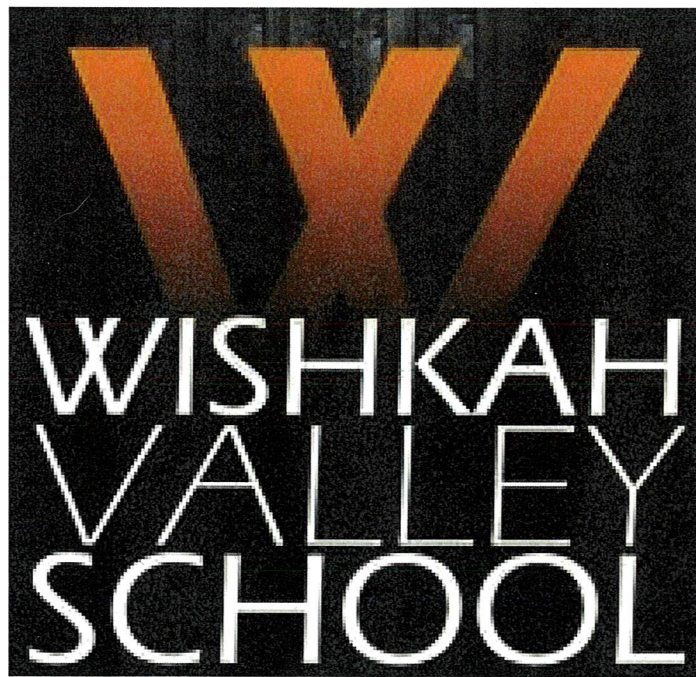


# **Wishkah Valley Activities Association (WVAA) Agreement**



*"Home of the Loggers and Loggerettes"*

**2022-2025**

## WVAA CONTRACT

### PREAMBLE

The agreement is made and entered into by and between the Wishkah Valley District No. 117 Board of Directors, hereinafter called the "District" and the Wishkah Valley Activities Association, hereinafter called the "Association," pursuant to RCW Chapter 41.56.

### ARTICLE I - CONTRACT ADMINISTRATION

#### SECTION 1 - RECOGNITION

The Board of Directors recognizes the Association as the exclusive bargaining representative for the bargaining unit consisting of all personnel employed for extra-curricular assignments that do not require a teaching or other certificate issued by the Office of the Superintendent of Public Instruction.

#### SECTION 2 - CONFORMITY TO LAW

The District and the Association agree that this agreement shall be binding on both parties except that if any section or provision is, or shall be, contrary to law, then such sections or provisions shall not be applicable, performed, or enforced, except to the extent permitted by law. The remainder of this contract shall not be affected thereby.

### ARTICLE II - ASSOCIATION RIGHTS

#### SECTION 1 – ACCESS

The Association and its representatives have the right to use District buildings for meetings to transact association business, provided such meetings are scheduled with the facilities coordinator and the building principal before they occur. No Association meeting shall have precedence over routine educational use or over previously scheduled use by other agencies.

The Association has the right to use the school mail and computer network to distribute Association materials.

### ARTICLE III - MANAGEMENT RIGHTS

#### SECTION 1

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. The District retains the right to maintain the efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by employees are to be conducted. The District retains the sole right of selection of new employees.

The right to make reasonable rules and regulations is an acknowledged function of the District.



## SECTION 2 – EVALUATION

Evaluative Criteria – Supplemental Positions: The Superintendent or his/her designee shall evaluate all persons holding extra-curricular contracts and shall direct the athletic director to evaluate all persons holding extra-curricular athletic coaching contracts under his/her supervision by:

- A. Having a conference within thirty (30) days of the close of the season to review the final written evaluation. The athletic director should receive all necessary input from the head coach prior to completing the evaluation of assistants. A satisfactory evaluation, in the absence of mitigating circumstances, assures the employee that the appointment for the position shall be submitted for School Board consideration along with all other supplemental contracts for the ensuing year. Evaluations shall be maintained in the appropriate personnel file.

## ARTICLE IV EMPLOYEE RIGHTS AND RESPONSIBILITIES

### SECTION 1 – NON-DISCRIMINATION CLAUSE

The District and the Association will act in lawful compliance with federal and state laws and regulations regarding non-discrimination of employees.

