



CASCADE SCHOOL DISTRICT
CO-CURRICULAR CONTRACT
2020-2022



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PREAMBLE

This Agreement is entered into between the Board of Directors of Cascade School District No. 228, Leavenworth, Chelan County, Washington, and Cascade Co-Curricular Employees Association. It has been negotiated pursuant to RCW 41.56.

ARTICLE I. ADMINISTRATION OF THE AGREEMENT

Section A. Definition of Terms

As used in this Agreement, the following terms will have the following meanings unless the context in which they are used shall clearly indicate another meaning:

1. "Agreement" shall mean this collective bargaining agreement, which shall be signed by the parties.
2. "AR" shall mean Association Representative(s).
3. "Association" shall mean the Cascade Co-Curricular Employees Association, which is affiliated with the Washington Education Association and the National Education Association.
4. "BEA" shall mean Basic Education Act.
5. "Board" shall mean the Board of Directors of Cascade School District No. 228 as the governing body of the District.
6. "Day" shall mean working day, determined by those days that the District's business office is open for business with the public.
7. "District" shall mean Cascade School District No. 228, Leavenworth, Chelan County, Washington.
8. "Employee" shall mean any member of the bargaining unit as set out in this Agreement.
9. "Extended Contract" shall mean that individual contract that is issued to an employee for day(s) beyond the employee's basic activity.
10. "Contract" shall mean the individual contract issued to each employee pursuant to State law.
11. "Parties" shall mean the Association and the District.
12. "PERC" shall mean the Washington State Public Employee Relations Commission.

13. "President" shall mean the president of the Association or his/her designee.
14. "RCW" shall mean Revised Code of Washington.
15. "SPI" shall mean the Washington State Superintendent of Public Instruction or his/her office.
16. "Superintendent" shall mean the chief administrative officer of the Board, or his/her designee.
17. "Supplemental Contract" shall mean that contract issued and signed in accordance to State law.
18. "WAC" shall mean Washington Administrative Code.
19. "WIAA" shall mean Washington Interscholastic Activities Association.
20. "Year" shall mean the school calendar year, from the first day of teacher inservice to the day before teacher inservice the following year.

Section B. Recognition

Bargaining Unit Make-Up

The District recognizes the Cascade Education Association as the exclusive bargaining agent for all co-curricular employees of the District whose job description does not require a certificate. Excluded shall be any employee whose duties imply a confidential relationship to the Superintendent and/or the Board.

Section C. Status of Agreement

1. Sole Agreement

This shall be the sole agreement between the parties regarding wages, hours, and terms and conditions of employment.

2. The Agreement Controls

Rules, regulations, policies, and resolutions of the District which are not in conflict with this agreement shall not be affected by this agreement. This agreement shall be controlling in the event there are inconsistencies or conflicts with the rules, regulations, policies, and resolutions of the District to the extent necessary to give effect to the agreement.

3. Conformity to Law

This Agreement shall be governed and construed according to the laws of the State of Washington. If any provision of this Agreement is found to be contrary to those laws, the remaining provisions of this Agreement shall continue in full force and effect and be binding upon the parties hereto. If any provision of this Agreement is so held to be contrary to the law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

4. Program Reductions

This Agreement in no way obligates the District to offer any activity(s) mentioned in this agreement.

5. Individual Contracts

In the event there is any conflict between this agreement and individual contracts and/or supplemental contracts, this agreement shall control. Individual contracts shall contain a statement indicating that the individual contract shall be subject to the terms and conditions of this agreement or its successor.

Section D. Distribution of Agreement

After the parties reach tentative agreement on a successor contract, the Association shall produce a draft copy of the new agreement for mutual editing. Upon reaching final agreement on the content and form of the new contract, the Association shall produce a camera ready copy, which the Board shall use to print copies, at its expense. In addition, the Association shall provide an electronic copy of the agreement which the District may copy for distribution. It shall be the responsibility of the District to distribute copies of the agreement to current employees when available and new employees when hired. The District shall also make at least one (1) copy available for review by any applicant for employment with the District, and have at least one (1) written copy available in each faculty room.

Section E. Co-Curricular Contract Compliance

1. Contract Compliance

All co-curricular contracts are for one (1) year and shall be subject to and consistent with law and this Agreement and shall expressly state that they are subject to this and subsequent Agreements between the parties. If any co-curricular contract is inconsistent with this Agreement this Agreement shall control.

2. Activity Additions or Modifications

In the event the District determines to add or modify any co-curricular activity covered by this Agreement, it shall notify the Association and the parties shall meet promptly to determine stipends and other terms and conditions for the new or modified activity.

3. Not a Condition of Employment

Neither a determination by the District to offer, or not to offer a co-curricular contract to an employee, nor an agreement by an employee to accept, or not accept a co-curricular contract shall be made a condition of continuous or future employment with the District within either the Certificated or Classified collective bargaining units.

