

SCHOOL BOARD APPROVED – AUGUST 28, 2023

EPHRATA SCHOOL DISTRICT NO. 165

CO-CURRICULAR AGREEMENT

SEPTEMBER 1, 2023 - AUGUST
31, 2026



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PURSUANT TO AN EMERGENCY RULE ADOPTED BY THE PUBLIC
EMPLOYMENT RELATIONS COMMISSION, A STATE AGENCY, WE
HAVE BEEN REQUIRED TO POST THIS NOTICE TO EMPLOYEES

Appendix 1

SUPPLEMENTAL CO-CURRICULAR EMPLOYEE CONTRACT

Appendix 2

HEAD COACH "ASSESSMENT REPORT"

Appendix 3

ASSISTANT COACH "ASSESSMENT REPORT"

Appendix 4

CO-CURRICULAR SALARY SCHEDULE

Appendix 5

AGREEMENT BETWEEN
EPHRATA SCHOOL DISTRICT NO. 165
and
EPHRATA CO-CURRICULAR EMPLOYEES ASSOCIATION

2 *THIS AGREEMENT* is entered into this 30th day of **June 2023** by and between Ephrata
3 School District No. 165, Grant County, Washington, hereinafter called "District," and Ephrata
4 Co-Curricular Employee's Association, hereinafter called the "Association," pursuant to RCW
5 41.56.

PURPOSE

6
7
8 It is the purpose and intent of the parties hereto to provide in this agreement for orderly
9 collective bargaining relations between the District and the Association, to set forth the wages,
10 hours and terms and conditions of employment of the employees represented by the
11 Association to the end that quality education and co-curricular programs for the children of the
12 Ephrata School District will be served.

13
14 **SECTION 1. DEFINITIONS**

- 15
16 A. The term "District" shall mean the Ephrata School District, Grant County, Washington
17 State; or its agents.
18
19 B. The term "Board" shall mean the Board of Directors of the Ephrata District.
20
21 C. The term "Association" shall mean the Ephrata Co-Curricular Employees Association,
22 which is affiliated with the Ephrata Education Association.
23
24 D. The term "Parties" shall mean the District and the Association.
25
26 E. The term "Agreement" shall mean this collective bargaining agreement, which shall be
27 signed by the parties.
28
29 F. The term "Employee" shall mean any member of the bargaining unit as set out in this
30 Agreement.
31
32 G. The term "day" shall mean any day the district business office is open for business with
33 the public.
34
35 H. The term "Superintendent" shall mean the chief administrative officer of the District or
36 his/her designee.
37 I. The term "President" shall mean the President of the Association or his/her designee.
38 J. The term "supplemental contract" shall mean that contract issued and signed for
39 extracurricular, special and supplemental assignments and shall be in accordance with
40 current statutory provisions.
41 K. The term "RCW" shall mean the Revised Code of Washington.

- 42
43 L. The term “WAC” shall mean the Washington Administrative Code.
44
45 M. The term “Termination” shall mean released from their co-curricular contract during the
46 season or during the school year (or fiscal year) for just cause.
47
48 N. The term “Nonrenewal” shall mean the employee is not re-offered a co-curricular
49 contract for the next school year. At the end of the year, re-employment is at the sole
50 discretion of the school board.
51

52 **SECTION 2. RECOGNITION**

53
54 The District recognizes the Association as the exclusive bargaining agent for all co-curricular
55 employees of the District whose job description does not require a certificate. The positions
56 are noted on Appendix 1. By August 31, 2003, a general description of the responsibilities for
57 each co-curricular assignment will be developed by those staff currently holding such
58 positions, principal, and building athletic director. The description is a general guideline to
59 assist new people in transitioning into co-curricular roles, however, such descriptions may not
60 be all inclusive of the responsibilities, expectations, as other duties may have assigned with
61 changing expectations and conditions. Co-curricular responsibilities will be maintained in the
62 office at the building level and are not included within the co-curricular agreement.
63

64 **SECTION 3. BOARD RESPONSIBILITIES AND CONFORMITY TO LAW**

65
66 The Board acting in behalf of the electorate of the school district retains and reserves all
67 powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the
68 regulations of the State Board of Education, the laws and the Constitution of the State of
69 Washington and/or the United States.
70

71 The Association recognizes that the Board is legally responsible for the operation of the school
72 district, and the Board has the necessary authority to discharge all of its responsibilities
73 subject to the laws mentioned above and the provisions of this agreement.
74

75 It is expressly agreed that all rights except such as are clearly relinquished herein by the
76 District are reserved to and shall continue to rest in the District.
77

