CONTRACT

between the

PASCO SCHOOL DISTRICT NO. 1

and the

PASCO ASSOCIATION OF EDUCATORS

September 1, 2018 – August 31, 2021

PAE

Pasco Association of Educators

PASCO SCHOOL DISTRICT #1

CONTRACT
between the
PASCO SCHOOL DISTRICT NO. 1
and the
PASCO ASSOCIATION OF EDUCATORS
representing
PASCO COACHES

September 1, 2018 – August 31, 2021

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CONTRACT
between the
PASCO SCHOOL DISTRICT NO. 1
and the
PASCO ASSOCIATION OF EDUCATORS

PREAMBLE

In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter the Act); and to set forth prescribed rights with respect to wages, hours, terms and condition of employment of the extracurricular/coaching employees of the Pasco School District, this Agreement is made and entered into by and between the District and the Association.

ADMINISTRATION

The District hereby recognizes the Pasco Coaches Association (hereinafter referred to as the Association) as the exclusive bargaining representative for all extracurricular/coaching employees in the bargaining unit holding supplemental contracts within the District that do not require OSPI teaching certification, excluding any person whose duties as deputy, administrative assistant or secretary necessarily imply a confidential relationship to the executive head or to the Board of Directors pursuant to RCW 41.56.030(2).

DEFINITIONS

Employee: The term "employee" when used hereinafter in the Contract shall refer to employees represented by the Association in the bargaining unit as defined above.

Gender: Words used in this Contract denoting gender shall mean masculine and feminine unless a specific context requires otherwise.

STATUS OF THE CONTRACT

This Contract shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms to the extent of conflict. Practices which arise from the interpretation of this Contract shall remain in full force and effect unless changed by mutual agreement.

Existing policies, rules, regulations, procedures or practices not in conflict with this Contract and which provide a benefit to the employees shall remain in full force and effect at the discretion of the Board.

MAINTENANCE OF BENEFITS

Unless otherwise provided in this contract nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from current individual salaries and employee benefits.

NO STRIKE/NO LOCKOUT

During the term of this Contract there shall be no strike or other economic action by the Association and no lockout or other economic action by the District.

CONFORMITY TO LAW
This Contract shall be governed and construed according to the Constitution and laws of the State of Washington and Washington Interscholastic Activities Association (WIAA) governing handbook. If any provision of the contract, or any application of this Contract to any employees covered hereby, shall be found contrary to law by a court of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Contract shall continue in full force and effect.

If any provision of this Contract is so held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as reasonably possible.

DISTRIBUTION OF CONTRACT
The District shall print and supply enough copies to the Association for distribution by the Association to all employees represented under this contract. Copies will be printed and available: (1) on the first workday of the school year, or (2) forty-five days after ratification, whichever comes later.

Additional copies shall be supplied to the Association upon request. The District shall make available upon request a copy of the Contract to all applicants interviewed for employee positions.

SUBCONTRACTING
Work customarily performed by the bargaining unit will not be subcontracted without first having bargained the matter with the Association.

BUSINESS

EXCLUSIVE PROFESSIONAL DUES RIGHTS
It will be the right of employees who are members of the Association and who are covered by this contract to, within thirty (30) days of employment and/or actively going to work, sign and deliver to the Association assignment authorizing payroll deduction of membership dues and assessments of the Association and the state and national organizations with which it is affiliated. The District Payroll Office will process the authorization to make it effective at the earliest possible payroll period, and no later than sixty (60) days after submission of the authorization to the District Payroll Office. This authorization will be on a continuing basis. A table of prorated annual dues assessments will be supplied by the Association to the District Payroll Office for use with new employees who are employed by the District.

FAIR SHARE REPRESENTATION FEE (RCW 41.59.100)
No member of the bargaining unit will be required to join the Association; however, those employees who are not Association members but who are members of the bargaining unit will be required to pay a fair share representation fee to the Association. The amount of the fair share representation fee will be determined by the Association and transmitted to the Business Office in writing. The fair share representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit (RCW 41.56.122).

In the event that the fair share representation fee is regarded by an employee as a violation of her/his right to non-association, such bona fide objections shall be resolved according to the provision of RCW 41.56.122 or the Public Employee Relation Commission.

In the event an employee is a full dues paying member of another WEA bargaining unit, she/he will not be required to pay additional NEA/WEA dues under this contract. WEA will have the final determination whether or not the dues will be waived. The bargaining unit will establish local dues for non-PAE members.

ASSOCIATION RIGHTS AND PRIVILEGES

Meeting with Superintendent and/or Designee: The Association's representatives may meet with the Superintendent and/or Designee from time to time during the school year to review and discuss current school problems and practices, and the administration of this Contract.

Requested Information: The District shall furnish to the Association upon request information concerning the financial resources of the District, including but not limited to annual financial reports and audits, register of employees, agendas and minutes of all Board meetings, names and addresses of all employees.

Grievance Proceedings: An employee or representative of the Association who is mutually scheduled to participate during working hours in grievance proceedings, conferences or meetings with representatives of District shall suffer no loss in pay.

School Facilities and Equipment Use: The Association shall have the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

Meeting Sites: The Association and its affiliates may use District buildings for meetings and to transact official business except priority shall be given to instructional use. Prior arrangements must be made and meeting space must be reserved following the regular district process.

Posting of Association Notices: The Association and its affiliate shall have the right to post notices of their activities and matters of Association concern on a bulletin board in each faculty lounge.

EMPLOYEE RIGHTS

A. Right to Join and Support Association: Employees shall have the right to self-organization, to form, join or assist the Association, to bargain collectively. The Board shall not directly or indirectly discriminate against any employee by reason of membership in the Association, participation in any grievances, complaints or proceeding under this Contract.

