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2015 - 2018

**EXTRA-CURRICULAR CLASSIFIED
COLLECTIVE BARGAINING
AGREEMENT**

between the

Snohomish School District

and the

Snohomish Education Association

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1 **ARTICLE 1.00**
2 **RECOGNITION AND DEFINITIONS**
3

4 **Section 1.01: Recognition**
5

6 Snohomish School District No. 201 (hereinafter the "District") hereby recognizes the Snohomish Education
7 Association (hereinafter the "Association") as the exclusive bargaining representative for all employees in
8 extra-curricular positions in the District for which no OSPI or District certification is required.
9

10 In the event the parties cannot agree whether a newly created position belongs in the bargaining unit either
11 party, at its option, may request the Public Employment Relations Commission to resolve the issue.
12

13 **Section 1.02: Definitions**
14

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

16 The term "Agreement" shall mean this entire contract.
17

18 The term "days" shall mean calendar days unless otherwise specifically defined in this Agreement.
19

20
21 Unless the context in which they are used clearly requires otherwise, words used in this contract denoting
22 gender shall include both the masculine and feminine; and words denoting number include both the singular
23 and plural.
24

25 **ARTICLE 2.00**
26 **STATUS AND ADMINISTRATION OF AGREEMENT**
27

28 **Section 2.01: Relationship to Notices of Employment**
29

30 Notices of employment shall be subject to and consistent with Washington State Law and the terms and
31 conditions of this Agreement.
32

33 **Section 2.02: Relationship to District Policies and Practices**
34

35 The language of this Agreement shall supersede the language of any rules, regulations, policies or
36 resolutions of the District which shall be contrary to or inconsistent with its terms.
37

38 **Section 2.03: Conformity to Law**
39

40 This Agreement shall be governed and construed according to the Constitution and laws of the State of
41 Washington. If any provisions of this Agreement or any application of this Agreement to any employee or
42 groups of employees covered hereby shall be found contrary to law, such provision or application shall
43 have effect only to the extent permitted by law, and all other provisions or applications of the Agreement
44 shall continue in full force and effect. The Association shall cooperate with the District in its defense
45 against any suit brought by an outside party that arises out of District implementation of the express terms
46 of this Agreement.
47
48
49

1 **Section 2.04: Distribution of Agreement**

2
3 As mutually agreed, the District or the Association will print, as soon as possible, but no longer than forty-
4 five (45) days following the ratification and signing of the Agreement, copies of this Agreement in a number
5 mutually agreed upon. As soon as the Agreement is ready for copying as indicated above, the District will
6 place a copy of the Agreement on its website.

7
8 The party not printing the Agreement will reimburse the other party for half of the printing expense. The
9 parties agree to make every effort to agree on the style or format for the printing.

10
11 **ARTICLE 3.00**
12 **MANAGEMENT RIGHTS**

13
14 The District retains all prerogatives, functions, and rights not limited by the terms of the Agreement or by
15 Washington statute.

16
17 **ARTICLE 4.00**
18 **ASSOCIATION RIGHTS**

19
20 **Section 4.01: Dues and Representation Fee Deductions**

21 **A. Dues**

- 22
23
24 1. On or before August 25th of each school year, the Association shall give written notice to
25 the District of the dollar amount of dues of the Association (including the National
26 Education Association and the Washington Education Association) to be deducted in the
27 coming year under payroll deductions.
- 28
29 2. Dues deduction forms must be delivered to the Business Office within thirty (30) days from
30 the start of school, or within thirty (30) days of an individual's beginning date of
31 employment.
- 32
33 3. The deductions authorized by written authorization of the employee shall be made in equal
34 amounts for each month the employee is to receive a pay warrant. The District agrees to
35 remit directly to the Washington Education Association all monies so deducted,
36 accompanied by a list of employees from whom the deduction has been made. A duplicate
37 list shall be provided the Association as receipt for said transaction.
- 38
39 4. The District shall also allow authorized payroll deduction of dues for any political action
40 committee connected with WEA, NEA, or the Association. Authorizations and revocations
41 shall be made in accordance with the internal rules of any such committee(s) and in
42 accordance with legal requirements governing such authorized payroll deduction.
- 43
44 5. A regular dues authorization shall continue in effect from year to year unless a request of
45 revocation is submitted to the District and the Association, signed by the employee, and
46 received between August 1 and August 31 preceding the designated school year for which
47 revocation is to take effect.
- 48
49

1 **B. Representation Fees**

- 2
- 3 1. No employee will be required to join the Association; however, those employees who are
- 4 not Association members will have deducted from their salaries a representation fee as
- 5 determined by the Association. The District is authorized to deduct the required amount
- 6 from each monthly pay warrant. The amount of the representation fee will be determined
- 7 by the Association and communicated to the Business Office in writing no later than
- 8 August 25. The representation fee shall be regarded as fair compensation and
- 9 reimbursement to the Association for fulfilling its legal obligation to represent all members
- 10 of the bargaining unit. The representation fee shall not include dues required for
- 11 membership in any WEA, NEA, or Association Political Action Committee.
- 12
- 13 2. In the event that the representation fee is regarded by an employee as a violation of their
- 14 right to non-association, such bona fide objections must be submitted in writing to the
- 15 Association President. The matter will be resolved according to the provisions of RCW
- 16 41.56. In the event that the representation fee is regarded by an employee as in excess of
- 17 the costs to the Association for fulfilling its legal obligation to represent all members of
- 18 the bargaining unit, the employee may appeal the issue in writing to the Association
- 19 President. The matter will be resolved in accordance with the provisions of RCW 41.56.
- 20 In the event that the representation fee is regarded by an employee as in excess of the costs
- 21 to the Association for fulfilling its legal obligation to represent all members of the
- 22 bargaining unit, the employee may appeal the issue in writing in accordance with the
- 23 procedures provided by the Association or WEA.
- 24

25 **C Error in Deduction**

26

27 The Association agrees to reimburse any employee from whose pay dues or representation fees

28 were deducted, those sums in excess of the total amount due the Association at that time,

29 provided the Association or its affiliate actually received the excessive amount.

