

# **Tonasket School District Extracurricular/Board Contract 2022-2025**

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# **Tonasket School District Extracurricular/Board Contract 2022 through 2025**

## **Section A. Preamble**

This Agreement has been reached between the Tonasket School District and the Tonasket Extracurricular Association pursuant to RCW 41.56

## **Section B. Definition of Terms**

As used in this agreement, the following terms will have the following meanings unless the context in which they are used clearly indicates another meaning.

1. The term “**District**” shall mean Tonasket School District.
2. The term “**Board**” shall mean the Board of Directors of Tonasket School District No. 404 as the governing body of the District.
3. The term “**Association**” shall mean Tonasket Extracurricular “Association an affiliate of the Tonasket Education Association.
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.
7. The term “**Day**” shall mean any day the district business office is open for business with the public.
8. The term “**Principal**” shall mean the principal of the building.
9. The term “**President**” shall mean the President of the Association or his/her designee.

## **Section C. Recognition**

The Board hereby recognizes the Association as the exclusive bargaining representative for all extracurricular positions of the District for which no certification is required. Not included are the Superintendent, Principals, Supervisors, Confidential Employees and all other employees not mentioned in this recognition clause.

The District recognizes the Tonasket Extracurricular Association as the exclusive bargaining agent for all employees and shall not recognize or bargain with any other employee organization seeking or claiming to represent employees unless such organizations has been certified by the PERC as the exclusive bargaining agent for employees.

#### **Section D. Conformity to Law**

- A. The Agreement shall be governed and construed according to the Constitution and laws of the State of Washington
- B. If any provision of this Agreement shall be found contrary to law, such provision shall have effect only to the extent permitted by law, but the remainder shall continue in effect for the duration of the Agreement.
- C. Any provision held contrary to law shall be renegotiated as soon as possible.

#### **Section E. Distribution of the Agreement**

- A. After the parties reach tentative agreement on a successor Agreement, the District shall produce a draft copy for mutual editing. Upon reaching final agreement on the content and form of the new Agreement, the District shall produce a camera ready copy which the Board shall use to print the final draft.
- B. Within sixty (60) days after ratification of this agreement, the District will place an electronic copy on the District's website.
- C. All extracurricular employees new to the District will be instructed on where to find a copy of this agreement on the District's website.

#### **Section F. Dues**

No employee will be required to join the Association. Dues will be deducted from the employee's extracurricular stipend and sent to the designated organizations if they choose to become members. Dues schedules will be provided to the District by the Association annually by September 1 and the District will make a one time dues deduction per extracurricular contract.

The following employees are exempt from paying dues:

- a. Full-time certificated dues paying WEA members
- b. Dues-paying PSE members.

## **Section G. Representation Fees**

- A. In the event that the representation fee is regarded by an employee as a violation of their right to non-association, such bona fide objections will be resolved according to the provisions of RCW. 41.59.100, or the Public Employment Relations Commission. Such employee shall have deducted from their salary an amount of money equivalent to the representation fee assessment to the Tonasket Extracurricular Association Scholarship Fund or a non-religious charitable organization. If the employee and the Association do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.
- B. The Association agrees to indemnify and hold the District harmless against any legal action brought against the District as a result of this representation fee provisions.

## **Section H. Association Use of School Facilities**

The Association may use school facilities in the same manner as other individuals and organizations.

## **Section I. Extracurricular Vacancy**

Employees shall be notified of any extracurricular vacancies. The District may advertise to the public. The candidate most qualified for the position will be hired.

## **Section J. Hiring Assistant Coaches**

Upon hiring of a new Head Coach, the new Head Coach must meet with current assistants either individually or as a group to determine compatibility before any new positions become available. This is to determine if the current coaching staff is going to continue on staff or if the positions should be opened up. After the initial meeting, the Head Coach will go to the Athletic Director with their evaluation of staff and to determine whether or not any positions need to be filled.

## **Section K. Co-Curricular Contract Compliance**

1. Activity Additions or Modifications

In the event the District determines to add or modify any co-curricular 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.

