

2018 - 2025

**EXTRA-CURRICULAR CLASSIFIED
COLLECTIVE BARGAINING
AGREEMENT**

between the

Snohomish School District

and the

Snohomish Education Association

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ARTICLE 1.00
RECOGNITION AND DEFINITIONS

Section 1.01: Recognition

Snohomish School District No. 201 (hereinafter the "District") hereby recognizes the Snohomish Education Association (hereinafter the "Association") as the exclusive bargaining representative for all employees in extra-curricular positions in the District for which no OSPI or District certification is required.

In the event the parties cannot agree whether a newly created position belongs in the bargaining unit either party, at its option, may request the Public Employment Relations Commission to resolve the issue.

Section 1.02: Definitions

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

The term "Agreement" shall mean this entire contract.

The term "days" shall mean calendar days unless otherwise specifically defined in this Agreement.

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

ARTICLE 2.00
STATUS AND ADMINISTRATION OF AGREEMENT

Section 2.01: Relationship to Notices of Employment

Notices of employment shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement.

Section 2.02: Relationship to District Policies and Practices

The language of this Agreement shall supersede the language of any rules, regulations, policies or resolutions of the District which shall be contrary to or inconsistent with its terms.

Section 2.03: Conformity to Law

This Agreement shall be governed and construed according to the Constitution and laws of 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. The Association shall cooperate with the District in its defense against any suit brought by an outside party that arises out of District implementation of the express terms of this Agreement.

Section 2.04: Distribution of Agreement

As mutually agreed, the District or the Association will print, as soon as possible, but no longer than forty-five (45) days following the ratification and signing of the Agreement, copies of this Agreement in a number

mutually agreed upon. As soon as the Agreement is ready for copying as indicated above, the District will place a copy of the Agreement on its website.

The party not printing the Agreement will reimburse the other party for half of the printing expense. The parties agree to make every effort to agree on the style or format for the printing.

ARTICLE 3.00 MANAGEMENT RIGHTS

The District retains all prerogatives, functions, and rights not limited by the terms of the Agreement or by Washington statute.

ARTICLE 4.00 ASSOCIATION RIGHTS

Section 4.01: Dues and Representation Fee Deductions

A. Dues

1. On or before August 25th of each school year, the Association shall give written notice to the District of the dollar amount of dues of the Association (including the National Education Association and the Washington Education Association) to be deducted in the coming year under payroll deductions.
2. Dues deduction forms must be delivered to the Business Office within thirty (30) days from the start of school, or within thirty (30) days of an individual's beginning date of employment.
3. The deductions authorized by written authorization of the employee shall be made in equal amounts for each month the employee is to receive a pay warrant. The District agrees to remit directly to the Washington Education Association all monies so deducted, accompanied by a list of employees from whom the deduction has been made. A duplicate list shall be provided the Association as receipt for said transaction.
4. The District shall also allow authorized payroll deduction of dues for any political action committee connected with WEA, NEA, or the Association. Authorizations and revocations shall be made in accordance with the internal rules of any such committee(s) and in accordance with legal requirements governing such authorized payroll deduction.
5. A regular dues authorization shall continue in effect from year to year unless a request of revocation is submitted to the District and the Association, signed by the employee, and received between August 1 and August 31 preceding the designated school year for which revocation is to take effect.

B. Representation Fees

1. No employee will be required to join the Association; however, those employees who are not Association members will have deducted from their salaries a representation fee as determined by the Association. The District is authorized to deduct the required amount from each monthly pay warrant. The amount of the representation fee will be determined

by the Association and communicated to the Business Office in writing no later than August 25. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit. The representation fee shall not include dues required for membership in any WEA, NEA, or Association Political Action Committee.

2. In the event that the representation fee is regarded by an employee as a violation of their right to non-association, such bona fide objections must be submitted in writing to the Association President. The matter will be resolved according to the provisions of RCW 41.56. In the event that the representation fee is regarded by an employee as in excess of the costs to the Association for fulfilling its legal obligation to represent all members of the bargaining unit, the employee may appeal the issue in writing to the Association President. The matter will be resolved in accordance with the provisions of RCW 41.56. In the event that the representation fee is regarded by an employee as in excess of the costs to the Association for fulfilling its legal obligation to represent all members of the bargaining unit, the employee may appeal the issue in writing in accordance with the procedures provided by the Association or WEA.

C Error in Deduction

The Association agrees to reimburse any employee from whose pay dues or representation fees were deducted, those sums in excess of the total amount due the Association at that time, provided the Association or its affiliate actually received the excessive amount.

Section 4.02: Leave in Connection with Employee Organization

Upon request, the Board of Directors of Snohomish School District may grant to an employee a leave of absence with substitute pay deduction, for the purpose of said employee's attendance at meetings of a recognized employee organization and/or to attend negotiating sessions as a negotiator for the recognized employee organization. Such arrangements shall be consistent with the orderly continuity of the District's total educational program, and shall be subject to the approval of the Superintendent or his or her designee.

