

2021 – 2024

**COLLECTIVE BARGAINING
AGREEMENT**



**WEST VALLEY SCHOOL DISTRICT No. 208
AND
WEST VALLEY COACHES ASSOCIATION**



2021 – 2024 CBA
Between
WEST VALLEY COACHES ASSOCIATION
And
WEST VALLEY SCHOOL DISTRICT No. 208

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PREAMBLE

This document is the Agreement between the parties. The wages, hours, and terms and conditions of employment have been bargained and agreed to in accordance with the provisions of the Act.

SECTION 1 - RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all employees in extra-curricular positions in the West Valley School District for which no certification is required excluding casual employees, confidential employees, supervisors and all other employees of the employer.
- B. The Association was certified as a bargaining unit following a Public Employment Relations Commission election Case 12406-E-96-2069.
- C. The Board will not negotiate with or recognize any employee organization other than the Association during the duration of this Agreement.
- D. Where feasible, the District will issue a non-binding letter of reasonable assurance to rehire within thirty (30) days of the completion of each activity season. This letter is not intended to anticipate program reductions for the subsequent year. The Board will issue Supplemental Contracts by the start of the season.
- E. The parties assure that they will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against on the basis of race, color, national origin, gender, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336 and Title IX/RCW 28A.640 of the Education Amendments of 1972, as amended.

SECTION 2 - ASSOCIATION RIGHTS

- A. The Association and its representatives may use District buildings for meetings and to transact Association business at reasonable times when such buildings are not otherwise in use.
- B. The Association may have the right to use District facilities, office equipment and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association agrees to pay for damage to equipment and facilities incidental to Association use and pay reasonable costs for supplies and materials used.
- C. The Association may post notices of activities and matters of Association concern on bulletin boards to be provided in each faculty lounge of each building in the District.
- D. The Association may use the District mail service, teacher mailboxes, and electronic mail system for communication purposes.
- E. The Association and its representatives shall have access to all District buildings and to all coaches provided that it does not interfere with their teacher duties and is in compliance with District policy on visitation.

F. The District shall provide, upon written request, the following:

1. the agenda for each Board meeting;
2. a copy of the minutes of each Board meeting;
3. a copy of the specific financial reports;
4. a list of all employees, published phone numbers, and addresses;
5. names of all new employees; and
6. any other report(s) which may assist the Association in its representation of employees.

G. The Association shall have representation on any District committee assigned to review and/or modify the West Valley Coaches' Manual or any successor handbooks.

SECTION 3 - DISTRICT RIGHTS

Except as expressly covered and controlled by the provisions of this agreement, the management and conduct of the business of the District and the direction and assignment of all employees of the District are the exclusive right and responsibility of the District. The District shall have the right to hire, assign, transfer, discipline and discharge the personnel of the District and to take all other actions relating to employees it deems appropriate. The District retains full authority to adopt policies, rules and regulations from time to time as it may deem appropriate for the proper conduct of the business of the District, and to direct and manage the workforce as it deems appropriate. This general statement of District authority shall be deemed the equivalent of a detailed and comprehensive list of all the areas and ways in which the District's legal authority may properly be exercised.

The exercise of the District's rights stated herein does not modify the right of an employee to appeal through established grievance procedures when an act of the District is construed as violating this Agreement.

DETERMINATION OF PROGRAM

The District retains full control over the scope of the extracurricular program and any additions or reductions thereto. References within this Agreement to particular activities or positions do not guarantee that they will be offered or filled; but rather such references apply or control only when such activities are offered or such positions are filled.

SECTION 4 -NO STRIKE/NO LOCKOUT

During the duration of this Agreement, the Association and its members shall not take part in a strike or work stoppage, and the District shall not initiate a lockout of its employees.

SECTION 5 – PROGRAM PHILOSOPHY

There will be an expectation that the Varsity Head Coach share their program philosophy/vision for the 7-12 program and thus provide direction to the 7th and 8th grade programs as well as to the sub varsity programs. Coaches for the 7th/8th and sub varsity squads are expected to be receptive to the direction, as well as to collaborate in the philosophy/vision. These expectations will be communicated in the respective job descriptions; compliance with these expectations will be included in each coach's evaluation.

