

# **COLLECTIVE BARGAINING AGREEMENT**

**Between the**

**CHENEY COACHES ASSOCIATION**

**and the**

**CHENEY SCHOOL DISTRICT NO. 360**

**Effective**

**September 1, 2018 through August 30, 2021**

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## **ARTICLE I: RECOGNITION AND AGREEMENT**

### **Section 1.1: Recognition Statement**

The Board of Directors of the Cheney School District No. 360, Spokane County, hereby recognizes the Cheney Coaches Association as the employee organization and exclusive bargaining representative for all employees who conduct extracurricular athletics in the Cheney School District for which no certification is required excluding supervisors, confidential employees, certificated employees when performing as such, casual employees and all other employees or current positions represented by the Cheney Education Association.

### **Section 1.2: Official Certification Document**

The Association was certified as the bargaining unit, following a Public Employment Relations election, on June 17, 2008, Case Number 21569-E-08-03340, Decision 10076-A - PECB.

### **Section 1.3: Definitions**

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

The term "Agreement" shall mean this entire document including appendices

The term "Association" shall mean the Cheney Coaches Association

The term "Board" shall mean the Board of Directors of the Cheney School District No. 360

The term "District" shall mean the Cheney School District No. 360

The term "Employee" means employee within the bargaining unit

The term "Day" shall mean calendar day

The term "WIAA" means the Washington Interscholastic Activities Association

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

### **Section 1.4: Ratification and Relationship to Existing Policies**

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

### **Section 1.5: Conformity to Law**

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law by a court of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.

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

### **Section 1.6: Distribution of Agreement**

The District shall post this Agreement on its website.

**Section 1.7: Access**

Representatives duly authorized by the Association shall be permitted to transact official Association business on District property during non-work times, provided that this shall not interfere with or interrupt normal District operations, and provided normal District facility use procedures are followed. The representative will notify building/facility office of his/her visit whenever possible.

**Section 1.8: Appendices**

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

**ARTICLE II: EMPLOYER RIGHTS**

**Section 2.1: 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 (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); and 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.

**ARTICLE III: EMPLOYEE RIGHTS**

**Section 3.1: Dues**

The Association shall have the exclusive right to have deducted from the compensation of its members the dues required for membership in the Association (including any special assessments). All dues collected will be in accordance with applicable state and federal laws.

Upon receipt of a written Enrollment and Dues Authorization from a bargaining unit employee, the District will make the appropriate payroll deduction as certified by the president of the Association.

Employees who wish to revoke the Dues Authorization may do so upon written notice to the District.

On or before the beginning of each sports season and/or the period for which compensation is paid, the Association shall give written notice to the District of the dollar amount of individual dues and assessments which are to be deducted by payroll deduction during the sports season and/or period for which compensation is paid.

For the life of this Agreement, the District shall continue to deduct all Association dues and special assessments required as long as the employee continues as a member of the bargaining unit as defined in Section 1.1 of this Agreement and the employee has not exercised her or his right to revoke membership as described above. Dues shall be deducted as a lump sum payment during the first pay period for which a stipend is paid for service performed by the employee.

For all membership dues described above, the District agrees to remit directly to the treasurer of the Association all monies to be deducted, accompanied by a list of employees from whom the deduction has been made.

The Association will indemnify, defend and hold the District harmless against any claims made, and any suits or other legal proceedings instituted against the District on account of the dues, assessments and fees deduction provisions of this Agreement. The District retains sole and unlimited discretion to choose its attorney. The Association will refund to employees any amount paid to it in error on account of the dues deduction provisions. The District will notify the Association promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of this paragraph.

### **Section 3.2: Notification of Employees**

The District shall notify the Association of the names of all employees performing service within the bargaining unit upon Board approval. Such notice shall include job title and District building location.

### **Section 3.3: Association Responsibilities**

The Association recognizes that the education of students, which includes all school sponsored activities during and after school, whether within the purview of this Agreement or not, shall be to the highest standards, and the Association expects that its members shall conduct themselves in all aspects of their employment in a proper manner. The Association recognizes that the best possible teaching and education for students are the primary goals of the District, including in extracurricular activities.

