

AGREEMENT BETWEEN
THE ADVISORS AND COACHES OF THE AUBURN EDUCATION ASSOCIATION
AND
THE AUBURN SCHOOL DISTRICT NO. 408

September 1, **2022** - August 31, **2027**

SECTION 1

PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as the "Agreement," is made and entered into by and between the Auburn School District No. 408, hereinafter referred to as the "District," and the Advisors and Coaches of the Auburn Education Association (AC-AEA), hereinafter referred to as the "Association." The "Board" shall refer to the Auburn School District Board of Directors.

EXCLUSIVE RECOGNITION

The District recognizes the Association as the exclusive bargaining representative of the employees holding positions listed in Appendix A. For future sections, extracurricular contract holders shall be referred to as "employee(s)."

SECTION 2

DURATION

This Contractual Agreement shall become effective upon ratification by the Association and the Board and shall remain in full force and effective until August 31, **2027**. This Contractual Agreement may be reopened with mutual agreement of both parties.

SECTION 3

CONTRACT COMPLIANCE

Individual employee contracts between the District and an individual employee heretofore executed shall be subject to the terms and conditions of this Contractual Agreement. If any individual employee contract contains any language inconsistent with this Contractual Agreement, this Contractual Agreement, during its duration shall be controlling.

SECTION 4

CONTRACT ADMINISTRATION

Representatives of the Association and District will meet as necessary on either's request.

SECTION 5

CONFORMITY TO LAW

This Contractual Agreement shall be governed and construed according to the Constitution and Laws of the state of Washington. If any provisions of this Contractual Agreement or any application of this Contractual Agreement to any 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, but all other provisions or applications of the Contractual Agreement shall continue in full force and effect.

SECTION 6

ASSOCIATION AND MANAGEMENT RIGHTS

The Association and its representatives may use District buildings for meetings and to transact Association business. Those meetings, to be held after school hours, shall be approved upon request of the school principal provided such request is made twenty-four (24) hours prior to the use of the building and will not interfere with normal operations or other scheduled events.

The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards to be provided in each faculty lounge of each building in the District.

The Association may use the District and teacher mailboxes for communication purposes to its members.

Representatives of the Association who are mutually scheduled by the Association and the District to participate during working hours in grievance proceedings, conferences, or meetings shall suffer no loss of pay.

The Board reserves all the powers, rights, authority, duties, and responsibilities conferred upon it by law and all other rights of management except those limited by the specific and express terms of this Agreement.

SECTION 7

REPRESENTATION FEE DEDUCTIONS

The Association may establish local dues and will communicate the amount to the District payroll department.

The District shall maintain a process for dues deduction from the employee's salary and transmit that amount each month to the AEA.

Member participation is voluntary if dues are established.

The AEA and the AC-AEA shall hold the District harmless from any liability caused by the administration of this section.

SECTION 8

RECOGNITION OF BOARD RIGHTS

The Board reserves and retains all the powers, rights, authority, duties, and responsibilities conferred upon it by law and all other rights of management except those limited by the specific and express terms of this Agreement.

SECTION 9

RIGHT TO JOIN AND SUPPORT THE ASSOCIATION

Employees shall have the right to self-organization; to form, join, or assist employee organizations; to bargain collectively through representatives of their own choosing; or to refrain from any and all such activities, as set forth in RCW 41.56.

The District and Association agree that they will not knowingly interfere with, restrain, or coerce employees in the exercise of these rights and will not knowingly violate any other rights stipulated in RCW 41.56.

SECTION 10

EMPLOYEE RIGHTS AND RESPONSIBILITIES

Employees are entitled to the full legal rights afforded under federal law, state law, and the U.S. and Washington State Constitutions. Nothing contained within this Agreement will be construed to deny or restrict to any employee rights he/she may have under state and federal law and the Constitutions of Washington State and the United States. The religious or political activities of the employee and the private and personal life of the employee will not be grounds for disciplinary action unless the District can show just and sufficient cause that such activities or the employee's private or personal life adversely impacts the performance of assigned duties.

The 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.

