

CONTRACT

Between

RICHLAND SCHOOL DISTRICT NO. 400

And the

RICHLAND COACHES & ADVISORS

Represented by

RICHLAND EDUCATION ASSOCIATION

September 1, 2020 through August 31, 2021

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PREAMBLE

1 In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act
2 (hereinafter the Act); and to set forth prescribed rights with respect to wages, hours, terms and condition
3 of employment of the extra-curricular/coaching employees of the Richland School District.
4

ARTICLE I - ADMINISTRATION

5
6 A. This agreement is made and entered into by and between the Richland School District No. 400
7 Board of Directors, hereinafter called the "Board" and the Richland Education Association,
8 hereinafter called the "Association". The signatories shall be the sole parties to this agreement. This
9 agreement was bargained in accordance with RCW 41.59, the educational employment relations
10 act.
11

SECTION 1: EXCLUSIVE RECOGNITION

12
13 A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative
14 for all personnel holding supplemental contracts which do not require teacher certification and are
15 usually referred to as "extra-curricular" contracts, whether under contract or on leave employed by
16 the Board. This bargaining unit shall consist of all employees who work under a supplemental
17 contract for thirty (30) days or more in any twelve (12) month period. The bargaining unit shall not
18 include positions that require professional teacher certification or administrators.
19

20 B. The term "employee" when used hereinafter in the Agreement shall refer to all employees
21 represented by the Association in the bargaining unit as defined.
22

23 C. Sole and exclusive rights as used herein are defined as the rights provided through this Agreement
24 to the Association and such rights shall not be granted to any rival or competing organization which
25 purports to represent the same employee group for purposes of representation and/or collective
26 bargaining.
27

28 D. Unless the context in which they are used clearly requires otherwise, words used in this Agreement
29 denoting gender shall include both the masculine and feminine; and words denoting number shall
30 include both the singular and plural.
31

SECTION 2: VIABILITY OF SIGNED AGREEMENTS

32
33 A. This Agreement shall be binding on the parties after ratification by both the bargaining unit and the
34 Board.
35

SECTION 3: CONFORMITY TO LAW - SAVINGS CLAUSE

36
37 A. This Agreement shall be governed and construed according to the Constitution and Laws of the
38 State of Washington. If any provision of this Agreement, or any application of this Agreement to
39 any teacher or groups of Employees covered hereby shall be found contrary to law by a court of
40 law having competent jurisdiction such provision or application shall have effect only to the extent
41 permitted by law, and all other provisions or applications of the Agreement shall continue in full
42 force and effect.
43

SECTION 4: STATUS OF THE AGREEMENT

44
45 A. This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the
46 District that shall be contrary to or inconsistent with its terms.
47

48 B. Existing rules, regulations, policies, resolutions, or practices of the District not in conflict with this
49 Agreement shall remain in full force.
50

SECTION 5: CONTRACT COMPLIANCE

- 52 A. All individual employee contracts shall be subject to and consistent with Washington State Laws,
53 State Board of Education regulations, and the terms and conditions of this Agreement. If any
54 individual employee contract contains any language inconsistent with this Agreement, this
55 Agreement during its duration shall be controlling.

56
57 **SECTION 6: PRINTING AND DISTRIBUTION OF AGREEMENT**

- 58 A. Following ratification signing of this Agreement, the District shall print this Agreement. The cost
59 of the printing and distributing of the Agreement shall be borne by the District. The Association
60 shall distribute to all employees' copies of this Agreement. 25 additional copies shall be provided
61 to the Association. All employees new to the District shall be provided a copy of the Agreement
62 by the District upon their date of hire, and such Agreement shall be available for review to all
63 applicants.
64
65 B. There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall
66 be retained by the District, and one by the Association.

67
68 **SECTION 7: MAINTENANCE OF BENEFITS**

- 69 A. Unless otherwise provided in this Agreement, no provision in this Agreement shall be interpreted
70 and/or applied to eliminate, reduce, or otherwise detract from current individual salaries and
71 benefits, or prevailing practices relating to wages, hours, and working conditions in effect prior to
72 the effective date of this Agreement.

73
74 **SECTION 8 - AGREEMENT / ADMINISTRATION / INTERPRETATION**

- 75 A. Upon request by either party, the Association officials and District administrators shall meet to
76 discuss school problems relating to interpretation or compliance with its Collective Bargaining
77 Agreement or other problems.

78
79 **SECTION 9: MANAGEMENT RIGHTS**

- 80 A. The parties agree that with the exception of the specific provisions of this collective bargaining
81 Agreement, the District retains all rights, powers, functions, and authority vested in management
82 by laws and the Constitution of the State of Washington.

83
84 **ARTICLE II - BUSINESS**

85
86 **SECTION 1: PAYROLL DEDUCTIONS**

- 87 A. The Association and its affiliates have the exclusive right of automatic payroll deduction of
88 membership dues, assessments, and fees for employees who are represented by the Association in
89 accordance with RCW 41.56.
90
91 B. The Association shall submit a membership form which includes an automatic payroll authorization
92 to the District payroll office for processing. A table of prorated annual dues, assessments, and fees
93 shall be supplied to the District payroll office by the Association to determine monthly dues
94 deductions.
95
96 C. The automatic payroll authorization form shall clearly state that it is understood by the employee
97 signing the authorization that continuation of dues deductions until the end of the dues period on
98 August 31 of each year is a binding condition for automatic payroll authorization. Revocation of
99 membership shall be made in writing to the Association on the form available from the Association
100 between the beginning of the school year and September 30 and shall become effective at that time.
101 The Association shall promptly submit notice of such revocation to the District payroll office.
102

- 103 D. The District will remit to the Association an assessment in the in the amount of \$5.00 per contract
104 for non-certificated unit members or unit members not also covered by the REA/RSD certificated
105 contract.
106
107 E. The District shall provide dues deduction, assessments, and fees through automatic payroll
108 authorization and shall, without exception, refrain from intervention or failure to perform said
109 service.
110
111 F. The Association agrees to reimburse any bargaining unit member whose dues and assessments were
112 deducted, those sums in excess of the total amount due to the Association at that time, provided the
113 Association or its affiliate had actually received the excessive amount.
114

115 **SECTION 2: ASSOCIATION RIGHTS**

- 116 A. The Association and its representatives shall have the right to reasonable use of school buildings.
117 Scheduling and arrangements shall follow normal administrative procedures. The Association and
118 its representatives shall have access to all employees, provided that this shall not interfere with the
119 instructional program.
120
121 B. The Association shall have the right to post notices of activities and matters of Association concern
122 on bulletin boards to be provided in each faculty lounge of each building in the District.
123
124 C. The Association shall have the right to use the teacher mailboxes for communication purposes.
125
126 D. Upon written request, the District shall furnish to the Association any available information
127 permitted under statute that will assist the Association in carrying out its responsibility as the
128 bargaining representative.
129

130 **ARTICLE III - PERSONNEL**

131
132 **SECTION 1: EMPLOYMENT OF EMPLOYEES**

- 133 A. All employees will be contracted in accordance with applicable state law.
134
135 B. All work being performed by the bargaining unit will continue to be performed by the bargaining
136 unit during the life of this agreement.
137
138 C. Coaches may be allowed to transfer coaching experience from sport to sport and advisors between
139 activities. Moving within specific sports (for example, high school football to middle school
140 football) will have experience credited at 100% (for example, 8 years of HS experience transfers
141 to 8 years of MS experience). Moving with different sports (for example, football to baseball) will
142 have experience credited at 50% (for example, 8 years football = 4 years baseball).
143

