

2022-2025
AGREEMENT
BETWEEN
OKANOGAN SCHOOL DISTRICT NO. 105
AND
OKANOGAN EXTRACURRICULAR ASSOCIATION

1

2022-2025 AGREEMENT
BETWEEN
OKANOGAN SCHOOL DISTRICT NO. 105
AND
OKANOGAN EXTRACURRICULAR ASSOCIATION

TABLE OF CONTENTS

		PAGE
11	Section A. Preamble	4
12	Section B. Definition of Terms	4
13	1. District	4
14	2. Board	4
15	3. Association	4
16	4. Parties	4
17	5. Agreement	4
18	6. Employee	4
19	7. Day	4
20	8. Principal	4
21	9. President	4
22	Section C. Recognition	4
23	Section D. Dues	4
24	1. Full-time certificated dues paying WEA members	5
25	Section E. Association Use of School Facilities	5
26	Section F. Extracurricular Vacancy	5
27	Section G. Employee Evaluation Procedure	5
28	Section H. Complaint procedure	6
29	1. Parent Procedure	6
30	2. Procedural Requirement	6
31	Section I. Overtime Ban	6
32	Section J. Grievance Procedure	6
33	1. Definitions	6
34	a. Grievant	6
35	b. Grievance	6
36	c. Days	6
37	2. Time Limits	6
38	3. Rights to Representation	7
39	4. Individual Rights	7
40	5. Procedure	7
41	STEP 1. Supervisor	7
42	STEP 2. Principal	7
43	STEP 3. Superintendent	7
44	STEP 4. Board	8
45	6. Miscellaneous Conditions	8
46	a. Contract Expiration	8
47	b. No Reprisals	8
48	c. Cooperation of the Parties	8
49	d. Released Time	8
50	e. Files	8
51	f. Form	8
52	g. Association Grievances	8
53	7. Adverse Action	8
54	Section K. First Aid Certification	9
55	Section L. Term and Ratification	9
56	APPENDIX A. EXTRACURRICULAR PAY	10
57	Base Pay	10

58	1. Placement	10
59	2. Post Season Extension	10
60	3. Co-Coaching Stipend	11
61	4. Coaches' Clinics	11
62	5. Scouting	11
63	6. Mid-Season Position Change	11
64	7. Early End of Season	11
65	8. Post Season Meals	11
66	APPENDIX B GRIEVANCE REPORT FORM	12
67	APPENDIX C COACHES PER SPORT GRID	13
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		
101		
102		
103		
104		
105		

106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161

**2022-2025 AGREEMENT
BETWEEN
OKANOGAN SCHOOL DISTRICT NO. 105
AND
OKANOGAN EXTRACURRICULAR ASSOCIATION**

Section A. Preamble

This Agreement has been reached between the Okanogan School District #105 and the Okanogan Extracurricular Association pursuant to RCW 41.56.

Section B. Definition of Terms

As used in this agreement, the following terms will have the following meanings unless the context in which they are used clearly indicates another meaning.

1. The term "**District**" shall mean Okanogan School District No. 105.
2. The term "**Board**" shall mean the Board of Directors of Okanogan School District No. 105 as the governing body of the District.
3. The term "**Association**" shall mean Okanogan Extracurricular Association an affiliate of the Washington Education Association, National Education Association and North Central Washington UniServ Council.
4. The term "**Parties**" shall mean the District and the Association.
5. The term "**Agreement**" shall mean this collective bargaining agreement, which shall be signed by the Parties.
6. The term "**Employee**" shall mean any member of the bargaining unit as set out in this Agreement.
7. The term "**day**" shall mean any day the district business office is open for business with the public.
8. The term "**Principal**" shall mean the principal of the building.
9. The term "**President**" shall mean the President of the Association or his/her designee.

Section C. Recognition

The Board hereby recognizes the Association as the exclusive bargaining representative for all extracurricular positions of the District for which no certification is required.

The District recognizes the Okanogan 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.

Section D. Dues

Joining the Association is voluntary. Dues from those employees who have joined the Association, will be deducted from the employee's extracurricular stipend and sent to the designated organizations. Dues schedules will be provided to the District by the Association annually by September 1 and the District will make a one time dues deduction per extracurricular contract.

