

AGREEMENT BETWEEN

KENT SCHOOL DISTRICT NO. 415

And

**KENT ASSOCIATION OF COACHES AND EXTRA-CURRICULAR
EMPLOYEES/WEA**

September 1, 2015 through June 30, 2017

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PREAMBLE

This Agreement is entered into this 1st day of September 2015, by and between the Kent Association of Coaches and Extra-Curricular Employees/WEA and the Kent School District Number 415. The signatories shall be the sole parties to this Agreement.

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to the Collective Bargaining Act, Chapter 41.56 RCW, to bargain with the Association as the exclusive representative of the employees covered by this Agreement with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION AND DEFINITIONS

Section 1.1 - Recognition

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all employees in extra-curricular positions in the Kent School District for which no certification is required excluding casual employees, confidential employees, supervisors and all other employees of the employer.

The Association was certified as a bargaining unit following a Public Employment Relations Commission election on December 11, 1995, Case Number 12072-E-95-1996.

The Board will not negotiate with or recognize any employee organization other than the Association during the duration of this Agreement.

Section 1.2 - Definitions

Unless the context in which they are used clearly requires otherwise, when used in this Agreement:

- The term "Agreement" shall mean this entire Collective Bargaining Agreement.
- The term "Association" shall mean the Kent Association of Coaches Extra-Curricular Employees/Washington Education Association.
- The term "Board" shall mean the Board of Directors of the Kent School District Number 415.
- The term "District" shall mean the Kent School District Number 415.
- The term "employee" shall refer to all employees represented by the Association in the bargaining unit as defined in Article I, Section 1.
- The term "Act" shall mean the Public Employees Bargaining Act, Chapter 41.56 RCW.

Unless the context in which they are used clearly requires otherwise, words used in this agreement denoting gender shall include both the masculine and feminine; and words denoting number include both the singular and plural.

ARTICLE II - STATUS & ADMINISTRATION OF AGREEMENT

Section 2.1- Ratification and Relationship of Existing Policies

This Agreement shall become effective when ratified by the Board and the Association and executed by authorized representatives thereof and may be amended or modified only with written mutual consent of the parties.

This Agreement shall supersede any written rules, regulations, policies, resolutions or former bargaining agreements of the district which are contrary to its expressed terms.

Section 2.2 - 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 this Agreement to any employee or groups of employees covered hereby shall be found contrary to law by a court of competent jurisdiction, 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.

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, an Attorney General Opinion, or an Auditor's Report, the parties shall meet to bargain such provision if requested by either party.

Section 2.3 - Distribution of Agreement

The district shall print and provide each employee with one copy of this Agreement and provide the Association twenty (20) copies of this Agreement within thirty (30) days after ratification of the Agreement.

All employees shall be provided the opportunity to access and review a copy of the Agreement to be located in the office of the building principal or designee. Additional copies will be available at the Administration Building during normal business hours. Furthermore, the District will post the agreement on its web page as soon as practicable.

Section 2.4 - Appendices

The appendices are integral parts of this Agreement and by this reference are incorporated herein.

ARTICLE III - ASSOCIATION & BOARD RIGHTS & RESPONSIBILITIES

Section 3.1 - Exclusivity

Throughout this Agreement certain rights and functions are accorded and ascribed to the Association as the legal representative for all employees covered under this Agreement. Rights and privileges afforded the Association and its constituent organizations shall not be granted to an organization seeking to represent employees represented by the Association. The right to participate as an organization representing employees in grievance processing shall be an exclusive right of the Association.

Section 3.2 - Access

Representatives duly authorized by the Association shall be permitted to transact official Association business on district property at all reasonable times, provided that this shall not interfere with or interrupt normal district operations. The representative will notify the building/facility office of his/her visit whenever possible. If the building/facility supervisor believes the time of the visit will interfere or interrupt normal school operations, a more appropriate time will be suggested by the building/facility supervisor.

The Association shall have the right to use district buildings/facilities/equipment without cost for meetings and to transact Association business providing such use does not interrupt normal district operations. There will be charges for cooks, custodians, or supervisors where it becomes necessary to pay salaries beyond normal working hours, to defray costs for damages to facilities, equipment and fields or pay start-up costs for heat and utilities.

