

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**Wenatchee School District No. 246**

AND

**Co-Curricular Employees Association**

September 1, 2020 through August 31, 2022

# CO-CURRICULAR EMPLOYEES ASSOCIATION AGREEMENT

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## PREAMBLE

This Agreement is by and between the Wenatchee School District and the Wenatchee Co-Curricular Employees Association. It has been negotiated pursuant to RCW 41.56.

### ARTICLE I. ADMINISTRATION

#### Section 1.A. Definition of Terms

1. The term “**Activity**” shall mean the activities as listed in the Co-Curricular Contract.
2. The term "**Agreement**" shall mean this collective bargaining agreement.
3. The term “**AR**” shall mean Association Representative.
4. The term "**Association**" shall mean the Wenatchee Co-Curricular Employees Association, which is affiliated with the Wenatchee Education Association, the Washington Education Association, the National Education Association and North Central Washington UniServ Council.
5. The term "**Board**" shall mean the Board of Directors of the District.
6. The term “**Club**” shall mean Clubs that are curriculum/program-related and have been approved as part of the associated student body program.
7. The term "**Days**" shall mean employee employment days unless otherwise stated.
8. The term "**District**" shall mean the Wenatchee School District No. 246, Wenatchee, Chelan County, Washington.
9. The term "**Employee**" shall mean any member of the bargaining unit as set out in this Agreement.
10. A "**Grievant**" shall mean an employee or a group of employees or the Association filing a grievance.
11. A "**Grievance**" shall mean a claim by a grievant that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
12. The term “**NCESD**” shall mean North Central Educational Service District.
13. The term “**OSPI**” shall mean the Office of the Superintendent of Public Instruction
14. The term "**Parties**" shall mean the District and the Wenatchee Education Association.
15. The term “**PERC**” shall mean the Washington State Public Employee Relations Commission.
16. The term "**President**" shall mean the President of the Wenatchee Education Association or

his/her designee.

17. The term "**RCW**" shall mean the Revised Code of Washington.
18. The term "**Superintendent**" shall mean the chief administrative officer of the District or his/her designee.
19. The term "**Supplemental Contract**" shall mean that contract issued and signed for co-curricular, special and supplemental assignments and shall be in accordance with current statutory provisions.
20. The term "**Vacancy**" shall mean a position that has been permanently vacated (i.e.: resignation, termination) or newly created.
21. The term "**WAC**" shall mean the Washington Administrative Code.
22. The term "**WIAA**" shall mean Washington Interscholastic Athletics Association.

### **Section 1.B. Recognition**

The District recognizes the Association as the exclusive bargaining agent for all co-curricular employees of the District whose job description does not require certification.

The District recognizes the Wenatchee Education Association as the exclusive bargaining agent for all employees and shall not recognize or bargain with any other employee organization seeking or claiming to represent employees unless such organization has been certified by the PERC as the exclusive bargaining agent for employees.

### **Section 1.C. Status of Agreement**

1. **Sole Agreement:** This shall be the sole Agreement between the parties regarding wages, hours, and terms and conditions of employment. It shall supersede any rules, regulations, policies, resolutions or practices of the District, which shall be contrary to or inconsistent with its terms.
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 the Agreement to any employee or groups of employees shall be found contrary to law by a court or administrative agency of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law. All other provisions or applications of the Agreement shall continue in full force and effect.

If any provision of this Agreement is held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

### **Section 1.D. Co-Curricular Supplemental Assignment Compliance**

1. **Compliance:** All co-curricular supplemental assignments are for one (1) year and shall be subject to and consistent with law pursuant to RCW 28A.405.240 and shall be consistent with this Agreement. If any co-curricular supplemental assignment is inconsistent with this Agreement, this Agreement shall control.

"In the event the Legislature shall appropriate funds for the express purpose of adjusting the employee's salary during the term of this agreement, the salary which is otherwise provided for in the individual employee supplemental assignment shall be adjusted subject to the receipt of such funds by the District and in compliance with the distribution guidelines as may be adopted by the OSPI and/or the District."