B. Right to Due Process: No employee shall be reprimanded, disciplined, suspended, reduced in rank or compensation, non-renewed or discharged without just cause.

   1. Informal Meeting – When a concern or problem is brought to the attention of the supervisor, an informal meeting between the employee and the supervisor shall be held to resolve the concern, issue, or problem. If no resolution occurs, a formal meeting will be held.

   2. Formal Meeting
      a. The employee will be given written notice of the meeting, which states the nature of the meeting and the right to Association or personal representation.

When a request for representation is made, no action shall be taken (except under emergency circumstances) until the employee has secured such representation. Such meetings shall not be delayed more than three (3) working days without written agreement.

b. The specific allegations and information forming the basis of any formal charge against the employee shall be provided in writing.

c. Complaints not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

d. An employee has the right to face his or her accuser(s).

e. Written reprimands shall state they are being placed in the employee's personnel file.

f. Verbal warnings shall not be written. Any notations related to a verbal warning shall be destroyed no later than one (1) year after the incident.

GRIEVANCE PROCEDURE

Definitions:

1. "Grievant" shall mean an employee or group of employees or the Association filing a grievance on behalf of employee(s). A grievance in which two (2) or more employees have the same complaint shall be processed as a single action. The Association shall have the right to be present and, if the employee elects, may represent the employee at any point in the procedure.

2. A "Grievance" shall mean a written statement by a Grievant that a controversy, dispute, or disagreement of any kind or character exists arising out of the interpretation or application of the terms of this Agreement or of an existing Board policy or administrative regulation. Grievances over Board policies and administrative regulation are not eligible for arbitration under this Contract.

3. "Days" shall mean contracted workdays or business days when school is not in session. "Business days" do not include those days the district offices are closed to the public such as holidays and the normal December and July closure.

Every reasonable effort shall be exerted in attempting to resolve grievances before the close of a school term or as soon as possible thereafter.

Procedures and Steps:
A grievance must be filed within thirty (30) days of the occurrence of the event on which the claim of grievance is based. The timelines and procedures herein shall be strictly followed unless waived in writing by the parties. Failure of the Grievant to follow the timelines shall mean the grievance is withdrawn. Conversely, failure by the District to follow the timelines shall automatically qualify the grievance for advancement to the next step.

Grievances relating to interpretation and or application of this Agreement when filed in the name of the Association may be initiated at Step 2 as provided hereinafter.

Step One-Immediate Supervisor
The Grievant(s) submits a grievance review request (form A) to the immediate supervisor.

The supervisor shall schedule a formal meeting within five (5) school days after receipt of the request and shall render a written decision to the Grievant(s) within five (5) school days after the formal meeting. A copy of the grievance review request shall be sent to the Superintendent and to the Association President. A copy of the written decision shall be sent to the Superintendent and to the Association President.

Step Two-Appeal to Superintendent or Designee
If the Grievant(s) is not satisfied with the decision of the immediate supervisor at Step One, the Grievant may refer the grievance to the Superintendent or designee within five (5) school days after the receipt of the decision prescribed herein, with a copy to the Grievant's immediate supervisor. The Superintendent or designee shall meet with the Grievant(s) within five (5) school days after the grievance has been referred to him. Both the Superintendent or designee and the Grievant(s) may have other persons present at the meeting who might contribute to an acceptable adjustment of the grievance.

The Superintendent or designee shall render a written decision concerning the grievance and any other adjustment within five (5) school days after the grievance has been heard. Copies of the decision by the Superintendent or designee shall be sent to the Grievant, the Grievant's immediate supervisor, and to the Association president.

Step Three-(Optional) Appeal to Board of Directors
If the grievance involves board policy or administrative regulation, or if the Grievant is not satisfied with the disposition of her/his grievance at Step Two, or if the Superintendent or designee has not provided a written decision with the time limits prescribed in Step Two, then the Grievant, or at her/his request the Association acting on her/his behalf, may request a meeting with the Board of Directors. If a request for a meeting or a Demand for Arbitration (for those grievances subject to arbitration) is not delivered to the Superintendent within thirty (30) days after the meeting prescribed in Step Two is held, then the grievance will be deemed withdrawn. The Board, or a committee thereof, shall meet with the Grievant and Association representatives within fifteen (15) days after the Superintendent receives the request for such meeting. Within fifteen (15) days after such meeting the Board shall render a written decision regarding the grievance. It is not required that a grievance goes to the Board prior to arbitration, nor shall taking the matter to the Board change the eligibility for arbitration.

Step Four-Binding Arbitration
If the grievance is a claim that this Agreement between the District and the Association has been violated, misinterpreted, or misapplied; and if the Grievant is not satisfied with the disposition of this grievance at Step Three, or if the Board has not provided a written decision within the time limits prescribed in Step Three, then the grievance may be submitted to final and binding arbitration at the option of the Association.

The parties shall attempt to select an arbitrator whose decision shall be final and binding within ten (10) days after the Superintendent receives the appeal from the Association. If the parties are unable to agree on the appointment of the arbitrator, a list of arbitrators shall be requested from the American Arbitration Association.

The parties shall select an arbitrator under the rules and procedures of the American Arbitration Association. In the alternative, and by mutual agreement, the arbitrator may be selected from a list of eligible candidates by a representative of the Board and a representative of the Association alternately striking names until only one name remains.

The hearing shall proceed under Voluntary Arbitration Rules of the American Arbitration Association, unless the parties mutually agree to proceed under the expedited rules.

Guidelines
The arbitrator shall make a decision in writing not more than thirty (30) days after the close of the hearing.

During the arbitration, neither the District nor the Association will be permitted to assert any evidence not previously disclosed to the other party. Each party shall bear the full costs for its side of the arbitration and will pay one-half (1/2) of the costs for the arbitrator and any administration fee for arbitration.

Freedom from Reprisals
No reprisal shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.

