



COLLECTIVE BARGAINING AGREEMENT

between

YAKIMA COACHES/ACTIVITIES ASSOCIATION

and

YAKIMA SCHOOL DISTRICT NO. 7

Yakima, Washington

September 1, 2022 to August 31, 2025

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PREAMBLE

This Agreement is by, and between, the Yakima School District and the Yakima Coaches/Activities Association. It has been negotiated pursuant to RCW.41.56.

ARTICLE I. ADMINISTRATION

Definition of Terms

1. The term "**District**" shall mean the Yakima School District No. 07, Yakima, Yakima County, Washington.
2. The term "**Board**" shall mean the Board of Directors of the District.
3. The term "**Association**" shall mean the Yakima Coaches/Activities Association.
4. The term "**Parties**" shall mean the District and the Yakima Coaches/Activities Association.
5. The term "**Agreement**" shall mean this collective bargaining agreement.
6. The term "**Employee**" shall mean any member of the bargaining unit as set out in this Agreement.
7. The term "**Superintendent**" shall mean the chief administrative officer of the District or his/her designee.
8. The term "**President**" shall mean the President of the Yakima Coaches/Activities Association or his/her designee.
9. The term "**Supplemental Contract**" shall mean that contract issued and signed for extracurricular, special and supplemental assignments and shall be in accordance with current statutory provisions.
10. The term "**RCW**" shall mean the Revised Code of Washington.
11. The term "**WAC**" shall mean the Washington Administrative Code.
12. The term "**PERC**" shall mean the Washington State Public Employee Relations Commission.
13. The term "**WIAA**" shall mean Washington Interscholastic Activities Association.
14. The term "**Vacancy**" shall mean a position that has been permanently vacated (i.e.: resignation, termination) or newly created.
15. The term "**YCAA**" shall mean the Yakima Coaches/Activities Association.
16. The term "**WSCA**" shall mean the Washington State Coaches Association.

17. The term "**Regular Season**" shall mean competition that is guaranteed, i.e., all teams in the league qualify for competition.
18. The term "**End of Season**" shall mean the last day of state competition.
19. The term "**Intramural**" shall mean competition within only the student body.
20. The term "**Weeks**" shall mean... High School shall be 5-6 (five-six) days... Middle School shall be five (5) days depending upon the Mid-Valley league approval, and depending on the sport may include a sixth (6) day.
21. The term "**Days**" shall mean business day of the District, except during Winter Break and Spring Break.
22. The term "**Post Season**" shall mean competition (athletic/activity) that is not guaranteed, i.e., not all teams in the league qualify for competition. District, Regional, and State competitions are defined as post-season for baseball/fastpitch, basketball, bowling, football, golf, soccer, track, and volleyball. Regionals and State are defined as post-season for boys'/girls' cross country, boys'/girls' swimming & diving, boys'/girls' tennis, and wrestling.
23. The President of the Association, or his/her designee, shall be provided an updated list of the bargaining unit, along with the contact information i.e., name, position, phone number (email address for those employees of the bargaining unit) upon request. The district shall have a reasonable time to complete the data transfer once the president makes the request.

Recognition

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all employees in athletic/activity positions in the Yakima School District for which no certification is required excluding casual employees, substitutes, confidential employees, supervisors and all other employees of the employer.

The Board will not negotiate with or recognize any employee organization other than the Association during the duration of this Agreement.

Status of Agreement

Sole Agreement: This shall be the sole Agreement between the parties regarding wages, hours, and terms and conditions of employment. It shall supersede any rules, regulations, policies, resolutions or practices of the District, which shall be contrary to, or inconsistent with its terms.

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 the Agreement to any employee, or groups of employees, shall be found contrary to law by a court or administrative agency of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law. All other provisions or applications of the Agreement shall continue in full force and effect.

If any provision of this Agreement is held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

Coaches' Supplemental Assignment Contract

Each athletic/activity contract assignment shall be contracted individually between the employee and the District consistent with the terms and conditions of this Agreement and shall be subject to and consistent with law pursuant to RCW 28A.405.240. No contract shall exceed duration of one (1) year. No employee shall have tenure for any assignment.