30

31 **Section 4.02: Leave in Connection with Employee Organization**

32

33 Upon request, the Board of Directors of Snohomish School District may grant to an employee a leave of

34 absence with substitute pay deduction, for the purpose of said employee's attendance at meetings of a

35 recognized employee organization and/or to attend negotiating sessions as a negotiator for the recognized

36 employee organization. Such arrangements shall be consistent with the orderly continuity of the District's

37 total educational program, and shall be subject to the approval of the Superintendent or his or her designee.

38

39 **Section 4.03: Association Rights**

40

41 **A. Access**

42

43 Duly authorized representatives of the Association shall be permitted to transact official

44 Association business on school property at all reasonable times provided that it does not interrupt

45 normal school operations or assigned duties. The Association will provide the District with a

46 current list of authorized Association representatives. Association representatives who are not

47 assigned to a particular school shall report to the Principal's office prior to contacting members in

48 said school.

49

1 **B. Equipment and Facilities Use**
2

3 The Association may use school office and library equipment normally available to teachers after
4 school hours, provided that such equipment shall not be removed from school property. The
5 building administrator's office will be notified prior to use of school equipment. The use shall be
6 for internal Association business. Materials produced on school equipment shall be limited to
7 internal Association communications. Expendable supplies, in connection with such equipment
8 use, will be furnished or paid for by the Association.
9

10 School facilities may be used for Association meetings at reasonable times during non-duty hours
11 provided that such meetings shall not interfere with the normal school operations.
12

13 The Association will give prior notice for any such activity or property use. Pursuant to RCW
14 28A.320.510, the District has the right to require a reasonable rental for the use of School District
15 facilities and equipment.
16

17 The Association shall be responsible for claims arising from accidents, theft, and loss or damage
18 resulting from the use of facilities and equipment.
19

20 **C. Membership Communication**
21

22 Inter-school mail facilities may be used for distribution of Association communications so long as
23 such communications are labeled as Association materials. Copies of such Association
24 communications will routinely be delivered to building Principals and the Superintendent.
25

26 Association use of the District electronic information system shall be in strict conformance with
27 District policies and procedures and applicable State and Federal Laws.
28

29 The Association may post notices of activities and matters of Association concern on designated
30 teacher bulletin boards, one (1) of which shall be provided in each faculty lounge; provided, that
31 such notices are labeled as Association materials.
32

33 The District shall provide, upon request of the Association President, the names, home addresses,
34 email addresses, phone numbers, job title, and District building location of all current members of
35 the extra-curricular bargaining unit represented by the Association.
36

37 **D. Suspension of Rights**
38

39 In the event of a strike, sit down, or slow down against the District the above granted rights and
40 privileges shall be suspended for the duration of such activities.
41

42 **ARTICLE 5.00**
43 **MISCELLANEOUS WORKING CONDITIONS**
44

45 **Section 5.01: Notices of Employment**
46

47 Not later than August 10, each building Athletic Director (or building administrator at a Middle School)
48 will notify Human Resource Services of those coaching positions to be offered for the subsequent school

1 year. Upon receipt of such notice, Human Resource Services will notify affected employees of coaching assignments.

3
4 **Section 5.02: Employee Protection**

5
6 The Board will provide employees insurance to pay for loss or damage to personal property of school employees engaged in the maintenance of order and discipline and the protection of school personnel and students. In addition, the Board will continue employees as additional named insured on the District's liability and errors and omissions insurance programs. The scope of protection will not exceed the coverage purchased by the District and the property thereof, when that is deemed necessary by such employees.

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12 In addition, the Board will continue employees as additional named insured on the District's liability and errors and omissions insurance programs. The scope of protection will not exceed the coverage purchased by the District, provided that should such coverage need to be decreased during the term of this Agreement, the District will first notify the Association so the matter can be discussed.

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17 The District will reimburse the employee for replacement of major items of approved personal property damaged beyond repair, destroyed or stolen, during the course of his/her regular employment, provided that such loss is not the result of the employee's failure to take reasonable preventative measures, that any personal property is necessary for the carrying out of the District's educational objectives, that the Principal has approved in writing the employee's utilization of his/her personal property to this endeavor, and further subject to the District's ability to obtain insurance for the same and to the provisions and limitations of said insurance.

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23
24 Reimbursements are subject to the following conditions:

- 25
26
27 A. There must be filed with the District's business officer within twenty (20) days after damage or loss, a notice of loss and a claim for reimbursement, approved by the employee's immediate supervisor.
- 28
29
30
31 B. Payment of claims* will be subject to the maximum reimbursement of \$500.00 and the deductible of \$100.00 per claim to be paid by the employee.

32
33
34 *Depreciation factors will be taken into consideration by the insurance company in settling any claims.

35
36
37 Whenever an employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, the employee will notify his/her supervisor. The employee shall be informed of his/her right to industrial insurance and workers' compensation as applicable.

38
39
40
41 If District selected head coaches, or in extraordinary circumstances their designees, are required to attend up to a half-day of training addressing safety and liability issues. This training will be scheduled prior to secondary coaching seasons. When such training is scheduled during the regular workday, coaches/advisors who are otherwise employees of the District will be provided release time. The District will determine which non-athletic advisors, if any, will be required to attend said training.

