

**AGREEMENT BETWEEN  
NAPAVINE SCHOOL DISTRICT  
AND  
NAPAVINE EXTRACURRICULAR ASSOCIATION  
September, 2018 Through August, 2019**

**Agreement Between  
Napavine School District**

**And**

**Napavine Extracurricular Association**

**Preamble**

This Collective Bargaining Agreement hereinafter referred as the "Agreement" is made and entered into by and between Napavine School District No. 14 Lewis County, Washington, hereinafter referred to as the District and Napavine Extracurricular Association and its affiliates, hereinafter referred to as the "Association."

WHEREAS, the parties, pursuant to Chapter 41.56 RCW, have reached certain agreements on wages, hours, and terms and conditions of employment, which they desire to confirm in this document. In consideration of the following covenants, it is hereby agreed as follows.

## ARTICLE I ADMINISTRATION

### **Section 1- Recognition and Definitions**

The District recognizes the Association as the exclusive bargaining representative of all employees who conduct extracurricular activities and perform related assignments as identified in Appendix A in the Napavine School District for which no certification is required, excluding certificated employees, supervisors, confidential employees, casual employees, and all other employees.

The District recognizes the Napavine Extracurricular 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.

**EMPLOYEE:** An individual who is a member of the bargaining unit as set out in this Agreement.

**PAY PROVISIONS:** Pay provisions are determined jointly by the parties and are found herein as Appendix B.

**EXTRA-CURRICULAR:** Coaching and activities which do not require a teaching certificate are listed on Appendix A and paid as agreed to in Appendix B.

**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 day in June and the first school day in the fall, the term "day" shall mean week day.

### **Section 2 -- Status of the Agreement**

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms. No other policies are in effect.

All wages, hours, terms and conditions of employment will remain in full force and effect until the effective date of a subsequent agreement, not to exceed one year from the termination date stated in the agreement; provided however, both parties can mutually agree to exclude certain provisions, provided further, provisions within the Collective Bargaining Agreement with separate and specific termination dates are excluded and continue in full force and effect until the specific termination dates.

### **Section 3 - Conformity to Law**

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 the Agreement to an employee or group 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.

#### **Section 4 - Distribution of Contract**

Following ratification and signing of this Agreement, the District and Association will each maintain an electronic copy and signed original copy of the Agreement. The Association shall distribute copies of this Agreement to all employees who request. All employees new to the District shall be provided a of the Agreement by the District upon their date of hire and such Agreement shall be available for review to all applicants for extra-curricular positions.

#### **Section 5 - Agreement / Administration / Interpretation**

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 in a timely manner.

### **ARTICLE II BUSINESS**

#### **Section 1 - Association Rights**

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.

The Association shall have the right to use school facilities for meetings and school equipment in the same manner as other individuals and organizations.

Association agents shall be permitted to transact Association business on school property at times not associated with work.

### **ARTICLE III PERSONNEL**

#### **Section 1 - Complaints Concerning Staff or Programs**

Most complaints can be resolved by informal discussion between the citizen, staff member and Athletic Director. Should the matter not be resolved, the Athletic Director and the principal shall attempt to resolve the issue through a conference with the citizen and the staff member.

The following procedures apply to the processing of a complaint which cannot be resolved in the manner described above:

- A. If the problem is not satisfactorily resolved at the building level, the citizen should file a written complaint (using the form labeled Appendix D as attached) with the Superintendent which describes the problem and a suggested solution. The Superintendent should send copies to the principal and staff member.
- B. The principal and staff member shall respond to the Superintendent in writing or in person.
- C. The Superintendent shall then attempt to resolve the matter through a

conference with the citizen, staff member, and principal.

- D. If the matter is still not resolved, the Superintendent shall present the issue to the Board. If the complaint is against a staff member, the complaint shall be handled in executive session in the presence of the staff member. The Board shall attempt to make a final resolution of the matter. Any formal action(s) by the Board must take place at an open meeting.

## **Section 2 - Employee Rights**

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 negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Washington, the District undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Washington or the Constitutions of Washington and the United States; that it will not discriminate against any employee with respect to hours, wages, or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the District, of his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

## **Section 3 - Sexual Harassment**

Sexual harassment of employees is prohibited in the workplace by any person and in any form at any time.

The District is committed to a working and learning environment that is free of discriminatory intimidation. Sexual harassment of students or staff members is a form of illegal sex-based discrimination and will not be tolerated.

## **Section 4 – Employee Evaluation**

Every employee will be evaluated in writing annually. A copy of the evaluation forms to be used is attached as Appendix C.

The principal will evaluate the Athletic Director. The Athletic Director will perform the evaluation of the Head Coaches, and in the event the Athletic Director is a Head Coach, the principal will perform that evaluation. The Head Coach will have input into the evaluation of all Assistant Coaches under their supervision. The High School Head Coach of the sports program will have input into the evaluation of the Junior High Head Coach of that sports program.

Evaluations will be completed for all positions covered by this Agreement.

## **Section 5 – Extracurricular Vacancy**

Posting: All vacancies (including new positions) occurring during the work year shall be reported to the Association and posted in each building for a minimum of seven

calendar days.