Contracts will be sent out by dates below to employees:

High School Fall Season	August 15 th
High School Winter	October 1 st
High School Spring	January 15 th
Middle School Fall	August 15 th
Middle School Winter 1	October 1 st
Middle School Winter 2	January 2 nd
Middle School Spring	March 1 st
Activities	August 15 th

Assignments shall be subject to annual review and evaluation within thirty (30) days after the last varsity contest of that sport.

Employees will be notified of their contract status for the next contract period by the building administrator/designee assigned to athletics within ten (10) days of such determination by the district and not later than the last day of school for fall and winter sports and no later than June 30 for spring sports. Upon request, an employee shall receive written notice of the reason for the contract not being offered for the next contract period.

In the event a new head coach is hired, the assistant coaches may or may not be offered a coaching contract for the upcoming season.

Cancellation and Pro-ration of Salary

Whenever student turn-out of an activity does not provide enough students for competition or reasonable activity participation, the contract may be cancelled and the instructor (coach's) salary will be pro-rated for the number of days worked and the activity discontinued.

Situations with low student turnout will be reviewed for safety factors, ability to compete equitably and reasonable student experiences as determining factors as to cancellation. After consultation with the parties involved, the Superintendent's designee shall determine cancellation of contracts and activities.

Upon resignation or termination of an employee, the employee's salary will be prorated based on the number of days worked in the assignment.

Distribution of Agreement

Following ratification of this Agreement and approval by the Board, the bargaining teams shall prepare a camera-ready copy of the Agreement for mutual review and editing. After editing, the District shall print the Agreement. The Association will distribute copies of the Agreement to the employees. The District will distribute copies to newly hired employees.

The Agreement will also be available on the District website.

ARTICLE II. BUSINESS

Management Rights

The management of the business of the District and the direction and assignment of all employees are the right and responsibility of the Board, except as otherwise provided in this Agreement.

In the exercise of its rights of management, the District, through its Board, shall have the right to amend existing policies, operational procedures, rules and regulations and to adopt new policies, operational procedures, rules and regulations necessary for the proper conduct of the business of the District, provided that the same are not in conflict with express provisions of this Agreement related to wages, hours, terms and conditions of employment and employee benefits.

Association Rights

Use of School Buildings: The Association may use the District buildings for the purpose of meetings and transacting Association business in accordance with established Board policy provided that such meetings and business shall not interfere with District educational programs. All such meetings shall be held outside the regular teacher work day, except with administration approval.

Use of District Bulletin Boards: The Association shall have the right to post notices on District bulletin boards to be provided by the District in each lounge, lunchroom and other locations in each building in which employees are assigned.

School District Budget and Financial Reporting: The District shall make available to the Association information concerning the District Financial Report, which are public.

Meeting with Superintendent and/or designee: The Association's representatives may meet with the Superintendent and/or designee from time to time during the school year to review and discuss current school problems and practices, and the administration of this contract.

Dues Deduction

The District may deduct from the wages of each employee ten dollars (\$10) annually for dues required for representation in the Association. The District shall forward the sum deducted as directed by the Association and in accordance with the District disbursement procedures.

ARTICLE III. EMPLOYEE RIGHTS

Non-Discrimination Clause

The Parties agree that the provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or the presence of any sensory, mental or physical disability, except as required in accordance with this Agreement, or as otherwise provided by law.

Postings/Selection

The Yakima School District is an equal opportunity employer, and the policy for hiring of athletic/activity employees in the Yakima School District is as follows:

Open Position Postings: When vacancies occur, the administrator notifies Human Resources of the vacancy. A position announcement is posted on the district web site and on the job line. All district employees have an opportunity to apply for the open positions. High School positions are open for a minimum period of two weeks [ten (10) work days]. Middle school positions are open for a minimum period of five (5) days. Any reduction in the number of days that the position is open less than two weeks must be made by mutual agreement with the Association President/Designee, Athletic Director/Designee and Assistant Superintendent for Human Resources/Designee.

Selection Process: At the close of the position, the principal/designee selects a committee for the interview process and candidates for the interview are selected from the applicant pool. At the conclusion of the interview a candidate is recommended for a position and a recommendation is made to the Human Resources Department for approval. The Human Resources Department has the final approval in the appointment of all district positions. Once the Human Resources Department has approved the candidate for the position, the principal/designee notifies all the candidates of the selection and announces the appointment.

