

COLLECTIVE BARGAINING AGREEMENT

Between

Camas School District No. 117

And

Camas Coaches Association

2019-2021

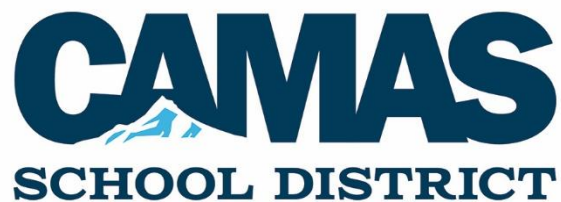


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PREAMBLE

In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act; and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of the coaching employees of the Camas School District, this Agreement is made and entered into by and between the District and the Camas Coaches Association/Washington Education Association/National Education Association.

ARTICLE I - ADMINISTRATION

Section 1 - Recognition

1.1.1 The Camas School District, hereinafter referred to as the "District," hereby recognizes the Camas Coaches Association/Washington Education Association/National Education Association, hereinafter referred to as the "Association" as the exclusive bargaining representative for all employees in the bargaining unit described in Section 1.1.

1.1.2 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.

1.1.3 The bargaining unit to which this Agreement is applicable includes any and all employees holding supplemental contracts within the District as listed on the attached salary schedule.

1.1.4 The term "employee" when used hereinafter in the Agreement shall refer to all employees represented by the Camas Coaches Association/Washington Education Association/National Education Association.

1.1.5 The terms "CCA/WPEA/WEA" or "Association" when used hereinafter in the Agreement shall refer to the Camas Coaches Association/Washington Education Association/National Education Association.

1.1.6 Unless the context in which they are used clearly requires otherwise, words in this Agreement denoting gender shall include both the masculine and feminine; and words denoting number shall include both the singular and plural; and the word "day" shall mean employee's workday.

1.1.7 In the event the District determines to add or modify any sport or activity that would be 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 sport or activity.

1.1.8 Extracurricular contracts shall be offered to returning certified and classified employees and to other employees as early as practicable. It is understood by both parties (District and Association) that extracurricular contracts are for one (1) year only and that services provided for in extracurricular contracts are exempt from any continuing contract provision. This means that the District has full discretion to offer or not offer an extracurricular contract to any employee consistent with the terms of this agreement.

Section 2 - Status of the Agreement

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

1.2.2 The effective date of this Agreement and any successor Agreement shall be the day after the termination date of the previous Collective Bargaining Agreement. All benefits included in the new Agreement, including wage or salary increases, shall accrue beginning with such effective date, if the parties agree to that provision in negotiations.

1.2.3 All past practices of employment shall continue in full force and effect unless the District notifies the Association of its intent to change practices currently in effect.

1.2.4 This Agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties. Any modification of the contract will be by written mutual agreement of the parties.

1.2.5 If an employee's individual contract contains any language inconsistent with this Agreement, the Agreement shall be controlling.

1.2.6 The employer agrees that no administrative duties shall be added to any position within the bargaining unit which have the effect of removing such position from the bargaining unit without prior negotiations and agreement with the Association.

1.2.7 Neither a determination by the District to offer, nor not to offer supplemental contract employment to any employee pursuant to this Agreement, nor an agreement by an employee to accept, or not accept supplemental contract employment pursuant to this Agreement shall be made a condition of continuous or future employment with the District within the certificated or classified Master Agreements.

Section 3 - Conformity to Law

1.3.1 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 this Agreement to any employee or groups 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.

1.3.2 In the event a provision(s) is/are determined to be contrary to law as stated in 3.1, such provision shall be re-negotiated. Negotiation shall commence within two (2) weeks after receipt of the written decision.

1.3.3 The parties will enter negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision(s).

1.3.4 Any provision of this Agreement which may be contrary to law at the time of making this Agreement, but become lawful during the life of this Agreement shall take effect upon their lawfulness.

Section 4 - Distribution of Agreement

1.4.1 Following ratification and signing of this Agreement, the District will post the agreement on the district's web site

1.4.2 There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association.

Section 5 - Agreement/Administration/Interpretation

1.5.1 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 within two (2) days, or when mutually agreed upon.

ARTICLE II - ASSOCIATION RIGHTS

Section 1 - Association Rights

2.1.1 The Association shall have, in addition to other rights expressly set forth or provided by statute, the rights contained herein.

2.1.2 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.

2.1.3 The Association shall have the right to use school facilities for meetings and school equipment, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.

2.1.4 Association agents shall be permitted to transact official Association business on school property at reasonable times, as long as this business does not interfere with the education process.

2.1.5 Association representatives, during working hours, without loss of time or pay, are

allowed to represent employees and investigate and present grievances to the District when mutually agreed upon meetings are scheduled during the work day.