144 **SECTION 2: RIGHT TO JOIN AND SUPPORT ASSOCIATION**

- 145 A. Employees shall have the right to self-organization, to form, join, or assist the Association to
146 bargain collectively. The Board shall not directly or indirectly discriminate against any employee
147 by reason of membership in the Association, participation in any grievances, complaints, or
148 proceedings under this Agreement.
149

150 **SECTION 3: RIGHT TO DUE PROCESS**

- 151 A. In an attempt to resolve problems at the lowest level, principals and/or athletic director shall
152 encourage parties making a complaint to discuss the issues surrounding their complaint with the
153 employees involved.
154

- 155 B. All information forming the basis of any charge shall be made available to the employee in writing
156 prior to any meeting. All formal written complaints concerning the employee shall be brought to
157 the attention of the employee within ten (10) working days except where to do so would materially
158 affect an ongoing investigation. Except under emergency conditions, all discipline will be
159 conducted in private.
160
161 C. An employee shall be entitled to have present at any meeting which may adversely affect their
162 contract status a representative of the Association upon his/her request. When a request for such
163 representation is made, no action shall be taken with respect to the informed employee until such
164 representative of the Association has had an opportunity to be present. No hearing will be delayed
165 more than five (5) workdays due to the unavailability of the employee's requested representative.
166
167 D. No employee shall be reprimanded, disciplined, suspended, reduced in rank or compensation
168 without just cause.
169
170 E. An employee shall have the right to face his/her accuser(s).
171

172 **SECTION 4: PERSONNEL FILES**

173 **A. Procedure**

174 1. An employee, or his/her designee, shall upon request, have the right to inspect all contents
175 of his/her complete personnel file and/or records kept within the District. The evaluation of an
176 employee is personal information and shall not be subject to public disclosure unless required
177 by law. Processed grievances, garnishments, and attachments of wages shall be kept apart from
178 the employee's personnel file.
179

180 2. An employee shall have the right to attach her/his own written comments relating to material
181 in the file. Additionally, any derogatory or harmful statements and/or materials that are not
182 shown to an employee within fifteen (15) working days after receipt or composition shall not
183 be used against an employee except in cases of criminal investigation by a law enforcement
184 agency.
185

186 **B. Contents of Personnel File**

- 187 1. The personnel file for each employee maintained by the District shall include at least the
188 following information:
189 a. Copy of the employee certification
190 b. Copies of annual contracts
191 c. Copies of other information relating to salary and benefits
192 d. Certifications
193 e. Correspondence
194 f. All instructional final evaluation forms
195

196 **C. Working/Evaluation Files**

197 1. The employee may review working files maintained by administrators for their own use at
198 any time with the exclusive right of addendum by the employee. Such files shall not be passed
199 on from one administrator to another nor shall such files follow the employee from one
200 assignment to another. Working files shall be cleared at the end of each school year except
201 that notations of verbal warnings may remain for one calendar year from occurrence.
202

203 **D. Criminal Investigation File**

204 1. Any materials retained from a criminal investigation or prosecution will not be placed in
205 the regular personnel file. This information will be held in a confidential file.
206

207 E. Requests for Personal Information

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

212
213 2. If a specific written request for performance evaluations and other generally non-disclosable
214 data is received the District will notify the individuals(s) whose data is requested as soon as
215 possible. If the District intends to disclose the information the employee shall be notified in
216 writing and given ten (10) working days in which to enjoin the District from disclosure.

217
218 **SECTION 5: COMPLAINT PROCEDURE**

219 A. Parent Concerns

220 1. The District and the Association agree that problems between parents and coaches should be
221 resolved at the lowest level possible. This means that, in general, concerns should be directly
222 addressed with the coach(es) involved prior to escalating to the administrative level. The intent
223 of this language is to support good communication between coaches and parents regarding
224 issues involving the team and their individual child. Issues involving parents and/or students
225 should be brought to the attention of the coach/advisor (generally within 72 hours) so they may
226 be addressed in a timely manner.

227
228 2. Issues involving personnel matters, such as alleged misconduct and/or illegal behavior, may
229 bypass the coach/parent process and be addressed directly by the administration.

230
231 B. Formal Procedural Requirement

232 1. Any complaints regarding an employee made to any member of the administration by any
233 parent student or other person shall be in writing and shall be processed according to the
234 procedure outlined below.

235
236 a. The Principal or designee shall meet with the employee to apprise the employee of
237 the full nature of the complaint provide the employee with a copy of the written
238 complaint and they shall have the right to be represented by the association at any
239 meetings or conferences regarding such complaint.

240
241 b. In the event that disciplinary action results from a complaint, the Grievance
242 procedure may be followed.

243
244 **SECTION 6: EVALUATION PROCESS**

245 A. The building Principal and/or assistant Principal(s), the Athletic Director, or the Activity Director
246 shall be designated as the evaluator(s) for all supplemental contract employees assigned to the
247 building. Head Coaches may evaluate assistant coaches with Administrator sign off on the
248 evaluation. The building principal and/or assistant principals shall be designated as the evaluator
249 of the Activity Director(s) and the Athletic Director(s).

250 B. The Evaluation Criteria and Procedures shall be distributed and explained to all supplemental
251 contract employees prior to the sports/activity season.

252
253 C. Employee's will be given, in writing, the expectations of the coaching/advisory positions prior to
254 commencing any season/advisory term. All observations shall be the sole basis for any evaluation.

255
256 D. An evaluation shall be completed for each supplemental contract awarded. Specifically, this means
257 that all paid positions should be evaluated.

- 259 E. As part of the evaluation process, the evaluator or designee will document at least one fifteen (15)
 260 minute observation of a practice and one fifteen (15) minute observation of a game or performance
 261 during the supplemental contract season. The date and times of the observations shall be recorded
 262 on the evaluation form. An agreed upon pre- and post-season goal setting and measuring form may
 263 be used as part of the evaluation process.
 264
- 265 F. An employee shall be given a copy of any visit or evaluation report prepared by his/her evaluator
 266 at least one (1) day (24-twenty-four hours) before any conference to discuss it. No such report shall
 267 be submitted to the central office and placed in the employee's file or otherwise acted upon without
 268 prior conference with the employee. No employee shall be required to sign a blank or incomplete
 269 evaluation form.
 270
- 271 G. Extracurricular/co-curricular evaluation forms will include notice of intent to continue in the
 272 position in the subsequent season or school year.
 273
- 274 H. The employee's signature on the evaluation form indicates that the employee has read and discussed
 275 the observation/evaluation but does not imply agreement. The employee shall have the exclusive
 276 right to attach a statement and may seek relief through the grievance procedure.
 277
- 278 I. Distribution of the final Performance Evaluation Form shall be as follows: one copy to the
 279 employee, one copy to the evaluator, and the original with signatures sent to Human Resources.
 280
- 281 J. Only three (3) ratings shall apply for the Evaluation Criteria: 1) effective; 2) not effective; and 3)
 282 needs improvement. All criteria must be marked with one of these ratings.
 283

