

Collective Bargaining Agreement

Washougal School District 112-6 And
Washougal Activities Association (WAA)

September 1, 2020 - August 31, 2022



Collective Bargaining Agreement
Washougal School District 112-6
Washougal Activities Association

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ARTICLE 1 - Preamble

A. **Names of the Parties**

This Agreement is entered into between the Board of Directors on behalf of Washougal School District 112-6, Clark County, Washington, herein referred to as the WSD Board and the Washougal Activities Association (WAA), herein referred to as the *Association*, affiliated with WEA and NEA.

B. **Intent**

The intent of this agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages and identified conditions of employment for personnel in the bargaining unit.

C. **Contract Status**

The purpose of this agreement is to promote a harmonious relationship among the parties and to provide a fair and equitable resolution to differences. To this end, the express terms of this collective bargaining agreement supersede any school district policies or regulations to the contrary.

D. Modification

This Agreement shall not be modified except by written agreement between the Association and the Board.

ARTICLE 2 - Recognition

A. Representation

In response to Public Employees Relation Commission (PERC) Decision 8227 - PECB, and pursuant to Chapter 41.56.040 of the Revised Code of Washington (RCW), the Washougal School District (District) recognizes the Washougal Activities Association (WAA) as the bargaining representative for all employees included in the bargaining unit as described below:

All employees who conduct extracurricular activities in the Washougal School District for which no certification is required, excluding supervisors, confidential employees, certificated employees when performing as such, casual employees and all other employees.

B. Definitions of Employment Status

Positions within the bargaining unit are as defined by the PERC recognition clause.

C. Status of the Agreement

Nothing contained herein shall be construed to deny, restrict, or diminish any rights an employee may have under the laws of the State of Washington and of the United States or other applicable regulations. The terms of this agreement supersede any rules, regulations, policies, or practices of the District which are contrary to or inconsistent with its terms and all terms and conditions of employment that were in place prior to the date of this agreement are replaced by the terms of this agreement. The District retains the right to alter terms and conditions of employment so long as the terms of this agreement are not violated.

D. Compliance of the Agreement

1. Individual service contracts issued to members of the bargaining unit will contain no provisions that violate any section of this Agreement.

2. Any individual service contract of members of the bargaining unit hereinafter executed shall state that it is subject to the terms of this and subsequent agreements between the Board and the Association.
3. If any individual service contract of members of the bargaining unit contains any language inconsistent with the Agreement, this Agreement shall be controlling.

E. Contract Administration

The Association representative(s) and the superintendent, or his/her designee, agree to meet to discuss the matters of mutual concern providing that the party desiring the meeting notify the other at least five (5) days in advance and that matters to be discussed are presented at that time.

F. Conformity to Law

Should any portion of this agreement be identified as being contrary to law by any court or administrative agency including the State Auditor or the State Attorney General, said portion of the agreement shall be considered as deleted from the agreement. The parties will return to re-negotiate replacement language.

G. Distribution of Contract

1. Prior to general distribution, and no later than fifteen (15) days after ratification by both parties, the District and Association shall sit down together and proofread the Agreement. The Association and the District shall be mutually responsible for accurate wording. Any errors discovered after distribution shall be corrected within five (5) days after error is found, and after both parties are made aware of such error.
2. Within the thirty (30) days of the ratification of this Agreement, the District shall print and furnish to the Association one (1) copy for each currently serving as a staff employee plus one (1) for each estimated new hire during the duration of the Agreement. The cost of all copies requested beyond the above shall be paid by the requesting party. The District shall have available a copy of the Agreement in the Athletic Director's and District Administrator's office for all employees to review.
3. The Association shall distribute the Agreement to current members, the Athletic Director, and the District. An appointed designee shall distribute the contract to new hires; furthermore, two (2) copies of the Agreement shall be placed with the secretary of each building.

H. Reopener Clause

1. The parties acknowledge that each has had the unlimited right and opportunity to make proposals. The results of the exercise of that right are set forth in this Agreement.
2. This Agreement shall be reopened for amendment only by mutual consent of both parties. Requests for such amendment by either party must be in writing; moreover, they must include the summary of the proposed amendment.