### SECTION 2 – RIGHT TO DUE PROCESS

No employee shall be disciplined, warned, reprimanded, suspended, reduced in rank or compensation or deprived of any professional advantage without just and sufficient cause. Non-renewal of a supplemental contract is not subject to just cause.

Nothing in this section shall limit the District in taking immediate and severe disciplinary action in cases of sudden and/or extraordinary behavioral or performance problems.

Any complaint of a disciplinary nature made against a unit member, and the name of the complainant will be brought to the attention of the member within five (5) working days. An exception to this requirement will be in the case where the complaint involves a serious violation of law and premature notification could jeopardize the necessary investigation. If an employee is not advised of the complaint in accordance with these standards, it may not be used in future disciplinary actions or evaluations.

An employee shall have a right to have present a representative of his/her own choosing in meetings regarding disciplinary action, discharge or non-renewal.

### SECTION 3 - JOB POSTINGS

Open positions shall be posted for a minimum of three (3) days in a designated posting area of the main school building and the school website. In the process of hiring new extracurricular staff included in this bargaining unit, the District will make every effort to include present staff in the interviewing process. The High School varsity coach/advisor will be involved in the interview and hiring process to fill vacancies with that staff whenever it is feasible.

#### SECTION 4 - RIGHTS OF EMPLOYEES IN THE BARGAINING UNIT

Employees shall have the right to self-organization, to form, join or assist employee organizations, to bargain collectively through representatives of their own choosing, and shall also have the right to refrain from any or all such activities. The parties agree they will not discriminate against any employee because of membership or non-membership in the Association or because of any lawful action taken within the established grievance procedure.

#### SECTION 5 - WORKMAN'S COMPENSATION

A: The District agrees to insure all employees as required under RCW Chapter 51, the Washington State Industrial Insurance Act (Workman's Compensation).

B: If an employee is injured on the job, he/she shall file an application for workman's compensation in accordance with state law.

C: He/she shall receive workman's compensation as determined by the Workman's Compensation Act.

#### ARTICLE V - EMPLOYEE RESPONSIBILITIES

Each employee will receive an employment contract with the School District. Each contract is subject to Washington State law. There are no provisions for automatically continuing any contract from one year to the next.

Individual employment contracts will be given to the employee each year for his/her acceptance and shall be signed and returned by the employee to the School District Superintendent's Office by the time and day specified. Failure to return the contract by the date specified shall be considered a rejection of the offered contract.

#### ARTICLE VI - ECONOMIC PROVISIONS

##### SECTION 1 - SALARY SCHEDULE

The salary schedule governing all positions is shown in Appendix A.

##### SECTION 2 - WORK SEASON

The work season is considered to begin one week before the official start of activities associated with that activity and end one week after the official close of activities. Activities governed by the Washington Interscholastic Activities Association (WIAA) will be governed by the official start of allowed practices and the state finals or playoffs in that activity.

Activities that run the length of the school year will be governed by the school calendar. Coaches will be prepared for student activities before the season begins. The athletic director will determine that the contract has been fulfilled when all equipment has been returned and inventoried.

Extracurricular contracts are subject to cancellation by the Superintendent, pending ratification by the Board of such action in the event: (1) The WIAA or state or local health authorities with



jurisdiction cancel all activities for the sport/activity in question in advance or during the season due to COVID-19 or other health emergency; or (2) Extracurricular contracts are also subject to cancellation by the Superintendent, pending ratification by the Board of such action, in the event there are insufficient students/participants turning out for the sport or activity to qualify for WIAA regulated (i.e. varsity) participation or, in the judgment of the Superintendent following consultation with the coaches involved, insufficient students/participants to justify the cost of offering the sport or activity. In the event of cancellation of any sport or activity occurs as set forth in sections (1) or (2), the coach(s) affected shall receive the prorated value of the contract sum for any services actually rendered prior to the cancellation”

### SECTION 3 - NUMBER OF STUDENTS PARTICIPATING TO WARRANT AN ASSISTANT COACH

There will be two paid coaching positions for High School football, softball and baseball teams, regardless of the number of participants. This is for the safety of the students should a medical emergency arise and a coach has to take a player to the hospital. This ensures that there would still be a coach present to finish the contest and supervise the remaining team members.

High school and middle school basketball, volleyball and track programs will be staffed with two paid coaching positions if it is anticipated that there will be 12 or more participants in a specific sport. If participation decreases and falls below the minimum number of participants at any point during the season, the Superintendent will evaluate and determine whether there is team need that would warrant the continuation of an assistant coach.

