

COLLECTIVE BARGAINING AGREEMENT

Aberdeen Athletic/Activities Association

And the

Aberdeen School District No. 5

August 1, 2024 – July 31, 2029

TABLE OF CONTENTS

PREAMBLE.....	2
ARTICLE I – CONTRACT ADMINISTRATION.....	2
<i>Section 1 – Recognition.....</i>	<i>2</i>
<i>Section 2 – Conformity to Law.....</i>	<i>2</i>
ARTICLE II – ASSOCIATION RIGHTS AND RESPONSIBILITIES.....	2
<i>Section 1 – Compliance With Law.....</i>	<i>2</i>
<i>Section 2 – Access.....</i>	<i>2</i>
<i>Section 3 – Dues.....</i>	<i>3</i>
<i>Section 4 – Communication.....</i>	<i>3</i>
ARTICLE III – DISTRICT RIGHTS AND RESPONSIBILITIES.....	3
<i>Section 1 – Authority.....</i>	<i>3</i>
<i>Section 2 – Communication.....</i>	<i>3</i>
ARTICLE IV – EMPLOYEE RIGHTS.....	4
<i>Section 1 – Non-Discrimination Clause.....</i>	<i>4</i>
<i>Section 2 – Job Postings.....</i>	<i>4</i>
<i>Section 3 – Workers' Compensation.....</i>	<i>4</i>
ARTICLE V – EMPLOYEE RESPONSIBILITIES.....	4
<i>Section 1 – Issuance of Contracts.....</i>	<i>4</i>
<i>Section 2 – Copies of Individual Contracts.....</i>	<i>5</i>
<i>Section 3 – Work Season.....</i>	<i>5</i>
<i>Section 4 – Time Sheets.....</i>	<i>5</i>
<i>Section 5 – Safe Schools, WIAA, and other Training.....</i>	<i>5</i>
<i>Section 6 – Policy and Procedures.....</i>	<i>5</i>
ARTICLE VI – ECONOMIC PROVISIONS.....	5
INDIVIDUAL EMPLOYEE CONTRACTS.....	5
<i>Section 1 – Salary Schedule.....</i>	<i>5</i>
<i>Section 2 – Experience.....</i>	<i>6</i>
<i>Section 3 – Number of Coaches.....</i>	<i>7</i>
<i>Section 4 – Intramurals.....</i>	<i>7</i>
<i>Section 5 – Classified Overtime Pay Exceeding Forty (40) Hours Per Week, Exceeding Total Hours Per Year.....</i>	<i>7</i>
<i>Section 6 – Payment.....</i>	<i>7</i>
<i>Section 7 – Pre-Season Compensation.....</i>	<i>8</i>
<i>Section 8 – Post Season Compensation.....</i>	<i>8</i>
ARTICLE VII – EVALUATION.....	9
ARTICLE VIII – GRIEVANCE PROCEDURE.....	10
<i>Section 1 – Definition.....</i>	<i>10</i>
<i>Section 2 – Procedure.....</i>	<i>10</i>
<i>Section 3 – Time Limits.....</i>	<i>11</i>
ARTICLE IX – DISCIPLINE AND DISCHARGE OF EMPLOYEES.....	12
ARTICLE X – DURATION AND MAINTENANCE.....	12

PREAMBLE

The agreement is made and entered into by and between the Aberdeen School District, hereinafter called the "District", and the Aberdeen 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 Aberdeen Athletic/Activities Association, an affiliate of the Aberdeen Education Association (AEA) and its affiliates, as an exclusive bargaining representative 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.

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

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 - Compliance With Law

The Aberdeen Athletic/Activities Association assures the Aberdeen School District No. 5 that its labor union will comply with all state and federal guidelines and/or regulations.

Section 2 - 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.

Section 3 – Dues

Members of the bargaining unit who are not already members of a WEA affiliate may choose to be members of the WEA under authority of this bargaining unit and may have their dues deducted through payroll deduction, the amount of which will be given to the District by September 15 of each school year.

Section 4 - Communication

It is the responsibility of the Employee, either directly or through the Association, to promptly inform the District of any potential conflict between the responsibilities of any individual under this agreement and their responsibilities under any other agreement or contract with the District.

