

MABTON SCHOOL DISTRICT/COACHES' ASSOCIATION AGREEMENT
ARTICLE 1 - RECOGNITION

SECTION 1. DEFINITIONS

- A. District/Board shall mean the Mabton School District No. 120 County of Yakima, State of Washington.
- B. Association shall mean the Mabton Coaches Association, which is affiliated with and negotiated for by the Mabton Education Association.
- C. Parties shall mean the District and the Association as co-signers of the Agreement.
- D. Agreement shall mean the Collective Bargaining Agreement signed by the parties.
- E. Employee shall mean a member of the Mabton Coaches Association bargaining unit.
- F. Day shall mean District office work day.
- G. Superintendent shall mean the chief administrator of the District.
- H. President shall mean the presiding officer of the Mabton Coaches Association.
- I. Contract shall mean the individual signed activities contract issued to each employee.

SECTION 2. RECOGNITION

- A. The District recognizes the Association as the sole and exclusive bargaining representative for all employees in co-curricular positions in the Mabton School District for which state teaching certificates are not required.

ARTICLE 2 – MANAGEMENT & ASSOCIATION RIGHTS

SECTION 1. MANAGEMENT RIGHTS

The District maintains all of the customary rights, powers, and functions of management including the exclusive right to conduct the co-curricular programs of the district. The Board and its appointed representatives shall retain the right to (1) make reasonable rules and regulations, (2) establish policies and procedures, to include adherence to WIAA rules and regulations, and (3) set performance standards and compliance using the co-curricular evaluation report for coaches (Appendix A & B)

SECTION 2. ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use District facilities for the transaction of Association business at reasonable times when not in conflict with school or other approved activities

- a. All such meetings shall be held outside the regular teacher workday, except with approval from the administration.
 - b. Mail System: The Association shall have the right to reasonable use of the intra-district mail service, including e-mail, and teacher mailboxes for communication with its members.
 - c. Orientation: The Association shall be given the opportunity to speak to all teachers as an official part of the district sponsored teacher orientation.
- B. The Association may request the name and address of any new bargaining unit member after the closing of the position posting.
 - C. The Association president may meet with the Superintendent when there are issues of mutual concern to be discussed.
 - D. No member of the bargaining unit shall be required to join the Association.
 - E. The Association will furnish to the district payroll officer appropriate membership forms and cards authorizing payroll deductions for association members.
 - F. It is ultimately the Athletic Director's responsibility to make sure that staffing for all sporting events is done prior to game night. The Athletic Director shall make arrangement for officials, clock operators, public address, and essential staff. The Athletic Director may delegate other items to the head coach including lines people for volleyball or the chain crew for football. It is the head coach's responsibility to make arrangements for their official stats and scorekeeper(s).
 - G. It is ultimately the Athletic Director's responsibility to ensure the preparation of all event, practice, & training facilities (gyms, fields, track, locker rooms, weight room, etc.) prior to the beginning of each season and prior to home athletic contests.
 - H. Coaches shall work with the Athletic Director to maintain, care for, and upgrade sport specific equipment as needed. Inventory of team equipment shall be kept and submitted yearly to Athletic Director.
 - I. The District shall provide adequate facilities to ensure safe participation in practices and contests for all athletes, coaches, and fans.
 - J. Ultimately, the Athletic Director shall take the leadership role and to ensure that all needs have been addressed and covered.

SECTION 3. TERM OF PROVISIONS

- A. The term of this Agreement shall be three (3) years from September 1, 2017 to August 31, 2020.
- B. The parties agree that this Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

SECTION 4. NO STRIKE – NO LOCK-OUT

- A. There shall be no strike, slowdown, concerted action, or lock-out while this agreement is in effect.
- B. In the event that the functioning of the school district is impaired by a labor dispute involving another bargaining unit, the parties agree to meet to determine whether co-curricular programs should continue during the work stoppage.

ARTICLE III – DISTRICT AND EMPLOYEE PROTECTIONS

SECTION 1. EMPLOYEE DISTRICT PROTECTION

- A. The District agrees to continue its past practice to provide reasonable and proper liability insurance coverage, bodily injury, property damage, and professional liability within the course and scope of duties.
- B. Legal counsel shall be provided subject to the terms of the District's insurance policy to any employee against whom a lawsuit is initiated, provided such employee is subject to a claim for damages, at the time of the act or omission complained of, and the employee was acting within the scope of his employment, or under the direction of the district.