### SECTION 4 - FRINGE BENEFITS

Employees will receive only the fringe benefits mandated by federal or state law.

### SECTION 5-SALARY SCHEDULE ADVANCEMENT

All members who have previously held a position in the Wishkah School District which is listed on the WVAA salary schedule and who take a similar position (same sport or related sport in high school, any other sport in middle school) shall be placed on the same step. Any employee who takes a leave of absence from his or her WVEA position may return to the same step on the salary schedule. All other employees will begin at step one of the salary schedule.

### SECTION 6-EXTENDED SEASON PLAY

Coaches will be paid 1/3 of their regular contract pay should their team make it to state tournament play.-A coach may be paid for extended season pay and a subsequent season; at the same time provided they are performing both positions during that time period.

## ARTICLE VII - GRIEVANCE PROCEDURE

### SECTION 1 – GRIEVANCE AND GRIEVANT

#### Definitions:

- A. A grievance is an alleged violation or misinterpretation of the Agreement.
- B. An individual, a group of individuals and/or the Association may file a grievance.
- C. For the purpose of this procedure, working days shall mean teacher employment days within the W.I.A.A. activities calendar and summer work days.
- D. Nothing herein contained shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration.

#### Procedures:

##### A: Step 1- Informal Meeting

The employee and association representative should informally present his/her concern orally to the immediate supervisor.

##### B. Step 2- Written Report

- a. If the concern is not resolved, a written statement of grievance may be presented. Such written statement of grievance must be submitted to the employee's immediate supervisor within five (5) school days from the event on which the grievance is based.
- b. The "Statement of Grievance" shall name the grievant(s) involved, the facts giving rise to the grievance, the provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested. The grievance must be signed by the grievance(s) and dated.
- c. The immediate supervisor, upon receipt of the written statement of grievance shall sign and date the statement of grievance and shall give a copy to the grievant(s), Association representation, and the Superintendent. The immediate supervisor shall answer the grievance in writing within five (5) school days. The immediate supervisor's answer shall include the reasons upon which the decision was made, and all supporting evidence to the grievant(s), the Association representative, and the Superintendent.

##### C. Step 3- Appeal to Superintendent

- a. If no satisfactory settlement is reached at Step 1, the grievance may be appealed to the Superintendent Step 2, or his/her designated representative within five (5) school days of the receipt of the decision rendered in Step 1.

- b. The Superintendent or his/her designee shall arrange for a grievance meeting with the grievant(s) and/or Association representative; such meeting shall be scheduled within five (5) school days of the receipt of the Step 3 appeal. The purpose of this meeting shall be to affect a resolution of the grievance.
- c. The Superintendent or his/her designated representative shall provide a written decision, incorporating the reasons upon which the decision was based, to the grievant(s), Association representative, and the immediate supervisor of the grievant(s) within five (5) school days from the conclusion of the meeting.

#### ARTICLE VIII - DURATION AND REOPENER

This agreement shall be effective for three years from August 1, 2022 through July 31, 2025. The intention of reopening negotiations within the duration of the master contract must be submitted to the other party by April 15. Either party may reopen a maximum of two (2) items.

This agreement may be opened for further negotiations whenever both parties agree to reopen negotiations on a specific topic.

Signed this 19<sup>th</sup> day of July, 2022

  
Wendy Olson, WVAA Representative

  
Don Hay, Superintendent  
7/19/2022

#### APPENDIX A

#### **EXTRACURRICULAR SALARY SCHEDULE 2022-2025**

|                      |            |         |         |         |
|----------------------|------------|---------|---------|---------|
| HS Head Coach        | Per Season | \$3,500 | \$4,000 | \$4,500 |
| HS Assistant Coach   | Per Season | \$2,500 | \$3,000 | \$3,500 |
| MS Coaches           | Per Season | \$1,500 | \$2,000 | \$2,500 |
| Cheer/Pep Coach      | Per Year   | \$4,500 | \$5,000 | \$6,000 |
| Nat'l Honor Society  | Per Year   | \$300   | \$300   | \$300   |
| Knowledge Bowl       | Per Season | \$500   | \$500   | \$500   |
| ASB Advisor          | Per Year   | \$500   | \$500   | \$500   |
| Senior Class Advisor | Per Year   | \$1554  | \$1554  | \$1554  |