The District recognizes the right of each employee to enjoy fair and equitable treatment without regard to race, color, creed, religion, national origin, sex, marital status, sexual orientation; or presence of sensory, mental, or physical disability in accordance with this Agreement.

No employee will be disciplined without just cause.

In cases involving formal disciplinary action, or at the request of the employee, said employee may be represented by an Association representative, provided that this right shall not be exercised in a manner designed to unnecessarily delay disciplinary proceedings.

Depending upon the seriousness of the situation, the selection of disciplinary action will be progressive and may include, but is not limited to, warning, reprimand, suspension with pay, and/or suspension without pay.

Any complaint against an employee by a parent, student, or other person(s) that will form the basis of a disciplinary action or a negative evaluation will be called to the attention of the employee within ten (10) days of knowledge of such complaint. The employee will be told the substance of the complaint and apprised of the procedures to be followed. In the case of written complaints, a copy of the completed complaint form will be sent immediately to the employee against who the complaint is lodged.

The employee shall have the opportunity to respond to the complaint within a reasonable amount of time, but no longer than five (5) work days. At the employee's option, an Association representative shall be present at any meetings related to the complaint held with the employee. The District shall give the employee the opportunity to consult the Association and/or other representative prior to any formal investigation.

SECTION 11

EMPLOYEE/DISTRICT PROTECTION

The District agrees to provide reasonable and proper liability insurance coverage for bodily injury, property damage, and professional liability.

The District shall provide insurance for the protection of employees pursuant to RCW 28A.400.370,

which states in part, ". . . school districts shall provide their employees with insurance protection covering those 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."

The District will create and maintain a safe working environment for employees. Employees may use such action as is necessary to protect themselves, fellow employees, administrators, or students from attack, physical abuse, or injury.

SECTION 12

PERSONNEL FILES

The permanent personnel file will be maintained in the human resources office for all employees.

Employees will receive a copy of any material placed in their personnel file relating to job performance within ten (10) workdays of placement in the personnel file. An employee may answer and/or refute, in writing, any materials which may be judged by him/her to be derogatory. The written response shall be made part of the employee's personnel file.

SECTION 13

NOTIFICATION

All coaching positions will be issued as 1-year extracurricular contracts.

Employees who have an extracurricular contract who are not going to be offered this same contract for next year shall be notified as soon as it is known or by June 1, or if the sport season has not been completed, fifteen (15) days after the end of the WIAA sport season. If the duties or the responsibilities of a position covered by this Agreement are to change for the following school year, these changes will also be communicated to the Association by June 1 of the year preceding the change.

SECTION 14

DRIVING AND MILEAGE

It is not a primary condition of employment for employees to drive students in their personal automobiles. However, students may have to be transported in the case of an emergency or when a student would be left alone without a ride. If employees have to provide transportation for themselves or students, they will be reimbursed at the IRS rate for their mileage.

SECTION 15

CERTIFICATION

Registration fees for clinics and workshops that are required for certification in order to hold coaching positions shall be paid for by the District. The workshops and clinics shall be pre-approved. First aid classes shall be made available within the District at least three (3) times a year.

SECTION 16

EVALUATION

All **head coaches** will be evaluated once yearly using the current evaluation system. Coaches will receive their evaluation prior to May 1 or within two (2) weeks following the end of their season, whichever comes first. **All assistant coaching positions will not be formally evaluated.**

SECTION 17

SALARY

1. **Building Athletic Directors may access remaining supervision hours from the current school year budget to pay coaches for summer workouts/conditioning. These hours will be preapproved by the building Athletic Director.**
2. **Daily rate of pay will be defined as the stipend amount divided by the total number of days of the regular season.**
3. **High School Athletic stipends will be paid in three (3) equal installments over the season being coached.**

Payment will be made as follows:

**Fall season-September/October/November
Winter season-December/January/February
Spring season-March/April/May**

4. **Middle School will also be paid in three (3) equal installments over the defined season.**
5. **Postseason pay will be made in the form of additional compensation.**
6. **If a coaching stipend is to be shared, it will only be split at 50/50.**
7. **Increases to the salary schedule are as follows:**

**2022-2023 5.5%
2023-2024 3%
2024-2025 3%
2025-2026 3%
2026-2027 4% or IPD whichever is greater**

Upon receipt of a Verification of Employment, a coach's experience from a verified public school district or WIAA verified private school will be used for placement on the salary schedule for prior sports/level specific experience.