ARTICLE II. BUSINESS

Section A. VOLUNTARY Dues Deduction

1. Authorization and Revocation

a. Member Dues

The District shall deduct monthly from the wages of each employee who is a member of the Association, a sum certified by the Association as dues, provided that the District has received a written authorization from each such employee authorizing such a deduction. The District shall forward the sum so deducted to the Association once each month in accordance with the District disbursement procedures. Employee authorization for dues deductions shall continue in effect from year to year unless a request of revocation, signed by the employee, is submitted and processed through the Association.

b. Exempt Employees

The following employees are exempt from paying dues:

- 1) Certificated Dues Paying Members
- 2) Classified Dues Paying Members

2. Dues Amounts

The Association shall provide the District with updated membership lists and dues schedules to reflect any changes arising during the term of this agreement.

3. Indemnification

The Association shall indemnify, defend and hold the District harmless against

any suit instituted or against any claims made against the District on account of any payroll deductions for the Association. In the event of such suit, the Association may select representation of their choosing to defend such action.

Section B. Association Rights

1. Use of Buildings

The Association may use the District buildings for the purpose of having meetings and transacting Association business in accordance with established District policy provided that such meetings and business shall not interfere with District educational programs. The Association shall reimburse the District for any extra costs resulting from such Association use of a District building.

All such meetings shall be held outside the regular teacher work days, except with administration approval. Association meetings shall not conflict with other prescheduled meetings for the facilities requested and shall be scheduled through the building administrator.

2. Notices

The Association may post notices of Association activities and business on bulletin boards in faculty lounges. Such notices shall be signed by an Association representative or official, or identified as official Association material.

3. Use of District Mail System

The Association shall have the right to reasonable use of the intra-District mail service and teacher mail boxes and e-mail for communication with its members. An Association representative shall have the responsibility for sorting and placing the mail in boxes.

4. Association Business

The Association and its representatives shall be permitted reasonable access to the District buildings and its members for the purpose of conducting Association business provided they report to the office of the building administrator, and provided further that such access shall not be exercised in a manner which will interfere with, interrupt, or be in conflict with, the District educational programs.

5. New Employees

The Board shall notify the Association of the name, address and assignment of any new hire into the bargaining unit. The Association shall be given the opportunity to speak to all teachers as an official part of the program during the District sponsored teacher orientation.

6. School District Budget and Financial Reporting

The District shall make available to the Association a copy of the District budget document at the time it is available to the public. The District shall also make available to the Association a copy of the adopted budget.

7. Salary and Placement Information

The District upon request shall provide the Association with updated lists of all employees, including their assignment, their placement on the salary schedule and their placement on report forms going to the state for purposes of determining salary compliance. This section shall not require the District to create new documents.

8. Disciplined or Probationary Employees

In the event any employee is disciplined or placed on probation, the Board shall provide the Association with timely notice of the discipline or a copy of the probation notice, if so directed by the employee.

9. Board Agenda and Minutes

The District shall post a copy of Board meeting agendas and Board meeting minutes on all employee bulletin boards.

10. Other Information

The District shall make available to the Association information concerning the District which is public. The District shall be under no obligation to prepare special reports or studies and shall have a reasonable time within which to comply with a request for financial information. Any extra costs of preparation or copying shall be borne by the Association at the rate customarily charged the general public.

Section D. Management Rights

The management of the business of the District and the direction and assignment of all employees are the right and responsibility of the Board, except as otherwise provided in this Agreement. In the exercise of its rights of management the District through its Board of Directors, shall have the right to amend existing policies, rules, and regulations and to adopt new policies, rules, and regulations necessary for the proper conduct of the business of the District, provided that the same are not in conflict with the express provisions of this Agreement related to wages, hours, terms, and conditions of employment and employee benefits.

ARTICLE III. EMPLOYEE RIGHTS

Section A. Membership

Employees shall have the right to join the Association and/or participate in collective bargaining through representatives of their own choosing. There shall be no discrimination against any employee by reason of his/her participation or lack thereof as a member of the Association.

Section B. Nondiscrimination

The parties shall not discriminate against any employee with respect to race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability except as required in accordance with this agreement, or as otherwise provided by law.

Section C. Due Process

1. Just Cause

No employee shall be disciplined without just cause. Discipline does not include a decision by the district not to renew a contract.

2. Investigations

Employees shall have the right to a fair investigation.

3. Association Representation

Employees shall be entitled to the presence of an AR at any hearing, meeting or conference involving the employee regarding disciplinary action(s) or the investigation thereof at which the employee is present. When a request for such AR is made, no action shall be taken with respect to the employee until such AR is present.

4. Written Grounds

The specific grounds forming the basis for disciplinary action(s) shall be made available in writing to the employee and the Association, if present, at the time discipline action is taken.

5. Privacy and Confidentiality

Disciplinary action(s), reprimands, or criticisms shall be made in private and not be made in the presence of students, parents, other employees, or at public

gatherings.

