

**2020-2023  
FORKS COACHES'  
ASSOCIATION  
AGREEMENT**

**Quillayute Valley School District No. 402**

**PREAMBLE:**

This Agreement is entered into between the Quillayute Valley School District Board of Directors, hereinafter referred to as the “Employer, and the Forks Coaches Association, hereinafter referred to as the “Association”.

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine.

The Employer and the Association recognize their mutual aim is to maintain effective Employer/Employee relationships and towards that end, the parties having reached certain agreements pursuant to RCW 41.56, The Educational Employment Relations Act, do hereby agree as follows:

**SECTION 1: RECOGNITION**

- A. The Employer recognizes the Association as the exclusive bargaining representative for all paid extracurricular staff holding valid contracts with the District or on leave by Board action. Such representation shall include the following positions:

	High School	Junior High
Football	4	2
Volleyball	2	2
Basketball-Boys	2	2
Basketball-Girls	2	2
Wrestling-Boys	2	1
Wrestling-Girls	2	1
Baseball	2	NA
Softball	2	NA
Soccer-Boys	2	NA
Soccer-Girls	2	NA
Track & Field (Co-Ed)	3	2
Cross Country (Co-Ed)	1	1
Drama (Co-ed)	1	1
Cheer	1	NA

- B. The term “Employee” and “Extracurricular Employee” shall mean any of the above listed employees when used hereinafter in this Agreement and shall refer to all employees represented by the Association as defined above.

**SECTION 2: STATUS OF THE AGREEMENT**

Individual contracts between the District and an individual employee shall be subject to and consistent with Washington State law and with the terms of this Agreement. Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms of the Agreements between the Employer and the Association. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration, shall be controlling.

This Agreement constitutes the negotiated agreements between the Employer and the Association and supersedes any previous agreements or understandings between the parties which are contrary to or inconsistent with the Agreement

### **SECTION 3: CONFORMITY TO LAW**

If any provision of this Agreement is held to be invalid by operation of law, such provisions shall become inoperative, but the remainder of the Agreement shall remain in full force and effect. The Employer and the Association within 30 days shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s) unless a postponement is mutually agreed upon.

### **SECTION 4: PRINTING/DISTRIBUTION OF AGREEMENT**

- A. Within forty-five (45) days following the ratification and signing of this Agreement by the parties, the District shall post an executed copy of the agreement on the District Website. The Association will accept the Agreement on behalf of the employees, and will be responsible for distribution.
- B. All new employees of the District shall be provided a copy of the Agreement by the Association within thirty (30) calendar days of their hire date.

### **SECTION 5: DUES DEDUCTIONS**

- A. The District agrees to deduct any Association dues from the wages of employees who voluntarily request their deduction in writing when filed with the District. The written request will be honored in accordance with its terms. Any requested change in the amount to be deducted will require at least thirty (30) days written notice to the payroll department.
- B. The authorization for dues deductions is a one-time fee that will be deducted from the first available pay period after authorization. . The employee shall provide written notice to the Association and to the District office if the employee wishes to no longer have dues withheld from their check.

### **SECTION 6: PERSONNEL FILES**

- A. Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District as well as employment references transmitted by the Employer except closed references requested by the employee. Upon request, a copy of any document(s) contained therein shall be afforded the employee at the employee's expense.

- B. No evaluation, correspondence or other material making reference to an employee's competence, character, or manner will be kept or placed in the personnel file without the employee's knowledge and opportunity to attach his/her own written comments. The employee shall be notified within two (2) weeks after receipt of the material.
- C. The employee shall acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its content.
- D. Any derogatory statements from non-administrative sources will only be placed in the personnel file after an investigation has been made by the employee's supervisor. If the supervisor judges the facts are substantiated, then an account of the investigation and finding will be included with the statement, otherwise the material will not be included in the file.
- E. Any employee inspection of his/her personnel file shall be with a District representative present. Anyone at the employee's request may be present at the review. Personnel files shall be open to the public only as required by law.
- F. After two (2) years, an employee may request to have derogatory material removed from the personnel file. The District retains the discretion to maintain or remove such material.