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.

It is acknowledged that the extra-curricular program is funded by local funds generated by Enrichment Levies. The District reserves the right to reduce size and scope of extra-curriculum programs in the event of an Enrichment Levy failure, state funding reductions and a decline in student enrollment. The right to make reasonable rules and regulations is an acknowledged function of the District.

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 extra-curricular policy or procedure.

ARTICLE IV - EMPLOYEE RIGHTS

Section 1 - Non-Discrimination Clause

There shall be no discrimination against any employee on the basis of race, color, national origin, sex, sexual orientation including gender expression or identity, creed, religion, age, veteran or military status, the presence of any sensory, mental or physical disability, or the use of trained dog guide or service animal by a person with a disability and provides equal access to the Boy Scouts of America and other designated youth groups. 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

Open positions shall be publicized by means of electronically posting to the district's website for a minimum of five (5) workdays.

Section 3 - Workers' Compensation

- A. The District agrees to insure all Employees as required under RCW Chapter 51, the Washington State Industrial Insurance Act (Workers' Compensation).
- B. If an Employee is injured on the job, he/she shall file an application for Workers' Compensation in accordance with state law.
- C. He/she shall receive Workers' Compensation as determined by the Workers' Compensation Act.

ARTICLE V - EMPLOYEE RESPONSIBILITIES

Section 1 - Issuance of Contracts

Each Employee will receive an employment contract with the District. Each contract is subject to Washington State Law. There are no provisions for automatically continuing any contract from one year to the next. The District agrees to issue contracts within ten (10) working days following Board approval for contracts within the current school year.

Section 2 – Copies of Individual Contracts

A copy of the Individual Employee contract will be sent electronically for signature (each coach must have a current email address on file with Human Resources). After signing, employee shall print one (1) copy for themselves, one (1) copy shall be placed in the individual Employee’s personnel file, one (1) copy shall be placed in the Athletic Director’s office, and one (1) copy shall be placed in the payroll office.

Section 3 – Work Season

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.

Section 4 – Time Sheets

All employees covered under this Agreement shall complete a monthly time sheet supplied by the District. It is the Employee’s responsibility to inform their building principal or designee before they exceed forty (40) hours in a week under this contract; exceed forty (40) hours in a week in all classified contracts; or exceed the total number of hours in the year that are provided for in their contract. Completion of timesheet is required for payment.

Section 5 – Safe Schools, WIAA, and other Training

All employees are required to complete Safe School, WIAA, and other required training.

Section 6 – Policy and Procedures

All employees are required to follow District policies and procedures for athletics as specified in board policy and the athletic handbook.

ARTICLE VI - ECONOMIC PROVISIONS

INDIVIDUAL EMPLOYEE CONTRACTS

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. A salary survey of five (5) mutually agreed upon districts (typically two (2) local districts and three (3) outside districts that align with our district playoff berth or like sport) will be used to consider salary adjustments.

For the period of August 1, 2024 through July 31, 2025

A salary survey (as described above). The current Implicit Price Deflator (IPD) set by the state will be applied, 2024-2025: 3.7%

For the period of August 1, 2025 through July 31, 2026

The current Implicit Price Deflator (IPD) set by the state will be applied.

For the period of August 1, 2026 through July 31, 2027

Salary survey will be used and the current IPD set by the state will be applied.

For the period of August 1, 2027 through July 31, 2028

The current Implicit Price Deflator (IPD) set by the state will be applied.

For the period of August 1, 2028 through July 31, 2029

Salary survey will be used and the current IPD set by the state will be applied.

Anticipated increases to the base salary for ensuing years are contingent on the District's successful passage of the Enrichment Levy.

- All assistant coaches are paid sixty-five percent (65%) of the salary allotted to the head coaching position.
- The salary for any coach that does not work for an entire season will be prorated based on the actual number of days worked.

Section 2 - Experience

Experience is awarded according to the following schedule:

Verified	Completed Years of Experience
0-1	Step 1
2-3	Step 2
4-5	Step 3
6 or more	Step 4

- Experience is transferable, if the experience is in the same sport or activity.
- Experience as an assistant in the same activity will be given half credit at the head coaching level. Head coaches moving to assistant coaching position in the same sport or activity will retain their experience points.
- Junior high head coaches and junior high assistant transferring to the same sport or activity at the high school level as a head coach will be given half credit for experience.