## **Section L. Employee Evaluation Procedure**

1. An employee shall be given a copy of any visit or written evaluation report. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
2. Every employee shall be evaluated annually. Evaluation may occur at any time during the season or within 6 weeks of season completion.
3. An agreed upon pre and post-season goal setting and measuring form may be used as part of the evaluation process.
4. The Head Coaches are required to submit written input on all assistant coaches to the Athletic Director (see Attachment A). The Athletic Director will review and initial the input prior to the Head Coach presenting this report to the assistants. The Athletic Director will evaluate the Head Coaches (see Attachment B).
5. In the event an employee's performance results in an evaluation that requires improvement, a reasonable amount of time will be given for performance enhancement if mutually agreed by the Association and the District. The Varsity Coach, Athletic Director, and Coach involved will develop a written plan, if so deemed necessary by the Athletic Director.
6. Reports: Final evaluation reports shall be presented within forty-five (45) days following the end of the scheduled season.
7. New employees shall be observed within twenty (20) calendar days after the commencement of the activity season.
8. The employee will have the opportunity to attach a written response or clarification to his / her observation / evaluation.

## **Section M. Complaint Procedure**

1. **Parent Procedure:** If at any time, parents have a question or concern regarding their students extracurricular participation, the following course

of action is recommended. Coaches are encouraged to review this procedure in the parent meeting.

- a. Talk directly to the employee. We suggest that parents arrange a meeting with the employee rather than approaching him / her at practice / activity or immediately following a game / activity.
- b. If the issue is not corrected or parents have concerns about the way the situation is handled, they are to arrange a meeting with the Athletic Director.
- c. If the issue remains unresolved, the parents are advised to take the issue to the principal.

**2. Procedural Recommendation:** Any complaint regarding an employee made to any member of the administration by the student's parent(s) or other person shall be recommended to be in writing and shall be processed according to the procedure outlined below:

- a. Meeting with the principal and athletic director: The principal and athletic director shall meet with the employee to apprise the employee of the full nature of the complaint, provide the employee with a copy of the written complaint and they shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

## **Section M. How to Address Concerns**

### **1. Parent Procedure**

If at any time, parents have a question or concern regarding their student's extracurricular participation, the following course of action is recommended. Coaches are encouraged to review this procedure in the parent meeting.

- a. Talk directly to the employee. We suggest that parents arrange a meeting with the employee rather than approaching him / her at practice / activity or immediately following a game / activity.
- b. If the issue is not corrected or parents have concerns about the way the situation is handled, they are to arrange a meeting with the Athletic Director.

- c. If the issue remains unresolved, the parents are advised to take the issue to the principal.

## **2. Procedural Recommendation**

Any complaint regarding an employee made to any member of the administration by the student's parent(s) or other person shall be recommended to be in writing and shall be processed according to the procedure outlined below:

- a. Meeting with the principal and athletic director: The principal and athletic director shall meet with the employee to apprise the employee of the full nature of the complaint, provide the employee with a copy of the written complaint and the employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

## **3. Formal Complaint Procedure - (Board Policy and Procedure 4220)**

## **Section N. Overtime Ban**

The Parties agree there is no obligation to contract with any current District employees which would result in the payment of overtime.

## **Section O. Grievance Procedure**

### **Section 1: Definitions**

- A. Grievance shall mean a written statement (see Attachment C) that a controversy, dispute or disagreement of any kind or character exists which arises out of, or in any way involves the interpretation or application of the express term or terms of this Agreement.

"Days" shall mean employee employment 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.

### **Section 2: Procedures**

- A. Within thirty (30) days following knowledge of the act or condition which is the basis of the grievance, the grievant may file a written grievance with his / her Athletic Director or immediate supervisor with a copy to the



Superintendent. Grievances filed in the name of the Association and grievances involving administrator(s) above the building level may be initiated at Step 2 of grievance procedure as set forth below. All employees shall have the right to Association representation at each step of the grievance procedure. If an aggrieved party is not represented by Association, the Association shall have the right to be present to state its views at all stages of the grievance procedure.

- B. Every effort shall be made to resolve grievances or potential grievances through free and informal communications between the grievant and his / her immediate supervisor. However, if such informal process has failed to provide an acceptable adjustment of the grievance provide an acceptable adjustment of the grievance, then the grievance may be processed as described. Informal resolution of a grievance between an employee(s) and his / her immediate supervisor shall not prejudice the interpretation or application of this Agreement.

C. Steps:

Step 1 -- The Athletic Director or immediate supervisor shall meet with the grievant with five (5) days upon receipt of the grievance and attempt a mutually satisfactory resolution of the grievance. If a satisfactory resolution is reached at the meeting, it shall be reduced to writing and signed by the involved parties. If no satisfactory resolution is reached, the grievant may, within five (5) days, appeal to Step 2.