6. Complaints Against Employees

No complaint against an employee may be used in a disciplinary action or evaluation against that employee unless the complaint was discussed with the employee in a timely fashion. Any formal complaint will be reduced to writing and signed by the complainant. *There will be no anonymous complaints. Complaints of a sensitive nature that have a basis in law for not disclosing the complaining party, will still need to be signed by the complainant. The District will keep the complainant's identity and letter from the accused employee until the completion of their investigation. Upon completion of the investigation, if the District disciplines the employee, the complainant's identity and letter of complaint will be provided to the employee.

*A student is permitted to file an HIB report as indicated in policy and procedure 3207 without revealing his/her identity. No discipline will be imposed on an employee based on only an anonymous complaint. A complete impartial investigation that supports such action will have occurred prior to any discipline being imposed.

Section D. Drug-Free Workplace Act of 1988

1. The Drug-Free Workplace Act of 1988 prohibits the unlawful manufacture, distribution, dispensing, possession or use of controlled substances in the workplace.
2. The District, in cooperation with the Association will establish a drug-free awareness program that informs employees about the dangers of workplace drug abuse, the District's intent to maintain a drug-free workplace; the availability of drug counseling, rehabilitation, and employee assistance programs.
3. Employees who violate subsection 1 will be subject to discipline under the just cause provisions provided in the Collective Bargaining Agreement.

Section E. Drug/Alcohol Addiction

1. The Association and District jointly recognize drug/alcohol addiction as an illness which is treatable. It is also recognized that it is for the best interests of the employee, the Association and the District that these illnesses be treated and controlled under the existing collective bargaining contractual relationship.
2. Our concern is limited to drug/alcohol addiction which causes poor attendance and unsatisfactory performance on the job. Our objective is to help, not harm the employee. However, the District is not precluded from disciplining employees for behavior related to drug and alcohol use at work.

3. Any employee who receives assistance will be entitled to all of the rights and benefits provided to other employees who are sick, in addition to specific services and assistance which may be provided and all the protection of the collective bargaining agreement.
4. It shall also be the responsibility of the District to assure any employee that a request for diagnosis or treatment will not jeopardize his/her job rights or job security.
5. The District will respect the employee's right to privacy, dignity, and security, and strict confidentiality will be observed at all times.

Section F. Personnel Files

1. File Review

Employees shall have the right to review the contents of their personnel file. Arrangements to review the file shall be made through the office of the Superintendent.

2. Copy Required

Effective upon the date of ratification of this Agreement, a copy of any material that is to be placed in an employee's personnel file after the date of hire shall be given to the employee before insertion into the personnel file. Any derogatory information or disciplinary action placed in the employee's personnel file must be signed and dated by the employee prior to its placement. At the request of an employee, the personnel file shall be purged of disciplinary letters after three (3) years if no similar issues have occurred unless laws require the District to maintain a document longer than three years.

3. Location

The District shall maintain the employee's personnel file at the District Office.

Section G. Employment, Assignment, and Transfer

1. Authority

The employment, assignment, and transfer of employees are the right and responsibility of the Board, except as limited by this Agreement.

2. Assignment

The District shall notify employees of any changes in their assignment for the coming year prior to May 30. In the event changes in assignment are made subsequent to said date, employees will be given written notice as soon as is practicable after the assignment has been determined.

Assignment within the District shall be made on the basis of qualifications which best meet the needs of the District's program.

3. Vacancies and Posting

During the school year, the District shall post vacancies (including new positions), in each school building. During the summer months, notice shall be posted at the District Office and copies sent to all employees who make a request in writing, on a form provided by the employer (Appendix D). Posting shall be for no less than five days. The District may waive the 5 day posting in emergency situations with Association approval in writing prior to advertising the position.

Notice shall clearly set forth the qualifications for the position and the procedure for applying. All vacancies and new positions shall be filled on the basis of qualifications for the position which best meet the needs of the District program. Present employees who apply will be given consideration. Applying employees shall be notified when the position is filled.

Section H. Employee Protection

1. District Insurance

The District shall provide such insurance for the protection of employees as is required by State Law. Upon request, employees will be provided information relating to this insurance. The District shall notify the Association should changes occur in employee protection coverage.

2. Weapons

The District shall have a policy that prohibits the presence of weapons on school grounds. They shall also establish a procedure for implementation and enforcement of said policy.

3. Threats

Any employee who is threatened with physical harm by any person or group due to the carrying out of the employee's assigned duties shall immediately notify his/her supervisor or other District administrator. Steps shall be taken in cooperation with the employee to provide for the employee's safety, including contacting law enforcement authorities, if appropriate as per RCW 28A.635.

In addition, the District shall provide for the safety of the employee's family if necessary, through the appropriate law enforcement agencies.

The District will make every effort to exclude from attendance at co-curricular activities any person who it determines is a threat to an employee/family

member.

4. Self Protection

Employees may use reasonable measures with a student, patron or other person as is necessary to protect him/her self from attack, physical or verbal abuse or injury, or to prevent damage to District or personal property.

5. Property Replacement

The District shall make provisions to reimburse employees for replacement of clothing or other personal property damaged or destroyed during the course of an attack or assault on the employee while the employee is engaged in the duties of his/her employment.