284 **SECTION 7: UNSATISFACTORY EVALUATION PROCEDURES/TIMELINES**
 285

- 286 A. In the event an employee's performance results in an ineffective rating on the evaluation he/she
 287 may contact the Association for counsel and advice.
 288
- 289 B. When a rating of needs improvement or not effective is given for an item on the Evaluative Criteria
 290 or the overall rating of not effective is given, the evaluator must include the following in the
 291 comments section of the form:
 292
- 293 1. A clear description of the problem
 - 294 2. Detailed recommendations for improvement
 - 295 3. Specific acceptable levels of performance
 - 296 4. A specific timeline for attaining satisfactory performance levels
 - 297 5. The employee may list any factors limiting his/her performance.
 298
- 299 C. On receiving a not effective overall rating a reasonable amount of time will be given for
 300 performance enhancement as mutually agreed to by the Association and District.
 301
- 302 D. The following evaluation timelines shall prevail:
 303
- 304 1. Elementary Schools
- | | |
|-----------------------|-------------------------------------|
| <u>Activities</u> | <u>Evaluation Date</u> |
| Elementary Activities | 1 Week after the Last Day of School |
- 308 2. Middle Schools
- | | |
|------------------------|------------------------|
| <u>Activities</u> | <u>Evaluation Date</u> |
| Fall Sports/Activities | December 15 |
- 310

311	Winter I Sports/Activities	January 30
312	Winter II Sports/Activities	April 15
313	Spring Sports/Activities	1 Week after the Last Day of School
314	Extra-Curricular Contract	1 Week after the Last Day of School

315
316
317
318
319
320
321
322

3. High Schools

<u>Activities</u>	<u>Evaluation Date</u>
Fall Sports/Activities	January 15
Winter Sports/Activities	April 15
Spring Sports/Activities	1 Week after the Last Day of School
Extra-Curricular Contracts	1 Week after the Last Day of School

SECTION 8: RENEWAL AND NON-RENEWAL

324 A. An employee who receives an overall rating of effective on his/her evaluation can expect his/her
325 supplemental contract to be renewed with the following exceptions

- 326 1. Low student turnout,
327 2. The hiring of a new Head Coach (HS only)-see Section 11.B.6
328 3. Positions added by request of the Head Coach through the additional coach/advisor request
329 form process. These positions will be considered “seasonal/temporary.”
330

331 In this case the District will consult with the Association to discuss options. At any time prior
332 to or during the supplemental contract, any violation of the Washington State Professional Code
333 of Conduct (certificated teachers only), RSD Coaches Code of Conduct, commission of a
334 criminal act, or serious demonstration of personal misconduct while acting as a representative
335 of the district may result in the withdrawal or termination of the expected supplemental
336 contract.
337

338 B. Non-renewed employees can, within fifteen (15) working days of receipt of formal written notice,
339 appeal to the Superintendent. The Superintendent will hear the appeal within ten (10) working
340 days of receiving a written appeal from the employee. The written appeal shall state the
341 employee's reasons for reconsideration. The decision Superintendent will be rendered within
342 ten (10) workings days. The decision of the Superintendent will be final.
343

344 C. The employee may bring witnesses, documented statements and supporting evidence to the appeal
345 hearing.
346

347 D. Written notification of non-renewal of a supplemental contract for the succeeding school year will
348 occur as per the following timelines:
349

<u>Elementary and Secondary</u>	<u>Supplemental Contracts</u>	<u>June 15</u>
<u>High School Season</u>	<u>Middle School Season</u>	<u>Notification Date</u>
Fall	Fall	February 1
	Winter I	March 1
Winter	Winter II	April 15
Spring	Spring	July 1

357

358 E. Failure to make adequate progress toward WIAA Certification may be grounds for non-renewal.
359

360 F. When a Certificated or Classified employee resigns or retires from the Richland S.D., any
361 supplemental coaching contract that they hold is thereby terminated. The position will be deemed

362 open and will be filled per the guidelines listed in Section 10: Position Openings. The retired
363 employee can apply for the open position, or any other opening, per the guidelines in Section 10.
364

365 **SECTION 9: GRIEVANCE PROCEDURE**

366 A. **PURPOSE:** The purpose of this grievance procedure is to provide a means for the orderly and the
367 expeditious adjustment of a grievance by an employee or group of employees.
368

369 B. **INFORMAL COMMUNICATIONS:** Every effort shall be made to settle problems at the lowest
370 level through informal communication between the employee(s) and the immediate supervisor. It
371 is strongly encouraged that problems be resolved informally between the parties prior to filing a
372 formal grievance.
373

374 C. **DEFINITIONS:**

375 1. "Grievant" shall mean an employee or group of employees or the Association filing a grievance
376 on behalf of an employee or group of employees. A grievance in which two or more employees
377 have the same complaint shall be processed as a single action. The Association shall have the
378 right to be present and, if the employee elects, may represent the employee at any point in the
379 procedure.
380

381 2. "Grievance" shall mean a written statement by a grievant that a controversy, dispute, or
382 disagreement of any kind or character exists arising out of the interpretation or application of
383 the terms of this Agreement or of an existing Board policy, administrative regulation, or that
384 there exists a condition which jeopardizes employee health and safety.
385

386 3. "Days" shall mean contracted workdays, except as otherwise indicated.
387

388 4. Every reasonable effort shall be exerted in attempting to resolve grievances before the close of
389 a school term or as soon as possible thereafter.
390

391 D. **PROCEDURES AND STEPS:**

392 1. A grievance must be filed within thirty (30) days of the occurrence of the event on which the
393 claim of grievance is based. The timelines and procedures herein shall be strictly followed
394 unless waived in writing by the parties. Failure of the grievant to follow the timelines shall
395 mean the grievance is withdrawn. Conversely, failure by the District to follow the timelines
396 shall automatically qualify the grievance for advancement to the next step.
397

398 2. Grievances relating to interpretation and/or application of this Agreement when filed in the
399 name of the Association may be initiated at Step 2 as provided hereinafter.
400

401 3. **STEP ONE -- IMMEDIATE SUPERVISOR:** The grievant(s) submits a grievance review
402 request (Form A) to the Principal and/or designee. The supervisor shall offer to meet within
403 five (5) school days after the receipt of the request and shall render a written decision to the
404 grievant(s) within five (5) school days after the formal meeting. A copy of the grievance review
405 request shall be sent to the Superintendent and/or designee and to the Association President. A
406 copy of the written decision shall be sent to the Superintendent and/or designee and to the
407 Association President.
408

409 4. **STEP TWO -- APPEAL TO SUPERINTENDENT:**

410 a. If the grievant(s) is not satisfied with the decision of the immediate supervisor at Step One,
411 the grievant may refer the grievance to the Superintendent and/or designee within four (4)
412 school days after the receipt of the decision prescribed herein, with a copy to the grievant's
413 immediate supervisor. The Superintendent and/or designee shall meet with the grievant(s)

414 within five (5) school days after the grievance has been referred to him/her. Both the
415 Superintendent and/or designee and the grievant(s) may have other persons present at the
416 meeting who might contribute to an acceptable adjustment of the grievance.

- 417
418 b. The Superintendent and/or designee shall render a written decision concerning the
419 grievance and any other adjustment within five (5) school days after the grievance has been
420 heard. Copies of the decision by the Superintendent and/or designee shall be sent to the
421 grievant, the grievant's immediate supervisor, and to the Association President. The
422 Superintendent's Office shall retain a copy.

- 423
424 5. STEP THREE -- APPEAL TO BOARD OF DIRECTORS: If the grievant is not satisfied with
425 the disposition of his grievance at Step Two, or if the Superintendent or his/her designee has
426 not provided a written decision within the time limits prescribed in Step Two, then the grievant,
427 or at his/her request the Association acting on his/her behalf, may request a meeting with the
428 Board of Directors. If a request for a meeting with the Board is not delivered to the
429 Superintendent within thirty (30) days after the meeting prescribed in Step Two is held, then
430 the grievance will be deemed withdrawn. The Board shall meet with the grievant, with
431 Association representatives, and the Superintendent within fifteen (15) days after the
432 superintendent receives the request for such meeting. Within fifteen (15) days after such
433 meeting, the Board shall render a written decision respecting the grievance.