SECTION 2. EMPLOYEE CONTRACTS

- A. Extra-curricular contracts are issued for one year only. The decision to rehire the following year is solely determined by the District (Administration).
- B. In the event the District anticipates not rehiring an extra-curricular coach/advisor for the following year, the District will notify the individual in writing 30 days prior to the beginning of their season. This language will not impact the Districts ability to cut sporting seasons/contracts for financial reasons.
- C. All Head Coaches will receive a Letter by June 15th of the district's intent to contract for the following year. Contracts will be based on program participants.
- D. Head Coaches, for the next school year, will be approved in the month of June. Contracts will be issued and signed prior to each season upon completion of coaching requirements as stipulated by WIAA and Mabton Jr/Sr High School.

SECTION 3. EVALUATIONS (Appendix A & B)

- A. The primary purpose of the evaluation program should be for the improvement of performance. Evaluation should be a positive, developmental, and continuous process based upon established criteria and involving employees and their evaluators in a growth relationship. It is intended that students will be the chief beneficiaries of an effective evaluation process. All employees shall be

evaluated in accordance with appropriate predetermined criteria developed together by the Association and the District.

- B. Employee evaluations shall be completed for each position held which the Association represents within 30 days of the end of each season. Additional observations/evaluations may be done at the discretion of the supervisor or at the request of the employee.
- C. If the evaluation is unable to be completed within 30 days of the end of each season, the evaluator and coach shall come to mutual agreement about a timeline for completing the evaluation. If it is not possible to complete an evaluation, the evaluator shall document the facts. In such cases, no final evaluation will be determined.

SECTION 4. JOB POSTING & HIRING PROCEDURES

- A. There shall be no discrimination by either the District or the Association with respect to the employment of any person because of a person's age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical disability unless based upon a bona fide occupational qualification wherein the disability prevents proper performance for the position (Title VI & IX)
- B. All extra-curricular positions are posted in district with the officers and representatives of both associations, sent to each school, administrator, and athletic director. These positions are posted for at least five (5) calendar days. Current MEA members will have five (5) days in which to apply for the position. Exception to the five (5) day period may be made when conditions warrant posting the position simultaneously through outside agencies. These situations shall be communicated to the Association.
- C. If a vacancy occurs or a new position is created during summer, the District shall make reasonable effort to notify the Association President of the opening.
- D. The District shall hire the candidate that is most qualified for the position.
- E. Those applicants not interviewed will be granted an explanatory conference upon written or oral request.
- F. Applicants interviewed shall be notified of decision through written and/or oral notification.
- G. Head coaches/activity supervisors shall have input into the hiring of assistants for their sport/activity. This should include high school assistant positions, head & assistant Junior High positions, and Intramural program positions.

SECTION 5. COMPLAINT PROCEDURE

- A. If at any time parents/guardians have a question or concern regarding their student's extracurricular participation, the course of action shall follow the sequence outlined below:

- a. The parents/guardians will schedule a meeting to talk directly with the employee at an appointed time and place apart from practice and/or activity/contest.
- b. If the issue is not resolved and/or parents/guardians still have a concern, they are to arrange a meeting with the athletic director.
- c. If the issue remains unresolved, the parents/guardians are advised to take the issue to the principal
- d. If the issue remains unresolved, the parents/guardians may take the issue to the superintendent.
- e. If the issue remains unresolved, the parents/guardians may take the issue to the school board.
- f. If the issue involves a complaint against an extracurricular employee, he/she must have an opportunity for input with an Association representative present starting at section c. (above).
- g. If a parent approaches an immediate supervisor, administrator, athletic director, or board member with a complaint involving an extracurricular employee before he/she has met with the employee against whom the complaint is being made, he/she will be directed to follow the procedure as described above.
- h. This procedure will become part of the athletic code and be given in writing to the parent(s) of every student participant before each season begins.