Section 4.03: Association Rights

A. Access

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that it does not interrupt normal school operations or assigned duties. The Association will provide the District with a current list of authorized Association representatives. Association representatives who are not assigned to a particular school shall report to the Principal's office prior to contacting members in said school.

B. Equipment and Facilities Use

The Association may use school office and library equipment normally available to teachers after school hours, provided that such equipment shall not be removed from school property. The building administrator's office will be notified prior to use of school equipment. The use shall be for internal Association business. Materials produced on school equipment shall be limited to internal Association communications. Expendable supplies, in connection with such equipment use, will be furnished or paid for by the Association.

School facilities may be used for Association meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations.

The Association will give prior notice for any such activity or property use. Pursuant to RCW 28A.320.510, the District has the right to require a reasonable rental for the use of School District facilities and equipment.

The Association shall be responsible for claims arising from accidents, theft, and loss or damage resulting from the use of facilities and equipment.

C. Membership Communication

Inter-school mail facilities may be used for distribution of Association communications so long as such communications are labeled as Association materials. Copies of such Association communications will routinely be delivered to building Principals and the Superintendent.

Association use of the District electronic information system shall be in strict conformance with District policies and procedures and applicable State and Federal Laws.

The Association may post notices of activities and matters of Association concern on designated teacher bulletin boards, one (1) of which shall be provided in each faculty lounge; provided, that such notices are labeled as Association materials.

The District shall provide, upon request of the Association President, the names, home addresses, email addresses, phone numbers, job title, and District building location of all current members of the extra-curricular bargaining unit represented by the Association.

D. Suspension of Rights

In the event of a strike, sit down, or slow down against the District the above granted rights and privileges shall be suspended for the duration of such activities.

**ARTICLE 5.00
MISCELLANEOUS WORKING CONDITIONS**

Section 5.01: Notices of Employment

Not later than August 10, each building Athletic Director (or building administrator at a Middle School) will notify Human Resource Services of those coaching positions to be offered for the subsequent school year. Upon receipt of such notice, Human Resource Services will notify affected employees of coaching assignments.

Section 5.02: Employee Protection

The Board will provide employees insurance to pay for loss or damage to personal property of school employees engaged in the maintenance of order and discipline and the protection of school personnel and students. In addition, the Board will continue employees as additional named insured on the District's liability and errors and omissions insurance programs. The scope of protection will not exceed the coverage purchased by the District and the property thereof, when that is deemed necessary by such employees.

In addition, the Board will continue employees as additional named insured on the District's liability and errors and omissions insurance programs. The scope of protection will not exceed the coverage purchased by the District, provided that should such coverage need to be decreased during the term of this Agreement, the District will first notify the Association so the matter can be discussed.

The District will reimburse the employee for replacement of major items of approved personal property damaged beyond repair, destroyed or stolen, during the course of his/her regular employment, provided that such loss is not the result of the employee's failure to take reasonable preventative measures, that any personal property is necessary for the carrying out of the District's educational objectives, that the Principal has approved in writing the employee's utilization of his/her personal property to this endeavor, and further subject to the District's ability to obtain insurance for the same and to the provisions and limitations of said insurance.

Reimbursements are subject to the following conditions:

- A. There must be filed with the District's business officer within twenty (20) days after damage or loss, a notice of loss and a claim for reimbursement, approved by the employee's immediate supervisor.
- B. Payment of claims* will be subject to the maximum reimbursement of \$500.00 and the deductible of \$100.00 per claim to be paid by the employee.

*Depreciation factors will be taken into consideration by the insurance company in settling any claims.

Whenever an employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, the employee will notify his/her supervisor. The employee shall be informed of his/her right to industrial insurance and workers' compensation as applicable.

If District selected head coaches, or in extraordinary circumstances their designees, are required to attend up to a half-day of training addressing safety and liability issues. This training will be scheduled prior to secondary coaching seasons. When such training is scheduled during the regular workday, coaches/advisors who are otherwise employees of the District will be provided release time. The District will determine which non-athletic advisors, if any, will be required to attend said training.

Section 5.03: Due Process

- A. No employee will be disciplined (defined as a written warning or written reprimand) without just cause. The grounds forming the basis for the discipline will be shared with the employee. Any employee may request that a copy of any written warning/reprimand be sent to the Association. Discipline shall be appropriate to the behavior which precipitates it.
- B. An employee shall be entitled upon request to have Association representation during any disciplinary proceedings. An employee shall have the right to have Association representation present during investigatory interviews that could reasonably lead to discipline. Said Association representation shall be limited to two (2) except that with prior notification to the District the Association may add an additional representative.
- C. Complaints against an employee not called to his/her attention cannot be used as a basis for, or as evidence in, any disciplinary action.