434
435 6. STEP FOUR -- BINDING ARBITRATION:

- 436 a. If the grievance is a claim that this Agreement between the District and the Association has
437 been violated, misinterpreted, or misapplied; and if the grievant is not satisfied with the
438 disposition of this grievance at Step Three, or if the Board has not provided a written
439 decision within the time limits prescribed in Step Three, then within fifteen (15) days after
440 the Step Three answer or expiration of timeline, the grievance may be submitted to final
441 and binding arbitration at the option of the Association.
- 442
443 b. The parties shall attempt to select an arbitrator, whose decision shall be final and binding,
444 within ten (10) days after the Superintendent receives the appeal from the Association. If
445 the parties are unable to agree on the appointment of the arbitrator, a list of arbitrators shall
446 be requested from the American Arbitration Association.
- 447
448 c. The parties shall select an arbitrator under the rules and procedures of the American
449 Arbitration Association. In the alternative, and by mutual agreement, the arbitrator may be
450 selected from a list of eligible candidates by a representative of the Board and a
451 representative of the Association alternately striking names until only one name remains.
- 452
453 d. The hearing shall proceed under the Voluntary Arbitration Rules of the American
454 Arbitration Association, unless the parties mutually agree to proceed under the expedited
455 rules.
- 456
457 e. The arbitrator shall make a decision in writing not more than thirty (30) days after the close
458 of the hearing.
- 459
460 f. During the arbitration, neither the District nor the Association will be permitted to assert
461 any evidence not previously disclosed to the other party. Each party shall bear the full costs
462 for its side of the arbitration and will pay one-half (1/2) of the costs for the arbitrator and
463 any administration fee for arbitration.
- 464

- 465 E. FREEDOM FROM REPRISALS: No reprisal shall be invoked against any employee for
466 processing a grievance or participating in any way in the grievance procedure.
467
468 F. POWERS OF ARBITRATOR: The arbitrator shall have no power to alter, add to, or subtract from
469 the terms of this CBA.
470
471 G. RELEASED TIME: Grievances will ordinarily be processed during the regular workday and
472 released time shall be provided for all participants in the investigating and processing of grievances
473 including the grievant, Association representatives, and witnesses.
474

475 **SECTION 10: LOSS OF POSITION(S) DUE TO PROGRAM REDUCTION(S)**

- 476 A. In the event the District anticipates a significant loss in revenue or change in program that requires
477 a reduction in work force, the District shall follow the procedures contained in this section. Prior
478 to eliminating any positions, both parties shall agree to negotiate the contract.
479
480 B. Reductions will not be made without thorough review of programs and options available. The
481 Board will notify the Association of the proposed layoff at least thirty (30) calendar days before
482 the proposed layoff date and will provide the Association a report of the financial situation,
483 anticipated program changes and needed staffing levels.
484
485 C. Reduction in work force shall be negotiated between the parties.
486

487 **SECTION 11: POSITION OPENINGS**

488 A. Definition of Terms

- 489 1. A "vacancy" is a position, which has been permanently vacated, or one, which has been newly
490 created.
491
492 2. "In-building" refers to all the certificated staff that serves part or full time within the school.
493
494 3. "In-District" refers to all certificated staff that is employed in any capacity, full or part-time for
495 the Richland School District.
496
497 4. "Experience" is defined as total number of years employed in the extra-curricular area. The
498 Assistant Superintendent of Human Resource or designee will determine applicable non-school
499 experience. In instances where an employee has interrupted service, the most recent date of
500 hire shall be used as a determiner.
501
502 5. "Out of District" refers to any candidate who does not hold another position elsewhere in the
503 district.
504

505 B. Staff Hiring Procedures- COACHES

- 506 1. Vacancies will be advertised, "in-building," "in-District," and out of district concurrently for
507 a minimum of five (5) working days and will remain open until the position is filled. If the
508 position requires specific qualifications, such information will be communicated in the job
509 announcement. Any qualified in-building and in-district candidates will be guaranteed an
510 interview and will be given hiring preference over out of district candidates if qualifications
511 are substantially equal. This hiring preference does not extend to head coaching positions.
512
513 2. The most qualified applicant will be selected by the site administration and/or designee(s)
514 based on the job qualifications and applicable criteria listed below:
515 • Effective coaching or advising experience in that sport/activity

- 516 • Demonstrated ability to work cooperatively and communicate with students, parents,
- 517 assistants, administrators, and community members
- 518 • Evidence of WIAA certification and compliance with WIAA and RSD rules and
- 519 regulations where applicable
- 520 • Demonstrated short and long-term organization and management skills
- 521 • Demonstrated evidence of being a positive "Role Model"
- 522 • Clearly defined philosophy for coaching/advising level applied for
- 523 • Evidence of effective public relations
- 524
- 525 3. Reference checking will be done to determine qualification for external candidates.
- 526
- 527 4. If the qualifications of the two candidates are substantially equal, the most senior candidate
- 528 will be hired.
- 529
- 530 5. The above timelines for selection of supplemental contracted staff will be observed except in
- 531 situations where the selected coach gives notice of resignation two weeks or less before the
- 532 first day of practice for the athletic or activity season. In this case, the administration may
- 533 execute an emergency selection process after first notifying the REA President of the
- 534 emergency. This process will enable the selection of an available, qualified person to start the
- 535 first day of the sport / activity practice.
- 536
- 537 6. A new head coach at the high school level may request all assistant coaches to interview in
- 538 order to maintain their coaching position.
- 539

540 C. Staff Hiring Procedures – ADVISORS (Non-Athletic)

- 541 1. Vacancies will be advertised in-building via District e-mail for a minimum of five (5)
- 542 working days and will remain open until the position is filled. If the position requires
- 543 specific qualifications, such information will be communicated via the e-mail. Any
- 544 qualified in-building candidates will be interviewed and hiring preference will be given to
- 545 senior in-building candidates if qualifications are substantially equal.
- 546
- 547 2. If there are no in-building candidates, the principal (or designee) can hire in-district or out
- 548 of district candidates at their discretion. There are no in-district transfer rights to specific
- 549 building advisor positions.
- 550

551 **SECTION 12: EMPLOYEE PROTECTION**

- 552 A. Liability Insurance: The District shall protect employees by purchasing public liability insurance
- 553 and the District shall include the employees (within the scope of their employment) as insured
- 554 under the liability insurance and errors and omissions policy of the School District.
- 555
- 556 B. The District will not subjugate its right to the insurance carrier nor any claim paid as a result of a
- 557 loss occurring while the employee(s) are acting within the scope of their duties as employees
- 558 whether such duties were expressed in the employees contract or implied because of the nature of
- 559 the employment whether such duties were performed during the regular duty hours or for
- 560 extracurricular activities outside of the regular duty hours.
- 561
- 562 C. Legal Counsel: Legal counsel shall be provided subject to the terms of the District’s insurance policy
- 563 to any employee against whom a lawsuit is initiated provided such employee at the time of the act
- 564 or omission complained of was acting within the scope of his employment or under the direction
- 565 of the District.
- 566

