

2014-2017

Agreement Between

Wahkiakum School District

And

Wahkiakum County Extracurricular Association

Preamble:

This Collective Bargaining Agreement hereinafter referred to as the “Agreement” is made and entered into by and between Wahkiakum School District No 200, hereinafter referred to as the “District,” and Wahkiakum County Education Association/Extracurricular Association and its affiliates, Washington Education Association and National Education Association, hereinafter referred to as the “Association.”

WHEREAS, the parties, pursuant to Chapter 41.56 RCW, have reached certain agreements on wages, hours, and terms and conditions of employment, which they desire to confirm in this document. In consideration of the following covenants, it is hereby agreed as follows:

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ARTICLE I – ADMINISTRATION

1.01 **Recognition:**

A. The District recognizes the Association as the exclusive bargaining representative of all employees who conduct extracurricular activities and perform related assignments as identified in Appendix A, with the exception of all supervisory and/or confidential employees who conduct those activities and perform those assignments.

B. The District Recognizes the Wahkiakum County Education Association as the exclusive bargaining agent for all employees and shall not recognize or bargain with any other employee organization seeking or claiming to represent employees unless such organization has been certified by the PERC as the exclusive bargaining agent for employees.

1.02 **Status of the Agreement:**

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

B. All wages, hours, terms and conditions of employment will remain in full force and effect until the effective date of a subsequent agreement, not to exceed one year from the termination date stated in the Agreement; provided however, both parties can mutually agree to exclude certain provisions; provided further, provisions within the Collective Bargaining Agreement with separate and specific termination dates are excluded and continue in full force and effect until the specific termination dates.

1.03 **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 this Agreement, or any application of the Agreement to an employee or group of employees covered hereby shall be found contrary to law, 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.

1.04 **Distribution of Contract:**

Following ratification signing of this Agreement the District shall print the Agreement. The cost of the printing and distributing of the Agreement shall be borne by the District and the Association. The Association shall distribute to all employees copies of this Agreement. Five (5) additional copies shall be provided to the Association. All employees new to the District shall be provided a copy of the Agreement by the District upon their date of hire and such Agreement shall be available for review to all applicants for classified positions.

1.05 **Agreement/Administration/Interpretation:**

Upon request by either party, the Association officials and District administrators shall meet to discuss school problems relating to interpretation or compliance with its Collective Bargaining Agreement or other problems. When a request is made, the meeting shall be held in a timely manner.

1.06 **Definitions:**

A. ASSOCIATION - The Wahkiakum County Extracurricular Association is an affiliate of the Washington Education Association, National Education Association and WEA Lower Columbia UniServ Council.

B. EMPLOYEE - An individual who is a member of the bargaining unit as set out in this Agreement.

C. EXTRA -CURRICULAR - Coaching and activities which do not require a teaching certificate are listed on Appendix A and paid as agreed to in Appendix B.

D. DAYS - unless otherwise noted, day/days, refers to days in which school is in session and is exclusive of weekends, holidays and vacations or school breaks. During the period following the last school day in June and the first school day in the fall, the term "day" shall mean weekday.

ARTICLE II – BUSINESS

2.01 Membership:

A. Membership fees will be collected from non-WCEA members and non-agency fee payers on a voluntary basis. The fees will be distributed to the WEA Lower Columbia UniServe Council. The membership fee schedule will be provided to the District by the Association annually by September 15 and the District will make a one-time dues deduction per extracurricular employee.

2.02 Association Rights:

A. The Association shall be provided with sections of bulletin boards for the purpose of posting Association materials at each work site. The Association shall also have the right to use the school mails and school mailboxes to distribute Association material.

B. The Association shall have the right to use school facilities for meetings and school equipment in the same manner as other individuals and organizations.

C. Association agents shall be permitted to transact Association business on school property at times not associated with work.

ARTICLE III – PERSONNEL

3.01 Due Process:

A. It is understood and agreed to that all assignments and or activities covered under this agreement will be under supplemental contract status. Each contract will be issued pursuant to R.C.W. 28A.405.240 and will not be a continuing contract within the scope of R.C.W. 28A.405.210.