Section 3.3 - Membership Communication

The district shall make available a bulletin board space available to the Association in each facility where employees are assigned, provided that all such notices posted are signed and dated by an Association representative. The Association shall be responsible for removal of all outdated posted material.

The Association shall have the right to use the district's internal mail system and employee mailboxes to distribute information. The District assumes no responsibility for the distribution or content of any communication by the Association.

The Association agrees not to post or distribute via the district mail system any information, which is not in the best interest of the district or its normal operation.

Section 3.4 - Availability of Information

The Board shall provide the Association, upon its request, copies of financial statements, copies of certain documents and other relevant information produced in the regular course of business together with information which may be necessary for the Association to process any grievance.

By October 17 and February 28 of each year, the district shall make available to the Association the names and KSD email addresses of all employees within the bargaining unit at the time such lists are prepared. The Association shall ensure that district lists are not released outside the Association.

Section 3.5 - Right of Consultation

The Superintendent and/or designee shall meet with Association representatives periodically at mutually agreed times to discuss matters of concern to either party.

Section 3.6 - Dues Deduction

Upon receipt of written authorization from the employee, the district shall deduct dues of the Association from the employee's pay warrant and transmit such deductions to the membership department of the Washington Education Association. Such authorized dues shall be deducted in one lump sum during the period when the employee is performing his/her coaching and/or extra-curricular activity.

The Association shall be responsible to develop a form for such authorization. Said form shall include the amount of dues to be deducted.

Once authorized, the dues deduction shall continue during the life of the Agreement providing said employee continues to serve in a position included within the bargaining unit.

The Association agrees to defend, indemnify, and hold the district (suits by the district excepted) harmless against any and all claims, suits, orders, or judgments brought or issued against the district as a result of any action taken or not taken by the district.

Section 3.7 - Management Rights

The management and operations of the district and the direction of staff members are vested exclusively in the district subject to the terms of this Agreement. All matters not specifically and expressly controlled by the language of this Agreement may be administered for the duration of this Agreement by the district in accordance with such policy or procedure as the district from time to time may determine. Nothing in this agreement shall be construed to be a delegation to others of the policy-making authority of the Board, which authority is specifically reserved by the Board.

ARTICLE IV - EMPLOYEE RIGHTS

Section 4.1 - Individual Rights

There shall be no discrimination against any employee by reason of race, creed, color, marital status, sex, disability, age, national origin, sexual orientation or because of their membership or non-membership in employee organizations or in their exercise of other rights under Chapter 41.56 RCW.

Employees shall be able to work in an environment free from sexual harassment.

The exercise of full rights of citizenship is guaranteed by the district for employees.

The private and personal life of an employee is of no concern to the District except to the extent that it interferes with the employee carrying out his or her responsibilities within the District.

Section 4.2 - Just Cause

No employee shall be disciplined or reprimanded without just and sufficient cause. An employee shall have the right to have a representative of the Association present when elements potentially leading to discipline are being discussed. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing.

The district shall follow a policy of constructive discipline, which shall normally include verbal warning, reprimand and suspension without pay with discharge as a final and last resort. Any disciplinary action affecting an employee shall be appropriate to the behavior, which precipitated the action.

This section shall not be applicable to the discontinuance of a bargaining unit position or stipend at the end of the season or activity. Pursuant to Article VI Section 6.2 an alternative method of review is available upon request.

Any complaint not called to the attention of the employee may not be used as the basis for disciplinary action. Any written record made of a complaint against an employee must be called to the attention of the employee within ten (10) working days of the time the record is made.

Section 4.3 - Personnel File

One permanent personnel folder shall be maintained for each employee of the bargaining unit. The district shall not be required to maintain a separate personnel file for members of the bargaining unit who are employed elsewhere in the district. Employees, upon request, have the right to inspect all contents of their complete personnel file kept within the district and/or building. The employee may be accompanied by another person of the employee's choosing to review the personnel file.

The employee shall be given a copy of all material relating to disciplinary action or a negative performance review prior to adding such material to the personnel file. The employee shall have the right to attach a written statement or rebuttal to all such material within ten (10) days of receiving a copy.