Powers of the Arbitrator
The arbitrator shall have no power to alter, add to or subtract from the terms of this collective bargaining agreement.

Election of Remedy
Any employee other than a provisional employee receiving notification of non-renewal of contract, discharge or adverse effect may elect to have the matter heard either by a hearing officer under statutory proceedings or an arbitrator in accordance with the grievance procedure. If arbitration is selected, the matter shall be commenced at the arbitration level.

Released Time
Grievances will ordinarily be processed during the regular workday and released time shall be provided for those actively involved in the investigating and processing of grievances, including the Grievant, Association representatives, and witnesses.

Record of Grievances
All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.

PERSONNEL

A. Procedure
There shall be an official file kept within the District. Employees shall, upon request, have the right to inspect all contents of their complete personnel files kept within the District office. A District office employee shall be present at this inspection. An additional employee of the District, or representative of the Association, at the employee's request, may be present in this review. Any derogatory material received by the District or Board shall be brought to the attention of the employee in writing, within fifteen (15) working days after receipt or composition. Any derogatory anonymous letters will be immediately destroyed.

Derogatory statement from professional or nonprofessional sources may be removed from the personnel file after three (3) continuous years of service at the written request of the employee,

providing there are no related incidences of physical abuse of students during the three year period after the incident provoking such a statement.

An employee shall have the right to attach her/his own written comments relating to material in the file. Additionally, any derogatory or harmful statements and/or materials that are not shown to an employee within fifteen (15) working days after receipt or composition shall not be against an employee or reassignment except in cases of criminal investigation by a law enforcement agency.

B. Contents of Personnel File

The personnel file for each employee maintained by the District shall include at least the following information:

1. Copy of the employee's certification
2. Copies of annual contracts
3. Copies of other information relating to salary and benefits
4. Certifications
5. Correspondence
6. All final evaluation forms

C. Working/Evaluation Files

Working files maintained by administrators for their own use may be reviewed at any time by the employee with the exclusive right of addendum by the employee. Such files shall not be passed on from one administrator to another nor shall such files follow the employee from one assignment to another. Working files shall be cleared at the end of each school year, except that notations of verbal warnings may remain for one calendar year from occurrence.

D. Criminal Investigation File

Any materials retained from a criminal investigation or prosecution will not be placed in the regular personnel file. This information will be held in a confidential file.

E. Requests for Personal Information

Performance evaluations and certain other personal data are generally not considered to be public information. The District will not grant public access to performance evaluations without the specific written agreement of the named employee, except where it is required to do so by law or court order.

If a specific written request for performance evaluations and other generally non-discloseable data is received, the District will notify the individual(s) whose data is requested, as soon as possible. If the District intends to disclose the information, the employee shall be notified in writing and given ten (10) working days in which to enjoin the District from disclosure.

F. Complaint Procedure

Parent Procedure: If at any time parents have a question or concern regarding their athlete's sports participation, the following course of action is recommended:

1. Talk directly to the coach. Parents/Guardians are to arrange a meeting with the coach rather than approaching him/her at practice or immediately following a game.

2. If the issue is not corrected or the parents have concerns about the way the situation is handled, they are to arrange a meeting with the athletic director.

If the issue remains unresolved, the parents are advised to take the issue to the principal.

Procedural Requirement: Any complaints regarding an employee made to any member of the administration by any parent, student or other person shall be in writing and shall be processed according to the procedure outlined below:

1. Meeting with Principal or Athletic Director: The principal or athletic director shall meet with the employee to apprise the employee of the full nature of the complaint, provide the employee with a copy of the written complaint and they shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

2. In the event the complaint cannot be resolved to the satisfaction of the employee informally, the Grievance procedure will be followed.

EMPLOYEE EVALUATION PROCEDURE

An employee shall be given a copy of any visit or evaluation report prepared by his/her evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the District office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

Every employee will be evaluated in writing annually. Assistant coaches will be evaluated by the Head Coach.

An agreed upon pre- and post-season goal setting and measuring form may be used as part of the evaluation process.

In the event an employee's performance results in negative evaluation, a reasonable amount of time will be given for performance enhancement if mutually agreed by Association and District.

Reports: Written evaluation reports shall be presented in post-observation conferences to each employee by her/his immediate supervisor within thirty (30) days following the end of the scheduled season:

1. Such reports shall be issued in the name of the immediate supervisor based on a compilation of reports and observations by the immediate supervisor.

2. Such report shall be addressed to the employee.

3. Such reports will be issued on the agreed upon form(s).

Individuals in their first coaching position with the district shall be in a probationary status for the duration of the assigned season (and extended season, if applicable), and during such time may be discharged at any time. Such individuals must be observed within twenty (20) calendar days after the commencement of activity/season.

The employee will have the opportunity to attach a written response or clarification to her/his observation/evaluation.

An employee shall be given a written copy of any observation/evaluation. Satisfactory evaluations will be cause for renewal based upon District need and/or student participation.

Either prior to or after a coach receives his or her final evaluation, he or she may be placed on a one-year probationary status. The district must inform the coach about the probationary status in writing prior to the first practice of the next coaching season for the same sport. The district will implement a written plan of improvement developed with input from the coach and the evaluator. If at the end of the season the coach has not shown satisfactory improvement, the contract will not be renewed. Probation related to performance is not required in the event a position is reduced or eliminated due to funding or participation.

EMPLOYEE PROTECTION

A. Liability Insurance

The District shall protect employees by purchasing public liability insurance in the amount of $1,000,000.00 per occurrence and the District shall include the employees (within the scope of their employment) as an insured under the liability insurance and errors and omissions policy of the School District.

B. Subrogation Clause

The District shall not subrogate its right to the insurance carrier for any claim paid as a result of a loss occurring while the employee(s) 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 the employment, whether such duties were performed during the regular duty hours or for extracurricular activities outside of the regular duty hours.