### **Section 3.4: Employee Rights, Responsibilities and Authority**

All employees shall have the responsibility and authority to control and discipline and/or exclude students participating in their activities pursuant to and consistent with building, District, League, and/or WIAA rules and their supervisors' directives relating thereto.

Employees are not allowed to use their own vehicle for transporting student(s) to and from any District function. Employees transporting students shall have a valid Type II Commercial Driver's license and shall conform with other reasonable District practices and directives. At no cost to the employee, the District shall offer Type II Commercial Driver's license training classes for employees at times scheduled by the District.

At no cost to the employee, the District shall offer required first aid training classes (Basic CPR and First Aid) for employees at times scheduled by the District. If certification is necessary at a time District-offered classes are not available, responsibility for securing certification and the cost of such resides with the employee. Employees have the responsibility to keep current in training. Employees who do not possess a current Basic CPR and First Aid card by the first day of practice will not be allowed to coach per WIAA rules and regulations; the coach must meet with his/her direct supervisor within two days and commit to a plan to obtain certification at own expense. No extra pay is given for this or other training unless specifically stated herein.

Employees are deemed professional and shall have the right to determine team selection, athletes to play and amount of playing time per athlete, consistent with District-prescribed processes as they may be established or modified.

### **Section 3.5: Membership Communication**

The Association shall have the right to utilize a portion of the bulletin board in each faculty lounge of each school or work location in the District or place of reasonable access to employees in the event faculty lounges are not in existence in a given school or work location. Bulletins posted by the Association are the responsibility of the Association. The Association shall have the right to utilize employee mailboxes, and the District's internal mail delivery system, for membership communication. Such communication shall exclude local, State and National political campaign materials.

The Association shall have the right to utilize District facilities to conduct meetings and hold conferences when such facilities are not in use for other purposes, consistent with the District's facility use policies and fee schedules.

The District requests that the Association share official communications and meeting schedules with Superintendent or designee.

### **Section 3.6: Right of Consultation**

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

### **Section 3.7: Individual Rights**

In compliance with District policies, State and Federal law, employees are protected from harassment.

Coaches/advisors have the right to discipline and/or exclude students within the parameters of school and district policies, WIAA rules, and state law.

### **Section 3.8: Just Cause**

No employee shall be disciplined, or reduced in position or compensation without just cause. During the term of each employee's contract, the District has the right to take action for just cause. As described elsewhere in this Agreement, each employee's contract terminates automatically at the end of the contract term/season.

### **Section 3.9: Grievance Procedure**

A grievance is defined as an alleged violation of a specific item of this Agreement or a dispute involving an interpretation of a term or terms of this Agreement.

Every effort shall be made to resolve grievances, or potential grievances, through a free and informal communication between the grievant and his/her immediate supervisor. The employee may be accompanied by a local Association representative at this discussion. However, if such informal process fails to provide an acceptable adjustment of the grievance, then a formal grievance may be filed according to contract language.

#### STEP 1

- A. Every effort shall be made to resolve grievances, or potential grievances, through a free and informal communication between the grievant and his/her immediate supervisor. The employee may be accompanied by a local Association representative at this discussion. However, if such informal process fails to provide an acceptable adjustment of the grievance, then a formal grievance may be filed according to contract language.
- B. If the matter is not settled on an informal basis in a manner satisfactory to the classified employee involved, then the classified employee may institute a formal grievance by setting forth in writing on the Grievance Form (1) the nature of the complaint, (2) the specific terms or provisions of the Agreement allegedly violated, and (3) the remedy sought.
- C. The grievance must be presented to the supervisor in writing within twenty (20) workdays after the occurrence of the alleged violation or his/her knowledge of the occurrence of the alleged violation.
- D. The supervisor's decision will be in writing and delivered to the grieving party within ten (10) workdays of the receipt of the grievance.