Section 4.4 - Employee Protection

The District agrees to defend an employee in any civil suit if the complaint charges the employee (1) in performing or in failing to perform his/her pre-assigned and/or customary duties or; (2) in the performance of any act to protect school property, to prevent injury to persons on school grounds, or at school functions, to maintain student discipline or control on school grounds or at school functions, or in performing other similar services for the District if the employee acts in good faith.

The Board of Directors will provide employees insurance* to pay for loss or damage to personal property of employees when engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof.

*Note: Such insurance supplements the individual employee's insurance, which provides the primary coverage.

The district shall provide approved first aid/injury prevention kits for use at all District facilities and where district-sanctioned activities are being conducted away from the home facility.

Employees are covered by Industrial Insurance subject to the rules and regulations of the Industrial Insurance Act. In the event an employee sustains an on-the-job injury, the employee shall immediately notify her/his supervisor. The employee shall be informed of her/his right to industrial insurance and workers' compensation/sick leave, if applicable.

Section 4.5 - Rights, Responsibilities and Authority of Employees

1. a. All employees shall have the responsibility and authority to control and discipline students participating in their activities pursuant to building, District and/or WIAA rules.
- b. Each employee shall be entitled to appropriate assistance and support from District administrators in connection with discipline problems relating to student.
- c. No employee shall be discriminated against for refusing to take action, which violates a building, District and/or WIAA regulation. Prior to such refusal, the employee shall discuss the issue with the immediate supervisor and/or athletic director.

2. Transportation

Except in an emergency, an employee transporting student(s) to and from an authorized District function shall comply with District Policy 6625.

Employees who are authorized to use their own vehicle for transporting student(s) to and from a required and authorized District function shall receive mileage reimbursement for use of such vehicle pursuant to District policy.

The District will offer CPR and first aid training classes for employees before the start of each sports season. Such classes may be offered to other interested individuals depending upon space availability.

Section 4.6 - Assignment and Vacancies

1. Assignment

- a. Appointment to coaching and extra-curricular positions covered by this Agreement is on a yearly or seasonal basis. Employees assigned to coaching and/or extra-curricular assignments shall have their appointments reviewed each year by the building principal or designee.
- b. An employee may be discontinued in his/her position at the end of the season. Such employee shall receive written notice setting forth the reasons for such discontinuance within thirty (30) calendar days following the end of the WIAA concluding event for that season. The written non-renewal notice shall provide information that discontinuance of such position may be appealed through the Superintendent's level of grievance procedure (Step 3) under Article VI, Section 6.2.

For the golf and tennis seasons, the Association shall identify the date from which the 30 calendar days shall be counted. The date selected by the Association shall be consistent with the end of the season for these sports. The date selected shall be communicated in writing to the District Athletic Director no later than the last Monday in September. If no date is selected by then, the Association agrees that the District may pick the date.

- c. After the 30 day end-of-season period has passed, coaches not receiving written notification of non-renewal or FTE reduction, will be entitled to the same position and respective FTE the following year. Any change of FTE after the 30 day end-of-season period must be approved by the coach or the change will not be allowed.

2. Posting

- a. Vacancies occurring during the work year shall be posted at each work site on a monthly basis for a minimum of five (5) working days prior to filling.
- b. Employees seeking employment within the bargaining unit during periods when school is not in session may call the Director of Athletics for a list of vacant positions.

ARTICLE V - SALARY AND WORKING CONDITIONS

Section 5.1 - Salary

1. Effective September 1, 2015, the salary index schedule will be increased by five and one-half (5.5%), which includes a three percent (3%) cost of living adjustment for the 2015-16 contract year as authorized by the state (commonly referred to as the “pass through”).
2. Effective September 1, 2016, the salary index schedule for middle and high school shall be increased by the same percentage to be not less than one and eight-tenths percent (1.8%) for classified employees, if any, as authorized by the state. This percentage amount is commonly referred to as the “pass through.”
3. Employees covered by this agreement who are also certificated employees of the Kent School District shall be paid a stipend based on the regular season.
4. Classified employees eligible for coverage by the Fair Labor Standards Act in their regular Kent School District employment shall receive overtime pay at time and one-half for all hours (including regular and extra-curricular hours) worked in excess of forty (40) hour week.
5. Compensation for activities covered by this agreement shall be made during the season in which duties are performed.
6. At the discretion of the District Athletic Director, 1.0 FTE coaching stipends may be prorated on a percentage basis. Prior to the beginning of a season, the building athletic administrator is responsible to inform all coaches receiving a pro-rated stipend the respective prorated stipend percentage.