78 **SECTION 4. SUPPLEMENTAL CO-CURRICULAR CONTRACT COMPLIANCE**

- 79
80 A. Supplemental contracts for co-curricular activity assignments with employees who are
81 represented by the Association shall be in a form consistent with the terms of this
82 agreement and shall identify the parties, the purpose of the contract or the assignment
83 and the rate of compensation. If any supplemental contract is inconsistent with or is in
84 conflict with the terms and conditions of this agreement, the terms and conditions of this
85 agreement shall be controlling during the term of this agreement.
86 B. All supplemental co-curricular contracts are for one (1) year.
87 C. Appendix 2 shall be the only form for supplemental co-curricular contracts.
88 D. All supplemental co-curricular contracts will include the following language:
89 This contract, relating to interscholastic, co-curricular and/or extended contracts is not
90 covered by RCW 28A.405.210 and may be canceled by the school district by written
91 notice to the employee. Full payment of this contract is dependent upon student
92 participation, as monitored by the Administration.
93

94
95
96

SECTION 5. SUPPLEMENTAL CO-CURRICULAR SALARY SCHEDULE AND CRITERIA

- 97 A. All employees entering into supplemental contracts for co-curricular or activity
98 assignments shall be paid in accordance with the supplemental co-curricular contract
99 salary schedule, Appendix 5 annexed hereto.
- 100 B. If the district determines that there is not sufficient student interest or participation in a
101 co-curricular activity or sport for which a supplemental contract has been issued, the
102 District may terminate such supplemental contract and the employee shall be entitled to
103 be paid for that time under contract up to and including the month in which he or she
104 received notice of termination.
- 105 C. In the event an employee assumes another employee's supplemental contract, the
106 employee assuming duties shall be entitled to compensation on a pro-rated basis, and
107 the employee whose contract is being assumed shall be entitled to no compensation
108 after the date such duties are so assumed.
- 109 D. In the event an employee substitutes in co-curricular area or activity for another
110 employee, the District shall compensate the substituting employee at the per diem rate
111 for that activity. Substitutes in co-curricular activities must be approved by the District
112 Superintendent or his designee, to be entitled to such compensation. Per diem
113 compensation shall be computed by the District business office based on the total
114 compensation for the activity and the number of days or the proper units of time in-
115 volved in the activity.
- 116 E. All volunteers must be approved by the building athletic director/coordinator and principal
117 before beginning volunteer service. Volunteers must undergo regular background
118 checks. Volunteer coaches are unpaid and the District is not responsible for paying any
119 expenses on their behalf, including a stipend, travel, meals, mileage, hotel, or any other
120 related expenses they may incur for volunteering (including attendance at the State
121 Tournament). The District is not required to send volunteer coaches to a clinic or pay
122 for any professional development. Volunteers are not awarded the same opportunities
123 under the agreement as contracted coaches. However, if any onsite event is planned
124 for Ephrata coaches, a volunteer is welcome to attend this professional development.
125 Volunteer coaches must sign the "Nonexempt Employee Volunteer Agreement Form"
126 available through the athletic director.
- 127 F. Coaching: Professional Development. The purpose of professional development is to
128 enhance the knowledge and skills of coaches necessary to improve the performance of
129 students and the student athlete's experience. Beginning contracted coaches are
130 required to attend the WIAA coaching school (or other WIAA/School District approved
131 programs) to comply with the WIAA requirements, prior to the District's requirement to
132 provide professional development. Existing coaches may take the required rules clinics
133 online.
- 134 • All high school coaches will be allowed to attend one clinic each calendar year the
135 employee is contracted. The employee will receive one professional day leave,
136 clinic registration, lodging, meals (per District policy), and district transportation.
137 Such clinic must be in the State of Washington and pre-approved by the athletic
138 director. Coaches must take district transportation, if available. In the event the
139 athletic director approves an exception for a coach to attend a conference out-of-
140 state, such coach will be required to pay for his/her own transportation to and from
141 the event.
 - 142 • All middle level coaches will be offered district provided coaching education hours
143 and/or clock hours beyond those offered at the required WIAA coaching school.
144 Part of district developed professional development will include high school head
145 coaches meeting with middle school coaches who coach the same sport to share

146 philosophy, skill development and responsibilities. All coaches who participate will
147 receive coaching education hours and/or clock hours in the amount of hours spent
148 at the training. Other clock hour trainings will be offered in an attempt to help
149 coaches get the clock hours they need to continue coaching. Coaching hours that
150 are 3 hour or more are eligible for clock hours.

151
152 G. Alternatives to Coaching Clinics. During times of declining enrollment, modified
153 education plans, and/or reductions in state, federal, or local (Levy) revenues,
154 alternatives to coaching clinics will be sought collaboratively between coaches and the
155 athletic director to identify alternatives and more affordable means for providing
156 professional development. For example, this might include bringing in another
157 coach/mentor/speaker onsite to the Ephrata School District where coaches of several
158 sports could benefit. During these time periods of budget short-falls, no more than
159 fourteen (14) contracted/paid coaches will be provided with clinic registration (up to
160 \$150) and one professional day (if such clinic falls on a school day) for certified staff
161 once every other year. The Athletic Director will keep track of coaches using this
162 provision and send announcements out in September of each year to register
163 coaches who wish to participate. Example: If a coach uses this provision in 2010 then
164 the coach will not be eligible again until 2012.

