

**OROVILLE COACHES ASSOCIATION**

**and the**

**OROVILLE SCHOOL DISTRICT #410**

**COLLECTIVE BARGAINING AGREEMENT**

**2019 – 2022**

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## **PREAMBLE**

This Agreement is by and between the Oroville School District and the Oroville Coaches Association, and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment pursuant to Chapter 41.56 RCW.

## **ARTICLE I. ADMINISTRATION OF THE AGREEMENT**

### ***Section A. Definitions***

1. The term “**District**” shall mean the Oroville School District, Okanogan County, Washington State; or its agents.
2. The term “**Board**” shall mean the Board of Directors of the Oroville District.
3. The term “**Association**” shall mean the Oroville Coaches Association, which is affiliated with the Washington Education Association, the National Education Association and North Central Washington UniServ Council.
4. The term “**Parties**” shall mean the District and the Association.
5. The term “**Agreement**” shall mean this collective bargaining agreement, which shall be signed by the parties.
6. The term “**Employee**” shall mean any member of the bargaining unit as set out in this Agreement including those members who do not require teaching certificates.
7. The term “**Day**” shall mean any day the district business office is open for business with the public, excluding Saturdays, Sundays, Christmas Break, Spring Break, and other major holidays.
8. The term “**Superintendent**” shall mean the chief administrative officer of the District or his/her designee.
9. The term “**President**” shall mean the President of the Association or his/her designee.
10. The term “**Head Coach**” shall mean the Head High School coach of that athletic activity.
11. The term “**CBA**” shall refer to this contractual agreement between the OCA and the District and stands for “Collective Bargaining Agreement.”
12. The term “**Contract**” shall mean the individual personal services contract issued to and signed by each employee.
13. The term “**Experience**” shall mean length of service within the District as a member of the bargaining unit. Accumulation of experience shall begin on the employee's first working day.
14. The term “**RCW**” shall mean the Revised Code of Washington.

15. The term “**WAC**” shall mean the Washington Administrative Code.
16. The term ”**SPI**” shall mean the Washington State Superintendent of Public Instruction or his/her office.
17. The term “**PERC**” shall mean the Washington State Public Employee Relations Commission.

### ***Section B. Recognition***

1. **Exclusivity:** The District recognizes the Oroville Coaches Association as the exclusive bargaining agent for all employees who conduct extracurricular activities in the Oroville School District for which no certification is required and shall not recognize or bargain with any other employee organization seeking or claiming to represent these employees unless such organization has been certified by the PERC as the exclusive bargaining agent for employees. The OEA is affiliated with and sponsors the OCA (Oroville Coaches Association).
2. **Head Coach:** The head coaches shall be the coordinator of the secondary (grades 7-12) athletic activity. As such, the Head Coach will be included in the interviewing process, and may be included in the disciplinary process and the evaluation process. Final decisions regarding each process will rest with the Athletic Director.

### ***Section C. Status of Agreement***

1. **Sole Agreement:** This shall be the sole Agreement between the parties regarding wages, hours, and terms and conditions of employment.
2. **No Reductions Implied:** Unless otherwise specifically provided in this agreement, nothing contained herein shall be interpreted and/or applied to eliminate, reduce, or otherwise detract from current individual salaries, years of experience, or other provisions, under existing rules, regulations, policies, resolutions and practices of the District in effect prior to the effective date of this Agreement.

### ***Section D. 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.

## ***Section E. Contract Compliance***

1. **Contract Compliance:** All contracts shall be subject to and consistent with law and this Agreement and shall expressly state that they are subject to this and subsequent Agreements between the parties. If any contract is inconsistent with this Agreement, this Agreement shall control. Appeals of non-renewal shall be heard by the board in closed session with the board's decision being final as outlined Article III, Section D, #7, Due Process.
2. **Activity Additions:** In the event the District determines to add any extra-curricular, supplemental activity covered by this Agreement, it shall notify the Association and the parties shall meet promptly to determine stipends and other terms and conditions for the new or modified activity.
3. **Timely Renewal:** To ensure coaches/advisors an opportunity to begin preparation for their next season all coaching/advisor contracts will be presented to the Board by the Athletic Director with recommendation for renewal or non renewal by the last Board meeting of January, April AND June for the fall, winter, and spring seasons respectively. In a levy year, the January date may be delayed to a date following the levy. In the event the board has concerns regarding a potential renewal as recommended by the athletic director, the board shall follow due process procedures as set forth in this document. The disposition of such concerns shall be settled within 90 days of that season's renewal date. Finally, the district will provide letters of Contractual Agreement or contracts to be signed by the employees within 10 working days of the renewal date.
4. **Program Reduction:** If the School Board finds it necessary to suspend an athletic activity due to lack of participation, or for budgetary reasons the following procedures shall be in effect:
  - a. If, on the first day of practice, there are not sufficient athletes (See Appendix E) to field a team, Coaches will have 10 (ten) school days to encourage participation to the extent that a viable team can compete in WIAA sanctioned play. Coaches will hold practices for those students in the activity. If, at the end of the 10 day period, the number of players required is not met, the Board may drop the sport for the remainder of the school year per Athletic Director recommendation. Coaches will be paid per diem for the 10 day period.
  - b. If, during the season of any sport, participation drops to a level that prohibits league play, the Board may declare the sport "on probation" for 10 school days during which time participants have the opportunity to turn out or to return to the team. Practice will continue during the 10 days. If at the end of the 10 day period, there are sufficient players to continue with the season, the Board will lift the probationary status. If, at the end of the 10 day period a team still cannot compete due to lack of participation, the Board may declare the season over for the remainder of the school year. Coaches' salaries will be pro rated for shortened seasons.
5. **Program Suspension:** If the Board declares a sport suspended due to lack of participation or budgetary reasons the coach(es) will be placed in a hiring pool for two years of the suspension, unless s/he has been non-renewed. When the sport is reinstated, they will have first right of refusal or acceptance of the coaching position they held when the sport was suspended.