Unused building coaching stipends can be reallocated for additional coaches for any sport.

Any coach suspended from coaching as a consequence of an ejection, shall have their per diem for the suspended days deducted from their stipend.

SECTION 18

POST-SEASON PAY

Post season pay will become effective after the completion of league competition. League competition includes end-of-season league tournaments and other events where all teams or varsity athletes participate without qualification standards.

All coaches will receive the equivalent of one day regular season pay for each day of the postseason they coach, practice and/or competition.

All athletes eligible for the post season competition will be counted toward the number to determine additional coaches.

Financial reimbursement for post season coaching hours will be based on the following parameters and conditions:

Programs may pool allocated hours and divide among eligible and ineligible coaches at 50% of days only. Allocation of hours shall be pre-determined by building administrator responsible for athletics.

SECTION 19

GRIEVANCE PROCEDURE

INTRODUCTION

The purpose of the following grievance procedure is to provide a means for the resolution of personnel problems.

DEFINITIONS

- 1) Employee: An "employee" is defined as any member of the recognized employee bargaining unit.
- 2) Grievant: The "grievant" is an employee, a group of employees, and/or the Association filing the grievance.
- 3) Grievance: A "grievance" is an allegation of a violation concerning the interpretation and application of the terms of this Agreement. All grievances must be signed by the Association president.
- 4) Appropriate administrator: The "appropriate administrator" is the immediately involved administrator where the grievance originates.
- 5) Days: "Days" shall refer to workdays (Monday through Friday) unless otherwise stated.
- 6) Employer: The "employer" is the Auburn School District.

GENERAL CONDITIONS

A. Exclusion of Certain Matters

Specifically excluded from this grievance procedure and from the discipline provision of this Agreement are: 1) the decision of reasons not to rehire for a supplemental contract and 2) evaluation.

B. Time Limits

If the employer fails to answer within the limits provided, the grievance may be appealed to the next step. If the grievant fails to appeal within the time limits provided, it shall be deemed as acceptance of the employer's disposition of the claim.

Time limits may be extended by mutual agreement, in writing.

C. Confidentiality

All documents, communications, and records dealing with the grievance process shall be filed separately and not in the grievant's personnel file. All matters pertaining to specific grievances are deemed confidential and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the grievance process.

D. Settlement

Any grievance settled to the satisfaction of the grievant at any step of the formal procedure will be final and binding on the grievant, the Association, and the Board and not subject to further review so long as the settlement is consistent with the Collective Bargaining Agreement.

The Association will be given prior notification of any grievance settlement meeting. The Association representative(s) will have the opportunity to be present to make the Association's views known.

E. Freedom from Reprisal

There shall be no reprisals of any kind by any party or parties against any other party or parties for reason of their participation in the grievance procedure. No grievance shall be used as reason in any disciplinary proceeding against the grieving employee or in any consideration for promotion or recommendation for job placement.

F. Representation of Assistance in Investigation

An employee may elect to be represented by the Association at any and all steps of the grievance procedure. During the course of any investigation by the Association, either to determine whether it will support a grievant or to enable it to represent the grievant effectively, the District shall cooperate with the Association and furnish it such information germane to the grievance as the Association may request, if approved by the grievant.

SECTION 20

DISCIPLINE

The District shall assist employees subjected to insult, abuse, intimidation, or threat of force or violence during the performance of assigned duties. Assistance shall be tailored to fit the circumstances of each situation.

The District and employees shall require acceptable behavior on the part of all students who participate in school-sponsored activities. The employee shall have the responsibility to notify the building administration when support for dealing with unacceptable behavior is necessary or when the behavior is such that formal disciplinary action may be warranted.

FOR THE ADVISORS AND COACHES
OF THE AUBURN EDUCATION ASSOC.

FOR THE AUBURN SCHOOL DISTRICT
NO. 408

By: Elaine Hogg
Elaine Hogg, AEA President

By: Chris Callaham

Date: 8-7-2022

Date: 8-7-2022