165 H. Coaches will not be paid a salary or additional stipend for attendance or for time spent
166 at any professional development event/activity.
167

168 **SECTION 6. EMPLOYEE'S PERFORMANCE**

- 169
170 A. In the event a supplemental employee's performance is deemed unsatisfactory during
171 the co-curricular or sports season, the athletic director/coordinator and/or principal will:
- 172 1. Outline improvement needs in a written "plan of program
173 improvement" in conjunction with the employee/coach/advisor.
 - 174 2. Provide a clear description of the problem(s).
 - 175 3. Develop detailed recommendations for improvement.
 - 176 4. Outline what is required to meet acceptable levels of performance.
 - 177 5. Provide a timeline for attaining satisfactory levels of performance. Whether or not
178 more time than the remainder of the current sports season or school year is
179 allocated for improvement is left to the sole discretion of the Board.

180
181 Otherwise, co-curricular contracts are one (1) year contracts with noncontinuing
182 contract rights that can be terminated after the regular sports or activity season upon
183 written notice of the superintendent (RCW 28A.405.210). In the event a co-curricular
184 contract is being terminated or non-renewed, the employee will be given written
185 notification of such prior to the last day of school of the current school year.
186

187 An employee who is not advised, within thirty (30) school days after the end of a sports
188 season, including playoffs, that his or her contract will not be renewed for the ensuing
189 year shall have the right of contract renewal for the same position. Notification of
190 contract non-renewal for a spring sport must be given to the employee by June 15th
191 annually.
192

193 Within 10 school days of receiving notification of termination or non-renewal, the
194 supplemental employee may request a meeting with the person initiating the written
195 notification and/or the Superintendent. If the decision at this level is maintained, the
196 employee may appeal the matter to the Board (within 10 school days after the meeting).
197 The Board must receive a written appeal stating the employee's reasons for

198 reconsideration. In the letter of reconsideration, the employee can request a hearing or
199 simply ask the board to reconsider the termination or non-renewal.
200

201 If the employee requests, a confidential hearing will be held at the next regular school
202 board meeting (or before should the board prefer). The employee may bring witnesses,
203 documented statements, and supporting evidence to the hearing. Whether the board's
204 decision is made from the letter of reconsideration (at the employee's request) or
205 through a hearing, the decision of the board is final and binding.
206

207 B. In the event any employee is given a formal disciplinary action, the district shall provide
208 the president of the co-curricular association with notice of such action, provided that
209 should the employee indicate that he/she does not wish to have the association
210 notified, such notice will be withheld.
211

212 C. Complaints that are considered by the building athletic director/coordinator or principal
213 to be of legitimate concern will be called to the attention of the employee. In an attempt
214 to solve problems at the lowest possible level, the building athletic director/coordinator
215 or principal will encourage the party (or parties) making the complaint to discuss the
216 issues surrounding their complaint with the employee(s) involved. The employee may
217 request the principal and/or building athletic director/coordinator to be present at this
218 meeting.
219

220 No employee will be reprimanded, disciplined, suspended or reduced in rank or
221 compensation during the annual contract period without just cause. Except under
222 emergency circumstances, or where prohibited by law, all discipline will be conducted in
223 private.
224
225

226 **D. Evaluation of Coaches**

227
228 Starting in 2002-2003, the building athletic director and each head coach will complete an
229 "assessment report" (Appendix 3) as a "self-evaluation" to guide the discussion regarding
230 evaluation. The "assessment report" and subsequent discussion with the building athletic
231 director will follow along the lines of a "professional growth plan." The "assessment report" will
232 involve, but may not be limited to:

- 233 • What went well this season?
- 234 • What didn't go well this season?
- 235 • What things need to be improved or changed for the next season/year?
- 236 • What are your goals for next season/year?
- 237 • The employee and athletic director may list factors limiting his/her performance.
- 238 • What can you as a coach do to help meet those goals?
- 239 • What can the building athletic director/coordinator do to support your professional
240 development and/or help you in meeting your goals?

241 The building athletic director will meet with head coaches to discuss and concur or not concur
242 with the self-evaluation. The building athletic director may provide commendations or
243 recommendations. Under the professional growth plan, it is possible for the athletic director or
244 principal to list recommendations for improvement without placing the supplemental employee
245 on a "formal plan of improvement." However, if a supplemental employee is placed on a
246 "formal plan of improvement," procedures under Section 6. A. will also apply.
247

248 A coach or the building athletic director may request an additional pre-season or mid-season
249 conference should either party wish to discuss goals, problems or issues, or items needing
250 improvement.

251
252 The head coach will use the professional growth model to assess the performance of assistant
253 coaches and to give commendations or recommendations. Both the head coach and
254 assistant coach will complete an “assessment report” to facilitate discussion (Appendix 4).
255 Head coach recommendations regarding improvement needed by assistant coaches shall be
256 informal and shared with the building athletic director. Should the head coach determine an
257 assistant coach needs to be placed on a “formal plan of improvement,” such recommendation
258 shall be shared with the building athletic director. The building athletic director or principal will
259 determine the course of action that is best.

