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**Agreement Between  
Walla Walla Public Schools  
And  
Walla Walla Valley Education Association Extracurricular Employees**

**PREAMBLE**

In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter the Act); and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of the excluded-extracurricular classified employees of the Walla Walla School District, this Agreement was originally entered into for the 2000-2001 school year and will continue in force as amended during annual negotiations.

**ARTICLE I: ADMINISTRATION**

The District hereby recognizes the Walla Walla Excluded Extracurricular Classified Employees/Walla Walla Valley Education Association (hereinafter referred as the Association) as the exclusive bargaining representative for all extracurricular classified employees in the bargaining unit holding supplemental contracts within the District that do not require OSPI teaching certification. Such representation shall exclude any person whose duties as athletic director or secretary necessarily imply a confidential relationship to the executive head or to the Board of Directors pursuant to RCW 41.56.030 (2).

**SECTION 1: DEFINITIONS**

Employee: The term "employee" when used herein-after in the Agreement shall refer to employees who are not required to hold a teaching certificate and are represented by the Association in the bargaining unit as defined above.

Regular district employee: A person who is employed by the district in a capacity in addition to their extracurricular assignment, i.e. teacher, custodian, bus driver, etc.

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

**SECTION 2: STATUS OF AGREEMENT**

Throughout this Agreement certain rights and functions are accorded and ascribed to the Association which are in addition to the rights and function provided for in the rules, regulations, policies, resolutions, and practices of the District. These rights and functions are afforded to the Association as the legal representative for all employees covered under this Agreement.

This agreement shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with, its terms (to the extent of conflict only).

Existing rules, regulations, policies, resolutions, procedures or practices of the District not in conflict with this Agreement may remain in full force and effect at the discretion of the Board.

### **SECTION 3: MANAGEMENT RIGHTS**

The District retains the right, unless modified by specific provisions within this Agreement, to direct all employees; hire, promote, demote, assign, reassign, determine the duties of, and retain employees and to suspend or discharge them prior to the end of their contract for sufficient cause; relieve employees from duties because of lack of work or other legitimate reasons; determine the method, number, and kinds of personnel required. The foregoing enumerated functions of the District shall not be deemed to exclude other functions of the District not specifically set forth.

### **SECTION 4: NO STRIKE NO LOCKOUT**

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

### **SECTION 5: CONFORMITY TO LAW**

This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provision of the contract, or any application of this Agreement to any employees covered hereby shall be found contrary to law by a mutually agreed upon arbitrator, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.

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

### **SECTION 6: DISTRIBUTION OF AGREEMENT**

The District shall print and distribute copies of this Agreement to all employees represented under this Agreement. The Association will contribute one-half the cost of printing and distribution. Copies will be printed and available:

- (1) on the first workday of the school year, or
- (2) forty-five days after ratification by the Association and approval by Walla Walla Public Schools Board of Directors, whichever comes first.

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

### **SECTION 7: FILLING OPEN POSITIONS**

Positions determined by the district to be open shall be posted first within the building and then within the district.

## ARTICLE II: BUSINESS

### SECTION 1: EXCLUSIVE PROFESSIONAL DUES RIGHTS

It will be the voluntary option of extracurricular classified employees who are members of the Association and who are covered by this Agreement to pay dues and assessments directly to the Association.

In the event an employee is a dues paying member of another WEA bargaining unit, she/he will not be required to pay additional Association dues under this Agreement. The bargaining unit will establish local dues for non-WWVEA members who choose to join.