2. **Activity Additions or Modifications:** In the event the District determines to add or modify any co-curricular activity covered by this Agreement, it shall notify the Association. The Negotiations Team shall meet promptly to determine stipends and other terms and conditions for the new or modified activity.
3. **Not a Condition of Employment:** Neither a determination by the District to offer, or not to offer co-curricular supplemental assignment employment to an employee, nor an agreement by an employee to accept, or not to accept co-curricular supplemental assignment employment shall be made a condition of continuous or future employment with the District within the certificated or

classified collective bargaining agreements.

4. **Co-Curricular Supplemental Assignment Termination:** The District or the employee may originate termination. Written notification of termination of supplemental assignments by either party shall be within thirty (30) days after the season ends, at least (30) days before the season starts, within thirty (30) days after a head coach resigns or the end of the school year. Employee notification shall be to the Human Resources Department. When a head coach resigns or is terminated, the supplemental assignment for the assistant coaches is also terminated.

For the purpose of notification the end of the season for elementary and middle school shall be the day of the last contest and for the high school the day of the awards ceremony.

### **Section 1.E. Distribution of Agreement**

Following ratification of this Agreement and approval by the Board, the bargaining teams shall prepare a camera-ready copy of the Agreement for mutual review and editing. After editing, the District shall print the Agreement. The Association will distribute copies of the Agreement to the employees. The District will distribute copies to newly hired employees. The costs of preparing, typing and printing the Agreement shall be shared equally between the Parties. The contract will also be available on the District website.

## **ARTICLE II. BUSINESS**

### **Section 2.A. Dues Deduction**

The District shall deduct from the wages of each employee \$20.00 annually for dues required for representation in the Association. An authorization form must be completed and submitted by the employee in order for dues to be deducted by the employer. The District shall forward the sum deducted as directed by the Association once each month and in accordance with the District disbursement procedures. The following employees are exempt from paying dues:

- a. Certificated dues paying WenEA members
- b. Certificated WenEA agency fee payers

### **Section 2.B Age Requirement**

All paid coaches and activity advisors must be at least 21 years of age.

### **Section 2.C. Management Rights**

1. The management of the business of the District and the direction and assignment of all employees are the right and responsibility of the Board, except as otherwise provided in this Agreement.
2. In the exercise of its rights of management, the District, through its Board, shall have the right to amend existing policies, rules and regulations and to adopt new policies, rules and regulations necessary for the proper conduct of the business of the District, provided that the same are not in conflict with express provisions of this Agreement related to wages, hours, terms and conditions of employment and employee benefits.

## **Section 2.D. Association Rights**

1. **Use of School Buildings:** The Association may use the District buildings for the purpose of meetings and transacting Association business in accordance with established Board policy provided that such meetings and business shall not interfere with District educational programs. The Association shall reimburse the District for any extra costs resulting from such Association use of a District building. All such meetings shall be held outside the regular teacher workday, except with administration approval.
2. **Use of District Bulletin Boards:** The Association shall have the right to post notices on District bulletin boards to be provided by the District in each lounge, lunchroom and other locations in each building in which employees are assigned.
3. **Use of District Mail System:** The Association shall have the right to reasonable use of the intra-District mail service, e-mail and WenEA member employee mail boxes for communication with its members. An Association representative shall have the responsibility for sorting and placing the mail in boxes. The Association access shall be exclusive. No other association, group or organization or representative thereof, whether union or not, shall have the right to use the intra-District mail service and WenEA employee mailboxes for any other purpose.
4. **School District Budget and Financial Reporting:** The District shall make available to the Association information concerning the District, which is public.
5. **New Employees:** The District shall notify the President of the name, address and assignment of any new hire into the bargaining unit at the earliest possible date.

## **ARTICLE III. EMPLOYEE RIGHTS**

### **Section 3.A. Non-Discrimination Clause**

The Parties agree that the provisions of this Agreement shall be applied without regard to sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups membership or non-membership in the Association, except as required in accordance with this Agreement, or as otherwise provided by law.

### **Section 3.B. Posting**

All vacancies occurring during the work year shall be reported to the Association and posted in each building for a minimum five (5) days. All positions for the following work year shall be reported to the Association and posted in each building by May 15 of the current work year. Thereafter, the job-posting(s) shall be updated, as new vacancies become available, with the new listing(s) being sent to the Association President and posted by the District office.