The Head Coach will be a participant in the hiring of Assistant Coaches for their sport. Other members of the bargaining group are encouraged to provide input into the hiring of prospective applicants. The District maintains the right to final decisions on hiring.

### **Section 6 - Personnel Files**

Employees shall, upon request, have the right to inspect all contents of their complete personnel files. Anyone, at the employee's request, may be present in this review.

Any derogatory material not shown to an employee within five (5) days after receipt or composition shall not be allowed as evidence in any disciplinary action against such employee. No evaluation, correspondence, or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee's signed acknowledgment and opportunity to attach his/her own comments.

### **Section 7 - Training / In-Service**

The District will pay to maintain the employee's required first-aid card.

The District will, in good faith, support coaches and advisors with resources for training, certification and other requirements necessary for the conduct of their services to the district. A request for funds to attend conferences, clinics, etc., will be made to the Athletic Director.

At the bottom of the non-certificated salary schedule, a statement as to the dollar amount to support certification for coaches will be added.

### **Section 8 - Player/Coach Ratio**

In good faith, the District will make every effort to maintain an 8:1 ratio.

8th grade student athletes will not count toward the High School ratio, but 8th grade students can be used to create a Junior Varsity team if the numbers are needed.

### **Section 9 - EXTENDED SPORT SEASON**

Any event after the regular season equals extended sport season for salary purposes. All employees represented by the Agreement will receive additional compensation per week for participation in any extended season event. (i.e. District and State Competitions).

Team sports will include all paid (under contract) coaches in the extended sport season. Individual sports (Track, Wrestling, Etc) will include the paid (under contract) head coach and the paid (under contract) specific position coach of each eligible athlete that qualifies for extended season.

### **Section 10 - Practice Times**

Head coaches, in coordination with the Athletic Director, will determine practice date and times. All program coaches will work in good faith to coordinate facilities so that there is equal access to facilities and equal access to available times.

Coaches that are employees with the district (certificated and classified) will not conduct practices during school and/or district directed time during Mandatory Days and/or Waiver Days. The District will in good faith get the schedule of the Mandatory Days and Waiver Days out in a timely manner for coaches to prepare.

The District and the Association will work in good faith to collaborate solutions if there is a need to adjust the times in specific situations.

#### ARTICLE IV DISPUTE RESOLUTION

##### Section 1 - Dispute Resolution Process

An employee who has a complaint regarding interpretation of an application of the Collective Bargaining Agreement should first meet with the Athletic Director to resolve the issue. If resolution of the complaint is not reached, the employee may request to meet with the principal. If the complaint is not resolved at the principal level, the employee may request that his/her complaint be presented at a meeting of the Association and District. If the complaint is not resolved, the Association or District may request mediation. Costs for mediation will be borne equally by the Association and the District.

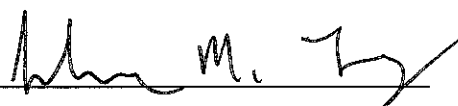
Complaints brought regarding the interpretation of an application of the Agreement will be resolved expeditiously and collaboratively.

#### ARTICLE V DURATION

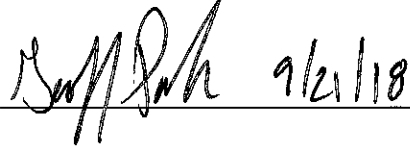
##### Expiration

This Agreement shall be in effect from September 1, 2018, through August 31, 2019. The parties agree to reopen this Agreement to commence bargaining on a new Agreement within a reasonable time prior to or after the expiration date as stated above.

FOR THE ASSOCIATION

\_\_\_\_\_  
  
\_\_\_\_\_  
9-21-18

FOR THE DISTRICT

\_\_\_\_\_  
  
\_\_\_\_\_  
9/21/18

## APPENDIX A

### **Positions in the Napavine Extra-Curricular Association**

High School Head Coaches High School Assistant Coaches Jr. High Head Coaches Jr.  
High Assistant Coaches 2nd Assistant High School Coach 2nd Assistant Jr. High Coach  
Cheerleader Coach