Section 5.2 - Salary Factors

A. Computation of Coaches Salaries

1. Salary for Head Coach Assignments:
Effective with the date of ratification of this agreement, the salary for Head Coach Assignments shall be determined by multiplying the Experience Level Factor times Salary Index times the Scale Points for the sport.

The current Middle School Salary Index will be \$35,300.

The current Senior High Salary Index will be \$34,606.

2. Salary for Assistant Coach Assignments:
The salary for an Assistant Coach assignment will be seventy-five percent (75%) of the salary he/she would receive in the Head Coach position.
3. Minimums:
In any sport, no Head Coach shall receive less than ten percent (10%) of the Salary Index amount.
4. Night Turnouts
The following programs, upon approval, will receive one (1) additional scale point for evening practices: Sr. Hi. Boys/Girls Basketball, Sr. Hi. Wrestling & Sr. Hi. Gymnastics. Building Athletic Chairs will be required to submit, to the District Athletic Director, a request for night practice points demonstrating the need (reason) for night practices and a Winter seasonal facility use plan.

As per administrative directive, no interscholastic night games or athletic/activity practices are permitted by middle school student-athletes. After school practices are not to extend beyond 5:45 p.m. without District Athletic Director permission.

B. Experience

An employee shall be placed on the experience level corresponding to the number of interscholastic coaching seasons for that specific sport. Experience outside of the interscholastic program will be evaluated by the District Athletic Director for potential equivalency; however, the district is not obligated to grant credit for coaching experience outside the interscholastic model.

The experience level factors for each experience level are as follows:

Experience Level	Column	Experience Level (factors)
0	A	.0088
1	B	.0095
2	C	.0102
3	D	.0109
4	E	.0116
5	F	.0123
6	G (sport specific)	.0130
9	H (sport specific)	.0137

To be placed in column G, coaches must meet (or exceed) the following:

Six (6) years of satisfactory coaching experience at the interscholastic level or equivalent as approved by District Athletic Director.

To be placed in column H, coaches must meet (or exceed) just one of the following:

1. Must have been on the G column for 3 years, or
2. Must have completed 15 years or more of interscholastic coaching specifically with the Kent School District.
3. The District Athletic Director or designee will notify Human Resources when a Coach meets the criteria to be placed on the H column.

C. Criteria for Establishing Point Scale

The list of points under each of the different criteria shall be used to determine the number of scale points applicable for each sport.

Senior High Criteria:

1. Length of Season

<u># Complete (5 day) Weeks</u>		<u>High School</u>
12 or more weeks	=	7 pts.
11 weeks	=	6 pts.
10 weeks	=	6 pts.
9 weeks	=	6 pts.
8 weeks or less	=	4 pts.

2. Number of Athletes

This category recognizes the number of athletes participating in a program. The union and the district agree that each sport historically serves a consistent number of students as reflected by the point values established in this category. It is further recognized that these points may increase or decrease depending on changes within the format and administration of the program.

<u># Athletes</u>		<u># of Points</u>
80 or more	=	5 pts.
30-79	=	4 pts.
20-29	=	3 pts.
11-19	=	2 pts.
0- 10	=	1 pt.

3. Equipment and Safety Management

This recognizes that some sports have greater daily and seasonal equipment supervision duties and that certain sports greater safety

responsibilities which are related to care and management of participants and equipment.

Equipment

Much Responsibility	=	3 pts.
Considerable Responsibility	=	2 pts.
Some Responsibility	=	1 pt.

Safety

Much Responsibility	=	3 pts.
Considerable Responsibility	=	2 pts.
Some Responsibility	=	1 pt.

4. Minimum Point Scale Placement

The minimum placement on Senior High Salary Schedule shall be at no less than 10.5 point value even though specific sport may be less than 10.5 on Salary Criteria Point Scale.

