

2022-25
Bargained Agreement

Shelton School District
and
Shelton Athletic/Activities
Association

2022-25 AGREEMENT
INDEX

PREAMBLE		page 2
ARTICLE I	CONTRACT ADMINISTRATION	page 2
	Recognition	
	Conformity to Law	
ARTICLE II	ASSOCIATION RIGHTS	page 2
	Access	
ARTICLE III	MANAGEMENT RIGHTS	page 2
ARTICLE IV	EMPLOYEE RIGHTS	page 3
	Non-Discrimination Clause	
	Job Postings	
	Rights of Employees in the Bargaining Unit	
	Workers' Compensation	
	Discipline	
ARTICLE V	EMPLOYEE RESPONSIBILITIES	page 4
ARTICLE VI	ECONOMIC PROVISIONS	page 4
	Salary Schedule	
	Hours of Work and Overtime Pay	
	Post Season Pay	
	Summer Coaching Stipends	
	Work Season	
	Salary Schedule Administration	
	Fringe Benefits	
	Training Activities Fund (Athletics)	
ARTICLE VII	EVALUATION PROCEDURE	page 6
ARTICLE VIII	GRIEVANCE PROCEDURE	page 6
	Definitions	
	Procedure	
	Time Limits	
ARTICLE IX	DURATION AND REOPENER	page 8
APPENDIX A	COMPETITIVE ATHLETICS AND ACTIVITIES	
	SALARY SCHEDULE	page 9
APPENDIX B	INTRAMURALS SALARY SCHEDULE	page 13

PREAMBLE

The agreement is made and entered into by and between the Shelton School District No. 309 Board of Directors, hereinafter called the “District,” and the Shelton Athletic/Activities Association (a sub-unit of the Shelton Education Association), hereinafter called the “Association,” pursuant to RCW Chapter 41.56.

ARTICLE I - CONTRACT ADMINISTRATION

SECTION 1 - RECOGNITION

The Board of Directors recognizes the Association as the exclusive bargaining representative for the bargaining unit consisting 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.

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

SECTION 1 - 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.

The Association has the right to use the school mail to distribute Association materials.

ARTICLE III - MANAGEMENT RIGHTS

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management 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. The District retains the sole right of selection of new employees.

The right to make reasonable rules and regulations is an acknowledged function of the District.

ARTICLE IV - EMPLOYEE RIGHTS

SECTION 1 - NON-DISCRIMINATION CLAUSE

The parties to this agreement acknowledge there shall be no discrimination against any employee by reason of sex, marital status, age, race, creed, color, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification.

The Shelton Athletic/Activities Association assures the Shelton School District No. 309 that its labor union will comply with all state and federal guidelines and/or regulations.

SECTION 2 - JOB POSTINGS

Open positions shall be posted for a minimum of three (3) working days in a designated posting area of each school building and the District Office.

SECTION 3 - RIGHTS OF EMPLOYEES IN THE BARGAINING UNIT

Employees shall have the right to self-organization, to form, join or assist employee organizations, to bargain collectively through representatives of their own choosing, and shall also have the right to refrain from any or all such activities. 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 4 – 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.

SECTION 5 – DISCIPLINE

No employee shall be disciplined without just cause. Progressive discipline steps shall include verbal warning, written warning/letter of instruction, written reprimand, suspension without pay, or termination as a final and last resort. Documents identified as a written reprimand, suspension, or termination shall be placed in the employee’s personnel file. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates the action. Disciplinary steps may be skipped when serious and compelling circumstances warrant, depending on the nature of the issue. The Association shall be promptly notified by the District of any disciplinary actions taken against any employee.

ARTICLE V - EMPLOYEE RESPONSIBILITIES

Each employee will receive an employment contract with the School District. Each contract is subject to Washington State law. There are no provisions for automatically continuing any contract from one year to the next.