- Junior high head coaches and junior high assistant coaches transferring to the same sport or activity at the high school level as an assistant coach will be given full credit for experience.
- Coaches who transfer from high school to junior high positions in the same activity will retain experience.
- College coaching experience will transfer the same as high school coaching experience.
- There will be no rounding up of experience for salary calculation.
- Two years of experience will be awarded for five (5) or more years' experience from another sport.

Section 3 - Number of Coaches

Not counting intramural coaches the guidelines for the number of coaches are:

<u>Senior High School</u>		<u>Junior High School</u>	
Head Coaches	20	Head or Co-Coaches	24
Assistant Coaches	40	Assistant Coaches	9

Section 4 - Intramurals

Coaches for each intramural season at the high school level (Fall, Winter, and Spring) shall be paid \$1,051.00. A maximum of three (3) intramural coaches (one for each season) is available for the year.

When splitting a stipend between two or more individuals, the division of the stipend for each individual can be approved by the building principal. If no qualifying activities are offered, no stipend will be paid.

Section 5 - Classified Overtime Pay

Exceeding Forty (40) Hours Per Week, Exceeding Total Hours Per Year

All Employees are required to complete a monthly time sheet supplied by the District. Under this Agreement an individual shall not exceed forty (40) hours of work per week without prior approval from their supervisor. If the individual performs work in another classified position with the district, they cannot exceed forty (40) hours of work per week under all contracts with the District without prior notice to the Athletic Director. If the individual exceeds the forty (40) hours of work per week they will be paid at the overtime rate of pay which is one and a half (1.5) times the hourly rate of their regular hourly rate.

Section 6 - Payment

All Coaching employees are required to complete a monthly time sheet supplied by the District. Extra-curricular contracts will be paid in equal monthly installments during

the season when the service is rendered. Overtime pay will be paid at the end of the month following the month in which overtime was incurred.

Section 7 – Pre-Season Compensation

1. Coaches whose teams participate in spring/summer school sponsored practices, because of WIAA sanctioned pre-season activities will be compensated. Practices are defined as events which incorporate only AHS students.
2. Head coaches and the Athletic Director will determine those coaches who receive pre-season pay for practice. In case of an impasse, the superintendent or designee will determine the coaches that will receive pre-season pay.
3. Designated coaches will be paid according to the following schedule:

Head Coach: Practice day: \$50/day

Assistant Coach: Practice day: \$32.50/day

Assistant Coach stipend will be 65% of Head Coach amount. All pre-season compensation will be based on the Coaching stipend fte (i.e. .5 coach contract will receive .5 of pre-season compensation)

4. No coach shall be paid for pre-season activities unless the coach agrees and is Able to fulfill the responsibilities of the pre-season activities.

Section 8 – Post Season Compensation

1. Coaches whose teams/athletes qualify to participate in extended seasons because of WIAA sanctioned post season (district, regional, state) activities will be compensated. Post season play is defined as practice and competition following the completion of the regular season scheduled contests as outlined by WIAA. Sub-district practice and competition is considered part of the regular season (except for Track and Field).
2. Head coaches and the Athletic Director will determine those coaches who receive post season pay for practice and competition. In case of an impasse, the superintendent or designee will determine the coaches that will receive post season pay.
3. Designated coaches taking contestants to post season play-offs shall be only those necessary for the safe and effective participation of students. Appropriate coverage for male coaches of female athletes (or vice-versa) will be arranged.
4. Post season compensation will be paid for practice days and competition that occurs beyond the normal workday and beyond the regular season.

5. Designated coaches will be paid according to the following schedule:

Head Coach: Practice day: \$50/day

Assistant Coach: Practice day: \$32.50/day

Assistant Coach stipend will be 65% of Head Coach amount. All pre-season compensation will be based on the Coaching stipend fte (i.e. .5 coach contract will receive .5 of pre-season compensation)

6. No coach shall be paid for post-season play and a subsequent season at the same time unless the coach is able to fulfill the responsibilities of both sports.
7. Post Season Meal Money will only be provided for state and regional level competitions.