SECTION 6 - REPRESENTATION FEE

- A. The Association shall have the right to have deducted from the salary of members of the Association, upon receipt of a written authorization form, an amount equal to the fees and dues required for membership in the Association.
- B. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn by the employee. Dues deduction spreadsheet must be delivered to payroll by the first working day of the month in which extra-curricular contracts are to be paid (November, January, March, and May).
- C. No employee will be required to join the Association; however, those employees who are not Association members will be required to pay a representation fee to the Association. The amount of the representation fee will be determined by the Association and transmitted to payroll. The representation fee shall be an amount no more than the regular dues for the Association membership. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all employees. (*Reference RCW 41.59.090*)
- D. 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 will be resolved according to the provisions of RCW 41.59.100, or the Public Employment Relations Commission.
- E. The Association agrees to defend and hold the District harmless against any legal action brought against the District in reference to the representation fee deduction.

SECTION 7 - EXTRA-CURRICULAR CRITERIA

- A. Student contact hours required beyond the workday. *Maximum of 350 hours per activity.*

The workday is assumed to encompass at least 1/2 hour before and at least 1/2 hour after the regularly scheduled working day for students at each school.

The contract hours recognize only hours when the advisor is in direct contact with students on a regular basis beyond the workday. Practice time hours are limited by District regulation to a maximum of 2 1/2 hours per practice.

This category includes:

- a) practice time,
 - b) dressing time,
 - c) performance time
- (*Items a, b, c are all during the regular season*)

- B. Students per advisor/coach

Students per advisor/coach will be determined by the responsibilities of the position and agreed to between the athletic director and the affected advisor/coach.

Some non-athletic activities, which do not meet on a daily basis, will have only the officers counted toward the student total.

The uniqueness of several activities inflates the student participant figures; thus, large group meetings at which the advisor acts primarily as a supervisor will not be counted in the student total.

The number of estimated students in an activity will be determined prior to the start of the activity. This number will be reviewed yearly.

C. Maintenance of Facilities

Coach/Advisors are not responsible for maintaining facilities. Safety problems perceived by an advisor must be reported to the principal immediately.

D. Years of Experience

Experience credit is sport specific and not more than one year's experience credit may be claimed for one year's coaching even if one coached two different seasons of the same sport (e.g., girls' soccer in the fall; boys' soccer in the spring).

High School varsity coaching positions will receive 1/2 year of experience credit for coaching in any assistant positions – 7th through high school J.V.

Any coach with documented school district coaching experience of 3 years or more in any sport at the middle or high school level, upon transferring to a new sport, will be placed no lower than year 3 on the West Valley coaching experience scale.

Any current West Valley School District coach with three (3) years or more of coaching experience at the middle or high school level, upon being hired in a new sport, shall be placed no lower than step three (3 & 4 years of experience) on the West Valley extra-curricular pay schedule.

If there are new coaching positions added, salary placement must be bargained.

SECTION 8 – EXTRA-CURRICULAR SALARY SCHEDULE 2021-2022

Established Base - \$49,000	Years	0.00	1 & 2	3 & 4	5 & 6	7-9	10+
Group 1	Loc	0.1575	0.1680	0.1785	0.1889	0.1994	0.2100
Head Football	HS						
Head Basketball	HS						

Group 2		0.1364	0.1469	0.1575	0.1680	0.1785	0.1889
Head Baseball	HS						
Head Fastpitch/Slow Pitch	HS						
Head Cross Country	HS						
Head Track	HS						
Head Volleyball	HS						
Head soccer	HS						
Head Wrestling	HS						

Group 3		0.1102	0.1176	0.1250	0.1323	0.1396	0.1469
Head Tennis	HS						
Head Golf	HS						
Head Swimming	HS						
Asst. Football	HS						
Asst. Basketball	HS						

Group 4		0.0955	0.1029	0.1102	0.1176	0.1250	0.1323
Head Bowling	HS						
Cheer Advisor*	HS						
Drill*	HS						
Asst, Baseball	HS						
Asst. Fastpitch/Slow Pitch	HS						
Asst. Wrestling	HS						
Asst. Track	HS						
Asst. Cross Country	HS						
Asst. Volleyball	HS						
Asst. Soccer	HS						

Group 5		0.0682	0.0735	0.0787	0.0839	0.0893	0.0945
Cheer Advisor*	HS						
Drill*	HS						
Head Dive	HS						
Weight Room	HS						
7/8 Head Track	HS						

Group 6		0.0531	0.0584	0.0638	0.0691	0.0744	0.0797
Baseball	ML						
Basketball	ML						
Bowling	ML						
Cross Country	ML						
Fastpitch	ML						
Football	ML						
Soccer	ML						
Track	ML						
Volleyball	ML						
Wrestling	ML						