D. No disciplinary action more than three (3) years old shall be applied toward future disciplinary actions unless a similar offense was committed during the three (3) year period of time. If the same offense was not committed in said three (3) year period, any documents in the employee's personnel file related to the original disciplinary action shall be expunged and destroyed.

E. If the District has cause to believe that an employee(s) (or the District) has violated a rule(s), bylaw(s), policy(ies) or procedure(s) of a governance authority (WESCO, WIAA, NWIAA), the District shall notify the Association President and the affected employee(s) of said conclusion.

The findings will state what will be shared with the governing authority regarding the alleged violation(s), the rule(s), bylaw(s), policy(ies) or procedure(s) believed to have been violated and will state the actions the District has already taken to remediate or address the alleged violation(s).

F. The district shall review its conflict-of-interest policies and procedures with all new employees and coaches new to positions. This will be reviewed at a required pre-season coaches meeting.

Section 5.04: Posting Open Positions

New and vacant extra-curricular positions will be posted, or, as applicable, building staff will be given notice prior to filling.

Section 5.05: Determination of Positions to be Filled

The decision as to which of the positions referred to in this Section to be filled will be left up to the administration. The District and/or the appropriate building level administrator shall publish a list of extra-curricular positions to be funded for each school year. Said list shall be available no later than the last student day in September.

Section 5.06: Adding Positions to Schedule

New extra-curricular assignments shall be brought to the SEA-SSD Collaboration Team for determination of appropriate bargaining unit and appropriate salary.

Section 5.07 Head Coach Openings

Should there be a change in the position of head coach *90 days* or more prior to the start of the athletic season, all assistant coaches will be retained at the discretion of the *new* head coach. Assistant coaches retained by the *new* head coach will not be required to reapply.

Should there be a change in the position of head coach within *90 days* prior to the start of the athletic season, all assistant coaches will have the option to remain in their current positions for that season. At the conclusion of the season, the head coach has the option to release assistants not later than thirty (30) days following the end of the WIAA season or Middle School Season, whichever is applicable

Section 5.08: Head Coach Prerogative

Each head coach shall have the authority to determine the following aspects of the athletic program for which the head coach is responsible: team roster; participant playing time and position; procedures regarding lettering and awards; coaching staff; practice plans and schedules; and competition strategies. All decisions regarding said aspects of the athletic program shall be consistent with WIAA and league rules and regulations and District policy and procedures. If there are areas of authority not enumerated above, said head coach may bring such area(s) of concern to the Building Athletic Director. If the concern is not

resolved with the Building Athletic Director then the head coach may bring the area of concern to the Building Principal.

Section 5.09: Adding Assistant Coaching Positions

- 1) Head coaches for football, wrestling, track, swim and cross country (i.e., "non-cut" athletics) who believe an additional assistant(s) is needed must communicate the need and rationale in writing to the Building Athletic Director. Should the request be made after a season has started, posting requirements may be waived if a qualified individual is available and willing to fill a paid assistant position. Requests and responses must be in writing and the response shall be made no later than three (3) five (5) working days following the request, but not earlier than the fifth day of the season.
- 2) Head coaches who believe an additional assistant is needed may use non-district general fund dollars (i.e., ASB reserve account, booster club funds) to hire additional assistants using hiring procedures consistent with this Agreement and District policy and practice. This does not preclude a position from being funded through a combination of District and non-District funds.

Section 5.10 Reduction of Assistant Coaches

In the event an athletic program does not have the necessary number of students tryout to sponsor a district funded team, all coaches currently under contract will be maintained for the duration of that season. In the subsequent season, a conditional contract will be offered to coach(es) that would be impacted by continued low turnout and will state that the contract is contingent on sufficient participation to sponsor the team. Impacted coaches will be determined by the Head Coach and Building Athletic Director. If tryout numbers are not sufficient to sponsor a team, coaches issued the conditional contract will be paid for one week, at the rate of 1/13 their contracted pay, and not retained as a paid coach for the remainder of the season. After two consecutive seasons without the necessary numbers to offer the program, the district will discontinue offering contracts prior to the season, until participation is increased enough to sponsor the team.

This does not preclude the district from reduction in Assistant Coaches pursuant to Section 5.11: Determination of Positions to be Filled.