I. Management Rights and Responsibilities

It is agreed that all terms and conditions of employment that were in place prior to the date of this agreement have been replaced by the terms of this agreement. In addition to all powers, rights and authority vested in it or implied by the laws and constitution of the State of Washington, the employer reserves the right to determine the qualifications of employees and the quality of their work performance, the right to establish, change, combine or eliminate positions and job classifications, the right to discipline and discharge employees, the right to implement changes in conditions of employment not expressly stated herein. The District retains all of its rights except as those rights are expressly relinquished within this agreement.

J. Duration of Agreement

This Agreement shall be effective September 1, 2020 and shall continue in full force and effect until August 31, 2022.

ARTICLE 3 -Association Rights

A. Access

Representatives of the Washougal Activities Association shall be permitted to meet with extra-curricular personnel before school, during lunch periods, and after school, provided there is no conflict in scheduling such meetings.

B. Association Privileges

1. The Association may use District buildings for lawful meetings at reasonable times during non-duty hours, provided that such meetings shall not interfere with the normal school operations and that the Association shall be responsible for security and damages.
2. The Association shall have the privilege of posting lawful notices of meetings and information of concern to members on bulletin boards in the faculty rooms.
3. Intra-district mail facilities may be used for distribution of Association lawful communications so long as such communications are labeled as Association materials and contain the name of the authorizing Association official and are not slanderous to any individual or group.
4. The District shall make available to the Association upon request public documents under RCW 42.17. Copies shall be furnished for a nominal charge.
5. Meetings with employees requested by the Superintendent or other District administrators for the processing of a grievance during the school day shall be held with no loss of pay to the employee.

ARTICLE 4 -Employee Rights

A. Personnel Files

Upon request, and by prior appointment, an employee shall have the opportunity to review the contents of his/her permanent district, or work site personnel files and copy, at the employee's expense, materials within the files. Any review of the personnel file by an employee or such other persons officially designated by the employee, will be supervised by a district representative. Nothing in the file may be removed, changed or destroyed by the employee, however, the employee shall have the right to make a written statement related to any evaluation, reprimand, charge, action, or any matter placed in the personnel file.

There will be only one permanent district personnel file on each employee. An employee's supervisor may maintain a supervisory file at his/her work site for the duration of the employee's assignment. At the conclusion of the season any documents not retained by the district for inclusion in the employee's permanent district personnel file will be destroyed, or returned to the employee.

B. Protection Under Law

Unless specifically stated, nothing in this agreement shall be construed to deny employees their constitutional or statutory rights under the Laws of Washington and The United States.

C. Personal Life

Personal life of a member of the bargaining unit is not an appropriate concern of the Board except when it affects the employee's fitness for, or performance of his/her duties, or is detrimental to the District's fulfillment of its mission.

D. Due Process

Employees are subject to disciplinary action appropriate to the infraction, ranging in severity from oral reprimand, up to and including dismissal from the position. For action that occurs during the terms of their individual supplemental contract no employee shall be disciplined without cause and such discipline shall be in private.

Whenever an employee is questioned by a supervisor for the purpose of seeking information that may be used as the basis for discipline, the employee shall be advised that he/she is entitled to request and to have a representative of the Association or legal representative present at any meeting relating to such discipline.

All information forming the basis for any discipline shall be made available in writing to the employee and, upon approval and/or request of the employee, to the Association.

Derogatory material which is not part of the evaluation of an employee shall not be kept in the employee personnel file more than (5) years from the date of entry, unless required by law.

Any complaint made against an employee that is not called to the attention of the employee within ten working days may not be used as the basis for any disciplinary action against the employee.

E. Assignments and Vacancies

All vacancies shall be publicized by position and level through a District-Wide written notice and will be advertised using district employment application.

For vacancies that develop within the District, personnel presently employed by the District shall receive first consideration concerning their credentials and preparations, but are not guaranteed the position.

F. Head Coach

If there is a head coach vacancy all of the assistant coach positions within that program will be hired after the head coaching position is filled. The head coach will work with the Athletic Director in filling the assistant coach positions.

ARTICLE 5 - Health and Safety

Employees shall not be required to work under unsafe or hazardous conditions or be asked to perform tasks that endanger their health, safety, or well-being. Any unsafe or hazardous condition will be reported to the site safety committee.