Athletic Trainer**		0.7725	0.8421	0.8757	0.9268	0.9784	1.0300
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SECTION 8 – EXTRA-CURRICULAR SALARY SCHEDULE 2022-2023

Established Base - \$49,245	Years	0.00	1 & 2	3 & 4	5 & 6	7-9	10+
Group 1	Loc	0.1575	0.1680	0.1785	0.1889	0.1994	0.2100
Head Football	HS						
Head Basketball	HS						

Group 2		0.1364	0.1469	0.1575	0.1680	0.1785	0.1889
Head Baseball	HS						
Head Fastpitch/Slow Pitch	HS						
Head Cross Country	HS						
Head Track	HS						
Head Volleyball	HS						
Head soccer	HS						
Head Wrestling	HS						

Group 3		0.1102	0.1176	0.1250	0.1323	0.1396	0.1469
Head Tennis	HS						
Head Golf	HS						
Head Swimming	HS						
Asst. Football	HS						
Asst. Basketball	HS						

Group 4		0.0955	0.1029	0.1102	0.1176	0.1250	0.1323
Head Bowling	HS						
Cheer Advisor*	HS						
Drill*	HS						
Asst, Baseball	HS						
Asst. Fastpitch/Slow Pitch	HS						
Asst. Wrestling	HS						
Asst. Track	HS						
Asst. Cross Country	HS						
Asst. Volleyball	HS						
Asst. Soccer	HS						

Group 5		0.0682	0.0735	0.0787	0.0839	0.0893	0.0945
Cheer Advisor*	HS						
Drill*	HS						
Head Dive	HS						
Weight Room	HS						
7/8 Head Track	HS						

Group 6		0.0531	0.0584	0.0638	0.0691	0.0744	0.0797
Baseball	ML						
Basketball	ML						
Bowling	ML						
Cross Country	ML						
Fastpitch	ML						
Football	ML						
Soccer	ML						
Track	ML						
Volleyball	ML						
Wrestling	ML						

Athletic Trainer**		0.7725	0.8421	0.8757	0.9268	0.9784	1.0300
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SECTION 8 – EXTRA-CURRICULAR SALARY SCHEDULE 2023-2024

Established Base - \$49,491	Years	0.00	1 & 2	3 & 4	5 & 6	7-9	10+
Group 1	Loc	0.1575	0.1680	0.1785	0.1889	0.1994	0.2100
Head Football	HS						
Head Basketball	HS						

Group 2		0.1364	0.1469	0.1575	0.1680	0.1785	0.1889
Head Baseball	HS						
Head Fastpitch/Slow Pitch	HS						
Head Cross Country	HS						
Head Track	HS						
Head Volleyball	HS						
Head soccer	HS						
Head Wrestling	HS						

Group 3		0.1102	0.1176	0.1250	0.1323	0.1396	0.1469
Head Tennis	HS						
Head Golf	HS						
Head Swimming	HS						
Asst. Football	HS						
Asst. Basketball	HS						

Group 4		0.0955	0.1029	0.1102	0.1176	0.1250	0.1323
Head Bowling	HS						
Cheer Advisor*	HS						
Drill*	HS						
Asst. Baseball	HS						
Asst. Fastpitch/Slow Pitch	HS						
Asst. Wrestling	HS						
Asst. Track	HS						
Asst. Cross Country	HS						
Asst. Volleyball	HS						
Asst. Soccer	HS						

Group 5		0.0682	0.0735	0.0787	0.0839	0.0893	0.0945
Cheer Advisor*	HS						
Drill*	HS						
Head Dive	HS						
Weight Room	HS						
7/8 Head Track	HS						

Group 6		0.0531	0.0584	0.0638	0.0691	0.0744	0.0797
Baseball	ML						
Basketball	ML						
Bowling	ML						
Cross Country	ML						
Fastpitch	ML						
Football	ML						
Soccer	ML						
Track	ML						
Volleyball	ML						
Wrestling	ML						

Athletic Trainer**		0.7725	0.8421	0.8757	0.9268	0.9784	1.0300
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2021 - 2024	Rate	
Academic Comp. Advisors	0.0319	
Safety Patrol Advisors	0.0425	
Academic League Competition	0.0106	\$161.04 Per event
Intramurals/Special Activities	Curriculum rate	

*Cheer and Drill are considered two-season positions and will be paid the full stipend for each season

Whenever deemed necessary due to personnel experience or shortage, the HS Athletic Director may combine the Dance/Drill Coach positions with the Cheer Coach positions. When combined, the Head Coach will receive a stipend for the Fall, Winter and Spring seasons in Group 4 and the assistant will receive a stipend for Fall and Winter seasons in Group 5.