6. Dangerous Students

The District will inform employees prior to assigning to such employees any student who evidences or who has evidenced symptoms or behaviors that could present an immediate health or safety problem to the employee or other students, should this information be known prior to assignment. At the time this information is shared, a plan for managing these situations shall be discussed.

7. Locker Searches

Employees shall not be required to participate in locker or desk searches.

8. Short-Term Removal

Employees shall have the right to exclude a disruptive or violent student.

9. Injury on the Job

Absence Due to Attack or Injury on the Job: Whenever an employee is absent from employment and unable to perform his/her duties as a result of personal injury sustained in the course of his/her employment, including any injury sustained as a result of physical attack, for up to twenty (20) work days, he/she shall be paid his/her full salary with no deduction from sick leave for the period of his/her absence less the amount of any workman's compensation award made for disability due to said injury. After the first twenty (20) days of absence use of any accumulated sick leave shall begin for the amount of salary that is above the amount paid to the employee by L&I. Such payment stops when the employee has exhausted all sick leave.

Section I. Privacy

1. Personal Lives

The private and personal life of any employee except where stipulated by law, is not within the appropriate concern or attention of the District.

2. Information

The District shall not provide personal information concerning employees, including names, addresses, phone numbers, etc. to any person unless required by law, or to any commercial or charitable organization with the exception of verification of employment for loan purposes.

3. Meetings

The District shall not have meetings involving representatives of commercial concerns, such as insurance companies, financial counselors, fund raisers, etc.

Section J. Harassment

The District shall investigate and take appropriate disciplinary action when an employee reports to an appropriate supervisor that he/she has been harassed (including sexual harassment).

ARTICLE IV. GUIDELINES

Section A. Salary

1. Computation

To compute stipend, multiply the index times base salary of \$40,268.

** Stipends are provided for school board approved activities only. Stipends cannot be assumed.*

2. Post Season Play

Extracurricular supervisors whose groups, team or team members qualify and participate in post season tournaments, games, meets or matches, which shall be considered any play after a team/individual could have been eliminated from further competition, shall receive additional compensation for up to four (4) weeks as follows:

- a) Ten (10) percent of their regular extracurricular salary for head coaches and assistant coaches of all sports for 1 to 2 weeks of post season play.

- b) An additional five (5) percent of their regular extracurricular salary for head coaches and assistant coaches of all sports for 3 or more weeks of post season play.
- c) Five (5) percent of their regular extracurricular salary for the cheerleader advisor for attendance and performance at tournaments.
- d) In the event both the boys and girls teams attend the State Basketball Tournaments, the cheerleader advisor will receive a double stipend.
- e) Additional compensation will be approved for club advisors whose teams advance to a post season. This compensation will be proportionate to the extra commitment.

3. Salary Placement

- a. Coaching experience will be granted for a full season of school coaching for new employees to the district.
- b. Full credit will be given for each year of paid experience in the same position within an activity.
- c. Coaches must provide written verification of prior school district experience for placement on the coaching salary schedule.
- d. Verified experience will be granted for in district and other school district coaching experience in the same sport.
- e. When a high school assistant coach moves to a head coaching position in an activity, the coach will be given one (1) year of head coaching credit for each two (2) years served as a high school assistant with a maximum of three (3) years of head coaching experience granted.
- f. When a middle school coach moves to an assistant coach position at the high school, the coach will be given one (1) year credit for each two (2) years of experience.
- g. When a middle school coach moves to a head coach position at the high school, the coach will be given one (1) year credit for each four (4) years of experience.
- h. Only full-year experience credit is derived from c,d, and e above.
- i. Coaches moving down from any position to a lower position in the same activity shall be placed no lower than their previous years experience.
- j. Coaches electing to take on additional coaching assignments shall receive

coaching experience credit from other sports on a 1 to 4 ratio, one (1) year coaching experience for every four (4) years experience in another sport.

4. Salary Payment

Payment of co-curricular salary shall be made, at the employee's option, in either:

- a) A lump sum payment at the end of the month following completion of the activity,
- b) Equal monthly payments commencing with the second month of the activity and terminating with the final month of the activity,
- c) Equal monthly payments commencing with the first month of the activity and terminating with the August payroll.

Section B. Athletic Ratios and Athletic Positions Schedule

See "Appendix A"

Section C. Coaching Training and Clinics

1. Required District Training

Training, required by the District, that is applicable only to positions within this contract, shall be provided by the District. In the event that the District is unable to provide the required training, they shall reimburse the employee for tuition/registration, materials, meals, and mileage.

2. Coaching Clinic Stipend

The District shall provide an annual fund equivalent to ten (10) per cent of the base salary to be used by the coaches on a rotating basis for attendance at coaching clinics. The rotation and amount per coach or sport shall be determined by the athletic director along with input from the coaches.

ARTICLE V. LEAVES

Leaves taken under the Certificated and/or Classified Employee Contract shall be appropriate.