### **Section 3.C. Employee Protection**

1. **District Insurance:** The District shall provide such insurance for the protection of employees as is required by RCW 48.62. Such insurance shall be as follows:
  - a. **Summary of Benefits:** Such insurance shall provide employees with insurance protection while engaged in the maintenance of order and discipline and the protection of school personnel, students and property. Such insurance must include as a minimum, liability insurance covering injury to persons and property, and insurance protecting the employee from loss or damage of personal property while so engaged.
  - b. **Property Loss:** The District shall insure employees against damage to or loss of their personal property necessarily used by the employee in the course of his/her employment, provided that such coverage shall be subject to a \$25.00 deductible and a \$750 maximum for each loss. To be eligible for coverage and reimbursement, the employee must have registered the property with the building principal or immediate supervisor.

The District shall notify the President of any changes in insurance coverage.

2. **Threats:** Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify his/her immediate supervisor and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the District in cooperation with the employee to provide for the employee's safety. Steps may include notifying law enforcement, providing legal counsel and/or other earnest efforts. Precautionary measures for the employee's safety shall be reported to the employee and the President by the immediate supervisor at the earliest possible time.
3. **On-The Job Injury:** The District agrees to abide by all State and Federal laws pertaining to on-the-job injuries.

### **Section 3.D. Due Process & Just Cause**

1. **Just Cause:** No employee shall be disciplined without cause. The District agrees to follow a policy of disciplinary action, which is appropriate to the behavior which precipitates said action.
2. **Written Grounds:** The specific grounds forming the basis for disciplinary actions shall be made available to the employee and the Association in writing at the time disciplinary action is taken.
3. **Hearings:** Employees shall have the right to a fair hearing(s) and confrontation of witnesses at said hearing(s).
4. **Association Representation:** Employees shall be entitled to Association representation at any hearing, meeting or conference involving the employee regarding disciplinary actions or the investigation thereof at which the employee is present. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. In the event a disciplinary action is to be taken, the employee shall be advised of the right to representation in writing under this provision prior to the action being taken. There shall be no undue delays in this process.

5. **Privacy and Confidentiality:** Any criticism of an employee by any agent of the District and all disciplinary actions shall be made in private and in confidence and never in the presence of students, parents, other employees, or at public gatherings.
6. **Complaints Against Employees:** Any formal complaint against any employee that may lead to disciplinary action shall be promptly called to the attention of the employee. Prior to any disciplinary proceeding or action the employee shall have the right to confer with the appropriate administrative officer and present his/her position. No complaint against an employee may be used in a disciplinary action against that employee unless the complaint was discussed with the employee in a timely fashion.

### **Section 3.E. Harassment/Bullying**

The District shall investigate and take appropriate disciplinary action when an employee complains that he/she has been harassed, bullied or threatened by staff, students or parents. Following District investigation, the District shall give the employee a written report of findings relating to the accusation and of action taken.

## **ARTICLE IV. FISCAL MATTERS**

### **Section 4.A. Supplemental Salary**

1. **Schedule:** Employees shall be paid in accordance with their placement on the schedule that is attached to and made a part of this Agreement as Exhibit A and Exhibit B. Said salaries shall be computed by multiplying the index factor times the established co-curricular base. For the 18-29 school year, the base will increase by 3.1%. For the 19-20 school year the base will increase by 2% or the IPD, whichever is greater.
2. **Placement:**
  - a. Any coach/advisor moving from Assistant to Head Coach/Advisor shall start at the lowest step of the new classification at which no loss of salary results.

Example for moving within the same salary category: If you are an Assistant Coach for basketball at step 12, and then you are hired as the Head Basketball coach you will start at step 1 of the Head coach, or the lowest step that does not result in a loss of pay. You would not automatically start at step 12.

Example for moving from HS to MS (7-8 grade only): If you are a coach at the HS and move to coach at the MS, you would maintain your experience, however, the MS rate is lower and will result in a pay reduction.

