# COLLECTIVE BARGAINING AGREEMENT

Between

**LONGVIEW SCHOOL DISTRICT NO. 122** 

and

**LONGVIEW** 

**EXTRACURRICULAR ASSOCIATION** 

September 1, 2019 through August 31, 2022

# **PREFACE**

Employees are encouraged to contact administrators or their union officer for clarification of any part of this agreement. Good communications are an essential part of this agreement and our continued good working relationship.

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#### **PREAMBLE**

This Agreement is entered into by the Longview School District Board of Education (hereinafter referred to as the District) and the Longview Extracurricular Association (hereinafter referred to as the Association).

Employees, as referred to herein, shall mean all staff covered by this Agreement. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, terms, and conditions of employment for personnel included in the bargaining unit.

#### ARTICLE I - ASSOCIATION RECOGNITION AND COVERAGE

#### **Section 1.1 - Association Recognition**

In response to Public Employee's Relation Commission (PERC) Decision 6650-PECB, the District recognizes the Longview Education Association as the bargaining representative for all employees included in the bargaining unit as described below:

All employees who conduct extracurricular activities in the Longview School District for which no certification is required, excluding supervisors, confidential employees, casual employees, and all other employees.

#### **Section 1.2 - Status of 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.

All items shall continue into effect until a successor Agreement is negotiated.

This Agreement may be reopened on any items during the term of the contract by mutual written consent of both the District and the Association.

#### Section 1.3 - Conformity to Law

This Agreement shall be governed and construed according to the constitution and the laws of the United States and the state of Washington. If any provisions of this Agreement or any application of this Agreement to any employee or groups 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 1.4 - Distribution of Contract**

Within thirty (30) workdays following the ratification and signing of the Agreement, the Employer will make the contract available to all employees and administrators on the District website and provide an electronic version of the contract to the Union. The Employer and the Union will be responsible for printing whatever number of copies each party feels is sufficient for its own purposes at its own expense.

#### **Section 1.5 - Contract Maintenance**

Upon request of the Association or the District, representatives from the Association and District shall meet to discuss problems relating to interpretation or compliance with this Agreement. When a request is made, a meeting shall be scheduled to cause as little interruption of the work schedule as possible at a mutually agreed to time.

#### **ARTICLE II - RIGHTS OF THE EMPLOYER**

#### **Section 2.1 - Customary and Usual Rights**

The District retains all rights except as those rights are limited by subsequent sections of this Agreement. Nothing in this Agreement shall be construed to impair the right of the District to conduct all its business in all particulars, except as modified by the subsequent sections of this Agreement and/or the statutes of the state of Washington.

#### Section 2.2 - Reasonable Rules/Regulations

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. Such rules and regulations shall not be in violation of this Agreement.

#### **ARTICLE III - RIGHTS OF THE ASSOCIATION**

#### **Section 3.1 - Posting Association Materials**

The Association shall be provided with bulletin board space or sections thereof for the purpose of posting Association materials at each work site. The Association shall also have the right to use the District email, school mail and school mailboxes to distribute Association material.

#### **Section 3.2 - Using School Facilities for Meetings**

After completing and receiving approval on the appropriate district facilities usage form, the Association shall have the right to use the school facilities for meetings and school equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies in such use and shall be responsible for the proper operation of all such equipment.

#### Section 3.3 - Transacting Association Business During Workday

Association representatives shall be permitted to transact Association business on school property at reasonable times, provided that such business does not disrupt the educational process or productivity of the employees of the District.

#### Section 3.4 - Rights of Association to Receive Employee Information

The District will send to the Association president a list of newly employed bargaining unit members showing their assignments and/or district affiliation, if any.

#### **ARTICLE IV - ASSOCIATION DUES**

#### Section 4.1 - Dues, Employees Exempt From Dues, Deductions, and Representation Fees

Dues will be deducted from the enrolled employee's extracurricular stipend for each activity contract and sent to the WEA Lower Columbia UNISERV Council. Dues schedules will be provided to the District by the Association annually by September 1, and the District will make a one-time dues deduction per extracurricular contract.