SECTION 6. DUE PROCESS

- A. There shall be only one (1) official personnel file for each employee. Said files shall be kept in the District administration office. Each employee shall have the right, upon request, and after making an appointment for that purpose with the personnel administrator, to review the contents of his/her official personnel file. The review shall be made in the presence of the administrator responsible for safekeeping of these files. During the review, employees shall be allowed to copy any material therein and shall be permitted to make a written inventory of material there, and, on request, have such inventory signed and dated by a representative of the administration.
- B. Each employee shall be provided a copy of all materials placed in his/her personnel file within five (5) days of its insertion. An employee may attach comments to any material that is a part of the personnel file. All disciplinary materials shall be purged from an Employees file after five (5) years of date of material, upon Employee request, providing that there are no repetitions within five (5) years. Such deletion shall not occur while any school district, OSPI, or law enforcement investigation or proceeding is in progress, and except for cases of child or sexual abuse or harassment. The employee shall make a written request to the District personnel office for the purpose of removing material from said file. Materials written by the Employee (e.g., letters of application, resignation, correspondence, etc.) shall not be purged from the file. Position-specific comments shall not be used against an employee in his/her capacity in a different position where those comments do not reasonably apply.
- C. Each administrator or supervisor shall be allowed to maintain one working file for one year on each employee that he/she supervises.

- D. The employee shall be allowed, upon his/her request, to have a representative of his/her choosing present during any scheduled conference of an evaluative or disciplinary nature with a supervisor or administrator. This provision, however, shall not be used by an employee as a means of delaying scheduled meetings.

SECTION 7. DISCIPLINE AND DISCHARGE OF EMPLOYEES

- A. The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner to ensure that it will not embarrass the employee before other employees or the public.

B. Grievance Definitions:

- a. Grievance – a claim by an employee that there has been a violation, misinterpretation or misapplication of any provision of this agreement.
- b. Grievant – an employee, a group of employees, or the Association filing a grievance

C. Grievance Procedure

- c. In the event that an employee believes there is a basis for a grievance, the employee will first discuss the alleged grievance with his/her building principal or other appropriate supervisor either personally or accompanied by his/her Association representative.
- d. If the grievance is not thus resolved, formal grievance procedures may be instituted.

E. Formal Grievance Procedure

1. The grievant may invoke the formal grievance procedure through the Association on the grievance form (Appendix C) which will be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal or immediate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or designee. A grievance must be filed within twenty (20) days of the occurrence of which the grievant complains.
2. Within ten (10) days of receipt of the written grievance, the principal or appropriate supervisor shall meet with the grievant in an effort to resolve the grievance, and give his/her disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the Association.
3. In the event the grievant is not satisfied with the disposition of the grievance at Step 1 within ten (10) days after receipt of same, or if no disposition has been made within five (5) days of such meeting, or ten (10) days from date of filing, whichever shall be later, the grievance may appeal to the Superintendent. Within ten (10) days the Superintendent or designee shall meet with the grievant in an effort to resolve the grievance and shall give his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association.
4. In the event the grievant is not satisfied with the disposition of the grievance at Step 3 within ten (10) days after receipt of same, or if no disposition has been made within five (5) days of such meeting, to ten (10) days from date of appeal, whichever shall be later, the grievant may ask the local Association to appeal the grievance to the Board through the Superintendent..

5. Within twenty-five (25) days the Board shall meet with the grievant in an effort to resolve the grievance, and shall give their disposition of the grievance in writing within (10) days of such meeting, and shall furnish a copy thereof to the Superintendent and to the Association. The Board's decision shall be final and binding upon the Parties.
6. Time Limits – the time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the Association to proceed with its grievance within the times hereinbefore provided shall result in the dismissal of the grievance.

SECTION 8. PROFESSIONAL DEVELOPMENT

- A. It is the responsibility of the employee to attend all mandatory rules clinics or complete on-line rules clinics as required by the WIAA.
- B. Professional leave may be granted by the Superintendent, building principal, or athletic director to district employees for attendance at professional development activities directly related to an extra-curricular contract.
- C. The District will support professional development within Washington State and Portland, OR, for extracurricular staff by providing one in-service opportunity per head coach and each paid assistant on a rotation cycle established by the Athletic Director. The District shall pay cost of pre-approved in-service training which includes mileage, lodging, and registration.
- D. The District will sponsor at least one first aid/CPR classes per year without charge to district employees and extracurricular contract holders.