ARTICLE VII - EVALUATION

All Employees will be evaluated annually by the Athletic Director or designee within thirty (30) calendar days of the end of the season (state playoffs or activity using the Coaches Evaluation Report attached as Appendix C. It is the intent of the District to notify coaches of any concerns within a reasonable time frame and to give coaches an opportunity to address and improve upon areas of concern. The District does not guarantee that the Employee will be offered a contract for the same extra-curricular position for the ensuing year. The Athletic Director or designee has sole responsibility in evaluating and selecting extra-curricular employees.

Responsibility for Evaluation:

- The Athletic Director will evaluate the Head Coaches. If the Athletic Director identifies any concerns regarding a head coach during the season, they will arrange a face-to-face discussion prior to the evaluation. Following this conversation, the Athletic Director will send an email summarizing the discussion and specifying any corrective actions or improvements required.
- The Head Coach will assess the assistant coaches. Should the Head Coach have any concerns about an assistant coach during the season, they will conduct a face-to-face meeting prior to the evaluation. Subsequently, the Head Coach will send an email to both the assistant coach and the Athletic Director detailing the discussion and outlining any necessary corrective actions or improvements.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1 - Definition

A grievance is an alleged violation of a specific term of this agreement or a dispute regarding an interpretation of the agreement. A grievance shall be only for an act or event, which actually occurred. A grievant shall mean an Employee, or a group of Employees. Employees have the right to forego Association representation in this procedure.

Section 2 - Procedure

Step 1:

Employees shall first discuss (face to face) the grievance with the head coach or immediate supervisor. At subsequent discussion, if the employee so wishes, they may be accompanied by an Association representative.

All grievances not brought to the immediate supervisor in accordance with the preceding sentence within fifteen (15) working days of the occurrence of the grievance shall be invalid and subject to no further processing.

Step 2:

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to writing a statement of the grievance containing the following:

- A. The facts on which the grievance is based (which shall include the name of the person deemed responsible for the alleged grievance; or in the event the person allegedly responsible for the grievance is in doubt, the name of the individual with which the preliminary conference was held);
- B. A reference to the provisions in this Agreement which have been allegedly violated; and
- C. The remedy sought.

The employee shall submit this written statement of grievance to the Athletic Director for reconsideration within twenty (20) working days of the occurrence of the grievance. The parties will have ten (10) working days from submission of this written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to this grievance shall sign it.

Step 3:

If no settlement has been reached within ten (10) working days referred to in the preceding subsection, this written statement of grievance shall be submitted within ten (10) working days to the District superintendent or the superintendent's designee. After such submission, the parties will have ten (10)

working days to schedule a mutually agreeable time to hold a hearing to consider this grievance. The superintendent or the superintendent's designee will have five (5) working days after the meeting to respond in writing.

Step 4:

In the event the grievant is not satisfied with the results at Step 3, they may ask the Association to request a meeting with the Board of Directors through the Superintendent. The Board shall, within twenty (20) school days of the receipt of this request, confer with the grievant and/or representatives of the Association to hear the grievance. The Board shall communicate its written decision within ten (10) school days after this meeting. If the grievant does not appeal this grievance to the Board within ten (10) school days after failing to achieve satisfaction at Step 3, this grievance shall be automatically waived.

Section 3 - Time Limits

The time limits provided in the Article shall be strictly observed unless extended by written agreement of the parties. Failure of the grievant to proceed with its grievance within the time herein before provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action, within the times provided, shall entitle the grievant to proceed to the next step of the grievance procedure. Time limits under unusual circumstances may be extended by mutual consent.

ARTICLE IX - DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 1 - Definition and Procedure

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the Grievance Procedure hereinafter provided if so requested by the employee. At any meeting held between an employee and a supervisor which could result in discipline, the employee will be provided union representation. The employee shall have the right to choose any AAAA representative as long as they are reasonably available. The employee may choose any AAAA union member as their representative.

The District shall have the right to use progressive discipline with employees. The steps in progressive discipline are as follows:

1. Oral Warning
2. Written Reprimand
3. Suspension with or without pay
4. Discharge