ARTICLE VI. FISCAL MATTERS

Section A. Individual Contracts

Contracts for co-curricular and special assignments with employees shall identify the parties, the purpose of the contract or the assignment, and the compensation. Supplemental contracts shall be consistent with this Agreement. Contracts shall be paid in accordance with the Salary Schedule attached to and

made a part of this Agreement as Appendix A or B. Job descriptions for each assignment will be issued to each employee so contracted. Contracts shall not be paid from BEA salary money nor reported for BEA base salary compliance calculation purposes. Contracts are issued on a one-year basis and expire at the end of each school year.

Section B. Hours of Work and Overtime

1. Hours of Work

Hours of work shall be determined by the activity, and the availability of appropriate facilities. Hours may vary from day to day and activity to activity. W.I.A.A. guidelines will be strictly adhered to, where applicable.

2. Overtime

Overtime for classified employees shall be compensated at one and one-half (1 1/2) times the employee's hourly rate. Saturdays, Sundays, and holidays shall be compensated at two (2) times the employee's hourly rate. Overtime shall be defined as hours worked beyond eight (8) hours per day and/or forty (40) hours per week. All calculations and payment for overtime hours worked shall be in accordance with the Fair Labor Standards Act.

3. Retirement System

Employees' retirement benefits shall be credited, where applicable, to their appropriate Washington Employment Retirement System (TRS, PERS).

ARTICLE VII. GRIEVANCE PROCEDURE

Section A. Purpose

The purpose of this grievance procedure is to provide a means for the orderly and expeditious adjustment of grievances.

Section B. Informal Conference

Every effort shall be made to settle problems at the lowest level through informal communication between the employee and his/her immediate supervisor.

Section C. Definitions

1. A "grievant" shall mean an employee or group of employees or the Association filing a grievance.
2. A "grievance" shall mean a claim by a grievant that a dispute exists involving the interpretation or application of the terms of this Agreement.

Section D. Exclusions

The submission of a grievance or grievances hereunder shall be limited to those grievances arising out of or involving the interpretation or application of the express terms of this Agreement, provided however, that matters relating to notices of non-renewal shall not be subject to the grievance procedure.

Section E. Forms

Grievances shall be submitted on a copy of the form which is attached to and made a part of this contract as Appendix C, and which shall contain not less than the following information:

1. The party to whom the grievance is addressed.
2. The grievant's position with the district and the school in which the grievant works.
3. A description of the procedures which have previously been taken by the grievant.
4. A specific identification of the grievance, including identification of that portion of the contract involved in the grievance, and a clear statement of the facts which give rise to the grievance.
5. The relief which the grievant is seeking.
6. The grievance must be signed by the grievant.

Section F. Timelines

The number of days within each step shall be considered maximum. Every effort shall be made to expedite the process. Extension of time limits shall be by mutual agreement only. If the Board or any administrator fails to take timely action, the grievant may appeal to the next level. If the grievant does not meet time limits the grievance shall be considered withdrawn. Every reasonable effort shall be made to resolve grievances before the close of the school term.

Notwithstanding the expiration of this agreement, any grievance arising hereunder may be processed through the grievance procedure to completion.

Section G. No Reprisals

No individual who participates in a grievance shall be subject to discipline or reprisal because of any such participation.

Section H. Representation

Nothing in this procedure shall be construed to prevent any individual from discussing an informal problem with the administration, or having it adjusted without representation from the Association.

Employees have the right to pursue grievances with Association representation or without representation, provided the Association shall have the right to be present and state its views at any grievance hearing (formal or informal) whether or not the grievant has requested Association representation.

In the event a grievance is filed without Association participation the Superintendent shall immediately notify the Association by sending or delivering a copy of the grievance to the President. In addition, the President shall receive a copy of the administrative disposition of grievances at each step.

Section I. Confidentiality

All matters relating to specific grievances shall be confidential and shall not be unnecessarily or indiscriminately related, disclosed, or divulged, provided that the Association shall routinely report general grievance outcomes to employees unless they are subject to disclosure under the public information act.

Section J. Files

All documents and communications dealing with grievances and their adjustments shall be filed separately from the grievant's personnel file unless the grievant requests that the final adjustment be placed in his/her file.

Section K. Released Time

If an employee is required to attend any meeting, hearing, appeal, or other proceeding relative to the adjustment of a grievance, he/she shall be released from his/her assignment for the time necessary without loss of pay or other penalty.

Section L. Cooperation

The parties shall cooperate with each other in the investigation of any grievance, and will furnish pertinent information as requested for the processing of grievances.

Section M. Procedures

1. First Step

Formal grievances shall be filed with the administrator responsible for the disputed action, along with a copy to the Superintendent. The grievance must be filed within twenty (20) days following the time the grievant had knowledge or

reasonably should have had knowledge of the basis for the grievance. The Administrator shall meet with the grievant and the Association representative in an attempt to resolve the grievance and shall communicate his/her decision in writing to the grievant, the Superintendent and the President within ten (10) days of receipt of the grievance.