Two (2) copies of the individual employment contract will be given to the employee each year for his/her acceptance. One (1) copy shall be returned by the employee to the School District Superintendent’s Office prior to receiving pay. One (1) copy of the contract shall be kept by the employee.

Contracts for extra-curricular programs shall be issued by the District at least one (1) week in advance of the beginning date of that activity, when possible. If an assistant coach is needed for an activity that does not already have an assistant identified on Appendix A, an assistant shall be hired as soon as possible after the need is determined and the factor negotiated.

ARTICLE VI - ECONOMIC PROVISIONS

SECTION 1 - SALARY SCHEDULE

The salary schedule governing all positions is shown in Appendix A, Competitive Athletics and Co-Curricular Activities and in Appendix B, Intramurals. Since this is a factor schedule, the actual amount of salary will be determined by multiplying the appropriate factor for the position by the various other factors applicable.

With the approval of the business/human resource office and written mutual agreement of all affected parties, the head coach of a sport with multiple stipends is able to re-distribute (combine/split/share) stipends within their sport provided no stipend positions exceeds the established factor.

The base for the salary schedule for 2022-23 is \$394.00 per factor. The District will-automatically pass through the IPD to the base.

The following longevity calculations only apply to positions in Appendix A. Those individuals who have held a specific assignment beyond two (2) years with the District and who are in compliance with WIAA coaching standards, or other governing bodies, will be paid a longevity stipend based upon the following schedule:

0 – 2 years	0%
3 – 4 years	3%
5 – 9 years	5%
10 – 14 years	10%
15 – 19 years	15%
20+ years	20%

Effective September 1, 2018, individuals entering the District with outside experience in the position hired will receive credit on the longevity schedule. This will include collegiate head and assistant coach experience.

The contract salary will be determined by multiplying the base salary times the appropriate factor from the salary schedule times the quantity of one plus any longevity stipend. This figure will be rounded to the nearest whole dollar to determine the contract amount.

SECTION 2 – HOURS OF WORK AND OVERTIME PAY

Members of the association who are covered by the Fair Labor Standards Act (the non-certificated employees) agree to regulate their hours to avoid working in excess of 40 hours per week for the Shelton School District. These employees shall plan and coordinate carefully with their immediate supervisor in this regard. The Shelton School District reserves the right to not allow a member to work in a particular position if it is deemed that requirement cannot be met. Whenever the overtime pay status is caused by work performed under this bargained agreement, the base pay rate for overtime calculations will be determined by the District and will be calculated at a minimum rate of 1.5 times the employee's base pay rate.

SECTION 3 – POST SEASON PAY

Varsity coaches for WIAA athletics will be compensated at a rate of minimum wage per hour for up to two hours per day of practice beginning the week prior to state competition and that "state competition" includes any post season competition leading to the final state championship (for example, district, quarter finals, regional, etc.). Sundays are excluded. When a sport has a split post season, the varsity coach will be compensated for each season. This rate of pay will continue through the duration of the state championship until the competing team is eliminated.

The above pay rate is for each paid position for Varsity and JV directed by the Athletic Director to participate in daily practice and attending post season competitions. **In addition, any coach required to drive a van for post season competition will be paid \$30 per roundtrip.** These coaches may claim per diem meal reimbursement as stated in board policy no. 6213.

SECTION 4 – SUMMER COACHING STIPENDS

Twenty-five total days available per coach for summer coaching paid at \$74 per day, upon approval by the Athletic Director of a written plan submitted by the Head Coach.

Head coaches will complete a pre summer activity calendar and then turn in a Time (Day) card for each coach for payment at the end of July.

SECTION 5 - WORK SEASON

The work season is considered to begin one week before the official start of activities associated with that activity and end one week after the official close of activities. Pay for Shelton School District mandatory meetings that are outside of these dates will be paid at \$30 per hour excluding the hiring process. 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. Other activities will be governed as shown in the salary schedule.

