

2024-2026
Collective Bargaining Agreement
Between
Elma School District No. 68
And
Elma Extracurricular Association

Preamble

This Collective Bargaining Agreement hereinafter referenced to as the "Agreement," is made and entered into by and between Elma School District No. 68, Grays Harbor County, Washington, hereinafter referred to as the District," and the Elma Extracurricular Association as EEA,

The parties, pursuant to Chapter 41.56 RCW, Public Employees' Collective Bargaining Act, have reached certain agreements on wages, hours, and terms and conditions of employment, which constitute the complete Agreement between the District and the EEA.

Article 1.0 - Recognition and Definitions

- 1.1 The District recognizes the EEA as the exclusive bargaining representative of all employees holding positions for which no certification is required and are employed on an extra-duty contract. Excluded from the bargaining unit are supervisors, confidential employees, Career and Technical Staff, and all other employees. The EEA is certified pursuant to Certification Cross-Check Decision 5629-PECB
- 1.2 Definitions: As used in this Agreement, the following terms shall apply.
 - 1.2.1 EMPLOYEE -An individual who is a member of this bargaining unit.
 - 1.2.2 PAY PROVISIONS - Pay provisions are detemlined jointly by the parties and found herein as Appendix A (add appendix)
 - 1.2.3 EXTRA CURRICULAR - Coaching and activities which do not require certification.
 - 1.2.4 DAYS - Unless otherwise noted, "day," "days," refers to days in which school is in session and is exclusive of weekends, holidays and vacations or school breaks. During the period following the last school work day and the first school work day, the term "day" shall mean week day.
 - 1.2.5 EXTRA DUTY CONTRACT - A contract signed by an employee filling an extracurricular position. Such contract is a non-continuing contract and may be terminated by the employer subject to the terms of section 13.3

Article 2.0 - Posting Procedures

- 2.1 All vacant or new positions shall be posted for a minimum of five (5) days.
- 2.2 District-wide posting will be done by individual posting announcements in each building and sent to the Association President.
- 2.3 Summer Postings - Employees with specific interest in possible vacancies which may occur during the summer months will notify the District Office, in writing, prior to the end of the school year and will leave a summer address and phone number.
 - 2.3.1 The employee shall contact the District Office within five (5) days of receiving such notification.
 - 2.3.2 Elma School District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability or the use of a trained dog guide service animal and provides equal access to the Boy Scouts and other designated youth groups. The following employee(s) have been designated to handle questions and complaints of alleged discrimination: Civil Rights and Title IX Coordinator: Christopher Nesmith 360-482-2822, cnesmith@eagles.edu; and 504 Coordinator: Kathy Gallagher, 360-482-1123, kgallagher@eagles.edu . Address 1235 Monte Elma Road, Elma, Wa 98541

Article 3.0 - Selection Process

- 3.1 When the skills, abilities, and experience are equal among applicants for a position covered by this Agreement, the District will give preference to in-District applicants.
- 3.2 The following will apply when the District determines to fill a head high school coaching position for which there is more than one (1) applicant who meets the posted qualifications:
 - a. A committee, chaired by the Athletic Director, will be established.
 - b. The Association will appoint two (2) employees to the committee.
 - c. The committee will review applicants and will submit a written recommendation to the Athletic Director; such recommendation will prioritize applicants.
 - d. The committee's recommendation is non-binding.

Article 4.0 Hiring Procedures

- 4.1 An applicant selected to fill a position shall receive a written offer.
- 4.2 Those applicants not selected will be notified within ten (10) school days of the position being filled.
- 4.3 Applicants not selected are entitled to a conference with the appropriate building administrator, provided such applicant submits a written request for a conference.

Article 5.0-Newly recognized extracurricular positions

- 5.1 A description of the duties and anticipated student contact hours for the extracurricular position will be established
- 5.2 The description will be submitted to the District and to the Association
- 5.3 The District approves the addition of the extra-curricular position
- 5.4 The Association and the District will bargain compensation for the extracurricular position taking into account the nature of the position, anticipated student contact hours, and the level of pay based on comparative districts.
- 5.5 The position will be filled in accordance with section 2.0 of this Agreement.

Article 6.0 - Periodic Meetings Between EEA and District Representatives

- 6.1 Representatives of the EEA and District shall meet at least twice annually no later than the end of the school year and no later than the end of August. District representatives will include the Athletic Director, and secondary principals.
- 6.2 The purpose of said semi-annual meetings, will be
 - a. to review extracurricular positions on Appendix A,
 - b. to clean up the formula that determines the stipend for an extracurricular position, and
 - c. to adjust the extracurricular hourly rate for any classified employee of the District hired for an extracurricular position(s) so that the employee's hourly rate, including regular overtime, for the extracurricular assignment will not exceed the stipend for the extracurricular position.
- 6.3 During a semi-annual meeting between the Association and the District, the District will review its procedures for evaluation and discipline of extracurricular employees.
- 6.4 Nothing in Section 6.0 will preclude either party from requesting additional meetings between Association and District representative

Article 7.0-Elimination of Extracurricular positions

The District will notify the Elma extracurricular leadership of the anticipated elimination of an extracurricular position.