## ***Section F. Distribution of Agreement***

Following ratification of this Agreement, the Agreement will be placed on the District Website.

### ***Section G. Joint Meetings***

Representatives of the Parties including the Superintendent and the Association Representative shall meet at least once per fall, winter and spring activity to monitor programs, discuss issues related to programs and resolve problems that may occur.

### ***Section H. Changes in Term and Conditions of Employment***

Any changes affecting the terms and conditions of employment shall follow the language agreed upon in the collective bargaining agreement.

### ***Section I. Maintenance of Liability***

It will be the responsibility of the Head Coach to ensure that District Policies and Procedures and WIAA rules are followed by the activity. The coach will stay with the team should an injury occur to a participant that would require first aid or transport to a medical facility. All Head Coaches need to devise an emergency plan of action where someone will be present who can tend to an injury or call for assistance or accompany a student to the hospital. In most cases this will be the assistant coach.

It will be the responsibility of the Athletic Director to make sure that emergency services are made aware of home events.

In those sports where there is only one paid position the District will provide a paid supervisor or approved volunteer for those away matches that the A.D. has determined will not provide adequate coverage in case of injury/illness services or at the request of the coach. If such a supervisor is provided and an injury occurs, the supervisor will work with the coach, any first aid personnel and the school officials at the event to care for the injured athlete and make decisions regarding the care of the injured athlete, while the coach's main responsibility will be to continue to coach the game and the supervision of the rest of the players.

## **ARTICLE II. BUSINESS**

### ***Section A. Management Rights***

1. The Board has the responsibility and authority to manage and direct the operations and activities of the District provided that all such actions shall conform to State and Federal law and the provisions of this Agreement.
2. The Board has the right to hire and renew personnel under this agreement.
3. The Board has the right and responsibility to set district policy.
4. The Administration has the right to provide guidance to coaches and advisors who fall under the umbrella of this agreement.



5. The Board reserves the right to add, reduce, suspend, or terminate all district programs due to participation, and/or budgetary reasons.
6. The exercise of the foregoing rights, authority, duties, and responsibilities by the Board shall be limited only by the specific and express terms of this Agreement and the laws of Washington State.

### ***Section B. Association Rights***

1. **Use of School Facilities:** The Association may use school facilities in the same manner as other individuals and organizations after school hours
2. **Use of School Equipment:** The employees of the association shall have the right to use district technology equipment at reasonable times, when such equipment is not otherwise in use. All consumables produced by Association members not directly connected to the coaching responsibilities shall be reimbursed to the district. Print materials will be reimbursed at a rate of 10 cents per sheet for black and white copies and 20 cents for color copies. Other consumables will be reimbursed at a rate to be determined by the district.
3. **Association Business:** The Association shall have the right to transact business on school property at all reasonable times, provided that such business shall not interfere with or interrupt normal school operations. Association representatives shall suffer no intervention, undue delays, or harassment by the employer's representatives while representing an employee or while on Association business.
4. **Use of District Bulletin Boards/Mail:** The Association shall have the right to utilize a portion of the bulletin board in faculty lounge of the high school. Bulletins posted by the Association are the responsibility of the Association. The Association shall have the right to utilize employee mailboxes, and the District's internal mail delivery system, including email, for membership communication. Such communication shall exclude local, State and National political campaign materials and the Association should note that there is no right to privacy in email communication using District technology or email accounts and such communications are subject to review.
5. **New Employees:** The District shall notify the President of the name, address and assignment of any new hire into the bargaining unit as soon as possible. The Association shall be given the opportunity to speak to all bargaining unit employees as an official part of the program during any District sponsored new employee orientation and during any year opening district-wide or building-wide employee meeting.
6. **School District Budget and Financial Reporting:** Adopted district budgets shall be available online. If for some reason the budget is not online, a hardcopy of the budget will be provide upon request. Input for proposed budgets is open to the OCA and its members at scheduled public board meetings.
7. **Notice of Disciplinary Action:** In the event any employee is given a formal disciplinary action, the District shall provide the President with notice of such action, provided that should the employee indicate in writing to the District (Appendix D) that he/she does not wish to have the Association notified, such notice will be withheld.
8. **Dues:** The Association shall have the exclusive right to have deducted from the compensation of its

members the dues required for membership in the Association (including any special assessments). All dues collected will be in accordance with applicable state and federal laws. Employees shall have the option of not joining the association and non-payment of dues during the first ten (10) days of any season or activity by signing a special opt-out form furnished by the Association for such purpose. Once signed, such opt-out provision shall be effective through the remainder of the season, activity or school year, whichever is later. Such employee who has exercised this opt-out provision may cancel such provision at any time. Association shall provide any completed opt-out forms or cancellations thereof to the District Payroll Office within ten (10) days of receipt.

- a) **Opting out:** The Association and District recognize that an employee should have the option of declining to participate as a member of the Association yet contribute financially to the activities of the Association representing them as a member of the bargaining unit. Such members shall pay the Association a representation fee as a contribution towards the administration of the Agreement in an amount equal to the yearly dues.

Any employee claiming a bona fide religious objection shall notify the Association and the District of the objection in writing. Pending determination of this bona fide religious objection, the District agrees to deduct from the salary of the employee claiming the objection an amount equivalent to the representation fee; provided, however, that the monies shall not be transmitted until such time as the District is notified that a final determination pursuant to the law has been made. Upon final determination, the Association will notify the District to release the money to the Athletic Department at the level in which the coach is contracted.