- b. Present coaching/advisor staff shall be placed on the supplementary salary schedule according to their experience when coaching/advising the same sport/activity. At no time will a coach/advisor earn more than one year of experience in one calendar year.
- c. A coach/advisor new to the District with no coaching/advising experience at the level and in the sport/activity to which he/she is assigned shall be placed at Step 1 of the supplementary

salary schedule.

1. A coach or advisor new to the District with prior documented coaching/advisor experience at the level or higher and in the sport/activity to which he/she is assigned shall be given credit for said experience and placed on that step of the schedule according to his/her coaching/advisor experience. Documentation must be provided by the employee to receive credit for prior experience. Experience as Head Coach will count toward experience steps as an Assistant Coach.
- d. Coaches reassigned within the District shall be given credit for their experience only if the new assignment is at the same level or lower (middle or senior high) and in the same sport.
- e. Any coach or advisor that believes their placement is incorrect should contact the HR Department.

#### **Section 4.B. Dividing Stipend Paid Positions**

When activity or coaching pay position is voluntarily divided between two (or more) persons, each individual situation is defined separately, and each person is given their appropriate experience level, i.e., two people divide a coaching position, one has 2 years experience, the other has 5 years. The first person would receive 50% of step 2, and the latter would get 50% of step 5.

Benefits provided to coaches who divide a stipend position shall be at the percentage of contract, i.e. post-season pay and in-service expenses. All parties must agree to split the contract without coercion.

#### **Section 4.C. Overtime**

The Parties agree that there is no obligation to contract with any current District employees, which would result in the payment of overtime.

#### **Section 4.D. Salary and Salary Payments**

Salaries shall be set out in the schedule that is attached to and made a part of this Agreement as Exhibit B and Exhibit C. Employees will be paid during the length of the season or activity. Payment cannot start before the beginning of the season or activity. Other options for payment include equal payments from the start of the season through August 31, or one payment at the end of the season. Payroll must be contacted annually should the employee choose one of the latter two payment options.

In the event of a mistake in payment resulting in underpayment of salary, corrections shall be submitted and verified on or before the 10th of the next month in order to be on the following month's payroll. When an overpayment in salary is made, the District and the employee involved shall mutually determine the manner of repayment.

Coaches will not be eligible for paid stipends until all required training is complete and paperwork is submitted. Coaches may not work with students until they are cleared as a volunteer or have fingerprints on file. They may begin working with students prior to completing paperwork and training in an unpaid volunteer capacity only. Stipends will be prorated from date of coaching eligibility to the end of the season.

Coaches hired immediately prior to the start of the season or after the season begins must be cleared for volunteering and have an approved plan for completing required training with the Athletic Director. With approval, coaches shall receive the entire coaching stipend if they complete their plan as agreed. Coaches who do not complete required training will not be retained to coach in the district.

The intent of this language is to ensure coaches complete their coaching requirements with expediency and to allow coaches hired late in the process to receive the entirety of their stipends even when paperwork processing may be completed beyond a normal deadline.

**Section 4.E Stipends for WHS Club Advisors**

The maximum number of stipends available for club advisors shall be sixteen (16) per school year. A current list of stipend positions is available through the Human Resource Department. The process for determining stipend eligibility is outlined in School Board Policy/Procedure 2150/2150P.

**Section 4.F. Extended Season Stipend**

Employees on athletic and activity stipends required to provide interscholastic services beyond their regular season shall receive an additional stipend amount of 8.0% times their regular stipend amount for each week beyond their regular season, up to four weeks of extended season pay.

**Section 4.G. Athletics**

Extended season is defined as play beyond the last scheduled league or non-league contest. In sports where the district and regional play is open to all teams regardless of position of finish in standings, these contests shall be considered part of the regular season. The head coach will determine the assistant coaches that receive post-season pay.

The following maximum number of coaches for each varsity team may qualify for post-season compensation.