It is recognized that the following employees are exempt from paying dues:

- A. Certificated dues-paying WEA members
- B. Classified dues-paying WEA members
- C. Classified or certificated WEA agency fee payers

#### **ARTICLE V - EMPLOYEE RIGHTS**

#### **Section 5.1 - Rights Against Discrimination**

Pursuant to the rights, duties, and remedies of RCW 41.56, the District hereby agrees that every employee shall have the right to join and support the Association. The District agrees that it will not discriminate against any employee because of membership in the Association. The District agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights confirmed by the Agreement, and 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 negotiations with the District, or his/her institution of any complaint proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

#### **Section 5.2 - Due Process**

No employee shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action at all stages beyond the verbal warning or verbal reprimand step will be made available to the employee and the Association in writing upon request.

An employee shall be entitled to have a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action. When a request for such 3

representation is made, no meeting shall continue or shall any action be taken with respect to the employee until such representative of the Association is present.

The District agrees to follow a policy of progressive discipline in any disciplinary action. Disciplinary action taken against employees shall be appropriate to the behavior which precipitates such action.

Normally, discipline will be administered progressively, starting with a verbal warning and progressing through a written reprimand, suspension, and finally discharge. It is recognized that some offences may be serious enough to warrant the abridgement of this progression, and may result in immediate reprimand, suspension, or discharge without having gone through the previous steps. This paragraph in no way bars the Association from representing its members.

Any complaint made against an employee will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee may not be used as a basis for any disciplinary action against the employee.

#### **Section 5.3 - Right to Inspect Personnel File**

Employees shall have the right to inspect all contents of their complete personnel file. The employee may make such a request to schedule a time to review the material at the District Human Resources office, and may, if he/she should so desire, to have an Association representative present while they review their individual file.

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 or opportunity to attach his/her own comments.

#### Section 5.4 - Procedure for Handling Complaints

Complaints brought to the attention of an employee or to a District administrator will be resolved expeditiously and collaboratively.

#### **ARTICLE VI - CONDITIONS OF EMPLOYMENT**

#### Section 6.1 - Evaluation

Athletic directors will evaluate head coaches annually. The athletic director will consult with head coaches to assess the program and to assess the performance of assistant coaches. At the conclusion of the evaluation process, the athletic director will make a recommendation to the District about the job status of each coach. If a coach is not recommended for rehire to the position for the following year, he/she shall be so informed.

#### Section 6.2 - Vacancies

All vacancies occurring during the year shall be reported to the Association and posted in each building for a minimum of five (5) days. When the athletic director is informed of coaching allocation changes, the applicants will be notified. District employees shall have first right of consideration if they meet the posted requirements for such extracurricular positions. It is the expectation of the District and the Association that vacancies will be filled in support of the District Mission:

The mission of the Longview School District is to ensure that every student learns the skills, attitudes, and knowledge to become a responsible, productive citizen in a rapidly changing society. This will be accomplished through a partnership of students, staff, parents, and community focused on results in a supportive, caring, innovative environment with a commitment to challenge each learner to reach potential.

#### Section 6.3 – Conditions of Employment

Coaches who are also regular employees are expected to meet the obligations of their regular work schedules first and coaching obligations second. Coaches must attend required meetings, such as IEPs, unless alternative arrangements have been made.

Practices should be scheduled outside the regular work day. The District supports some flexibility related to release time during non-student contact time.

It is recommended that coaches provide their administrators with practice/game schedules in advance.

#### Section 6.4 – Field Maintenance

The district grounds staff is responsible for the general field conditions during the sport season; including lining, mowing, in-ground irrigation control, and overall maintenance of the fields. Coaches may provide additional support approved by their Athletic Director. Coaches that have concerns about the field preparation and/or care should report this to the Athletic Director.

#### ARTICLE VII - TRAINING/INSERVICE

To the extent possible training/inservice will be paid from site activities budgets in alignment with District policy and procedures.