D. Computation of Activity Stipends

The Kent School District registers all Cheerleading and Drill/Dance Team programs as activities with the WIAA. These activities are not sports by definition and therefore are not recognized in the point criteria scale. The stipends for these activities shall be determined as follows:

Senior High Cheer Advisor	=	13.5% of Salary Index
Senior High Drill Advisor	=	13.5% of Salary Index
Senior High Dance Advisor	=	13.5% of Salary Index

Due to the variability in the format and structure of cheerleading at the middle school level, the district will provide a fund for each building to support the uniqueness of each program. Schools may offer cheerleading or an activity position and may use the fund to support the salary of an approved activity position to be determined by the school principal. All money in the fund must be directed to salaries.

Principals will be required to submit for approval, a proposal to the District Director of Athletics and Activities detailing the program structure, job responsibilities & expectations (including estimated # of hours) and distribution of funds.

Middle School Activity Position = 10% of (Middle School) Salary Index

E. Post Season Coaching Pay

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

- Post season reimbursement will become effective for the following **GROUP A** sports after the completion of all South Puget Sound League playoff activities for that respective sport:
GROUP A: Baseball, Basketball, Football, Soccer, Softball, and Volleyball
- Post season reimbursement will become effective for the following **GROUP B** sports after the completion of all WIAA District or State Regional competition for that respective sport:
GROUP B: Cross-Country, Golf, Gymnastics, Swim, Tennis, Track and Wrestling.
- The following reimbursement scale shall be in effect:

	<u>Hourly Rate</u>	<u>Maximum Hours/Day</u>	<u>Maximum Hours/Week</u>
Group A-Head Coach	\$16.50	3	18
Group B- Head Coach	\$16.50	2	12
Group A-Asst. Coach	\$12.50	2	12
Group B-Asst. Coach	\$12.50	2	12

- The following coaching ratios will be applied for reimbursement purposes:

Head Coach & 3 assistants =	Football
Head Coach & 1 assistant =	Baseball, Basketball, Soccer, Softball, and Volleyball
Head Coach Only if < 10 athletes =	Cross Country, Golf, Gymnastics, Swim, Tennis, Track and Wrestling
Head Coach & 1 Asst. if ≥ 10 athletes =	Cross Country, Golf, Gymnastics, Swim, Tennis, Track and Wrestling

Only qualified athletes are allowed. Non-qualifiers, alternates, managers, statisticians, trainers and/or student helpers are not to be counted.

- Programs may pool allocated hours and divide amongst eligible and ineligible coaches. Allocation of hours shall be pre-determined by building administrator responsible for athletics.
- There will be no additional pay for practice and/or competition that occurs during a time in which the coach is being compensated for other duties.
- Time sheets must be submitted to the district Director of Athletics 3 days prior to the published Payroll Department cutoff dates in order to receive additional pay on the subsequent pay warrant.

- Requests for post season pay must be submitted on "Post Season Stipend Request Form" within 45 days of the completion of post season play. Forms submitted after the required 45-day time period will not be eligible for reimbursement. This is solely the responsibility of each individual coach.

F. PROFESSIONAL RESPONSIBILITIES

1. Timely Compliance with Regulatory Requirements

The Association and the District agree it is extremely important association members are in compliance with district, league, WIAA and State of Washington policies, regulations and statutes at all times. Individual members are responsible to assure compliance in a timely and non-disruptive manner prior to the beginning of a respective season assignment.

Prior to the first day of practice, a coach must be trained annually in "Concussion/Brain Injury Management." Coaches shall not be allowed to begin coaching until such training is documented and submitted to the building athletic administrator.

Coaches (head, assistant, and volunteer) that do not meet the First Aid/CPR, WIAA Coaches Clock-Hour Standards or WIAA Head Coach On-line Rules Test, will not be allowed to coach students in a practice and/or in a game/contest. Such coaches shall be relegated to "Temporary Volunteer" status. The volunteer status shall be in effect until the required compliance has been met and properly documented at the district athletic department office.

The original stipend shall be reduced on a per diem basis for the entire time period of the "Temporary Volunteer" status. Per Diem shall be calculated by dividing stipend amount by the number of total days (Monday through Friday) in the league season.