ARTICLE 6 - Grievance Procedure

A. Definition

A grievance is a specific complaint that a dispute or disagreement of any kind exists involving the interpretation of, or application of, the terms of this agreement. Days in this article refer to working days and a working day is when school is in session.

B. Grievance Procedure [See Appendices A]

1. Level One- Informal Conferences

- a. In the event an employee believes that a grievance exists, they shall discuss the matter with either their supervisor or athletic director within fifteen (15) days of the occurrence of the event.
- b. If the grievant(s) intends to bring a representative to the Level One informal conference, the grievant(s) shall schedule the grievance meeting with the supervisor/coordinator and/or athletic director at least twenty-four (24) hours in advance and state that a representative will be attending. The supervisor/coordinator/athletic director may, in that case, have another representative in attendance.

2. Level Two – Superintendent/Designee

If the aggrieved party is not satisfied with the disposition of the grievance at Level One, within seven (7) days the grievance may be submitted to the superintendent. The superintendent, or his/her designee, shall file a written decision within seven (7) school days after the close of the conference. If the superintendent, or his/her designee has not responded within the seven school day period, then the grievant is granted the petition's solution by default.

3. Level Three - School Board [Appendix A.3]

If the aggrieved party is not satisfied with the disposition of the grievance at Level Two, the grievant may, within seven (7) school days after receipt of the written decision by the superintendent, request in writing a grievance hearing before the Board. Such hearing will be scheduled within thirty (30) days of the request.

Written responses from the District to the grievant(s) in Level Two and Three will be hand delivered and/or sent certified mail.

ARTICLE 7 -Nondiscrimination Policy

The District will provide equal employment opportunity and treatment for all applicants and staff in recruitment, hiring, retention, assignment, promotion and training. Such equal employment opportunity will be provided without discrimination 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 dog guide or service animal by a person with a disability.

ARTICLE 8 - Working Conditions

A. Length of Season and Extended Season

The length of the season and the number of contests will be determined by the Washington Interscholastic Activities Association, the Greater St. Helens League, in consultation with District Administration.

Athletic team coaches (including Rally Coach) and individual coaches of participants whose season is extended to participate in district, regional, and/or state competition will be compensated in an amount equal to 5% of their contract per week of post-season competition.

B. Labor Management Meetings

Labor management meetings between representatives of the Association and District Administration may be requested by either party, in writing, for discussion and resolution of problems arising out of the implementation of this agreement, or when either party desires to resolve inequities not covered herein.

ARTICLE 9 - Employee Evaluation

A. Any coaching evaluations shall be reduced to writing and submitted to the District Administrator by the Athletic Director.

B. Employees may attach written comments to the evaluation for inclusion in their personnel file.

C. The Association may make suggestions regarding the evaluation program.

D. All employees will be informed of the criteria, standards, and processes to be used in the evaluation program by the Athletic Coordinator/designee prior to the start of the fall, winter and spring season.

E. Evaluations shall be completed by the assigned supervisors of each coach/advisor. The employee and supervisor shall review and sign the evaluation. A meeting with the coach/advisor will follow an observation/evaluation of any practice/event done during the course of the season where written feedback will be provided to the coach/advisor.

F. Building Administration will evaluate all club, class, and activity advisors.

ARTICLE 10 - Media Association

A. Employees will conform to the school district procedures set forth by the District/Building/Athletic Director for dealing with news and media representatives. Contest scores as well as club and class activities are to be called into the Camas Washougal Post Record, The Columbian, and The Oregonian as applicable.

B. Coaches will report results in a timely and professional manner.

C. Advisors will report significant events and contests in a timely and professional manner.

ARTICLE 11 - Extracurricular Employee Salaries

The salary schedule for 2020-21 is attached as Appendix B. The salary schedule for the 2021-22 school year will be determined based on the 2021-22 Implicit Price Deflator (IPD)

ARTICLE 12 - Salary Placement

A. Movement

1. Each year of service experience in the same activity will advance the coach or advisor one (1) step up on the activity schedule regardless of years of interruption.
2. When moving up from an assistant position to head position in the same activity, one (1) year's experience shall be recorded for every two years as an assistant. However, the new head coach will be placed on the salary schedule at a higher salary than he/she got as assistant coach.
3. When moving from an advisor, assistant, or head coach in an activity at the middle school to an assistant in the same activity at the high school, full experience will be granted.