1 **Section 5.03:** **Due Process**

- 2
- 3 A. No employee will be disciplined (defined as a written warning or written reprimand) without just
4 cause. The grounds forming the basis for the discipline will be shared with the employee. Any
5 employee may request that a copy of any written warning/reprimand be sent to the Association.
6 Discipline shall be appropriate to the behavior which precipitates it.
7
- 8 B. An employee shall be entitled upon request to have Association representation during any
9 disciplinary proceedings. An employee shall have the right to have Association representation
10 present during investigatory interviews that could reasonably lead to discipline. Said Association
11 representation shall be limited to two (2) except that with prior notification to the District the
12 Association may add an additional representative.
13
- 14 C. Complaints against an employee not called to his/her attention cannot be used as a basis for, or as
15 evidence in, any disciplinary action.
16
- 17 D. No disciplinary action more than three (3) years old shall be applied toward future disciplinary
18 actions unless a similar offense was committed during the three (3) year period of time. If the same
19 offense was not committed in said three (3) year period, any documents in the employee's personnel
20 file related to the original disciplinary action shall be expunged and destroyed.
21
- 22 E. If the District has cause to believe that an employee(s) (or the District) has violated a rule(s),
23 bylaw(s), policy(ies) or procedure(s) of a governance authority (WESCO, WIAA, NWIAA), the
24 District shall notify the Association President and the affected employee(s) of said conclusion.
25

26 The findings will state what will be shared with the governing authority regarding the alleged
27 violation(s), the rule(s), bylaw(s), policy(ies) or procedure(s) believed to have been violated, and
28 will state the actions the District has already taken to remediate or address the alleged violation(s).
29

30 **Section 5.04:** **Head Coach Prerogative**

31

32 Each head coach shall have the authority to determine the following aspects of the athletic program for
33 which the head coach is responsible: team roster; participant playing time and position; procedures
34 regarding lettering and awards; coaching staff; practice plans and schedules; and competition strategies.
35 All decisions regarding said aspects of the athletic program shall be consistent with WIAA and league rules
36 and regulations and District policy and procedures. If there are areas of authority not enumerated above,
37 said head coach may bring such area(s) of concern to the Building Athletic Director. If the concern is not
38 resolved with the Building Athletic Director then the head coach may bring the area of concern to the
39 Building Principal.
40

41 **Section 5.05:** **Adding Assistant Coaching Positions**

- 42
- 43 1) Head coaches for football, wrestling, track, swim and cross country (i.e., "non-cut" athletics)
44 who believe an additional assistant(s) is needed must communicate the need and rationale in
45 writing to the Building Athletic Director. Should the request be made after a season has
46 started, posting requirements may be waived if a qualified individual is available and willing
47 to fill a paid assistant position. Requests and responses must be in writing.
48

- 1) Head coaches who believe an additional assistant is needed may use non-district general fund dollars (i.e., ASB reserve account, booster club funds) to hire additional assistants using hiring procedures consistent with this Agreement and District policy and practice. This does not preclude a position from being funded through a combination of District and non-District funds.

Section 5.06: Student Conduct and Employee Support

Student Standards and Consequence

- 1) A coach who develops a student conduct code setting standards/consequences more stringent than those in the School Board approved student conduct code for athletic activities must submit such student conduct code to the Building Athletic Director for approval. Said student conduct code must be submitted in writing at least ten (10) days prior to general distribution and shall be deemed approved as submitted unless a written response is received by the coach within five (5) days notifying the coach of areas of correction. Approved standards/consequences must be communicated with affected students and, if applicable, coaching staff.

- 2) An advisor for a performance activity who develops a student conduct code setting standards/consequences more stringent than those in the District approved student conduct code must submit such student conduct code to the advisor's Building Principal or Principal's designee for approval. Said student conduct code must be submitted in writing at least ten (10) days prior to general distribution and shall be deemed approved as submitted unless a written response is received by the advisor within five (5) days notifying the advisor of areas of correction. Approved standards/ consequences must be communicated with affected students and, if applicable, advisory staff.

- 3) Employee Support The District will support employees in the application of reasonable disciplinary measures to maintain and protect order and discipline and to protect the safety and well being of students and employees, provided that, such actions are consistent with applicable state law, District policies and building procedures and approved team standards related to student discipline.

Section 5.07: Voluntary Positions

Extra-curricular positions are voluntary.

Section 5.08: Personnel Records

A permanent personnel file for each employee shall be maintained in the personnel office in accordance with the following:

Each file shall contain pertinent documents and data, including, but not limited to, the employment application, in-service credits, notice of employment, evaluation reports, disciplinary actions and correspondence.

Employees may inspect their file at reasonable times. Upon request by the employee, the District shall prepare an inventory sheet to verify the file contents at the time it is inspected by the employee. A copy of

1 items from the personnel file will be available to the employee at no cost. Another person, at the employee's
2 request and with his/her permission, may be present at the review of the employee's file.

3
4 A copy of all material to be entered into the personnel file shall first be provided to the employee. Upon the
5 employee's request, derogatory material that has been in his/her personnel file for over three (3) years shall
6 be removed and destroyed if no related or similar matters have occurred in that period of time. An employee
7 shall have the right to attach his/her own response to any derogatory materials in his/her personnel file.

8
9 Principals or designee(s) may maintain an annual working file. The employee shall be able to inspect said
10 working file and make copies of any of its contents. At the end of the year its contents will either be
11 destroyed or transferred only to the permanent personnel file.

12
13 **Section 5.09: Non-Discrimination**

14
15 The District agrees to adhere to the obligations of law related to non-discrimination. Neither the District
16 nor the Association will unlawfully discriminate on the basis of race, creed, color, national origin, gender,
17 marital status, age, disability, sexual orientation/gender identity, or honorable discharged veteran or military
18 status.

19
20 **Section 5.10: Posting Open Positions**

21
22 New and vacant extra-curricular positions will be posted, or, as applicable, building staff will be given
23 notice prior to filling.

24
25 **Section 5.11: Determination of Positions to be Filled**

26
27 The decision as to which of the positions referred to in this Section to be filled will be left up to the
28 administration. The District and/or the appropriate building level administrator shall publish a list of extra-
29 curricular positions to be funded for each school year. Said list shall be available no later than the last
30 student day in September.

31
32 **Section 5.12: Adding Positions to Schedule**

33
34 New extra-curricular assignments shall be brought to the SEA-SSD Collaboration Team for determination
35 of appropriate bargaining unit and appropriate salary.