260
261 Criteria that may be considered in coaching evaluations may include, but may not be limited to
262 the following:

- 263 1. Quality of leadership
- 264 2. Ability to get along with students, staff, and supervisors.
- 265 3. Attitude of the coach and/or players.
- 266 4. Treatment of students, staff, and assistant coaches.
- 267 5. Behavior of coaches and/or players.
- 268 6. Maintaining student discipline.
- 269 7. Maintains positive rapport with parents and community.
- 270 8. Level of continued student participation in the program from year to year.
- 271 9. Demonstration of needed skills, knowledge, and understanding of the game.
- 272 10. Performance of duties and responsibilities for program management and organization
- 273 11. Consistency in meeting acceptable expectations for practicing.
- 274 12. Evidence of cooperation with acceptable school norms or practices, district policies,
275 and other coaches and programs.
- 276 13. Short and long-range goal setting.
 - 277 • During the current co-curricular agreement, the athletic director and co-
278 curricular committee will evaluate the coaching assessment/evaluation form
279 and may modify the form or evaluation process for the future.

280
281 **Coaching Expectations to Support Academics:**
282 All coaches must make every professional effort to attend after school staff meetings before
283 starting a sports practice, unless there is an athletic contest held at that time for which the
284 coach(s) is responsible for supervising. The supervisor/principal will work with coaches in
285 attempts to develop a schedule of meetings that accommodates for multiple after school
286 responsibilities.

287
288 E. Assessment/evaluation of non-athletic Co-Curricular Activities
289 The building principal is responsible for addressing any problems regarding the
290 responsibilities of the co-curricular assignment.

291
292 **SECTION 7. NUMBER OF POSITIONS**

293
294 The number of positions for each sport or activity will be determined by the building athletic
295 director and principal based on student participation.

296 **Pro-rating Coaching Stipends for only a few participants:** The building athletic director or
297 principal shall determine whether or not the team or program will be offered to students based
298 on the number of participants. If a team or program is allowed to participate with a minimal
299 number of students, the stipend will be pro-rated in a fair manner cooperatively between the

300 District and co-curricular bargaining unit for the year of low participation. If a program/team is
301 ended after the beginning of the season the stipend will be pro-rated.

302

303 **SECTION 8. POSTING OF OPEN POSITIONS**

304

305 The District shall give notice of vacancies occurring with the District by posting a notice listing
306 vacancies, which are to be filled in each building sufficiently in advance to enable District
307 employees to submit an application and to have first consideration (if qualified) for such
308 vacancies. Consideration means receiving an interview. In terms of finding head coaches, the
309 District is not required to hire any person within the district (even if qualified) if the District
310 believes it can attract a more highly qualified candidate(s) by posting outside the school
311 district. General job descriptions for coaching positions are available through the District
312 Office. Employees within the District who are interested in the vacancy shall submit an
313 application or letter of interest with the administrative officer of the District responsible for
314 personnel. The District has the latitude and is not prohibited from posting a position both inside
315 and outside the bargaining unit concurrently. The District may review applications and conduct
316 interviews (consisting of a common set of questions) of both inside and outside applicants
317 simultaneously. The interview team will consist of the athletic director and building principal or
318 his/her designee. High school head coaches will be given the opportunity to provide input to
319 the middle school athletic director and principal when there are middle school coaching
320 vacancies. All vacancies shall be filled by the person whose qualifications and credentials best
321 meet the needs of the District's educational and co-curricular programs, provided that such
322 person has applied for and is interested in the vacancy. No employee will be forced to work in
323 a co-curricular position against his/her will. The District shall give preference to in-district
324 employee(s) when qualifications are deemed equal to or greater than that of outside
325 candidates. The final decision and hiring authority is left to the District/Board. All candidates
326 who were interviewed will be notified of who was hired once the decision is made.

327

328 **SECTION 9. CLASSIFIED EMPLOYEE PAY**

329

- 330 A. Hourly rates for an extra-curricular activity performed by a classified staff will be no less
331 than the WA State Minimum Wage Rate. WA State and federal rules will be applied.
- 332
- 333 B. Stipends for classified staff have been based on staff working 40 hours per week in
334 their classified position. Timesheets are required for all classified co-curricular activities.
335 They will receive time and one half for all co-curricular hours.
- 336
- 337 C. The Building Athletic Director or building Principal has determined the estimated hours
338 required for each sport and the coinciding hourly rate. However, should staff work co-
339 curricular hours beyond the estimation established by the AD/Principal, he/she will be
340 paid accordingly (not to exceed stipends in Appendix 5).

341

342 **SECTION 10. PAYMENT & EXPERIENCE STEPS**

343

344 Employees on supplemental co-curricular contracts shall be paid in equal monthly installments
345 for the services they are providing during the time period for which they perform such services.