- 567 D. Notification when threatened: An employee who is threatened by any person or group while carrying
568 out assigned duties shall immediately notify the immediate supervisor. The supervisor shall notify
569 the Superintendent and, if necessary, the police. Immediate steps shall be taken in cooperation with
570 the employee to provide for the employee's safety. Precautionary measures for the employee's
571 safety shall be reported to the Superintendent at the earliest possible time.
572
- 573 E. When absence or disability arises out of or from injury sustained in the course of District
574 employment, employees shall suffer no loss in District wages or other benefits less the amount of
575 any workmen's compensation awarded.
576
- 577 F. Employees may use reasonable measures with a student patron or other person as is necessary to
578 protect him/herself a fellow employee, a teacher, an administrator or another student from attack,
579 physical abuse or injury or to prevent damage to District property.
580
- 581 G. The employer shall support and assist employees with respect to the maintenance of control and
582 discipline of students in the employee's assigned work area.
583
- 584 H. The District will support any employee seeking legal redress for violations of the law committed
585 by students or member of the public who verbally or physically abuse any employee while he or
586 she is performing duties for the District.
587
- 588 I. The District expects employees using the services of private lawyers to cover their own obligations
589 for fees or costs incurred by the use of those services.
590
- 591 J. Liability for Medical Delivery: No employee shall be required by the employer to dispense or
592 administer medication or perform any other medical function. Should any employee agree
593 voluntarily to provide such medication or administration of any medical function the employer
594 agrees to hold harmless such employee from any and all liability that might result therefrom.
595
- 596 K. These supervision duties as noted in paragraph J. do not include activities during which the
597 employee is in attendance and does not have specific supervisory responsibilities assigned by the
598 principal or designee.
599
- 600 1. Volunteers are defined by school district policy and any potential volunteer must be
601 cleared by the District prior to volunteering.
 - 602 2. Volunteers have no preference in any potential hiring process and are considered out-
603 of-district candidates. There is no assumption that volunteering leads to automatic
604 contracts at a later date.
605

606 **SECTION 13: TRAINING / INSERVICE**

- 607 A. The district shall provide opportunities for training courses required by State Regulation or District
608 policy as a condition of continued employment. This will include CPR and first aid training
609 annually.
610
- 611 B. The Employer shall provide approved first aid kits in all work areas.
612
- 613 C. If during the course of the member's employment with the District certifications are required and/or
614 changed by the Washington Interscholastic Activities Association (WIAA) or other governing body
615 to maintain employment in the member's current position, the District will provide or pay for any
616 courses and travel related to obtaining those certifications. If the member pays, the District will
617 reimburse full related costs.
618

- 619 D. Coaches/Advisors In-service Days
620 1. The Association and the District agree that staff development days require prior District
621 approval per the current REA Master agreement.
622
623 2. The District and the Association agree that the primary purpose of staff development days is
624 for improvement of skills.
625
626 3. The District and the Association agree that coaches/advisors have additional training needs
627 such as first aid, safety, program coordination skill training and other sport related training.
628
629 4. The District and the Association agree that one (1) day of coaching/advising related training
630 is acceptable each year with normal Principal approval.
631
632 5. The District and the Association agree that no more than two days may be used in any year
633 for coaching/advising related staff development.
634
635 6. The parties agree that approval for the second day of training will require:
636
637 a. A statement from the coach/advisor indicating why the second day of training is
638 necessary.
639
640 b. A statement from the Principal and coach/advisor indicating how the training will
641 help them become better in their instructional role except for safety first aid and
642 program coordination.
643
644 c. In any given year no more than one day shall be devoted to first aid safety or program
645 coordination.
646

647 **SECTION 14: SUPPLEMENTAL SALARY DETERMINATION/PLACEMENTS**

- 648 A. The experience rating factor will be used to determine the Experience Factor for each holder of a
649 Supplemental Contract as covered in this Section, relative to determination of stipend:
650 1. Experience Rating Factors
651 0 Years = 0.95
652 1-2 Years = 1.05
653 3-5 Years = 1.15
654 6-8 Years = 1.20
655 9-11 Years = 1.30
656 12-15 Years = 1.40
657 16+ Years = 1.50
658
659 B. Longevity will be calculated as follows: starting in year 17, 1.0% shall be added to the individual's
660 stipend(s) for each year beyond 16 years.
661
662 C. Individuals who perform the duties of both boys and girls head coach/advisor shall receive a 25%
663 increase in stipend (1.25X times the amount of the stipend). This increase shall not be used in
664 calculating the assistant coach/advisor stipends for that activity. Applies to all co-operative and/or
665 co-educational sports/activities.
666
667 D. For purposes of this Section, high school refers to positions for grades 9-12, inclusive; middle
668 school refers to positions in grades 6-8.
669

- 670 E. The extra duty stipend identified as "Club Advisor" shall be given to those positions that meet the
671 following criteria:
672
- 673 1. The advisor position must have a minimum of 36 hours' time each year, 30 hours of which
674 must be direct contact time with the members (students).
675
 - 676 2. If the advisor receives release time for activity/club duties, the position will not be included on
677 this salary schedule, with the exception of Activity Director.
678
 - 679 3. The activity/club must be an approved organization of the ASB and the principal.
680
 - 681 4. At the secondary level, activities/clubs require a minimum of six (6) members or participants
682 to warrant an advisor.
683
 - 684 5. Any activity/club not presently approved and seeking approval must submit a copy of its
685 constitution and by-laws to the appropriate ASB, Activity Director, and secondary principal.
686
 - 687 6. Activity/Club Advisor must submit Activity Evaluation Form Part 1 (see Appendix E) to the
688 Activity Director by September 30 of each school year.
689
 - 690 7. Activity/Club Advisor must submit Activity Evaluation Form Part 2 (see Appendix E) to the
691 Activity Director by April 30 of each school year.
692
- 693 F. Post Season pay for any play past the end of the last regular season contest will be an additional
694 8% for each week of play beyond the regular season. The number of coaches* eligible for post
695 season pay are limited as follows:
696
- 697 1. Football (8)
 - 698 2. Volleyball, Soccer, Cross Country, Swimming, Basketball, Baseball, Softball (2)
 - 699 3. Wrestling for more than three players (2), if three or less (1)
 - 700 4. Tennis, Golf, Swim, Bowling (1)
 - 701 5. Track, Head coach plus event coach
 - 702 6. Athletic Trainer
- 703 *Additional coaches may be added for boys/girls teams---i.e. one (1) additional coach
704 for Girls Wrestling subject to Athletic Director approval
- 705 G. Regulations Governing Accumulated Experience
- 706 1. For initial placement on the salary schedule, prior comparable, contracted experience in a
707 related sport or activity will be used. Human Resource Services will verify experience.
708
 - 709 2. Each year of in-district service within a sport or activity will advance the coach/advisor one
710 step on the experience table.
711
 - 712 3. Each year as an assistant within a sport or activity shall be credited with one (1) year when
713 advancing to a head position in a sport or activity.
714
 - 715 4. Each year in a sport or activity will count one (1) year when moving into the same sport or
716 activity. See Article III, Section I.
717
 - 718 5. When moving into a different level (middle school to senior high or senior high to middle
719 school), each year of experience in a sport or activity will be credited in full.
720
 - 721 6. In this Section, one (1) year of experience shall mean one (1) academic year.