Step 2 -- The Superintendent or his designate shall arrange for a meeting with the grievant to take place within five (5) days following receipt of the grievance appeal. If a satisfactory resolution is reached at the grievance meeting, it shall be reduced to writing and signed by all parties. Upon conclusion of the meeting, if no satisfactory agreement has been reached, the Superintendent shall have five (5) days to provide his / her written decision together with his reasons.

Step 3 -- If no decision is rendered at the conclusion of five (5) days, or if the grievant is not satisfied with the disposition of the grievance, he / she may within ten (10) days, refer the grievance to the Board. Within ten (10) days of the written notice that the grievance has been referred to Step 3, the Board will meet in Executive Session to hear the grievance. The parties in interest may include such

witnesses and counselors as they deem necessary. Upon conclusion of the hearing, the Board will have five (5) days to provide a written division to the grievant along with the reasons for that decision.

### Section 3: Record Grievances

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

### Section 4: Adverse Actions

The parties agree that during the course of this Agreement there shall be no strike or other economic action by the employees and no lockout by the employer over any dispute which arises out of the interpretation or application of this Agreement.

### Section 5: No Reprisals

No reprisals will be taken by the Board or the school administration against any employee because of his / her participation in this grievance procedure.

### Section 6: Time Limit Extensions

The time limit in each step may be extended by written agreement between the Parties, provided that a request for extension must be made before the applicable time limit has expired.

### Section 7: Release Time

Should the investigation or processing of any grievance require that an employee or representatives of the Association be released from his / her regular assignment, upon request of the Association, he / she shall be released without loss of pay or benefits.

## **Section P. Time and Money**

### Section 1: Stipends

The extracurricular stipend for the 2021-22 school year shall be accompanying (see Attachment D). The 2021-22 extracurricular shall be

Base = \$40,760. The extracurricular base for future years beginning in 2022-23 will be increased by IPD (inflation adjustment) each year of the contract through 2025 unless there is a double levy failure.

## Section 2: Extended Sports Season

Athletic coaches required to work additional time due to the extension of the sports season (every week after the regular scheduled season) shall receive 1/10th of their base pay for each week of the extended season.

## Section 3: Supplemental Contracts

Extracurricular supplemental contracts are one-year non-continuing contracts. The District will inform the employee within (20 work days) days after the end of the season (including tournaments) if they intend to offer the employee an extracurricular supplemental contract for the succeeding school year. Employees not recommended for a successor contract will be informed in writing of the reasons for the District's decision. In the event the levy has not been approved by May 15, these timelines are null and void.

## Section 4: Coaching Position Changes

Persons moving from an assistant to a head coaching position in a particular activity shall not be subject to a decrease in salary.

## Section 5: Assault of an Employee

Whenever an employee is absent from work as a direct result of injuries received in an assault upon the employee by a non-employee of the district, the employee will be paid full salary for the period of absence, less any amount of Workman's Compensation paid; provided, such an assault is the direct result of the employee carrying out his / her assigned duties and responsibilities.

## Section 6: Employee Loss, Theft and Damage Protection

The personal property of covered employees, including automobiles, will be protected against loss, theft, and vandalism damage to a maximum of \$5000 provided that:

- a. Items in the building are registered with the building principal including description and value, and the building principal approves of their protection by the district.
- b. Automobile damage occurs on school ground while the teacher is acting within the scope of employment. Within the scope of employment includes all after school and weekend sports and school functions and all after school and weekend independent or voluntary provided the employee is on school grounds.
- c. Such claims are in excess of personal property protection provided by the employee's personal insurance.
- d. The employee has taken reasonable and prudent care and actions to protect against loss, theft, and vandalism.

## Section 7: Clinics / Workshops

Each school year, each coach will have \$275 available for professional development related to the sports coached. If available, a school district vehicle may be used for transportation to the clinic. Only one school vehicle may be taken to the same clinic unless otherwise approved by the district superintendent. Additional professional development funds may be available based on AD and principal discretion.

Head coaches are required to attend a sport specific coaching clinic every three years if currently a school district employee. Non regularly employed coaches must attend a sport specific training every other year. First year coaches are required to do this training in the first year.


## Section Q. Term and Ratification

1. **Effective Dates:** This Agreement shall be effective as of September 1, 2022, and shall continue in effect until August 31, 2025. During said period of time, this Agreement shall be binding upon the District, the Association, and all employees who are represented by the Association as their bargaining agent. Salary shall accrue beginning with the effective date of the individual contracts and adjusted as soon as salary data is available.