C. Legal Counsel

Legal counsel shall be provided subject to the terms of the District's insurance policy to any employee against whom a lawsuit is initiated, provided such employee, at the time of the act or omission complained of, was acting within the scope of his/her employment or under the direction of the District.

D. Student Discipline

The Board and Superintendent shall support and uphold employees in their efforts to maintain discipline in the District and shall give immediate response to all employees' requests regarding discipline problems. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment, including reasonable use of physical constraint, concerning matters not provided for by specific policies adopted by the Board and consistent with federal and state laws or regulations.

E. Notification When Threatened

An employee who is threatened by any person or group while carrying out assigned duties shall immediately notify the immediate supervisor. The supervisor shall notify the Superintendent and, if necessary, the police. Immediate steps shall be taken, in cooperation with the employee, to provide for the employee's safety. Precautionary measures for the employee's safety shall be reported to the Superintendent at the earliest possible time.

F. Other Provisions

When absence or disability arises out of or from injury sustained in the course of District employment, employees shall suffer no loss in District wages or other benefits less the amount of any worker's compensation awarded.

Employees may use reasonable measures consistent with state law with a student, patron, or other person as is necessary to protect him/herself, a fellow employee, a teacher, an administrator or another student from attack, physical abuse or injury, or to prevent damage to District property.

The employee shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. The coach will provide timely notification to the Athletic Director of any student supervision concerns.

Employees will not be requested or required to search a student, a student's possessions, or a student's locker.

No employee shall be required by the employer to dispense or administer medication or perform any other medical function. Should any employee agree voluntarily to provide such medication or administration of any medical function, the employer agrees to hold harmless such employee from any and all liability that might result therefrom.

G. Professional Development

Employees attending training courses required by State regulation or District policy as a condition of employment will be paid an annual stipend of $450.00 per year plus any fee or tuition. The stipend is intended to cover training and certification requirements such as WIAA requirements, CPR/1st aid, concussion/head injury, sudden cardiac arrest, and other sport-specific requirements which occur annually or on a two or three year rotation basis.

The District shall pay all fees, certificates, health tests, and professional development required to maintain job including dues in the Washington State Coaches Association and required immunizations.

The district will create a pool of funding based on $275 per coach per year for the purpose of attending coaching clinics and/or training to meet WIAA coaches standards. From the $275, the district will first pay the participant registration and clinic-related travel expenses with district required documentation. Any request for additional professional development must be received by the District no later than June 1. If any remaining pooled funds are available after June 1, they will be used for summer camp/clinic stipends. The district may authorize up to $750 for Licensed Athletic Trainers, based on available funds.

The District will provide CPR and first aid training annually, and will provide training on the use of AEDs.

Mandatory Training: Employees will be provided a code of conduct and will sign indicating receipt and understanding of the code of conduct each year. The district will also provide mandatory training regarding professional staff-student boundaries, either in-person, on-line, or in writing. Employee contracts will not be issued until the district receives verification the mandatory training has been completed by the employee. The training materials and the code of conduct will be provided to the Association for input prior to implementation of this section.

Coaches In-service Days

1. The Association and the District agree that staff development days require prior District approval per the current Master agreement.

2. The District and the Association agree that the primary purpose of staff development days is for improvement of skills.

3. The District and the Association agree that coaches have additional training needs for first aid, safety, program coordination, skill training, and other sport related training.

4. The District and the Association agree that one day of coaching related training is acceptable each year with building principal approval.

5. The District and the Association agree that no more than two days may be used in any year for coaching related staff development.

The parties agree that approval for the second day of sport related training will require:

a. A statement from the coach indicating why the second day of training is necessary.
b. A statement from the principal and coach indicating how the training will help them become better in their instructional roles except for safety, first aid, and program coordination.
c. In any given year, no more than one day shall be devoted to first aid, safety or program coordination.

H. Duties

In the event an employee must attend events away from the school district, the District will secure and provide appropriate coverage for the employee's regularly scheduled activity.

Employees will establish the activity schedule including ending times for any event, rehearsal or practice as the record of routine. That schedule will be distributed to the student participants.

Each season the district will allocate $1500 to each High School baseball and softball program, and $150 to each Middle School baseball and softball program, which may be shared by coaches who participate in field preparation.

I. Legal Redress

The District shall support any employee in seeking legal redress for violations of the law committed by student or member of the public who verbally or physically abuses that employee while he/she is performing contracted duties for the District. Such support shall be evidenced through aiding the employee in obtaining the services of the County Prosecutor for purposes of processing the case. The District expects that employees using the services of private lawyers will cover their own obligations for such fees or costs incurred by the use of such services.

J. Reimbursement/Replacement

The District agrees to provide reimbursement to staff for loss of personal property, or damage thereto, when damage or loss occurs when the property is located on the designated facilities of the school district for purposes connected directly to job related responsibilities. Such obligations shall be limited to a maximum claim of one thousand dollars ($1,000) per employee in any school year or ~~five hundred~~ one thousand dollars (~~$500~~ 1000) per incident. The District agrees only to pay losses to personal

vehicles under the deductible clause of the employee's personal vehicle insurance up to five hundred dollars ($500). This coverage will exist for personal vehicles while they are located on school property while the employee is involved in school activities or school business.

Other items of personal property will be covered as stated above only after they have been listed and registered, giving a reasonable replacement cost, with the building athletic director. In the event that the building athletic director determines that the District should not be responsible for damage or loss of certain personal items, he shall so notify the employee.

Effective upon delivery of such notice, the District shall assume no responsibility with respect to any such item. Employees are encouraged to seek approval of the principal prior to bringing personal property to school.