- b) **Written Notice:** On or before the beginning of each sports season and/or the period for which compensation is paid, the Association shall give written notice to the District of the dollar amount of individual dues and assessments which dues and assessments are to be deducted by payroll deduction during the sports season and/or period for which compensation is paid.
- c) **Payment: Period:** For the life of this Agreement, the District shall continue to deduct all Association dues and special assessments required as long as the employee continues as a member of the bargaining unit as defined in this Agreement and the employee has not exercised her or his right of opt-out as described above. Dues shall be deducted as a lump sum payment during the first pay period for which a stipend is paid for service performed by the employee.

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

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

## 9. **Board Agenda, Minutes and Other Pertinent Information:**

- a. **Board Agenda:** The District agrees to post a copy of the Board meeting agenda online at least one working day prior to the Board meeting, except for special meetings.
  - b. **Board Minutes:** The District shall post minutes online within five working days of approval of the minutes.
  - c. **Other Pertinent Information:** As a part of its legal responsibility as bargaining agent, the Association shall from time to time request public information from the District in order to form the partial basis for proposals to the District (bargaining and otherwise), to properly represent individuals involved in disputes with the District (grievance and otherwise), to monitor District finances and administrative actions, and to provide timely information to employees.
10. **High Standards:** The Association and the District expect that employees shall conduct themselves in all aspects of their employment in a proper manner and to the highest standards.
11. **Miscellaneous:** The District agrees to expedite the delivery of materials requested through this agreement. Time requirements set out herein shall be considered maximum. No charge shall be made to the Association for the materials specified herein.

### **ARTICLE III. EMPLOYEE RIGHTS**

#### ***Section A. Employee Rights, Responsibilities and Authority***

No employee shall be denied any legal right granted under Federal, State, County or local law or regulation.

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

Employees are not allowed to use their own vehicle for transporting student(s) to and from any District function except as outlined in policy 6625.

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

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

## ***Section B. Non-Discrimination***

The Parties shall not discriminate against any employee with respect to race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability.

## ***Section C. Personnel File***

1. **Right To Inspect:** Any employee (upon request to the superintendent) shall have the right to inspect all contents of his/her own personnel file. A representative of the Association shall, at the employee's request, accompany the employee in this review. Each personnel file shall contain the following minimum items of information: any evaluation reports, and annual contracts.
2. **Placement of Materials:** Employees shall be given a copy of any derogatory material that is placed in their personnel file at the time it is so placed. If requested, employees shall sign a copy of the document, indicating they have received a copy. Employees shall have the opportunity to attach written comments provided to the District within ten days of the receipt of the receipt of the original item being placed in the personnel file.
3. **Location:** The District shall maintain the employee's personnel file at the District Office. The Superintendent shall be responsible for safeguarding personnel files, and shall sign an inventory sheet to verify the contents of the personnel file, if the employee so requests.
4. **Removal of Materials:** After seven years the District shall remove and destroy employee's evaluation reports. After three years, upon request of the employee, the District shall remove and destroy any adverse materials (excluding documents required to remain in file by state law) upon which no subsequent action has been taken.
5. **Supervisor's Working Files:** Items in a supervisor's working files shall be removed and destroyed within one year of its placement in the working file.

## ***Section D. Due Process and Just Cause***

1. **Just Cause:** During the term of each employee's contract, no employee shall be disciplined, or reduced in position or compensation without just cause. During the term of each employee's contract, the District has the right to take action for just cause. As described in this Agreement, each employee's contract is for one season in duration, in accordance with RCW 28A.405.240.
2. **Written Discipline:** The specific reasons for any discipline shall be documented in writing at the time such action is taken. If an employee has involved Association representation during the disciplinary process, the representative shall receive a copy of any formal disciplinary action issued.

3. **Hearings:** Employees shall have the right to a fair hearing and the ability to confront accusers and witnesses in relation to employee discipline.
4. **Association Representation:** Employees shall be entitled to Association representation at any hearing, meeting or conference involving the employee. 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. The meeting shall not be delayed more than 48 hours to wait for representation. In the event an 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. Such notification shall be by Appendix D, which is made a part of this agreement.
5. **Privacy and Confidentiality:** The Employer will take reasonable steps to ensure that its criticism of the employee or employer by either party, adversely affecting an employee shall be made in private and in confidence, recognizing that the circumstances may require that some direction be made to the employee in front of others and make every effort to avoid doing so in the presence of students, parents, other employees or at public gatherings.
6. **Complaints Against Employees:** Any complaint against an employee shall be called to the attention of the employee within 5 days. Any complaint that may adversely affect that employee must be discussed with that employee within 5 days. Only written complaints signed by the complainant who attends a meeting whereby the employee may fairly defend him/herself may be used or kept by the district to adversely affect an employee. If a complaint leads to employee discipline, the coach shall have the right to grieve disciplinary action and confront accusers and witnesses during the grievance hearing process.
  - A. Athletes who lodge complaints against their coaches or have parents who lodge complaints shall not be discriminated against.
  - B. Complaint Procedure:
    - Step 1: Employee and Complainant Meet:** Any complainant must make an appointment and meet with the employee in an attempt to resolve a concern.
    - Step 2: Written Form:** If there is no resolution following the meeting with the employee, the complaint shall be reduced to writing within five (5) days, signed by the complainant and a copy given to the employee and the supervisor.
    - Step 3: Supervisor Involvement:** The employee's supervisor shall meet with the employee and the complainant where they shall attempt to resolve the matter. This meeting shall be scheduled, not necessarily held, within 5 days of receipt of the written complaint.
    - Step 4: Superintendent:** At the request of the employee, supervisor, or complainant, any complaint unresolved at Step 3, shall be reviewed by the Superintendent. The Superintendent shall meet with the supervisor, the complainant and the employee jointly and shall attempt to reach a satisfactory solution to all persons involved. This meeting shall be scheduled, not necessarily held, within 5 days of receipt of the written complaint. In the event such a solution is found, it shall be reduced to writing by the superintendent, who shall give a copy to all parties.