Employee Protection

District Insurance: The District shall provide such insurance for the protection of employees as is required by RCW 48.62.

Threats: Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify his/her immediate supervisor and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the District in cooperation with the employee to provide for the employee's safety. Steps may include notifying law enforcement, providing legal counsel and/or other earnest efforts. Precautionary measures for the employee's safety shall be reported to the employee and the President by the immediate supervisor at the earliest possible time.

On-The Job Injury: The District agrees to abide by all State and Federal laws pertaining to on-the-job injuries.

Due Process

Just Cause: No employee shall be disciplined without cause. The District agrees to follow a policy of disciplinary action which is appropriate to the behavior which precipitates said action.

Association Representation: Employees shall be entitled to Association representation at any hearing, meeting or conference involving the employee regarding disciplinary actions or the investigation thereof at which the employee is present. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. In the event a disciplinary action is to be taken, the employee shall be advised of the right to representation in writing, under this provision, prior to the action being taken. There shall be no undue delays in this process.

Privacy and Confidentiality: Any criticism of an employee by any agent of the District and all disciplinary actions shall be made in private and in confidence and never in the presence of students, parents, other employees, or at public gatherings.

Complaints Against Employees: Any formal complaint against any employee that may lead to disciplinary action shall be in writing and promptly called to the attention of the employee. Any serious charge against an employee by a parent, student, or other person, which if proven true would be basis for discipline, shall be called to the attention of the employee within ten (10) school days after such notification is made to an administrator. Any complaint not called to the attention of the employee within these ten (10) school days may not be used as a basis for disciplinary action against the employee. Prior to any disciplinary proceeding, or action, the employee shall have the right to confer with the appropriate administrative officer and present his/her position. No complaint against an employee may be used in a disciplinary action against that employee unless the complaint was discussed with the employee and an investigation takes place in a timely fashion. Employee is entitled to representation from coaches association.

ARTICLE IV. FISCAL MATTERS

CO-CURRICULAR PAY ACTIVITY PROVISIONS

Supplemental Salary

Employees shall be paid in accordance placement on the schedule that is attached to and made a part of this Agreement as Appendix B, which is indexed on the base salary of the YEA Salary Schedule. Prior to the supplement contracts being distributed to the employees of this unit each year, Human Resources shall confirm the salary schedule with the Association President or his/her designee.

The Middle School Head Coach is responsible for organizing the program in that sport, including attending organizational and sport evaluation meetings. He/she organizes the first 4 days of practice, recommends the number of coaches needed, evaluates the athletes and conducts the team organizational drafts.

Athletic trainers shall be required, as part of his/her position, to be present/available for spring football and middle school championship (if/when they exist) events as defined by the WIAA.

For Yakima School District (IKE/Davis competitions either against each other or against outside opponents), the Athletic Director in charge of the event shall be responsible for providing an athletic trainer or emergency medical service provider at an event hosted within the district. Under no circumstance should an ad hoc collision sport be scheduled or played without the preapproval of the hosting high school's athletic director.

Intramural

Intramural (when applicable) stipends must be approved by the Assistant Superintendent for Human Resources.

Cancellation and Pro-Ration of Salary

Whenever student turn-out of an activity does not provide enough students for competition or reasonable activity participation, the contract may be cancelled and the coach's salary will be prorated for the number of days worked, and the activity discontinued. Situations with low student turnout will be reviewed for safety factors, ability to compete equitably and reasonable student experiences as determining factors as to cancellation. After consultation with the parties involved, the Superintendent or designee shall determine cancellation of contracts and activities. Upon resignation or termination of an employee, the employee's salary will be prorated based on the number of days worked in the assignment.

Salary Payments

In the event of a mistake in payment resulting in underpayment of salary, corrections shall be submitted and verified on or before the 10th of the next month in order to be on the following month's payroll. When an overpayment in salary is made, the District and the employee involved shall mutually determine the manner of repayment.

Additional Personnel

When student participation exceeds coaching capabilities in a sport/activity, consideration shall be given to hiring additional personnel.