Article 8.0-Pay for Work Performed/Employment Status

- 8.1 Each Employee shall be given a written copy of his/her Extra Duty contract containing the following:

- Employee's name
- Position
- Salary

- 8.2 Appendix A :Extra-curricular stipends will be calculated using the ETO Salary Schedule

- 8.3 All year-long activities will be paid in equal monthly payments beginning with the October pay warrant.
- 8.4 Seasonal activities will be paid in equal monthly amounts during the season worked unless the employee requests a lump sum payment be made at the completion of the work performed. Such requests must be in writing to the District Office no later than one (1) week after the start of the season worked.
- 8.5 Post Season Coaching Pay: Compensation for authorized post season work shall be as follows:
- 8.5.1. Practice: Up to 3.0 hours per authorized practice at hourly rate
- 8.5.2. Authorized "Post Season" competition.
- Definition: "Post Season" will become effective after the completion of the regular league competition.
- a. Home Field Events: Up to 3 hours at hourly rate
- b. Away Events up to 80 miles one way: Up to 5 hours at hourly rate
- c. Away 81 + miles one way: up to 8 hours at hourly rate
- d. Overnight stay with accommodations and supervision: 12 hours at hourly rate.
- 8.5.3. There will be no additional pay for practice/or competition that occurs during "regular" workday hours with coaching pay beginning from end of contract day.
- 8.5.4 Hours are based on competitions, which are one match/game per day. Competitions, which involve multiple matches, (e.g. baseball, wrestling, track, etc.) employees may submit up to 12 hours at hourly rate.
- 8.6. Time sheets must be submitted and approved by High School Principal, the Athletic Director and Superintendent for post-season compensation before being forwarded to the District payroll fiscal secretary. Post season time sheets must be submitted within 30 days of post season play.
- 8.7 Years of experience steps on the salary schedule shall be computed on the basis of the total number of years, regardless of interruption, that the individual has served for contracted pay by Elma School District in that particular capacity and activity (e.g. Assistant Coach in Football up the maximum number of steps allowed in the schedule. A Middle School level coach or advisor's experience per year in the specific sport or activity shall be equal to one year of Assistant Coach or Advisor at High School level.)
- 8.8 Subsequent to September 1, 1998*, any individual who is hired as Head Coach of a sport or Head Advisor or in an activity in which that person has served as an assistant in a paid capacity with Elma School District shall receive experience credit on the steps of the salary schedule according to the following formula:
- 1 or 2 years of assistant experience = 0 credit for Head Coach experience
- 3, 4, or 5 years of paid assistant experience = 1 year of credit for Head Coach experience
- 6,7 or 8 years of paid assistant experience = 2 years of credit for Head Coach

experience

*Note: This section does not apply to any Head Coach or Head Advisor hired into such position prior to September 1, 1998.

- 8.9 The stipend amount for any newly created position will be a matter of bargaining between the Association and the District.
- 8.10 Additional Coaching Assistants: A Head Coach may request an additional assistant coach by submitting a written request and rationale for such additional assistant coach to the Athletic Director.

Article 9.0 - Evaluation

- 9.1 All employees will be evaluated annually. Evaluations will be completed within thirty (30) school days after the close of the season for the athletic activity. Prior to receiving an overall evaluation of satisfactory, head coaches are required to complete an inventory with the athletic director within 30 days of last competition.
- 9.2 A copy of the athletic evaluation form will be provided to EEA at the beginning of the school year.
- 9.3 The Athletic Director will retain coaches' evaluations for not longer than five (5) years.
- 9.4 Head coach concerns regarding an assistant coach may be provided in writing to the Athletic Director in a timely manner. Upon receipt of the written concerns, the Athletic Director will schedule a meeting within ten (10) school days with the head coach and the assistant to discuss the written concerns. Within ten (10) school days following said meeting, the Athletic Director will provide a written summary of the meeting; such summary will address the concerns submitted by the Head Coach.

Article 10.0 - Severability

- 10.1 If any provision of this Agreement or any application of the Agreement shall be found to be contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect.
- 10.2 If any provision of this Agreement is so held to be contrary to law, the parties shall, by mutual consent, commence bargaining on said provision as soon thereafter as is reasonably possible.