#### **ARTICLE VIII - DISPUTE RESOLUTION**

#### **Section 8.1 - 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 activities 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 the next regularly scheduled contract maintenance meeting between the bargaining representative (LEA) and the District per Section 1.5 of this Agreement. 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 IX - WORKER'S COMPENSATION**

#### Section 9.1 - Eligibility for Worker's Compensation

An employee absent from his/her extracurricular assignment as a result of injuries received resulting from employment in that assignment shall be eligible to apply for worker's compensation under provisions of WAC 296-17-920.

Any unsafe or hazardous working conditions shall be reported directly to the building administrator. If the reported condition remains unresolved, the District's safety officer may be contacted.

#### **Section 9.2 - Hold Harmless Policy**

The District shall hold harmless and defend each employee who is employed by the District from claims for damages caused, or alleged to have been caused, in whole or in part by that employee while acting within the scope of his/her duties as an employee of the District under the provision of the District's liability policy, provided the District shall not be obligated to assume any costs of judgments held against the employee when such damages are proved to be due to the employee's willful negligence, willful violation of law, or willful criminal act as determined by a court of law.

#### **ARTICLE X - SALARY**

#### **Section 10.1 - Salary Schedule Provisions**

The rate of pay (step) is determined by coaching experience in that specific activity. Years of experience as a head coach in a specific activity can apply to experience as an assistant coach in the same specific activity, but experience in assistant coach in a specific activity does not count toward experience as a head coach for that activity. At the time an individual is recommended for an assignment, they will be temporarily placed on an assigned rate of pay until verification of prior experience is obtained in the District office of Human Resources, and if an adjustment is warranted, such adjustment will be made after receipt of verification.

All extracurricular activities pay will be paid according to salary schedule Appendix..

#### Section 10.2 - Duties Beyond the Regular Season

An amount equal to .025 of the activity stipend shall be paid to coaches involved in activities beyond the regular season. This compensation shall be for each additional week or major fraction thereof. League playoffs will be considered part of the league season and do not qualify for an additional stipend

#### Section 10.3 – Salary Schedule

The District will provide a lump-sum payment at the end of the activity/season.

## **ARTICLE XI - DURATION OF CONTRACT**

This Agreement shall become effective September 1, 2019 and shall remain in effect until August 31, 2022.

Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the Agreement expiration date.

For the Board	Date
For the District	Date
For LECA	Date
For LEA	Date

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# Appendix A

# ACTIVITY SALARY SCHEDULE 2019-2020 HIGH SCHOOL

GROUP A	Step 1 88%	Step 2 91%	Step 3 94%	Step 4 97%	Step 5	Hours
Head Basketball	5661	5853	6047	6239	6432	270
Head Football	5661	5853	6047	6239	6432	210
Athletic Trainer	5661	5853	6047	6239	6432	270

## (80% of Head Coach GROUP A)

GROUP B	68%	71%	74%	77%	80%	Hours
Head Baseball	4374	4567	4759	4953	5146	210
Head Bowling	4374	4567	4759	4953	5146	180
Head Cross Country	4374	4567	4759	4953	5146	120
Head Golf	4374	4567	4759	4953	5146	150
Head Soccer	4374	4567	4759	4953	5146	180
Head Fastpitch	4374	4567	4759	4953	5146	210
Head Slowpitch	4374	4567	4759	4953	5146	
Head Swimming	4374	4567	4759	4953	5146	210
Head Tennis	4374	4567	4759	4953	5146	150
Head Track	4374	4567	4759	4953	5146	180
Head Volleyball	4374	4567	4759	4953	5146	210
Head Water Polo	4374	4567	4759	4953	5146	180
Head Wrestling	4374	4567	4759	4953	5146	180
Rally FALL	4374	4567	4759	4953	5146	150
Rally WINTER	4374	4567	4759	4953	5146	150
Yearbook - after school,						240
no classroom time	4374	4566	4759	4953	5146	