B. During the duration of the supplemental contract, no employee shall be disciplined or adversely affected without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing.

C. The District agrees to follow a policy of progressive discipline and disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. Severe inappropriate action on the employee's part could result in immediate removal from assignment, however.

3.02 Complaints Concerning Staff or Programs:

A. Most complaints can be resolved by informal discussion between the citizen, staff member, athletic director and/or principal. Should the matter not be resolved, the athletic director and the principal shall attempt to resolve the issue through a conference with the citizen and the staff member.

B. The following procedures apply to the processing of a complaint which cannot be resolved in the manner described above:

1. If the problem is not satisfactorily resolved at the building level, the citizen should file a written complaint with the Superintendent which describes the problem, and a suggested solution. The Superintendent should send copies to the principal and staff member.
2. The principal and staff member shall respond to the superintendent in writing or in person.
3. The superintendent shall then attempt to resolve the matter through a conference with the citizen, staff member, and principal.
4. If the matter is still not resolved, the superintendent shall present the issue to the Board. If the complaint is against a staff member, the complaint shall be handled in executive session in the presence of the staff member. The Board shall attempt to make a final resolution of the matter. Any formal action by the Board must take place at an open meeting.

3.03 **Employee Rights:**

The District hereby agrees that employees shall have the rights freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under code of law of the State of Washington, the District undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Washington or the Constitutions of Washington and the United States; that it will not discriminate against any employee with respect to hours, wages, or conditions of employment by reason of her/his membership in the Association, his/his participation in any activities of the Association or collective negotiations with the District, of his/his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

3.04 **Sexual Harassment:**

Wahkiakum School District is committed to a positive and productive education and working environment free from discrimination, including sexual harassment. The District prohibits sexual harassment of students, employees and others involved in school district activities.

3.05 **Letter of Intent:**

A. Within two weeks after the completion of a season or activity, the District will issue a letter of intent to the coach/advisor provided the District is planning to offer a supplemental contract to the coach/advisor for the following year. It is understood that if the District is unable to offer the program due to financial constraints that the position will not be filled and the letter of intent will be cancelled.

B. If the letter of intent is offered, the coach/advisor will have ten business days to sign and return the letter to the District office. If after ten days the letter is not returned, then it is understood the coach/advisor has no intention of returning to the position and the District will post the position as vacant.

3.06 **Extracurricular Vacancies:**

A. Posting: All vacancies (including new positions) occurring during the work year shall be reported to the members. Notices will be distributed using the District mailing system and will be at least five days in advance of the position closing. Certificated employees will receive first consideration for coaching/advising positions, as they become vacant.

B. The head coach/advisor will be a participant in the hiring of assistance coaches/advisors for their sport/activity. Applicants may submit letters of recommendation if they so choose. The District maintains the right to final decisions on hiring.

3.07 **Personnel Files:**

A. Employees shall upon request, have the right to inspect all contents of their complete personnel files. Anyone at the employee's request may be present in this review.

B. Any derogatory material not shown to an employee within five (5) days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. No evaluation, correspondence, or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee's signed acknowledgment and opportunity to attach his/her own comments.

3.08 **Extended Sport Season:**

A. When athletic teams and/or athletes qualify for post season participation, a stipend will be paid. The stipend will be broken into two pool groups according to the type of athletic teams participating. The stipend will be given to both the head and assistant coaches based on the following payment schedule:

B. Those teams in pool A will be given weekly stipends for those weeks of participation beyond the first district league play through their final participation to a maximum of three weeks for football and basketball and two weeks for baseball, softball, and volleyball.

<u>Pool A</u>	<u>Eligible Weeks</u>
Football	3
Basketball	3
Volleyball	2
Baseball	2
Softball	2
Head Coach	\$120.00 per week
Assistant Coach	\$ 80.00 per week

C. Participants in pool B will receive smaller stipends due to individual participation among athletes. Participation will be based on a maximum of two weeks including state competition.