346

347 All bargaining unit members will be placed on the appropriate salary schedule with credit for
348 previous experience. Co-curricular members gain experience steps on Salary schedules when
349 the coach can properly verify experience. Ephrata School District will recognize and give credit
350 on the co-curricular salary schedule to coaches who were previously fulltime volunteer
351 coaches in the Ephrata School District. Prior to September 1, 2015, fulltime status must be

352 verified by the head coach or through District timesheets completed for Labor and Industries
353 (L&I) purposes. Part time in-district volunteers and out-of-district volunteers will not be
354 recognized on the salary schedule. Fulltime volunteer means working the regular season
355 schedule, the same as any other paid coaches, and supervised by a head coach.
356

357 After September 1, 2015, fulltime volunteer status will be determined by reviewing timesheets
358 volunteers are required to complete as documentation for the District and L&I. Volunteers who
359 have not or don't turn in those required timesheets will not be given credit for fulltime
360 volunteering. All other provisions regarding volunteers will remain the same.
361

362 Prior Cross-Over Experience

363

364 The following coaching duties will be considered crossover experiences and will be credited as
365 experience steps on the salary schedule:

- 366 (1) track and cross country
 - 367 (2) softball and baseball
 - 368 (3) sports for boys and girls are considered on an equal basis
- 369

370 A. **Extended Athletic Seasons:** Any extracurricular sports season activity (includes cheer
371 coach and dance team coach) that extends beyond the District Tournament and/or first
372 playoff series will be paid at a stipend equal to 10% of the coach's stipend.
373 Directors/supervisors/coaches of non-athletic activities shall receive only the stipend as
374 whole payment without consideration for extended season pay for playoffs (league,
375 district, regional, or state competition). There is no extended season pay for any
376 activities (including speech and debate, choir, and other academic teams) other than
377 sports seasons: football, baseball, softball, basketball, cross country, golf, soccer,
378 tennis, track, volleyball, wrestling, cheer, and dance. **Extended Season Pay Number
379 of Coaches.** According to agreement, only the head coach and assistant (JV) coaches
380 get extended season pay for each week extending past Districts. Extended season pay
381 will not be made available to C and D squad coaches nor will they be expected to work
382 beyond the last game/match/contest of their regular season. **Number of Coaches
383 Attending Tournaments:** Post-season playoff pay will be made available to head
384 varsity and junior varsity assistant coaches. If their (varsity) sport makes it to the state
385 tournament, C and D squad coaches (even though unpaid and not expected to provide
386 post-season coaching) will be given the choice of either attending a professional
387 development clinic or traveling with the varsity team to state where the District would
388 pay their expenses. If he/she has already attended a clinic for the year, choosing to
389 travel with the varsity to the state tournament would cause him/her to be ineligible to
390 attend a clinic the following year. The athletic director may make exceptions if the
391 situation warrants. **Post Tournament Issues:** Times and conditions for departure and
392 returning home from post tournament play and allowances for coaches to remain at the
393 tournament after the team's elimination are explained in Policy 2152 Interscholastic
394 Athletics: Post-Season Play and Procedures. **Length of Sports Seasons:** Should the
395 CWAC league shorten the length of a sub-varsity sports season, the co-curricular
396 bargaining unit and District agree to negotiate a pro-rated sub-varsity coaching
397 stipend/salary on the salary schedule for the affected sport and sub-varsity position(s)
398 that coincides with the intended CWAC schedule.
399

400 B. The CWAC reducing the number of sub-varsity games/contests/matches that fall within
401 the length of the normally accepted season does not necessarily constitute a shorter
402 season. Sub-varsity games, practices, matches, contests and sub-varsity coaching
403 duties would need to be completed prior to the varsity season ending.

- 404
405 B. Extended Instrumental Music, per administration approval, will be paid a stipend equal
406 to \$210 per away event or a \$105 per home event past district level tournaments and/or
407 first playoff series.
408 C. Placement on the salary schedule will be determined by the employee years of
409 experience within the same activity/sport. (6/92).
410 D. Certified Athletic Trainer position is a year-round position. If a certified athletic trainer is
411 not hired, the High School Team Assistant positions will be utilized and are seasonal,
412 divided into fall (1.5 positions), winter (1.0 positions), and spring (1.0 positions). Middle
413 School athletics has a fall (football) team assistant position. All salaries for trainers and
414 team assistants are listed on the salary schedule (Appendix 5).
415 E. The activity pay schedule represents maximum payment allowance. These allowances
416 are only applicable when and if a regular schedule is followed in the activity.
417 1. Drama at EHS is allowed a winter musical or a winter play & a spring play EHS
418 Drama and Cabaret assistant positions may be divided between a number of people at
419 the discretion of the director, however no single person can earn more than one
420 assistant stipend (3/16/15).
421 2. Middle School Intramurals – 2 hours per day/activity.
422 Intramural Director (10 hours + 2 hours per activity offered) x hourly rate.
423 **Hourly rate is determined as follows:**
424 3. Drivers Education Instructor Hourly Wage: Estimated 700 hours at \$27.29/hour
425 = \$19,103 (see Appendix 5)
426 4. High school summer conditioning coach will be paid the intramural director rate,
427 for a maximum of 84 hours per summer. Must be time sheeted and approved by
428 the Athletic Director or Principal.
429