## **SECTION 7: ASSOCIATION RIGHTS**

- A. Inter-school mail facilities may be used for distribution of Association communications so long as such communications are labeled as Association materials and contain the name of the authorizing Association official.
- B. School facilities may be used for Association meetings at reasonable times during non-school hours provided that such meetings shall not interfere with school operations. The Association representative shall check with the building administrator to assure that there is no conflict due to a previously scheduled meeting.
- C. The Association agrees to reimburse the District for any extra direct costs resulting from Association use of the District facilities.
- D. The Association may use school equipment at reasonable times, provided that such use shall not interfere with school operations.
- E. The Association shall be responsible for damage resulting from the Association's use of facilities and equipment.
- F. 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 interfere with or interrupt normal school operations.
- G. The District agrees to furnish the Association, in response to reasonable requests, all available information which is a matter of public record.
- H. In the process of hiring new extracurricular staff included in this bargaining unit, the District will make every effort to include present staff in the interviewing process. In all

cases, the High School varsity coach/advisor will be involved in the interview and hiring process to fill vacancies with that staff, unless there is a conflict of interest that may violate Equal Employment Opportunity (EEO) regulations.

The Association will supply the Employer a list of employees who will be available for these interviews; however, in the event such an employee is unavailable, Employer may select other available Association Employee(s).

- I. A volunteer is defined as an adult who assists the head coach with practices and events. Volunteers will not be assigned as the sole supervisor of athletes. The involvement of any volunteer is subject to completion of all forms and tasks listed in the volunteer packet, and to the approval of the athletic director/principal and the board of directors.
- J. For the purpose of meeting the WIAA requirements for certification, coaches will be allowed to document their attendance at FCA meetings and parent orientations as required tasks in meeting this obligation .

## **SECTION 8: EVALUATION**

### **Evaluative Criteria Supplemental Positions**

The Superintendent shall direct athletic directors to evaluate all persons holding extracurricular contracts under their supervision by:

- A. Holding a pre-season conference which can be done as a group of coaches or individually at the discretion of the athletic director.
- B. Holding at least one conference during the season at which time the employee is apprised of his/her level of performance. In the case of assistant coaches, this conference may be delegated to the head coach of the sport with the documentation collected by the athletic director. In the case where the performance is unsatisfactory the athletic director shall work with the head coach and the employee to prepare a formal written plan of improvement. (See Appendix B and C.)
- C. Having a conference within thirty (30) days of the close of the season to review the final written evaluation. The athletic director should receive all necessary input from the head coach prior to completing the evaluation of assistants. Evaluations shall be sent to the appropriate personnel file.

## **SECTION 9: ECONOMIC PROVISIONS**

- A. There shall be a Supplemental Contract for the specified extracurricular assignments. Appointments to extracurricular assignments shall be for one (1) school year and shall be consistent with statutory provisions.
- B. All open extracurricular positions will be posted within the District prior to the hiring of any person either from within or without the District.

- C. The Employer will make every effort to notify employees, in writing, of their contract status for the following year prior to the last day of the current school year.
- D. The salary for extracurricular positions recognized by this Agreement and the formula for determining the same is included in Appendix A. The “base” for calculations in Appendix A will be the beginning teacher salary on the state teacher salary schedule for the 2017-18 school year.
- E. Extracurricular staff members, who are also certificated employees in the district, may choose to receive their extracurricular payments monthly, based on the number of months in the season or the number of months remaining in the school year. Staff members will indicate payment preference on Supplemental Employee Contract.

The number of assistant coaches listed in Appendix A is the number included in the budget. All assistant coaching positions are subject to the number of players who turn out for the sport. If the number of players who turn out for the sport warrant a request for an additional assistant coach, the request will be made by the head coach to the athletic director(s), the principal and the superintendent. The same will be true if the number of players does not warrant the assistant coach for which the district budgeted. Requests to increase the number of assistant coaches and decisions to decrease the number of assistant coaches will be made on a case by case basis in consultation with the head coach and the Coaches’ Association.

- F. For overnight trips and/or District, Regional, State competitions, the District shall provide reasonable sleeping accommodations and a per meal stipend of ten dollars (\$10.00) for each breakfast and/or lunch, and fifteen dollars (\$15.00) for each dinner for meals as they fall within a trip schedule, \$35.00/ day.
- G. If a coach is required to attain a driver’s abstract for the transporting of athletes to a competition, then the district will reimburse the coach for the amount of the abstract. Coaches are responsible for submitting the original receipt within 30 days in order to receive reimbursement.
- H. Extended Season: Head varsity coaches of teams or individuals participating in the post-season competition shall receive a stipend of two hundred dollars (\$200.00) per week. Assistant coaches deemed necessary by the head coach and approved by the athletic director will be paid one hundred and fifty dollars (\$150.00) per week.