Section 5.11: Student Conduct and Employee Support

Student Standards and Consequence

- 1) A coach who develops a student conduct code setting standards/consequences more stringent than those in the School Board approved student conduct code for athletic activities must submit such student conduct code to the Building Athletic Director for approval. Said student conduct code must be submitted in writing at least ten (10) days prior to general distribution and shall be deemed approved as submitted unless a written response is received by the coach within five (5) days notifying the coach of areas of correction. Approved standards/consequences must be communicated with affected students and, if applicable, coaching staff.
- 2) An advisor for a performance activity who develops a student conduct code setting standards/consequences more stringent than those in the District approved student conduct code must submit such student conduct code to the advisor's Building Principal or Principal's designee for approval. Said student conduct code must be submitted in writing at least ten (10)

days prior to general distribution and shall be deemed approved as submitted unless a written response is received by the advisor within five (5) days notifying the advisor of areas of correction. Approved standards/ consequences must be communicated with affected students and, if applicable, advisory staff.

- 3) Employee Support - The District will support employees in the application of reasonable disciplinary measures to maintain and protect order and discipline and to protect the safety and well-being of students and employees, provided that, such actions are consistent with applicable state law, District policies and building procedures and approved team standards related to student discipline.

Section 5.12: Voluntary Positions

Extra-curricular positions are voluntary.

Section 5.13: Personnel Records

A permanent personnel file for each employee shall be maintained in the personnel office in accordance with the following:

Each file shall contain pertinent documents and data, including, but not limited to, the employment application, in-service credits, notice of employment, evaluation reports, disciplinary actions and correspondence.

Employees may inspect their file at reasonable times. Upon request by the employee, the District shall prepare an inventory sheet to verify the file contents at the time it is inspected by the employee. A copy of items from the personnel file will be available to the employee at no cost. Another person, at the employee's request and with his/her permission, may be present at the review of the employee's file.

A copy of all material to be entered into the personnel file shall first be provided to the employee. Upon the employee's request, derogatory material that has been in his/her personnel file for over three (3) years shall be removed and destroyed if no related or similar matters have occurred in that period of time. An employee shall have the right to attach his/her own response to any derogatory materials in his/her personnel file.

Principals or designee(s) may maintain an annual working file. The employee shall be able to inspect said working file and make copies of any of its contents. At the end of the year its contents will either be destroyed or transferred only to the permanent personnel file.

Section 5.14: Non-Discrimination

The District agrees to adhere to the obligations of law related to non-discrimination. Neither the District nor the Association will unlawfully discriminate on the basis of race, creed, color, national origin, gender, marital status, age, disability, sexual orientation/gender identity, or honorable discharged veteran or military status.

Section 5.15 Performance Concerns (Coaches)

- A. The supervising building administrator and head coach, as applicable, will notify in writing an employee of performance deficiencies of which he/she is aware, as soon as is practicable after becoming aware of the deficiencies.

- B. The employee shall be counseled on known performance deficiencies and provided an opportunity to correct said deficiencies prior to the completion of the season of the sport he/she is coaching, if possible.
- C. When it is not possible to do so during the season, performance deficiencies that become known after the season of the sport he/she is coaching will be communicated to the employee and the employee will be provided an opportunity to correct said deficiencies if possible and practicable to do so.
- D. An employee who will not continue in his/her extra-curricular position as determined by the District will receive written notice not later than thirty (30) days following the end of the WIAA season or Middle School Season, whichever is applicable.
- E. Nothing herein provides any guarantee of employment beyond the annual term established by the Notice of Employment, nor requires the District to provide cause for not offering an employee an extracurricular contract for the succeeding year.

Section 5.16: Regularly Scheduled Volunteers

- A. Head coaches may elect to be assisted by a volunteer(s). The District will require that such volunteers have a background check (including fingerprinting as deemed appropriate by the District), meet WIAA requirements, meet clock-hour requirements, and have CPR/First Aid Training.
- B. Volunteers who are not District employees are not authorized to drive District vehicles or transport students for any extra-curricular activities for which he/she volunteers.
- C. Head coaches are responsible for monitoring the performance of volunteers. Concerns regarding volunteer performance will be given to the District Athletic Director.

Section 5.17: Program Access to District Facilities

When coaches and advisors for athletic and non-athletic programs use school facilities for purposes related to their jobs, the program shall only incur costs when a technician or custodian is required or is requested by the coach/advisor. Use of house lights, microphones, and projector screens do not require a technician.

**ARTICLE 6.00
COMPENSATION**

Section 6.01: Extra-curricular Schedule

A. Salary Schedules

Stipends paid for supervision of extra-curricular activities are shown by Appendices A-1 and A-2. Appendix A-1 is the athletic schedule for the 2015-2016, 2016-2017 and 2017-2018 school year. Appendix A-2 is the non-athletic schedule for the 2015-2016, 2016-2017 and 2017-2018 school year.