430 **SECTION 11. LIABILITY INSURANCE**

431
432 The District shall provide liability coverage for employees holding co-curricular contracts acting
433 within the scope of their employment as required by RCW 28A.400.370 to the extent of
434 coverage provided under the District's insurance Policy.
435

436 Employees are covered by Industrial Insurance subject to the rules and regulations of the
437 Industrial Insurance Act. In the event, an employee sustains an on-the-job injury, the
438 employee shall immediately notify his/her supervisor and shall be advised to apply for worker's
439 compensation.
440

441 The District will defend an employee in a civil suit as long as they are operating within the
442 scope of their duties consistent with the limitations of its insurance coverage and the
443 requirements of Washington law.
444

445 **SECTION 12. STAFF PROTECTION**

446
447 Any employee who is threatened with bodily harm by an individual or group as a result of
448 performing assigned duties, will immediately notify the athletic director or building principal
449 who shall take appropriate steps in cooperation with the employee in an effort to help provide
450 for his/her safety and assist in contacting law enforcement authorities, if appropriate.
451 Employees may use reasonable measures with a student, patron, or other person as is
452 necessary to protect himself/herself from attack, physical abuse or injury, to prevent damage
453 to district/personal property or to insure the safety of others.
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456 **SECTION 13. TERM OF AGREEMENT**

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- A. This agreement shall be effective as of the date of its execution, and shall continue in effect until August 31, 2026. The co-curricular agreement is for a three-year period. This agreement will continue in effect from September 1, 2023 to August 31, 2026. During said period of time, this contract shall be binding upon the District, the Association, and all employees who are represented by the Association as their bargaining agent.
- B. Modification of this agreement may be subject to negotiation during the term of this agreement only upon request and by mutual agreement of both parties except as otherwise provided herein.

Executed this the **30th** day of **June 2023** by the undersigned officers by the authority of and on behalf of the Board of Education of Ephrata School District No. 165 and Ephrata Co-Curricular Employees Association.

EPHRATA SCHOOL DISTRICT NO. 165

By: _____
Ephrata School Board Chairman

EPHRATA CO-CURRICULAR EMPLOYEES ASSOCIATION

By: _____
Ephrata Co-Curricular Employees Association

ATTEST: _____
Superintendent

497 PURSUANT TO AN EMERGENCY RULE ADOPTED BY THE PUBLIC EMPLOYMENT
498 RELATIONS COMMISSION, A STATE AGENCY, WE HAVE BEEN REQUIRED TO POST
499 THIS NOTICE TO EMPLOYEES:

500
501 I. We agree that the following extracurricular activities jobs require a professional
502 education certificate under either: (a) rules of the state board of education (SBE) or the state
503 superintendent of public instruction (SPI) pursuant to chapter 28A.410 RCW, or (b)
504 established practice or written policy in effect in this school district as of January 10, 1995.
505 WE PROPOSE TO RETAIN THESE POSITIONS WITHIN OUR COLLECTIVE BARGAINING
506 RELATIONSHIP UNDER THE EDUCATIONAL EMPLOYMENT RELATIONS ACT, CHAPTER
507 41.59 RCW:

508
509 None

510
511 II. We agree that the following extracurricular activities jobs DO NOT require a
512 professional education certificate. WE PROPOSE TO EXCLUDE THESE POSITIONS FROM
513 OUR COLLECTIVE BARGAINING RELATIONSHIP UNDER CHAPTER 41.59 RCW:

514

Band Director	Senior Advisor
Junior Advisor	Sophomore Advisor
Freshman Advisor	Student Council Advisor
Cheerleader Advisors	Baseball Coach
Basketball Coach	Cross Country Coach
Knowledge Bowl Advisor	Math Team Advisor
Drama Director	Dance Team Advisor
Football Coach	Golf Coach
Music Director	School Patrol
Fastpitch Softball Coach	Tennis Coach
Track Coach	Volleyball Coach
Wrestling Coach	Soccer Coach
Annual Advisor	Middle School Intramurals
Athletic Trainer/Team Assistant	Speech and Debate Coach
Traffic Safety Driver Education	Spanish Club
Unified Sports Coach	MECHA Club
Key Club Advisor	National Honor Society
Cabaret Advisors	Robotics
Summer Conditioning	School Store Manager
PAC Performance Assistant	eSports Advisors

515 *(All positions include Head and Assistant Coach/Director/Advisor/Trainer)*

516
517 III. We are unable to agree on, and have filed a unit clarification petition with the public
518 employment relation's commission to obtain a ruling on, the proper bargaining unit placement
519 of the following:

520 None

521 EMPLOYEES WHO ARE DISSATISFIED WITH THE BARGAINING UNIT ASSIGNMENTS
522 LISTED IN PARAGRAPH I AND PARAGRAPH II, above, should first contact this school
523 district and/or the organization shown below, to try to resolve the matter. If the matter is not
524 resolved, an employee holding a position listed in paragraph I or paragraph II above, may file a
525 complaint with the public employment relations commission under chapter 391-45 WAC. Any
526 complaint must be filed within six months following the act or event being challenged.