C. Use of Findings: Upon completion of the required steps of the complaint Procedure, the findings may be used in the employee's evaluation process.

7. **Due Process:** All actions that negatively affect an employee will be handled in a fair and timely manner according to this CBA.

Should the AD recommend the non-renewal of an employee, the follow steps will take place:

- a) The coach shall be notified of the recommendation of non-renewal in person and in private.
- b) All reasons for the recommendation will be put in writing and a copy of the letter be sent to the employee and the superintendent.
- c) The employee will be given the opportunity to schedule a meeting with the superintendent to appeal the non-renewal within ten days of the written letter being received. The employee shall be given the opportunity to meet informally with the superintendent for the purpose of requesting the superintendent to reconsider the non-renewal. Such meeting shall be held no later than ten days following the receipt of such request, and the coach shall be given written notice of the date, time and place of meeting at least three days prior thereto. Within ten days following the meeting with the coach, the superintendent shall either reinstate the coach or shall uphold the decision of the athletic director. This decision will be reduced to writing and be sent to the employee.
- d) If the employee is not reinstated, s/he may submit to the school district board of directors for consideration at its next regular meeting to appeal the decision of non-renewal. The coach will be entitled to a fair and impartial hearing in the presence of the school board. This hearing can be an open public hearing or held in closed session at the election of the coach. The board of directors shall notify the employee in writing of its final decision within ten days following the hearing. The decision of the board is final.

### ***Section E. Vacancy***

The District determines the necessity for opening positions and filling of vacancies. The Athletic Director shall notify the Association President when the District has determined an open position exists. Head coach/advisor recommendation will be considered in filling an open coach/advisor position. Open positions will be posted on the District's website, unless time restraints make such posting impracticable.

#### **1. Definitions:**

- a. The term "**position**" shall mean the specific job and its location to which the employee is assigned.
- b. The term "**vacancy**" shall mean any open position that the district intends to fill.

2. **Posting of Positions:** All vacancies will be reported to all association members by posting and by mail, regardless of the time of year. Postings will be for a minimum of seven (7) calendar days.

### ***Section F. Employee Protection***

1. **District Insurance:** The District shall provide such insurance for the protection of employees as is required by RCW 28A.400.370. Employees are covered by Industrial Insurance subject to the rules and regulations of the Industrial Insurance Act. In the event an employee sustains an on-the-job injury, the employee shall immediately notify her/his supervisor and shall be advised to apply for worker's compensation.
2. **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. The district will cooperate with the employee in working with the prosecutor's office and law enforcement if necessary.
3. **Administering/Monitoring Medication:** Should any employee as a direct response to an order from supervisory personnel or Washington State law, be required to dispense, administer or monitor medication; or provide any other medical functions, the District shall hold harmless such employee from any and all liability that might result therefrom.

### ***Section G. Privacy***

1. **Personal Lives:** The private and personal life of any employee is not within the appropriate concern or attention of the District. See Article 1, Section D, "Conformity to Law" in OCA CBA for limitations to Personal Lives language." Coaches will comply with the Code of Professional Conduct as outlined in WAC Chapter 181-87
2. **Information:** The District shall comply with the public records act (RCW 42.56). Employees will be notified if a request involves them directly.

### ***Section H. Harassment***

The Parties, including their representatives and members, shall follow the district policies in regard to harassment and sexual harassment including the reporting and steps to ensure that harassment is avoided.

Investigating, warning, evaluating, reprimanding, or other official business shall not be construed as harassment. Employees shall follow the directions of their supervisors unless it places them in harm's way, places others in harm's way, or is illegal. Supervisors shall be professional and will not create a hostile working environment.

### ***Section I. Leaves***

Employees who do not complete their contract will be paid on a prorated basis for that portion of the contract they fulfilled.

### ***Section J. Eighth Grade Participation at the High School Level***

It shall be the option of any high school coach to bring up eight grade participants to the high school level of competition according to WIAA regulations, when approved by the league and District.

## **ARTICLE IV. EMPLOYEE EVALUATION**

### ***Section A. Purpose***

The purpose of all employee evaluations shall be to identify specific areas in which the performance of each employee is satisfactory, unsatisfactory or needs improvement.

### ***Section B. Job Descriptions***

All evaluations shall be based upon that employee's performance of his/her job responsibilities. Job Descriptions in existence shall be provided to employees when first employed as well as any time the description changes.

### ***Section C. Frequency***

Each employee, who finishes out his/her entire contract, shall be evaluated in writing at least annually.

### ***Section D. Evaluations***

The employee shall be given a copy of any evaluation report prepared by his/her evaluator(s) at least one day before any conference to discuss it. No report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee.

In the event an employee's work performance is unsatisfactory, he/she will be notified in writing as part of the evaluation process or in other forms as deemed appropriate by the athletic director.

Any issue that arises during the season that could result in being addressed in the evaluation will be brought to the attention of the employee in a timely fashion during the season.

All monitoring or observations shall be conducted openly to include both practices and games. Concerns from observations shall be brought to the attention of the coach within 5 days of the observation.