## (67% of Head Coach GROUP A)

GROUP C	55%	58%	61%	64%	67%	Hours
Asst. Basketball	3538	3730	3924	4117	4310	270
Asst. Football	3538	3730	3924	4117	4310	210

# 2019-2020

	/E 10/ of Lload	Cooch CDC	) ID (\)		Appe	ndix A
GROUP D	(54% of Head <b>42%</b>	45%	48%	51%	54%	Hours
Asst. Baseball	2702	2894	3088	3281	3473	210
Asst. Soccer	2702	2894	3088	3281	3473	180
Asst. Fastpitch	2702	2894	3088	3281	3473	210
Asst. Slowpitch	2702	2894	3088	3281	3473	
Asst. Swimming	2702	2894	3088	3281	3473	210
Asst. Tennis	2702	2894	3088	3281	3473	150
Asst. Track	2702	2894	3088	3281	3473	180
Asst. Volleyball	2702	2894	3088	3281	3473	210
Asst. Water Polo	2702	2894	3088	3281	3473	180
Asst. Wrestling	2702	2894	3088	3281	3473	180
Drill Team	2702	2894	3088	3281	3473	240
Asst. Cross Country	2702	2894	3088	3281	3473	120
Asst. Golf	2702	2894	3088	3281	3473	150
Asst. Drama, FALL Musical			<b>34%</b> 2187			Hours 60
Asst. Drama, FALL Musical			2187			60
GROUP E			21%	1		
Stage Manager			1350			30
GROUP E			17%			
Pep Club			1093			30
				_		
GROUP E			11%	-		
PA Coordinator			708			20
GROUP F			26%	ត		
Asst. Drama, WINTER			1673			30

#### Appendix A

# ACTIVITY SALARY SCHEDULE 2019-2020 MIDDLE SCHOOL

#### MIDDLE SCHOOL HEAD COACH

(57% of Head Coach GROUP A)

	Step 1	Step 2	Step 3	Step 4	Step 5	Hours
GROUP G	45%	48%	51%	54%	57%	_
Head Basketball	2894	3088	3281	3473	3667	120
Head Football	2894	3088	3281	3473	3667	150
Head Track	2894	3088	3281	3473	3667	150
Head Volleyball	2894	3088	3281	3473	3667	120
Head Wrestling	2894	3088	3281	3473	3667	120

#### MIDDLE SCHOOL ASSISTANT COACH

(42% of Head Coach GROUP A)

GROUP H	30%	33%	36%	39%	42%	Hours
Asst. Basketball	1930	2123	2316	2508	2702	120
Asst. Football	1930	2123	2316	2508	2702	150
Asst. Track	1930	2123	2316	2508	2702	150
Asst. Volleyball	1930	2123	2316	2508	2702	120
Asst. Wrestling	1930	2123	2316	2508	2702	120

## Appendix B

# ACTIVITY SALARY SCHEDULE 2020-2021 HIGH SCHOOL

GROUP A	Step 1 88%	Step 2 91%	Step 3 94%	Step 4 97%	Step 5	Hours
Head Basketball	5774	5970	6168	6364	6561	270
Head Football	5774	5970	6168	6364	6561	210
Athletic Trainer	5774	5970	6168	6364	6561	270

## (80% of Head Coach GROUP A)

GROUP B	68%	71%	74%	77%	80%	Hours
Head Baseball	4462	4658	4854	5052	5249	210
Head Bowling	4462	4658	4854	5052	5249	180
Head Cross Country	4462	4658	4854	5052	5249	120
Head Golf	4462	4658	4854	5052	5249	150
Head Soccer	4462	4658	4854	5052	5249	180
Head Fastpitch	4462	4658	4854	5052	5249	210
Head Slowpitch	4462	4658	4854	5052	5249	
Head Swimming	4462	4658	4854	5052	5249	210
Head Tennis	4462	4658	4854	5052	5249	150
Head Track	4462	4658	4854	5052	5249	180
Head Volleyball	4462	4658	4854	5052	5249	210
Head Water Polo	4462	4658	4854	5052	5249	180
Head Wrestling	4462	4658	4854	5052	5249	180
Rally FALL	4462	4658	4854	5052	5249	150
Rally WINTER	4462	4658	4854	5052	5249	150
Yearbook - after school,						240
no classroom time	4462	4658	4854	5052	5249	

