

**2019-2022
AGREEMENT**

BETWEEN

OKANOGAN SCHOOL DISTRICT NO. 105

AND

OKANOGAN EXTRACURRICULAR ASSOCIATION

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**2019-2022 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 with the exception of the Superintendent, Principals, Supervisors, Confidential Employees and all other employees not mentioned in this recognition clause.

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.

1 **Section D. Dues**

2
3 Dues will be deducted from the employee's extracurricular stipend and sent to the designated
4 organizations. Dues schedules will be provided to the District by the Association annually by
5 September 1 and the District will make a one time dues deduction per extracurricular contract.
6

7 The following employees are exempt from paying dues:

- 8
9 1. Full-time certificated dues paying WEA members
10
11 2. Full-time classified dues paying WEA members
12
13 3. Classified or certificated WEA agency fee payers
14

15 **Section E. Association Use of School Facilities**

16
17 The Association may use school facilities in the same manner as other individuals and
18 organizations.
19

20 **Section F. Extracurricular Vacancy**

21
22 Employees shall be notified first of any extracurricular vacancies. Said employees shall have first
23 right of hire if they meet the posted minimum requirements for such extracurricular position(s). If,
24 during the period the position is open, more than one employee applies, the candidate judged
25 most qualified will be hired.
26

27 If an OEA extra-curricular position has been posted and no OEA member has applied for the
28 position or has met the minimum posted qualifications for the job, then an administrator may apply
29 for and retain the job for future seasons.
30

31 In the event that no employee applies for the vacancy, the District may then employ individuals
32 from outside the bargaining unit who are qualified under state laws, and/or the regulations and
33 requirements of the Washington Interscholastic Athletic Association, when applicable. Qualified
34 employees who apply for such positions shall be afforded an interview and response from the
35 District.
36

37 All varsity coaching contracts will be given out two weeks prior to the beginning of their season.
38

39 **Section G. Employee Evaluation Procedure**

- 40
41 1. An employee shall be given a copy of any visit or evaluation report prepared by his/her
42 evaluator at least one (1) day before any conference to discuss it. No such report shall be
43 submitted to the central office, placed in the employee's file or otherwise acted upon without
44 prior conference with the employee. No employee shall be required to sign a blank or
45 incomplete evaluation form.
46
47 2. Every employee shall be evaluated annually.
48
49 3. An agreed upon pre and post-season goal setting and measuring form may be used as part of
50 the evaluation process.
51
52

- 1 4. In the event an employee's performance results in negative evaluation, a reasonable amount
2 of time will be given for performance enhancement if mutually agreed by the Association and
3 the District.
4
- 5 5. Reports: Such evaluation reports shall be presented within thirty (30) days following the end
6 of the scheduled season.
- 7 6. New employees shall be observed within twenty (20) calendar days after the commencement
8 of the activity season.
9
- 10 7. The employee will have the opportunity to attach a written response or clarification to his/her
11 observation/evaluation.
12
- 13 8. A committee will be formed, consisting of two Building Principals, Athletic Director, who will be
14 Chairman) and 3 coaches, who are chosen by the OEA Extra-Curricular union. The purpose
15 of the committee is to review the present evaluation form, make any changes the committee
16 recommends, then, by majority vote of the committee, and submit the new form to the
17 superintendent for review. If the superintendent approves the new evaluation form, then it will
18 be placed in the contracted agreement.
19
20

21 **Section H. Complaint procedure**

- 22
- 23 1. **Parent Procedure:** If at any time, parents have a question or concern regarding their
24 student's extracurricular participation, the following course of action is recommended.
25
 - 26 a. Talk directly to the employee. We suggest that parents arrange a meeting with
27 the employee rather than approaching him/her at practice/activity or immediately
28 following a game/activity
29
 - 30 b. If the issue is not corrected or parents have concerns about the way the situation
31 is handled, they are to arrange a meeting with the athletic director.
32
 - 33 c. If the issue remains unresolved, the parents are advised to take the issue to the
34 principal.
35
- 36 2. **Procedural Requirement:** Any complaints regarding an employee made to any member
37 of the administration by the student's parent(s) or other person shall be in writing and
38 shall be processed according to the procedure outlined below:
39
 - 40 a. Meeting with the principal or athletic director: The principal or athletic director shall
41 meet with the employee to apprise the employee of the full nature of the complaint,
42 provide the employee with a copy of the written complaint and they shall have the
43 right to be represented by the Association at any meetings or conferences regarding
44 such complaint.
45
 - 46 b. In the event the complaint cannot be resolved to the satisfaction of the employee
47 informally, the Grievance procedure will be followed.
48