#### STEP 2

- A. If the answer to the grievance in STEP 1 is not delivered within ten (10) workdays, or resolved, then the grieving party in STEP 1 may appeal the grievance to the Superintendent or his/her designated representative within ten (10) workdays after the receipt or non-receipt of the answer in STEP 1.
- B. The grievance must be set forth in writing on a Grievance Form and specifically state which portion of the answer to the Grievance in STEP 1 is being appealed, and the remedy sought.
- C. The Superintendent's decision will be in writing and delivered to the grieving party within ten (10) workdays of the receipt of the grievance.

### **Section 3.10: Concerns and Issues**

The District and Association expect that concerns and issues which could have an impact on the coach or advisor which are brought to the attention of a supervisor will be conveyed to the coach or advisor within three work days. If this timeline is not met, the direct supervisor will provide an explanation for the delay. The person who brought the concern or issue forward will be advised to address their concern directly with the coach or advisor first.

The coach or advisor is expected to be receptive to this feedback and deal with the student or parent in a professional manner without retaliation. The supervisor may facilitate a discussion between the person bringing forward a concern and the coach or advisor when appropriate. If resolution is not reached at this level, the complaint will be presented to the principal/designee for possible action. If resolution is still not reached, the complaint will be presented to the superintendent/designee.

### **Section 3.11: WIAA Compliance and District Files**

Certain documents required by WIAA or the District are kept on file by supervisor for each coach or advisor:

- Coach's verification of experience (WIAA required)
- Documentation of hours/clock hours (WIAA required)
- First aid/CPR documentation (district required)

In addition, a copy of the coach/advisor contract is maintained at the District Office.

The District Athletic Director maintains a working file containing copies of assessments on high school head coaches/advisors.

### **Section 3.12: Employee Protection**

The District shall provide approved first-aid/injury prevention kits for use at all District facilities and where District-sanctioned athletic activities are being conducted away from the home facility. Employees have responsibility for reasonable use, upkeep and safekeeping of kits.

Employees are covered by Industrial Insurance subject to the rules and regulations of the Industrial Insurance Act. In the event an employee sustains an on-the-job injury, the employee shall immediately notify her/his supervisor and shall be advised to apply for worker's compensation.

### **Section 3.13: Contracts**

A contract for employment will be issued on a per-season basis. As described elsewhere in this Agreement, each employee's contract terminates automatically at the end of the contract term/season.

### **Section 3.14: Vacancy**

The District determines the necessity for opening positions and filling all vacancies. Supervisor shall notify CCA President when an open position occurs. Head coach/advisor recommendation will be considered in filling an open coach/advisor position.

### **Section 3.15: Professional Development**

Both the District and the Association strongly encourage all coaches to participate in professional development to stay current on rules, regulations and current professional best practice per WIAA requirements. The District agrees to provide up to \$1,500 per year to match funds provided by the Association in support of professional development for coaches. Allocation of these funds will be determined in collaboration between Association leadership and District athletic directors.

## **ARTICLE IV: SALARIES**

### **Section 4.1: Salary**

Employees of the Cheney School District shall be compensated pursuant to supplemental contract as found in Appendix A. Classified District employees will be paid the salary for the position on Appendix A or the amount required by the Fair Labor Standards Act, whichever is greater. For purposes of calculating FLSA wages, the minimum wage will be used for coaching hours and a blended rate will be calculated to determine the overtime rate for time worked beyond 40 hours in a workweek. Classified District employees will be authorized by the athletic director to work a number of hours determined appropriate to a position. The employee will document hours worked on a time sheet and submit them to the athletic director at the conclusion of the season. Additional hours must be approved by the athletic director.

### **Postseason Pay**

Postseason will become effective after the completion of league competition. Postseason competition includes high school varsity district, regional and state tournaments.

Postseason salary will be compensated for each postseason week.