Volunteer Coaches

Volunteer coaches must meet all of the conditions of a volunteer for the district, as established by Human Resources. Volunteer coaches are not entitled to receive benefits provided to paid coaches as listed in this agreement, e.g., meal reimbursement, in-service expenses, and substitute costs. Volunteer coaches will need to be in direct supervision of a contracted coach when working with students.

In-service (Middle School)

Middle School Head and Assistant Coaches must complete a coaching effectiveness training class as provided by the WIAA or a school district approved coaching course equivalent to the NFHS Coaches Education Program and approved by the WIAA, or completed a total of at least thirty (30) coaches education hours, or attend all sessions of the WIAA Coaches School or other Coaches Schools as approved by the WIAA.

The above requirements will only be required once every three years of coaching. If the coach attends the WIAA coaching school in Yakima or attends in-district training, the tuition for the training will be paid by Yakima School District.

Pay Provisions

1. All current members of the bargaining unit who are:
 - A. Employees of the Yakima School District in another capacity other than coaching and/or an activity as defined by this agreement,

- B. Are classified hourly employees not working in a position whose primary duties are not related to teaching or primary duty is by its very nature, exercising discretion and judgment, and
- C. Subject to overtime due to FLSA laws are grandfathered into this agreement.

Example A: an employee of YSD is a paraeducator. He/she imparts knowledge to students on a regular basis; therefore he/she may be paid a coaching/activity stipend without violating the wage and hour laws. This employee may coach or receive an activity contract for the district.

Example B: an employee of YSD is a custodian, he/she does not impart knowledge to students on a regular basis or his/her primary duties by nature do not exercise discretion and judgment, this employee would be excluded from the possibility of working as a coach or receive an activity contract with YSD.

Example C: a candidate for coaching or an activity is employed as a custodian for another district, his/her primary function as a YSD employee is to coach or an assistant to a teacher for the duration of an activity (such as a play, musical, band/choir, etc). As a coach or in the role as an activity assistant, the position is defined by U.S. Department of Labor Wage and Hour Division FLSA 2018-6 letter as a person whose primary duty is to instruct the fundamental knowledge of sports involving the exercise and discretion and judgement. Therefore, this employee may be a salaried employee and allowed to be paid by a stipend.

- 2. The Yakima School District shall not allow the assignment/hiring of a current classified employee as a coach or Activity/Production assistant upon the ratification of this agreement.
- 3. The current employees who fit the criteria of 1.A. – 1.C. herein, shall be grandfathered into this agreement in their current position for the remainder of the contract year. Once the employee leaves the position, he/she shall not be allowed to return to any position covered by this agreement.

Experience Placement on the Salary Schedule

Qualified experience for placement on the salary schedule is defined as district approved documented paid experience within a specified sport/activity as listed below:

- Experience must be at an accredited public or private middle school/high school or college.
- Experience obtained within or outside the district will be credited.
- Experience gained in one sport/activity may not be used for salary placement in another sport/activity. When experience is in softball to baseball the parties agree the experience shall be 1:1. When the experience is wrestling to basketball, the experience is not transferable. Nothing herein shall prohibit the employer from recognizing an experience on a case by case basis.
- A coach/advisor new to the District with no coaching/advising experience at the level and in the sport/activity to which he/she is assigned shall be placed at step one of the supplemental salary schedule.
- Under certain circumstances the District has utilized one head coach for both boys' and girls' track, tennis, and cross country. In such cases, when it is necessary, the person shall be paid as the One Head Coach and compensated by an additional 15%.

Cancellation and Pro-Ration of Salary

Whenever student turn-out of an activity does not provide enough students for competition or reasonable activity participation, the contract may be cancelled and the instructor coach's salary will be pro-rated for the number of days worked and the activity discontinued.

Situations with low student turnout will be reviewed for safety factors, ability to compete equitably and reasonable student experiences as determining factors as to cancellation. After consultation with the parties involved, the Superintendent/or designee shall determine cancellation of contracts and activities.

After the required number of practice days by WIAA guidelines, in cases where the numbers fall below the number of student athletes recommended on the accompanying list, the District Athletic Director/Designee, in consultation with the building principal and building athletic director, is authorized to exercise the Cancellation and Pro-ration of Salary clause of this Agreement.