2. Second Step

If the grievance is not resolved at Step one within the timelines, the grievant may appeal to the Superintendent within fifteen (15) days of filing at step one. The appeal shall contain a copy of the original grievance and the step one response. Within five (5) days after filing the appeal, the grievant, the Association representative, the step one administrator, and the Superintendent shall meet to attempt to resolve the grievance. The Superintendent shall render his/her decision in writing within five (5) days of the last meeting of the parties and deliver it to all participants.

3. Third Step

If the grievant is not satisfied with the decision of the Superintendent at Step Two, the grievant may, within ten (10) days after receiving said decision, request in writing that the Association submit his/her grievance to binding arbitration. A copy of such request shall be delivered to the Superintendent. The Association shall exercise its right to proceed to binding arbitration by giving the Superintendent written notice of its intention to arbitrate within fifteen (15) days of receipt of the written decision of the Superintendent.

- a) A list of seven (7) arbitrators shall be requested from the American Arbitration Association (AAA). The arbitrator shall be selected from the list of eligible candidates by a representative of the Board and a representative of the grievant alternately striking names from the AAA list until only one name remains. The parties shall select the arbitrator within ten (10) days of receipt of the AAA list.
- b) The decision of the arbitrator shall be final and binding upon all parties.
- c) The cost for the services of the arbitrator, if any, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the parties. All other costs will be borne by the party incurring them.
- d) If the subject matter of the grievance is based upon an employee's evaluation report and/or an employee's probation status resulting there from, the arbitrator's jurisdiction and his decision shall be limited to a determination as to whether or not the administrator or evaluator has followed the adopted evaluation procedure and criteria in reaching his conclusion.

- e) During the arbitration neither party will be permitted to assert any grounds not previously disclosed to the other party.
- f) The arbitrator shall have no authority to alter, add to, or subtract from the terms of this Agreement.

4. Alternative Third Step

If no satisfactory resolution of the grievance is reached at Step Two, or if the Superintendent has not provided a written decision within the time limits, the grievant, in an alternative to requesting binding arbitration, may request that his/her grievance be submitted for hearing to the Board. If such request is made, the grievant waives his/her right to binding arbitration. The request for a Board hearing shall be by written notice to the Superintendent given within ten (10) days after the decision in the Second Step is received or should have been received according to the time limits prescribed. Within twenty (20) days after receiving such a request, the Board shall hold a hearing and render a decision. The decision shall be binding upon all parties.

Section N. Adverse Action

The parties agree that there shall be no strike or other economic action by employees covered by this Agreement or by the Association, nor shall there be any lockout or other economic action by the District, while this Agreement is in effect, over any dispute which arises out of the interpretation or application of this Agreement, or an alleged violation of the terms of this Agreement.

ARTICLE X. DURATION

This Agreement shall begin September 1, 2020 and shall remain in effect through August 31, 2022.

If, during the term of this Agreement, the Washington State Legislature should pass any legislation that impacts the terms of this Agreement, the District and Association shall open any/all appropriate sections of the Agreement so affected by legislative action.

Appendixes A, B, and Benefits shall be reopened annually for negotiations. During the 2020-21 school year job descriptions will be jointly developed by the employees in those position and the District. The stipends associated to those job descriptions will be open for negotiations prior to the 2021-22 school year.

In the event of a double levy failure or severe funding cutback all economic provisions of this Agreement shall reopen.

Representatives of the District and Association, at the request of either Party, agree to meet biannually in order to monitor the administration of the Agreement and to pursue mutual problem identification and mutual problem solving. Such meetings shall not be grievance resolution conferences nor shall they be collective bargaining sessions regarding this or successor Agreements.

In the event the District determines to add any sport or activity that would be covered by this Agreement, they shall notify the Association and the Parties shall meet promptly to determine stipends and other terms and conditions for the new sport or activity.

The Parties acknowledge that the understandings and agreements arrived at with respect to wages, hours, terms and conditions of employment, are set forth in this Agreement. Modifications of this Agreement, matters of common concern, wages, hours, terms and conditions of employment, may be subject to negotiation during the term of this Agreement only upon request and by mutual agreement by the parties.

EXECUTED THIS _____ day of _____, 2020, at Leavenworth, Chelan County, Washington, by the undersigned officers by the authority of and on behalf of the Parties.

For the District:

For the Association:

Board Chairman

President

Superintendent

Chief Negotiator

Appendix A

Cascade School District Athletic Ratios and Athletic Positions Schedule

Base salary for this agreement will be \$40,268. To compute the stipend, multiply the index times the base.

Stipends are provided for school board approved activities only. Stipends cannot be assumed.