### SECTION 2: ASSOCIATION RIGHTS AND PRIVILEGES

- A. **Meeting with Superintendent and/or Designee:** The Association's representatives may meet with the Superintendent and/or Principal and Athletic Director from time to time during the school year to review and discuss current extra-curricular problems and practices, and the administration of this Agreement.
- B. **Requested Information:** The District shall furnish the Association upon request, information concerning the financial resources of the District, including but not limited to annual financial reports and audits, register of employees, agendas and minutes of all Board meetings and names and addresses of all employees.
- C. **Complaint Procedure:** When a complaint is made against a coach by a student, parent, or any other person, the coach shall be notified within two (2) working days of the accusations made against them. The coach will have the opportunity to address the issue by meeting with the parents and the Athletic Director to ensure their position/side is addressed. Should the coach have a concern with the outcome of the meeting with parents and Athletic Director, the coach is entitled to meet with the school Principal. Additionally, should the issue be unresolved, the coach may meet with the Superintendent or designee.
- D. **Meeting Sites:** The Association and its affiliates may use District buildings for meetings and to transact official business except priority shall be given to instructional use or building staff meetings. Prior arrangements must be made.
- E. **Posting of Association Notices:** The Association and its affiliate shall have the right to post notices of their activities and matters of Association concern on a bulletin board in each faculty lounge.

### SECTION 3: EMPLOYEE RIGHTS

- A. **Right to Join and Support Association:** Employees shall have the right to self-organization, to form, join or assist the Association, to bargain collectively. The Board shall not discriminate against any employee by reason of membership in the Association, participation in any grievances, complaints of proceeding under this Agreement.
- B. **Right to Due Process:** No employee shall be discharged prior to the end of his or her supplemental contract term without just cause.

## **ARTICLE III: PERSONNEL FILES**

### **SECTION 1: PROCEDURE**

1. There shall be an official file kept within the District. Employees shall, upon request, have the right to inspect all contents of their complete extracurricular contract file. An administrator may be present at this inspection. An additional employee of the District, or representative of the Association at the employee's request, may be present in this review.
2. Any written derogatory statements received by the District shall be brought to the attention of the employee within fifteen (15) working days, and prior to placing in the employee's personnel file. Anonymous letters shall not be placed in the personnel file.
3. Derogatory statements, with the exception of those relating to proven abuse of children, may be removed from the employee's personnel files and kept elsewhere within the district upon the written request of the employee after three continuous years of service. An employee shall have the right to attach her/his own written comments relating to material in the file.

### **SECTION 2: CONTENTS OF PERSONNEL FILE**

1. The personnel file for each employee maintained by the District shall include at least the following information:
  - a. Copies of annual extracurricular contracts
  - b. Copies of other information relating to salary and benefits
  - c. Certifications
  - d. Correspondence
  - e. All final evaluation forms including attachments

### **SECTION 3: CRIMINAL INVESTIGATION FILE**

Materials retained from a criminal investigation or prosecution will be kept in a file separate from an employees' personnel file. Only the final discipline letters retained from the investigation or prosecution will be placed in the employees' personnel file.

### **SECTION 4: REQUESTS FOR PERSONAL INFORMATION**

Performance evaluations and certain other personal data are generally not considered to be public information. However, nothing in this agreement precludes the District from providing documents in accordance with public disclosure laws. The District will notify the employee prior to the release of any requested document(s).

## **ARTICLE IV: EMPLOYEE EVALUATION**

### **SECTION 1: PROCEDURES**

1. The Building Athletic Director shall be designated as the evaluator(s) for all head coaching positions. Assistant Coaches shall be evaluated by the Athletic Director with input by the Head Coach.
2. The Evaluation Criteria and Procedures shall be available for all head and assistant coaches prior to the start of their assignment.
3. The employee's signature on the evaluation form indicates that the employee has read and discussed the evaluation, but does not imply agreement. The employee shall have the exclusive right to attach a statement to the evaluation.
4. Distribution of the final Evaluation Form shall be as follows: one to the employee, one to the evaluator, and one to the personnel file.
5. Only three (3) ratings shall apply for the Evaluation Criteria: 1) satisfactory; 2) unsatisfactory; and 3) not observed. All criteria must be marked with one of these ratings.
6. The principal or designee as deemed necessary may evaluate extracurricular supervisors who are not high school head coaches.

## **ARTICLE V: EMPLOYEE PROTECTION**

### **SECTION I: LIABILITY INSURANCE**

The District shall purchase public liability insurance in the amount of ten million dollars (\$10,000 000) per occurrence and the District shall include the employees (within the scope of their employment) as named insured under the general liability insurance policy of the District.