49 **Section I. Overtime Ban**

50
51 The Parties agree there is no obligation to contract with any current District employees which
52 would result in the payment of overtime.
53
54

1 **Section J. Grievance Procedure**

2
3 **1. Definitions:**

- 4
5 a. **"Grievant"** shall mean a bargaining unit member or group of bargaining unit members
6 or the Association.
7
8 b. **"Grievance"** shall mean a claim or complaint by a grievant that:
9
10 (1) there has been a violation, misinterpretation or misapplication of any terms or
11 provisions of this Agreement or of any rules, order, policy, regulation or
12 practice of the employer;
13
14 (2) an employee has been treated inequitably; or
15
16 (3) there exists a condition which jeopardizes employee health or safety.
17
18 c. **"Days"** shall mean employee work days. After the last day of school and before
19 commencement of the new term, days shall mean calendar work days.
20

21 **2. Time Limits:** If the grievant fails to file or appeal according to the time-lines set out herein,
22 the grievance may not be further pursued and will be resolved according to the last formal
23 response. In the event the District or its agents fail to meet a time-line, the grievant may
24 proceed to the next step of the procedure. The specified time limits shall be strictly observed
25 but may be extended by mutual concurrence of the parties.
26

27 **3. Rights to Representation:**

- 28
29 a. A grievant shall have the right to be accompanied by the Association at all steps
30 of the grievance procedure.
31
32 b. In the event a grievant elects to file and proceed without Association
33 representation, he/she may do so through the first two steps of the procedure
34 only, provided that the Association is present at every meeting or conference in
35 order to protect its contract rights, and further provided that copies of the
36 grievance, appeals and responses are given to the President in a timely fashion.
37
38 c. No grievance may be processed with a grievant having representation other than
39 him/her self or the Association.
40

41 **4. Individual Rights:** Nothing contained herein shall be construed as limiting the right of
42 any employee having a complaint to discuss the matter through administrative channels
43 and to have the problem adjusted without the intervention of the Association, as long as
44 the Association is notified in writing of the disposition of the matter and such disposition is
45 not inconsistent with the terms of this Agreement.
46

47 **5. Procedure:** Grievances shall be processed in the following manner:

48
49 **STEP 1. Supervisor:** The Parties encourage employees and their supervisors to
50 attempt to resolve problems through free and informal communications prior to filing
51 formal grievances.
52

53 Within fifteen (15) days of the occurrence, or of the grievant's knowledge of the
54 occurrence, the formal grievance shall be presented in writing to the employee's
55 supervisor, who will arrange for a conference between him/her self, the grievant and the
56 Association Representative to take place within five days after receipt of the grievance.

1 The supervisor shall provide the grievant and the Association with a written answer to the
2 grievance within five days after the meeting. Such answer shall include all reasons upon
3 which the decision was based.
4

5 **STEP 2. Principal:** If the grievant is not satisfied with the disposition of the grievance at
6 Step 1, or if no decision has been rendered within the time line, the grievant shall have 15
7 business days to appeal to the Principal. The Principal shall arrange for a hearing with
8 him/her self, the grievant, the first level supervisor and the Association Representative, to
9 take place within five days of his/her receipt of the appeal. The grievant and the
10 Association shall have the right to include in the representation such witnesses they deem
11 necessary to develop the facts pertinent to the grievance. Upon conclusion of the
12 hearing, the Principal will have five days to provide his/her written decision, together with
13 the reasons for the decision to the grievant and the Association.
14

15 **STEP 3. Board:** If the Association is not satisfied with the decision at Step 2, or if no
16 disposition has been made within the time-line, the Association shall have 15 business
17 days to appeal to the Board. The Board shall arrange for a hearing with the Board, the
18 grievant, the first level supervisor, the building principal and the Association
19 Representative, to take place within five days of their receipt of the appeal. The grievant
20 and the Association shall have the right to include in the representation such witnesses
21 they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of
22 the hearing, the Board will have five days to provide their written decision, together with
23 the reasons for the decision to the grievant and the Association. The Board's decision
24 shall be final and binding upon the Parties.
25