B. Non-athletic Activities Additional Hours for Student Opportunities

Elementary School additional hours for non-athletic activities: 100 hours

Comprehensive Middle School additional hours for non-athletic activities: 400 hours

Comprehensive High School additional hours for non-athletic activities: 300 hours

These additional hours are available subject to the following:

- Hours will be allocated in blocks of time consistent with the Non-Athletic Extra Curricular Schedules (Appendix A-2), i.e., 20 hours, 35 hours, 50 hours, etc. Pay will be at the base hour rate for non-athletic activities.
- The award of a block of time for a non-athletic activity, including intramurals, is based on a written request submitted to the building activities coordinator. The request must describe the proposed activity, the estimated number of students to be served, and the amount of estimated time to deliver the activity.
- The allocation of blocks of time for an activity will be made by the building activities coordinator and the building principal.
- An approved activity will be for the current school year only; provided the activity advisor may apply for a subsequent year.

C. General Provisions

1. Experience credit shall be granted in accordance with the schedules based on the following:
 - a. For coaching positions: Experience in the same sports shall be recognized for secondary school or higher-level coaching experience;
 - b. For non-coaching positions: Experience shall be recognized for advising a similar activity in the K-12 school setting.
2. The following provisions relate to the maximum hours and hourly rates shown on the schedules:
 - a. The total stipend shall be guaranteed regardless of the hours worked so long as the basic responsibilities of the position are fulfilled.
 - b. The hours shown on the schedule are to be considered maximum hours for the position.
 - c. Employees who hold only classified positions with the District, including an extra-curricular position, may be eligible for overtime under the Fair Labor Standards Act and any applicable collective bargaining agreement. (As of the date of this agreement, it is understood that employees holding regular certificated positions with the District are not eligible for overtime under said act.)
 - d. Employees potentially eligible for overtime may not work additional hours beyond the maximum shown without approval of the appropriate supervisor. Employees eligible for overtime pay beyond the total stipend shown by the schedule shall not be paid such overtime unless appropriate time records have been maintained as required by District procedures.

- e. If an employee becomes eligible for overtime, hours worked in their extra-curricular position that are covered by overtime shall be paid at 1.5 times their hourly rate based on their placement on the appropriate schedule.
3. For athletic assignments and for cheer related to football and basketball cheer, compensation for extended seasons due to playoffs shall be determined on the basis of 1/13th of the stipend for each week of the extended season. The maximum hours shown on the schedule shall be increased by an additional 1/12th for each such week. An extended season playoff event will be any approved event that occurs after the competitive event (tournament) in which all student-athletes participate for the purpose of determining which athletes will earn the right to advance through competitive elimination to compete in playoff events.

At the beginning of each school year, the District and the Association will mutually agree on a calendar for extended season.

4. One (1) extra-curricular position shall not be split between two (2) or more individuals without their consent.
5. Extra-curricular activities are those which are performed in addition to the basic program and require additional time of staff. Activities on the extra-curricular schedule which are performed during the course of the regular teachers' workday will not be eligible for funding unless they require additional time commensurate with extra-curricular activities conducted outside the workday.

Section 6.02: Payment

- A. Non-certificated employees may elect to be paid in equal monthly installments over the period of their extra-curricular assignment(s), or in a lump sum at the conclusion of their extra-curricular assignment(s), or in equal monthly installments from the beginning of the season through the following August. Effective 2016-2017, non-certificated employees will be paid in equal installments over the period of their extra-curricular assignment(s).
- B. Certificated employees may elect any of the options above or may elect to be paid in twelve, equal monthly installments (September through the following August) or in equal installments over the period of such employee's certificated contract.
- C. Casual employees will be paid in equal installments over the period of their extra-curricular assignment(s).
- D. In the event of an error or under or overpayment the District and the employee will work out a reasonable time for repayment.
- D. Employees leaving the employment of the District will be paid the balance owed on their contract on the pay period which immediately follows the payroll cut-off date which occurs after the termination date.

Section 6.03: Professional Growth

- A. Professional Dues: The District will pay the annual dues to maintain membership of all coaches in the Washington State Coaches Association.

B. Professional Growth Reimbursement: Each coach covered by this Agreement shall be eligible to receive up to a \$165.00 reimbursement for costs connected with any of the following:

1. In-service costs related to coaching;
2. Attendance at coaching clinics;
3. Purchase of resource materials; and
4. Up to six (6) hours for 7th and 8th grade coaches to attend (as an active observer and participant) the high school level sport's practices or events. The hourly rate would be equal to one-sixth of the reimbursement allowance referred to in B, above.

In lieu of the reimbursement amounts specified above, when a substitute is used, e.g. for a coach to attend a clinic, the full costs of the substitute shall be paid by the District even if it exceeds the \$165.00.

C. All unused Professional Growth funds shall be redirected as follows:

- 1) 2018-19 funds will be distributed as follows: Evenly distributed to each comprehensive high schools ASB, with funds deposited evenly between ASB General and General Athletics accounts at each school.
- 2) Subsequent year funds will be evenly allocated to each comprehensive High School and made available for professional growth opportunities for coaches. Middle school coaches will be tied to the feeder high school for the purposes of access to these funds. Athletic directors will work with a group of coaches' representatives to determine professional development offerings which may include the provision for coaches to apply for funds for their program development.