Baseball	head coach and 2 assistant coaches
Basketball	head coach and 2 assistant coaches
Bowling	head coach and 1 assistant coach for the team 1 coach for individual qualifiers
Cross Country	1 coach for an individual qualifier or team 2 coaches for more than one qualifier or a team
Diving	1 coach
Fast Pitch	head coach and 2 assistant coaches
Football	head coach and up to 5 assistant coaches
Golf	1 coach per team

Soccer	head coach and 2 assistant coaches
Swimming	head coach and qualifier's event coach
Tennis	head coach per one singles or one doubles team 2 coaches for more than one qualifier
Track	head coach and qualifier's event coach
Volleyball	head coach and 2 assistant coaches
Wrestling	head coach and qualifier's event coach for an individual qualifier 1 coach per qualifier up to 4 coaches for multiple qualifiers

#### **Section 4.H. Activities**

For the Debate Team and Knowledge Bowl Team, extended season is defined as a contest or competition which students or the program qualify for beyond the established activities of that program as defined/outlined by WIAA or NCESD respectively.

#### **Section 4.I. Requests for Additional Resources**

When student participation exceeds coaching/supervision capabilities in a sport, consideration shall be given to hiring additional personnel. Requests for additional personnel must be made in writing to the building administrator or Athletic Director on the additional resources form. Requests for non-personnel resources may also be made to the building administrator or Athletic Director on the additional resources form. The form for adding additional resources is included in Appendix B. The form must be completed and submitted directly to the building administrator or Athletic Director. The request for additional resources may be submitted prior to the season.

#### **Section 4.J. Volunteer Coaches**

Volunteer coaches must meet all of the conditions of a volunteer for the district, as established by Human Resources. Volunteer coaches are not entitled to receive benefits provided to paid coaches as listed in this agreement, i.e. in-service expenses or substitute costs. Volunteer coaches will need to be in direct supervision of a contract coach when working with students.

#### **Section 4.K Professional Responsibilities and In-Service**

The parties agree that it is the professional responsibility of coaches/advisors to meet all requirements associated with their positions.

Wenatchee School District will provide to each Athletic Coordinator, coach and assistant coach (7-12) of each WIAA sport at middle and high school up to one hundred fifty dollars (\$150) towards the expenses of coaching requirements.

An additional \$75 will be available for those who have spent more than their allocated benefit of professional development monies. This MUST include First Aid/CPR/AED certification and Washington State Coaches Association (WSCA) membership. This additional benefit pool is capped at \$2,000 per year and will be accessed on a first come first served basis.

Wenatchee School District will provide to each 6th grade coach of each sport up to one hundred dollars (\$100) towards the expenses of coaching requirements. The funding must first be used to meet the WIAA requirements for coaching education hours. Approved expenses would include clinic registration fees and clock hours.

The club/activity advisors, covered under this contract, will be reimbursed for the cost of the First Aid/CPR/AED certification. All reimbursements will use the district form and will be sent to the Athletic Office.

Expenses will only be reimbursed when a completed expense form and the accompanying receipts are submitted per district policy. Reimbursement requests must be submitted within 30 days of date of receipt. Reimbursements will be provided for training and professional development only.

1. **WIAA Coaching Standards** - All coaches are required to attain and maintain the appropriate WIAA Coaching Standards as outlined by the WIAA. Coaches are not eligible for paid stipend positions without this completed training.

The coaching standards include:

- a. Current First Aid Card
  - b. Current CPR Card
  - c. SPI Moral Character Supplement
  - d. WIAA Coaching Clinics (general rules, sports specific rules, concussion management)
2. **Pre-Season Required Training** - Coaches must attend pre-season training provided by the district prior to the first day of practice. Coaches who cannot attend must receive prior approval from the Athletic Director no less than two (2) days in advance of the scheduled training and arrange to make up training prior to the start of the season. Coaches are not eligible for paid stipend positions without this completed training.
  3. **Safe-Schools Training** - Coaches must complete the required Safe Schools training on an annual basis; prior to the first day of practice. Coaches are not eligible for paid stipend positions without this completed training. Non-district employees who coach an athletic team and/or advise an activity or club shall be compensated with a stipend of thirty dollars (\$30) to complete the required Safe Schools training.

#### **Section 4.L. Travel**

Any employee acting in accordance with assigned duties or when requested to travel using his/her own vehicle shall be reimbursed for such travel at the rate established under RCW 43.03.060 for state employees.