2. **Openers:** Modifications of this agreement, may be subject to negotiation during the term of this agreement only upon request and by mutual agreement of both parties.

EXECUTED This \_\_\_\_\_ DAY of JUNE 2022, at Tonasket, Okanogan County, Washington, by the undersigned officers by the authority and on behalf of the Board of Directors of Tonasket School District and Tonasket Extracurricular Association.

BY:   
\_\_\_\_\_  
Superintendent, TONASKET SCHOOL DISTRICT

BY:   
\_\_\_\_\_  
Negotiations Chairperson, TONASKET EXTRACURRICULAR  
ASSOCIATION

## Attachment A: Assistant Coach Evaluation Form

# TONASKET SCHOOL DISTRICT ASSISTANT COACH EVALUATION FORM

Name:		Sport:		Date:		
Athletic Department Expectations					Yes/Date	No
1. The coach is at the compliant level according to the WIAA coaching standards.						
2. The coach has valid certifications for First Aid <u>  x  </u> , CPR <u>  x  </u> , Concussion <u>  x  </u> , Heat-Related Illness <u>  x  </u> .						
3. The coach enforces eligibility requirements before students are allowed to participate: forms completed, fines paid, etc.						
4. The coach attends coaches' meetings and informs the athletic director if he/she is not able to attend.						
(4) exceeds standard	(3) meets standard	(2) approaching standard	(1) does not meet standard	Head Coach	Assistant Coach	
5. The coach works well with other staff members and the athletic department.						
6. The coach is positive, energetic and enthusiastic when working with players.						
7. The coach maintains a positive relationship with officials.						
8. The coach actively promotes his or her sport, but keeps it in perspective so that it makes a positive contribution to the overall school climate.						
9. The coach emphasizes sportsmanship and fair play.						
10. The coach effectively deals with the prevention, care, treatment and reporting of athletic injuries.						
11. The coach prepares athletes for competition and manages the games well.						
12. The coach has the skills and knowledge to instruct effectively at the level assigned.						
13. Practices are well organized						
14. The coach has team discipline and control. He/she is consistent, fair and able to positively mediate conflict.						
15. The coach understands the chain of authority and utilizes the proper channels when dealing with matters.						
16. The coach is flexible and willing to try new and innovative techniques.						
17. The coach communicates with parents and players in an effective and timely manner.						
18. The coach provides proper supervision (i.e., locker room and training rooms, practices, etc.)						
19. The coach provides leadership and attitudes that provide for a successful season.						
20. The coach is responsible for ensuring that athletes have a way home after games.						
21. The coach follows through on attendance policy expectations.						
22. The coach coaches within the framework of the Tonasket School District philosophy.						
<b><u>Coach's Reflections:</u></b> What went well?          What would you do differently?          						
<b><u>Evaluator's Comments:</u></b>						
My signature below indicates that I have read and received a copy of this evaluation report. It does not necessarily indicate agreement with the findings.  <div style="display: flex; justify-content: space-around;"> <span>Renewed _____</span> <span>Needs Improvement _____</span> <span>Non-renewed _____</span> </div> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;">             _____              Assistant Coach           </div> <div style="text-align: center;">             _____              Athletic Director           </div> <div style="text-align: center;">             _____              Head Coach           </div> </div>						

## Attachment B: Head Coach Evaluation Form

### TONASKET SCHOOL DISTRICT HEAD COACH EVALUATION FORM

Name:

Sport:

Date:

Coach's Goal:

Why is this a goal?

What support is needed to accomplish this goal?

#### Athletic Department Expectations

Yes/Date

No

1. The coach will complete the WIAA on-line rules clinic before the end of the third week of the coach's sport season.

2. The coach is at the compliant level according to the WIAA coaching standards.

3. The coach has valid certifications for First Aid \_\_x\_\_, CPR \_\_x\_\_, Concussion \_\_x\_\_, Heat-Related Illness x

4. The coach's current lettering criteria is on file in the athletic office before the season begins.

5. Most purchase orders are made in advance of the sport season through the ASB secretary.

6. The coach enforces eligibility requirements before students are allowed to participate: forms completed, fines paid, etc.