36
37 **Section 5:13 Performance Concerns (Coaches)**

- 38
39 A. The supervising building administrator and head coach, as applicable, will notify in writing an
40 employee of performance deficiencies of which he/she is aware, as soon as is practicable after
41 becoming aware of the deficiencies.
42
43 B. The employee shall be counseled on known performance deficiencies and provided an
44 opportunity to correct said deficiencies prior to the completion of the season of the sport he/she is
45 coaching, if possible.
46
47 C. When it is not possible to do so during the season, performance deficiencies that become known
48 after the season of the sport he/she is coaching will be communicated to the employee and the

1 employee will be provided an opportunity to correct said deficiencies if possible and practicable
2 to do so.

- 3
- 4 D. An employee who will not continue in his/her extra-curricular position as determined by the District
- 5 will receive written notice not later than thirty (30) days following the end of the WIAA season or
- 6 Middle School Season, whichever is applicable.
- 7
- 8 E. Nothing herein provides any guarantee of employment beyond the annual term established by the
- 9 Notice of Employment, nor requires the District to provide cause for not offering an employee an
- 10 extracurricular contract for the succeeding year.
- 11

12 **Section 5.14:** **Regularly Scheduled Volunteers**

- 13
- 14 A. Head coaches may elect to be assisted by a volunteer(s). The District will require that such
- 15 volunteers have a background check (including fingerprinting as deemed appropriate by the
- 16 District), meet WIAA requirements, meet clock-hour requirements, and have CPR/First Aid
- 17 Training.
- 18
- 19 B. Volunteers who are not District employees are not authorized to drive District vehicles or transport
- 20 students for any extra-curricular activities for which he/she volunteers.
- 21
- 22 C. Head coaches are responsible for monitoring the performance of volunteers. Concerns regarding
- 23 volunteer performance will be given to the District Athletic Director.
- 24

25 **ARTICLE 6.00**
26 **COMPENSATION**

27

28 **Section 6.01:** **Extra-curricular Schedule**

29

30 **A. Salary Schedules**

31 Stipends paid for supervision of extra-curricular activities are shown by Appendices A-1 and A-2.
32 Appendix A-1 is the athletic schedule for the 2015-2016, 2016-2017 and 2017-2018 school year.
33 Appendix A-2 is the non-athletic schedule for the 2015-2016, 2016-2017 and 2017-2018 school
34 year.
35

36

37 **B. Non-athletic Activities Additional Hours for Student Opportunities**

Comprehensive Middle School additional hours for non-athletic activities:		Comprehensive High School additional hours for non-athletic activities:	
2015-2016	200 hours each Comprehensive Middle School	2015-2016	100 hours each Comprehensive High School
2016-2017	300 hours each Comprehensive Middle School	2016-2017	200 hours each Comprehensive High School
2017-2018	400 hours each Comprehensive Middle School	2017-2018	300 hours each Comprehensive High School

These additional hours are available subject to the following:

- Hours will be allocated in blocks of time consistent with the Non-Athletic Extra Curricular Schedules (Appendix A-2), i.e., 20 hours, 35 hours, 50 hours, etc. Pay will be at the base hour rate for non-athletic activities.
- The award of a block of time for a non-athletic activity, including intramurals, is based on a written request submitted to the building activities coordinator. The request must describe the proposed activity, the estimated number of students to be served, and the amount of estimated time to deliver the activity.
- The allocation of blocks of time for an activity will be made by the building activities coordinator and the building principal.
- An approved activity will be for the current school year only; provided the activity advisor may apply for a subsequent year.

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C. General Provisions

1. Experience credit shall be granted in accordance with the schedules based on the following:
 - a. For coaching positions: Experience in the same sports shall be recognized for secondary school or higher level coaching experience;
 - b. For non-coaching positions: Experience shall be recognized for advising a similar activity in the K-12 school setting.
2. The following provisions relate to the maximum hours and hourly rates shown on the schedules:
 - a. The total stipend shall be guaranteed regardless of the hours worked so long as the basic responsibilities of the position are fulfilled.
 - b. The hours shown on the schedule are to be considered maximum hours for the position.
 - c. Employees who hold only classified positions with the District, including an extra-curricular position, may be eligible for overtime under the Fair Labor Standards Act and any applicable collective bargaining agreement. (As of the date of this agreement, it is understood that employees holding regular certificated positions with the District are not eligible for overtime under said act.)
 - d. Employees potentially eligible for overtime may not work additional hours beyond the maximum shown without approval of the appropriate supervisor. Employees eligible for overtime pay beyond the total stipend shown by the schedule shall not be paid such overtime unless appropriate time records have been maintained as required by District procedures.

1 e. If an employee becomes eligible for overtime, hours worked in their extra-
2 curricular position that are covered by overtime shall be paid at 1.5 times their
3 hourly rate based on their placement on the appropriate schedule.
4

5 3. For athletic assignments and for football and basketball cheer, compensation for extended
6 seasons due to playoffs shall be determined on the basis of 1/13th of the stipend for each
7 week of the extended season. The maximum hours shown on the schedule shall be
8 increased by an additional 1/12th for each such week. An extended season playoff event
9 will be any approved event that occurs after the competitive event (tournament) in which
10 all student athletes participate for the purpose of determining which athletes will earn the
11 right to advance through competitive elimination to compete in playoff events.
12

13 4. One (1) extra-curricular position shall not be split between two (2) or more individuals
14 without their consent.
15

16 5. Extra-curricular activities are those which are performed in addition to the basic program
17 and require additional time of staff. Activities on the extra-curricular schedule which are
18 performed during the course of the regular teachers' workday will not be eligible for
19 funding unless they require additional time commensurate with extra-curricular activities
20 conducted outside the workday.
21

22 **Section 6.02: Payment**
23

24 A. Non-certificated employees may elect to be paid in equal monthly installments over the period of
25 their extra-curricular assignment(s), or in a lump sum at the conclusion of their extra-curricular
26 assignment(s), or in equal monthly installments from the beginning of the season through the
27 following August. Effective 2016-2017, non-certificated employees will be paid in equal
28 installments over the period of their extra-curricular assignment(s).
29