ARTICLE IV – EXTRA-CURRICULAR PAY SCHEDULE & COACHING POSITIONS

SECTION 1. 2017-2020 Coaches' Salaries

- A. See Appendix D for coaches salaries.

SECTION 2. POST SEASON COMPENSATION

- A. See Appendix D for post season pay

SECTION 3. COACHING POSITIONS

- A. Each sport shall have a minimum of two (2) coaches unless deemed otherwise as defined in Appendix E. For supervision and safety purposes it is important to have two coaches for every sport. Additional coaches shall be hired based upon numbers of participants. See Appendix E

- 12 Month Payments or 3 Month (12 Month for Fall Coaches only, those who are actually working their programs off season/summer for fundraising, camps, etc.)
- Other season's Coaches elect monthly payment through to the end of the Fiscal year.
- Payments for 3 months would be paid as followed:
 Fall Sports will be paid September, October, & November
 Winter Sports will be paid December, January, & February
 Spring Sports will be paid March, April, & May
- Job Description for all positions will be created by Head Coach and Athletic Director


Per Associated Student Body (ASB) approval, the follow may occur:


- Free admission passes for all paid and volunteer coaches to home game will be provided yearly
- Free admission passes for spouses and minor children to home games will be provided yearly.

SIGNATORIES

Agreement shall be effective as of the 1st day September, 2017 and shall continue in effect until 31st day of August 2020.

FOR THE DISTRICT




 Superintendent


 Athletic Director
 Feb 5, 2018

 Date Signed

FOR THE COACHES ASSOCIATION



 Gabriel Sanchez, President
 02-05-18

 Date Signed

APPENDIX A/B

- 15. Promotes positive school & community relationships.
- 16. Maintains discipline in a fair and consistent manner & teaches the concepts of teamwork, sportsmanship, and fair play.
- 17. Develops rapport with players and treats them with dignity and respect.
- 18. Proper supervision of athletes before, during, and after practices & games.
- 19. Teams display a positive attitude on and off the field/floor.
- 20. Attends coaching clinics relevant to the sport.

	Satisfactory	Needs Improvement
15.	<input type="checkbox"/>	<input type="checkbox"/>
16.	<input type="checkbox"/>	<input type="checkbox"/>
17.	<input type="checkbox"/>	<input type="checkbox"/>
18.	<input type="checkbox"/>	<input type="checkbox"/>
19.	<input type="checkbox"/>	<input type="checkbox"/>
20.	<input type="checkbox"/>	<input type="checkbox"/>

Evaluators Comments:

Employees Comments:

During the evaluation period covered in this evaluation, it is my judgement that the coach's overall performance has been:

- SATISFACTORY**
- UNSATISFACTORY**

Athletic Director: _____ **Date:** _____

Coach's signature indicates that the coach has read and discussed this evaluation with the Athletic Director, but does not necessarily imply agreement.

Coach's Signature: _____ **Date:** _____

APPENDIX A/B
MABTON HIGH SCHOOL ASSISTANT COACHES EVALUATION

Assistant Coach: _____ Date: _____

Coaching Position: _____ Head Coach: _____

- | | |
|---|--------------------------------------|
| 1. Assistant coach is on time for practices, meetings, & games | Satisfactory – Unsatisfactory |
| 2. Assistant coach assumes and performs duties assigned by the head coach | Satisfactory – Unsatisfactory |
| 3. Assistant coach is a team player & maintains a good rapport with coaches | Satisfactory – Unsatisfactory |
| 4. Assistant coach maintains good rapport with players, parents, & community | Satisfactory – Unsatisfactory |
| 5. Assistant coach assists head coach in supervisory duties | Satisfactory – Unsatisfactory |
| 6. Assistant coach conducts themselves in an ethical manner at games & practices | Satisfactory – Unsatisfactory |
| 7. Assistant coach communicates team or individual problems to head coach | Satisfactory – Unsatisfactory |
| 8. Assistant coach assists in the upkeep of equipment and facility | Satisfactory – Unsatisfactory |
| 9. Assistant coach assumes and carries out scouting assignments professionally | Satisfactory – Unsatisfactory |
| 10. Assistant coach has the ability to motivate players | Satisfactory – Unsatisfactory |
| 11. Assistant coach demonstrates knowledge of sport and WIAA rules | Satisfactory – Unsatisfactory |
| 12. Assistant coach teaches fundamental skills | Satisfactory – Unsatisfactory |
| 13. Assistant coach handles and reports injuries in a proper and timely manner | Satisfactory – Unsatisfactory |
| 14. Assistant coach attends coaching clinics relevant to the sport | Satisfactory – Unsatisfactory |
| 15. Assistant coach is loyal to the coaching position & the program | Satisfactory – Unsatisfactory |
| 16. Assistant coach participated in the awards ceremony | Satisfactory – Unsatisfactory |