<u>Pool B</u>	<u>Eligible Weeks</u>
Cross Country	1
Golf	1
Wrestling	2
Track & Field	2
Cheerleading Advisor	3
Head Coach	\$60.00 per week
Assistant Coach	\$40.00 per week

3.09 **Training/In-Service:**

A. The District will provide first aid training at its expense at least once a year. Employees failing to participate in such training will be on their own to ensure that their first aid certificate is kept current. All employees are required to have current first aid certification.

B. The District is supportive of employees keeping abreast of the latest strategies and techniques specific to their sport/activity. To that end the District will pay for one conference registration (not to exceed \$100) per year per paid employee. A District car will be provided for transportation as long as the conference is within reasonable driving distance (District will determine reasonableness). A stipend of \$50 per night (not to exceed two nights) per coaching staff (\$100 per night if both males and females make up the coaching staff) will be allowed for lodging. Employees will be on their own for meals. Any additional assistance will be at the total discretion of the District.

C. Requests for such training will be made to the building principal.

3.10 **Clock Hours**

A. All coaches in the association will follow the regulations for clock hours as described in the WIAA handbook.

3.11 **Coaches Handbook**

A. Coaches are expected to adhere to the language within the Coaches Handbook providing it does not conflict with other items of this contract.

3.12 **Annual Coaches Meeting**

A. In the event that the district opts to conduct an annual coaches meeting, coaches will be expected to attend. Reasonable effort will be made by the District to schedule the meeting at a date and time conducive to coaches' schedules.

1. Coaches will receive at least two (2) weeks advance notice of the meeting.
2. Coaches who are unable to attend due to circumstances beyond their control can be excused by District administration.
3. Coaches will receive WIAA clock hours for this meeting in order for them to meet the required clock hours as specified in this contract.

ARTICLE IV - DISPUTE RESOLUTION

4.01 **Dispute Resolution Process:**

The following procedure has been established for resolving a complaint filed by an employee:

A. Step One:

1. The employee shall present the complaint in writing to his/her immediate supervisor within 15 days of the action or incident. The written statement of the complaint shall contain:

- a. The facts upon which the complaint is based as the employee who is filing the complaint sees them,
- b. A reference to the Section(s) of this Agreement which have allegedly been violated, and
- c. The remedies sought.

2. The employee shall discuss this complaint with his/her immediate supervisor. If the complaint is against an administrator or another staff member, such individual shall be present at the meeting to present the facts as he/she sees them. A sincere effort shall be made to resolve the complaint at this level. If the aggrieved employee does not appeal the complaint to the superintendent within 10 days of the aggrieved person's meeting with his/her immediate supervisor, the complaint shall be waived.

B. Step Two:

1. The superintendent shall, within 10 days of the receipt of the complainant's appeal, meet with that employee to hear his/her claim. If the complaint is against an administrator or another staff member, such individual shall be present at the hearing to present the facts as he/she sees them.

2. The superintendent shall render a decision regarding the appeal within 10 days of the appeal hearing. If the complainant does not appeal the superintendent's decision to the Board through the superintendent within 10 days, the complaint is waived.

C. Step Three:

1. If the complainant appeals his/her complaint to the Board as provided, the Board shall hold a hearing within 10 days to hear the appeal of the superintendent's decision. At the appeal before the Board, counsel may accompany the complainant if the complainant wishes. If administrators or other staff are involved, they shall be present at the hearing to present the facts as he/she sees them. The Board shall, within 15 days of the complaint hearing, present its decision with respect to the complaint. The Board's decision as representatives of the electorate of the District shall be considered final.

ARTICLE V – DURATION

This Agreement shall be effective upon ratification by the Board and the Association and shall remain in effect through August 31, 2017, except as provided below:

1. Extra-curricular salaries shall be open for negotiations for the 2017-2018 school year during the spring of the year. Appendix B is the salary schedule for 2014-2017.
2. By mutual consent of both parties, negotiations may be opened for other issues.

Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the contract expiration date.