### **SECTION 2: NOTIFICATION WHEN THREATENED**

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

Employees may use necessary measures with a student, patron, or other person as is necessary to protect herself/himself, a fellow employee, a teacher, an administrator or another student from attack, physical abuse or injury, or to prevent damage to District property. The employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area.

### **SECTION 3: CARE AND TREATMENT OF INJURIES**

Extracurricular supervisors are responsible for making decisions pertaining to care and treatment of injuries according to district policy and procedure.

## **SECTION 4: TRAINING AND PROFESSIONAL GROWTH**

The District will provide CPR and first aid training as required at no cost to the employee.

Requests for professional growth for coaches shall be made to the Coaches' Professional Growth Committee. The district will provide an annual professional growth budget of \$15,000 to be administered by the District Director of Athletics.

The Coaches' Professional growth Committee shall be comprised of: Two (2) spring high school head coaches, one (1) fall high school head coach, one (1) winter high school head coach and one (1) member of the high school negotiating team. The responsibility of the committee will be to review and make decisions regarding applications for professional growth from district athletic coaches and to determine, develop, and recommend district-wide coaching staff professional growth activities.

## **SECTION 5: PROFESSIONAL MEMBERSHIPS**

The District Director of Athletics shall purchase memberships in the Washington State Coaches Association for any contracted high school athletic coach who requests membership. Middle level coaches may request use of professional growth funds to purchase membership.

## **SECTION 6: DUTIES**

In the event a regular employee of the District must attend events away from the District, the District will attempt to secure and provide appropriate coverage as available for the employee's other regularly scheduled employment with the School District.

Employees will establish the activity schedule including ending times for any event, rehearsal or practice as the record of routine. That schedule will be distributed to the student participants and parents with a copy submitted to the building principal and or athletic director.

## **SECTION 7: REIMBURSEMENT AND REPLACEMENT**

The District will provide insurance coverage under its present policy to cover the costs of loss of property (excluding cash) sustained in the course of employment. In addition, the board will develop a \$6,000 fund for the purpose of settling personal property claims utilizing procedures developed jointly by the Association and the District. Such procedures shall address the registration of some items, precautionary measures, limitations, and method of payment.

## **SECTION 8: NOTIFICATION OF POLICE**

An employee must report a theft, vandalism, or assault to the appropriate police officials within seventy-two (72) hours of knowledge of the incident.

## **SECTION 9: COMPLAINT PROCEDURES**

Procedures for dealing with complaints about a supervisor of an extracurricular program are available in the principal's office in each building, the athletic office in each secondary school and the District Administration Building.

# ARTICLE VI: CONTRACTS, WORKDAY AND PAYMENT

## SECTION 1: BASIC INDIVIDUAL EMPLOYEE CONTRACTS

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

## SECTION 2: ISSUANCE OF CONTRACT

Individual extracurricular contracts will be provided for employees prior to assuming their duties. An employee may not assume her or his duties until required endorsements and certifications are secured and she or he has signed an extracurricular contract.

## SECTION 3: LENGTH OF CONTRACT

Each employee shall be issued an individual employment contract for the extracurricular activity to be performed. All extracurricular employment contracts are considered supplemental contracts and, when issued, are not continuing contracts within the scope of RCW 28A.405.210. The term of the extracurricular contract will only be for the length of time as specified in the contract. All individual employment contracts shall be subject to and consistent with Washington State statutes and this Agreement.

For athletics, extended season is defined as play beyond the last scheduled league or non-league contest. In sports where district or regional play is open to all teams regardless of position of finish in the standings, these contests shall be considered as part of the regular season.

Coaches who qualify for post season competition shall be paid their regular season weekly salary for each full week of post season competition.

The following maximum number of coaches for each varsity team may qualify for post season compensation. It is understood that there are separate girls' and boys' teams in cross country, basketball, track, golf, soccer, and tennis. The athletic trainer and the dance coach shall be paid a stipend for their post season duties that will be determined by the athletic director.