Comments:

Head Coach: _____ **Date:** _____ **Assistant Coach:** _____ **Date:** _____

Athletic Director: _____ **Date Submitted:** _____

Appendix C

GRIEVANCE FORM

Name of Grievant: _____

Assignment: _____ Building: _____ Date: _____

Person to whom grievance is submitted: _____

Specific contract article violated: _____

Date violation occurred: _____

Date Grievant became aware of violation: _____

Remedy Sought: _____

Signature of Grievant: _____

Send the original signed grievance to the person with whom the grievance is filed. Send one (1) copy each to the Superintendent and President. Keep one (1) copy.

Coaches Salary

APPENDIX D

High School	Entry Level	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr
Head Football/Basketball	\$4,596	\$4,964	\$5,332	\$5,700	\$6,068	\$6,435
Coach	\$4,413	\$4,780	\$5,148	\$5,516	\$5,883	\$6,251
HS Assistant Football/Basketball	\$3,126	\$3,493	\$3,861	\$4,229	\$4,596	\$4,964
Assistant Coach	\$2,942	\$3,309	\$3,677	\$4,045	\$4,413	\$4,780
Cheer/Advisor	\$2,942	\$3,309	\$3,677	\$4,047	\$4,413	\$4,780
Assistant Cheer /Advisor	\$50.00 Per Event	Chaperone				
Drill Team	\$2,758	\$3,126	\$3,493	\$3,861	\$4,229	\$4,596
Concessions Manager	\$1,103	\$1,471	\$1,839	\$2,206	\$2,574	\$2,942

10 Years Exp	\$400
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Post Season Pay	
Head Coach	\$735
Assistant Coach	\$552
Cheer/Advisor	\$552
Band Director	\$552

Jr High	Entry Level	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr
Jr High Head Coach	\$1,839	\$2,206	\$2,574	\$2,942	\$3,309	\$3,677
Assistant Coach	\$1,839	\$2,206	\$2,390	\$2,574	\$2,758	\$2,942
Jr High Coach		\$1,839				

COACHING EXPERIENCE LANGUAGE

1. Experience credit is sport specific and not more than one year's experience may be claimed for one years coaching
2. Coaches must provide experience verification from previous employers.
3. Verified experience granted for both in district and other coaching experience.
4. Administration reserves the right to accept other relevent experience.

APPENDIX E

HIGH SCHOOL

Depending on Athlete Turnout

SPORT	STANDARD	ADDITIONAL COACH	ONE LESS COACH
Football	4 Coaches	40 +	20
Basketball	2 Coaches	34 +	12
Track & Field	2 Coaches	40 +	8
Volleyball	2 Coaches	25 +	10
Wrestling	2 Coaches	30 +	10
Baseball	2 Coaches	30 +	12
Softball	2 Coaches	30 +	12
Soccer	2 Coaches	40 +	12
Cheerleading	1 Coach	1 Coach Max	4
Dance & Drill	1 Coach	1 Coach Max	8

MIDDLE SCHOOL

Depending on Athlete Turnout

SPORT	STANDARD	ADDITIONAL COACH	ONE LESS COACH
Football	2 Coaches	40 +	20
Basketball	2 Coaches	34 +	12
Track & Field	2 Coaches	8 +	8
Volleyball	2 Coaches	25 +	10
Wrestling	2 Coaches	30 +	10
Baseball	2 Coaches	30 +	12
Softball	2 Coaches	30 +	12
Soccer	2 Coaches	40 +	12

Standard = Standard Number of Coaches Given Contract Prior To Season

Additional = Additional Coach Hired When Turnout Is Above That Number

One Less = One Coach Less Than Standard If Turnout Below That Number