If Cheer or Drill is offered as a class, its Group will move from 4 to 5 for the year

** Athletic Trainer

A) To be assigned to HS sports, grades 9-12.

B) Year to be defined as beginning the first day of the fall sports season and concluding the last day of the spring sports season.

C) In the event there is a conflict between sports, the trainer's priority in coverage will be given first to varsity teams, then to junior varsity, and finally to freshman teams.

D) When two varsity events conflict, the trainer will determine priority based on safety concerns.

E) Percentages are based on full-time commitment of 1350 hours. Agreements with the district for fewer hours should result in altering these percentages as a percentage of 1350 hours.

F) Salary/Stipend will remain calculated using the 2021-2022 established base for the duration of 2021-2024 Collective Bargaining Agreement.

Middle Level Program Lead-

A Middle Level Program Lead coach pilot program will be established in the 2017-2018 school year. The Program Lead coach pilot will sunset after the 2021-2022 school year. The Middle Level Athletic Director and High School Athletic Director will present a report to the West Valley School Board of Directors on how the program worked.

Middle Level Program Lead coaches will receive a \$200 stipend. Program Lead coaches will be responsible for monitoring equipment checkout, inventorying equipment, student paperwork, coordinating practice plans, coordinating tryouts, and a liaison between the Middle Level program and High School program. One stipend will be provided for each of the following Middle Level sports; football, volleyball, cross country, boys and girls soccer, softball, boys and girls basketball, wrestling, and baseball.

Post-Season Pay-

Post-Season will be paid at regular season per diem daily rate. Regular season per diem daily rate will be based on 68 regular season days for football and basketball and 55 regular season days for all other sports. Post-season is defined as WIAA Districts, Regionals, and/or State.

Overtime Bar: There is no obligation to contract with any current District employee(s) which would result in the payment of overtime.

Post-Season Meal Reimbursement-

The District will provide a \$40 per night meal reimbursement for contracted coaches' overnight post-season events. The post-season event requires the following to qualify; post-season event, overnight, and out of town. Post-season is defined as WIAA Districts, Regionals, and/or State.

SECTION 9 - COMPLAINT PROCEDURE

- A. If a parent or student athlete has a question or complaint regarding participation, which includes, but is not limited to, coaching methods, playing time, squad designation, etc., the following procedure must be followed:

Note: The athletic director and/or principal will not take action on a complaint until the required preliminary steps have been taken. In the unlikely situation where a prior negative, documented parent/coach relationship has impacted the likelihood of a constructive meeting, the impacted step may be waived at the discretion of the athletic director.

1. Talk directly to the student athlete's coach. Parents should communicate via email, telephone, or by an arranged meeting with the coach, rather than approaching him/her at practice or immediately following a game.
 2. If the issue is not corrected or if the parents have concerns about the way the situation is handled, they are to arrange a meeting with the athletic director.
 3. If the issue remains unresolved, the parents are advised to take the issue to the principal.
- B. Any complaint regarding an employee's professional conduct beyond the scope of "coaching decisions (methods, playing time, squad designations, etc.)," that is made to any member of the administration by the parent, student or other person shall be in writing and shall be processed according to the procedure outlined below:
1. Meeting with athletic/activities director: The athletic director shall meet with the employee to apprise the employee of the full nature of the complaint and shall provide the employee with a copy of the written complaint. The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.
 2. In the event the complaint is not resolved to the satisfaction of the employee informally with the athletic director, a meeting with the principal shall occur. If the complaint is resolved, the principal shall provide the employee with a written statement as to the resolution.
 3. In the event the complaint cannot be resolved to the satisfaction of the employee informally, the grievance procedure provided for in the collective bargaining agreement between the District and the West Valley Education Association may be utilized up to but not including binding arbitration.

SECTION 10 - EMPLOYEE EVALUATION PROCEDURE

- A. An employee shall be given a copy of any visit or evaluation report prepared by his/her evaluator, and shall have the opportunity to discuss the evaluation report. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- B. Every employee shall be evaluated annually.