Guidelines for Retention of Assistant Coaches:

Sports

Baseball	30	Bowling	20
Basketball	48	Cross Country	22 (Boys and Girls Combined)
Football	60	Golf	NA
Soccer	30	Swimming	NA
Softball	30	Track	52 (Boys and Girls Combined)
Tennis	30	Volleyball	50
		Wrestling	20

Upon resignation or termination of an employee, the employee's salary will be prorated based on the number of days worked in the assignment.

An employee who is unable to perform his or her duties under this agreement shall be paid a prorated amount of the contract stipend.

Additional Personnel

When student participation exceeds coaching capabilities in a sport/activity, consideration shall be given to hiring additional personnel.

Dividing Activity and Athletics Pay positions

When activity pay positions are divided between two (or more) persons, each individual situation is defined separately, and each person is given their appropriate experience level, i.e., two people divide a coaching position, one has two years' experience, the other 5 years'. The first person would receive 50% of step 2, and the latter would get 50% of step 5.

Benefits provided to coaches who divide activity pay positions shall be at the percentage of contract, i.e., post-season pay, and in-service expenses. All parties must agree to split a contract without coercion. No contract will be reduced below a .25 FTE.

Additional costs (e.g. substitute costs, meal reimbursement) due to split contracts will be covered by the specific sport athletic budget of the specific school.

Post Season Stipend

Coaches/Advisors required to provide interscholastic services beyond their regular season shall receive an additional stipend amount of 10% times their regular salary amount for each week beyond their regular season but prorated for less than one week. Athletic Trainer and Rally Advisor postseason pay applies from the end of the current sport season up to the start of the next sport season. There shall be no overlap in pay for any coach/advisor position from one sport season to the other.

The head coach will receive the stipend for each week (prorated for less than one week) of extended post season tournament play. Assistant coaches may or may not receive a stipend for each week of extended play depending on the sport and number of participants. In unique or special situations the number of coaches required may be more or less than the estimated numbers below. Additional coaches will not receive post season pay but may be approved to travel with the team based on a need for additional non-contest supervision or a tournament requirement of split contest supervision.

For Activity Advisors, post-season activities shall be defined as content-centered performances and/or competitions for which an audition or pre-qualifying event is required. (Ex: All-State music ensembles, State-level solo & ensemble participation, state debate competition, 5th Ave Musical/Theatre Awards, etc.)

The advisor shall receive 10% per event for each qualifying event, not to exceed a total of 30% of their total activity contract.

The Pep band advisor is the band director. When an event requires the pep band to attend a game, the band director's designee in place of the director shall be compensated at 2% of the employee's Activities contact for each qualifying event. A qualifying event shall be defined as the playoff game for football or the playoff day for basketball, volleyball, etc. I.e., Davis basketball team attends the playoffs in Tacoma. The team plays on Friday and Saturday, the person in charge of pep band shall receive 2% pay for Friday and Saturday, for a total of 4%. Should the pep band travel Thursday or Sunday, the 2% includes the travel day(s) as part of the compensation package.

Amount to be paid at the completion of the event. Form to be determined by HR/Payroll.

Allowance for assistants to be eligible for compensation as appropriate.

Direct contact with participants in the event (comparable to track events) Language changed to include activities.

The following maximum number of coaches for each varsity team may qualify for post-season compensation:

Baseball	head coach and 1 assistant coach
Basketball	head coach and 1 assistant coach
Bowling	head coach and 1 assistant coach
Cross Country	head coach and 1 assistant for each qualifying team
Diving	one coach
Fast Pitch	head coach and 1 assistant coach
Football	head coach, up to 5 assistant coaches
Golf	1 coach per team
Soccer	head coach and 1 assistant coach
Swimming	head coach

Tennis	head coach and 1 assistant coach
Track	head coach and qualifier's event coach if other than head coach
Volleyball	head coach and 1 assistant coach
Wrestling	head coach and 1 assistant coach

Coaches that qualify teams/individuals for post-season competition and who have had direct coaching contact with the team/individuals may be eligible to travel to post season competition on approval of the building administration and District Athletic Director. Those approved to travel under this provision will not receive post season pay, but will be eligible to submit a meal claim and request substitute coverage.

Any variation on the number of coaches that travel to post-season competition will be determined by the District Athletic Director.