If any damaged or lost time is insured under personal insurance policies, the District shall be responsible for that portion of reimbursement not obtained from such carriers up to the limits of coverage set forth in this section. In no case will the District accept liability for lost cash, checks, money orders, or jewelry.

The District shall have available in each school building and at the District Office appropriate forms to use in the processing of the claims under the provisions of this section.

K. Notification of Police

Employee must report the theft, vandalism, or assault to the appropriate police officials within seventy-two (72) hours of knowledge of the incident. Employee's supervisor shall also be notified.

Mandatory reporters of suspected child abuse or neglect are required to comply with RCW 26.44.

L. Application Procedures

Vacancies will be posted on the district's website and in buildings for at least two (2) business days before the posting closes. If a vacancy is posted after a season has started, the position will be posted for at least one (1) business day. Applications for vacancies shall be in writing and should be received by the Employee Services Office by the end of the posting period.

Employees not selected shall be notified of the final selection.

M. Reduction in Coaching Positions

When the district determines the number of assistant coaching positions for a particular sport will be reduced, the Head Coach and Athletic Director will evaluate available candidates for the remaining positions.

A newly hired High School head coach has the right to interview and recommend his or her assistant coaches prior to his or her first season. All assistant coaches for that sport who wish to continue with the program will be granted an interview. If, after the interview process, the head coach would not otherwise select the assistant coach for a position and the total number of assistant coaching positions is not being reduced, the assistant coach will be granted probationary status for one season at his or her regular rate of pay.

N. Summer Camps/Clinics

The district will provide stipends for summer camps or clinics with pre-approval of the Athletic Director. Such stipends shall be subject to a minimum daily time requirement and time sheet submittal. The maximum is $600 per coach, based on $50 per day for up to twelve days. Athletic Trainers will be able to claim a maximum of $1000 per trainer, based on $100 per day for up to ten days. Stipends may be prorated based on available funds. Funds will be available from any remaining funds in the professional development pool, up to $30,000. If insufficient funds are available in the pool, the District will provide the difference. Requests for summer camps/clinics must be submitted to the Athletic Director by June 1.

CONTRACTS, WORKDAY AND PAYMENT

Basic Individual Employee Contracts
All basic individual employee contracts shall be subject to and consistent with Washington State laws and the terms and conditions of the Contract. If any individual employee contract contains any language inconsistent with the Contract, the Contract, during its duration, shall be controlling.

Issues of Contract
Individual contracts or written verification of employment will be provided for the employee prior to the first practice or as soon as reasonably possible thereafter.

Length of Contract
The basic contract shall be for the regularly scheduled season as determined by the WIAA. An extended season shall extend the contract on a pro-rata basis.

Extended season is defined as play beyond the last regular season league game.

The varsity coach and one assistant will be paid compensation for the extended season with the following exceptions:

1. Track: Head coach and each event coach of an athlete that qualified for state. A maximum of two (2) coaches will be paid if only one (1) student is involved.
2. Football. Varsity coaches only.
3. The assistant pay may be split among multiple assistants as determined by the Head coach for the sport.

Compensation for each week will be 8% of the individual coach (head and one assistant) differential stipend for each week beyond the regular season. Compensation for the assistant pool (multiple assistants) will be 8% of Group 5 experience of the assistant differential stipend for each week of play beyond the regular season.

Event Coordinators will be paid for home games during the extended season at a rate equal to $250 per home game.

Payment
In accordance with this contract, all employees shall normally be paid their basic contract according to the following schedule:

Sport	Paid In
High School Fall	September, October, November; extended season in December
High School Winter	December, January, February; extended season in March
High School Spring	March, April, May; extended season in June
Middle School Fall	September, October
Middle School Winter 1	November, December
Middle School Winter 2	January, February
Middle School Spring	April, May

This schedule will not apply to late hires or hires for whom paperwork is not received for processing prior to Payroll cut-off dates. In no case will an employee be paid prior to the start of a season.

Salary Criteria

Allocation and Implementation: Full experience increments shall be paid effective the first working day of the season.

Full credit will be given for experience in accredited public school districts or approved job-related experience.

Experience

When coaches have 10 years' experience in coaching and 5 consecutive years coaching experience in Pasco School District, they will receive cross over coaching experience. The most qualified individual will be offered the position.

Salary

Effective September 1, 2018, the 2018-2019 base salary will be $ 38,000.

For Middle School Athletic Directors (AD): ADs will receive the AD stipend and will also receive .287 release time. The release time is intended to be scheduled at the end of the contracted work day, and the district will make every effort to schedule the time accordingly.

For Pasco School District classified employees who are hired into a position covered by this agreement, the permitted hours of coaching work will total no more than the allowed stipend for the salary schedule for the sport. The employee may be required to complete a weekly time sheet.

Bereavement Leave

Bereavement leave not to exceed five (5) days will be allowed with pay to all employees for each death in the immediate family. A total of two (2) additional days per year will be allowed with pay to all employees for non-family members.

Additional leave days may be granted at the discretion of the Superintendent.

Leaves from Regular Employment

For coaches who are regularly employed by the District in a non-coaching position (i.e. teachers, classified employees): If an employee is on an approved leave of absence from his or her regular

district employment, he or she will not be required to take a leave from the coaching position. In the case of a medical leave of absence, the employee will be required to provide a release to work from a health care provider. This section does not apply to the occasional use of sick leave.

Emergency Closure

No employee shall be subjected to loss of pay or benefits due to nonattendance on days when the schools have been closed for emergency reasons.

Employee Facilities

Employees will be issued keys consistent with security needs.

The District shall provide necessary safety equipment and shall maintain all facilities, equipment, materials and information in a safe, clean, healthful and functional manner. Middle school uniform rotation schedules to be followed as well as replacement of equipment.

Middle school sport practices shall be scheduled only on student attendance days according to the school calendar. An exception may be made if this creates a conflict with the minimum required practices for player eligibility.