The coaching obligations during the defined and evaluated season do not preclude coaches from communicating and arranging student activities on and off school campus that are associated with their activity outside the above defined season. However, this contact is under the understanding that it complies with WIAA and labor laws and regulations.

SECTION 6 - SALARY SCHEDULE ADMINISTRATION

Salary payments will be made during the months encompassing the work season for that activity. (See Appendix A for those payment periods.)

Any overtime pay will be paid at the end of the season in which overtime was incurred.

SECTION 7 - FRINGE BENEFITS

Employees will receive only the fringe benefits mandated by federal or state law. These include social security, Medicare, industrial insurance, and unemployment insurance. State retirement programs may be mandated, depending upon an individual employee's complete circumstances.

SECTION 8 - TRAINING ACTIVITIES FUND (ATHLETICS)

A yearly fund not to exceed \$5,000 shall be provided by the District for the purpose of training and certification activities for coaches. Yearly, the District Athletic Director shall apportion and distribute funds from this pool to head coaches of each sport - boys and girls - including dance team and cheerleading. Training funds shall be encumbered by the second week of the Spring sports season each school year. At that time, the remaining balance may be used for any materials or equipment for the employee's professional development only as it relates to their position under this bargained agreement. Any equipment purchase with SAAA professional development funds must be inventoried as district property using the district's inventory process, and must remain for use within SAAA.

The district will pay for membership to the head coaches state organization annually.

ARTICLE VII – EVALUATION PROCEDURE

Employees shall have the right to an evaluation and/or observation for the purpose of self-improvement. The Athletic Director or administrative designee will evaluate head coaches. Assistant coaches will be evaluated by their respective head coach in cooperation with the Athletic Director. Club/activity advisors will log participation numbers and projects with the ASB and Leadership class. The administrative designee, with input from the ASB, will conduct their evaluation.

ARTICLE VIII - GRIEVANCE PROCEDURE

SECTION 1 - DEFINITIONS

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, a group of employees, or the Association.

SECTION 2 - PROCEDURE

At each step where a written grievance is required, the written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the agreement provisions involved, and the relief sought.

Grievances will be processed in the following manner and within the stated time limits.

- A. An aggrieved employee shall promptly attempt to resolve the grievance informally between the employee and his or her immediate supervisor. If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the supervisor. If the grievant does not submit the grievance to the supervisor in writing in accordance with Section 1 within fifteen (15) days after the fact upon which the grievance is based, first occurred or first became known to the employee, the grievance will be deemed waived. An aggrieved employee may be accompanied by one other member of the Association at the option of the employee when presenting the written grievance. The supervisor will reply in writing to the grievant within five (5) school days after receipt of the grievance. If the substance of the grievance is not within the purview of the supervisor, the supervisor shall so inform the grievant in writing and shall forward the grievance to the appropriate administrative office for processing at Step 1 within the stated timelines.
- B. If the grievance is not settled in paragraph 2 A and the grievant wishes to appeal the grievance, the grievant may file an appeal in writing to the Superintendent of Schools within ten (10) school days after receipt of the supervisor's written answer. The Superintendent or his/her representative shall thoroughly review the grievance, arrange for discussions he/she deems necessary, and give a written answer to the grievant no later than fifteen (15) school days after receipt of the written grievance.
- C. In the event the grievant is not satisfied with the results of paragraph 2 B, he/she may ask the Association to request a meeting with the Board of Directors through the Superintendent or through the Chairman of the Board.

The Board of Directors shall, within twenty (20) school days of the receipt of the 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 the grievance to the Board within ten (10) school days after failing to achieve satisfaction at paragraph 2 B, the grievance shall be automatically waived.

SECTION 3 - TIME LIMITS

The time limits provided in this 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 hereinbefore 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 on the grievance procedure. During the summer months "school days" shall mean normal work days.

ARTICLE IX - DURATION AND REOPENER

This agreement shall be effective September 1, 2022, through August 31, 2025. The desire of the Association to bargain a successor agreement shall be made known to the District in writing on or before March 1, 2025.