527 Appendix 1

528

529 EMPLOYEES HOLDING POSITIONS LISTED UNDER PARAGRAPH II, ABOVE, MAY HAVE
530 RIGHTS UNDER THE PUBLIC EMPLOYEES' COLLECTIVE BARGAINING ACT, CHAPTER
531 41.56 RCW. It is the purpose of this notice to "clear the air" prior to any exercise of those
532 rights. Any petition for investigation of a question concerning representation, bargaining
533 authorization card, or voluntary recognition agreement that is signed or filed as to such
534 employees prior to or on the date this notice is posted will be deemed void.

535
536 THE SCHOOL DISTRICT WILL BE FREE TO CHANGE CERTIFICATION REQUIREMENTS
537 after this notice has been posted for thirty days, subject to any collective bargaining obligation
538 that may then exist.

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DATE POSTED _____

Ephrata School District No. 165

Ephrata Education Association

551 BY _____
552 *Authorized Representative*

Authorized Representative

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**SUPPLEMENTAL CO-CURRICULAR EMPLOYEE CONTRACT
(Current School Year)**

Ephrata School District No. 165 (party of the first part) And

(party of the second part) affecting the (current school year), agree to the following:

Activity

- Years of Experience
- Salary Step
- Payment Beginning
- Number of Payments
- Total Contract

This contract, relating to interscholastic, extra curricular and/or extended contracts is not covered by RCW 28A.405.210 and may be canceled by the school district by written notice to the employee. Full payment of this contract is dependent upon student participation, as monitored by the Ephrata Athletic Director.

Employee Signature Date

By the order of the Board of Directors of the Ephrata School District No. 165, Grant County, Washington.

ATTEST: Date

Clerk or Secretary of the Board

Assessment Report
Ephrata School District
Head Coach

Name _____

Coaching Assignment _____ Year _____

Criteria:

1. Quality of leadership
2. Ability to get along with and treatment of students, staff, and supervisors
3. Attitude of the coach and/or players
4. Behavior of coaches and/or players
5. Maintaining student discipline
6. Maintain positive rapport with parents and community
7. Level of continued student participation in program from year to year
8. Demonstration of needed skills, knowledge, and understanding of game
9. Performance of duties and responsibilities for program management and organization
10. Consistency in meeting acceptable expectations for practicing
11. Evidence of cooperation with acceptable school norms or practices, district policies, and other coaches and programs
12. Short and long-range goal setting

Assessment

Respond to the following questions using your initial assessment and your recent reflections of the season.

What went well this season?

What didn't go well this season?

What things need to be improved or changed for the next season/year?

Appendix 3

What are your goals for next season/year?

What can you as a coach do to help meet those goals?

Are there factors that limit your performance?

What can the athletic director do to support your professional development and/or help you in meeting your goals?

Coach's Signature

Date

Athletic Director Commendations and/or Recommendations

Appendix 3

Athletic Director Signature

Date

Assessment Report
Ephrata School District
Assistant Coach

Name _____

Coaching Assignment _____ Year _____

Criteria:

1. Quality of leadership
2. Ability to get along with and treatment of students, staff, and supervisors
3. Attitude of the coach and/or players
4. Behavior of coaches and/or players
5. Maintaining student discipline
6. Maintain positive rapport with parents and community
7. Level of continued student participation in program from year to year
8. Demonstration of needed skills, knowledge, and understanding of game
9. Performance of duties and responsibilities for program management and organization
10. Consistency in meeting acceptable expectations for practicing
11. Evidence of cooperation with acceptable school norms or practices, district policies, and other coaches and programs
12. Short and long-range goal setting

Self Assessment

Respond to the following questions using your initial assessment and your recent reflections of the season.

What went well this season?

What didn't go well this season?

What things need to be improved or changed for the next season/year?

Appendix 4

What can you as a coach do to help meet those goals?

Are there factors that limit your performance?

What can the athletic director do to support your professional development and/or help you in meeting your goals?

Coach's Signature

Date

Head Coach Commendations and/or Recommendations

Appendix 4

Head Coach Signature

Date

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APPENDIX 5 – CO-CURRICULAR SALARY SCHEDULE