D. All high school coaches and head middle school coaches shall attend a preseason meeting arranged by the building Athletic Director to review building, district, league and state policies and procedures. Pre-season meeting shall coincide with the scheduled start of the coach's respective season.

E. Required trainings for coaches (WIAA rules tests, Concussion training, Sudden Cardiac Arrest training, Safe Schools training, etc.) shall be completed by all coaches prior to the deadlines established by the WIAA and District. Required trainings and deadlines shall be clearly communicated, in writing, to coaches.

Section 6.04: Travel

A. When authorized or required by their supervisor, employees utilizing their private automobile to travel on business related to their extra-curricular position shall be compensated at the District approved mileage rate.

B. Head coaches and any of the head coaches' assistants (which may include, with the Head Coaches' approval, 9th grade head coaches for the sport involved) shall be allowed to travel with that team when such team is competing in an event that occurs after the WIAA-defined regular season for the sport has ended. In the case of individual athletic competition, e.g., track, golf, tennis and water sports, the team's head coach and at least one assistant shall be considered eligible for travel. The team's head coach and the Athletic Director will determine any additional assistant coaches'

eligibility for travel. If the head coach and Athletic Director cannot agree, the issue of eligibility will be decided by the Athletic Director's supervisor.

- C. Gender Specific Chaperones: The building Athletic Director will support coaches in securing and funding gender specific chaperones for overnight athletic and programmatically mandatory events.
- D. An unplanned travel expenditure resulting from the cancellation of a scheduled District bus may be referred to the Athletic Director or building Principal for resolution. The decision of the Athletic Director or building Principal may be appealed to the Assistant Superintendent.
- E. Overnight Travel: Coaches and Advisors will follow district policy and timelines when requesting overnight trips. Required paperwork will be accessible online. Overnight trips within 350 miles are approved at the building level. Overnight trips beyond 350 miles and overnight trips to Canada require school board approval, which will require additional lead time.

ARTICLE 7.00 GRIEVANCE PROCEDURE

Section 7.01: Purpose

The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances shall be scheduled at mutually agreeable times.

Section 7.02: Definitions

- A. A "**grievant**" shall mean an employee or the Association filing a grievance.
- B. A "**grievance**" shall mean a claim by a grievant that a dispute or disagreement exists involving the violation, interpretation, or application of the terms of this/her Agreement.
- C. "**Days**" shall mean Monday through Friday and exclude weekends, holidays, and the winter and spring breaks.

Section 7.03: Timelines

- A. Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this/her procedure may be extended only by mutual agreement.
- B. If the stipulated time limits are not met by the District at one (1) level, the grievant shall have the right to appeal the grievance to the next level of the procedure.
- C. Failure by the grievant (employee or Association) to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

Section 7.04: Rights to Representation

- A. A grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by Association representation selected by the Association. Said Association representation shall be limited to two (2) except that with prior notification to the District the

Association may add an additional representative. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure, and to receive the same written responses provided to the grievant.

- B. If, in the judgment of the Association, a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step 2. The Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so.
- C. Class grievances involving more than one (1) supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.
- D. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step 2.

Section 7.05: Procedure

A. Step 1 --- Immediate Supervisor

If the grievance is not resolved informally, then within twenty (20) days that the act or condition which is the basis of the complaint is discovered or reasonably should have been discovered, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance (Appendix B). The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based (Appendix C).

B. Step 2 --- Superintendent

If the grievance is not settled at Step 1, then the grievant may within five (5) days after the decision by the immediate supervisor or fifteen (15) days after the initial presentation of the grievance, whichever is sooner, refer the grievance to the Superintendent or his/her official designee. The Superintendent shall arrange for a hearing with the grievant and/or the Association to take place within five (5) days of his/her receipt of the appeal. The parties of interest shall have the right to include in the hearing such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five (5) days to provide his/her written decision, together with the reasons for the decision to the Association and grievant(s) (Appendix D).

C. Step 3 --- Arbitration

If no settlement is reached at Step 2, the Association may request that the matter be submitted to an arbiter as hereinafter provided:

1. Written notice (Appendix E) of a request for arbitration shall be made to the Superintendent within fifteen (15) days of receipt of the Step 2 decision or within twenty-five (25) days after receipt of the grievance by the Superintendent, whichever is sooner.
2. The arbitrator shall be selected by the American Arbitration Association in accord with its Voluntary Labor Arbitration Rules which shall likewise govern the arbitration proceeding except a request for a list of fifteen (15) potential arbitrators will be made, and provided

further the Association shall have the option of having the arbitrator selected through the Federal Mediation and Conciliation Service (FMCS). If the latter is chosen the request to FMCS will include a request for a list of at least fifteen (15) arbitrators. From the list, whether from AAA or FMCS, each party will separately strike unacceptable arbitrators and rank the remaining in order of preference. The highest-ranking common arbitrator remaining on the list shall be selected. If there is no common arbitrator after the striking and ranking process, an additional list will be requested from the applicable agency.