The district recognizes unique situations arise in the hiring process and timelines. Members may request a waiver of the "Temporary Volunteer" status to their building athletic chairperson. Such waiver request must be in writing with supporting rationale for not having met requirements. If supported, building athletic chairperson will forward to District Director of Athletics and Activities for review. The decision of the director shall be final.

2. Coaching Ejections

The Association and District agree that teaching and modeling good sportsmanship is an expectation of every coach and advisor.

Any ejection of a coach/advisor shall be self-reported to the athletic chairperson of that building. Athletic chairperson will then be responsible for reviewing the circumstances surrounding the ejection.

An automatic stipend reduction of two hundred dollars (\$200.00) shall be assessed based on the inability of ejected coach to be involved as a coach or

supervisor from the game in which the ejection took place and of the next contest as per WIAA guidelines.

An ejected coach may appeal the stipend reduction to their building athletic chairperson, **ONLY**, if the ejection was based on rule mis-application or mis-interpretation of a rule outside of individual un-sportsmanlike behavior. An appeal must be in writing with supporting rationale. If supported, building athletic chairperson will forward to District Director of Athletics and Activities for review. The decision of the director shall be final.

Lastly, an appeal of an ejection for pay reduction waiver does not release an individual from compliance with the sanction involved as per WIAA guidelines.

3. Coaching Attendance

Coaching stipends are based on a minimum of 5 days of practice and/or contests per week excluding vacation periods. Coaches are expected to be in attendance at all scheduled practices and/or contest. Saturdays are optional turnout days. Saturdays are required coaching days if league games or contests are scheduled by league administrators or teams are participating in post season playoff contests.

Coaches that are KSD employees shall not attend a practice or contest on any day that requires the coach to request and be granted a full day of sick leave by the district. Exceptions to this requirement must be authorized by the building principal.

A coach is allowed 5 accumulated days of sick leave without impunity. Absences beyond 5 days will result in loss of coaching stipend pay. Stipend shall be reduced on a per-diem basis determined by the number of days in the league season.

4. Coaching Leave of Absence

Coaches may request a leave of absence for a one year period. Requests that are granted will reserve the rights of the coach to return to that position the following year. The position will be filled during the leave as an “interim” position.

Authorization for a one year leave of absence must be reviewed and authorized by the building principal.

Leaves of absences based on maternity, military commitments or educational pursuits are acceptable reasons for leave. All other reasons should be reviewed with the building principal and shall be treated as confidential.

The building principal’s decision shall be final.

SENIOR HIGH - SALARY CRITERIA POINT SCALE

		Length of Season Points	Number of Athletes	Equipment Factors	Safety Factors	Night Practice	Total
1	Football	6	5	3	3	0	17
2	Boys Basketball	7	4	2	1	1	15
3	Girls Basketball	7	4	2	1	1	15
4	Coed Track	6	5	2	1	0	14
5	Wrestling	7	4	1	2	1	15
6	Baseball	6	4	2	2	0	14
7	Softball	6	4	2	2	0	14
8	Volleyball	6	4	2	1	0	13
9	Gymnastics	7	2	1	2	1	13
10	Boys Soccer	6	4	1	1	0	12
11	Girls Soccer	6	4	1	1	0	12
12	Coed Judo	6	3	0.5	1.5	0	11
13	Boys Swimming	6	3	0.5	1	0	10.5
14	Girls Swimming	6	3	0.5	1	0	10.5
15	Boys Tennis	6	3	0.5	0.5	0	10
16	Girls Tennis	6	3	0.5	0.5	0	10
17	Coed Golf	6	2	0.5	0.5	0	9
18	Cross Country	4	3	0.5	1	0	8.5

MIDDLE SCHOOL - SALARY CRITERIA POINT SCALE

Total Points

1	Football	9
2	Boys Basketball	9
3	Wrestling	9
4	Coed Track	9
5	Gymnastics	9
6	Softball	9
7	Girls Basketball	9
8	Volleyball	9
9	Baseball	9
10	Girls Soccer	9
11	Boys Soccer	9

ARTICLE VI - GRIEVANCE PROCEDURE

Section 6.1 - Definition

A grievance is a claim by an employee that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement, which claim deals with the interpretation or application of the specific terms of this Agreement.