The parties agree to reopen this Agreement for further negotiation on individual items any time, upon agreement of both parties.

This agreement between the Shelton School District No. 309 Board of Directors and the Shelton Athletic Activities Association is agreed upon as of this 25th day of April, 2023.

FOR THE DISTRICT:

Keri Davidson
Sandy Gaywell
Karla Knudsen-J.
A. Anderson

DATE: _____

ATTEST:

Wyeth Jessee
Wyeth Jessee, Secretary
Board of Directors

FOR THE ASSOCIATION:

[Signature]

DATE: April 13, 23

APPENDIX A

For positions included in Appendix A, the actual amount of salary will be determined by multiplying the appropriate factor for the position by the base salary schedule and any applicable longevity stipend as identified in Article VI, Section 1.

COMPETITIVE ATHLETICS AND ACTIVITIES

COACH / ADVISOR	PAY PERIOD	HEAD	ASST.
9-12 GRADE COMPETITIVE ATHLETICS			
Football	Sept – Nov	21	17
Basketball			
Boys	Nov – Feb	19	15
Girls	Nov – Feb	19	15
Track (co-ed)	Mar - May	16	12
Wrestling			
Boys	Nov – Feb	18	14
Girls	Nov – Feb	18	14
Baseball	March – May	16	12
Girl’s Fastpitch	March – May	16	12
Soccer			
Boys	March – May	15	11
Girls	Sept – Nov	15	11
Volleyball	Sept – Nov	15	11
Cross-Country (co-ed)	Sept – Nov	14	10
Girl’s Bowling	Nov – Feb	17	13
Swimming			
Boys	Nov – Feb	15	11
Girls	Sept – Nov	15	11
Tennis			
Boys	Sept - Nov	14	10
Girls	March - May	14	10
Golf			
Boys	Sept - Nov	13	9
Girls	March – May	13	9
Weight Training			
Fall	Sept – Nov	AM 1	PM 2
Winter	Nov - Feb	AM 1	PM 2
Spring	March – May	AM 1	PM 2
Summer	June – August	2	
Power Lifting	Feb – May	4	3

COACH / ADVISOR	PAY PERIOD	HEAD	ASST
7-8 GRADE			

COMPETITIVE ATHLETICS			
Basketball			
Boys	Jan – Feb	7	5
Girls	Oct - Dec	7	5
Cross Country	Sept – Oct		5
Football			
8 th grade	Sept - Oct	7	5
7 th grade	Sept - Oct	7	5
Soccer			
Boys	March – April	7	5
Girls	Sept – Oct	7	5
Track	April – May	7	5
Volleyball	Mar-April	7	5
Wrestling	Nov-Dec	7	5

COACH / ADVISOR	PAY PERIOD	HEAD	ASST
5-6 GRADE COMPETITIVE ATHLETICS			
Volleyball	Sept – Oct	n/a	5
Basketball			
Boys	Nov – Jan	n/a	5
Girls	Jan – March	n/a	5
Track	April – May	n/a	5
Flag Football	Sept - Oct		5

COACH / ADVISOR	PAY PERIOD	HEAD	ASST.
9-12 GRADE ACTIVITIES			
NJROTC Drill Team	Sept – June	6	4
Cheerleader - Fall	Sept – Nov	10	5
Cheerleader - Winter	Dec - March	10	5
Dance/Drill Team	Sept - Nov	10	4.5
Dance/Drill Team	Dec - March	10	4.5
Band	Sept – June	17	4
Choir	Sept – June	11	4
Drama	Sept – June	20	
Spring Musical Dir.	Jan – March	6	3
Vocal Asst.	Jan – March		3
Instrumental Asst.	Jan – March		3
Choreography Asst.	Jan – March		1
Accompanist	Jan – March		4
Yearbook	Sept – June	10	
ASB Advisor (if non-admin)	Sept – June	15	
Senior Class Advisor	Sept – June	4.5	