3. The arbitrator shall be without power or authority to add to, subtract from, or alter from any of the terms of this Agreement. The arbitrator shall have no power or authority to rule on the termination of services or failure to reemploy any employee to a position on a supplemental contract, nor on any matter involving discrimination. The decision of the arbitrator, when provided in accordance with the foregoing, shall be final and binding upon both parties.
4. The cost for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association; all other costs will be borne by the party incurring them.
5. By mutual agreement, the Association and the District may agree to utilize grievance mediation pending an arbitration hearing. Also, by mutual agreement, the Association and District may agree to utilize the rules for expedited arbitration of the American Arbitration Association.

D. No Reprisals

No reprisals of any kind will be taken by the Board or the administration against any employee because of his/her participation in any grievance.

E. Release Time

Should the investigation or processing of any grievance require that an employee(s) or an Association representative(s) be released from his/her regular assignment, upon request of the Association, he/she shall be released without loss of pay or benefits

F. Grievance Forms

Forms for filing and processing grievances shall be provided by the District and available in each building in the District.

G. Continuity of Grievance

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be continued through the grievance procedure until resolution.

H. Personnel Files

Grievances and records dealing with the grievance shall be filed separately from the personnel files of the participants.

ARTICLE 8.00
NO STRIKE --- NO LOCKOUT

During the life of this Agreement, the Association will not cause or permit its members to cause or take part in any strike, work stoppage or slowdown, or any curtailment of, or interference with, the activities and operations of the District.

The parties recognize that during the period of this Agreement, there shall not be authorized, allowed or recognized any lockout of the employees by the Board or the District's management personnel.

Athletic Extra Curricular Schedule 2022-2023

Exp.	Position	Hrly Rate	Group A	Group B	Group C	Group D
			340 hours	320 hours	260 hours	140 hours
0-4	HEAD	\$23.13	7,865	7,403	6,015	3,239
	ASST	\$16.19	5,506	5,182	4,210	2,267
5-9	HEAD	\$24.52	8,337	7,847	6,376	3,433
	ASST	\$17.17	5,836	5,493	4,463	2,403
10-14	HEAD	\$25.99	8,838	8,318	6,758	3,639
	ASST	\$18.20	6,186	5,822	4,731	2,547
15+	HEAD	\$27.55	9,368	8,817	7,164	3,857
	ASST	\$19.29	6,557	6,172	5,015	2,700
			FOOTBALL WRESTLING	BASKETBALL TRACK	TENNIS CROSS COUNTRY SWIMMING SOCCER GOLF VOLLEYBALL BASEBALL BADMINTON FASTPITCH	MS SPORTS

Head coach hourly rate increases by 6% each longevity step

Assistant coach hourly rate is 70% of head coach rate in each longevity step

Non-Athletic Extra Curricular Schedule 2022-2023

Group	M	L	K	K	J	I	H	G	F	E	D	C	B	A
Hours	215	200	185	170	155	140	125	110	95	80	65	50	35	20
\$21.96	\$4,721	\$4,392	\$4,063	\$3,733	\$3,404	\$3,074	\$2,745	\$2,416	\$2,086	\$1,757	\$1,427	\$1,098	\$769	\$439
	Drama (HS) Robotics (combined schools) (HS)	Debate (HS)	Robotics (single school) (HS)	Annual (MS)			Cheer* Dance Junior Class		ASB (MS) Assessment Coordinator (HS) Freshman Class Advisor Grizzly Cubs (HS) Link Crew**** Panther Pals (HS) Safety Patrol Science Olympiad Sophomore Class Wt Room**		Night of the Arts Assessment Coordinator (Elem) Unified Activity (HS)	Grizzly Cubs (elem) Panther Pals (elem) Honor Society (MS) WEB*****	FPS (State)	Test Coord (elem)***

* Cheer: 3 seasons (fall, winter, spring)

Digital Learning Leader stipend is flat rate of \$2,250

** Weight Room: 4 seasons (fall, winter, spring, summer)

*** Test Coordinator Elementary: One (1) position per 400 students, two (2) positions for 400 and more elementary students tested

