



COLLECTIVE
BARGAINING
AGREEMENT

between

Montesano Athletic/Activities
Association

and

Montesano School District

September, 2021 - August 30, 2024

PREAMBLE

The agreement is made and entered into by and between the Montesano School District, hereinafter called the "District", and the Montesano Athletic/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 Montesano Athletic/Activities Association, as an exclusive bargaining representative for all personnel employed for co-curricular assignments that do not require a teaching or other certificate issued by the Office of the Superintendent of Public Instruction.

The term "Employee" as used in this agreement shall mean all persons employed by the District who are represented by this Association.

Whereas a co-curricular activity requires a certificated advisor, that person shall be covered under the provisions set forth in the collective bargaining agreement of the Montesano Education Association ratified on August 23, 2004. Certificated activity advisors shall include the following: Secondary: computer coordinator, math team. Elementary: band, computer coordinator, enrichment fair and humanities.

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 AND RESPONSIBILITIES

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 building principal before they occur. No Association meeting shall have precedence over routine educational use or over previously scheduled use by other agencies.

ARTICLE III - DISTRICT RIGHTS AND RESPONSIBILITIES

Section 1 - Authority:

It is agreed that the customary and usual rights, powers, functions, and authority of the District are vested in the administrative 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. Included in these rights, in accordance with, and subject to applicable laws, regulations, and other provisions of this Agreement, is the right to direct the work force, the sole right to hire, promote, retain, transfer, and assign Employees in positions, the right to suspend, discharge, demote or take other disciplinary action against Employees; and the right to release Employees from duties because of unsatisfactory evaluated performance or for other legitimate reasons as specified in board policy. In the event of a mid-season dismissal, an appeal of the dismissal may be handled through the grievance process.

ARTICLE IV - ECONOMIC PROVISIONS

Section 1 - Salary Schedule:

The salary grid governing all positions is shown in *Appendix A*. If any part of the compensation system is found to be contrary to any State or Federal Law, the District will accept its legal and fiscal responsibility and this section will be brought into compliance with the law.

It is acknowledged that the co-curricular program is funded **primarily** by local funds generated by Maintenance and Operation Levies. The District reserves the right to reduce size and scope of extracurricular programs in the event of a Maintenance and Operation Levy failure. The right to make reasonable rules and regulations is an acknowledged function of the District.

High School coaching salaries will increase each year at the rate of the IPD.

The salary amount for all junior high positions is based on agreed upon base rate which is listed on the salary schedule. Junior high stipends will remain the same through the 2021-22 school year and will be reevaluated prior to the 2022-23 school year.

Section 2 - Communication:

It is the responsibility of the District to work with the Association to promptly resolve conflicts between the responsibilities of any individual under this agreement and their responsibilities under any other agreement or contract with the District.

It is the responsibility of the District to share and seek input from representatives of the Association in advance of adoption of proposed changes to any District extracurricular policy or procedure.

ARTICLE V - EMPLOYEE RIGHTS

Section 1 - Non-Discrimination Clause:

There shall be no discrimination against any Employee because of such Employee's age, sex, marital status, race, creed, national origin, domicile, disability, or political activity or lack thereof. The District will comply with all state and federal guidelines and/or regulations. This is in accordance with Title VI of the 1964 Civil

Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans With Disabilities Act, July 26, 1990, P.L. 101-336, and Title IX/RCW 28A.640 of the Education Amendments of 1972, as amended.

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 2 - Job Postings:

- A. When an extra curricular position is vacated, it is the responsibility of the Athletic Director and/or building principal to provide a copy of the resignation letter to the Human Resources Department. In addition, a "Personnel Action Form" (*see appendix B*) is to be completed and submitted to human resources.
- B. Upon approval, the position is posted both externally and internally for five days or open until filled.
- C. Interested candidates must submit a completed application and a formal typed letter of interest to the district office, attention human resources.
- E. The athletic director and/or principal reviews the candidate's application and will coordinate with human resources in setting up interviews. Interview panels are required when there is more than one candidate applying for a position.
- F. After interviews are completed, the athletic director and/or principal will complete an "Employee Recommendation Form" (*see appendix C*) and forward to human resources for approval. The application, letter of interest and other materials will be returned to human resources for processing.
- G. Upon approval, and the return of satisfactory verification forms required by OSPI in accordance with RCW 28A.400, the candidate will be considered hired as an advisor/coach. Compensation for employment will be adjusted based on official notification.
- H. The advisor/coach will be included in the personnel actions for school board review at the next regularly scheduled board meeting.
- I. Upon board approval, the advisor/coach will receive a confirmation letter from human resources indicating a supplemental contract will be issued upon determination of placement on the salary scale.

Section 3 - Post Season Compensation:

The District recognizes the additional time and responsibility of post-season competition and will compensate coaches an additional amount per week a sport engages in post season competition, as per the salary schedule in Appendix A. Post-season compensation will be paid following the conclusion of the sport and after inventory of athletic equipment and uniforms has been completed and submitted to the Athletic Director.

Section 4 - Coaching Leave of Absence:

Coaches may request a leave of absence for a one (1) year period, requests that are granted will reserve the rights of the coach to return to that position the following year. The position will be filled during the leave as an "interim" position.