B. Experience

1. Full out-of-district experience will be granted when placed in an identical activity within the district.
2. No distinction will be made between male and female activities in terms of experience within the activity.
3. A newly hired employee may be placed at a higher step on the salary schedule at the discretion of the district.

ARTICLE 13 - Contract Payment

The following options are available in terms of payment of extracurricular salaries:

1. Payment in full, in one lump sum at the end of the activity.
2. Payment in equal portions over the months the activity is conducted.
3. Payment in equal portions over the months that the activity is conducted and the remaining months of the school year.

ARTICLE 14 -Development and In-Service

A. A fund of \$2500 per year shall be made available to WAA members for participation in professional development activities related to the member's duties. Members may request up to \$200 per year for professional development. Requests will be considered by a committee of three (3) WAA representatives and one (1) District representative. Unused funds may carry over from year to year, however funds remaining at the end of this contract shall not carry over into the subsequent school year.

B. The development monies provided by the District, which are provided to help coaches stay current on state mandated coaching requirements, as set forth by the WIAA, can be used to pay for the following:

1. University credits
2. State recognized clock hours
3. Clinic costs including: visual and text materials, food, gas, and lodging

C. The District will pay for and provide First Aid/CPR classes held within the District to ensure that all employees have an accessible means of keeping their cards valid and accurate.

D. On the last day of school in June of 2022 unused monies under this Article will be determined, and representatives of the Association and District will meet to determine appropriate in-service activities for members of the Association using the remaining funds.

ARTICLE 15 - Evaluation Process

A. Assistant Coaching Evaluation

The supervisor/designee for each high school or middle school activity is responsible for submitting an evaluation on each assistant coach to the athletic director/athletic director designee. At the beginning of the season, the supervisor/designee and athletic director/athletic director designee will mutually agree on a reasonable timeline for the completion of the evaluation. The assistant must sign the coaching evaluation after a meeting between head coach and assistant coach has taken place. An assistant coach's signature does not necessarily mean that the evaluation was agreed upon. It simply represents the fact that the evaluation was seen.

B. Head Coaching Evaluation

The athletic director/athletic director designee will conduct a meeting, discussing the evaluation with the head coach, after the season. At the beginning of the season, the supervisor/designee and athletic director will mutually agree on a reasonable timeline for the completion of the evaluation. A head coach's signature on the evaluation does not necessarily mean that the evaluation was agreed upon. It represents the fact that the employee saw the evaluation.

C. Further Action

The evaluations, upon processing, are then passed only to the principal, superintendent, or designee for filing.

D. Re-hire

With a satisfactory evaluation, it is the intent of Management to recommend to the Board of Directors that this coach or advisor be rehired for the following season or school year.

ARTICLE 16 - Employee Freedom

A. The Association and the Board agree as follows:

1. Employees will have latitude in the selection of methodology and strategies provided the methods and strategies allow a student to reach the approved goals and objectives of the activity.
2. Employees should know the current trends in the respective activity or

athletic area of hire.

3. Employees will have the right to set expectations of participants over and above the minimum standards as outlined in the student handbook or athletic code in areas of behavior, sportsmanship, attire, and team travel, as long as the expectations are appropriate as relative to each activity.

ARTICLE 17 -Terms of Agreement

The Agreement shall be effective September 1, 2020 and shall continue in full force and effect until August 31, 2022.

David K. Harte
Washougal Activities Association President

Mary Smith
Washougal School District Superintendent

Date: 1/15/2021

Date: 2/4/2021

APPENDICES A
GRIEVANCE FORMS

Appendix A - Step 2 Grievance

Grievance

Decision by Superintendent/Designee

(To be completed by the Superintendent/Designee within seven (7) school days after the grievance was submitted to the Superintendent.)

Aggrieved Person:

Date of Formal Presentation: _____ (month/day/year)

Date of Appeal Received by Superintendent: _____ (month/day/year)

Date of Hearing held by Superintendent: _____ (month/day/year)

Decision of Superintendent and Reasons Therefore:

(type or print)

Date of Decision: _____

Signature of Superintendent: _____

Aggrieved Person's Response:

(To be completed by aggrieved within seven (7) school days of decision.)