Cascade High School

Cascade High School	Athletes	Years of Experience					
		1	2	3	4	5	6
		0 Yrs	1Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs
Football							
Head Coach		.15	.156	.162	.168	.174	.180
1 st Assistant		.100	.104	.108	.112	.116	.120
2 nd Assistant	30	.100	.104	.108	.112	.116	.120
3 rd Assistant	35	.100	.104	.108	.112	.116	.120
4 th Assistant	50	.100	.104	.108	.112	.116	.120
5 th Assistant	60+	.100	.104	.108	.112	.116	.120

Cascade High School	Athletes	Years of Experience					
		1	2	3	4	5	6
		0 Yrs	1Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs
Volleyball							
Head Coach		.125	.130	.135	.140	.145	.150
1 st Assistant	16+	.085	.088	.091	.094	.097	.100
2 nd Assistant	24+	.085	.088	.091	.094	.097	.100

Cascade High School	Athletes	Years of Experience					
		1	2	3	4	5	6
		0 Yrs	1Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs
Cross Country							
Head Coach		.125	.130	.135	.140	.145	.150
1 st Assistant	16+	.085	.088	.091	.094	.097	.100
2 nd Assistant	35+	.085	.088	.091	.094	.097	.100

Cascade High School	Athletes	Years of Experience					
		1	2	3	4	5	6
		0 Yrs	1Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs
Basketball							
Head Coach		.15	.156	.162	.168	.174	.180
1 st Assistant	16	.100	.104	.108	.112	.116	.120
2 nd Assistant	26+	.100	.104	.108	.112	.116	.120

Cascade High School	Athletes	Years of Experience					
		1	2	3	4	5	6
		0 Yrs	1Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs
Wrestling							
Head Coach		.15	.156	.162	.168	.174	.180
1 st Assistant	13+	.100	.104	.108	.112	.116	.120
2 nd Assistant	25+	.100	.104	.108	.112	.116	.120

Cascade High School	Athletes	Years of Experience					
		1	2	3	4	5	6
		0 Yrs	1Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs
Track							
Head Coach		.125	.130	.135	.140	.145	.150
1 st Assistant	20-30	.085	.088	.091	.094	.097	.100
2 nd Assistant	31-40	.085	.088	.091	.094	.097	.100
3 rd Assistant	40+	.085	.088	.091	.094	.097	.100

Cascade High School	Athletes	Years of Experience					
		1	2	3	4	5	6
		0 Yrs	1Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs
Baseball							
Head Coach		.125	.130	.135	.140	.145	.150
1 st Assistant	12+	.085	.088	.091	.094	.097	.100
2 nd Assistant	25+	.085	.088	.091	.094	.097	.100

Cascade High School	Athletes	Years of Experience					
		1	2	3	4	5	6
		0 Yrs	1Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs
Fastpitch							
Head Coach		.125	.130	.135	.140	.145	.150
1 st Assistant	12+	.085	.088	.091	.094	.097	.100
2 nd Assistant	25+	.085	.088	.091	.094	.097	.100

Cascade High School	Athletes	Years of Experience					
		1	2	3	4	5	6
		0 Yrs	1Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs
Tennis							
Head Coach		.125	.130	.135	.140	.145	.150
1 st Assistant	18+	.085	.088	.091	.094	.097	.100
2 nd Assistant	40+	.085	.088	.091	.094	.097	.100

Cascade High School	Athletes	Years of Experience					
		1	2	3	4	5	6
		0 Yrs	1Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs
Soccer							
Head Coach		.125	.130	.135	.140	.145	.150
1 st Assistant	16+	.085	.088	.091	.094	.097	.100
2 nd Assistant	35+	.085	.088	.091	.094	.097	.100

Cascade High School	Athletes	Years of Experience					
		1	2	3	4	5	6
		0 Yrs	1Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs
Golf							
Head Coach		.12	.125	.130	.135	.140	.145
1 st Assistant	10+	.080	.083	.085	.088	.091	.093

Cascade High School	Athletes	Years of Experience					
		1	2	3	4	5	6
		0 Yrs	1Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs
Cheerleading							
Head Coach		.065	.069	.073	.077	.081	.085

Icicle River Middle School

Icicle River MS	Athletes	Years of Experience					
		1	2	3	4	5	6
		0 Yrs	1Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs
Football							
7 th Head Coach		.080	.084	.088	.092	.096	.100
8 th Head Coach		.080	.084	.088	.092	.096	.100
1 st Assistant (7 th or 8 th)	16+	.050	.054	.058	.062	.066	.070

Icicle River MS	Athletes	Years of Experience					
		1	2	3	4	5	6
		0 Yrs	1Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs
Volleyball							
7 th Head Coach		.065	.069	.073	.077	.081	.085
8 th Head Coach		.065	.069	.073	.077	.081	.085
1 st Assistant (7 th or 8 th)	16+	.045	.049	.053	.057	.061	.065

Icicle River MS	Athletes	Years of Experience					
		1	2	3	4	5	6
		0 Yrs	1Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs
Cross Country							
Head Coach		.065	.069	.073	.077	.081	.085
1 st Assistant	16+	.045	.049	.053	.057	.061	.065

Icicle River MS	Athletes	Years of Experience					
		1	2	3	4	5	6
		0 Yrs	1Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs
Fastpitch							
7 th Head Coach	12	.065	.069	.073	.077	.081	.085
8 th Head Coach	12	.065	.069	.073	.077	.081	.085
1 st Assistant (7 th or 8 th)	21+	.045	.049	.053	.057	.061	.065