## (67% of Head Coach GROUP A)

GROUP C	55%	58%	61%	64%	67%	Hours
Asst. Basketball	3609	3805	4002	4199	4396	270
Asst. Football	3609	3805	4002	4199	4396	210

# 2020-2021

	2020 2					ndix B	
	(54% of Head Coach GROUP A)						
GROUP D	42%	45%	48%	51%	54%	Hours	
Asst. Baseball	2756	2952	3150	3347	3542	210	
Asst. Soccer	2756	2952	3150	3347	3542	180	
Asst. Fastpitch	2756	2952	3150	3347	3542	210	
Asst. Slowpitch	2756	2952	3150	3347	3542		
Asst. Swimming	2756	2952	3150	3347	3542	210	
Asst. Tennis	2756	2952	3150	3347	3542	150	
Asst. Track	2756	2952	3150	3347	3542	180	
Asst. Volleyball	2756	2952	3150	3347	3542	210	
Asst. Water Polo	2756	2952	3150	3347	3542	180	
Asst. Wrestling	2756	2952	3150	3347	3542	180	
Drill Team	2756	2952	3150	3347	3542	240	
Asst. Cross Country	2756	2952	3150	3347	3542	120	
Asst. Golf	2756	2952	3150	3347	3542	150	
GROUP E			34%	ī		Hours	
Asst. Drama, FALL Musical			2231			60	
GROUP E			21%	ī			
Stage Manager			1377			30	
GROUP E			17%				
Pep Club			1115			30	
				Ц			
GROUP E			11%	ī d			
PA Coordinator			722			20	
GROUP F			260/				
			<b>26%</b>	Ī		20	
Asst. Drama, WINTER			1706			30	

#### Appendix B

# ACTIVITY SALARY SCHEDULE 2020-2021 MIDDLE SCHOOL

#### MIDDLE SCHOOL HEAD COACH

(57% of Head Coach GROUP A)

	Step 1	Step 2	Step 3	Step 4	Step 5	Hours
GROUP G	45%	48%	51%	54%	57%	_
Head Basketball	2952	3150	3347	3542	3740	120
Head Football	2952	3150	3347	3542	3740	150
Head Track	2952	3150	3347	3542	3750	150
Head Volleyball	2952	3150	3347	3542	3750	120
Head Wrestling	2952	3150	3347	3542	3740	120

# MIDDLE SCHOOL ASSISTANT COACH

(42% of Head Coach GROUP A)

30%	33%	36%	39%	42%	Hours
1969	2165	2362	2558	2756	120
1969	2165	2362	2558	2756	150
1969	2165	2362	2558	2756	150
1969	2165	2362	2558	2756	120
1969	2165	2362	2558	2756	120
	1969 1969 1969 1969	1969     2165       1969     2165       1969     2165       1969     2165       1969     2165	1969     2165     2362       1969     2165     2362       1969     2165     2362       1969     2165     2362       1969     2165     2362	1969     2165     2362     2558       1969     2165     2362     2558       1969     2165     2362     2558       1969     2165     2362     2558       1969     2165     2362     2558	1969     2165     2362     2558     2756       1969     2165     2362     2558     2756       1969     2165     2362     2558     2756       1969     2165     2362     2558     2756       1969     2165     2362     2558     2756

# Appendix C

# ACTIVITY SALARY SCHEDULE 2021-2022 HIGH SCHOOL

GROUP A	Step 1 88%	Step 2 91%	Step 3 94%	Step 4 97%	Step 5	Hours
Head Basketball	5947	6149	6353	6555	6758	270
Head Football	5947	6149	6353	6555	6758	210
Athletic Trainer	5947	6149	6352	6555	6758	270