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- H. The number of Supplemental Contracts to be issued will be determined at the District level and will be made available to the Association. upon request.
 - 1. Additional coaches/advisors will be added at the sole discretion of the District upon submission of an additional coach(es)/advisor(s) request form to the Athletic Director by the head coach/advisor of the sport/activity. Consideration for additional coach(es)/advisor(s) will be based on student participation (turn-out), safety, instruction, management, and structure of meetings, practices, and/or competitions.
 - 2. The additional coach(es)/advisor(s) request form shall be mutually agreed upon by the District and Association and shall include the title of the additional position requested, rationale for the additional position, and duties of the additional position.
 - 3. Final approval of additional coaches/advisors must be received from the District prior to additional coaches/advisors beginning work.
 - 4. Additional positions added through this process will be considered “seasonal/temporary.”
- I. Approval of the request to add an additional coach or advisor must be given by the District prior to posting and hiring and the new coach/advisor starting work. Additional coaches/advisors that are not approved through the process defined in this section will be considered unpaid volunteers.
- J. At the high school level only, by June 30 each year the District will communicate to Principals, Athletic Directors, Activities Directors the planned allotment (number) of contracts (stipends) for the following school year. Principals, Athletic Directors, and/or Activities Directors will communicate the planned allotment (number of contracts) to coaches/advisors for planning purposes.
- K. Coaches should expect a contract to be issued within ten (10) school days from the start of the school year, season, or date of hire to issue contracts to coaches/advisors. The District should expect Coaches/advisors to return a signed contract within ten (10) school days from the date of issue.
- L. Summer Season:
 - 1. The District will provide stipends for summer camps or clinics with pre-approval of the HS Athletic Director. Such stipends shall be subject to a minimum daily time requirement (minimum of two hours per day) and time sheet submittal. The maximum amount to be paid is \$750 per coach, based on \$50 per day for up to 15 days.
 - 2. Requests for summer camps/clinics must be submitted to the Athletic Directors by June 1 of each year.
 - 3. This stipend shall be paid to all HS coaches managing summer practices and/or camps with the exclusion of the HS Strengths/Weights (as HS Strengths/Weights are paid per the salary schedule for summer coaching).
 - 4. Current bargaining unit members, or newly hired coaches for the next contract year, are eligible for summer stipends.

SECTION 15: LEAVES

- A. For those certificated employees who are covered by the REA certificated agreement leaves will be available for usage as agreed to under the CBA.
- B. For those employees under a separate CBA, Illness, Injury, and Emergency, Bereavement and Other Leave policy implementation will be available for usage as agreed to under the CBA.

- 774 C. For those employees not covered under a CBA, Illness, Injury, and Emergency, Bereavement and
775 Other Leave policy implementation will be made through mutual agreement between the supervisor
776 and the employee.
777
- 778 D. A physician's statement of illness or medical release may be required upon the request of the
779 Human Resources.
780
- 781 E. Generally, medical leave from a certificated or classified position in the District will be considered
782 medical leave from an extracurricular position.
783
- 784 1. However, the District and Association acknowledge there may be instances where leaves
785 from a certificated or classified position may not impact extracurricular duties (and vice
786 versa). Extracurricular reinstatement from leave will be on a case-by-case basis between
787 the employee and the employer.
788
- 789 F. Employees shall be granted time as needed for those sudden, unexpected occurrences which require
790 immediate action.
791
- 792 G. Every attempt will be made by the principal/athletic director to find a substitute for the employee
793 during their absence.
794

795 **ARTICLE IV - DISCIPLINE**

796 **SECTION 1: STUDENT DISCIPLINE**

- 798 A. In accordance with Washington Administrative Code, each employer shall have the authority to
799 impose discipline upon a student for misconduct that violates written rules of the school district
800 and/or individual instructor.
801
- 802 B. The employer shall support and assist employees with respect to the maintenance of control and
803 discipline of students under the employee's supervision. The employer or its designated
804 representative shall take reasonable steps to relieve the employee of responsibilities with respect to
805 students who are disruptive or repeatedly violate rules and regulations.
806
- 807 C. Staff shall be informed of student(s) who evidence behaviors that could present a safety problem
808 to the students or staff. Staff shall be provided with specific information about the known behavior
809 pattern(s) of the student(s) and suggested strategies for managing those behaviors prior to the start
810 of the season or activity.
811
- 812 D. The bargaining unit member shall have the authority to exclude a student from an activity after
813 following the appropriate disciplinary route without success. When such discipline includes the
814 exclusion of a student from an activity, the following shall apply:
815
- 816 1. The period of exclusion shall not exceed the balance of the activity period.
817 2. The student may not be returned to that activity period without approval of the bargaining
818 unit member.
819 3. Prior to the student being readmitted to the activity, the bargaining unit member will be
820 informed of the action taken.
821 4. Each bargaining unit member shall have the authority to recommend to administration a
822 longer suspension and/or expulsion for misconduct based upon the severity of the infraction.
823

824 5. Upon the request of the bargaining unit member a conference between student,
825 parent/guardian, principal, and athletic director will be held to discuss future behavior
826 expectations of the student.
827

828 **SECTION 2: DISTRICT DISCIPLINE**

829 A. The Board and the Superintendent shall support and uphold its employees in their efforts to maintain
830 discipline in the District in accordance with District discipline rules. Such written rules are to be
831 distributed to each employee at the beginning of the school year. Further, it shall be understood that the
832 authority of employees to use prudent disciplinary measures for the safety and well-being of students
833 and employees supported by the Board. In the exercise of authority by an employee to control and
834 maintain order and discipline, the employee may use their professional judgment including reasonable
835 use of physical restraint concerning matters not provided for by specific policies adopted by the Board
836 and not inconsistent with Federal or state laws or regulations.
837

838 **SECTION 3: MANDATORY MEETINGS**

839 A. The District shall conduct instructional mandatory meetings for all employees covered under this
840 contract concerning all applicable federal, state, and local laws; District rules, regulations, and
841 procedures pertaining to student rights, teacher rights, due process, and the processing of student
842 discipline. These meetings will be held prior and/or during the school year or the sport/activity season
843 and at no cost to the employee.
844

845 **ARTICLE V - CONTRACT DURATION**

846
847 **SECTION 1: DURATION**

- 848 A. This Agreement shall remain in full force and effect from September 1, 2020, to and including
849 August 31, 2022. Either party may, upon written notice no later than sixty days (60) days before
850 the date of expiration, give notice of its intent to negotiate a successor Agreement.
851 B. This Agreement may be reopened for amendment, provided both parties concur, during the life of
852 the Agreement as specified hereinafter. Either party may notify the other party in writing of its
853 desire to negotiate. Supplemental Agreements thus completed will be signed by authorized
854 representatives of the Association and Board.
855
856 C. Supplemental Agreements thus completed shall be affixed to and become a part of this Agreement
857 and subject to all of its provisions.
858
859 D. Signatures:

860
861
862
863
864 _____
865 Chris Jacobs, REA President

866
867
868
869 _____
870 Tony Howard, RSD Asst. Supt of HR

871

Date of Signature

Appendix A – Salary Schedule (Coaches) 2020-2021

COACHES 2020-21			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Schedule	Ratio	Mult	0 Y	1-2 Y	3-5 Y	6-8 Y	9-11 Y	12-15 Y	16 Y
BASE	35552	0.02	0.95	1.05	1.15	1.2	1.3	1.4	1.5
1	0.18	1	\$6,079	\$6,719	\$7,359	\$7,679	\$8,319	\$8,959	\$9,599
2	0.15	1	\$5,066	\$5,600	\$6,133	\$6,399	\$6,933	\$7,466	\$7,999
3	0.11	1	\$3,715	\$4,106	\$4,497	\$4,693	\$5,084	\$5,475	\$5,866
4	0.18	0.7	\$4,256	\$4,704	\$5,152	\$5,376	\$5,823	\$6,271	\$6,719
5	0.15	0.7	\$3,546	\$3,920	\$4,293	\$4,480	\$4,853	\$5,226	\$5,600
6	0.11	0.7	\$2,601	\$2,874	\$3,148	\$3,285	\$3,559	\$3,833	\$4,106
7	0.16	0.5	\$2,702	\$2,986	\$3,271	\$3,413	\$3,697	\$3,982	\$4,266
8	0.13	0.5	\$2,195	\$2,426	\$2,658	\$2,773	\$3,004	\$3,235	\$3,466
9	0.11	0.5	\$1,858	\$2,053	\$2,249	\$2,346	\$2,542	\$2,738	\$2,933
10	0.16	0.35	\$1,891	\$2,090	\$2,290	\$2,389	\$2,588	\$2,787	\$2,986
11	0.13	0.35	\$1,537	\$1,699	\$1,860	\$1,941	\$2,103	\$2,265	\$2,426
12	0.11	0.35	\$1,300	\$1,437	\$1,574	\$1,643	\$1,779	\$1,916	\$2,053