## ***Section E. Evaluation Reports***

Written evaluation reports, attached herein as Appendix C, shall be presented in post-conferences to each employee by his/her immediate supervisor within five (5) days following its completion and in accordance with the following procedure:

Such reports shall be written in narrative form and shall include, when pertinent:

- a. Strengths of the employee
- b. Weaknesses of the employee
- c. Specific suggestions as to measures, which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
- d. Recommend for rehire:  
\_\_\_\_\_yes  
\_\_\_\_\_no, rationale shall be clearly stated in comment section  
\_\_\_\_\_yes, with plan of improvement

## ***Section F. Rebuttals***

The employee shall have the opportunity to write and attach a rebuttal to his/her evaluation by submitting such rebuttal within 10 calendar days from the receipt of the evaluation.

## ***Section G. Plan For Improvement***

1. **Criteria For Remediation.** In the event an employee's work performance leads to performance concerns and the Athletic Director finds the employee has demonstrated a willingness to listen, cooperate, and has the potential for improvement, the Athletic Director will put the employee on a specific plan of improvement for the remainder of a season or the next season if the employee is rehired.
2. **Plan.** The plan shall document objective and clearly measureable actions to be taken by the employee in order for him/her to improve his/her performance in each of the areas wherein weaknesses have been indicated.
3. **Remediation:** At the conclusion of the plan, if the employee has not demonstrated satisfactory improvement in the documented area(s) of weakness, the Superintendent and the employee shall be notified in writing of the lack of improvement along with specific documentation. Lack of necessary improvement will be grounds for recommendation for non-renewal.

## ***Section H. Professional Growth***

1. **Purpose:** The purpose is to assist employees in professional development toward selected professional development goals in order to encourage enhancements and improvements in job performance and abilities. Collaborative interaction is encouraged. Professional Growth opportunities are intended to provide employees with support inherent in trying new ideas.
2. **Classes, Courses, Workshops, etc:** Any classes, courses and/or workshops required of coaching staff by the District shall be paid for by the District. The District shall also pay expenses for one coaching clinic per year for varsity head coaches and one other coach. Additionally, the District shall pay any travel expenses incurred for one workshop for each head varsity coach and one other coach per year. Such payment shall include lodging expenses, meals, and conference fees.

The district shall offer at least three meetings per year with coaching education hours available to those in attendance.

All coaches shall attend a WIAA approved rules clinic for the sport being coached, or pass the WIAA approved sports rules test required of officials for the sport being coached prior to the end of the first week of the sports season unless it is not available. Both the District and the Association strongly encourage all coaches to participate in professional development to stay current on rules, regulations and current professional best practice per WIAA requirements.

## **ARTICLE V. FISCAL MATTERS**

### ***Section A. Post Season-Incentive Pay***

Team sports that must compete for post-season play and individual sports that continue on to Regionals and State will be treated as extended seasons. Any employee who meets the above criteria will receive post-season incentive pay at the rate of 5% of their base pay per week of extended season, up to a maximum of three weeks.

### ***Section B. Salary and Salary Payments***

1. **Schedule:** Salaries shall be as set out in the schedule, which is attached to and made a part of this Agreement as Appendix A.
2. **Retroactivity:** Should the date of execution of this Agreement be subsequent to the effective date, salaries shall be retroactive to the effective date. Retroactive pay, where applicable, shall be paid within time lines required by the business office. If negotiations extend beyond November 30<sup>th</sup>, the parties shall agree upon the date of retroactivity pay.
3. **Increments:** Increment steps shall take effect on September 1 of each year. An employee who fulfills extra-curricular duties at least 30 times within a 12-month period as a member of the bargaining unit is entitled to an increment.
4. **Payment:** Employees shall be paid in either one (1) payment at the conclusion of the sport season, or over time up to nine (9) months beginning with the first pay period after the conclusion of a

sport season, if so desired. Checks shall be issued on the last working day of each month. Employees may opt to have their checks delivered to them personally, or mailed to a specified address. If a sport must be canceled during the season for any reason the coach's stipend will be prorated for the length of the shortened season. If the coach has coached for less than 4 weeks, the prorated salary will be paid in full at the next pay period.

5. **Severance:** All compensation owed to an employee who is leaving the District shall, upon request, be paid on the employee's next regular pay warrant.
6. **Errors in Computation:** Errors in computation related to salary and/or fringe benefits shall be brought to the attention of the other party as soon as discovered. In the event the District has made an over payment, the District and the employee shall work out a mutually agreeable plan for payback, which shall not exceed the length of time over which the erroneous payments were initially made or the end of the current school year, whichever is greater. In the event the District has underpaid a coach, the deficit shall be made up at the next available pay period.
7. **Hiring Assistant Coaches:** Assistant coaches will sign a contract for employment before their season practice begins. If the number of participants in the sport does not meet minimum participation requirements, the Athletic Director will notify the terminated assistant coach in writing. The assistant coach's pay will then be prorated based upon the amount of the season they have worked.

### ***Section C. Transportation Benefits***

1. **Vehicle Reimbursement Rate:** Any employee acting in accordance with assigned duties and when requested to travel using his/her own vehicle shall be reimbursed for such travel at current district reimbursement rate.
2. **District Insurance:** The employer shall provide secondary auto and liability insurance coverage only for any employee utilizing his/her private vehicle while performing employment related duties when such trip has been pre-approved. Such coverage will not include side trips or personal errands.
3. **Training:** The District will provide at the district's cost any training by law on transporting students.
4. **CDL Not a Condition of Employment:** Employees shall not be required to hold a Commercial Drivers License (CDL) as a condition of employment.

## **ARTICLE VI. GRIEVANCE PROCEDURE**

### ***Section A. Definitions***

1. **"Grievant"** shall mean a bargaining unit member or group of bargaining unit members or the Association.