- C. An agreed upon pre-and post-season goal setting and measuring may be used as part of the evaluation process.
- D. In the event an employee's performance results in negative evaluation, a reasonable amount of time will be given for performance enhancement if mutually agreed by the Association and District.
- E. Reports: Negative evaluation reports shall be presented in post observation conferences to each employee by his/her immediate supervisor within thirty (30) days following the end of the scheduled season.
 - 1. Such reports shall be issued in the name of the immediate supervisor based upon a compilation of reports and observations by the immediate supervisor.
 - 2. Such reports shall be addressed to the employee.
 - 3. Such reports will be issued on the agreed upon forms.
- F. New staff shall be observed within twenty (20) calendar days after the commencement of activity season.
- G. The employee will have the opportunity to attach a written response or clarification to his/her observation/evaluation.
- H. An employee shall be given a written copy of any observation/evaluation.

SECTION 11 – NEW/VACANT POSITION POSTING AND HIRING

Posting for coaching positions shall be simultaneous but consideration for these positions will be given as follows:

- 1. Three days in-building; and
- 2. Seven days in-district

In-building includes teachers and members of the association under extra-curricular contract in the building the position is open. Posting for the general public may occur simultaneously, however, candidates will not be considered until in-district process is complete.

SECTION 12 – TRAINING

- A. The District will offer First Aid training every two years and CPR training every year to current coaching members (contingent on successful levy passage). The District will pay the costs of the First Aid and CPR training for employees who attend the District training, (contingent on successful levy passage).
- B. The District will allocate funds to cover the registration fees for all coaches to attend the WIAA Coaches School once every three years.
- C. The District will annually provide up to \$200 per sport specific professional development for contracted coaches. All professional development must be pre-approved by the Athletic Director to qualify for reimbursement.

- D. The District will provide full payment for contracted coaches' Washington State Coaches Association annual membership. The Association will provide a roster of contracted coaches each August. The Washington State Coaches Association membership will be paid from the provided roster. Coaches hired after August 1st may submit membership reimbursement in November and/or March.

SECTION 13 – KEYS

The District will supply contracted coaches with keys to the facilities needed to fully carry out their responsibilities. Keys will be checked out to individual coaches and may be retained as long as the individual coach's duties require them. Head Coaches will retain their keys throughout the duration of their tenure.

The Athletic Director will work with the Facilities Coordinator to ensure that an adequate number of keys are available to meet requests, and may develop a system for distribution and/or accountability as deemed necessary. There will be a \$250 fine for non-returned keys. There may be disciplinary action for coaches who misuse their key privileges.

SECTION 14 – LEAVES OF ABSENCE

Coaches may request a leave of absence for a period of up to one year. Requests should be submitted to the Athletic Director for review, with final authorization coming from the Superintendent or Designee. Requests that are granted will reserve the rights of the coach to return to that position the following year or at the conclusion of the Leave of Absence if deemed reasonable.

During the leave, the position will be posted as an "interim" position. In the event that the position being vacated is that of a Head Coach, any Assistant Coach of that same sport who is named "Interim Head Coach" will also be allowed to return to their Assistant position when the Leave of Absence concludes.

SECTION 15 – LAYOFF AND RECALL

A. INITIATION OF LAYOFFS

1. In the event the District anticipates a reduction in force (RIF) due to budget cuts in athletics or extra-curricular activities covered under this agreement, or if a lack of participants necessitates a reduction, the District shall follow the procedures contained in this section.
2. Reductions will not be made without thorough review of programs and options available.

B. CRITERIA

Subject to the specific criteria set forth below, reductions shall be made on the basis of a coach's years of experience coaching his or her particular sport. In order to qualify for retention, a coach must also be current in his or her WIAA coaching certification (effective August 2012) and must be current in his or her association dues.

1. West Valley School District Coaching Experience:
 - a) Coaches with sport specific experience of 5 years or greater in West Valley shall be retained over coaches with fewer than 5 such years, regardless of the number of years of other interscholastic experience.

- b) If sport specific experience is 5 years or greater in West Valley for multiple affected members, only West Valley experience will be counted for seniority among them. Within this group, if affected members have an equal number of years of West Valley sport specific experience, criteria C will be used to determine seniority. *
- c) If sport specific experience is fewer than 5 years in West Valley for multiple affected members, seniority among them will be determined by combining WV coaching experience with verified interscholastic experience.
[Intent: protect coaches with significant investment in West Valley in a particular sport]

2. Verified Interscholastic Experience

- a) If sport specific experience is exactly the same number of years in West Valley, then years of verified interscholastic sport specific coaching experience will be used to augment seniority.