30 B. Certificated employees may elect any of the options above or may elect to be paid in twelve, equal
31 monthly installments (September through the following August) or in equal installments over the
32 period of such employee's certificated contract.
33

34 C. Casual employees will be paid in equal installments over the period of their extra-curricular
35 assignment(s).
36

37 D. In the event of an error or under or overpayment the District and the employee will work out a
38 reasonable time for repayment.
39

40 D. Employees leaving the employment of the District will be paid the balance owed on their contract
41 on the pay period which immediately follows the payroll cut-off date which occurs after the
42 termination date.
43

44 **Section 6.03: Professional Growth**
45

46 A. Professional Dues: The District will pay the annual dues to maintain membership of all
47 coaches in the Washington State Coaches Association.
48

- 1 B. Professional Growth Reimbursement: Each coach covered by this Agreement shall be eligible to
2 receive up to a \$165.00 reimbursement for costs connected with any of the following:
3
4 1. In-service costs related to coaching;
5 2. Attendance at coaching clinics;
6 3. Purchase of resource materials; and
7 4. Up to six (6) hours for 7th and 8th grade coaches to attend (as an active observer and
8 participant) the high school level sport's practices or events. The hourly rate would be
9 equal to one-sixth of the reimbursement allowance referred to in B, above.

10
11 In lieu of the reimbursement amounts specified above, when a substitute is used, e.g. for a coach to
12 attend a clinic, the full costs of the substitute shall be paid by the District even if it exceeds the
13 \$165.00.

- 14
15 C. Unused Funds to ASB: All unused Professional Growth funds shall be redirected to ASB accounts
16 the following school year for student activities and extra-curricular opportunities as follows: 30%
17 each comprehensive high school and 20% each comprehensive middle school. Funds allocated to
18 a position will be at the base hourly athletic or non athletic rate as appropriate.

19
20 *Stipend amounts shall be consistent with the pay schedules contained in this Agreement [Appendix*
21 *A1 and Appendix A2].*

22
23 **Section 6.04: Travel**

- 24
25 A. When authorized or required by their supervisor, employees utilizing their private automobile to
26 travel on business related to their extra-curricular position shall be compensated at the District
27 approved mileage rate.
28
29 B. Head coaches and any of the head coaches' assistants (which may include, with the Head Coaches'
30 approval, 9th grade head coaches for the sport involved) shall be allowed to travel with that team
31 when such team is competing in an event that occurs after the WIAA-defined regular season for
32 the sport has ended. In the case of individual athletic competition, e.g., track, golf, tennis and water
33 sports, the team's head coach and at least one assistant shall be considered eligible for travel. The
34 team's head coach and the Athletic Director will determine any additional assistant coaches'
35 eligibility for travel. If the head coach and Athletic Director cannot agree, the issue of eligibility
36 will be decided by the Athletic Director's supervisor.
37
38 C. Gender Specific Chaperones: The building Athletic Director will support coaches in securing and
39 funding gender specific chaperones for overnight athletic and programmatically mandatory
40 events.
41
42 D. An unplanned travel expenditure resulting from the cancellation of a scheduled District bus may
43 be referred to the Athletic Director or building Principal for resolution. The decision of the Athletic
44 Director or building Principal may be appealed to the Assistant Superintendent.
45
46
47
48
49

**ARTICLE 7.00
GRIEVANCE PROCEDURE**

Section 7.01: Purpose

The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances shall be scheduled at mutually agreeable times.

Section 7.02: Definitions

- A. A "grievant" shall mean an employee or the Association filing a grievance.
- B. A "grievance" shall mean a claim by a grievant that a dispute or disagreement exists involving the violation, interpretation, or application of the terms of this/her Agreement.
- C. "Days" shall mean Monday through Friday and exclude weekends, holidays, and the winter and spring breaks.

Section 7.03: Timelines

- A. Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this/her procedure may be extended only by mutual agreement.
- B. If the stipulated time limits are not met by the District at one (1) level, the grievant shall have the right to appeal the grievance to the next level of the procedure.
- C. Failure by the grievant (employee or Association) to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

Section 7.04: Rights to Representation

- A. A grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by Association representation selected by the Association. Said Association representation shall be limited to two (2) except that with prior notification to the District the Association may add an additional representative. 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, and to receive the same written responses provided to the grievant.
- B. 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 2. 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.
- C. Class grievances involving more than one (1) supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.

1 D. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at
2 Step 2.
3

4 **Section 7.05: Procedure**
5

6 **A. Step 1 -- Immediate Supervisor**
7

8 If the grievance is not resolved informally, then within twenty (20) days that the act or condition
9 which is the basis of the complaint is discovered or reasonably should have been discovered, the
10 grievant may present the grievance in writing to the immediately involved supervisor, who will
11 arrange for a meeting to take place within five (5) days after receipt of the grievance (Appendix B).
12 The supervisor shall provide the aggrieved party and the Association with a written answer to the
13 grievance within five (5) days after the meeting. Such answer shall include the reasons upon which
14 the decision was based (Appendix C).
15

16 **B. Step 2 --- Superintendent**
17

18 If the grievance is not settled at Step 1, then the grievant may within five (5) days after the decision
19 by the immediate supervisor or fifteen (15) days after the initial presentation of the grievance,
20 whichever is sooner, refer the grievance to the Superintendent or his/her official designee. The
21 Superintendent shall arrange for a hearing with the grievant and/or the Association to take place
22 within five (5) days of his/her receipt of the appeal. The parties of interest shall have the right
23 to include in the hearing such witnesses and counselors as they deem necessary to develop facts
24 pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five (5)
25 days to provide his/her written decision, together with the reasons for the decision to the
26 Association and grievant(s) (Appendix D).
27

28 **C. Step 3 --- Arbitration**
29

30 If no settlement is reached at Step 2, the Association may request that the matter be submitted to
31 an arbiter as hereinafter provided:
32