FOR THE ASSOCIATION

FOR THE DISTRICT

President

Superintendent

Date

Date

APPENDIX A

WAHKIAKUM EXTRA - CURRICULAR ASSOCIATION

Position

Head HS Football
Head HS Girls Basketball
Head HS Boys Basketball
Head HS Baseball
Head HS Softball
Head HS Track
Head HS Volleyball
Pep Band Advisor
Head HS Wrestling
Head HS Cross Country
Head HS Golf
Asst. HS Football
Asst. HS Girls Basketball
Asst. HS Boys Basketball
Asst. HS Baseball
Asst. HS Softball
Asst. HS Track
Asst. HS Volleyball
Asst. HS Wrestling
HS Cheerleading Advisor
MS Football
MS Track
MS Volleyball
MS Wrestling
7th Grade Boys Basketball
8th Grade Boys Basketball
7th Grade Girls Basketball
8th Grade Girls Basketball
Asst. MS Football
Asst. MS Track
Asst. MS Volleyball
HS Annual
GS Yearbook
HS Drama
HS Honor Society
HS Knowledge Bowl

**Wahkiakum School District
Activity Assignment Pay Schedule 2014-2017**

Group A

HS Head Football
HS Head Basketball
HS Head Volleyball
HS Head Track
HS Head Baseball
HS Head Softball
HS Head Wrestling

Group B

HS Asst. Football
HS Asst. Basketball
HS Asst. Volleyball
HS Asst. Track
HS Asst. Baseball
HS Asst. Softball
HS Asst. Wrestling

Group C

MS Head Football
MS Head Volleyball
MS Head Basketball
MS Head Track
MS Head Wrestling
Cross Country
Golf

Group D

MS Asst. Football
MS Asst. Volleyball
MS Asst. Basketball
MS Asst. Track
MS Asst. Wrestling

Group E

Cheerleading (F&W)

Group F

Pep Band

<u>ACTIVITY</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Group A	3308	3508	3758	4058	4408
Group B	1921	2121	2371	2671	3021
Group C	1317	1517	1767	2067	2417
Group D	1220	1395	1595	1820	2080
Group E	2624	2824	3074	3375	3724
Group F	1650	1850	2100	2400	2750

HS Annual - \$1250

Drama - \$1200 (\$600 per production)

HS Knowledge Bowl - \$1100

HS Honor Society - \$330

A. A C Squad Salary will be mutually determined based on the length of the season and number of games.

B. The individual with the responsibility of coordinating the GS Yearbook will be paid an hourly rate of \$10.00 for every hour worked outside of the regular school day. Hours must be pre-approved by the building principal.

C. In general, experience means experience in that specific coaching/advising assignment. However, there are two exceptions:

1. An individual who is “stepping down” in responsibility will be credited with years of experience as long as that experience is in the same sport. For example, an individual has been the HS Head Football Coach for five years. He then becomes the MS Head Football Coach. That individual will be placed on Step 5 of the MS Head Football Coach salary schedule.
2. An individual who is “stepping up” in responsibility in the same sport, does not get experience credit unless the “stepping up” would result in a reduction in pay. In that situation, the individual will be placed on the lowest step that does not result in a loss in pay. For example, an individual has been the MS Head Football Coach for five years. He was making \$2200. He then becomes the HS Football Asst. Coach. He would be placed on Step 3 of the HS Football Asst. Coach salary schedule, or \$2300, because Step 1 and Step 2 would have both resulted in a loss of pay. (The salaries described in part D may or may not reflect the salaries listed in the pay schedule)

***See Addendum A to this Appendix**

Addendum A

Positions may or may not filled from year to year at the discretion of the District. Positions may be added by the mutual consent of both parties. Coaches/advisors who resign during the interim will have their stipend prorated. In the event a program does not have sufficient number of participants (as determined by the District) and the supplemental contract has been signed by both the District and the employee, the stipend will be adjusted as follows: If no more than 10 practice days have transpired, the stipend will be adjusted to 25%. If less than 1/4 of the season has been completed, the stipend will be adjusted 40%. If between 1/4 and 1/2 of the season has been completed the stipend will be adjusted to 75%. If more than half the season has been completed, there will be no adjustment made to the stipend.

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