162
163 The following employees are exempt from paying dues:

- 164
165 1. Full-time certificated dues paying WEA members

166
167 **Section E. Association Use of School Facilities**

168
169 The Association may use school facilities in the same manner as other individuals and
170 organizations.

171
172 **Section F. Extracurricular Vacancy**

173
174 All positions will be posted in and out of district for a minimum of 5 days.

175
176 Any District Employee who applies for a position will be given an interview. Employees who are
177 equally qualified to outside candidates will be given preference for the position.

178
179 Assistant coaching positions will only be posted if there is a vacancy or at the request of the head
180 coach.

181
182 All varsity coaching contracts will be given out at least two weeks prior to the beginning of their
183 season.

184
185 **Section G. Employee Evaluation Procedure**

- 186
187 1. An employee shall be given a copy of any visit or evaluation report prepared by his/her
188 evaluator at least one (1) day before any conference to discuss it. No such report shall be
189 submitted to the central office, placed in the employee's file or otherwise acted upon without
190 prior conference with the employee. No employee shall be required to sign a blank or
191 incomplete evaluation form.
192
193 2. Every employee shall be observed annually.
194
195 3. An agreed upon pre and post-season goal setting and measuring form may be used as part of
196 the evaluation process.
197
198 4. In the event an employee's performance results in negative evaluation, the Athletic Director
199 may use this as a reason to not recommend renewal or may chose to work with the employee
200 and create a plan of action.
201
202 5. Reports: Such evaluation reports shall be presented within thirty (30) days following the end
203 of the scheduled season.
204
205 6. New employees shall be observed within twenty (20) calendar days after the commencement
206 of the activity season.
207
208 7. The employee will have the opportunity to attach a written response or clarification to his/her
209 observation/evaluation.
210
211 8. A committee will be formed, consisting of two Building Principals, Athletic Director, who will be
212 Chairman) and 3 coaches, who are chosen by the OEA Extra-Curricular union. The purpose
213 of the committee is to review the present evaluation form, make any changes the committee
214 recommends, then, by majority vote of the committee, and submit the new form to the
215 superintendent for review. If the superintendent approves the new evaluation form, then it will
216 be placed in the contracted agreement.
217

218 **Section H. Complaint procedure**

- 219
- 220 1. **Parent Procedure:** If at any time, parents have a question or concern regarding their
- 221 student's extracurricular participation, the following course of action is recommended.
- 222
- 223 a. Talk directly to the employee. We suggest that parents arrange a meeting with
- 224 the employee rather than approaching him/her at practice/activity or immediately
- 225 following a game/activity
- 226
- 227 b. If the issue is not corrected or parents have concerns about the way the situation
- 228 is handled, they are to arrange a meeting with the athletic director.
- 229
- 230 c. If the issue remains unresolved, the parents are advised to take the issue to the
- 231 principal.
- 232
- 233 2. **Procedural Requirement:** Any complaints regarding an employee made to any member
- 234 of the administration by the student's parent(s) or other person shall be in writing and
- 235 shall be processed according to the procedure outlined below:
- 236
- 237 a. Meeting with the principal or athletic director: The principal or athletic director shall
- 238 meet with the employee to apprise the employee of the full nature of the complaint,
- 239 provide the employee with a copy of the written complaint and they shall have the
- 240 right to be represented by the Association at any meetings or conferences regarding
- 241 such complaint.
- 242
- 243 b. In the event the complaint cannot be resolved to the satisfaction of the employee
- 244 informally, the Grievance procedure will be followed.
- 245

246 **Section I. Overtime Ban**

247

248 The Parties agree there is no obligation to contract with any current District employees which

249 would result in the payment of overtime.