2. **"Grievance"** shall mean a claim or complaint by a grievant that:
  - a. There has been a violation, misinterpretation or misapplication of any terms or provisions of this agreement or any rules, order, policy, regulation or practice of the employer that violate this agreement;
  - b. An employee has been treated inequitably; or
  - c. There exists a condition, which jeopardizes employee health or safety.

### ***Section B. Time Limits***

If the grievant fails to file or appeal according to the time-lines set out herein, the grievance may not be further pursued and will be resolved according to the last formal response. In the event the District or its agents fail to meet a time-line, the grievant may proceed to the next step of the procedure. The specified time limits shall be strictly observed but may be extended or shortened by mutual concurrence of the parties.

### ***Section C. Rights to Representation***

1. A grievant shall have the right to be accompanied by the Association at all steps of the grievance procedure.
2. In the event a grievant elects to file and proceed without Association representation, he/she may do so, provided that the Association has an opportunity to be present at every meeting or conference in order to protect its CBA rights (unless such presence is objected to by the grievant), and further provided that copies of the grievance, appeals and responses are given to the President in a timely fashion.
3. A grievance may be processed with a grievant having representation other than him/herself or the Association.
4. The form in Appendix B shall be used for filing a written grievance.

### ***Section D. Individual Rights***

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter through administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is notified in writing of the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

### ***Section E. Procedure***

Grievances shall be processed in the following manner:

**STEP 1. Supervisor:** The Parties encourage employees and their supervisors to attempt to resolve problems through free and informal communications prior to filing formal grievances.

Within 20 days of the occurrence, or when the grievant should have reasonably known of the occurrence, the formal grievance shall be presented in writing to the employee's supervisor, who will arrange for a conference between him/her self, the grievant and the Association or designated Representative to take place within five days after receipt of the grievance. The supervisor shall provide the grievant and the Association with a written answer to the grievance within five days after the meeting. Such answer shall include all reasons upon which the decision was based.

**STEP 2. Superintendent:** If the grievant is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within the time line, the grievance may be appealed to the Superintendent. The Superintendent shall arrange for a hearing with him/her self, the grievant, the first level supervisor and the Association or designated Representative, to take place within five days of his/her receipt of the appeal. The grievant and the Association shall have the right to include in the representation such witnesses they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five days to provide his/her written decision, together with the reasons for the decision to the grievant and the Association.

**STEP 3. Board:** If no satisfactory resolution of the grievance is reached at the Step 2, the grievant may, within five (5) days after the decision in Step 2 is rendered, appeal to the Board. Within twenty (20) days after receiving such notice, the board or a hearing examiner appointed by the Board, shall hold a hearing and render a decision.

**STEP 4. Arbitration:**

- A. If no satisfactory settlement is reached at Step 3, the Association, within fifteen (15) working days of the receipt of the decision may appeal the final decision of the District to the American Arbitration Association for arbitration under the Voluntary Rules.
- B. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the District, the Association and the grievant(s). The parties shall share equally the costs of the arbitration services, but each party shall otherwise be responsible for their separate costs of the arbitration, regardless of which party prevails in the matter.
- C. The arbitrator shall have no power to add to, subtract from, disregard or modify the terms and provisions of this Agreement. Any remedy fashioned for a "continuing grievance" shall be restricted to the period beginning 20 days before the date the grievance was filed.
- D. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law.
- E. The arbitrator shall have no power to disregard the timelines required by the grievance procedure.

## ***Section F. Miscellaneous Conditions***

1. **CBA Expiration:** Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
2. **No Reprisals:** No reprisals of any kind will be taken by the District or its agents against any employee because of his/her participation in this grievance procedure.
3. **Cooperation of the Parties:** The Parties will cooperate in their investigation of any grievance; and will furnish such information as is requested for the processing of any grievance.

For the purpose of assisting an employee or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the District shall permit an employee and/or an Association representative access to and the right to inspect and acquire copies of his/her personnel file, with the employee's written consent, and any other files or records of the District which pertain to the affected employee or any issue in the proceeding in question.

4. **Released Time:** Should the district request the teacher be released from assignment for reason of arbitration or during a grievance he/she shall be released without loss of pay.
5. **Files:** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
6. **Form:** The form for filing grievances is attached to and made a part of this Agreement, Appendix B.
7. **Association Grievances:** If a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance to the Superintendent directly, and the processing of such grievance shall commence at Step 2. Grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.

## **ARTICLE VII. DURATION**

### ***Section A. Effective Dates***

This agreement shall be in effect immediately upon the execution date below and will continue to be in effect through July 31, 2018.

### ***Section B. Openers***

Modifications of this Agreement, matters of common concern, wages, hours, terms and conditions of employment may be subject to negotiation during the term of this Agreement only upon request and by mutual agreement of the parties.

Upon written notice given by the Association to the District not later than February 1, the Parties agree to exchange proposals and commence negotiations on a successor Agreement no later than March 1, 2018.

EXECUTED THIS 26<sup>th</sup> day of May, 2015, at Oroville, Okanogan County, Washington, by the undersigned officers with the authority of and on behalf of the Parties.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