Authorization for a one year leave of absence must be reviewed and authorized by the building principal and/or athletic director.

Leave of absences based on maternity, military commitments or educational pursuits are acceptable reasons for leave. All other reasons should be reviewed with building principal and/or athletic director and shall be treated as confidential.

The building principal's and/or athletic director's decision shall be final.

Section 5 - Payment:

Extracurricular contracts will be paid either in equal monthly installments during the length of the season when the service is rendered or from commencement of the season through August 31.

Section 6 - Equipment and Materials Management:

Coaches and advisors are responsible for the care and maintenance of equipment. It will be the responsibility of the coaches and/or advisors to ensure that equipment, uniforms, gear, etc. is returned clean and in good condition. Coaches and/or advisors are responsible for timely inventory to said equipment and shall be submitted to the Athletic Director no later than 30 days following the conclusion of a sport.

Section 7 - ASB:

Members of the Association will comply with school board policies regarding fiscal management of club fund raising activities. Federal and State regulations strictly prohibit fund raising on school grounds using booster clubs. All funds raised by co-curricular groups shall be managed through the Associated Student Body.

Section 8 - Experience:

The District acknowledges that head coaching/advisory experience for coaches and/or advisors hired into the district will be transferable and recognized as follows:

- a) Varsity Head Coach to Varsity Head Coach: One to one transfer of varsity head coaching years of service will be valid for same sport only as indicated.

- b) Assistant Coach to Varsity Coach: To be credited at two-to-one years of coaching experience whether in or out of the district for same sport only.
- c) Assistant Coach to Assistant Coach: To be credited at one-to-one years of service regardless of the experience in or out of the district.
- d) Junior High Coach or Below: Junior High coaches transferring to HS assistant coaching status shall receive a one-year credit for every two years of in district junior-high coaching experience applicable for the same sport only.
- e) Similar Sport to Similar Sport: When a coach transfers from a sport that has similar skills the coach shall receive a one for one year of experience.
 - i) Softball to Baseball
 - ii) Baseball to Softball
 - iii) Boys Soccer to Girls Soccer
 - iv) Girls Soccer to Boys Soccer
 - v) Girls Track to Boys Track
 - vi) Boys Track to Girls Track
 - vii) Boys Basketball to Girls Basketball
 - viii) Girls Basketball to Boys Basketball
 - ix) Boys Golf to Girls Golf
 - x) Girls Golf to Boys Golf

Section 9 - Coaching Standards and Professional Development:

The District, Montesano Athletic Activities Association and W.I.A.A. equally subscribe to developing and maintaining a high level of skill and education necessary to achieve a high level of coaching standards. Ongoing development of these standards ensures an important level of education, athletic and safety experiences for all participants. To this end, the District and the Association agree to a coaching standards program that supports attendance at district approved clinics, workshops and training seminars. To support this activity, the District agrees to set aside funds for coaching education programs. Each coach will have the funds available to attend one (1) clinic or conference per sport they coach and an additional opportunity to attend the W.I.A.A. Coaches School paid for by the district. These funds shall be limited to conference tuition and hotel accommodations.

Section 10 - Coaches Code of Conduct:

Coaches and advisors agree to abide by a Coaches Code of Conduct and agree to comply with the regulations set forth in the W.I.A.A. handbook. Coaches and advisors agree to be a good role model on and off the court, be in good standing, and exhibit outstanding leadership qualities.

ARTICLE VI - EVALUATION

All head varsity and junior high coaches will be evaluated annually by the athletic director, building principal and/or designee and all assistant coaches will be evaluated by the head coach within fifteen working days of the completion of the season or activity using the coaches evaluation report (*Appendix D.*)

All non-sport coaches/advisors will be evaluated annually by the building principal.

The procedure shall be as follows: Evaluations shall ultimately have two choices 1) Satisfactory; and 2) Unsatisfactory. If satisfactory, the coach/advisor shall submit a letter of intent and the position shall be considered filled with no posting necessary.

If the evaluation is unsatisfactory, the coach/advisor is notified that they would not be rehired. The coach/advisor shall have the following recourse: 1) an appeal to the principal, athletic director, coach and association representative 2) If appeal is denied, coach/advisor may submit a second appeal to the Superintendent 3) If second appeal is denied, a third appeal to the school board may be submitted. The Board shall have the final ruling after the third appeal.

If there is no appeal, the position will be considered vacant and will be posted accordingly.

ARTICLE VII - DURATION AND MAINTENANCE

This agreement shall be effective September 1, 2021 – August 30, 2024

The Association and the District agree to meet as necessary, at a mutually agreeable time, to discuss the maintenance of this contract and provide opportunity for ongoing discussion of issues and items of concern. Meetings shall be scheduled at least once prior to the beginning of each sport season. Any changes agreed to or in this process will be set forth in a Memorandum of Understanding and become a part of this Collective Bargaining Agreement.

This agreement between the Montesano School District #66 and the Montesano Athletic/Activities Association is agreed upon this: ____ day of _____:

Montesano Athletic/Activities Association

Montesano School District No. 66

Association President

Superintendent

Date

Date