Volunteer Coaches

Volunteer coaches must meet all of the conditions of a volunteer for the district, as established by Human Resources. Volunteer coaches are not entitled to receive benefits provided to paid coaches as listed in this agreement, e.g., meal reimbursement, in-service expenses, and substitute costs. Volunteer coaches will need to be in direct supervision of a contracted coach when working with students.

In-service (High School)

Sports:

Yakima School District will provide each coach and assistant coach of each sport at the high school and middle school levels up to two hundred dollars (\$200) towards the expenses of Yakima School District approved coaching clinics each year. The stipend must first be used to meet the WIAA requirements for coaching education hours. Approved expenses would include clinic registration fees, clock hours, lodging, meals, mileage, and substitutes. Any unused dollars from a season may be rolled over to the following years amount up to a maximum of \$400.00. Should the In-Service dollars not be utilized, any amount above the \$400.00 shall be forfeited.

Activities:

Yakima School District will provide each assistant (with the exception of production assistants) to the teacher of the activity at the high school level up to two hundred dollars (\$200) towards the expenses of a Yakima School District approved convention or professional development workshop each year. Approved expenses would include registration fees, clock hours, lodging, meals and mileage. Any unused dollars from a school year may be rolled over to the following years amount up to a maximum of \$400.00. Should the In-Service dollars not be utilized, any amount above the \$400.00 shall be forfeited. The teacher in charge of the activity would need to preapprove said expenditure. (This concept is floated as the district calculates the cost as part of the consideration)

The District shall pay the tuition for each coach who attends one WIAA Coaches School per year.

If an in-service, workshop, meeting or any other activity takes the employee away from his/her classroom, the employee must complete a "Leave Request Form". This form must be complete with all necessary signatures and budget codes. All leave request forms must be received in the Human

Resources Department at least two (2) weeks prior to date of in-service, workshop, meeting, or any other activity. A coach may request a ½-day substitute, provided by the school district, because of travel necessary to enable the coach to attend the beginning of the in-service. Prior approval from the school's athletic director is required.

In-state Travel must be authorized by the Superintendent/Designee one week prior to travel. Out-of-state travel requires a letter to the Board of Directors and Superintendent requesting permission. The letter must be attached to the travel authorization and be submitted one month prior to travel. The employee must submit a travel claim to the business office within two (2) weeks after travel.

Meal Reimbursement for Coaches

Per Diem reimbursement for coaches' meals shall be paid as determined by District policy. Other reasonable travel expenses shall be reimbursed by the District upon timely presentation (submitted no later than the last day of school for the school year) of the travel claim form.

Reimbursement/Payment (High School)

All requests for reimbursement or payment (e.g., meals, travel, post-season pay, etc.) must be received by the District Athletic Director within ten working days following the last contest of the coach's season. Requests received after that date will not be paid.

Travel Authorization (High School)

Authorization for travel must be pre-approved. No financial support will be provided for travel that is not pre-authorized.

WSCA Dues

The District will pay forty dollars (\$40) for each high school coach toward annual membership fees for the Washington State Coaches Association.

CO-CURRICULAR PAY PROVISIONS FOR ACTIVITIES

Activities and Athletics

For the Debate Team and Knowledge Bowl Team, extended season is defined as a contest or competition which students or the program qualify for beyond the established activities of that program as defined/outlined by WIAA or ESD respectively.

Items such as post season pay, in-service expenses and other like items provided to coaches and those working under an Activity Contract who divide activity pay positions shall be at the percentage of contract (reference Dividing Activity and Athletics Pay positions). All parties must agree to split a contract without coercion. No contract will be reduced below a .25 FTE.

For Drama, the stipend shall be paid for an entire school year calculated by production and paid on the following percentages. The parties agree to have 3 productions at the value placed below (2 major/1 minor) equate to 100% of pay. The Employer shall determine the allocation of FTE. Once the allocation is issued, the breakdown of pay shall be in the following order. The amounts used are for example only. The stipend amount shall be placed in the box below (indicated by "Annual

Amount”) with the production assistant pay shall be broken down anywhere between .25-FTE to 1-FTE. The example below is intended to represent a director who also is allotted 2 assistants. The director chooses to breakdown the assistants partial FTE. In our example the total for the season shall average to 2-FTE for the year. We have chosen to use 2-FTE for the first major production, 2.75-FTE for the second major production and 1.25-FTE for the third minor production. When all $2 + 2.75 + 1.25 = 6$. $6 \div 3$ (productions) = 2 assistants. When a director chooses to breakdown the FTE, then the following table shall be utilized to figure out the pay.

