MEMORANDUM OF AGREEMENT BY AND BETWEEN

THE BOARD OF DIRECTORS OF CHENEY SCHOOL DISTRICT #360

and

THE CHENEY ADMINISTRATORS'
ASSOCIATION

July 1, 2024 to June 30, 2026

CHENEY ADMINISTRATORS ASSOCIATION MEMORADUM OF AGREEMENT

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 Administrators' Association, hereinafter called the "Association."

Recognition

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

- Superintendent
- Assistant Superintendent
- Director, Student Support Services
- Assistant Director, Student Support Services
- Director, Teaching and Learning
- Director of Safety and Well Being

Severability

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

SALARY AND BENEFITS

Base Salary

Administrators will be placed on the Administrative Base Salary Schedule commensurate with their applicable years of experience (see Appendix A).

Each base contract will consist of the following paid work days, and unpaid non-work days and holidays. Holidays will include New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Day, and the day after Christmas.

Non-work days will be allocated as leave in Skyward and will be entered in the same manner as sick or personal leave. These non-work days cannot be cashed out and will not carry over into the next year unless otherwise specified in this agreement. All non-work days must be utilized outside of the 180-day school year calendar. Additionally, in the spring prior to the next school year, the district and the association will establish a calendar outlining specific workdays outside the regular 180-day school year when non-work days cannot be used (e.g., professional development days, admin retreat, etc.).

	Work Days	Non- Work Days	Holidays	Total Contract
Elementary Principal	212	36	12	260
Elementary Assistant Principal	212	36	12	260
Middle School Principal	215	33	12	260
Middle School Assistant Principal	215	33	12	260
High School Principal	223	25	12	260
High School Assistant Principal	223	25	12	260
Learning Options Principal, TSHS	205	43	12	260
Learning Options Principal, Homeworks!	200	48	12	260
Director, Career & Technical Education (CTE)/Admin	215	33	12	260
High School Athletics & Activities Director	223	25	12	260

Flexible Worksite

From the workdays in the table above, on days outside of the 180-day school calendar and the agreed upon required work days per the paragraph above, a building administrator may request a flexible worksite for up to six (6) contracted work days. A building administrator may elect to work from home using a flexible worksite day rather than completing the work from the school, however, they must be able to report to the school within one hour if needed. Flexible worksite days may be used upon receiving preapproval from the Superintendent/designee.

Inclement Weather & School Closures

When a late start is deemed necessary, all staff shall report to work as soon as safely possible. In the event of a school closure, a minimum of one building administrator per location must report to the building to ensure appropriate operations. At each building administrators team discretion, other principals may choose to utilize a non-work day or utilize a flexible worksite day and will notify the superintendent or designee of this decision.

Professional Growth, Materials, and Equipment

Leaves of absence without deduction and with reimbursement of certain expenses may be granted to attend professional meetings. Administrators granted leave under this section shall receive reimbursement of certain expenses in accordance with regulations and procedures of the District which shall ensure equitable treatment of all employees.

Each administrator will be eligible for annual reimbursement up to \$2,500 for professional growth, materials, and equipment. This amount may be used for attendance and related expenses at approved professional meetings, or approved coursework in the administrative area. It may also be used for materials and equipment in support of building and/or district work.

As professional growth is intended to be forward-looking, administrators in their last year of anticipated service to the District are not eligible for professional growth activities on a national or extended basis.

Group Insurance Premiums

- 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).

VEBA

The District shall provide, through its payroll system, the opportunity for administrators 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. The group will need to vote annually to adopt/renew the VEBA plan in conjunction with the contract year (July 1-June 30).

Tax Sheltered Annuities (TSA)

The District shall provide, through its payroll system, the opportunity for administrators to participate in approved tax-sheltered annuities (TSA). Approved TSA programs shall be defined as those with an initial participation rate of five (5) or more employees. A list of approved TSA programs is available in Human Resources.

Local Travel Reimbursement

The District agrees to provide administrators a local travel stipend of \$50.00 per month.

Licenses and Fees

The District will pay for one national/state professional affiliation per administrator. Memberships in additional professional organizations may be available through individual professional growth funds.

Transition Days

School Building Administrators planning to retire at the conclusion of the school year are eligible for up to eight (8) days beyond the regular work year to ensure a smooth transition for students and staff, provided they submit a letter of resignation for purposes of retirement no later than February 1, and submit a transition plan to the Superintendent/designee for approval prior to March 1.

School Building Administrators that are hired into new positions, along with their building principal (if applicable), will have the option to convert three (3) non-work days to paid days for transition time and onboarding.

Mentor Assignments

Principals assigned by the Superintendent or designee to formally mentor a new principal in the district shall receive an annual stipend in the amount of \$2,500 in year one and \$1,000 in year two of the mentorship.

Additional Days

Learning Options Principals may request up to five (5) additional days to be accessed by each of the Learning Options Principals with pre-approval by their direct supervisor if the contracted number of days is determined to be insufficient.