When it is determined by the Athletic Director or the Activities Director and the coach, that a meal or

meals of the day will be missed. The cost of all missed meals will be reimbursed up to the maximum of the OSPI meal per diem rates. Meals provided free of charge at on-site events and free meals received off-site will be ineligible for reimbursement. The coach must submit receipts within 30 days of the date of receipt. Only contracted coaches are eligible for meal reimbursement.

#### **Section 4.M. Coach Evaluations**

It is the responsibility of the Athletic Director, to evaluate the high school head coach using the form in Appendix C. The high school head coach shall evaluate his/her assistant coaches with input from the Athletic Director using the form in Appendix C.

It is the responsibility of the Middle School Principal or Assistant Principal to evaluate the middle school head coach using the form in Appendix C. The middle school head coach shall evaluate his/her assistant coaches with input from the Middle School Principal or Assistant Principal using the form in Appendix C.

Intent: The coaching evaluation forms will be developed by a committee consisting of the Athletic Director, an Assistant MS Principal, and a minimum of three (3) high school head coaches. The forms will be added to the contract after both lead negotiators agree to the final version of the forms.

### **ARTICLE V. GRIEVANCE PROCEDURE**

#### **Section 5.A. Purpose**

The purpose of this grievance procedure is to provide a means for orderly and expeditious adjustment of grievance.

#### **Section 5.B. Definitions**

1. A "**Grievant**" shall mean an employee or a group of employees or the Association filing a grievance.
2. A "**Grievance**" shall mean a claim by a grievant that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
3. "**Days**" shall mean employee employment days unless otherwise stated.

#### **Section 5.C. Grievance Principles and Rights**

1. **Right to Present Grievances:** Every grievant shall have the right to present grievances in accordance with the procedures herein.
2. **Form:** All grievances shall be submitted on the form (attached as Exhibit A).
3. **Time Limits:** Any grievant who shall not timely file or pursue a grievance shall be barred from pursuing or further appeal of such grievance, provided that the time limits may be extended by mutual agreement. If, after timely filing a grievance, appropriate action is not taken by the administrator required to take action, the grievant may appeal the grievance to the next

appropriate level.

4. **No Reprisals:** No employee shall be subject to discipline or reprisal because of any participation in the grievance procedure.
5. **Representation Rights:** Any employee shall have the right to pursue his/her grievance with or without representation.
6. **Problem Solving:** Nothing in this agreement shall be construed to prevent any employee from discussing a problem with the administration or having it adjusted without representation of the Association representative, provided that the Association shall be notified in writing of the filing and disposition of any grievance.
7. **Association Presence:** The Association shall have the right to be present at each grievance hearing and to present its views, in order to protect its contract interests.
8. **Confidentiality:** All matters relating to a specific grievance shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any participant to the grievance, provided that the Association shall routinely report the progress of all grievances to employees in general terms. All documents, communications and records dealing with grievances and their adjustments shall be filed separately from the grievant's personnel file. If the grievant so requests in writing, a record of the final adjustment of this grievance may be placed in his/her personnel file. If an employee is required to attend any meeting, hearing, appeal, or other proceeding relative to the adjustment of a grievance, that employee shall be released from his/her assignment for the time necessary without loss of pay or other penalty.
9. **Election of Remedies:**
  - a. In the event a grievant elects to pursue a statutory remedy, then such election shall bar the utilization of the grievance procedure.
  - b. In the event that the grievance procedure has been utilized and the grievant elects to pursue a statutory remedy, then such election shall void the decision reached under the grievance procedure.
10. **Evaluator's Analysis and Conclusions:** An evaluator's analysis and conclusions as expressed in evaluation reports shall not be subject to the binding arbitration provisions.

#### **Section 5.D. Procedures**

**First Step:** If the grievance cannot be resolved informally, the grievant shall file the grievance in writing with his/her principal or appropriate supervisor and shall file a copy with the Superintendent. The grievance must be filed within twenty (20) days following the time when the grievant has knowledge or reasonably could have had knowledge of the basis for the grievance. The supervisor having authority to render a decision on the grievance shall make his/her decision and communicate it in writing to the grievant and the Superintendent within five (5) days of receipt of the grievance.