[Rationale: acknowledges the commonality of interscholastic coaching positions with regard to paperwork and management, regardless of the location of that school.]

* Coaching boys or girls in the same or equivalent sport are considered the same when looking at years of experience with a maximum of one year of experience per calendar year awarded.

3. Determination of Athletic Director

- a) In situations governed by subsection B, above, if both members have an equal number of years of verified interscholastic experience, the decision shall be made by the Athletic Director and/or Administration at the building level.

C. EXEMPTIONS

1. Definitions

- a) Level 1: Head Varsity Coaches
- b) Level 2: Coaches 9-12
- c) Level 3: Coaches at grades 7-8

2. Exemptions

- a) All level 1 one coaches in good standing are exempt from RIF unless or until all other coaches have previously been RIFed.

A. RECALL

A coach who has been laid off will be placed on a recall list and will be afforded the right of first refusal if and when his or her prior position is reinstated or becomes available while he or she remains on the recall list. Coaches will remain on the recall list for a period of up to 21 months. This 21-month period begins on the last day of the season in which the RIF occurred.

[Rationale: 21 months should be sufficient to determine reinstatement of the position within 2 years of that position being eliminated]

B. PROCEDURE

- 1) Employees not assigned to a position for the ensuing school year will be notified in writing of layoff by his/her Athletic Director.
- 2) The District shall give written notice of recall by sending a letter to the employee at his/her last known address. It shall be the responsibility of the employee to notify the District of any change of address.
- 3) Any employee so notified shall respond within ten (10) calendar days from receipt of said notice whether the employee accepts or rejects the position. An employee who fails to accept an offer of reemployment shall be dropped from the recall list and shall lose all rights to reemployment by the District.

C. ASSOCIATION PREFERENCES

- 1) While recognizing the final authority of the district in the determination of program, the association expresses the desire to preserve entire programs above other considerations.

SECTION 16 - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A ***grievant*** shall mean an employee or group of employees or the Association filing a grievance.
2. A ***grievance*** shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of any of the terms of this Agreement.
3. A ***party in interest*** is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

B. RIGHTS TO REPRESENTATION

1. At least one (1) Association representative shall be present for any meetings, hearings, appeals, or other proceeding relating to a grievance which has been formally presented.
2. 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 II. 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. Class grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step II.
3. The Association on its own may submit to arbitration any grievances filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the terms of this Agreement.
4. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is in attendance at these discussions and is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

A grievant may be represented at all stages of the grievance procedure by him/herself or, at his option, by an Association representative selected by the Association. 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.

C. PROCEDURE

STEP I

The parties in interest acknowledge that it is usually more desirable for an employee and his immediately involved superior to resolve problems through free and informal communications. Within thirty (30) days after a violation, misinterpretation or misapplication of the terms and conditions of the Agreement or the knowledge of same, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a hearing to take place within five (5) days after receipt of the grievance.

STEP I REPLY

The supervisor shall provide the grievant and the Association with a written response to the grievance within five (5) days after the hearing. Such response shall include the reason upon which the decision was based.

STEP II

If the grievant is not satisfied with the disposition of his/her grievance at Step I, within five (5) days after receipt of same, or if no decision has been rendered within five (5) days after the hearing, then the grievance may be appealed to the Superintendent/or his designee. The Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within five (5) days of his receipt of the appeal. The parties in interest shall include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance.

STEP II REPLY

The Superintendent shall provide the grievant and the Association with written response within five (5) days. Such response shall include the reason upon which the decision was based.

STEP III

1. If the grievant is not satisfied with the disposition of his/her grievance at Step II, or if no decision has been rendered within five (5) days after the hearing, then the grievant may request within five (5) additional days, in writing, that the Association submit his/her grievance to arbitration.
2. If the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions of this Agreement, it may by written notice to the Superintendent within fifteen (15) days after receipt of the request from the grievant submit the grievance to final and binding arbitration.
3. Within fifteen (15) days after such written notice, the Association shall submit a request for an arbitrator from the American Arbitration Association. The arbitration shall be conducted according to the expedited rules of the American Arbitration Association except as provided for herein. By mutual agreement the parties may choose another method of arbitration. The arbitrator will be selected from a list submitted by the American Arbitration Association.

SIGNATORIES

This Agreement shall be effective as of the 1st day of September 2021 and shall continue in effect until the 31st day of August 2024.

FOR THE DISTRICT

FOR THE COACHES ASSOCIATION

Chief Negotiator

Chief Negotiator