Article 11.0 - Distribution of the Agreement

- 11.0 Within thirty (30) days from execution of this Agreement, the District will post said agreement electronically to the district website. The Athletic Director shall provide printed copies of the CBA to each coach and review the EEA contract with coaches prior to the start of each season.
- 11.1 The District will provide newly hired employees a copy of this Agreement.
- 11.2 All costs of preparing and printing this Agreement prior to the preseason coaches meeting shall be borne by the District.

Article 12.0 – Association Rights

- 12.1 The EEA shall have the right to use District buildings for meetings to transact Association business in accordance with District policy, procedures, rules, and regulations governing the public use of buildings.
- 12.2 The EEA shall have the right to use faculty room bulletin boards and employee mail boxes for communications with employees, provided that such notices will be signed and dated by the Association President.
- 12.3 Association representatives shall have the right to visit the District's premises to meet with employees when employees are not performing duties. Such representative(s) shall first check in at the building office
- 12.4 The District shall make available to the EEA a copy of the monthly budget report.
- 12.5 The Association is entitled to District information that is public record.

Article 13.0 – Employee Rights

- 13.1 District recognizes the right of employees to join support and assist the Association for the purposes of engaging in collective bargaining for wages, hours, and terms and conditions of employment.
- 13.2 Employees shall be entitled to full rights of citizenship. The Parties shall not discriminate against any employee because of domicile, race, creed, religion, color, national origin, age, gender, or marital status.
- 13.3 If an employee is terminated during the employee's contracted term of employment, the employer will schedule a hearing with the employee to review the reasons for such termination. The employee is entitled to have an Association representative present at such hearing.
- 13.4 Written complaints made against an employee will be sent to the employee within five (5) days of receipt of the complaint. If the employee is not in attendance, the complaint will be sent on the first day the employee returns. Any complaint not sent to the employee may not be used as the basis for discipline.

Article 14.0 Liability Insurance Benefits

- 14.1 The District shall provide insurance for the protection of employees pursuant to RCW 28A.400.370, which states in part, "Mandatory Insurance Coverage for employees shall provide insurance protection covering employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof when that is deemed necessary by such employees. Such insurance protection must include as a minimum, liability insurance covering injury to persons and property, and insurance protecting those employees from loss or damage of their personal property incurred while so engaged."

Article 15.0- Grievance Procedure

- 15.1 Definition: A grievance is an alleged misinterpretation of or violation of terms and/or provisions of this Agreement. Grievant shall mean an individual or group of individuals.

Nothing contained herein 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

- 15.2 Procedure for processing Grievances:

Immediate Supervisor - The employee must formally present his/her concern to the immediate supervisor. 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 ten (10) days from the event on which the grievance is based.

15.2.1 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 grievant and dated.

15.2.2 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), the EEA representative, and the Superintendent. The immediate supervisor shall answer the grievance in writing. The immediate supervisor's answer shall include the reasons upon which the decision was based within ten (10) school days of receiving the grievance and shall concurrently send a copy of the grievance, his/her decision, and all supportive evidence to the grievant(s), the EEA representative and the Superintendent.

- 15.3 Superintendent - If no satisfactory settlement is reached at Step 1, the grievance may be appealed to the Superintendent, or his/her designated representative, within ten (10) School days of receipt of the decision rendered in Step 1.

15.3.1 The Superintendent or his designated representative shall arrange for a grievance meeting with the grievant(s) and/or EEA representative and such meeting shall be scheduled within ten (10) school days of the receipt of the Step 2 appeal. The purpose of this meeting shall be to effect a resolution of the grievance.

15.3.2 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), EEA representative, and immediate supervisor within ten (10) school days from the conclusion of the meeting.

15.4 School Board- If no satisfactory settlement is reached at Step 2, the grievance may be appealed to Step 3 within ten (10) school days after receiving the disposition of the Superintendent or after the above stated time limits have expired, and submit the grievance to the Board.

15.4.1 If the grievance is submitted to the Board, the Board within twenty (20) school days

shall meet with the grievant, the Association representative and the Superintendent to review such grievance in executive session or give such grievance the consideration as it shall deem appropriate.

- 15.4.2 The disposition by the Board shall be made to the grievant in writing within ten (10) school days of the meeting. A notification of such disposition shall be furnished to the grievant, the Association, the immediate supervisor.

Article 16.0 Duration of the Agreement

17.1 To be in effect, this Agreement must be ratified by the Association and the Board and then signed by the parties.

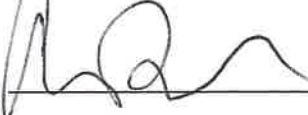
This Agreement will be effective through August 31, 2024

17.2 EXECUTED THIS ____ day of _____, 2023 at Elma, Grays Harbor County, Washington, by the undersigned officers with the authority of and on behalf of the Parties.

FOR THE DISTRICT:



Board Chairman



Superintendent

FOR THE ASSOCIATION:


_____ Association President


_____ Chief Negotiator