Graduation Advisor	Sept - June	8	
Junior Class Advisor	Sept – June	3.5	
Sophomore Class Advisor	Sept – June	2.5	
Freshman Class Advisor	Sept – June	2.5	
Pep Club	Sept – June	5	
Honor Society	Sept – June	4	
Special Olympics	Sept – June	3.5	
Knowledge Bowl	Oct - Feb	3	
French Club	Sept - June	2.5	
Spanish Club	Sept - June	2.5	
German Club	Sept - June	2.5	
Japanese Club	Sept - June	2.5	
CHOICE H.S. ASB Advisor	Sept - June	4	
Key Club	Sept – June	6	
Interact Club (Rotary)	Sept - June	4	
American Sign Language (ASL) Club	Sept – June	2.5	
Climber Crew	Sept – June	7.5	
Equality Club	Sept – June	3	
Native American Club	Sept – June	2.5	
Outdoor Club	Sept – June	3	
Disc Golf	Sept – June	2.5	
Game Theory	Sept – June	4	
Robotics	Sept – June	7	
CHOICE/Cedar ASB Advisor	Sept - June	4	
CHOICE/Cedar Horticulture Club	Sept – June	2.5	
CHOICE/Cedar Senior Club	Sept – June	1.5	
CHOICE/Cedar Native American Club	Sept – June	2.5	
CHOICE/Cedar VOICE Club	Sept – June	2	
CHOICE/Cedar Art Club	Sept – June	1	
CHOICE/Cedar Music Club	Sept – June	1	
CHOICE/Cedar Basketball Club	Sept – June	1.5	
CHOICE/Cedar Drama Club	Sept – June	1	
CHOICE/Cedar Outdoor Club	Sept – June	1.5	
CHOICE Pride Cats Club	Sept – June	2.5	
CHOICE/Cedar Spanish Club	Sept – June	2.5	

COACH/ADVISOR	PAY PERIOD	HEAD	ASST
7-8 GRADE ACTIVITIES			
Instr. Music	Sept – June	5	
Vocal Music	Sept – June	5	
Annual	Sept – June	6	
ASB Advisor (if non-adm)	Sept – June	6	
Cheerleader Advisor	Sept – Oct	4	
Honor Society	Sept – June	4	
Special Olympics	Sept – June	2.5	

Knowledge Bowl	Sept – June	3	
Pep Club	Sept – June	2	
Dance	Oct - Jan	4	
Distributive Ed Clubs of America (DECA)	Sept – June	2.5	
Video Production	Sept – June	4	
Robotics	Sept – June	4.5	

COACH / ADVISOR	PAY PERIOD	HEAD	ASST.
5-6 GRADE ACTIVITIES			
Yearbook	Sept – June	7	
Knowledge Bowl / OM	Sept - June	3	
ASB Advisor	Sept – June	6	
Music	Sept – June	2	
Robotics	Sept – June	2.5	

COACH / ADVISOR	PAY PERIOD	HEAD
ELEMENTARY ACTIVITIES		
Elementary Music	Sept - June	2
Elementary Choir	Sept – June	2
Elementary Instrumental	Sept – June	2
Elementary Advanced Instrumental	Sept – June	2

APPENDIX B

INTRAMURALS

Co-curricular intramural activities will be determined by the building administrator. Payment for performing intramural assignments will be calculated as follows:

A factor of .4185 times base for salary schedule, as referenced in Article VI, Section I, times the number of weeks for which the activity is scheduled. A week is defined as 2 hours/day, 4 days/week. Adjustments to the number of hours/day and days/week is allowable but the pay will be prorated accordingly. The length of the activity is determined by the administrator.

Longevity stipends do not apply to Intramurals.

7-8 GRADE CO-CURRICULAR INTRAMURALS

5-6 GRADE CO-CURRICULAR INTRAMURALS

ELEMENTARY CO-CURRICULAR INTRAMURALS