<b>Football</b>	6 coaches	<b>Track</b>	head coach qualifier's event coach
<b>Cross Country</b>	1 coach/individual qualifier(s) 2 coaches/full team	<b>Baseball</b>	3 coaches
		<b>Softball</b>	3 coaches
<b>Volleyball</b>	3 coaches		
		<b>Soccer</b>	2 coaches
<b>Basketball</b>	3 coaches		
		<b>Golf</b>	1 coach per team
<b>Wrestling</b>	1 coach/one qualifier 2 coaches/more than one qualifier		
		<b>Tennis</b>	1 coach/one singles or one doubles 2 coaches/more than one qualifier

## **SECTION 4: OUT OF SEASON ADDITIONAL RESPONSIBILITY FUND**

The District will provide a fund that is intended to recognize additional time and responsibility assumed outside the regular WIAA sanctioned seasons.

The District will provide an annual budget of \$20,000 in this Additional Responsibilities Fund to be administered by the District Athletic Director.

Allocations from the Additional Responsibilities Fund will be made at the rate of \$50 per day of service with a limit of \$500 per person per sport. The definition of a qualifying “camp”, “tournament” or “spring practice” will be determined by a committee comprised of: 2 members of the Extra Curricular Negotiating Team, the Assistant Superintendent of Personnel and the District Athletic Director. The committee will meet and make recommendations to the Extra Curricular and District bargaining teams by November 1, 2010.

## **SECTION 5: PAYMENT**

In accordance with this Agreement, all employees shall be paid their basic contract as per current district payment options.

An employee receiving an overpayment or underpayment has an obligation to notify the payroll office. Errors made in payment will be corrected as promptly as possible, with due consideration given to avoid employee hardships. Employees who receive an overpayment by the District will have the following options for repayment:

1. Lump sum repayment.
2. Equal payments to be completed by the end of the school year.
3. If an employee terminates, the remainder of any overpayment shall be due in full upon termination.

Any error which results in incorrect salary schedule placement will be corrected by District payment or employee repayment only from the present year. Prior year's placement error will be adjusted only if such error is brought to the attention of the Personnel Department prior to October 1 of the present year.

## **SECTION 6: SALARY CRITERIA**

Full experience increments shall be paid effective the first working day of the season.

Full credit will be given for experience at the same level in accredited public school districts or approved job related experience.

Requests for increases in salary must be accompanied by data collected from a consortium of nine similar size schools consisting of five Big 9 districts, one east side district that is not in the Big Nine and two districts from the west side of the state. Suggested member districts of this consortium would be Kennewick, Pasco, Richland, Wenatchee, Moses Lake, Yakima, Bremerton, Mount Vernon and Sunnyside. Walla Walla Public Schools Personnel Department will approve the survey, distribute the survey and tally the results.

## **SECTION 7: LEAVES**

All leave requests for regular district employees shall be handled according to their respective negotiated agreement with the district for their regular job. Leaves for extracurricular supervisors who are not regular employees of the district shall be handled on a case by case individual basis through the building principal or designee.

**SECTION 7: DURATION**

This Agreement shall remain in full force and effect from September 1, 2010 to and including August 31, 2012. Either party may, upon written notice no later than sixty (60) days before August 31, 2012, give notice of its intent to negotiate a successor Agreement. Upon mutual consent of both parties, this Agreement may be modified at any time.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this \_\_\_\_\_ day of July 2010.

WALLA WALLA PUBLIC SCHOOLS

WALLA WALLA VALLEY  
EDUCATION ASSOCIATION  
FOR WALLA WALLA  
EXTRACURRICULAR CLASSIFIED  
EMPLOYEES

\_\_\_\_\_  
Cindy Meyer  
School Board President

\_\_\_\_\_  
Richelle Palmer, President  
Walla Walla Valley Education Association

\_\_\_\_\_  
Laure Quaresma, Assistant Superintendent  
Walla Walla Public Schools