- 33 1. Written notice (Appendix E) of a request for arbitration shall be made to the Superintendent
34 within fifteen (15) days of receipt of the Step 2 decision or within twenty-five (25) days
35 after receipt of the grievance by the Superintendent, whichever is sooner.
36
- 37 2. The arbitrator shall be selected by the American Arbitration Association in accord with its
38 Voluntary Labor Arbitration Rules which shall likewise govern the arbitration proceeding
39 except a request for a list of fifteen (15) potential arbitrators will be made, and provided
40 further the Association shall have the option of having the arbitrator selected through the
41 Federal Mediation and Conciliation Service (FMCS). If the latter is chosen the request to
42 FMCS will include a request for a list of at least fifteen (15) arbitrators. From the list,
43 whether from AAA or FMCS, each party will separately strike unacceptable arbitrators and
44 rank the remaining in order of preference. The highest ranking common arbitrator
45 remaining on the list shall be selected. If there is no common arbitrator after the striking
46 and ranking process, an additional list will be requested from the applicable agency.
47
- 48 3. The arbitrator shall be without power or authority to add to, subtract from, or alter from
49 any of the terms of this Agreement. The arbitrator shall have no power or authority to rule

1 on the termination of services or failure to reemploy any employee to a position on a
2 supplemental contract, nor on any matter involving discrimination. The decision of the
3 arbitrator, when provided in accordance with the foregoing, shall be final and binding upon
4 both parties.
5

6 4. The cost for the services of the arbitrator, including per diem expenses, if any, and his/her
7 travel and subsistence expenses and the cost of any hearing room, will be borne equally by
8 the Board and the Association; all other costs will be borne by the party incurring them.
9

10 5. By mutual agreement, the Association and the District may agree to utilize grievance
11 mediation pending an arbitration hearing. Also by mutual agreement, the Association and
12 District may agree to utilize the rules for expedited arbitration of the American Arbitration
13 Association.
14

15 **D. No Reprisals**

16
17 No reprisals of any kind will be taken by the Board or the administration against any employee
18 because of his/her participation in any grievance.
19

20 **E. Release Time**

21
22 Should the investigation or processing of any grievance require that an employee(s) or an
23 Association representative(s) be released from his/her regular assignment, upon request of the
24 Association, he/she shall be released without loss of pay or benefits
25

26 **F. Grievance Forms**

27
28 Forms for filing and processing grievances shall be provided by the District and available in each
29 building in the District.
30

31 **G. Continuity of Grievance**

32
33 Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may
34 be continued through the grievance procedure until resolution.
35

36 **H. Personnel Files**

37
38 Grievances and records dealing with the grievance shall be filed separately from the personnel files
39 of the participants.
40

41 **ARTICLE 8.00**
42 **NO STRIKE --- NO LOCKOUT**
43

44 During the life of this Agreement, the Association will not cause or permit its members to cause or take
45 part in any strike, work stoppage or slowdown, or any curtailment of, or interference with, the activities and
46 operations of the District.
47

48 The parties recognize that during the period of this Agreement, there shall not be authorized, allowed or
49 recognized any lockout of the employees by the Board or the District's management personnel.

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ARTICLE 9.00
TERM OF AGREEMENT

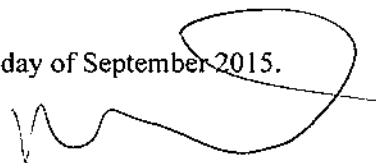
This Agreement shall be effective beginning September 1, 2015 and shall remain in full force and effect through August 31, 2018.

The parties hereto have signed this Agreement this

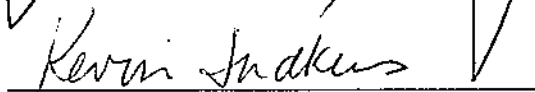
day of September 2015.



Snohomish Education Association President



Snohomish School District



Snohomish Education Association Chair
Extra-curricular Bargaining Unit

12/1/2015
Date

12/1/2015
Date

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Appendix A-1

Athletic Extra Curricular Schedule 2015-2018

This schedule for 2015-2018 is applicable only to those employees “grandfathered” as a result of the Athletic Extra Curricular Schedule restructure. The District will annually notify such “grandfathered” employees of their placement on this schedule.

	Group A 340 hrs	Group B 320 hrs.	Group C 300 hrs.	Group D 280 hrs.	Group E 260 hrs.	Group F 240 hrs.	Group G 220 hrs.	Group H 200 hrs.
0 yrs.	6,080	5,473	4,244	3,647	3,343	3,038	2,734	2,127
1-4 yrs.	6,380	5,773	4,557	3,952	3,657	3,343	3,038	2,430
5-9 yrs.	6,685	6,077	4,862	4,254	3,952	3,647	3,343	2,734
10-14 yrs.	6,988	6,381	5,168	4,557	4,254	3,952	3,647	3,038
15-19 yrs.	7,293	6,685	5,473	4,862	4,557	4,254	3,952	3,343
20-24 yrs.	7,599	6,990	5,773	5,168	4,862	4,557	4,254	3,647
25-29 yrs.	7,901	7,294	6,077	5,473	5,168	4,862	4,557	3,952
30 + yrs.	8,205	7,599	6,381	5,773	5,473	5,168	4,862	4,254
	Head Coaches For Following	Head Coaches For Following	Head Coaches For Following	Head Coaches For Following	Head Coaches For Following	Head Coaches For Following	Head Coaches For Following	Head Coaches For Following
	HS Football	HS Basketball HS Wrestling HS Track (if head Coach responsible for the boys & girls program)	HS Soccer HS Volleyball HS Golf HS Tennis HS Cross Country HS Baseball HS Softball HS Track (if responsible for the boys or girls program) HS Swimming	All Ninth Grade Sports			All Middle School Sports	

	Assistant Coaches For Following	Assistant Coaches For Following	Assistant Coaches For Following	Assistant Coaches For Following	Assistant Coaches For Following	Assistant Coaches For Following	Assistant Coaches For Following
	HS Football	HS Basketball HS Wrestling	HS Soccer HS Volleyball HS Golf HS Tennis HS Cross Country HS Baseball HS Softball HS Track HS Swimming	All Ninth Grade Sports		All Middle School Sports	

1 (a) Per Season
2 (b) Per Semester

3 **Note:** Some positions may receive an additional amount for extended seasons per Section 6.01 paragraphs B 3 and B 6 of the Collective Bargaining
4 Agreement.
5

Non-Athletic Extra Curricular Schedule 2015-2018

This 2015-2018 Non-Athletic Extra Curricular Schedule is applicable only to nine (9) employees "grandfathered" as a result of a the restructure of the non-athletic salary schedule. The District will annually notify such "grandfathered" employees of their placement on this schedule.