____ I accept the above decision by the Superintendent.

____ I choose to appeal, in writing, to the School Board.

Date of Response: _____

Signature of Aggrieved: _____

Appendix A-Step 3 Grievance

Grievance

Determination of the Board of Directors

(To be completed by the School Board after the Board Meeting, to consider the pending grievance.)

Aggrieved Person:

Date of Formal Presentation: _____ (month/day/year)

Date of Request for Board of Hearing: _____ (month/day/year)

Date of Board Meeting: _____ (month/day/year)

Decision of the Board of Directors and Reasons Therefore:

(Decision shall be *final and binding* to grievant and the Board/District.)

Date of Decision: _____ (month/day/year)

Signature of Board Chair: _____

APPENDICES B - SALARY SCHEDULE

COACH SALARIES 2020-21	0	1	2	3	4+
Head Coach: Football, Basketball, Wrestling, Athletic Trainer (3 seasons)	5,194	5,545	5,931	6,335	6,765
Assistant Coach: Football, Basketball, Wrestling	3,775	4,033	4,310	4,606	4,922
Assistant Varsity Coach: Basketball	3,775	4,033	4,310	4,606	4,922
Head Coach: Volleyball, Baseball, Fastpitch, Soccer, Track	4,718	5,042	5,390	5,758	6,150
Assistant Coach: Volleyball, Baseball, Fastpitch, Soccer, Track; Weight Trainer (Summer Only)	3,228	3,447	3,686	3,940	4,206
Assistant Varsity Coach: Volleyball, Softball, Soccer and Baseball	3,228	3,447	3,686	3,940	4,206
Head Coach: Cross County, Tennis, Golf, Slow Pitch Softball, Dance (2 Seasons-Fall/Winter)	3,378	3,610	3,858	4,123	4,403
Assistant Coach: Cross Country, Tennis, Golf	2,313	2,470	2,639	2,821	3,012
Head Coach: Rally (Fall, Winter & Spring Try-outs, 10 hours)	6,606	7,033	7,497	7,991	8,511
Assistant Coach: Rally (Fall, Winter & Spring Try-outs, 10 hours)	4,624	4,924	5,249	5,594	5,959
Middle School Lead Coach (including Equipment)	2,832	3,026	3,234	3,453	3,691
Middle School Coach	2,360	2,524	2,695	2,878	3,076
Middle School ASB Advisor	2,087	2,178	2,247	2,391	2,554
High School ASB Advisor	2,560	2,671	2,756	2,815	3,132
Middle School and High School Knowledge Bowl	1,565				
High School Advisors: International Club, Honor Society	817	874	933	995	1,064
High School Class Advisor (Freshman, Sophomore, Junior & Senior)	1,022	1,092	1,164	1,248	1,331
WHS Yearbook	1,349	1,441	1,539	1,645	1,759
Unified Coach (per season)	1,500	1594	1697	1805	1920
High School Game Manager (Fall and Winter)	3,274				
High School Game Manager (Spring)	1,091				

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN WASHOUGAL ACTIVITIES ASSOCIATION AND THE WASHOUGAL SCHOOL DISTRICT NO. 112-6 PURSUANT TO ARTICLE 11 EXTRACURRICULAR EMPLOYEE SALARIES SALARY SCHEDULE OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Washougal School District and the Washougal Association of Educators agree to the following:

As a result of the COVID-19 State of Emergency, the length of the athletic seasons has been reduced. As a result of the truncated seasons, the stipends for coaches will be 70% of the amount on the salary schedule for the 2020-21 school year.

This Memorandum of Understanding shall become effective immediately upon signature of the parties, shall be retroactive to the first day of school in September of 2020, and shall remain in effect until August 31, 2022.

WASHOUGAL ACTIVITIES ASSOCIATION

WASHOUGAL SCHOOL DISTRICT

BY: David A Hajek
David Hajek, WAA President

BY: Mary Templeton
Dr. Mary Templeton, Superintendent

DATE: 1/27/21

DATE: 2/2/2021