2.1.6 The District agrees to furnish the Association, in response to requests, all available information concerning the financial resources of the District and such other information as will assist the Association in developing programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint or to develop bargaining proposals. The only information the District is obligated to provide is information that has already been compiled.

2.1.7 On or before the first day of October, or when possible, the District shall provide the Association with information regarding each employee in the bargaining unit on a form to be provided by the Association.

ARTICLE III - PERSONNEL

Section 1 - Employee Rights

3.1.1 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 negotiations and other concerted activities for mutual aide and protection.

3.1.2 Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under applicable laws and regulations. These rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

3.1.3 The employees shall be entitled to full rights of citizenship. The private and personal life of any employee is not within the appropriate concern or attention of the District unless there is an adverse effect on the employee's ability to fulfill the duties of his/her position.

3.1.4 Neither the District nor the Association will discriminate against any employee subject to this agreement on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, 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, who, with or without reasonable accommodation, can perform the essential functions of the job.

3.1.5 Further, no employee shall be coerced, intimidated, discriminated against, threatened or receive a negative or downgraded evaluation if he/she refuses to take any action which the employee knows to be in violation of any federal, state or local law, rule, regulation or policy.

3.1.6 The employer shall investigate and take appropriate disciplinary action when an employee complains that he/she has been harassed in any way by supervisors or other employees.

3.1.7 No employee will be disciplined (defined as a written warning reprimand, suspension without pay or discharge) during the course of employment without just cause. The grounds forming the basis for the discipline will be shared with the employee. Any employee may request that a copy of any written warning/reprimand be sent to the Association. Discipline shall be appropriate to the behavior which precipitates it.

3.1.8 An employee shall be entitled, upon request, to have present a representative of the Association during any disciplinary proceedings.

Section 2: Complaint Procedures:

Any complaint regarding an employee made to any member of the administration or the school board by any parent, student or other person shall be processed according to the procedure stated below:

3.2.1. Complaints against any employee not called to his/her attention within ten (10) days of the athletic director's knowledge of the complaint cannot be used as a basis for, or as evidence in, any disciplinary action.

3.2.2. Any complainant shall meet with the principal or appropriate administrator to discuss the matter informally. Additionally, the administrator will encourage the complainant to address the issue directly with the employee.

3.2.3. In the event that the administrator and employee are unable to resolve the matter to the satisfaction of the complainant, the employee shall have the right to request to meet with the complainant to discuss the matter.

3.2.4. In the event that the complaint cannot be resolved to the satisfaction of the employee and the situation may result in disciplinary action or an unsatisfactory evaluative statement, the employee has the right to a hearing with the administrator and to be represented by the association.

3.2.5. If the employee is dissatisfied with the outcome of the hearing, the employee has the right to appeal the decision to the superintendent or his/her designee and the continued right to association representation.

Section 3 - Personnel Files

3.3.1 The personnel file of each employee is confidential and, as such, shall be available for inspection only to the management of the District and the individual employee. Upon

request and by prior appointment, individual employees shall have the opportunity to review the contents of their personnel file and copy materials within the file.

3.3.2 The employee shall have an opportunity to attach written comments to anything in his/her file which he/she considers to be derogatory.

3.3.3 The District will maintain a separate personnel file (separate from any other employment with the District) for all members of this bargaining unit. These files will be situated in the central office. The contents of these files will not affect the employee's other work status with the district.

Section 4 - Employee Evaluation

3.4.1 An employee shall be given a copy of any visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

3.4.2 Every employee will be evaluated in writing annually.

3.4.3 Head coaches in each sport will be evaluated by the Athletic Director. Assistant coaches in each sport will be evaluated by the Athletic Director with input from the head coach of that sport.

Section 5 - Assignments and Vacancies

3.5.1 All vacancies shall be publicized by position and level through the district's employment website. A posting notice will be e-mailed to all ~~certificated~~ staff.

3.5.2 For vacancies that develop within the District, credentials and preparations from current employee applicants will be considered prior to review of applications from non-employees.

3.5.3 A new head coach may recommend to the Athletic Director to rehire or replace any existing assistant coaches when beginning a new program year. When a head coach leaves a program, the assistant coaches who wish to remain will be granted an interview by the new head coach before the beginning of the season. On a yearly basis, before a season begins, a continuing head coach may recommend to the Athletic Director the continuation or non-renewal of assistant coaches.

ARTICLE IV - SALARIES

Section 1 - Extra-Curricular Duties

4.1.1 Employees assigned to extra duties on the Extra-Curricular Duty Schedule shall be paid according to the schedule (Appendices A and A-1). All coaches will receive incremental movement on the salary schedule as set forth in the Coaching Experience Placement Guide (Appendix A) for each sport they coach. Additions to the Extra Duty Schedule during the duration of this Agreement shall be subject to negotiations

4.1.1.1 Each year of service experience for the District in the same activity will advance the individual one (1) year on the District's longevity scale. Longevity will not be lost upon separation, regardless of years of interruption.