Appendix 5 - HS ATHLETICS			2023-2024 Stipends		
Increase			1.037		
Revised 8.2023 Adopted: 8.2023			Ephrata High School		
		# of Positions	Step 1 0-5 yrs	Step 2 6+ yrs	Step 3 9+ yrs
Certified. Ath. Trainer	High School	0	19413	20691	21430
Team Assistant	Fall (1.5), Winter (1.0), Spring (1.0)	3.5	4310	4592	4757
ATHLETICS					
Baseball	Head	1	6276	6689	6928
	Assistant	3	4393	4683	4850
Basketball	Head, Boys	1	7489	7983	8267
	Assistant	3	5231	5575	5772
	Head, Girls	1	7489	7983	8267
	Assistant	3	5231	5575	5772
Cheer Coach - Fall Season	Head	1	3932	4191	4340
	Assistant	1	2306	2459	2547
Cheer Coach - Winter Season	Head	1	3932	4191	4340
	Assistant	2	2306	2459	2547
Cross Country	Head	1	5565	5931	6142
	Assistant	1	3891	4148	4294
Dance Team	Head	1	6276	6689	6928
Fastpitch	Head	1	6276	6689	6928
	Assistant	3	4393	4683	4850
Football	Head	1	7489	7983	8267
	Assistant	6	5231	5575	5772
Golf	Head	2	4769	5084	5264
	Assistant	1	3346	3567	3695
Soccer	Head	2	5941	6333	6558
	Assistant	2	4143	4416	4573
Tennis	Head	2	5941	6333	6558
	Assistant	1	4143	4416	4573
Track	Head	1	6276	6689	6928
	Assistant	6	4393	4683	4850
Unified Sports/BB & Soccer	Head	2	1978	2073	2126
	Assistant	3	1423	1517	1569
Volleyball	Head	1	6276	6689	6928
	Assistant	3	4393	4683	4850
Wrestling	Head	2	7489	7983	8267
	Assistant	4	5231	5575	5772
Summer Conditioning:		\$27.82/hour for a maximum of 84 hours			2337

Appendix 5- ACTIVITIES

23-24 STIPEND AMOUNTS

Increase		1.037		
Revised 8.2023 Adopted:8.2023		# of Positions	Ephrata School District	
			Step 1 0-5 yrs	Step 2 6+ yrs
ACTIVITIES				
ADVISORS:				
Senior		1	794	847
Junior		1	1129	1204
Sophomore		1	543	579
Freshman		1	543	579
Student Council	High School	1	5383	5738
Student Council	Elementary	1	1172	1248
Annual	High School	1	3974	4237
Cabaret	Head (1)	1	4727	5039
	Assistant (1)	1	2469	2632
Speech & Debate		1	4644	4950
Drama (Play)	Head (1)	1	3548	3710
	Assistant (1)	1	1481	1578
Drama (Musical)	Head (1)	1	4727	5039
	Assistant (2.5)	2.5	2469	2632
Honor Society		1	879	937
Key Club	High School	1	1047	1114
Knowledge Bowl		1	3974	4237
Math Team	per season (2)	2	1423	1516
eSports Coach	per season (2) Highschool	2	1423	1516
MECHA Club		1	1047	1114
Music	Instrumental HS	1	5565	5931
	Vocal HS	1	3221	3434
	Instrumental MS	1	1611	1718
	Vocal MS	1	1611	1718
	Elementary	1	1381	1473
PAC Performance Assistant		1	3974	4237
School Patrol		3	1381	1473
Concessions Manager	per season (3) Highschool	3	350	350
School Store Manager		1	4727	4749
Spanish Club		1	1047	1114
Robotics		8	1781	1897

MS Intramurals 2 hr/day/activity (Estimated @ 300 hours):			
Step 1 (0-5 yrs)	Hrly Rate		27.82
Step 2 (6-8 yrs)	Hrly Rate		29.66
Step 3 (9+ yrs)	Hrly Rate		30.72

Drama at EHS is allowed a winter musical or a winter play &		The activity pay schedule
---	--	---------------------------

a spring play. 3/16/15	represents maximum payment allowance.
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Drama and Cabaret assistant positions may be divided between a number of people at the discretion of the director, however no single person can earn more than one assistant stipend. 3/16/15		These allowances are only applicable when and if a regular schedule is followed in the activity.

EHS & EMS Track and Field Event Manager	Per Meet	\$400.00
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Appendix 5 - MS ATHLETICS

23-24 STIPEND AMOUNTS

Increase

1.037

Revised 8.2023 Adopted: 8.2023		# of Positions	Ephrata Middle School		
			Step 1 0-5 yrs	Step 2 6+ yrs	Step 3 9+ yrs
Middle School Athletics					
Basketball	Head Boys	2	3745	3991	4133
	Assistant	3	2615	2787	2886
	Head Girls	2	3745	3991	4133
	Assistant	3	2615	2787	2886
Cross Country	Head	1	2782	2966	3071
	Assistant	1	1945	2074	2147
Fastpitch	Head	2	3138	3345	3464
	Assistant	0	2197	2341	2425
Football	Head	2	3745	3991	4133
	Assistant	2	2615	2787	2886
Track	Head	1	3138	3345	3464
	Assistant	3	2197	2341	2425
Volleyball	Head	2	3138	3345	3464
	Assistant	2	2197	2341	2425
Wrestling	Head	2	3745	3991	4133
	Assistant	2	2615	2787	2886
Soccer	Head	4	2970	3166	3279
	Assistant	0	2071	2208	2286
MS Football Team Assistant		1	2155	2283	2363

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636 2024-25 = 1% Increase

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638 2025-26 = 1% Increase

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