**Second Step:** If the decision reached at the First Step does not satisfactorily resolve the grievance, the

grievant may file an appeal from the decision with the Superintendent within five (5) days of receipt of the First Step decision. The appeal shall contain the original grievance and the decision at the First Step. Within five (5) days after filing the appeal, the grievant, the supervisor, and the Superintendent shall meet to resolve the grievance. If a satisfactory resolution of the grievance is reached, it shall be reduced to writing and signed by the parties involved. If an agreed resolution is not reached, the Superintendent shall render his/her decision in writing within five (5) days of the last meeting of the participants and deliver it to the participants.

**Third Step:** If no satisfactory resolution of the grievance is reached at Second Step, the grievant may, within five (5) days after the decision in the Second Step is rendered, appeal to the Board. Within twenty (20) days after receiving such notice, the Board or a hearing examiner appointed by the Board, shall hold a hearing and render a decision. In the event the grievance is submitted for hearing before the Board, the grievant waives his/her right to appeal such grievance to binding arbitration.

**Binding Arbitration:** In the alternative to submitting the grievance to the Board, the grievant may submit the grievance to the American Arbitration Association or Federal Mediation and Conciliation Services for binding arbitration, provided that within five (5) days after the decision in the Second Step is rendered, notice that the grievance is being submitted to binding arbitration is delivered to the Superintendent. The arbitrator will then be selected and the arbitration conducted following the voluntary rules of the American Arbitration Association or Federal Mediation and Conciliation Services (or such other rules as the Parties may mutually determine). The arbitrator shall confine his/her decision to the terms of the Agreement which are the subject of the grievance and shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which adds to, alters, subtracts from, disregards, or modifies from the terms of the Agreement.

The decision of the arbitrator shall be submitted to the Board and the grievant and shall be final and binding on both parties. The expense of arbitration shall be borne equally by the Board and the grievant.

#### **Section 5.E. Adverse Action**

There shall be no strike or other economic action by employees or by the Association, nor shall there be any lockout or other economic action by the District while this contract is in effect over any dispute which arises out of the interpretation or application of this contract or an alleged violation of the terms of this contract.

**FOR THE DISTRICT:**

\_\_\_\_\_  
Board Chairman Date

\_\_\_\_\_  
Superintendent Date

\_\_\_\_\_  
Chief Negotiator Date

**FOR THE ASSOCIATION:**

\_\_\_\_\_  
Association President Date

\_\_\_\_\_  
Chief Negotiator Date

**APPENDIX A - FORMAL GRIEVANCE FORM**

NAME OF GRIEVANT: \_\_\_\_\_ DATE: \_\_\_\_\_

ASSIGNMENT: \_\_\_\_\_ BUILDING: \_\_\_\_\_

PERSON TO WHOM GRIEVANCE IS SUBMITTED:

\_\_\_\_\_

SPECIFIC CONTRACT ARTICLE, BOARD POLICY CODE, RULE, REGULATION, PRACTICE OR HEALTH OR SAFETY CONDITION VIOLATED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BRIEF DESCRIPTION OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE GRIEVANT BECAME AWARE OF VIOLATION:

\_\_\_\_\_

REMEDY SOUGHT: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF GRIEVANT:

\_\_\_\_\_

Send the original grievance to the person with whom the grievance is filed. Send one copy each to the Superintendent and Association President. Keep one copy.

**APPENDIX B – REQUEST FOR ADDITIONAL RESOURCES FORM**

Wenatchee School District – Co-Curricular Contract

Additional Support Request

School		Date	
Bldg. Admin.		Athletic Coord.	
Sport/Activity		Head Coach/Advisor	
Grade		Current # of teams	
Current number of Coaches/Supervisors			
Total # of participants in attendance for 3 consecutive days			

Request:

Practice/Meeting Location: \_\_\_\_\_

Opportunities to Compete: \_\_\_\_\_

Adequate Resources: \_\_\_\_\_

Impact on district / school / funding: \_\_\_\_\_

Admin Signature: \_\_\_\_\_ AC /Advisor

Signature: \_\_\_\_\_

\_\_\_\_\_ Approved                      \_\_\_\_\_ Denied

Reason: \_\_\_\_\_

Athletic Director / or Administrator

Signature: \_\_\_\_\_

District Approval

Signature: \_\_\_\_\_