2018-2019 Coaches Salary Schedule

GROUP	0 EXP	1 EXP	2 EXP	3 EXP	4 EXP	5 EXP	9 EXP	13 EXP	17 EXP	21 EXP	25 EXP	29 EXP
Multiplier	1	1.08	1.16	1.24	1.32	1.4	1.48	1.56	1.64	1.72	1.8	1.88
1	15.8	17.1	18.3	19.6	20.9	22.1	23.4	24.6	25.9	27.2	28.4	29.6
	6004	6498	6954	7448	7942	8398	8892	9348	9842	10336	10792	11248
2	12.3	13.3	14.3	15.3	16.2	17.2	18.2	19.2	20.2	21.2	22.1	23.1
	4674	5054	5434	5814	6156	6536	6916	7296	7676	8056	8398	8778
3	10.6	11.4	12.3	13.1	14	14.8	15.7	16.5	17.4	18.2	19.1	19.9
	4028	4332	4674	4978	5320	5624	5966	6270	6612	6916	7258	7562
4	8.7	9.4	10.1	10.8	11.5	12.2	12.9	13.6	14.3	15	15.7	16.4
	3306	3572	3838	4104	4370	4636	4902	5168	5434	5700	5966	6232
5	6.8	7.3	7.9	8.4	9	9.5	10.1	10.6	11.2	11.7	12.2	12.7
	2584	2774	3002	3192	3420	3610	3838	4028	4256	4446	4636	4826
6	4.9	5.3	5.7	6.1	6.5	6.9	7.3	7.6	8	8.4	8.8	9.2
	1862	2014	2166	2318	2470	2622	2774	2888	3040	3192	3344	3496

Group 1

HS Head Basketball
HS Head Football
HS Head Wrestling
MS Athletic Director
Licesened Athletic Trainer
Event Coordinator

Group 2

HS Head Baseball

HS Head Cheerleader
HS Head Dance
HS Head Soccer

HS Head Softball
HS Head Tennis

HS Head Track
HS Head Volleyball
Head Trainer

Licesened Asst Trainer

Group 3

HS Head Bowling
HS Head Cross Country
HS Asst. Basketball
HS Asst. Football
HS Asst. Wrestling
HS Asst Trainer
HS Head Swimming
HS Head Slowpitch Softball

Group 4

HS Head Golf
HS Asst. Baseball
HS Asst. Soccer
HS Asst. Softball
HS Asst. Tennis
HS Asst. Track
HS Asst Volleyball
HS Asst. Dance

Group 5

HS Asst. Bowling
HS Asst Cross Country
MS Baseball
MS Basketball
MS Bowling
MS Cross Country

MS Dance Team
MS Football
MS Soccer

MS Softball
MS Tennis
MS Track

MS Volleyball
MS Wrestling

HS Asst. Swimming
HS Asst. Slowpitch Softball

Group 6

HS Asst. Golf
HS Intramurals Basketball
HS Wrestling Cheer Advisor
Elementary Intramurals
All MS Asst Coaches
New Horizons Volleyball
New Horizons Basketball

Basketball, wrestling, soccer, tennis, track, golf, and cross country should be split into boys and girls positions as long as enough participants turn out to field a team and the positions are funded. If one coach is head of both boys and girls, they should be paid the difference between an assistant and what a second head coach would receive

DURATION

This Contract shall remain in full force and effective from September 1, 2018, to and including August 31, 2021. Either party may, upon written notice, no later than sixty (60) days before August 31, 2021 give notice of its intent to negotiate a successor contract.

Upon mutual consent of both parties, this Agreement may be modified at any time. The parties agree to meet and confer regarding coaches who have other classified employment with the district, and to enter into a letter of agreement if necessary.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this July 12, 2015.

PASCO SCHOOL DISTRICT #1

President of the Board

Superintendent of Schools

Chief Negotiator

PASCO ASSOCIATION OF EDUCATORS and THE PASCO COACHES ASSOCIATION

President of the Pasco Association of Educators

Chief Negotiator

Member, Coaches Association Bargaining Team

GRIEVANCE FORM A **NOTICE OF GRIEVANCE**

Grievant _____ Date of formal presentation _____

Home address _____ Level filed ___1 ___ 2 ___3

_____ Phone number (home)_____

School _____ Phone number (school)_____

Immediate supervisor _____

Subject area/grade level _____ Association representative(s) _____

_____

STATEMENT OF GRIEVANCE

a. Date grievance occurred _____

b. Board policy(s), rule(s), regulation(s) allegedly violated, Article and Section of the Contract allegedly violated _____

_____

c. Person(s) involved other than grievant _____

_____

d. Statement of Issue _____

_____

_____

SPECIFIC REMEDY SOUGHT

_____

_____

_____

_____
Signature of Grievant

_____
Signature of Association Representative

Distribution of form:
Immediate supervisor
Association
Grievant

Staff member_____Supervisor _____

School _____ Date _____

Contract Waiver – Event Coordinators Stipend

Pasco School District and Pasco Association of Educators

The Pasco School District and the Pasco Association of Educators agree to address the event coordinator pay concerns raised by association members and district staff with regards to language on post-season pay for event coordinators.

Event coordinator contracts have routinely been scheduled from the beginning of the designated sports season through the day before the start of the next season; in the case of spring sports, event coordinator contracts run from the beginning of the season to the end of the school year. Event coordinators support high school Athletic Directors with post-season play, as well as other tasks needed to close-out a season and prepare for the next sports season.

The Coaches Contract language designating payment of $250/event for post-season play is waived unless an event occurs outside the event coordinator's contract and is not otherwise compensated. Only events which go beyond the last date of the contract will be paid at the rate listed in the contract.

This agreement is to clarify the meaning of the new contract language only and is non-precedent setting. This agreement is effective immediately upon signature and will continue until August 30, 2021.