## (80% of Head Coach GROUP A)

GROUP B	68%	71%	74%	77%	80%	Hours
Head Baseball	4596	4798	5000	5204	5407	210
Head Bowling	4596	4798	5000	5204	5407	180
Head Cross Country	4596	4798	5000	5204	5407	120
Head Golf	4596	4798	5000	5204	5407	150
Head Soccer	4596	4798	5000	5204	5407	180
Head Fastpitch	4596	4798	5000	5204	5407	210
Head Slowpitch	4596	4798	5000	5204	5407	
Head Swimming	4596	4798	5000	5204	5407	210
Head Tennis	4596	4798	5000	5204	5407	150
Head Track	4596	4798	5000	5204	5407	180
Head Volleyball	4596	4798	5000	5204	5407	210
Head Water Polo	4596	4798	5000	5204	5407	180
Head Wrestling	4596	4798	5000	5204	5407	180
Rally FALL	4596	4798	5000	5204	5407	150
Rally WINTER	4596	4798	5000	5204	5407	150
Yearbook - after school,						240
no classroom time	4596	4798	5000	5204	5407	

## (67% of Head Coach GROUP A)

GROUP C	55%	58%	61%	64%	67%	Hours
Asst. Basketball	3717	3919	4122	4325	4528	270
Asst. Football	3717	3919	4122	4325	4528	210

## 2021-2022

2021-2022								
	/F 40/		Appei	ndix C				
ODOLID D	•			ROUP A)				
GROUP D	42%	45%	48%	51%	54%	Hours		
Asst. Baseball	2839	3038	3246	3447	3648	210		
Asst. Soccer	2839	3038	3246	3447	3648	180		
Asst. Fastpitch	2839	3038	3246	3447	3648	210		
Asst. Slowpitch	2839	3038	3246	3447	3648			
Asst. Swimming	2839	3038	3246	3447	3648	210		
Asst. Tennis	2839	3038	3246	3447	3648	150		
Asst. Track	2839	3038	3246	3447	3648	180		
Asst. Volleyball	2839	3038	3246	3447	3648	210		
Asst. Water Polo	2839	3038	3246	3447	3648	180		
Asst. Wrestling	2839	3038	3246	3447	3648	180		
Drill Team	2839	3038	3246	3447	3648	240		
Asst. Cross Country	2839	3038	3246	3447	3648	120		
Asst. Golf	2839	3038	3246	3447	3648	150		
						_		
GROUP E			34%	1		Hours		
Asst. Drama, FALL Musical			2298			60		
				•				
GROUP E			21%	1				
Stage Manager			1418			30		
GROUP E			17%	1				
Pep Club			1148			30		
000UD 5								
GROUP E			11%	1				
PA Coordinator			744			20		
CDOUD E			000/					
GROUP F			26%	1		20		
Asst. Drama, WINTER Asst. Drama, SPRING			1757 1757			30 30		
Asst. Diama, SENING			1131	J		30		

## Appendix C

# ACTIVITY SALARY SCHEDULE 2021-2022 MIDDLE SCHOOL

#### MIDDLE SCHOOL HEAD COACH

(57% of Head Coach GROUP A)

	Step 1	Step 2	Step 3	Step 4	Step 5	Hours
GROUP G	45%	48%	51%	54%	57%	र्ज
Head Basketball	3041	3245	3447	3648	3852	120
Head Football	3041	3245	3447	3648	3852	150
Head Track	3041	3245	3447	3648	3852	150
Head Volleyball	3041	3245	3447	3648	3852	120
Head Wrestling	3041	3245	3447	3648	3852	120

#### MIDDLE SCHOOL ASSISTANT COACH

(42% of Head Coach GROUP A)

GROUP H	30%	33%	36%	39%	42%	Hours
Asst. Basketball	2028	2230	2433	2635	2839	120
Asst. Football	2028	2230	2433	2635	2839	150
Asst. Track	2028	2230	2433	2635	2839	150
Asst. Volleyball	2028	2230	2433	2635	2839	120
Asst. Wrestling	2028	2230	2433	2635	2839	120