/or by mentoring other teachers through the sharing of ideas and strategies.</i> | | 8.3: Participating in District and School Initiatives <i>The teacher participates in district and school initiatives.</i> | | |
| 8.2: Promoting Positive Interactions with Colleagues <i>The teacher displays dependability through active participation.</i> | | 8.4: Monitoring Progress Relative to the Professional Growth and Development Plan <i>The teacher pursues professional development based on his/her written growth and development plan and monitors progress relative to that plan.</i> | | |
| Student Growth 8.1: Establish Team Student Growth Goal(s) | | | | |
| Rating: | Unsatisfactory <input type="checkbox"/> | Basic <input type="checkbox"/> | Proficient <input type="checkbox"/> | Distinguished <input type="checkbox"/> |

Evidence and Comments

Click here to enter text.


Check here if a statement from the support person is attached.

I hereby acknowledge this evaluation has been discussed with me, and I am aware of its contents.

Certified Staff Member _____ Date _____

Evaluator _____ Date _____

APPENDIX J: TPEP – Focused Evaluation Criterion 1 Form

| | |
|--|---|
| <p>TPEP Focused Evaluation Form Criterion 1 (SAMPLE) Includes student growth rubrics from criterion 3 or 6 Note: Forms printed from iObserve will provide similar information, but in a different format.</p> |  |
| Name: Click here to enter text. | Assignment: Click here to enter text. |
| School Year: Click here to enter text. | School: Click here to enter text. |
| Observation Dates: Click here to enter text. | Total Obs. Time: Click here to enter text. |

| | | | | |
|----------------------|--|---------------------------------------|--|---|
| Final Rating: | Unsatisfactory <input type="checkbox"/> | Basic <input type="checkbox"/> | Proficient <input type="checkbox"/> | Distinguished <input type="checkbox"/> |
|----------------------|--|---------------------------------------|--|---|

| CRITERION 1: Centering instruction on high expectations for student achievement | | | | |
|--|---|--------------------------------|-------------------------------------|--|
| Criterion Rating: | Unsatisfactory <input type="checkbox"/> | Basic <input type="checkbox"/> | Proficient <input type="checkbox"/> | Distinguished <input type="checkbox"/> |
| <p>1.1: Providing Clear Learning Goals and Scales <i>The teacher communicates high expectations for learning by developing, aligning, and communicating clear daily learning targets and/or longer-term learning goals with rubrics for the goals.</i></p> | <p>1.3: Understanding Students’ Interests and backgrounds <i>The teacher builds positive relationships with students by understanding students’ interests and background.</i></p> | | | |
| <p>1.2: Celebrating Success <i>The teacher celebrates student success relative to the learning targets and/or the learning goals.</i></p> | <p>1.4: Demonstrating Value and Respect for Low Expectancy Students <i>The teacher demonstrates value and respect for all, including typically underserved students.</i></p> | | | |
| Evidence and Comments | | | | |

Click here to enter text.

| CRITERION 3: Recognizing individual student learning needs and developing strategies to address those needs. | | | | |
|---|--|--------------------------------|-------------------------------------|--|
| Student Growth 3.1: Establish Student Growth Goal(s) | | | | |
| Rating: | *Unsatisfactory <input type="checkbox"/> | Basic <input type="checkbox"/> | Proficient <input type="checkbox"/> | Distinguished <input type="checkbox"/> |
| Student Growth 3.2: Achievement of Student Growth Goal(s) | | | | |
| Rating: | *Unsatisfactory <input type="checkbox"/> | Basic <input type="checkbox"/> | Proficient <input type="checkbox"/> | Distinguished <input type="checkbox"/> |
| *A rating of 1 on any student growth rubric row triggers a student growth inquiry. | | | | |
| Evidence and Comments | | | | |

Click here to enter text.

| | | | | |
|--|--|--------------------------------|-------------------------------------|--|
| CRITERION 6: Using multiple student data elements to modify instruction and improve student learning. | | | | |
| Student Growth 6.1: Establish Student Growth Goal(s) | | | | |
| Rating: | *Unsatisfactory <input type="checkbox"/> | Basic <input type="checkbox"/> | Proficient <input type="checkbox"/> | Distinguished <input type="checkbox"/> |
| Student Growth 6.2: Achievement of Student Growth Goal(s) | | | | |
| Rating: | *Unsatisfactory <input type="checkbox"/> | Basic <input type="checkbox"/> | Proficient <input type="checkbox"/> | Distinguished <input type="checkbox"/> |
| *A rating of 1 on any student growth rubric row triggers a student growth inquiry. | | | | |
| Evidence and Comments | | | | |

Click here to enter text.