26 **6. Miscellaneous Conditions:**
27

- 28 a. **Contract Expiration:** Notwithstanding the expiration of this Agreement, any
29 claim or grievance arising thereunder may be processed through the grievance
30 procedure until resolution.
31
- 32 b. **No Reprisals:** a No reprisals of any kind will be taken by the District or its agents
33 against any employee because of his/her participation in this grievance
34 procedure.
35
- 36 c. **Cooperation of the Parties:** The Parties will cooperate in their investigation of
37 any grievance; and will furnish such information as is requested for the
38 processing of any grievance.
39
- 40 For the purpose of assisting an employee or the Association in the prosecution or
41 defense of any contractual, administrative, or legal proceeding, including, but not
42 limited to grievances, the District shall permit an employee and/or an Association
43 representative access to and the right to inspect and acquire copies of his/her
44 personnel file and any other files or records of the District which pertain to the
45 affected employee or any issue in the proceeding in question provided the district
46 agrees with the request.
47
- 48 d. **Released Time:** Should the investigation or processing of any grievance require
49 that an employee(s) or an Association representative(s) be released from his/her
50 regular assignment, upon request of the Association, he/she shall be released,
51 upon approval of the district, without loss of pay or benefits.
52
- 53 e. **Files:** All documents, communications, and records dealing with the processing
54 of a grievance shall be filed separately from the personnel files of the participants.
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- 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.

Section K. Term and Ratification

- 1. **Effective Dates:** This Agreement shall be effective as of September 1, 2019, and shall continue in effect until August 31, 2022. 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 28 of August 2019 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

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
ANNUAL				
High School	.055	.065	.075	.085
Middle School	.040	.050	.060	.070
JOURNALISM				
	.045	.055	.065	.075
DRAMA				
	.075	.085	.095	.105
PEP BAND				
	.06	.07	.08	.09
STRINGS PROGRAM				
VG Advisor	.06	.07	.08	.09
VG Assistant*	.02	.03	.04	.05
MS/HS Advisor	.04	.05	.06	.07
KNOWLEDGE BOWL				
High School	.055	.065	.075	.085
Middle School	.035	.045	.055	.065
HONOR SOCIETY				
High School	.015	.025	.035	.045
Middle School	.01	.015	.02	.025
APPROVED CLUBS:				
Amigo	.015	.025	.035	.045
Art	.015	.025	.035	.045
World Languages Club	.015	.025	.035	.045
Kiwanis Key	.015	.025	.035	.045
MS Pep	.025	.035	.045	.055
Music	.015	.025	.035	.045
Native American	.015	.025	.035	.045
Science	.035	.045	.055	.065
GSA	.015	.025	.035	.045
Powder Hounds	.015	.025	.035	.045
Robotics	.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

**MOTHER'S TEA
COORDINATOR**

\$400 STIPEND

* 9+ students

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

1. **APPENDIX A**

2.

3.

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, 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 rolled over into the next fund; through the life of the contract.

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. EXTRA-CURRICULAR SALARY BASE

Table of Total Base Salaries for K-12 Certificated Instructional Staff



**Base Salaries For Certificated Instructional Staff
For School Year 2019-20 for**

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 OR Ph.D.
0	43,409	44,108	45,793	47,011	50,917	53,433	52,040	55,947	58,465
1	43,995	44,703	46,411	47,681	51,628	54,130	52,620	56,566	59,067
2	44,551	45,263	46,991	48,360	52,296	54,824	53,201	57,136	59,666
3	45,124	45,845	47,590	49,003	52,931	55,520	53,754	57,678	60,269
4	45,689	46,431	48,214	49,674	53,626	56,233	54,333	58,283	60,894
5	47,750	48,258	48,766	50,355	54,292	56,952	54,921	58,859	61,519
6	48,227	48,814	49,404	51,045	54,963	57,637	55,524	59,443	62,115
7	48,706	49,530	50,355	52,218	56,194	58,880	56,653	60,627	63,378
8	49,270	50,147	52,149	53,997	58,027	60,875	58,430	62,460	65,309
9		52,441	53,879	55,793	59,918	62,864	60,226	64,352	67,298
10			55,629	57,684	61,863	64,907	62,117	66,296	69,339
11				59,628	63,897	67,004	64,061	68,331	71,436
12				61,510	65,987	69,186	66,083	70,421	73,620
13					68,129	71,423	68,175	72,563	75,856
14					70,280	73,744	70,328	74,856	78,177
15					72,110	75,663	72,156	76,801	80,209
16 or more					73,552	77,174	73,599	78,337	81,814

Extra-Curricular pay is tied to the base of the certified salary schedule.

APPENDIX C. 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 D. 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.