Supplemental Responsibilities

Additional responsibilities that may be performed beyond the normal work day and are included in the employee's base pay, may include, but are not limited to:

- Preparation for the opening and closing of school, including but not limited to hiring new staff, checking on building maintenance progress, checking on extra- and/or co-curricular activities and events taking place at the school site.
- Community engagement activities, including attendance at community events sponsored by cities, universities, and community service groups.
- Participation on district-wide curriculum, instruction and assessment committees, either as an attendee, presenter, or facilitator.
- Participation in activities designed to improve relations and communications with parents.
- Pursuit of programming changes as a result of grant writing or partnerships with outside agencies aligned with District and School Improvement Plans.
- Connecting with outside agencies to provide supplemental support to students.

• Supervision of after school and nighttime activities is recognized as a normal part of an administrator's job responsibilities, as is attendance at evening events and meetings. It is recognized a few administrative jobs have a significant number of late-night supervision requirements (a frequent commitment to nighttime events beginning at 6:00 p.m. or later). Included in the base pay is additional compensation for the high school principal, high school assistant principals and for middle school principals and assistant principals in recognition of such.

Superintendent's Discretionary Days

School building administrators, at the Superintendent's discretion, may be paid additional days for working on non-contracted days, per approval from the Superintendent. Upon Superintendent approval, the administrator should submit a per diem sheet for payment.

LEAVES

Illness, Injury and Emergency

At the beginning of each school year each administrator covered by this Agreement shall be credited with an advance sick leave allowance of twelve (12) days, based on FTE. In the event of personal or family illness, injury or emergency the appropriate deduction will be made. 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 shall be given by the administrator to his/her immediate supervisor. Each administrator's portion of unused sick leave allowance shall accumulate as permitted in RCW 28A.400.300.

Administrators may cash in unused sick leave days in accordance with WAC 392-136-015, annual conversion of accumulated sick leave, and WAC 392-136-020, conversion of sick leave upon retirement, death, or separation (as applicable).

At the time of separation from District employment an eligible administrator or the administrator's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the administrator for each four (4) days accrued sick leave. For the purpose of this provision, eligibility shall be determined by Washington State Department of Retirement Systems (DRS).

An administrator who is unable to perform his/her duties because of personal illness or disability may, upon his/her request, be granted leave of absence without pay at the exhaustion of his/her sick leave for the duration of each illness or disability up to one (1) year.

Leaves for a health condition may be granted for one (1) year at a time and can be renewed annually. Application for a leave of absence for a health condition and/or renewal thereof will be made in writing to the Superintendent.

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

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 administrator shall 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.

Family Medical Leave

Under the federal Family Medical Leave Act (FMLA), the Washington Paid Family and Medical Leave Act (FLA)(PFML), the Washington State Human Rights Commission Laws, the Washington Family Care Act (FCA), and District Policy/Procedures, employees have certain rights and protections. With the exception of FMLA, which extends medical benefits up to 12 weeks for qualifying employees who have exhausted their paid leave or exhaust it during their leave period, none of the above laws provide for additional paid family leave time. Employees should contact Human Resources to review their family medical leave options.

WA Paid Family & Medical Leave

Paid Family and Medical Leave (PFML) is an insurance program funded through premiums paid by employers and employees via payroll withholding. 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.

Shared Leave

- 1. An administrator may, of his/her own choice, donate portions of his/her accumulated leave to come to the aid of another named employee making a shared leave request per RCW 41.04.665 which has caused or is likely to cause the employee to take an extended leave without pay or to terminate his/her employment. The determination of whether or not the circumstances of the leave fall within RCW 41.04.665 will be made by the Superintendent and/or designee.
- 2. The Superintendent and/or designee may, if appropriate, require formal documentation and/or a health care provider's statement confirming the nature of the request.
- 3. The District will adhere to Board Policy/Procedure 5406, along with state law as it pertains to leave Shared Leave provisions.
- 4. A contributing administrator must have an accrued sick leave balance of more than twenty-two (22) days to assign his/her sick leave to another named employee.
- 5. An administrator may donate up to six (6) days from his/her twenty-two (22) day plus sick leave balance during any twelve (12) month period.
- 6. An administrator cannot donate sick leave days that would result in his/her sick leave account balance going below twenty-two (22) days.
- 7. In the event the donated sick leave is not fully utilized by the receiving employee, said employee must return the unused sick leave advanced to the respective donating employee as applicable.
- 8. An administrator requesting use of donated leave shall make written request to the Superintendent/designee who will notify other employees.
 - 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.

Personal Leave

Three (3) personal leave days separate from any other leave will be granted each year. The three (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 cashed out at the employee's per diem rate.
- 3. Personal leave may be accumulated from one school year to the next. After August payroll is processed, remaining personal leave days will automatically accumulate for the next school year.