\_\_\_\_\_  
James Smith, Negotiator  
Walla Walla Valley Education Association

## APPENDIX A

### WALLA WALLA PUBLIC SCHOOLS EXTRACURRICULAR SALARY SCHEDULE 2010-2011

#### **Group One**

HS Head Football Coach  
HS Head Basketball Coach  
Certified Athletic Trainer

#### **Group Two**

HS Head Wrestling Coach

#### **Group Three**

HS Assistant Head Football Coach  
HS Assistant Head Basketball Coach  
HS Head Baseball Coach  
HS Head Softball Coach  
HS Head Soccer Coach  
HS Head Swimming  
HS Head Volleyball Coach  
HS Head Cross Country Coach  
HS Head Track Coach  
HS Head Tennis Coach  
HS Head Golf Coach  
HS Vocational Technical Specialist  
HS Dance Coach  
HS Cheerleading Coach

#### **Group Four**

HS Assistant Head Volleyball Coach  
HS Assistant Football Coach  
HS Assistant Basketball Coach  
Computer Coordinator Level II

#### **Group Four-A**

HS Accompanist

#### **Group Five**

HS Assistant Baseball Coach  
HS Assistant Softball Coach  
HS Assistant Soccer Coach  
HS Assistant Swimming  
HS Assistant Volleyball Coach

#### **Group Five (Cont.)**

HS Assistant Cross Country Coach  
HS Assistant Track Coach  
HS Assistant Tennis Coach  
HS Summer Weight Coach  
HS Assistant Wrestling Coach  
Computer Coordinator Level I

#### **Group Six**

MS Head Coaches  
Game Supervision  
WSIPC Coordinator

#### **Group Seven**

MS Assistant Coaches  
Southeastern Wash. Fair Coordinator

#### **Group Eight**

HS/MS Intramural Coordinator (per season)  
HS Knowledge Bowl Supervisor  
HS Mock Trial Supervisor  
HS Athletic Events Coordinator (per season)  
HS/MS Audio/Visual Coordinator

#### **Group Nine**

HS Asst. Mock Trial Supervisor  
ES Safety Patrol Supervisor  
ES Audio Visual Coordinator  
MS Jr. National Honor Society  
HS National Honor Society  
Fifth and Sixth Grade Sports Coach (per sport)  
Elementary Sports Coordinator

#### **Group Ten**

ES Math Contest Coordinator  
MS Math Counts Supervisor

#### **Group Eleven**

ES Math Supervisor

Coaches dropping to a lower level within the same or similar sport shall be given credit for their previous years of experience in that sport. Coaches new to the district shall be given credit for previous coaching experience at the same or higher level in the same or similar sport to which they are assigned.

Assistant coaches moving to the head coaching position will be positioned on the salary schedule by the district athletic director so that their compensation is commensurate with their increased responsibilities.

**WALLA WALLA PUBLIC SCHOOLS  
EXTRACURRICULAR SALARY SCHEDULE  
2010-2011**

	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 10</i>	<i>Step 15</i>
<b>Group</b>							
<b>One</b>	\$5,321	\$5,853	\$6,438	\$7,082	\$7,790	\$8,570	\$9,426
<b>Two</b>	\$4,634	\$5,097	\$5,607	\$6,168	\$6,785	\$7,463	\$8,209
<b>Three</b>	\$3,948	\$4,343	\$4,777	\$5,255	\$5,780	\$6,358	\$6,994
<b>Four</b>	\$3,089	\$3,398	\$3,738	\$4,111	\$4,523	\$4,975	\$5,472
<b>Five</b>	\$2,746	\$3,021	\$3,323	\$3,655	\$4,020	\$4,422	\$4,865
<b>Six</b>	\$1,892	\$2,081	\$2,289	\$2,518	\$2,770	\$3,047	\$3,352
<b>Seven</b>	\$1,635	\$1,799	\$1,978	\$2,176	\$2,394	\$2,633	\$2,897
<b>Eight</b>	\$1,104	\$1,214	\$1,336	\$1,469	\$1,616	\$1,778	\$1,956
<b>Nine</b>	\$678	\$746	\$820	\$902	\$993	\$1,092	\$1,201
<b>Ten</b>	\$519	\$571	\$628	\$691	\$760	\$836	\$919
<b>Eleven</b>	\$443	\$487	\$536	\$590	\$649	\$713	\$785
<b>Four-A</b>	\$5,255						

Note: Steps indicate years of service for a specific position within a group. Steps 10 and 15 indicate years of service for a specific position within a group with Walla Walla Public Schools.