Icicle River MS	Athletes	Years of Experience					
		1	2	3	4	5	6
		0 Yrs	1Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs
Wrestling							
Head Coach		.065	.069	.073	.077	.081	.085
1 st Assistant	15+	.045	.049	.053	.057	.061	.065

Icicle River MS	Athletes	Years of Experience					
		1	2	3	4	5	6
		0 Yrs	1Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs
Basketball							
7 th Head Coach		.065	.069	.073	.077	.081	.085
8 th Head Coach		.065	.069	.073	.077	.081	.085
1 st Assistant (7 th or 8 th)	15+	.045	.049	.053	.057	.061	.065

Icicle River MS	Athletes	Years of Experience					
		1	2	3	4	5	6
		0 Yrs	1Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs
Track (7th-8th)							
Head Coach		.065	.069	.073	.077	.081	.085
1 st Assistant	16+	.045	.049	.053	.057	.061	.065

Icicle River MS	Athletes	Years of Experience					
		1	2	3	4	5	6
		0 Yrs	1Yr	3 Yrs	5 Yrs	7 Yrs	9 Yrs
Soccer (7th-8th)							
Head Coach		.065	.069	.073	.077	.081	.085
1 st Assistant	18+	.045	.049	.053	.057	.061	.065

The number of teams and coaches is the desired number for present conditions and may vary each year based upon student turnout, coach availability, and facilities.

The District shall review numbers each season to determine the need to add or reduce staff. When numbers move outside the desired range, the District shall meet with the head coach involved and discuss solutions. The District shall then make a written recommendation to the Superintendent. The Superintendent shall take such recommendation into consideration and

make the decision. When numbers fall below the minimum, coach(es) and/or team(s) may be reduced. When numbers exceed the maximum, coach(es) and/or team(s) will be added provided that competition is available for them.

In any event when a coach is added or deleted he/she will receive compensation on a per diem basis for time served. Generally speaking the first coach deleted shall be the assistant coach with the least seniority and proceed upward with the head coach being the last deleted. If reduction of staff is necessary, it shall be based upon the seniority of the assistant coaches within the activity at that level. The last position to be eliminated shall be that of head coach/director.

Cascade School District Non-Athletic Activities Position Schedule

ACTIVITY	1 0 YRS	2 1 YR	3 3 YRS	4 5 YRS	5 7 YRS	6 9 YRS
HS – SCIENCE BOWL - HEAD	.022	.025	.028	.031	.034	.037
KNOWLEDGE BOWL- HEAD	.066	.069	.072	.075	.078	.081
MATH IS COOL- HEAD	.011	.014	.017	.02	.023	.026
MS – YEARBOOK - HEAD	.020	.023	.026	.029	.032	.035
HS – SPEECH & DEBATE	.075	.078	.081	.084	.087	.090
**HS CLASS ADVISOR	\$750					
**GRADUATION ADVISOR	\$750					
ROBOTICS - HEAD (all levels) *per team	\$500					
ALPINE – ASB ADVISOR	\$1000					
AUDITORIUM COORDINATOR *outside activities/groups work hours will be paid at curriculum rate	\$5031					

*DRAMA STIPENDS WILL CHANGE BASED UPON THE PRODUCTION AND WILL BE NEGOTIATED YEARLY.

The District sponsors three different drama performances each year that may vary in complexity and skill levels.

The three performances are:

- CHS Fall Play
- IRMS / CHS March Musical
- Elementary IRMS Spring Play

The total amount available for the Dramas Stipends shall be .56 of the base. It will be the responsibility of the Speech and Drama Coach and District Business Manager to allocate this total among the combined positions needed in the fall of each year based upon the complexity of the performances.

**The HS Class and Graduation Advisor positions may be filled by another employee group if there are no certificated employees interested in serving in those positions.

APPENDIX C

Grievance addressed to:

Copies to:

- Immediate Supervisor
- Superintendent
- Association Representative
- Association President
- Grievant

FORMAL GRIEVANCE

Grievant:

School: _____ Position:

Supervisor:

PRIOR PROCEDURAL STEPS TAKEN BY GRIEVANT:

STATEMENT OF GRIEVANCE:

SECTION(S) OF CONTRACT VIOLATED:

RELIEF SOUGHT:

Signature of Grievant Date

POSTING REQUEST FORM

PLEASE CONSIDER THIS MY OFFICIAL REQUEST TO BE NOTIFIED OF POSTINGS.

I WISH TO BE NOTIFIED OF:

- G ALL POSITIONS
- G COACHING POSITIONS
- G ACTIVITY POSITIONS
- G MIDDLE/ELEMENTARY POSITION(S)
 - 1.
 - 2.
 - 3.
- G HIGH SCHOOL POSITION(S)
 - 1.
 - 2.
 - 3.
- G OTHER (Specify)

NOTICE TO EMPLOYEES: THIS REQUEST SHALL REMAIN VALID AND IN EFFECT UNTIL
THE NEXT MARCH 15TH.

EMPLOYEE'S SIGNATURE:

DATE: