



COLLECTIVE BARGAINING AGREEMENT

2009-2012

between the

Monroe School District No. 103

and the

Monroe Education Association

for the

CLASSIFIED EXTRA-CURRICULAR UNIT

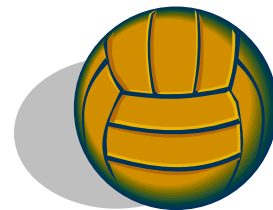
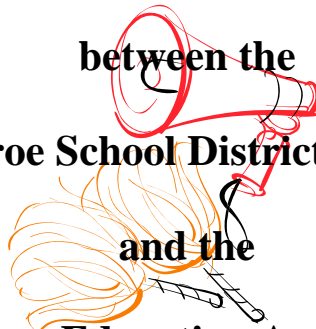


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PREAMBLE

This Collective Bargaining Agreement, hereinafter "Agreement" is entered into by and between the Monroe School District No. 103, through its Board of Directors, hereinafter "District" or "Board," and the Monroe Education Association, hereinafter "Association."

ARTICLE I - RECOGNITION AND DEFINITIONS

Section 1: Recognition

The District recognizes the Association as the sole and exclusive representative for all employees included in the bargaining unit. The bargaining unit is defined as any and all employees of the District in extra-curricular and coaching positions that do not require OSPI certification. The District's Athletic Director is excluded from the unit. In the event that the District determines to add, modify or eliminate any such position, the District shall notify the Association and meet promptly to jointly determine stipends and other terms and conditions for the new, modified, or eliminated activity.

Section 2: Definitions

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

The term "Days" shall mean calendar days unless otherwise specifically defined in this Agreement;

The term "Agreement" shall mean this entire contract;

The term "Association" shall mean the Monroe Education Association;

The term "District" shall mean the Monroe School District No. 103, including its Board of Directors and its administrative or other agents;

The term "Association Representative" shall mean an individual elected, appointed, or designated by the Association;

The term "Employee(s)" shall refer only to member(s) of the bargaining unit as defined in Article I, Section 1.

ARTICLE II - STATUS AND ADMINISTRATION OF AGREEMENT

Section 1: Definition of Agreement

This Agreement, made pursuant to RCW 41.56 by and between the Monroe Education Association and Monroe School District, shall be in effect according to the Duration Clause of this Agreement. This Agreement may not be reopened, except by mutual consent of the parties, during the duration hereof. The parties hereby further agree that they have fully bargained with respect to wages, hours, and terms and conditions of employment and that all wages, hours, and other terms and benefits to be received by the employee from the District are contained in this Agreement and not otherwise.

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District, which shall be contrary to or inconsistent with its terms.

Rules, regulations, policies, resolutions, or practices, other than those dealing with hours, wages, and terms and conditions of employment, not in conflict with this Agreement, shall remain in full force subject to change by Board action; PROVIDED that the Association shall have its right to make a presentation to the Board prior to final action by the Board on the matter.

Nothing herein shall be interpreted as a waiver of Association bargaining rights, if such rights are otherwise allowed by law and this Agreement.

Section 2: Relation to Work Agreement

All employee work agreements dealing with positions within the bargaining unit shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. Any such employee work agreement hereinafter executed shall expressly provide that it is subject to the terms of this Agreement. If any individual employee contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling so long as consistent with law.

Section 3: Conformity to Law

This Agreement shall be governed and construed according to the Constitution and laws of the state of Washington, Washington Administrative Code (WAC), and court decisions binding upon the District. If any provision of this Agreement shall be made invalid by applicable legislation or binding regulations or found contrary to the law by any court of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or

applications of this Agreement shall continue in full force and effect. In such events, the parties agree, upon request by either party, to meet and negotiate substitute sections for those so affected.

Section 4: Distribution of Agreement

Within a reasonable period of time the District shall print and deliver copies of this Agreement to the Association. The Association shall advise the District as to the number of copies desired, PROVIDED THAT in no event shall the District be required to provide more copies than the number of members in the bargaining unit, plus fifty (50) extra copies, and PROVIDED FURTHER, that the District and the Association shall divide equally the cost of providing copies of this Agreement to the Association. The Association and a District representative shall discuss and attempt to agree on format and style of the printed contract. The Association shall be responsible for delivering a copy of this Agreement to each member of the bargaining unit. The District shall be responsible for providing a copy of this Agreement to all employees newly hired by the District.

ARTICLE III - ASSOCIATION RIGHTS

Section 1: Access

The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business, as long as such business does not disrupt school activities.

Section 2: Equipment Use

The Association shall be permitted to use, at reasonable times, school equipment when such equipment is not otherwise in use and as long as such use does not disrupt District activities. The Association shall supply all materials incidental to such use, and where such equipment is damaged or rendered inoperable thereby, shall repair or replace said equipment as required. The Association agrees to pay \$.03 per copy when duplicating information and shall report the number of copies printed and receive billing from the District.

Section 3: Membership Communication

The Association shall have the exclusive right of education employee organizations to utilize space on staff bulletin boards, at least one of which shall be provided in each school in the District, and located in the faculty lounge or a place having reasonable access to employees and unavailable to students and the public generally. Such use shall be for notice of activities and matters of Association organization. The Association shall have the right to use the employee mail boxes located in the individual buildings, PROVIDED a copy of items of general distribution shall be given to the building principal and Superintendent. The parties recognize that the use of employees' mailboxes to distribute political endorsements is prohibited by law.

Section 4: Availability of Information

The District shall provide financial information to the Association in order for the Association to represent employees in the bargaining unit.

The Board or its agents shall furnish to the Association, at no cost to the Association, the names and addresses of all employees represented by the Association.

The parties hereby agree, in connection with collective bargaining, to provide pertinent and relevant information to the other party as may be necessary, from time to time, in order that collective bargaining may proceed. Such information will be provided at no cost to the party requesting the information.

Section 5: Employee Organization Membership and Representation Fees

The Association shall have the right to have deducted from the salaries of its members and other employees in the bargaining unit, the dues required for membership in the Association, or, for non-members, a fee equivalent to such dues herein called "representation fees." Members of the Association shall also be entitled, upon their authorization, to have annual WEA and NEA political action committee dues deducted. On or before August 25 or within one (1) week after the execution of this Agreement, or a successor Agreement, the Association shall procure and deliver to the district: (a) a verification of the dues for membership in the Association or the equivalent thereof and a breakdown thereof, and (b) signed payroll authorization forms

from each employee within the bargaining unit authorizing the payroll deduction; PROVIDED that, in the event of refusal to sign such authorization by non-members of the Association, a list of such persons shall be furnished to the District office. Such payroll authorizations shall continue for the current school term and be automatically renewable annually during the term of this Agreement; PROVIDED that such authorization may be revoked annually by any employee for the following school year prior to the commencement of each school year, subject to the terms hereof. Employees who have joined the Association and paid by means other than payroll deduction, as verified by the Association, shall not be subject to payroll deduction for dues or representation fees.

The District will notify the Association of all new employees within two weeks after their official appointment by the Board of Directors.

Deductions of membership and representation fees will be made in installments divided equally over a time period determined by the payroll department based on the dues or fee amounts given the District by the Association. The District will remit such deductions to the employee organization or designated depository monthly. A list of all persons for whom the District is making deductions will be furnished to the Association at the beginning of each school term and any changes thereafter will be provided monthly, as required.

In connection with employees who have failed or refused to sign an authorization for deduction of membership, the District will, nevertheless, make such deductions as a representational fee, PROVIDED that if any such non-authorizing employee shall file with the District a written claim of a bona fide religious objection to non-association or non-payment of such fees with the District, within fifteen (15) days of request for such authorization by the Association, the District will deduct such fees and hold the same in a special account pending determination of such matter consistent with law.

The Association hereby agrees to defend and hold the District harmless from any or all suits, actions, claims, demands, damages, fees, and costs, including attorney's fees, asserted or claimed against the District as a result of or arising from the District's enforcement, application, or carrying out of this provision, except that the Association shall not be responsible for any unauthorized deductions made at the District's fault. It is understood that the Association shall have the right to utilize an attorney of its choice in defending and holding the District harmless as provided above. The Association, nevertheless, agrees to reimburse any employee from whom such fees in excess of the amount authorized herein were deducted, as long as the Association received such excess amount. The Association agrees that the District assumes no responsibility in connection with such deductions except as to forwarding moneys as herein set forth.

Section 6: Released Time

The parties recognize that ordinarily proceedings in connection with collective bargaining and grievances shall not take place during normal employee working hours, without the mutual consent of both parties or their representatives.

Whenever Association representatives, who are designated beforehand and are directly involved in negotiations as spokespersons or regular negotiations team personnel or as participants as witnesses or grievants, are mutually scheduled with the Board's or administration's representatives to participate in negotiations or grievance hearings during working hours, said persons shall suffer no loss of pay.

ARTICLE IV - EMPLOYEE RIGHTS

Section 1: Individual Rights

Employees shall be entitled to full rights of citizenship. There shall be no discipline or discrimination with respect to the employment of any employee because of such person's age, sex, marital status, race, creed, color, national origin, sexual orientation or the presence of any sensory, mental, or physical handicap, unless the particular handicap prevents the proper performance of the particular employee involved.

The Board recognizes that the employees have all the political rights and responsibilities incumbent upon American citizens and encourages the exercise of these rights and responsibilities.

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under applicable laws and WAC provisions, subject to the provisions of this Agreement.

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, sexual orientation, disability or marital status except as otherwise required by the District's affirmative action program or in

accordance with law. Membership in the Association shall not be denied to any employee because of domicile, race, creed, religion, color, national origin, sex, disability, or marital status.

Section 2: Right to Join and Support Association

Employees shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining, through representatives of their own choosing, and for mutual aid and protection. Employees shall also have the right to refrain from any and all such activities covered in this provision, except to the extent that they may be required to pay a representation fee in accordance with this Agreement.

The District shall not discriminate against any employee in regard to hiring, tenure of employment, or any term or condition of employment as a result of membership in the Association or institution of any grievance, complaint, or proceeding under this Agreement.

Section 3: Just Cause

A. Notification of a Non-Disciplinary Concern

There may be occasion when an employee's supervisor has a need to discuss a concern/allegation with an employee and the supervisor knows that no disciplinary action is warranted. The supervisor may discuss the concern or allegation with the employee. During the discussion the employee will be afforded time to provide additional information. The discussion may be summarized by the supervisor in a written Conference Summary consistent with the following guidelines:

1. A Conference Summary is not disciplinary, does not take the place of any of the disciplinary steps, shall make no findings of misconduct, shall impose no sanctions, and shall not be used as evidence of discipline in any future disciplinary action. A Conference Summary may include the date, time, and subject matter of the informal discussion that was held. A Conference Summary may be used to remind or clarify an existing rule, policy, or conduct expectation that is expected of all employees. In the disciplinary process, the Conference Summary may only be used ~~only~~ as evidence that an issue has been addressed with an employee ~~should~~ if the same/similar issue ~~be~~ is raised again.
2. The supervisor shall provide copies of a Conference Summary in a timely manner to the employee. A copy may be maintained by the employee's supervisor in a working file. A copy shall not be placed in the employee's personnel file. The employee shall have the right to have a response to the Conference Summary attached to the supervisor's working file copy. If there have been no further issues related to the subject matter or clarified existing rule or conduct expectation described in said Summary, an employee may have a Conference Summary removed from the supervisor's working file after two (2) years from the date of entry, provided this limitation shall not apply to a subject matter, rule, or conduct expectation that relates to student health and/or safety.

B. Notification of Disciplinary Investigation

There are other occasions when an administrator/designee has a need to discuss a concern/allegation with an employee and should the concern/allegation be true, the administrator/designee believes there is potential for disciplinary action to be taken.

Any concern/allegation made against an employee by any parent, student, or other person will be called to the attention of the employee if disciplinary action is a potential result. Any concern/allegation not called to the attention of the employee within twenty five (25) calendar days from administrative knowledge of the concern/allegation may not be used as the basis for any disciplinary action against the employee. Nothing in this Section precludes the District from taking investigatory steps prior to notification to the employee of the allegation.

Notification to the employee will be done in one of the following ways:

1. Normal Notification

The administrator/designee will meet with the employee and inform the employee that a concern/allegation has been brought to his/her attention. The administrator/designee will inform the employee of the general nature of the concern/allegation unless to do so would jeopardize the integrity of an investigation.

2. Notification Including Administrative Leave

There may be some occasions it would be reasonable to conclude, based on a concern/allegation assumed to be true, that an employee's continued presence in the workplace could pose a threat or danger to a student, another employee, self, or District property, and/or could interfere with the ability of the administrator/designee to conduct a thorough investigation into the concern/allegation against the employee, and/or could disrupt the educational or work environment. At the time the District decides to place an employee on administrative leave and before the employee is informed, the President of the Association shall be informed of the specific reason(s) that warrant such leave. In the event the President of the Association is not available, the Uniserv representative assigned to the District shall be informed.

To place an employee on administrative leave, the administrator/designee will meet with the employee and inform the employee that a concern/allegation has been brought to his/her attention and that the employee is to be placed on paid administrative leave. This leave is not disciplinary in nature and does not presume guilt. Any conditions attached to such administrative leave shall be in writing and shall be reviewed with the employee at this meeting. It will be the administrator/designee's decision as to whether to inform the employee at the time of being placed on administrative leave of the general nature of the concern/allegation.

Given the difficult situation an employee faces when on administrative leave, the District will complete its investigation in an efficient and timely manner. The Association President shall be given regular updates as to the status of any investigation being conducted when an employee has been placed on administrative leave.

3. When Employee is Initially Informed of Concern/Allegation per Paragraphs 1 or 2, Above

If the administrator/designee informed the employee of the general nature of the concern/allegation, the administrator/designee will advise the employee that this meeting is not for investigative purposes and thus the employee will not be asked for a response to the concern/allegation. An investigative meeting will be arranged in a timely manner at a time convenient to all parties involved. Prior to the meeting, the concern/allegation will not be discussed with the employee.

4. When Employee is Not Initially Informed of Concern/Allegation per Paragraphs 1 or 2, Above

If the administrator/designee did not inform the employee of the general nature of the concern/allegation, another meeting will be scheduled within a reasonable period of time for that purpose. This additional meeting is not for investigative purposes and thus the employee will not be asked for a response to the concern/allegation. An investigative meeting will be arranged in a timely manner at a time convenient to all parties involved. Prior to the meeting, the concern/allegation will not be discussed with the employee.

C. Investigative Meeting(s)

At the initial investigative meeting, the administrator/designee will provide information as to the nature of the concern/allegation so that the employee may have the opportunity to provide additional information, answer questions, and provide his/her version of the events under discussion. No disciplinary action will be taken at this meeting as the purpose of the meeting is to gather information and provide the employee with the opportunity to tell his/her side of the concern/allegation under investigation.

If after the initial investigative meeting the administrator/designee believes additional investigation is warranted, the administrator/designee will set a tentative timeline for a subsequent meeting with the employee and his/her Association representative. If additional investigation is not needed, the administrator/designee will set a follow-up meeting to inform the employee of the results of the investigation and the disciplinary action, if any, to be taken.

If during the course of an investigation an additional concern or allegation is surfaced from sources other than the employee under investigation, the employee and the Association President shall, prior to the employee being interviewed regarding such additional concern or allegation, be given notice of the additional concern/allegation.

D. Right to Respond to Complete Investigative Record

The witness statements and other information forming the basis for possible disciplinary action will be made available to the employee before the conclusion of the investigation. The employee shall have the right, before any disciplinary action is taken, to receive and respond to the witness statements and other information that contributes to the potential

decision of the District to take disciplinary action. This right may require another investigative meeting with the employee even if the employee had been interviewed earlier in the investigative process.

E. Results of Investigation

There may be three outcomes of an investigation:

1. The concern/allegation is proven to be false so no disciplinary action is taken;
2. The evidence is inconclusive regarding whether the concern/allegation is true or false and thus no disciplinary action is taken; or
3. Disciplinary action may be taken in accordance with paragraph G, below.

If the outcome of an investigation is either 1, or 2, above, a brief letter will be written to the employee indicating the result of the investigation was either that the allegations were shown to be false or that the evidence was inconclusive. In either event, the letter will also state that no disciplinary action will be taken. A copy of the letter will be maintained in the employee's personnel file but is subject to purging as identified in Article IV, Section 5 of this Agreement when requested by the employee.

F. Just Cause and Progressive Discipline

No employee shall be disciplined without just cause. Progressive discipline minimally includes verbal warning, written reprimand, suspension without pay, and discharge. The seriousness of an employee incident or action can be sufficient cause to forego one or more of these disciplinary steps. The District shall observe a policy of progressive discipline except where the circumstances warrant greater discipline. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

G. Association Representation

An employee shall be entitled to have an Association representative present at any meetings held for the purposes outlined in paragraphs B through E. The employee may proceed with the meeting without union representation, although the District and Association prefer that a union representative be present. The burden of ensuring Association representation will be the employee's.

A bargaining unit member who is not under investigation but is interviewed during the course of an investigation shall be entitled to have an Association representative present. The Association agrees to provide representation in a timely manner so as not to delay meetings.

H. Grievance Limitation

Actions that result in discharge, nonrenewal, or suspension of an employee from their extra-curricular or coaching position shall not be subject to the grievance procedure.

I. Miscellaneous

Any discipline administered as a result of District Policy #3510 (Drug Free Schools, Community and Workplace) will be consistent with this section.

Section 4: Personnel Files

Employees or former employees whose personnel files are still maintained shall, upon request and making an appointment with the appropriate personnel administrator, have the right to inspect, during usual District office hours, all contents of their complete personnel files kept within the District. Upon request, one copy of any documents contained therein shall be afforded the employee at District expense; additional copies shall be at the employee's expense but at no more than six cents (\$.06) per page. A separate file for processed grievances shall be kept apart from the employee's personnel file, which separate file shall also be open for inspection by the employee.

Another person, at the employee's request, may be present at any file review; however, the employee will sign a consent form for that purpose.

Before anything additional is placed in the employee's personnel file, a copy will be given to the employee.

No correspondence or other material making any reference to an employee's, or former employee's competence, character, or manner, shall be kept or placed in a personnel file without allowing the employee to attach a short, concise statement of his/her own written position on such matter.

Except for material that relates to student health and/or safety, no derogatory material shall remain in an employee's file for more than two (2) years from the date of entry unless a continuation of the same type of problem is shown in the file within the two (2) year period.

Upon request by the employee, the Superintendent or his/her official designee shall sign an inventory sheet to verify contents of a personnel file at the time of inspection by said employee.

Material in the employee's personnel file will not be copied or made accessible to persons other than the employee or his/her agent, and District personnel with a need for access.

Section 5: Employee Protection

- A. The District shall hold harmless and defend from any financial loss, including reasonable attorney's fees, each employee who is employed by the District from claims for damages caused or alleged to have been caused in whole or in part by that employee while performing his or her duties as an employee in the District, under the provisions of the District's liability policy; PROVIDED, that the District shall not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to the employee's willful negligence, violation of law, or criminal act as determined by a court of law.
- B. The District is committed to employee safety. This commitment is underscored in District policies #9470, Maintenance of a Safe and Orderly Environment and #9465, Notification of Threats of Violence or Harm. Employees who perceive that their safety is threatened, in any manner, are encouraged to immediately contact their direct supervisor and/or a District administrator. Any case of assault upon an employee shall be promptly reported to the District. The District will provide for the defense of an employee under this paragraph, where the employee was performing his/her duties, and was not committing willful negligence, a violation of law, or a criminal act. The District shall promptly render all assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.
- C. Due process shall be taken upon any written complaint by a parent of a student directed toward an employee, by notification to the employee.
- D. The District shall provide, as long as required under RCW 28A.400.370 under the provisions of its insurance policy, protection for loss or damage to personal property and for personal injury, which the District becomes legally obligated to pay under the terms of the insurance policy, while such employees are engaged in the maintenance of order and discipline and the protection of school personnel and students, and the property thereof, when that is deemed necessary by the employee.
- E. The District shall reimburse the employee for replacement of major items of clothing or approved personal property damaged beyond repair, destroyed, or stolen, during the course of his/her employment; PROVIDED such loss is not the result of said employee's failure to take reasonable preventive measures; and PROVIDED that any such personal property is necessary for the carrying out of the District's educational objectives; and PROVIDED that the employee has turned in a written list of personal items to be used prior to the principal or appropriate supervisor providing

written approval for the employee's utilization of the personal property for educational endeavors; and that the Business Office has been notified, in writing, prior to use of the employee's personal property.

- F. The District shall reimburse or repair the damage to an employee's personal vehicle should such damage occur during the employee's normal working time; and PROVIDED such loss occurred on school property in an area assigned for employee parking. Any loss to the vehicle will be paid PROVIDED the loss is not the result of the employee's failure to take reasonable preventive measures. The District shall pay for loss under this section on a one (1) time basis per employee, each academic year, up to a maximum of one hundred dollars (\$100.00) or twenty-five percent (25%) of the valued loss. Claims submitted for reimbursement under this section must be completed on proper District forms and shall include valid and documented evidence to support the employee's position.
- G. The District is committed to a safe and civil educational environment for all students, employees, volunteers and patrons, free from harassment, intimidation or bullying. This commitment is underscored in District policies #5325, Prohibition of Harassment, Intimidation and Bullying, and #9480, Civility.

Section 6: Student Discipline

Every employee has the right to expect acceptable behavior from all students, and the duty and responsibility to maintain discipline and an adequate educational atmosphere among all students under his/her direct or indirect control; and in recognition of the fact that good order and discipline are essential for a sound educational environment, the District and the Association agree as follows:

- A. Discipline shall be enforced reasonably, fairly, and consistently among all students.
- B. An employee may, at any time, use such reasonable force, consistent with law, as is necessary to protect himself/herself, a fellow employee, certificated employee, or administrator, or a student from attack, physical abuse, or injury.
- C. The District shall support and uphold its employees in their use of prudent, legal, and reasonable disciplinary measures to maintain order and protect the safety and well-being of pupils and employees.

Section 7: Individual Work Agreements

The District shall provide each employee with a written work agreement defining their extra-curricular or coaching assignments.

Work agreements for extra-curricular and coaching assignments are for the length of that particular activity or sport. The District shall notify employees in writing, of appointments for the next year as early as possible and, if possible, no later than thirty (30) days before the assignment is to begin. If an employee is not to be issued a work agreement for the next year in an area where he/she holds a work agreement for the current year, he/she will be notified by the District at least by the last student day of the current school year. Normally, each employee shall receive a work agreement detailing salary, position, and days prior to the first day the assignment commences.

Two (2) copies of the work agreement shall be given to the employee each year for signature. The original is forwarded to the District office and shall be placed in the employee's personnel file. The copy is retained by that employee at the time it is signed.

Such work agreements shall include the following statement:

"This contract shall be subject to the terms and conditions of the collective bargaining agreement between the District and the Monroe Education Association. Should any of the terms of this individual employee contract be inconsistent with the terms of the collective bargaining agreement, the terms of the collective bargaining agreement shall prevail."

Section 8: Vacancies and Job Postings

To assure that employees are given every consideration in filling any extra-curricular or coaching vacancies or newly created positions which occur at any time within the District, the following procedures shall be used:

- A. All extra-curricular or coaching vacancies and new positions shall be publicized to the staff through a written notice which shall be posted on a staff bulletin board at each school as far in advance of the date of the opening of any vacancy or new position as possible. During the summer recess, such notices shall be mailed to the Association President and to employees with active reassignment requests.
- B. Said notice of vacancy or new position shall clearly set forth the qualifications for the position and procedures for applying.
- C. All vacancies or new positions shall be filled on the basis of qualifications for the positions.

ARTICLE V - MANAGEMENT RIGHTS

The District and the Association jointly recognize that the Board retains the exclusive right to formulate and implement policies and rules governing the educational programs and services of the District. The Board retains the exclusive right to manage the District and to direct its employees, including the customary and usual rights, powers, functions, and authority of management vested in school districts. The Board retains the right to delegate such management rights to management personnel as appropriate. No other delegation of such responsibility is intended or is to be implied by any provision of this Agreement. This Article shall be subject to the express terms and conditions of this Agreement.

ARTICLE VI - EXTRA CURRICULAR SALARY SCHEDULE

Section 1: General Provisions

Experience must be in the same activity in which the increment is being paid.

- A. Employees continuing in the same position will receive experience increments in accordance with their total in the District for that position.
- B. Frosh or assistant coaches moving into a head coaching position within the same sport will receive half credit for each year of experience up to a maximum of five (5) years experience.
- C. All extra-curricular jobs shall have descriptions stating minimum requirements.
- D. All coaches, directors, or advisors will be observed during their season or activity period by the principal, assistant principal, or athletic director, with a formal evaluation conducted at the end of the season or activity period.
- E. Openings for extra-curricular positions shall be made known to all staff members, in accordance with Article IV, Section 8 herein.
- F. New positions may be added to the extra-curricular schedule during the term of this Agreement as mutually agreed by the District and Association.
- G. It is recognized that the District shall remain in compliance with Title IX regulations. Upon awareness of a violation of Title IX regulations, appropriate action will be taken to bring the District into immediate compliance with Title IX regulations.
- H. Intramural activities, clubs and sports will be added based on student interest each quarter and approved by the building principal.
- I. Each coach or extra-curricular advisor shall be entitled to attend clinics or conferences during non-school time which are directly related to his/her extra-curricular assignment. The District will provide a maximum of \$100 per employee per year to cover expenses associated with attendance. By March 31, or earlier if requested by Association, unused funds will be pooled and advisors may apply to use up to a total of \$300 on a first-come, first-served basis.

- J. Full-time employees shall have the option: (1) to have their extra-curricular pay prorated over the twelve (12) month budget year or from the time the extra-curricular assignment is made to the end of the budget year if the assignment is made after September 10, or (2) the option of having their pay prorated only for the months of a particular season or activity period. For those employed only for a particular season or activity period, pay shall be prorated only over the months of that particular season or activity period.
- K. Extended Seasons: For coaches whose teams qualify for playoffs beyond the District Conference Playoffs level, a week's pay based on length of the regular season shall be added for each week involved in the playoffs (e.g., a twelve (12) week regular season, with one (1) additional playoff week beyond District, would result in a payment of 1/12th of the regular coaching stipend). The number of assistant coaches who would qualify for playoff stipends will be consistent with the WIAA recommended number of coaches per sport. Non-athletic activity advisors will receive similar compensation for additional time beyond the normal duration of their assignment due to student competitions in that activity. In that event, the employee shall receive 1/12th of his/her regular stipend for each additional competition.
- L. Longevity: Coaches or activity advisors who enter their eighth (8th) year of experience in the same sport or activity will receive an additional five percent (5%) of their sixth (6th) year stipend. Those who enter their eleventh (11th) year of experience will receive an additional ten percent (10%) of their sixth (6th) year stipend. Those who enter their sixteenth (16th) year will receive an additional twenty percent (20%) of their sixth (6th) year stipend.

Section 2: Extra Curricular Salary Schedules

The Extra Curricular Salary Schedules are attached as appendices. Schedules A and B are shown for each year of this three year Agreement.

Section 3: Travel

When authorized or required by their supervisor or job assignment, employees utilizing their private automobile to travel on school business shall be compensated at the rate set by the Internal Revenue Service.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1: Definitions

A "Grievant" shall mean an employee having a grievance or, in connection with Association Rights, the Association.

A "Grievance" shall mean a claim by a grievant that a dispute or disagreement exists involving the interpretation or application of this Agreement.

"Days" shall mean calendar days, except as otherwise indicated. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of the procedure, unless the grievant and the other person involved at that level mutually agree to an extension.

Section 2: Limitation

All grievance procedures, as hereinafter set forth, shall be initiated by the employee within thirty (30) days of the date such grievance is discovered or reasonably should have been discovered. A grievance not presented in accordance with the foregoing shall be considered to have been waived by the grievant and will be denied. This grievance procedure shall be the exclusive method of resolving grievances covered hereby.

Section 3: Procedure

The parties agree that it is most desirable for problems to be resolved between the employee and the immediate supervisor, and nothing herein shall prevent an employee from taking up any claimed grievance with the immediate supervisor.

Step 1

Within the time period provided herein, the grievant shall present to the immediate supervisor or building principal, as applicable, the grievance, on a grievance form provided by the Association. The immediate supervisor shall arrange a meeting with the grievant and an Association representative, if requested by the grievant, within four (4) days thereafter. Within five (5) days after such meeting, the immediate supervisor or principal, as applicable, shall provide the grievant with a written decision and the reason or reasons therefor.

Step 2

If the decision rendered under Step One does not resolve the grievance, or if the supervisor or principal has failed to meet the time limits, the grievant may, within three (3) days thereafter, appeal the grievance in writing (Form B) to the Superintendent or his/her designee, which designee may not be the supervisor involved. The Superintendent or his/her designee, shall arrange for a meeting by the grievant to take place within five (5) days of receipt of the appeal. The grievant and District shall have the right to include at the meeting such witnesses and evidence as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the presentation, the Superintendent will have five (5) days to provide a written decision to the grievant (Form C) and the reason or reasons therefor.

Step 3

1. If the Association is not satisfied with the decision of the grievance at Step Two, or if no decision has been made within the period(s) specified therein, the Association may, within ten (10) days notice thereof, request in writing that the grievance be heard before an impartial arbitrator. The Association shall have the option to seek arbitrators through either the American Arbitration Association (AAA) in accordance with its Labor Arbitration Rules or the Federal Mediation and Conciliation Service (FMCS). If FMCS is chosen the request to FMCS will include a request for a list of at least eleven (11) arbitrators. From that list each party will separately strike unacceptable arbitrators and rank the remaining in order of preference. The highest ranking common arbitrator remaining on the list shall be selected. If there is no common arbitrator after the striking and ranking process, an additional list will be requested from FMCS.
2. The initial meeting before the arbitrator shall take place not more than fifteen (15) calendar days subsequent to the date of notification to the arbitrator, unless a later date is found agreeable to the parties or necessary to the convenience of the arbitrator.
3. Neither party shall be permitted to assert in the arbitration proceedings any claim or to rely on any evidence which was not previously disclosed to the other party.
4. The arbitrator shall have only such jurisdiction and authority as is specifically granted by this Agreement. The arbitrator shall be limited to determining whether or not the District or Association has violated or failed to apply the specific provision or provisions of this Agreement as initially presented in the grievance. The arbitrator shall have no power to destroy, change, add to, or delete from any of the specific terms of this Agreement. The arbitrator shall be required to provide a decision in accordance with the express language of this Agreement. Grievances not processed in accordance with the provisions of this Agreement shall not be subject to arbitration. Any matter coming before the arbitrator which is not within the authority, function, and jurisdiction as herein defined, shall be rejected on that basis without any further decision or recommendation.
5. The decision of the arbitrator, when provided in accordance with the foregoing shall be final and binding upon both parties. The decision will be provided by the arbitrator within twenty (20) days, unless the arbitrator requests additional time.
6. Except as otherwise provided in this Agreement, each party shall bear the expense of preparing and presenting its own case. The cost, if any, of the arbitrator and incidental expenses shall be borne equally by the Association and the District.

Section 4: Representation

At least one (1) Association representative may, at the option of the grievant, be present for any meetings, hearings, appeals, or other proceedings relating to a grievance during Steps One through Four, to make the Associations' views known.

Section 5: Time Limit Exception

When a grievance is submitted on, or is in progress after June 1, time limits shall consist of week days, exclusive of Saturdays, Sundays and holidays, so that the matter may be resolved as soon as possible thereafter. When a time limit ends on a non-contract day during the contract year, the time limit shall be extended to the next contract day.

Section 6: Reprisals

No reprisals of any kind will be taken by the Board, the Association, or the school administration against any employee because of his/her participation, or lack of participation, in any grievance.

Section 7: Cooperation of Board, Administration, and Association

The Board and the Administration will cooperate with the Association in its investigation of any grievance, and further, will furnish the Association such information as is pertinent to the processing of a grievance. The Association will likewise cooperate with the Board and Administration in its investigation of any grievance and will furnish them such information as is pertinent to resolving a grievance.

Section 8: Grievance Forms

Forms for filing and processing grievances shall be provided to the Association and shall be similar in style and format with those forms used by the non-supervisory certificated bargaining unit represented by the Association.

Section 9: Continuity of Grievance

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

Section 10: Consolidation of Grievance

In connection with grievances by multiple grievants dealing with the same grievance and the same supervisor or principal, the grievances shall be consolidated for proceedings at Step One. For grievances by multiple grievants dealing with the same grievance, but different supervisors or principals, they shall be consolidated at Step One for the same supervisors or principals, and at Step Two for further proceedings.

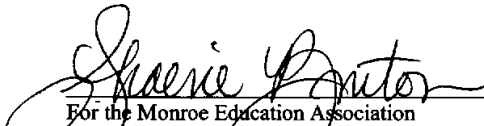
DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2009 and shall continue in effect through the thirty-first (31st) day of August, 2012.



For the Monroe School District

10-30-09
Date



For the Monroe Education Association

10-30-09
Date

Appendix A-2 – 2009-10 Schedule B

2009-10 Extra-Curricular Salary Schedule

SCHEDULE B 2009-10

Years of Experience	Based on 70% of Schedule A							Based on % of 6-7 years		
	0	1	2	3	4	5	6-7	+ 5%	+ 10%	+ 20%
A High School Assistants Basketball Football Track Wrestling	2,868	2,964	3,066	3,167	3,274	3,384	3,500	3,676	3,851	4,201
B High School Assistants Baseball Cross Country Golf Soccer Softball Tennis Volleyball	2,253	2,330	2,407	2,489	2,572	2,660	2,750	2,887	3,025	3,300
C Middle School: Track Coordinator Football Coordinator	1,843	1,905	1,970	2,036	2,104	2,175	2,250	2,363	2,476	2,701
D High School Assistant Drama Band Assistant Middle School Basketball Football Assistants Softball Track Assistants Cross Country Volleyball Wrestling	1,433	1,483	1,532	1,584	1,637	1,692	1,750	1,838	1,925	2,100
E HS Summer Weight Adv.	1,229	1,270	1,314	1,357	1,403	1,451	1,500	1,574	1,649	1,799
*Middle School and Elementary Intramurals/Activities	1,229	1,270	1,314							
F	1,024	1,059	1,094	1,131	1,169	1,209	1,250	1,313	1,375	1,500
G High School Pep Band Assistant Spring Marching Band	614	636	657	677	702	725	750	788	825	900

*For each year of this Agreement the District may allocate to each elementary and middle school a number of full stipends to be paid for supervision of intramural or other student activities that are not listed on the extra-curricular salary schedule. As soon as it is known, the District will inform the Association President of the number of full stipends available for each school for each year of this Agreement. The BLT at each school will decide what activities will be offered, whether the position is an extra-curricular (open to both certificated and classified staff) or co-curricular position (offered only to certificated staff), and the appropriate pay for supervision of same. The pay for a full stipend shall be based Group E years 0, 1, & 2 of the extra-curricular salary schedule, and in accordance with the following formula:

Stipend Level	# of Days	Hrs. P.D	Tot. Hrs.
Full	36	1.5	54
3/4	27	1.5	40.5
2/3	24	1.5	36
1/2	18	1.5	27
1/3	12	1.5	18
1/4	9	1.5	13.5

The hours are to be worked in addition to the 30 minute before/after school requirement.

Appendix B-2 – 2010-11 Schedule B

2010-11 Extra-Curricular Salary Schedule

SCHEDULE B 2010-11

Years of Experience	Based on 70% of Schedule A							Based on % of 6-7 years		
	0	1	2	3	4	5	6-7	+ 5%	+ 10%	+ 20%
A High School Assistants	2,911	3,009	3,111	3,214	3,323	3,435	3,553	3,731	3,909	4,264
Basketball										
Football										
Track										
Wrestling										
B High School Assistants	2,287	2,365	2,443	2,526	2,610	2,700	2,791	2,930	3,070	3,349
Baseball										
Cross Country										
Golf										
Soccer										
Softball										
Tennis										
Volleyball										
C Middle School:	1,871	1,934	2,000	2,067	2,136	2,208	2,284	2,398	2,513	2,741
Track Coordinator										
Football Coordinator										
D High School	1,454	1,505	1,555	1,607	1,661	1,717	1,776	1,865	1,954	2,132
Assistant Drama										
Band Assistant										
Middle School										
Basketball										
Football Assistants										
Softball										
Track Assistants										
Cross Country										
Volleyball										
Wrestling										
E HS Summer Weight Adv.	1,247	1,289	1,334	1,378	1,424	1,473	1,522	1,598	1,674	1,826
*Middle School and Elementary Intramurals/Activities	1,247	1,289	1,334							
F	1,039	1,075	1,111	1,148	1,187	1,227	1,269	1,333	1,396	1,523
G High School	624	645	666	688	713	736	762	800	838	914
Pep Band Assistant										
Spring Marching Band										

*For each year of this Agreement the District may allocate to each elementary and middle school a number of full stipends to be paid for supervision of intramural or other student activities that are not listed on the extra-curricular salary schedule. As soon as it is known, the District will inform the Association President of the number of full stipends available for each school for each year of this Agreement. The BLT at each school will decide what activities will be offered, whether the position is an extra-curricular (open to both certificated and classified staff) or co-curricular position (offered only to certificated staff), and the appropriate pay for supervision of same. The pay for a full stipend shall be based Group E years 0, 1, & 2 of the extra-curricular salary schedule, and in accordance with the following formula:

Stipend Level	# of Days	Hrs. P.D	Tot. Hrs.
Full	36	1.5	54
3/4	27	1.5	40.5
2/3	24	1.5	36
1/2	18	1.5	27
1/3	12	1.5	18
1/4	9	1.5	13.5

The hours are to be worked in addition to the 30 minute before/after school requirement.

Appendix C-2 – 2011-12 Schedule B

2011-12 Extra-Curricular Salary Schedule

SCHEDULE B 2011-12

Years of Experience	Based on 70% of Schedule A							Based on % of 6-7 years		
	0	1	2	3	4	5	6-7	+ 5%	+ 10%	+ 20%
A High School Assistants	2,954	3,054	3,158	3,263	3,373	3,486	3,606	3,787	3,967	4,328
Basketball										
Football										
Track										
Wrestling										
B High School Assistants	2,321	2,400	2,480	2,563	2,649	2,740	2,833	2,975	3,116	3,399
Baseball										
Cross Country										
Golf										
Soccer										
Softball										
Tennis										
Volleyball										
C Middle School:	1,898	1,963	2,030	2,098	2,168	2,242	2,318	2,434	2,550	2,782
Track Coordinator										
Football Coordinator										
D High School	1,476	1,528	1,579	1,631	1,686	1,743	1,803	1,893	1,984	2,164
Assistant Drama										
Band Assistant										
Middle School										
Basketball										
Football Assistants										
Softball										
Track Assistants										
Cross Country										
Volleyball										
Wrestling										
E HS Summer Weight Adv.	1,265	1,308	1,354	1,398	1,445	1,495	1,545	1,622	1,699	1,854
*Middle School and Elementary Intramurals/Activities	1,265	1,308	1,354							
F	1,054	1,091	1,127	1,165	1,204	1,246	1,288	1,352	1,417	1,546
G High School	633	655	676	698	723	747	773	811	850	927
Pep Band Assistant										
Spring Marching Band										

*For each year of this Agreement the District may allocate to each elementary and middle school a number of full stipends to be paid for supervision of intramural or other student activities that are not listed on the extra-curricular salary schedule. As soon as it is known, the District will inform the Association President of the number of full stipends available for each school for each year of this Agreement. The BLT at each school will decide what activities will be offered, whether the position is an extra-curricular (open to both certificated and classified staff) or co-curricular position (offered only to certificated staff), and the appropriate pay for supervision of same. The pay for a full stipend shall be based Group E years 0, 1, & 2 of the extra-curricular salary schedule, and in accordance with the following formula:

Stipend Level	# of Days	Hrs. P.D	Tot. Hrs.
Full	36	1.5	54
3/4	27	1.5	40.5
2/3	24	1.5	36
1/2	18	1.5	27
1/3	12	1.5	18
1/4	9	1.5	13.5

The hours are to be worked in addition to the 30 minute before/after school requirement.