Section 6.2 - Grievance Steps

Step 1

Employees shall first discuss the grievance with the Principal or his/her designee. All grievances not brought to the Principal or his/her designee in accordance with the preceding sentence, within fourteen (14) calendar days of the occurrence of the grievance, shall be invalid and subject to no further processing.

Step 2

If the grievance is not resolved to the employee's satisfaction in accordance with Step 1, the employee shall reduce to writing a statement of the grievance containing the following:

- a. The facts on which the grievance is based; and
- b. A reference to the provision(s) in this Agreement which allegedly been violated; and
- c. The remedy sought.

The employee shall submit this written statement of grievance within fourteen (14) calendar days of the informal Step 1 meeting to the Athletic Director and shall submit a copy to the Personnel Office. The parties will have twenty-one (21) calendar days from submission of the written statement of grievance to resolve the grievance.

Step 3

If no settlement has been reached at the Step 2 level, and the Union believes the grievance to be valid, a written statement of grievance shall be submitted within fourteen (14) calendar days of the completion of Step 2 to the Superintendent or designee. After such submission, the parties will have twenty-five (25) calendar days from submission of the written statement of grievance to resolve the grievance.

Step 4

If the grievance is not resolved with the decision by the Superintendent, or his/her designee, or if no decision has been made within the period provided in Step 3 above, the Union shall, within fourteen (14) calendar days of the completion of Step 3, notify the Superintendent in writing that the grievance is being submitted to binding arbitration.

1. Arbitration shall be conducted by an arbitrator under the Voluntary Labor Arbitration rules of the American Arbitration Association, subject to the following conditions:
 - a. If the parties have agreed upon an arbitrator prior to submitting the grievance for arbitration, the American Arbitration Association shall be so notified, and the arbitration shall be heard and decided by said arbitrator.
 - b. The decision of the arbitrator shall be final and binding on both parties, provided, however, that the arbitrator shall not have the power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, nor may the arbitrator order either party to take action that goes beyond the law.
 - c. The arbitrator shall specify in the award that the Union or the District, whichever is ruled against, shall pay the fees of the arbitrator, the cost of transportation, and other necessary general costs.

Section 6.3 - General Provisions

- a. Any employee at any time may present his/her grievance to the District and have such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, and, if the Union has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.
- b. The time limits set forth in this Article may be extended by mutual agreement.
- c. All individuals who might possibly contribute to the acceptable adjustment of a grievance are urged to provide any relevant information they may have to the grievant and/or District administration, with full assurance that no reprisal will follow by reason of their involvement in the grievance.
- d. All documents/communications/records dealing with the processing of the grievance shall be filed separately from the grievant's personnel file, provided that the final adjustment of the grievance shall be retained as a matter of record in the grievant's personnel file, provided that the final adjustment of the grievance shall be retained as a matter of record in the grievant's personnel file.

ARTICLE VII - NO STRIKE

There shall not be authorized any strike, slowdown, or any other stoppage of work by the Union regardless of whether an unfair labor practice is alleged. The District shall not lock out any employee covered by this Agreement. Should a strike, slowdown, or stoppage by the Union members occur, the Union shall immediately instruct its members to return to work. If the employees do not resume work as required by the Agreement immediately upon being so instructed, they shall be subject to discipline.

ARTICLE VIII - DURATION

This Agreement shall be effective from September 1, 2015, and shall continue in effect through June 30, 2017. This Agreement, together with all the terms, conditions, and effects thereof, shall expire on the date indicated. Negotiations between the parties on a successor agreement shall begin during April of 2017.

This Agreement may be reopened and modified only when legislation or case law mandates change in the terms or provisions, for salary and benefit changes provided, if any, by the legislature, or upon mutual consent of the parties in writing.

The parties agree that the “numbering” within the Articles need to be reviewed and adjusted as necessary.

The parties agree to use throughout the Agreement those same spellings, punctuation, grammar, references, titles, etc., to which they have agreed in the negotiations of this Agreement. Further, the parties agree to consider all other editorial changes at any time, as long as those changes do not alter the intent or scope of the Agreement.

This concludes negotiations for the 2015-2017 school years.

In witness thereof:

FOR THE ASSOCIATION

FOR THE DISTRICT

Aaron Ohlsen, Coaches Representative

Debra Hillary, Director of Labor Relations

Date: _____

Date: _____