Napavine School District  
Napavine WA

APPENDIX B

2018-2019

NON-CERTIFICATED

SUPPLEMENTAL SALARY SCHEDULE

BASE RATE \$40,000

STEP	A	B	C	D	E	F	G	H	I	J	K	L	M
	00	01	02	03	04	05	06	07	08	09	10	11	12
0	\$4,400 0.110000	\$3,000 0.075000	\$2,400 0.060000	\$2,000 0.050000	\$1,600 0.040000	\$1,200 0.030000	\$800 0.020000	\$600 0.015000	\$400 0.010000	\$796 0.019900	\$600 0.015000	\$350 0.008750	\$150 0.003750
1	\$4,640 0.116000	\$3,240 0.081000	\$2,640 0.066000	\$2,240 0.056000	\$1,840 0.046000	\$1,440 0.036000	\$1,040 0.026000	\$840 0.021000	\$640 0.016000	\$850 0.021249	\$640 0.016000	\$400 0.010000	\$170 0.004250
2	\$4,880 0.122000	\$3,480 0.087000	\$2,880 0.072000	\$2,480 0.062000	\$2,080 0.052000	\$1,680 0.042000	\$1,280 0.032000	\$1,080 0.027000	\$880 0.022000	\$880 0.022000	\$680 0.017000	\$440 0.011000	\$190 0.004750
3	\$5,120 0.128000	\$3,720 0.093000	\$3,120 0.078000	\$2,720 0.068000	\$2,320 0.058000	\$1,920 0.048000	\$1,520 0.038000	\$1,320 0.033000	\$1,120 0.028000	\$960 0.024000	\$760 0.019000	\$480 0.012000	\$210 0.005250
4	\$5,360 0.134000	\$3,960 0.099000	\$3,360 0.084000	\$2,960 0.074000	\$2,560 0.064000	\$2,160 0.054000	\$1,760 0.044000	\$1,560 0.039000	\$1,360 0.034000	\$1,000 0.024990	\$800 0.019990	\$550 0.013749	\$230 0.005750

Group A  
Head High School Coach

Group B  
Assistant High School Coach

Group C  
2nd Assistant High School Coach

Group D  
Jr High Head Coach

Group E  
Fall Cheer Coach  
Winter Cheer Coach

Group E  
Jr. Hi Assist. Coach  
2nd Jr. High Assist Coach

\*Steps on grid from outside the district or for advancement from assistant to head coach will be granted a 1:2 ratio.

**NOTE:**

Cheer Coach receives \$150.00 per week for extended season competition.

Coaches receive \$300.00 per week of extended season competition.

For 2018-2019 school year \$2000.00 will be available to support certification for coaches.

8/27/18

**APPENDIX C**

**Napavine HS  
Coaches' Evaluation**

Coach \_\_\_\_\_ Assignment \_\_\_\_\_ Date \_\_\_\_\_

Comments:

	S	NI	U
<b>I. PROFESSIONAL REQUIREMENTS OF ALL COACHES</b>			
A. Cooperates with and follows district, building, and athletic director's administrative policies and requirements.			
B. Has a positive relationship with district and building personnel			
C. Cooperates with coaches of different sports			
D. Maintains a positive working relationship with district-wide coaches of the same sport			
F. Maintains positive, cooperative relationships with parents and patrons			
G. Maintains sportsmanlike conduct toward spectators and officials			
H. Is honest and impartial in all relationships with athletes			
I. Is consistent in the enforcement of policies			
J. Maintains the respect of players			
K. Has ability to analyze individual player's limitations and potentials			
L. Establishes and maintains appropriate codes of sportsmanship for players			
M. Is an appropriate role model and provides appropriate supervision			
N. Has thorough knowledge of assigned coaching position and continues to upgrade this knowledge by participation in professional clinics			
O. Has a current Red Cross First Aid Card. Date expires:			
P. Uses sound and acceptable teaching practices and conducts organized practice sessions			
Q. Adheres to efficient and sound program of injury prevention. When injuries do occur, follows prescribed routine and maintains good communication with patient, doctor, and parents.			
<b>II. HEAD COACH RESPONSIBILITIES</b>			
A. Has thorough knowledge of assistant coaches' abilities and utilizes these abilities to the advantage of the program			
B. Delegates responsibility in a positive manner			
C. Uses cooperative processes for decision-making			
D. Defines duties for and supports each assistant coach			
E. Lends oversight to the entire 7-12 program			
F. Complies with inventory, equipment care, and storage requirements			
G. Provides for equipment repair, maintenance, and rotation			
H. Operates within the financial constraints established for sport			
<b>II. ASSISTANT COACH RESPONSIBILITIES</b>			
A. Assumes delegated responsibility			
B. Shows initiative in assigned sport			
C. Supports head coach			
D. Supports other assistants			
E. Displays same coaching enthusiasm for assigned sports as expected of a head coach			

**III. ADDITIONAL COMMENTS:**

Athletic Director \_\_\_\_\_ Coach \_\_\_\_\_ Date \_\_\_\_\_

/Principal

**APPENDIX D**

Napavine School District No. 14  
P.O. Box 840  
Napavine, WA 98565  
360-262-3303  
FAX 360-262-9737

**Complaint Against School District Employee**

To: Superintendent

Date: \_\_\_\_\_

Name of person(s) against whom complaint is made: \_\_\_\_\_

Description of complaint (include names, dates and places): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have you discussed the Complaint with	Employee?	Yes	Name	Date
	Employee?	_____	_____	_____
	Principal?	_____	_____	_____
	Supervisor?	_____	_____	_____

Result of discussion(s):

\_\_\_\_\_

**I understand that:**

1. The School District may request further information about this complaint, and if such information is available, I shall present it upon request.
2. A copy of this complaint will be given by the School District to the person against whom this complaint is being made, and he/she will be given the opportunity to respond in writing to this complaint and that I will receive from the School District a copy of such response.
3. If a hearing is held on this complaint, it will be held in executive session with press and public excluded and I will be informed of the time, date and place of such hearing will be held.

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_

\_\_\_\_\_  
Address(es)

\_\_\_\_\_

*(You may use additional pages to describe your complaint more fully if you so desire.)*