Kelli Vyn 2-20-19

Pasco School District Date

2/20/19

Pasco Assn. of Educators Date

Contract Waiver – Event Coordinators Stipend

Pasco School District and Pasco Association of Educators

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The Coaches Contract language designating payment of $250/event for post-season play is waived unless an event occurs outside the event coordinator's contract and is not otherwise compensated. Only events which go beyond the last date of the contract will be paid at the rate listed in the contract.

This agreement is to clarify the meaning of the new contract language only and is non-precedent setting. This agreement is effective immediately upon signature and will continue until August 30, 2021.

Kelly Lyd 2-26-19

Pasco School District Date

Scott Hutchins 2/26/19

Pasco Assn. of Educators Date

Memorandum of Understanding
Pasco School District and Pasco Coaches Association

In light of the extended school closure order issued by Governor Inslee closing schools for the remaining duration of the 2019-2020 school year, the Pasco School District and the Pasco Coaches Association agree to a Memorandum of Understanding for spring coaching contracts and pay, as follows:

- All 2019-2020 coaches have received or will receive the $450 annual professional development stipend.
- Employees who receive field stipends will receive field stipend compensation in full.
- All spring coaches will receive their full contract, paid as scheduled in the existing contract, with the following job completion expectations:
    - Check and respond to district e-mail regularly
    - Make weekly contact to check-in with spring roster athletes and/or their families through end of school year, emphasizing how to stay healthy
    - Provide optional weekly work-out/practice plans/routines students can complete at a distance. Weekly work-outs plans may include, but are not limited to:
        - Work-out schedules
        - Work-out videos / work-out video links
        - Fitness goal setting
        - Fitness / activity tracking
    - Discourage group student/parent-initiated practices/workouts, following CDC recommendations and Governor's "Stay Home" orders
    - Participate in scheduled communication/distance meetings with coaching staff / athletic directors
    - Option to participate in professional development ideas/opportunities, book studies, or other training specific to coach, sport, or required certifications
    - Complete any required inventory of uniforms and/or equipment as assigned, within health guidelines that exist at time of request
    - Complete any required Title IX or other end of year reporting requirements
    - Stay informed of any MCC, WIAA, or district updates
    - Other duties/tasks as assigned by AD, which may include training requirements.
- Coaches will not be required to submit evidence of time spent.
- Coaches retain the right to request summer camps/clinics, to be submitted to their Athletic Director by June 1st per contract. These will be approved if the "Stay Home" order is lifted, and state and local health department guidelines allow participation.
- Athletics travel will follow existing district travel guidelines.
- Coach evaluations will be waived for the 2019-2020 spring season.

This agreement is based on special circumstances and is non-precedent setting. Any changes for any 20-21 seasons would require further agreement by the parties.

	4/17/20		4/24/20
Pasco School District	Date	Pasco Coaches Association	Date

Memorandum of Understanding
Pasco School District and Pasco Coaches Association

Beginning in the 2020-2021 school year, the Pasco School District and the Pasco Coaches Association agree to the following:

The salary schedule is amended as follows:

- All salaries shall reflect a 1.6% increase
- Group 1, MS Athletic Director – REMOVED
- Group 1, Event Coordinator – AMENDED to HS Event Coordinator
- Group 5, MS Bowling – REMOVED
- Group 5, ADD MS Event Coordinator (stipend paid for each season)

12/4/20
Pasco School District Date

12/4/20
Pasco Coaches Association Date

Contract Waiver
Pasco School District and Pasco Coaches Association

For the 2020-2021 school year, the Pasco School District and the Pasco Coaches Association agree to the following:

- If a season is held, regular compensation will be provided, regardless of season length or number of contests permitted due to health circumstances.
    - The payment schedule is amended in alignment with WIAA and/or local district/region revised season dates.
    - Payments will be made in two installments (over two months).
    - Extended season pay will be provided for work which would extend beyond the length of the regular season in the 2019-2020 school year (10 weeks).
- If a season is cancelled, coaches will receive 10% of the regular contract in recognition of pre-season work completed.
- If a season begins and is then cancelled, coaches will receive a pro-rated contract based on the percentage of the season completed; the minimum payment shall be 15% of the regular contract.
- The district will maintain the $450.00 annual stipend for each coach to maintain training and certification requirements, regardless of whether a season is held.
- The district will maintain the pool of funding based on $275.00 per coach for the purpose of attending coaching clinics, regardless of whether a season is held.
- The district will maintain stipends for summer camps or clinics with pre-approval of the Athletic Director.
    - Per contract, stipends shall be subject to a minimum daily time requirement and time sheet submittal. The maximum is $600 per coach, based on $50 per day for up to twelve days.
    - Due to adjusted season dates for the 20-21 school year, coaches may elect to utilize these paid days during:
        - Fall 2020 open coaching window (11/9/20-12/19/20);
        - Summer 2021 open coaching window (dates TBD, July-August 2021);
        - A combination of the fall and summer open coaching windows.
    - Coaches must request preapproval by November 9th for the fall open coaching window. For the summer open coaching window, the regular deadline of June 1st shall be maintained.
- Athletics activity, including conditioning, practices, contests, or any other in-person activity, may begin when directed by the district. Coaches will not encourage or permit activities outside of district approved activities.
- During any athletics related activity, coaches will follow all NFHS, WIAA, Department of Health, and PSD Covid-19 health guidelines, including but not limited to:
    - Complete staff daily attestation
    - Assist student-athletes in completion of daily attestations and temperature checks, as required
    - Maintain social distancing
    - Follow cleaning protocols
    - Follow hydration procedures
    - Monitor shared equipment

- Athletics travel will follow district travel guidelines.
- Should a coach with multiple contracts have a conflict due to revised season dates, the coach will be given the opportunity to select which position to maintain for the 20-21 school year. A leave of absence from the other position will be permitted for the 20-21 school year, and the coach may return to the additional position(s) in the 21-22 school year.
    - Any coach hired to fill a leave of absence position will have a non-continuing contract.
- The district reserves the right to reduce coaching positions.
- All other contract provisions remain in place.