4.1.1.2 One (1) year of experience will accumulate whether the coaching position is Head or Assistance at both high school and middle school levels within a single sport. Experience in one sport will not equate to experience in a different sport.

4.1.1.3 To receive a year of experience on the District's longevity scale, one (1) school year of experience must be completed. Partial season coaching will not equate to a full year of experience.

4.1.1.4 No distinction will be made between boys' and girls' activities when calculate experience within the sport.

4.1.1.5 Coaches who pool a stipend pursuant to Article IV, Section 4.1.2, but coach the entire season, will earn one (1) year of experience.

4.1.1.6 Coaches who coach less than full time (for example, two days per week), will have their experience level prorated based on time spent.

4.1.2 Extra-curricular positions and salaries within a sport may be pooled during the current school year, provided that:

4.1.2.1 Total salaries paid for a sport shall not be greater than the total amount that would have been paid for the sport or activity had a pooling agreement not been reached;

4.1.2.2 The agreement to pool and the distribution of salaries is unanimous among the district and the employees affected. The agreement to pool shall be executed as a memorandum of agreement to this contract to be considered on a year-to-year basis.

4.1.3 When a team or member(s) of a team competes in a district or state tournament beyond the last date of scheduled league contests, the coach or coaches will receive per diem pay of their extra-curricular salaries for each day of practice and competition beyond the regular season schedule. (This does not include sub-district play in which all teams attend regardless of their season record.)

4.1.3.1. In regards to sports with split seasons, i.e. boys golf and boys tennis, if a team or member(s) of a team qualify for post season play that takes place in a separate season outside of its regularly scheduled season, then the coach(es) will be allowed a maximum of 5 post season per diem days on top of the days used for post season competition.

4.1.4 The number of coaches on one team to receive extended seasonal pay will be determined by the athletic director in consultation with the head coach before extended play begins.

4.1.5 Assistant coaches requested to coach from the first day of the season who ultimately are not hired to continue during the regular competitive season due to student turn-out, shall be paid fifteen dollars (\$15.00) per hour up to 2 hours per day.

4.1.6 Coaches whose current salary as of September 1, 2019 is higher than the newly designed Schedule A will have their current salary frozen until the Schedule A increases their salary based on experience provided the difference is more than \$25.

ARTICLE V - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 1 - Grievance Procedure

5.1.1 A grievance is a claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

5.1.2 In the event that an employee believes there is a basis for a grievance, the employee shall first discuss the alleged grievance with his/her building principal or other appropriate supervisor either personally or accompanied by his/her Association representative. If the grievance is not thus resolved, formal grievance procedures may be instituted.

5.1.2.1 Days shall mean Monday through Friday except for holidays when the school offices are closed.

5.1.3 Step 1: The grievant may invoke the formal grievance procedure through the Association on the form which will be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal or appropriate supervisor. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or a representative designated by the Superintendent. A grievance must be filed within ten (10) days of the occurrence of which the grievant complains or within ten (10) days from the time the grievant first becomes aware of the grievance.

5.1.4 Step 2: Within ten (10) days of receipt of the written grievance, the principal or designated supervisor shall meet with the grievant and/or Association in an effort to resolve

the grievance. The principal or designated supervisor shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting and shall furnish a copy thereof to the grievant and the Association.

5.1.5 Step 3: If the grievant and/or Association is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) days of such meeting or within ten (10) days from date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent.

Within ten (10) days the Superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) school days of such meeting and shall furnish a copy thereof to the grievant and Association.

5.1.6 Step 4: If within ten (10) days of notice of receipt of the written disposition by the Superintendent, the grievant and/or Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within the period provided above, the grievance may be submitted to a committee of the School Board.

5.1.7 The decision of the School Board shall be transmitted to the grievant and the Association within ten (10) days of the hearing and will be final and binding upon the parties.

5.1.8 Time Limits: The time limits provided in this article shall be strictly observed unless extended by written agreement of the parties. Failure of the Association to proceed with its grievance within the times herein provided shall result in the dismissal of the grievance.

Section 2 - Duration

This Agreement shall be effective upon ratification by the Board and the Association and shall remain in effect through August 31, 2022 except as provided below:

1. 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. If, pursuant to such negotiation, agreement on a successor agreement is not reached prior to the expiration date, the terms and conditions of this agreement shall continue until a successor agreement has been ratified.

FOR THE ASSOCIATION

FOR THE BOARD

Original Signature on File
Jon Eagle, President, CAC

Original Signature on File
Jeff Snell, Secretary of the Board

Signed October 28, 2019
Date

Signed October 25, 2019
Date