**Section 4.2: Pay Period**

Employees covered by either CEA or PSEC contract and also filling a coach/advisor role will be paid in equal monthly installments through the remainder of the contract year in which the employee was hired and performed service for their supplemental contract. Employees from out of District shall be paid only during the season of performance. Seasonal stipends, based on participation, are paid at the end of the season. Employees who do not perform the service for which they are hired must reimburse the District for service not rendered.

**Section 4.3: Miscellaneous Provisions**

A limited number of GNL Athletic passes are available upon request through the Athletic Director at the high school. Head varsity coaches will be given priority.

**ARTICLE V: DURATION**

This Agreement shall be effective from September 1, 2018 and shall continue in effect through August 30, 2021.

**SIGNATURES**

For the Association \_\_\_\_\_  
Michael Cagle  
President

Date: \_\_\_\_\_

For the District \_\_\_\_\_  
Robert Roettger  
Superintendent

Date: \_\_\_\_\_

APPENDIX A: SALARY SCHEDULE

## Cheney Extracurricular "Excluded" Positions Salary Schedule 2018-2019

**Base**            **\$37,500**

Experience Level	0	1	2	3	4	5	6	7	8	10
<b>I</b>	5,625	5,906	6,202	6,512	6,837	7,179	7,466	7,690	8,075	8,479
<b>IA</b>	3,750	3,938	4,135	4,341	4,558	4,786	4,978	5,127	5,383	5,652
<b>II</b>	4,688	4,922	5,169	5,426	5,698	5,983	6,222	6,409	6,729	7,065
<b>IIA</b>	3,375	3,544	3,721	3,907	4,102	4,307	4,480	4,614	4,845	5,087
<b>III</b>	3,593	3,772	3,961	4,159	4,367	4,585	4,768	4,911	5,157	5,415
<b>IIIA</b>	2,695	2,830	2,971	3,120	3,276	3,440	3,577	3,685	3,869	4,062
<b>IV</b>	2,965	3,113	3,269	3,432	3,604	3,784	3,936	4,054	4,256	4,469
<b>IVA</b>	2,337	2,454	2,577	2,706	2,841	2,983	3,102	3,195	3,355	3,523
<b>V</b>	2,517	2,643	2,775	2,913	3,059	3,212	3,340	3,441	3,613	3,793
<b>VA</b>	1,977	2,076	2,180	2,289	2,403	2,523	2,624	2,703	2,838	2,980
<b>VI</b>	2,067	2,170	2,279	2,393	2,512	2,638	2,744	2,826	2,967	3,115
<b>VIA</b>										
<b>VII</b>										
<b>VIIA</b>										
<b>VIII</b>	1,007	1,056	1,109	1,164	1,222	1,284	1,335	1,375	1,443	1,516
<b>VIIIA</b>										

<b>I</b>	15.00%	5.00%	5.00%	5.00%	5.00%	5.00%	4.00%	3.00%	5.00%	5.00%
<b>IA</b>	10.00%	5.00%	5.00%	5.00%	5.00%	5.00%	4.00%	3.00%	5.00%	5.00%
<b>II</b>	12.50%	5.00%	5.00%	5.00%	5.00%	5.00%	4.00%	3.00%	5.00%	5.00%
<b>IIA</b>	9.00%	5.00%	5.00%	5.00%	5.00%	5.00%	4.00%	3.00%	5.00%	5.00%
<b>III</b>	9.58%	5.00%	5.00%	5.00%	5.00%	5.00%	4.00%	3.00%	5.00%	5.00%
<b>IIIA</b>	7.19%	5.00%	5.00%	5.00%	5.00%	5.00%	4.00%	3.00%	5.00%	5.00%
<b>IV</b>	7.91%	5.00%	5.00%	5.00%	5.00%	5.00%	4.00%	3.00%	5.00%	5.00%
<b>IVA</b>	6.23%	5.00%	5.00%	5.00%	5.00%	5.00%	4.00%	3.00%	5.00%	5.00%
<b>V</b>	6.71%	5.00%	5.00%	5.00%	5.00%	5.00%	4.00%	3.00%	5.00%	5.00%
<b>VA</b>	5.27%	5.00%	5.00%	5.00%	5.00%	5.00%	4.00%	3.00%	5.00%	5.00%
<b>VI</b>	5.51%	5.00%	5.00%	5.00%	5.00%	5.00%	4.00%	3.00%	5.00%	5.00%
<b>VIA</b>										
<b>VII</b>										
<b>VIIA</b>										
<b>VIII</b>	2.68%	5.00%	5.00%	5.00%	5.00%	5.00%	4.00%	3.00%	5.00%	5.00%
<b>VIIIA</b>										