Group 1	Group 4	Group 8
HS Football Head	HS Football Asst	MS Baseball Head
HS Basketball Head Boys	HS Basketball Asst Boys	MS Softball Head
HS Basketball Head Girls	HS Basketball Asst Girls	MS Track Head Boys
		MS Track Head Girls
Group 2	Group 5	Group 9
**Certified Athletic Trainer (x3)	HS Baseball Asst	MS Dance Head
HS Head Athletic Trainer	HS Softball Asst	MS Cross Country Head
HS Baseball Head	HS Swimming Asst (x2 Seasons)	
HS Softball Head	HS Track Asst	Group 10
HS Swimming Head (x2 Seasons)	HS Volleyball Varsity Asst	MS Football Assts
HS Gymnastics Head	HS Volleyball Asst	MS Basketball Assts Boys
HS Head Track Boys	HS Wrestling Asst	MS Basketball Assts Girls
HS Head Track Girls	HS Soccer Asst Boys	
HS Volleyball Head	HS Soccer Asst Girls	Group 11
HS Wrestling Head	HS Strengths/Weights (x4)	MS Baseball Assts
HS Soccer Head Boys		MS Softball Assts
HS Soccer Head Girls	Group 6	MS Track Assts
HS Dance/Drill Head	HS Cross Country Assts	MS Volleyball Assts
Group 3	HS Tennis Asst	MS Wrestling Assts
HS Cross Country Head Boys	HS Dance/Drill Asst	MS Soccer Assts Boys
HS Cross Country Head Girls	**Non-Certified Athletic Trainer (x3)	MS Soccer Assts Girls
HS Tennis Head Boys	Group 7	
HS Tennis Head Girls	MS Football Head	Group 12
HS Golf Head Boys	MS Basketball Head Boys	MS Cross Country Asst
HS Golf Head Girls	MS Basketball Head Girls	MS Dance Asst
HS Head Bowling	MS Athletic Director (x4 Seasons)	

**** Added/Changed for 2020-21**

Appendix B – Salary Schedule (Advisors) 2020-2021

ACTIVITIES 2020-21			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Schedule	Ratio	Mult	0 Y	1-2 Y	3-5 Y	6-8 Y	9-11 Y	12-15 Y	16 Y
BASE	\$35,552	2%	0.95	1.05	1.15	1.20	1.30	1.40	1.50
13	0.15	1	\$5,066	\$5,600	\$6,133	\$6,399	\$6,933	\$7,466	\$7,999
14	0.11	1	\$3,715	\$4,106	\$4,497	\$4,693	\$5,084	\$5,475	\$5,866
15	0.055	1	\$1,858	\$2,053	\$2,249	\$2,346	\$2,542	\$2,738	\$2,933
16	0.03	1	\$1,013	\$1,120	\$1,227	\$1,280	\$1,387	\$1,493	\$1,600
17	0.15	0.7	\$3,546	\$3,920	\$4,293	\$4,480	\$4,853	\$5,226	\$5,600
18	0.11	0.7	\$2,601	\$2,874	\$3,148	\$3,285	\$3,559	\$3,833	\$4,106
19	0.13	0.5	\$2,195	\$2,426	\$2,658	\$2,773	\$3,004	\$3,235	\$3,466
20	0.11	0.5	\$1,858	\$2,053	\$2,249	\$2,346	\$2,542	\$2,738	\$2,933
21	0.055	0.5	\$929	\$1,027	\$1,124	\$1,173	\$1,271	\$1,369	\$1,467
22	0.03	0.5	\$507	\$560	\$613	\$640	\$693	\$747	\$800
23	0.03	0.35	\$355	\$392	\$429	\$448	\$485	\$523	\$560

Group 13 (OLD A,B)

HS Activities Director (x3 Seasons)
 HS Music Instrumental
 HS Music Vocal
 HS Drama

Group 14 (OLD A,C)

HS Cheer Varsity (x2 Seasons)
 HS Musical Head
 Marching Band Director
 HS Journalism
 HS Yearbook
 HS CTE (TSA, DECA, FBLA)

Group 15 (OLD A,D)

HS Senior Class Advisor
 HS Marching Band Asst
 Elementary School Patrol

Group 16 (OLD A,E)

HS Class Advisors (9th, 10th, 11th)
 HS Clubs (16)
 REHS Clubs (5)
****HS Club Sports (4)**

Group 17 (Old B,B)

Event Coordinators (x3 Seasons)
 HS Cheer Asst (x2 Seasons)

Group 18 (OLD B,C)

HS Musical Asst Instrumental
 HS Musical Asst Vocal

Group 19 (OLD C,B)

MS Activities Director (x2)
 MS Drama

Group 20 (OLD C,C)

MS Yearbook

Group 21 (OLD C,D)

MS Music Instrumental
 MS Music Vocal

Group 22 (OLD C,E)

MS Clubs (3)
 MS Intramurals (8)

Group 23 (OLD D,E)

ES Clubs (8)

**** Added/Changed for 2020-21**

Appendix C

**RICHLAND SCHOOL DISTRICT
HEAD COACH EVALUATION FORM**

Name: _____ School: _____

Sport/Season: _____ School Year: _____

		Effective	Needs Improvement	Not Effective
COACHING	1. Understands and cooperates with rules and regulations set forth by all governing agencies of the sport coached and assumes responsibility for official rule interpretations that deal directly with the sport.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2. Establishes the fundamental philosophy, skills and techniques to be taught by staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	3. Supervises each practice session and all contests of the sport, which includes supervision at all times of the locker and shower area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	4. Maintains control of the team in all matters pertaining to coaching and athletic discipline, consistent with a list of rules and expectations on file with the Athletic Director.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	5. Submits a squad list to the Athletic Director for eligibility verification prior to the first contest.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	6. Instructs fundamental skills and techniques specific to the sport with emphasis on safety.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	7. Distributes and collects the school's athletic equipment before, during and after the season, as well as being responsible for proper equipment used during all practices and contests.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	8. Public Relations: Cooperates with newspapers, radio, television, booster clubs, community programs or events, parents and interested spectators.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	9. Relates in a positive and professional manner with the coaching staff, fellow coaches, teaching staff, district staff, and parent groups	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	10. Demonstrates self-control and poise in all areas relating to coaching responsibilities including sideline conduct at contests towards players, officials and other game officials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	11. Gives support to the entire athletic program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	12. Provides direction and training to assistants on overall coaching responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	13. Assumes responsibility for attendance at all meetings in the school, attendance at all league level meetings, and attendance at all In-Services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	14. Determines the personnel of the team in an objective and consistent manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	15. Provides input on all Assistants during coach evaluations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CPR Certified: YES <input type="checkbox"/> NO <input type="checkbox"/> If Yes, Date _____ 1 st AID: YES <input type="checkbox"/> NO <input type="checkbox"/> If Yes, Date _____ Certification _____ Risk Management _____ # Clock Hours Earned This Year _____				

Comments must be made to explain not effective rating. Comments for outstanding performance are also encouraged.