	Group A 320 hrs.	Group B 300 hrs.	Group C 280 hrs.	Group D 260 hrs.	Group E 240 hrs.	Group F 220 hrs.	Group G 200 hrs.
0-3yrs.	4,782	2,952	2,067	1,475	1,179	591	296
4-9 yrs.	5,018	3,245	2,361	1,770	1,475	886	443
10 + yrs.	5,311	3,541	2,656	2,067	1,770	1,179	591
	Secondary Positions	Secondary Positions	Secondary Positions	Secondary Positions	Secondary Positions (a)	Secondary Positions	Secondary Positions
	MS Annual Sr. Class Adv. Cheer (b)	Ass't Sr. Class Adv Chess Team Dance & Drill Team HiQ MS Journalism	Foreign Exch. Club Freshman Class Adv. FPS--National (after school club) Jr. Class Adv. MS Honor Society MS ASB Adv. MS Drama Peer Mediation Soph. Class Adv. Technology Support Testing Coordinator (1000+)* Weight Training (a) Within Reach	Intramurals (a) Testing Coordinator *(700-999))	Computer Club Curriculum Fairs Foreign Language Club FPS--State Competition (after school club) Panther Pals (b) Testing Coordinator *(400-699)	Testing Coordinator *(100-399)	

	Elementary Positions	Elementary Positions	Elementary Positions	Elementary Positions	Elementary Positions	Elementary Positions	Elementary Positions	Elementary Positions	Elementary Positions
					FPS – National (after school club) Technology Support		Safety Patrol		FPS-State Competition (after school club) Panther Pals Student Council

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Athletic Extra Curricular Schedule 2015-2016

Exp.	Position	Hourly Rate	Group A 340 hours	Group B 320 hours	Group C 260 hours	Group D 140 hours
0-4	HEAD	\$20.25	6,885	6,480	5,265	2,835
	ASST	\$14.18	4,820	4,536	3,686	1,985
5-9	HEAD	\$21.47	7,298	6,869	5,581	3,005
	ASST	\$15.03	5,109	4,808	3,907	2,104
10-14	HEAD	\$22.75	7,736	7,281	5,916	3,185
	ASST	\$15.93	5,415	5,097	4,141	2,230
15+	HEAD	\$24.12	8,200	7,718	6,271	3,377
	ASST	\$16.88	5,740	5,402	4,389	2,364
			FOOTBALL	WRESTLING BASKETBALL TRACK	TENNIS CROSS COUNTRY SWIMMING SOCCER GOLF VOLLEYBALL BASEBALL FASTPITCH	MS SPORTS

Head coach hourly rate increases by 6% each longevity step

Assistant coach hourly rate is 70% of head coach rate in each longevity step

5
6

Athletic Extra Curricular Schedule 2016-2017

Exp.	Position	Hourly Rate	Group A 340 hours	Group B 320 hours	Group C 260 hours	Group D 140 hours
0-4	HEAD	\$20.75	7,055	6,640	5,395	2,905
	ASST	\$14.53	4,939	4,648	3,777	2,034
5-9	HEAD	\$22.00	7,478	7,038	5,719	3,079
	ASST	\$15.40	5,235	4,927	4,003	2,156
10-14	HEAD	\$23.31	7,927	7,461	6,062	3,264
	ASST	\$16.32	5,549	5,222	4,243	2,285
15+	HEAD	\$24.71	8,403	7,908	6,426	3,460
	ASST	\$17.30	5,882	5,536	4,498	2,422
			FOOTBALL	WRESTLING BASKETBALL TRACK	TENNIS CROSS COUNTRY SWIMMING SOCCER GOLF VOLLEYBALL BASEBALL FASTPITCH	MS SPORTS

Head coach hourly rate increases by 6% each longevity step

Assistant coach hourly rate is 70% of head coach rate in each longevity step

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Athletic Extra Curricular Schedule 2017-2018

Exp.	Position	Hrly Rate	Group A 340 hours	Group B 320 hours	Group C 260 hours	Group D 140 hours
0-4	HEAD	\$21.00	7,140	6,720	5,460	2,940
	ASST	\$14.70	4,998	4,704	3,822	2,058
5-9	HEAD	\$22.26	7,568	7,123	5,788	3,116
	ASST	\$15.58	5,298	4,986	4,051	2,181
10-14	HEAD	\$23.60	8,023	7,551	6,135	3,303
	ASST	\$16.52	5,616	5,285	4,294	2,312
15+	HEAD	\$25.01	8,504	8,004	6,503	3,502
	ASST	\$17.51	5,953	5,603	4,552	2,451
			FOOTBALL	WRESTLING BASKETBALL TRACK	TENNIS CROSS COUNTRY SWIMMING SOCCER GOLF VOLLEYBALL BASEBALL FASTPITCH	MS SPORTS

Head coach hourly rate increases by 6% each longevity step
Assistant coach hourly rate is 70% of head coach rate in each longevity step