250

251 **Section J. Grievance Procedure**

- 252
- 253 1. **Definitions:**
- 254
- 255 a. **"Grievant"** shall mean a bargaining unit member or group of bargaining unit members
- 256 or the Association.
- 257
- 258 b. **"Grievance"** shall mean a claim or complaint by a grievant that:
- 259
- 260 (1) there has been a violation, misinterpretation or misapplication of any terms or
- 261 provisions of this Agreement or of any rules, order, policy, regulation or
- 262 practice of the employer;
- 263
- 264 (2) an employee has been treated inequitably; or
- 265
- 266 (3) there exists a condition which jeopardizes employee health or safety.
- 267
- 268 c. **"Days"** shall mean any days the district office is open to the general public.
- 269
- 270 2. **Time Limits:** If the grievant fails to file or appeal according to the timelines set out herein, the
- 271 grievance may not be further pursued and will be resolved according to the last formal
- 272 response. In the event the District or its agents fail to meet a timeline, the grievant may
- 273 proceed to the next step of the procedure. The specified time limits shall be strictly observed

274 but may be extended by mutual concurrence of the parties.
275

276 3. **Rights to Representation:**
277

- 278 a. A grievant shall have the right to be accompanied by the Association at all steps
279 of the grievance procedure.
280
281 b. In the event a grievant elects to file and proceed without Association
282 representation, he/she may do so through the first two steps of the procedure
283 only, provided that the Association is present at every meeting or conference in
284 order to protect its contract rights, and further provided that copies of the
285 grievance, appeals and responses are given to the President in a timely fashion.
286
287 c. No grievance may be processed with a grievant having representation other than
288 him/herself or the Association.
289

- 290 4. **Individual Rights:** Nothing contained herein shall be construed as limiting the right of
291 any employee having a complaint to discuss the matter through administrative channels
292 and to have the problem adjusted without the intervention of the Association, as long as
293 the Association is notified in writing of the disposition of the matter and such disposition is
294 not inconsistent with the terms of this Agreement.
295

- 296 5. **Procedure:** Grievances shall be processed in the following manner:
297

298 **STEP 1. Supervisor:** The Parties encourage employees and their supervisors to
299 attempt to resolve problems through free and informal communications prior to filing
300 formal grievances.
301

302 Within fifteen (15) days of the occurrence, or of the grievant's knowledge of the
303 occurrence, the formal grievance shall be presented in writing to the employee's
304 supervisor, who will arrange for a conference between him/herself, the grievant and the
305 Association Representative to take place within five days after receipt of the grievance.
306 The supervisor shall provide the grievant and the Association with a written answer to the
307 grievance within five days after the meeting. Such answer shall include all reasons upon
308 which the decision was based.
309

310 **STEP 2. Principal:** If the grievant is not satisfied with the disposition of the grievance at
311 Step 1, or if no decision has been rendered within the timeline, the grievant shall have 15
312 business days to appeal to the Principal. The Principal shall arrange for a hearing with
313 him/herself, the grievant, the first level supervisor and the Association Representative, to
314 take place within five days of his/her receipt of the appeal. The grievant and the
315 Association shall have the right to include in the representation such witnesses they deem
316 necessary to develop the facts pertinent to the grievance. Upon conclusion of the
317 hearing, the Principal will have five days to provide his/her written decision, together with
318 the reasons for the decision to the grievant and the Association.
319

320 **STEP 3. Superintendent (Optional):** If the grievant is not satisfied with the disposition
321 of the grievance at Step 2, or if no decision has been rendered within the timeline, the
322 grievant shall have 15 business days to appeal to the Superintendent or move directly to
323 Step 4. If the grievant does use this step, the Superintendent shall arrange for a hearing
324 with him/herself, the grievant, the first level supervisor and the Association
325 Representative, to take place within five days of his/her receipt of the appeal. The
326 grievant and the Association shall have the right to include in the representation such
327 witnesses they deem necessary to develop the facts pertinent to the grievance. Upon
328 conclusion of the hearing, the Superintendent will have five days to provide his/her written
329 decision, together with the reasons for the decision to the grievant and the Association.

330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385

STEP 4. Board: If the Association is not satisfied with the decision at Step 2 or Step 3, or if no disposition has been made within the timeline, the Association shall have 15 business days to appeal to the Board. The Board shall arrange for a hearing with the Board, the grievant, the first level supervisor, the building principal and the Association Representative, to take place within five days of their receipt of the appeal. The grievant and the Association shall have the right to include in the representation such witnesses they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Board will have five days to provide their written decision, together with the reasons for the decision to the grievant and the Association. The Board's decision shall be final and binding upon the Parties.