**CHENEY SCHOOL DISTRICT NO. 360**  
**EXCLUDED PAY INDEX AND SCHEDULE**

**POSITION**

**LEVEL I**

HS Varsity Basketball - Boys' & Girls'	HS Varsity Wrestling
HS Varsity Football	

**LEVEL I-A**

HS Asst Basketball - Boys' & Girls'	HS Asst Wrestling
HS Asst Football	

**LEVEL II**

HS Varsity Baseball	HS Varsity Tennis - Boys' & Girls'
HS Varsity Cross Country	HS Varsity Volleyball
HS Varsity Soccer - Boys' & Girls'	HS Cheerleader Advisor
HS Varsity Softball	*Athletic Trainer
HS Varsity Swimming	
HS Varsity Track - Boys' & Girls'	

**LEVEL II-A**

HS Asst Baseball	HS Asst Tennis - Boys' & Girls'
HS Asst Cross Country	HS Asst Volleyball
HS Asst Soccer - Boys' & Girls'	HS Asst Cheerleader Advisor/ Dance Advisor
HS Asst Softball	
HS Asst Track - Boys' & Girls'	*Asst Athletic Trainer

**LEVEL III**

HS Varsity Golf	HS Drill Team/Color Guard
HS Gymnastics	

**LEVEL III-A**

HS Asst Golf	
HS Asst. Gymnastics	

**LEVEL IV**

MS Football - 7th	MS Track - Boys' - 7th & 8th
MS Football - 8th	MS Track - Girls' - 7th & 8th
MS Wrestling - 7th & 8th	

**LEVEL IV-A**

MS Asst Football	CHS C Coaches, Girls/Boys
MS Asst Track - Boys'	CHS Events Manager
MS Asst Track - Girls'	*CHS Strength & Conditioning Coach
MS Asst Wrestling	

\* Based on sports season/trimester

**LEVEL V**

MS Baseball - 7th  
MS Baseball - 8th  
MS Basketball - Boys' & Girls' - 7th  
MS Basketball - Boys' & Girls' - 8th  
MS Cross Country

MS Softball - 7th  
MS Softball - 8th  
MS Volleyball - 7th  
MS Volleyball - 8th  
Special Ed Basketball  
Special Ed Spring Sports

**LEVEL V-A**

MS Asst Baseball  
MS Asst Basketball - Boys'  
MS Asst Basketball - Girls'

MS Asst Softball  
MS Asst Volleyball  
MS Asst Cross Country

**LEVEL VI**

MS Drill Team

**LEVEL VI-A**

**LEVEL VII**

**LEVEL VII-A**

**LEVEL VIII**

5th Grade Intramurals

6th Grade Intramurals

**LEVEL VIII-A**

## APPENDIX B: ATHLETIC COACH ASSESSMENT

### Procedure for Coach Assessment

The Athletic Director who is the direct supervisor for a head coach meets with the coach at the conclusion of the season to review the season and provide feedback.