		School Year					
		Annual Amount	Major Production 35%	Major Production 35%	Minor Production 30%	Total 100%	Annual Amount \$100.00
Director							
Stipend	100%	\$100.00	\$35.00	\$35.00	\$30.00	\$100.00	
1 FTE Ass't	70%	\$70.00	\$24.50	\$24.50	\$21.00	\$70.00	
.75 FTE Ass't			\$18.38	\$18.38	\$15.75	\$52.50	
.5 FTE Ass't			\$12.25	\$12.25	\$10.50	\$35.00	
.25 FTE Ass't			\$6.13	\$6.13	\$5.25	\$17.50	
Example of Ass't Dir. breakdown							
0.50	costume		0.50	0.5	0.25		
0.75	choreography		0.75	0.75	0.5		
0.50	lighting		0.50	0.75	0.5		
0.25	makeup		0.25	0.75	0		
<hr/>			<hr/>				
2			2	2.75	1.25		

Production and drama assistants shall be paid 70% of the drama director pay for an entire school year. The production assistant moves up the pay scale by performing 3 productions. They shall only move up the pay scale at the start of the year. As an example, Mary is a new hire at step 1. Mary works 2 productions in 2022. Mary begins the 2023 season at step 1 due to not working 3 productions. Mary works 2 productions in 2023. Mary begins 2024 at step 2. Mary works 2 productions in 2024 for a total of 6 productions worked, Mary will move to step 3 in 2025.

ARTICLE V GRIEVANCE PROCEDURES

Purpose

The purpose of this grievance procedure is to provide a means for the orderly and the expeditious adjustment of a grievance by an employee or groups of employees.

Informal Communications

Every effort shall be made to settle problems at the lowest level through informal communication between the employee(s) and the immediate supervisor.

Definitions

A "Grievance" shall mean a written claim that there has been a misinterpretation or misapplication of the terms of this Agreement.

Procedures and Steps

A grievance must be filed within twenty (20) days of the occurrence of the event on which the grievance is based, or within twenty (20) days of the date the grievant knew or should have known of the event. The time lines and procedures herein shall be strictly followed unless waived in writing by the parties. Failure of the grievant to follow the time lines shall mean the grievance is waived and forever lost. Failure by the District to follow the time lines shall mean the grievance shall advance to the next step in the grievance procedure.

STEP ONE - IMMEDIATE SUPERVISOR: The grievant(s) submits a written grievance to the immediate supervisor. The supervisor shall schedule a formal meeting within five (5) school days after the receipt of the request and shall render a written decision to the grievant(s) within five (5) school days after the formal meeting. A copy of the grievance review request shall be sent to the grievant, Superintendent and to the Association president. A copy of the written decision shall be sent to the Superintendent and to the Association president.

STEP TWO - APPEAL TO SUPERINTENDENT: If the grievant(s) is not satisfied with the decision of the immediate supervisor at Step One, the grievant(s) may refer the grievance to the Superintendent within five (5) school days after the receipt of the decision prescribed herein, with a copy to the grievant's immediate supervisor.

The Superintendent shall meet with the grievant(s) within five (5) school days after the grievance has been referred to him/her. Both the Superintendent and the grievant(s) may have other persons present at the meeting who might contribute to an acceptable adjustment of the grievance. The Superintendent shall render a written decision concerning the grievance and any other adjustment within five (5) school days after the grievance has been referred to him/her. Copies of the decision by the Superintendent shall be sent to the grievant(s), the grievant's immediate supervisor, and to the Association president. The Superintendent's office shall retain a copy.

STEP THREE - BINDING ARBITRATION: If the grievance is a claim that the terms of this Agreement between the District and the Association have been misinterpreted or misapplied, either the District or Association may request final and binding arbitration.