\_\_\_\_\_  
Board Chairman

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Other Negotiator

# APPENDIX A. EMPLOYEE SALARY SCHEDULE

OROVILLE SCHOOL DISTRICT NO. 410  
EXTRA-CURRICULAR SALARY SCHEDULE

BASE: \$34,237 \$34,698 \$35,137 \$35,589 \$36,033 \$36,492

Name of Activity	Index	Years of Experience					
		0	1	2	3	4	5
Head H.S. Football	.135	\$4,622	\$4,684	\$4,743	\$4,805	\$4,864	\$4,926
Asst. H.S. Football	.080	\$2,739	\$2,776	\$2,811	\$2,847	\$2,883	\$2,919
Head Cross Country	.110	\$3,766	\$3,817	\$3,865	\$3,915	\$3,964	\$4,014
Head H.S. Volleyball	.135	\$4,622	\$4,684	\$4,743	\$4,805	\$4,864	\$4,926
Asst. H.S. Volleyball	.080	\$2,739	\$2,776	\$2,811	\$2,847	\$2,883	\$2,919
C-Squad Volleyball	.080	\$2,739	\$2,776	\$2,811	\$2,847	\$2,883	\$2,919
Head Jr. High Football	.070	\$2,397	\$2,429	\$2,460	\$2,491	\$2,522	\$2,554
Asst. Jr. High Football	.060	\$2,054	\$2,082	\$2,108	\$2,135	\$2,162	\$2,190
8th Grade Volleyball	.060	\$2,054	\$2,082	\$2,108	\$2,135	\$2,162	\$2,190
7th Grade Volleyball	.060	\$2,054	\$2,082	\$2,108	\$2,135	\$2,162	\$2,190
Head Girls' Soccer	.135	\$4,622	\$4,684	\$4,743	\$4,805	\$4,864	\$4,926
Asst. Girls' Soccer	.080	\$2,739	\$2,776	\$2,811	\$2,847	\$2,883	\$2,919
Head H.S. Boys' Basketball	.135	\$4,622	\$4,684	\$4,743	\$4,805	\$4,864	\$4,926
Asst. H.S. Boys' Basketball	.080	\$2,739	\$2,776	\$2,811	\$2,847	\$2,883	\$2,919
C-Squad Basketball	.080	\$2,739	\$2,776	\$2,811	\$2,847	\$2,883	\$2,919
Head H.S. Girls' Basketball	.135	\$4,622	\$4,684	\$4,743	\$4,805	\$4,864	\$4,926
Asst. H.S. Girls' Basketball	.080	\$2,739	\$2,776	\$2,811	\$2,847	\$2,883	\$2,919
Head H.S. Wrestling	.135	\$4,622	\$4,684	\$4,743	\$4,805	\$4,864	\$4,926
Asst. H.S. Wrestling	.080	\$2,739	\$2,776	\$2,811	\$2,847	\$2,883	\$2,919
Head Jr. High Wrestling	.060	\$2,054	\$2,082	\$2,108	\$2,135	\$2,162	\$2,190
Asst. Jr. High Wrestling	.050	\$1,712	\$1,735	\$1,757	\$1,779	\$1,802	\$1,825
8th Grade Boys' Basketball	.060	\$2,054	\$2,082	\$2,108	\$2,135	\$2,162	\$2,190
7th Grade Boys' Basketball	.060	\$2,054	\$2,082	\$2,108	\$2,135	\$2,162	\$2,190
8th Grade Girls' Basketball	.060	\$2,054	\$2,082	\$2,108	\$2,135	\$2,162	\$2,190
7th Grade Girls' Basketball	.060	\$2,054	\$2,082	\$2,108	\$2,135	\$2,162	\$2,190
Head H.S. Baseball/Softball	.110	\$3,766	\$3,817	\$3,865	\$3,915	\$3,964	\$4,014
Asst. H.S. Baseball/Softball	.070	\$2,397	\$2,429	\$2,460	\$2,491	\$2,522	\$2,554
Golf	.110	\$3,766	\$3,817	\$3,865	\$3,915	\$3,964	\$4,014
Asst. Golf	.070	\$2,397	\$2,429	\$2,460	\$2,491	\$2,522	\$2,554
Head Boys' Soccer	.110	\$3,766	\$3,817	\$3,865	\$3,915	\$3,964	\$4,014
Asst. Boys' Soccer	.070	\$2,397	\$2,429	\$2,460	\$2,491	\$2,522	\$2,554
Head H.S. Track	.110	\$3,766	\$3,817	\$3,865	\$3,915	\$3,964	\$4,014
Asst. H.S. Track	.070	\$2,397	\$2,429	\$2,460	\$2,491	\$2,522	\$2,554
Head H.S. Tennis	.110	\$3,766	\$3,817	\$3,865	\$3,915	\$3,964	\$4,014
Asst. H.S. Tennis	.070	\$2,397	\$2,429	\$2,460	\$2,491	\$2,522	\$2,554
Jr. High Girls' Track	.060	\$2,054	\$2,082	\$2,108	\$2,135	\$2,162	\$2,190
Jr. High Boys' Track	.060	\$2,054	\$2,082	\$2,108	\$2,135	\$2,162	\$2,190
Summer Weight Training	.060	\$2,054	\$2,082	\$2,108	\$2,135	\$2,162	\$2,190
H.S. Cheerleader/Football	.080	\$2,739	\$2,776	\$2,811	\$2,847	\$2,883	\$2,919
H.S. Cheerleader/Basketball	.080	\$2,739	\$2,776	\$2,811	\$2,847	\$2,883	\$2,919

Amounts to be rounded to the nearest dollar.

1. Coaching experience can be transferred in from all state approved schools (includes all 50 states). Experience must be since the employee had a state teaching certificate and a paid position, not volunteer work.
2. A head coach will get credit applied to any capacity in the same sport if he/she moved to assistant or junior high.
3. A head coach cannot count experience as an assistant coach.
4. Boys' and girls' sports may transfer from one gender to another in the same sport (only one step counted per year.)
5. Varsity assistant, junior high head or assistant can be used interchangeably for experience.