****Link Crew: 2 positions per high school per the current practice

*****WEB: 2 positions per middle school

Athletic Extra Curricular Schedule 2023-2024

Exp.	Position	Hrly Rate	Group A	Group B	Group C	Group D
			340 hours	320 hours	260 hours	140 hours
0-4	HEAD	\$23.59	8,021	7,549	6,134	3,303
	ASST	\$16.51	5,614	5,284	4,293	2,312
5-9	HEAD	\$25.01	8,504	8,004	6,503	3,502
	ASST	\$17.51	5,954	5,604	4,553	2,452
10-14	HEAD	\$26.51	9,014	8,484	6,893	3,712
	ASST	\$18.56	6,311	5,940	4,826	2,599
15+	HEAD	\$28.10	9,554	8,992	7,306	3,934
	ASST	\$19.67	6,688	6,295	5,115	2,754
			FOOTBALL WRESTLING	BASKETBALL TRACK	TENNIS CROSS COUNTRY SWIMMING SOCCER GOLF VOLLEYBALL BASEBALL BADMINTON FASTPITCH	MS SPORTS

Head coach hourly rate increases by 6% each longevity step
 Assistant coach hourly rate is 70% of head coach rate in each longevity step

Non-Athletic Extra Curricular Schedule 2023-2024

Group	M	L	K	K	J	I	H	G	F	E	D	C	B	A
Hours	215	200	185	170	155	140	125	110	95	80	65	50	35	20
\$22.40	\$4,816	\$4,480	\$4,144	\$3,808	\$3,472	\$3,136	\$2,800	\$2,464	\$2,128	\$1,792	\$1,456	\$1,120	\$784	\$448
	Drama (HS) Robotics (combined schools) (HS)	Debate (HS)	Robotics (single school) (HS)	Annual (MS)			Cheer* Dance Junior Class		ASB (MS) Assessment Coordinator (HS) Freshman Class Advisor Grizzly Cubs (HS) Link Crew**** Panther Pals (HS) Safety Patrol Science Olympiad Sophomore Class Wt Room**	Assessment Coordinator (MS)	Night of the Arts Assessment Coordinator (Elem) Unified Activity (HS)	Grizzly Cubs (elem) Panther Pals (elem) Honor Society (MS) WEB*****	FPS (State)	Test Coord (elem)***

* Cheer: 3 seasons (fall, winter, spring)

Digital Learning Leader stipend is flat rate of \$2,250

** Weight Room: 4 seasons (fall, winter, spring, summer)

*** Test Coordinator Elementary: One (1) position per 400 students, two (2) positions for 400 and more elementary students tested

****Link Crew: 2 positions per high school per the current practice

*****WEB: 2 positions per middle school

COMPLAINT BY THE AGGRIEVED

Type or Print:

Aggrieved Person: _____ **Date of Presentation** _____

Home Address of Aggrieved Person: _____

Telephone: _____

School: _____ **Immediate Supervisor:** _____

Years in School System: _____ **Subject Area or Grade:** _____

Association Representative: _____

STATEMENT OF GRIEVANCE:

SPECIFIC ARTICLE & SECTION OF AGREEMENT ALLEGEDLY VIOLATED:

RELIEF SOUGHT:

Signature of Aggrieved

DISTRIBUTION OF FORM:

- Immediate Supervisor
- Association
- Grievant

DECISION OF IMMEDIATE SUPERVISOR

Aggrieved Person: _____ **Date of Meeting:** _____

School: _____ **School Principal/Immediate Supervisor:** _____

DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR AND REASONS THEREFORE:

Date of Decision: _____

Signature of Immediate Supervisor

AGGRIEVED PERSON'S RESPONSE:

_____ **I accept the above decision.**

_____ **I hereby refer the above decision to the Superintendent for decision.**

Date of Response: _____

Signature of Aggrieved

DISTRIBUTION OF FORM:

- Association
- Grievant
- Superintendent

DECISION BY SUPERINTENDENT

Aggrieved Person: _____ **Date of Oral Presentation:** _____

Date of Appeal Received by Superintendent: _____

Date of Hearing Held by Superintendent: _____

DECISION OF SUPERINTENDENT AND REASONS THEREFORE:

Date of Decision: _____
_____ **Signature of Superintendent**

AGGRIEVED PERSON'S RESPONSE:

_____ **I accept the above decision by the Superintendent.**

_____ **I hereby submit this grievance to arbitration.**

Date of Response: _____

Signature of Aggrieved

DISTRIBUTION OF FORM:

- Association
- Superintendent
- Grievant

DETERMINATION REGARDING ARBITRATION

Aggrieved Person: _____ **Date of Presentation:** _____

Association President: _____

Date Request Received for Arbitration: _____

DETERMINATION OF ASSOCIATION:

- THE ASSOCIATION, THROUGH ITS DESIGNATED BODIES, HAS DETERMINED NOT TO SUBMIT THIS GRIEVANCE TO ARBITRATION.**

- THE ASSOCIATION, THROUGH ITS DESIGNATED BODIES, HAS DETERMINED TO SUBMIT THIS GRIEVANCE TO ARBITRATION.**

Date of Determination: _____

Signature of Association President