This agreement is based on special circumstances and is non-precedent setting.

	10/21/20		10/26/20
Pasco School District	Date	Pasco Coaches Association	Date

2020-2021 Coaches Salary Schedule

Effective September 1, 2020, the 2020-2021 base salary will be $ 38,608 (*1.6% IPD applied for 2020-2021 school year*).

GROUP	0 EXP	1 EXP	2 EXP	3 EXP	4 EXP	5 EXP	9 EXP	13 EXP	17 EXP	21 EXP	25 EXP	29 EXP
Multiplier	15.8	17.1	18.3	19.6	20.9	22.1	23.4	24.6	25.9	27.2	28.4	29.6
1	6100	6602	7065	7567	8069	8532	9034	9498	9999	10501	10965	11428
2	12.3	13.3	14.3	15.3	16.2	17.2	18.2	19.2	20.2	21.2	22.1	23.1
	4749	5135	5521	5907	6254	6641	7027	7413	7799	8185	8532	8918
3	10.6	11.4	12.3	13.1	14	14.8	15.7	16.5	17.4	18.2	19.1	19.9
	4092	4401	4749	5058	5405	5714	6061	6370	6718	7027	7374	7683
4	8.7	9.4	10.1	10.8	11.5	12.2	12.9	13.6	14.3	15	15.7	16.4
	3359	3629	3899	4170	4440	4710	4980	5251	5521	5791	6061	6332
5	6.8	7.3	7.9	8.4	9	9.5	10.1	10.6	11.2	11.7	12.2	12.7
	2625	2818	3050	3243	3475	3668	3899	4092	4324	4517	4710	4903
6	4.9	5.3	5.7	6.1	6.5	6.9	7.3	7.6	8	8.4	8.8	9.2
	1892	2046	2201	2355	2510	2664	2818	2934	3089	3243	3398	3552

Group 1
HS Head Basketball
HS Head Football
HS Head Wrestling
Licensed Athletic Trainer
HS Event Coordinator

Group 2
HS Head Baseball
HS Head Cheerleader
HS Head Dance
HS Head Soccer
HS Head Softball
HS Head Tennis
HS Head Track
HS Head Volleyball
Head Trainer
Licensed Asst. Trainer

Group 3
HS Head Bowling
HS Head Cross Country
HS Asst. Basketball
HS Asst. Football
HS Asst. Wrestling
HS Asst. Trainer
HS Head Swimming
HS Head Slowpitch Softball

Group 4
HS Head Golf
HS Asst. Baseball
HS Asst. Soccer
HS Asst. Softball
HS Asst. Tennis
HS Asst. Track
HS Asst. Volleyball
HS Asst. Dance

Group 5
HS Asst. Bowling
HS Asst. Cross Country
MS Baseball
MS Basketball
MS Cross Country
MS Dance Team
MS Football
MS Soccer
MS Softball
MS Tennis
MS Track
MS Volleyball
MS Wrestling
MS Event Coordinator
HS Asst. Swimming
HS Asst. Slowpitch Softball

Group 6
HS Asst. Golf
HS Intramurals Basketball
HS Wrestling Cheer Advisor
Elementary Intramurals
All MS Asst. Coaches
New Horizons Volleyball
New Horizons Basketball

Basketball, wrestling, soccer, tennis, track, golf, and cross country should be split into boys and girls positions as long as enough participants turn out to field a team and the positions are funded. If one coach is head of both boys and girls, they should be paid the difference between an assistant and what a second head coach would receive.

Contract Waiver Addendum
Pasco School District and Pasco Coaches Association

The Parties hereby agree to amend the Parties' Contract Waiver dated October 26, 2020. This addendum is intended to address contract payment in the event of a season cancellation. Existing Waiver language and requirements not specifically outlined below shall remain in force as previously bargained.

For the 2020-2021 school year, the Pasco School District and the Pasco Coaches Association agree to the following:

- If a season is cancelled prior to beginning:
    - High school head coaches will receive 75% of the regular contract in recognition of pre-season and ongoing work completed to maintain the integrity of the program.
    - All other coaches will receive 25% of the regular contract in recognition of pre-season work completed.
- If a season begins and is then cancelled:
    - High school head coaches will receive 100% of their contracts.
    - All middle school head coaches and all high school and middle school assistant coaches will receive prorated contracts based on the percentage of the season that is completed. A minimum of 50% of the contract will be paid.
- For the purpose of the above cancellation agreements, high school event coordinators and trainers will be paid as high school head coaches and middle school event coordinators will be paid as middle school head coaches, in alignment with position placements on the regular salary schedule.
- A season is defined for high schools by the WIAA and/or MCC; per agreement of the local middle school league, each district scheduled MS season dates for the 20-21 school year.
    - HS seasons currently are reduced in length from a typical season length.
    - MS seasons were scheduled for 5-weeks each.
    - There is no impact to pay if WIAA/MCC season further reduces or reinstates a longer season length. There is also no impact to pay for middle school for the reduced season length.
    - Per prior agreement, extended season pay will be provided for work beyond the 2019-2020 season length (10 weeks).
- The payment schedule will be amended to align with revised season dates; payments will be made in two installments over two months.

This addendum shall be in effect for the 2020-2021 school year and shall sunset August 31, 2021, unless otherwise bargained. All other provisions of the collective bargaining agreement shall remain in effect. This agreement is based on special circumstances and is non-precedent setting.

	2/22/21		2/22/21
Pasco School District	Date	Pasco Coaches Association	Date