**APPENDIX B. FORMAL GRIEVANCE FORM**

NAME OF GRIEVANT: \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_ BUILDING \_\_\_\_\_

DATE \_\_\_\_\_

PERSON TO WHOM GRIEVANCE IS SUBMITTED: \_\_\_\_\_

ALL SPECIFIC CBA PROVISIONS OR BOARD POLICY THAT IMPACTS THE CBA THAT ARE PURPORTED TO HAVE BEEN VIOLATED:

\_\_\_\_\_  
\_\_\_\_\_

DETAILED DESCRIPTION OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE GRIEVANT BECAME AWARE OF VIOLATION: \_\_\_\_\_

SPECIFIC REMEDY SOUGHT: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF GRIEVANT: \_\_\_\_\_

DATE: \_\_\_\_\_

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

## APPENDIX C. EMPLOYEE EVALUATION REPORT

Employee's Name: \_\_\_\_\_

Assignment: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Check the appropriate box below.

Recommended for rehire

\_\_\_\_\_yes

\_\_\_\_\_no, rationale shall be clearly stated in comment section below\*

\_\_\_\_\_yes, with plan of improvement

Strengths of the employee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Weaknesses of the employee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Suggestions to improve employee's performance

\_\_\_\_\_  
\_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: Employee's signature indicates only that he/she has read and has received a copy of this evaluation, not necessarily that he/she agrees with the content. Employee comments may be attached, if received by District within 10 days of evaluation meeting.

\*Rationale will be based on observations and/or evaluations and according to Due Process and Just Cause as outlined in the OCA Master Agreement.

**APPENDIX D. OROVILLE SCHOOL DISTRICT/OROVILLE COACHES  
ASSOCIATION NOTICE TO EMPLOYEE RECEIVING A DISCIPLINARY ACTION  
OR BEING PLACED ON PROBATION**

You are being presented with this notice and option pursuant to the Agreement between the Oroville School District and the Oroville Coaches Association. The District is not obligated to advise you of your rights beyond presenting you with this notice. If you select the first option below, the District will notify the Oroville Coaches Association that this disciplinary action or probation notice has been given to you.

/ / I do wish to have the Association notified that I have received this notice.

/ / I do not wish to have the Association notified. I understand that the Association will receive no notice from the District of this action. Unless I contact them directly, they will not be informed of this action.

My signature indicates that I have received, read and understand this notice.

\_\_\_\_\_  
Signature of administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of employee

\_\_\_\_\_  
Date

**APPENDIX E. MINIMUM PARTICIPANTS TO JUSTIFY HEAD, ASSISTANT, AND/OR, SECOND ASSISTANT COACHING POSITIONS.**

In order to justify a head coach in a varsity sport a minimum number of athletes must be participating. This number will be set and agreed upon in this CBA. Assistant coaches will be added as numbers warrant additional coaches. Reduced assistant coach will be promoted to 1<sup>st</sup> assistant in accordance with the salary schedule upon reaching threshold numbers below.

Prior to the first practice, the head coach should submit a list of actual participants to the Athletic Director and recommendation of how many coaches the program will justify. This number will have merit after a second list is submitted upon the third full week. The Athletic Director with input from the Head Coach shall have the opportunity to adjust the recommended numbers if extenuating circumstances exist. To address potential delay in filling the position during the start of season, the vacancy may be posted internally for a minimum of two days. Time worked during the start of season will be paid retroactively upon formal hire and Board approval.

The head coach shall be responsible for keeping regular attendance records and report numbers of athletes to the Athletic Director on a weekly basis. The Athletic Director will also attend practices to ensure numbers are consistent. In the event that participation numbers fall below numbers that warrant additional staff, the district reserves the right to reduce staffing at agreed upon thresholds. The Athletic Director, with input from the Head Coach, shall have the opportunity to adjust these staffing numbers if extenuating circumstances exist.

**High School**

<b>Sport</b>	<b>Head Coach</b>	<b>Reduced Assistant</b>	<b>1st Assistant</b>	<b>2nd Assistant</b>
Football (11 man)	14		X	18
Volleyball	7	X	14	26
Girls/Boys Soccer	13		X	26
Girls/Boys	8		X	26
Wrestling	8		X	26
Track	5	X	10	26
Tenni	7		12	26
Golf	5	X	10	26
Baseball/Softball	11		X	26
Cross Country	5	X	10	26

**Junior High**

Footb	14		X	20
Volleyball	7		14	26
Girls/ Boys	8		X	26
Wrestling	5		X	26
Track	5		8	26

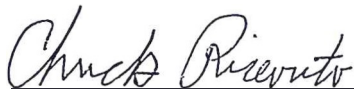
Reduced Assistant Coaches:

\$1,000

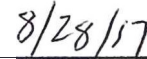
1. Coaching experience can be transferred in from all state approved schools (includes all 50 states).

Experience must be since the employee had a state teaching certificate and a paid position, not volunteer work.

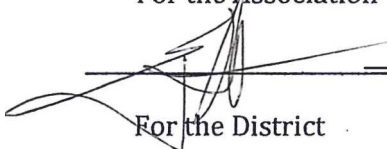
2. A head coach will get credit applied to any capacity in the same sport if he/she moved to assistant or junior high.
3. A head coach cannot count experience as an assistant coach.
4. Boys' and girls' sports may transfer from one gender to another in the same sport (only one step counted per year.)
5. Varsity assistant, junior high head or assistant can be used interchangeably for experience.

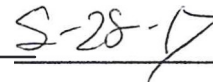


For the Association



Date

  
For the District



Date


Memorandum of Understanding

Between

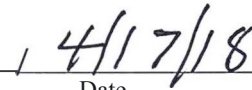
Oroville Coaches Association And

Oroville School District

The Oroville Coaches' Association and Oroville School District agree to roll the current 2015-2018 Collective Bargaining Agreement forward as the new 2019-2021 Collective Bargaining Agreement.



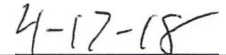
For the Association



Date



For the District



Date