6. Miscellaneous Conditions:

- a. **Contract Expiration:** Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- b. **No Reprisals:** a No reprisals of any kind will be taken by the District or its agents against any employee because of his/her participation in this grievance procedure.
- c. **Cooperation of the Parties:** The Parties will cooperate in their investigation of any grievance; and will furnish such information as is requested for the processing of any grievance.

For the purpose of assisting an employee or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the District shall permit an employee and/or an Association representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the District which pertain to the affected employee or any issue in the proceeding in question provided the district agrees with the request.
- d. **Released Time:** Should the investigation or processing of any grievance require that an employee(s) or an Association representative(s) be released from his/her regular assignment, upon request of the Association, he/she shall be released, upon approval of the district, without loss of pay or benefits.
- e. **Files:** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- f. **Form:** The form for filing grievances is attached to and made a part of this Agreement as Appendix B.
- g. **Association Grievances:** If a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance to the Principal directly, and the processing of such grievance shall commence at Step 2. Grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 3.

7. Adverse Action: The Parties agree that there shall be no strike or other economic action by the employees covered by this Agreement or by the Association, nor shall there be any lockout or other economic action by the District, while this Agreement is in effect, over any dispute which arises out of the interpretation or application of this Agreement, or an alleged violation of the terms of this Agreement.

386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423

Section K. First Aid Certification

The District will pay the costs for coaches to be trained in CPR every two years and will offer training on site. Training off site will only be paid with prior AD approval.

Section L. Term and Ratification

1. **Effective Dates:** This Agreement shall be effective as of September 1, **2022**, and shall continue in effect until August 31, **2025**. During said period of time, this Agreement shall be binding upon the District, the Association and all employees who are represented by the Association as their bargaining agent. Salary shall accrue beginning with the effective date of the individual contracts and adjusted as soon as salary data is available.
2. **Openers:** Modifications of this agreement may be subject to negotiation during the term of this agreement only upon request and by mutual agreement of both parties. Only salaries and insurance will be negotiated for each year of the three-year contract.
3. **Simultaneous Exchange:** This agreement shall continue in effect during the entire term of this agreement. The parties agree to commence negotiations on a successor agreement during the last year of the contract by July 1st. During the first negotiations meeting, the Board and Association will simultaneously exchange proposals.

Executed this day 30 of November 2022 at Okanogan, Okanogan County, Washington, by the undersigned officers by the authority and on behalf of the Board of Directors of Okanogan School District #105 and Okanogan Education Association.

BY: _____
Superintendent, OKANOGAN SCHOOL DISTRICT

BY: _____
Negotiations Chairperson, OKANOGAN EDUCATION ASSOCIATION

APPENDIX A. EXTRACURRICULAR PAY

Extra-Curricular Salary Base

The current base salary (BA/0) of the OEA contract will be multiplied by the multipliers below to determine salary.

POSITION	STEP I (1-4 Yrs.)	STEP II (5-8 Yrs.)	STEP III (9-12 Yrs.)	STEP IV (13-15 Yrs.)
ATHLETICS				
Head High School	.14	.15	.16	.17
Assistant, High School	.09	.10	.11	.12
C Squad, High School	.085	.095	.105	.115
Head, Middle School	.08	.09	.10	.11
Assistant, Middle School	.065	.075	.085	.095
C Squad, Middle School	.06	.07	.08	.09
MS Dance & Drill Advisor	.05	.06	.07	.08
Fall HS Cheerleader Coach	.14	.15	.16	.17
Winter HS Cheerleader Coach	.14	.15	.16	.17
Athletic Trainer	.14	.15	.16	.17
DRAMA	.075	.085	.095	.105
STRINGS PROGRAM				
VG Advisor	.06	.07	.08	.09
VG Assistant*	.02	.03	.04	.05
MS/HS Advisor	.04	.05	.06	.07
APPROVED CLUBS:				
Native American	.015	.025	.035	.045
Powder Hounds	.015	.025	.035	.045
JOG-A-THON COORDINATOR	.01	.015	.02	.025
PROJECT PROUD	.045	.055	.065	.075
WEIGHT ROOM**	.045	.055	.065	.075
CONCESSIONS COORDINATOR	.04	.05	.06	.07