COMMENTS:

Next Year's Goals:

OVERALL RATING: Effective Needs Improvement Not Effective

Athletic Director: _____

Date: _____

Coach: _____

Date: _____

**Appendix D
RICHLAND SCHOOL DISTRICT
ASSISTANT COACH EVALUATION FORM**

Name: _____ School: _____
Sport/Season: _____ School Year: _____

		Effective	Needs Improvement	Not Effective
COACHING	1. Understands and cooperates with rules and regulations set forth by all governing agencies of the sport coached and assumes responsibility for official rule interpretations that deal directly with the sport.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2. Implements the fundamental philosophy, skills and techniques established by the Head Coach.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	3. Supervises each practice session and all contests of the sport, which includes supervision at all times of the locker and shower area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	4. Maintains control of the team in all matters pertaining to coaching and athletic discipline, consistent with a list of rules and expectations on file with the Athletic Director.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	5. Submits updated squad lists to the Athletic Director for eligibility verification prior to the first contest.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	6. Instructs fundamental skills and techniques specific to the sport with emphasis on safety.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	7. Distributes and collects the school's athletic equipment before, during and after the season, as well as being responsible for proper equipment used during all practices and contests.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	8. Public Relations: Cooperates with newspapers, radio, television, booster clubs, community programs or events, parents and interested spectators.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	9. Relates in a positive and professional manner with the coaching staff, fellow coaches, teaching staff, district staff, and parent groups	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	10. Demonstrates self-control and poise in all areas relating to coaching responsibilities including sideline conduct at contests towards players, officials and other game officials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CPR Certified: YES <input type="checkbox"/> NO <input type="checkbox"/> If Yes, Date _____ 1 st AID: YES <input type="checkbox"/> NO <input type="checkbox"/> If Yes, Date _____ Certification _____ Risk Management _____ # Clock Hours Earned This Year _____				

Comments must be made to explain each not effective rating. Comments for outstanding performance are also encouraged.

COMMENTS:

Next Year's Goals:

OVERALL RATING: Effective Needs Improvement Not Effective

Athletic Director: _____ Date: _____
Head Coach: _____ Date: _____
Assistant Coach: _____ Date: _____

Appendix E - Activity Evaluation Form

PART 1: To be completed by activity advisor and turned into Activity Director/Administrator in the fall. Due by September 30th annually.

What is the purpose and/or goal of your club activity? What will your professional responsibilities be?

Are you required to have any Professional Memberships for your activity?

What are your responsibilities for equipment, supplies, and facilities?

What activities do you anticipate doing this year?

Will your activity meet a minimum requirement of 50 hours this year and how?
Do you anticipate any travel with your activity this year? What travel guidelines will you follow?

Are there any safety concerns or for your activity this year? If so, please explain. What steps will you take to meet these safety issues?

Will you be fundraising and/or working with a budget with ASB or a booster group? Please outline your financial plans.

What level and type of public relations visibility do you anticipate with your activity this year?

Richland School District
Activity Advisor Evaluation
Self-Evaluation

PART 2: To be completed by activity advisor and turned into Activity Director/Administrator in the spring. Due by April 30th annually.

Did your club meet its projected goals and purpose this year?

Did you do the activities you projected this year?

Did you meet the 36 hours you projected? If not, explain.

How many participants were there in your activity this year? If less than 20 students, do you anticipate your student involvement numbers to go up next year? Why?

If you projected travel this year, did you follow school district travel procedures? If not, please explain.

Were you able to meet all safety issues in your activity?

872 **Letter of Agreement**
873 **By and Between**
874 **The Richland School District**
875 **and**
876 **The Richland Education Association**

877
878 **Agreement to Settle Open Collective Bargaining Items**
879


880 The District and the Association agree to this Letter of Agreement to settle all outstanding
881 items relating to the open contract negotiations for a successor contract to the 2017-2020
882 Collective Bargaining Agreement. The parties agree to the following:
883

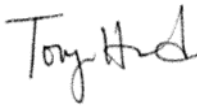
- 884 1. **Language:** TA's as previously agreed will be incorporated into the main Agreement.
885
886 2. **Wages/Language:**
887
888 a. One-year contract, 2020-21 only.
889 b. 1.5% salary increase.
890 c. Salary schedule structure stays same as 2017-20 contract w/following
891 corrections:
892 i. Correction for column heading multipliers
893 ii. Correction for the athletic trainer (MOU)
894 d. Addition of new section 3.11.D: *Approval of the request to add an additional*
895 *coach or advisor must be given by the District prior to posting and hiring and*
896 *the new coach/advisor starting work. Additional coaches/advisors that are not*
897 *approved through the process defined in this section will be considered unpaid*
898 *volunteers.*
899
900 3. **COVID-19 Impacts:**
901
902 a. Head coaches/lead advisors will continue to be paid with the expectation that
903 they maintain program integrity in case live format events can resume.
904 b. Assistant coaches/assistant advisor payment is not automatic. Assistant
905 coaches/assistant advisors can continue to be paid provided that there is work
906 available as determined by the head coach/advisor and approved by the
907 athletic/activity director. Examples may include (but are not limited to):
908 i. Meeting virtually with groups of students or student athletes regarding
909 the needs of the program
910 ii. Meeting virtually with groups of students to encourage physical activity,
911 suggest specific training procedures, or coordinate activity-specific
912 actions
913 iii. Coordinating with the head coach on matters related to the program
914 iv. Meeting with students to support the District's onsite and remote
915 learning plans
916 c. Employees choosing to forego their Fall 2020 contract will be placed on leave
917 and have rights to return for the following season (e.g., foregoing Fall 2020
918 contract still maintains rights to return for 2021). Head coaches will meet with
919 the Athletic Director to discuss program continuity in this situation.

- 920 d. Assistant Coaches/assistant advisors who do not have work available during
921 their season will be placed on leave with rights to return (see #4 above)
922 e. All employees are strongly discouraged from meeting with one individual
923 student in a virtual setting.
924 f. Any employee getting paid will interact with students at least once per week in
925 an official capacity.
926 g. Virtual practices are not required; however, if at a later date they are, they must
927 conform with state, league, and district regulations.
928 h. While coaches and advisors are not required to submit schedules, the head
929 coach/head advisor is responsible to monitor assistant coach(es)/assistant
930 advisor(s) being paid to ensure meaningful work is being completed.
931 i. When sports/activities return, adjusted competition rules from the Washington
932 Interscholastic Athletics Association (WIAA), Mid-Columbia Conference
933 (MCC), or the District may be in effect and employees will follow any revised
934 direction.
935 j. The additional WIAA “summer season” during what would have been Fall
936 Sports 2020 will be paid as an additional “summer stipend.”
937 k. Payment of seasonal stipends will be paid when the season is completed. In the
938 event there is further interruption of seasons due to COVID-related closure,
939 payment will be made at the end of the 2020-21 school year (June 2021).
940 i. If seasons overlap due to the postponement or rearrangement of seasons,
941 coaches will work with their Athletic Director to discuss alternatives.
942 ii. If a coach is forced to choose between two contracts because of seasonal
943 scheduling conflicts, they will be placed on leave for the sport/activity
944 they have not chosen to participate.
945 iii. You don’t earn a step increase if you’re on leave.
946
947 4. All other proposals beyond this MOU and the TA’s already agreed to in bargaining are
948 considered withdrawn.
949

950 This Letter of Agreement is in effect upon signatures of the parties and expires August 31,
951 2021.

952
953 Signatures:
954

955 
956
957 Chris Jacobs, REA President
958
959



Tony Howard, RSD Asst. Supt. of HR

960 DATE September 21, 2020