### CHENEY HIGH SCHOOL COACH ASSESSMENT REPORT

Head Coach: \_\_\_\_\_ Position & Sport: \_\_\_\_\_ Year: \_\_\_\_\_

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#### PERFORMANCE

Satisfactory \_\_\_\_\_  
Unsatisfactory \_\_\_\_\_  
Probationary Status \_\_\_\_\_

#### RECOMMENDATION

Renew Contract for \_\_\_\_\_  
Non-Renewed Contract for \_\_\_\_\_

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#### GENERAL RESPONSIBILITIES

- \_\_\_\_\_ 1. Is familiar with the athletic policies of Cheney High School and the Great Northern League.
- \_\_\_\_\_ 2. Is responsible to athletic director and principal for entire program (varsity, junior varsity, C, sub varsity, if applicable).
- \_\_\_\_\_ 3. Attends coaches' meetings, clinics, and in-service programs. Studies films, magazines and articles related to sport for professional improvement.
- \_\_\_\_\_ 4. Is available to counsel all participants in decision-making relative to college choice, vocation or daily problems.
- \_\_\_\_\_ 5. Cooperates with athletic administrator, all other coaches/sponsors and athletic trainer to upgrade total athletic program.
- \_\_\_\_\_ 6. Cooperates with teaching staff, parents, members of the news media, and other citizens to ensure good public relations.
- \_\_\_\_\_ 7. Oversees the safety conditions of the facility or area in which assigned sport activities are conducted at all times the athletes are present.
- \_\_\_\_\_ 8. Promotes respect by example through appearance, manners, behavior, language, and conduct during practice and contests.

#### MAJOR PRE-SEASON RESPONSIBILITIES

- \_\_\_\_\_ 1. Cooperates with other coaches in conditioning programs to promote physical fitness.
- \_\_\_\_\_ 2. Holds a pre-season meeting with students and parents to inform them of the philosophy of the program, rules and regulations (schedules, practice times, attendance, criteria for earning a varsity letter, etc.).
- \_\_\_\_\_ 3. Secures medical clearance of squad candidates according to Cheney Public Schools, Great Northern League, and the Washington Interscholastic Activities Association.
- \_\_\_\_\_ 4. Submits a list of students identified by grade, position level, within the first 2 weeks before the first athletic contest, to the athletic director for purpose of determining whether the student is eligible to compete in the program.

#### MAJOR POST-SEASON RESPONSIBILITIES

- \_\_\_\_\_ 1. Issues equipment to players and maintains records of issued items.
- \_\_\_\_\_ 2. Supervises assistant coaches, assigns their respective duties and conducts staff meetings as necessary.
- \_\_\_\_\_ 3. Plan, organizes, and implements the teaching of fundamentals, strategy, rules, and techniques.
- \_\_\_\_\_ 4. Properly supervises student-athletes under immediate care, and specifically fulfills a coach's responsibilities in conjunction with district, region, and state contests.
- \_\_\_\_\_ 5. Ensures all participants have made necessary arrangements for transportation home when returning from road trips.
- \_\_\_\_\_ 6. In cooperation with the athletic director and athletic trainer, fulfills responsibilities to provide health services and an environment free of safety hazards.

- \_\_\_\_\_ 7. Promotes good health habits with student/athletes, including the establishment of sound training rules.
- \_\_\_\_\_ 8. In cooperation with the athletic trainer, maintains properly supplied first aid kit and has the student-athlete emergency cards with them at all times.
- \_\_\_\_\_ 9. In cooperation with the athletic trainer, implements procedures for handling injuries and completing injury report forms for student health records and for insurance purposes.
- \_\_\_\_\_ 10. Takes proper care of equipment, supplies, and facilities.
- \_\_\_\_\_ 11. Assists athletic director in pre-game preparations.
- \_\_\_\_\_ 12. Provides an atmosphere conducive to good sportsmanship and assists visiting team, coaches and officials.
- \_\_\_\_\_ 13. Teaches student-athletes to use only legitimate and ethical means in attempting to win a game.
- \_\_\_\_\_ 14. Reports all levels of athletic contest scores and other pertinent information to the athletic director and reports varsity athletic home contests to the local media immediately following a home contest.

**EVALUATOR COMMENTS**

**General Comments**

**Recommendations for the Next Season**

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Assistant Principal-Activities & Athletics

Date

---

Coach Signature

Date

Form No. 531