**SECTION 10: TRAINING AND PROFESSIONAL DEVELOPMENT**

- A. Training:

In addition to meeting all WIAA Coaching Standards', all coaches including Volunteers, are required to complete all required District Level training prior to the start of their season. Type II license training will be available to those coaches using district vehicles to transport student athletes. Trainings will be offered at no cost and can be scheduled through the district's Human Resource Coordinator.

B. Individual Professional Development:

A budget allocation of \$10,000 per year, for the duration of this agreement will be set-aside for the purpose of supporting individual professional development. Coaches' wishing to apply for professional development funds should complete a Professional Development/Travel Request (see Appendix B) and submit it to the Association representatives for initial approval. All requests approved by the Association will be forwarded to the District Athletic Director for final approval. This budget allocation is to fund all costs of a staff development activity including, but not limited to, substitutes, travel, registration and meals/lodging. In the event that additional coaches are hired as a result of an increase in student participation, the Association may request additional funds to support the professional development of additional coaches.

## **SECTION 11: GRIEVANCE PROCEDURE**

### Definitions:

- A. A grievance is an alleged violation or misinterpretation of the Agreement.
- B. An individual, a group of individuals and/or the Association may file a grievance.
- C. For the purpose of this procedure, working days shall mean teacher employment days within the W.I.A.A. activities calendar and summer work days, provided that all potential concerns shall be rendered null and void.
- D. Nothing herein contained shall be construed limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration.

### Procedures:

- A. Immediate Supervisor - Step 1
  - I. The employee and an officer must formally present his/her concern orally to the immediate supervisor.
- B. Written Report - Step 2
  - 1. If the concern is not resolved, a written statement of grievance may be presented. Such written statement of grievance must be submitted to the employee's immediate supervisor within ten (10) school days from the event on which the grievance is based
  - 2. The "Statement of Grievance" shall name the grievant(s) involved, the facts giving rise to the grievance, the provision(s) of the Agreement alleged to be

violated, and the remedy (specific relief) requested. The grievance must be signed by the grievant(s) and dated.

3. The immediate supervisor, upon receipt of the written statement of grievance shall sign and date the statement of grievance and shall give a copy to the grievant(s), Association representative and the Superintendent. The immediate supervisor shall answer the grievance in writing. The immediate supervisor's answer shall include the reasons upon which the decision was based, within ten (10) school days of receiving the grievance and shall immediately send a copy of the grievance , his/her decision, and all supporting evidence to the grievant(s), the Association representative, and the Superintendent

C. Superintendent - Step 3

1. If no satisfactory settlement is reached at Step 2, the grievance may be appealed to the Superintendent Step 3, or his/her designated representative, within ten (10) school days of receipt of the decision rendered in Step 2.
2. The Superintendent or his/her designee shall arrange for a grievance meeting with the grievant(s) and/or Association representative; such meeting shall be scheduled within ten (10) school days of the receipt of the Step 2 appeal. The purpose of this meeting shall be to effect a resolution of the grievance.
3. The Superintendent or his/her designated representative shall provide a written decision, incorporating the reasons upon which the decision was based, to the grievant(s), Association representative, and the immediate supervisor of the grievant(s) within ten (10) school days from the conclusion of the meeting.

D. School Board - Step 4

1. If no satisfactory settlement is reached at Step 3, the grievance may be appealed to the School Board within ten (10) school days after receiving the disposition of the Superintendent or after the previously stated time limits have expired.
2. If the grievance is submitted to the Board, the Board, within twenty (20) school days, shall meet with the grievant(s), the Association representative, and the Superintendent to review the grievance in Executive Session or give such grievance the consideration as it shall deem appropriate.
3. The disposition to the Board shall be made to the grievant(s) in writing within ten (10) school days of the meeting. This decision will be considered final. A notification of such disposition shall be also furnished to the Association and the immediate supervisor of the grievant(s).

## **SECTION 12: DURATION**

This Agreement shall become effective upon ratification by both parties effective August 1 , 2020, and shall remain in full force and effect until July 31, 2023. This Agreement may reopen if



its terms are affected by any changes in the law, either by legislative or court or administrative action.

**SECTION 13: ATTEST**

In witness whereof, the Employer and the Association have executed this Agreement on the 1<sup>st</sup> day of August 2020, at Forks, Washington.

**FOR THE ASSOCIATION**

President \_\_\_\_\_

FCA Negotiator \_\_\_\_\_

**FOR THE EMPLOYER**

Superintendent \_\_\_\_\_

Board Chairperson \_\_\_\_\_

Board Member \_\_\_\_\_

Board Member \_\_\_\_\_

Board Member \_\_\_\_\_

Board Member \_\_\_\_\_