5

Non-Athletic Extra Curricular Schedule 2015-2016

Group	K	J	I	H	G	F	E	D	C	B	A
Hours	170	155	140	125	110	95	80	65	50	35	20
0-3 yrs	\$2,805	\$2,558	\$2,310	\$2,063	\$1,815	\$1,568	\$1,320	\$1,073	\$825	\$578	\$330
4+ yrs	\$3,366	\$3,069	\$2,772	\$2,475	\$2,178	\$1,881	\$1,584	\$1,287	\$990	\$693	\$396
	Annual (MS)	Robotics (HS) Senior Class Advisor		Cheer* Dance Junior Class		ASB (MS) Freshman Class Advisor Grizzly Cubs (HS) Link Crew**** Panther Pals (HS) Safety Patrol Science Olympiad Sophomore Class Wt Room**		Night of the Arts	Grizzly Cubs (elem) Panther Pals (elem)	FPS (State)	Test Coord (elem)***

* Cheer: 3 seasons (fall, winter, spring)

** Weight Room: 4 seasons (fall, winter, spring, summer)

*** Test Coordinator Elementary: One (1) position per 400 students, two (2) positions for 400 and more elementary students tested

****Link Crew: 2 positions per high school per the current practice

Hourly rate: 4+ yrs experience is 0-3 yrs + 20%

Non-Athletic Extra Curricular Schedule 2016-2017

	Group	K	J	I	H	G	F	E	D	C	B	A
	Hours	170	155	140	125	110	95	80	65	50	35	20
0-3 yrs	\$17.00	\$2,890	\$2,635	\$2,380	\$2,125	\$1,870	\$1,615	\$1,360	\$1,105	\$850	\$595	\$340
4+ yrs	\$20.40	\$3,468	\$3,162	\$2,856	\$2,550	\$2,244	\$1,938	\$1,632	\$1,326	\$1,020	\$714	\$408
		Annual (MS)	Robotics (HS) Senior Class Advisor		Cheer* Dance Junior Class		ASB (MS) Freshman Class Advisor Grizzly Cubs (HS) Link Crew**** Panther Pals (HS) Safety Patrol Science Olympiad Sophomore Class Wt. Room**		Night of the Arts	Grizzly Cubs (elem) Panther Pals (elem)	FPS (State)	Test Coord (elem)***

* Cheer: 3 seasons (fall, winter, spring)
 ** Weight Room: 4 seasons (fall, winter, spring, summer)
 *** Test Coordinator Elementary: One (1) position per 400 students, two (2) positions for 400 and more elementary students tested
 ****Link Crew: 2 positions per high school per the current practice
 Hourly rate: 4+ yrs experience is 0-3 yrs + 20%

Non-Athletic Extra Curricular Schedule 2017-2018

Group	K	J	I	H	G	F	E	D	C	B	A
Hours	170	155	140	125	110	95	80	65	50	35	20
0-3 yrs	\$17.25	\$2,933	\$2,674	\$2,415	\$1,898	\$1,639	\$1,380	\$1,121	\$863	\$604	\$345
4+ yrs	\$20.70	\$3,519	\$3,209	\$2,588	\$2,277	\$1,967	\$1,656	\$1,346	\$1,035	\$725	\$414
	Annual (MS)	Robotics (HS) Senior Class Advisor		Cheer* Dance Junior Class		ASB (MS) Freshman Class Advisor Grizzly Cubs (HS) Link Crew**** Panther Pals (HS) Safety Patrol Science Olympiad Sophomore Class Wt Room**		Night of the Arts	Grizzly Cubs (elem) Panther Pals (elem)	FPS (State)	Test Coord (elem)***

* Cheer: 3 seasons (fall, winter, spring)

** Weight Room: 4 seasons (fall, winter, spring, summer)

*** Test Coordinator Elementary: One (1) position per 400 students, two (2) positions for 400 and more elementary students tested

****Link Crew: 2 positions per high school per the current practice

Hourly rate: 4+ yrs experience is 0-3 yrs + 20%

COMPLAINT BY THE AGGRIEVED

Type or Print:

Aggrieved Person: _____ Date of Presentation _____

Home Address of Aggrieved Person: _____

Telephone: _____

School: _____ Immediate Supervisor: _____

Years in School System: _____ Subject Area or Grade: _____

Association Representative: _____

STATEMENT OF GRIEVANCE:

SPECIFIC ARTICLE & SECTION OF AGREEMENT ALLEGEDLY VIOLATED:

RELIEF SOUGHT:

Signature of Aggrieved

DISTRIBUTION OF FORM:

- Immediate Supervisor
- Association
- Grievant

DECISION OF IMMEDIATE SUPERVISOR

Aggrieved Person: _____ Date of Meeting: _____

School: _____ School Principal/Immediate Supervisor: _____

DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR AND REASONS THEREFORE:

Date of Decision: _____

Signature of Immediate Supervisor

AGGRIEVED PERSON'S RESPONSE:

_____ I accept the above decision.

_____ I hereby refer the above decision to the Superintendent for decision.

Date of Response: _____

Signature of Aggrieved

DISTRIBUTION OF FORM:

- Association
- Grievant
- Superintendent

DECISION BY SUPERINTENDENT

Aggrieved Person: _____ Date of Oral Presentation: _____

Date of Appeal Received by Superintendent: _____

Date of Hearing Held by Superintendent: _____

DECISION OF SUPERINTENDENT AND REASONS THEREFORE:

Date of Decision: _____
Signature of Superintendent

AGGRIEVED PERSON'S RESPONSE:

_____ I accept the above decision by the Superintendent.

_____ I hereby submit this grievance to arbitration.

Date of Response: _____

Signature of Aggrieved

DISTRIBUTION OF FORM:

- Association
- Superintendent
- Grievant

DETERMINATION REGARDING ARBITRATION

Aggrieved Person: _____ Date of Presentation: _____

Association President: _____

Date Request Received for Arbitration: _____

DETERMINATION OF ASSOCIATION:

- THE ASSOCIATION, THROUGH ITS DESIGNATED BODIES, HAS DETERMINED NOT TO SUBMIT THIS GRIEVANCE TO ARBITRATION.**

- THE ASSOCIATION, THROUGH ITS DESIGNATED BODIES, HAS DETERMINED TO SUBMIT THIS GRIEVANCE TO ARBITRATION.**

Date of Determination: _____

Signature of Association President