The parties agree to select an arbitrator, whose decision shall be final and binding. The selection of the arbitrator will be accomplished as follows. The Superintendent or Association president will request a list of five (5) arbitrators from the American Arbitration Association (AAA) members. Beginning with the District, each party will cross one name off the list until only one name remains. The arbitrator named will then serve to arbitrate the grievance. In the event the arbitrator is unable to serve, another list shall be obtained and the process repeated until an arbitrator is selected. Nothing herein shall prohibit the parties from mutually agreeing to a neutral arbitrator. The arbitrator shall make a decision in writing not more than thirty (30) days following the day the case is presented to him/her.

During the arbitration under this Step, neither the District nor the Association will be permitted to assert any grounds not previously disclosed to the other party at Step Three. Each party shall bear the full costs for its side of the arbitration including any attorney's fees and will pay one-half (1/2) of the costs for the arbitrator and any administration fee for arbitration.

No Reprisals

No reprisal shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.

Powers of Arbitrator

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his/her inquiry to specific provision of this Agreement as cited in the grievance. The arbitrator shall make no awards nor substitute his knowledge or judgment for the expressed provision of the agreement under question. The arbitrator shall rule exclusively as to the application or interpretation of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding upon both parties. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law. The arbitrator shall have no power or authority to make any award of punitive damages.

District/Association Cooperation

The parties will cooperate in the investigation of any grievance. This includes each party providing information relevant to the grievance upon written request of the other party.

ARTICLE VI COMPLAINT PROCEDURES

Parent Procedure

If at any time parents have a question or concern regarding their athlete's sports participation, the following course of action is recommended:

1. Talk directly to the coach. Parents/Guardians are to arrange a meeting with the coach rather than approaching him/her at practice or immediately following a game.
2. If the issue is not corrected or the parents have concerns about the way the situation is handled, they are to arrange a meeting with the building athletic director.
3. If the issue remains unresolved, the parents are advised to take the issue to the principal.

Procedural Requirement

Any complaints regarding an employee made to any member of the administration by any parent, student or other person shall be in writing and shall be processed according to the procedure outline below:

- Meeting with Principal or Athletic Director: The principal or athletic director shall meet with the employee to apprise the employee of the full nature of the complaint, provide the

employee with a copy of the written complaint and they shall have the right to be represented by the Association at any meeting or conferences regarding such complaint.

ARTICLE VII NO STRIKE/NO LOCKOUT

During the term of this contract there shall be no strike or other economic action by the Association and no lockout or other economic action by the district.

ARTICLE VIII DURATION

This Agreement shall become effective as of September 1, 2022 and shall continue in full force and effect until August 31, 2025. The parties agree to meet in an interest-based fashion throughout the year to discuss and resolve matters of interest to both parties. It is agreed that any settlements on such matters of interest shall be placed in the agreement and implemented as soon as both sides agree.

SIGNATORIES

FOR THE ASSOCIATION:

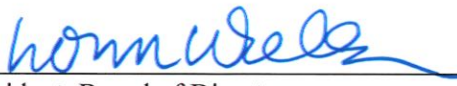


Yakima Coaches/Activities Association

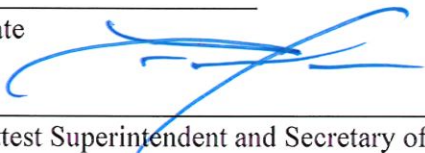
6/22/23

Date

FOR THE EMPLOYER:



President, Board of Directors
For Yakima School District No. 7

Date


Attest Superintendent and Secretary of Board



Appendix A

Criteria for Extracurricular offerings:

All extracurricular programs, current and proposed, must be evaluated with respect to the following criteria:

1. Title IX (need for balanced offerings and compliance with State and Federal Law).
2. Impact on student's academic learning time, i.e. curriculum.
3. Student interest.
4. Affordability (within the fiscal resources of District/ASB)
5. Projected facility availability and competition within existing programs for space.
6. Impact on existing extracurricular/co-curricular programs, i.e. number of participants, quality of program, etc.
7. Competitiveness (League availability and proximity, chance of success).

It is recommended that the criteria be applied to all current programs and cooperatives with the understanding that if any are found not to meet the above criteria the program will have three years to comply or be dropped.

It is recommended that newly proposed programs and cooperatives meet all above criteria before approval is granted.

Consult with coaches association on addition of programs and coaches based on the above criteria.