* 9+ students

** 180 days assigned and administered by a committee and chaired by the Athletic Director.

1. **Placement:** Placement of the Extracurricular Pay Schedule will be determined by the number of years of paid varsity coaching/advising experience in a like activity, at the same level, both in and out of District. All other placements will be determined by the number of years of in-District coaching experience in the activity. The Athletic Director shall verify and report the experience level of the coaches to the Business Manager.
2. **Post Season Extension:** In the event that any coach/advisor is allowed/authorized by the District to extend his/her season beyond the normal schedule of his/her sport or activity in order to participate in post league activities, he/she shall receive a stipend of one divided by ten (1/10) of the coach's regular season salary for each full week or portion thereof of the extended season. Post season extension for Head Cheerleader coach will be paid in full for football and basketball whether there is one or both of the basketball teams reaching extended season. The Athletic

Director will decide how many full weeks are in a regular season for each sport and how many full weeks or portions thereof in the extended season for each sport.

3. **Co-Coaching Stipend**: In the event two employees agree to co-coach or advise, and the athletic director approves this arrangement, the total stipend shall be divided into equal amounts; provided that, one of the employees shall be designated as the listed coach or advisor on the Extra Duty Pay Schedule. Employees shall be paid the stipend in accordance with the above schedule in the event the District approves assigning of additional coaches or advisors.
4. ***Coaches' Clinics/Scouting**: \$3,800 will be spent per year for coaches' and athletic trainers' clinics and scouting. A coaches' committee that shall be chaired by the District's Athletic Director shall determine expenditure of the funds. All unused funds not used at the end of each year will be added to the \$3,800 for next year.
5. **Mid-Season Position Change**: Coaches who are placed into a new position in the middle of a season will receive, for the remainder of the season, a salary change that reflects the new position.
6. **Early End of Season**: If a season is cut short through no fault of the coach/advisor, the coach/advisor will continue to be paid for the entire contracted amount as long as the coach/advisor continues to conduct normally scheduled practices-activities-meetings.
7. **Post-Season Meals**: Coaches/Advisors staying overnight for post-season will receive advance travel money for food at the District's normal meal reimbursement schedule.

APPENDIX B. GRIEVANCE REPORT FORM

This form is to be utilized in initiating a grievance pursuant to the grievance procedure. The completed, signed Grievance Report Form must be submitted in presenting a grievance at Step 1, 2 and 3. The form must be addressed and delivered to the appropriate administrative supervisor at Step 1 and to the Principal at Step 2 and to the Board at Step 3.

TO: _____
Name Title

Grievant's Name _____ Address _____

Address _____ Home Phone _____

Position (or Title) _____

School _____ Department _____

Consistent with the procedure for processing grievance, I have taken the following actions: (Indicate specifically by name and title who has officially reviewed the grievance to date.)

First Step _____

Second Step _____

State specifically which part of the Contract is being grieved: _____

The relief I am seeking is: _____

Signature _____ Date _____

APPENDIX C. COACHES PER SPORT GRID

SPORT	Min. No. Needed for Team	2 COACHES	3 COACHES	4 COACHES	5 COACHES
BASKETBALL (B&G)	8	8	24		
SOCCER (B&G)	15	15	24		
BASE/SOFTBALL	12	12	24		
FOOTBALL	16	16	24	27	40
VOLLEYBALL	8	8	24		
GOLF	5	12	20		
TENNIS	12	12	24	40	
WRESTLING	8	8	24	40	
TRACK	12	12	24	40	50
X-COUNTRY	5	12	30	40	
CHEER - FALL	4	14			
CHEER - WINTER	4	14			
DANCE & DRILL	8	20			

The number of athletes in a sport will be determined after the first two weeks of practice.

The Athletic Director has the authority to grant exceptions where s/he feels it is warranted.

The Athletic Director's decision may be appealed to the Building Principal.

The Building Principal's decision is final.