Adoption, Child Rearing, Maternity and Paternity Leave

Leaves related to adoption, child rearing, maternity, and paternity will be in compliance with District policy and the Family Medical Leave Act (FMLA).

Bereavement Leave

In the event of death in an administrator's or spouse's immediate family, the administrator shall be allowed up to five (5) days of absence with full pay. Immediate family is defined as anyone living within the household and/or father, mother, sister, brother, wife, husband, child, grandparent, uncle, aunt, nephew, niece, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law, brother-in-law, and grandchild. The administrator 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 shall be deducted from an administrator's accumulated illness, injury and emergency leave.

Jury Duty and Court Appearance

Upon receipt of a jury summons, the administrator will notify his/her supervisor that he/she has been summoned for jury duty. The administrator will serve on a jury without salary deduction. Compensation received by an employee for time spent serving on a jury will not be required to be remitted to the district.

Court appearance leave may be granted for an administrator to appear in court in a legal proceeding. When the administrator 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 shall be with full salary, but with the cost of substitutes paid to the District by the administrator. In court appearances as a party plaintiff against the District, the leave shall be without pay. When the administrator is subpoenaed or requested as a friend of the court as a witness in a court proceeding, the leave shall be with full salary, but with witness fees returned to the District.

Military Leave

Administrators shall be granted military leaves of absence, without pay, during the time they are required to serve in the Armed Services of the United States. Military leave of absence entitles an administrator to a normal salary experience increment. An administrator granted military leave shall, upon returning from the service, be assigned an equal or mutually acceptable position.

This section shall be administered in accordance with RCW 38.40.060.

Other Leaves

A leave of absence without pay may be granted to administrators for other reasons. Such a leave may be granted with or without normal salary experience increment. Such leaves may be renewed upon recommendation of the Superintendent, provided written request for extension is made by March 1.

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

Superintendent's Discretionary Leave

At the exhaustion of any of the leaves contained herein or given unforeseen circumstances, the administrator, at the Superintendent's discretion, may be granted one (1) – three (3) days leave while continuing to receive his/her normal salary. Per an arrangement with the Superintendent, the administrator shall make-up leave days during non-contracted days (i.e., during weekends or non-work days).

EVALUATION

General

Certificated administrators shall be evaluated during each school year. Such evaluation shall be done by the Superintendent/designee in full compliance with all state statutes and regulations.

DURATION OF AGREEMENT

Term

This Agreement shall be effective as of July 1, 2024 and shall continue in full force and effect until midnight, June 30, 2026.

Reopeners

The Agreement may be reopened during the term of the Agreement for change(s), deletion(s), or amendment(s) by mutual consent of both parties. Request for such changes by either party must be in writing and include a summary of the proposed change(s).

This agreement will be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement.

Attestation

The parties below have caused this Agreement to be executed by their duly authorized representatives this.

CHENEY ADMINISTRATORS' ASSOCIATION

CHENEY SCHOOL DISTRICT

Representative

Secretary to the Board

CHENEY SCHOOL DISTRICT ADMINISTRATIVE BASE SALARY SCHEDULE

2024-2025

<u>POSITION</u>	BASE SALARY
Elementary Principal	137,495
Elementary Assistant Principal	125,477
Middle School Principal	144,040
Middle School Assistant Principal	128,588
High School Principal	161,505
High School Assistant Principal	142,120
Learning Options Principal, TSHS	114,800
Learning Options Principal, Homeworks!	110,000
Director, Career & Technical Education (CTE)/Admin	125,477
High School Athletic & Activities Director	133,372

EXPERIENCE INDEX

	EXPERIENCE IN PRESENT POSITION ¹	PERCENT OF BASE	
Step 1			1.00
Step 2			1.03
Step 3			1.06
Step 4			1.09
Step 5			1.12
Step 6			1.15
Step 7			1.18

- ¹ Present position is defined as the currently-assigned administrative position within Cheney School District or approval by the Superintendent of experience in an administrative position with equivalent responsibilities in Cheney School District or another school district.
 - At the start of the 8th year as a certificated administrator with Cheney School District, a retention stipend of \$500 will be paid. The pay will be spread over the contract year.
 - An additional annual stipend of \$2,000 will be paid to association members holding a PhD or EdD.

CHENEY SCHOOL DISTRICT ADMINISTRATIVE BASE SALARY SCHEDULE 2025-2026

BASE SALARY
147,120
134,260
154,123
137,589
172,810
152,068
122,836
117,700

134,260

142,709

EXPERIENCE INDEX

Director, Career & Technical Education (CTE)/Admin

High School Athletic & Activities Director

	EXPERIENCE IN PRESENT POSITION ¹	PERCENT OF BASE	
Step 1			1.00
Step 2			1.03
Step 3			1.06
Step 4			1.09
Step 5			1.12
Step 6			1.15
Step 7			1.18

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