Check here if a statement from the staff member is attached.

I hereby acknowledge this evaluation has been discussed with me, and I am aware of its contents.

Certified Staff Member _____

Date _____

Evaluator _____

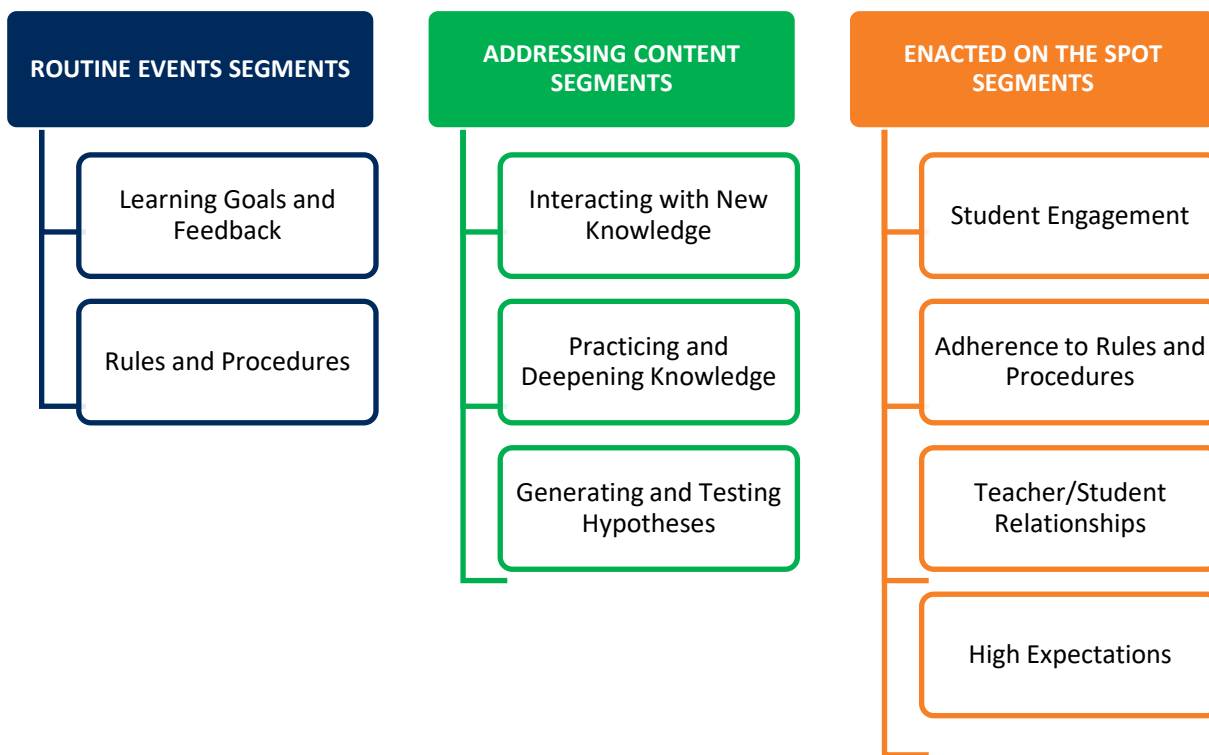
Date _____

Formal Observation – Preconference Form
SAMPLE

Employee: _____ Supervisor: _____

Preconference Date: _____ Observation Date: _____

Marzano Instructional Framework - Domain 1: Classroom Strategies and Behaviors



Guidelines for Use

1. Supervisor and employee discuss Domain 1 of Marzano’s Instructional Framework, using the “design questions” outlined for ***Routine Events, Addressing Content, and Enacted on the Spot.***
2. Supervisor and employee take notes about their conversation during the preconference.
3. Supervisor will discuss Domains 2 (*Planning and Preparing*), 3 (*Reflecting on Teaching*), and
4. (*Collegiality and Professionalism*) briefly and establish other times to collect evidence for these domains.

**The purpose of this preconference is to prepare for the formal observation only.*

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