7. The coach's current team expectations are on file in the athletic office before the beginning of the season.

8. The coach leads a parent meeting within the first week of the sport season.

9. The coach attends coaches' meetings and informs the athletic director if he/she is not able to attend.

10. The coach has submitted a fine list to the athletic office prior to the start of the next sport season.

11. The coach has submitted an inventory for the sport within three weeks after the end of their sport season.

(4) exceeds standard

(3) meets standard

(2) approaching standard

(1) does not meet standard

Athletic Director

Coach

12. The coach works well with other staff members and the athletic department.

13. The coach is positive, energetic and enthusiastic when working with players.

14. The coach maintains a positive relationship with officials.

15. The coach emphasizes sportsmanship and fair play.

16. The coach effectively deals with the prevention, care, treatment and reporting of athletic injuries.

17. The coach prepares athletes for competition and manages the games well.

18. The coach has the skills and knowledge to instruct effectively at the level assigned.

19. Practices are well organized.

20. The coach has team discipline and control. He/she is consistent, fair and able to positively mediate conflict.

21. The coach understands the chain of authority and utilizes the proper channels when dealing with matters.

22. The coach is flexible and willing to try new and innovative techniques.

23. The coach communicates with parents, players and media in an effective and timely manner.

24. The coach provides proper supervision (i.e., locker room and training rooms, practices, etc.)

25. The coach provides leadership and attitudes that provide for a successful season.

26. The coach is responsible for ensuring that athletes have a way home after games.

27. The coach follows through on attendance policy expectations.

28. The coach coaches within the framework of the Tonasket School District philosophy.



**Coach's Reflection on Goal:**

**Coach's Reflections:**

What went well?

What would you do differently?

**Evaluator's Comments:**

My signature below indicates that I have read and received a copy of this evaluation report. It does not necessarily indicate agreement with the findings.

Renewed \_\_\_\_\_

Needs Improvement \_\_\_\_\_

Non-renewed \_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Athletic Director

\_\_\_\_\_  
Head Coach

1.28.2022



## Attachment C: GRIEVANCE REPORT FORM

### GRIEVANCE REVIEW REQUEST FORM

This form is to be utilized in initiating a grievance pursuant to the grievance procedure contained in the Agreement between the Parties.

The completed, signed Grievance Review Request Form must be submitted in presenting a grievance at Steps I, II, and III. The form must be addressed and delivered to the appropriate administrative supervisor at Step I, and the Superintendent at Steps II and III.

TO: \_\_\_\_\_  
Name Title

Grievant's Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Position or Title: \_\_\_\_\_

School: \_\_\_\_\_ Department: \_\_\_\_\_

1. Consistent with the procedure for processing grievances, I have taken the following actions:  
(Indicate specifically by name and title who has officially reviewed the grievance to date).

STEP I: \_\_\_\_\_  
\_\_\_\_\_

STEP II: \_\_\_\_\_  
\_\_\_\_\_

2. The nature of my grievance is:

3. The relief I am seeking is:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Attachment D: Extracurricular Salary Schedule

Base = \$40,760

Base will be increased by IPD (inflation adjustment) each year of the contract through 2024 unless there is a double levy failure.

Years of Completed Service		<u>0-3</u>	<u>4-7</u>	<u>8-11</u>	<u>12+</u>
<b>HS Head Coach</b>	Football	.14	.15	.16	.17
	Basketball	.14	.15	.16	.17
	Wrestling	.14	.15	.16	.17
	Volleyball	.14	.15	.16	.17
	X Country	.14	.15	.16	.17
	Tennis	.14	.15	.16	.17
	Track	.14	.15	.16	.17
	Baseball	.14	.15	.16	.17
	Softball	.14	.15	.16	.17
	Soccer	.14	.15	.16	.17
	Cheer	.14	.15	.16	.17
<b>HS Asst Coach</b>	Football	.09	.10	.11	.12
	Bball	.09	.10	.11	.12
	Wrestling	.09	.10	.11	.12
	Volleyball	.09	.10	.11	.12
	Tennis	.09	.10	.11	.12
	Track	.09	.10	.11	.12
	Baseball	.09	.10	.11	.12
	Softball	.09	.10	.11	.12
	Soccer	.09	.10	.11	.12
	Cheer	.09	.10	.11	.12
<b>Middle School Head Coach</b>	Football	.08	.09	.10	.11
	Basketball	.08	.09	.10	.11
	Volleyball	.08	.09	.10	.11
	Wrestling	.08	.09	.10	.11
	X Country	.08	.09	.10	.11
	Track	.08	.09	.10	.11
<b>Middle School Asst Coach</b>	Football	.06	.07	.08	.09
	Track	.06	.07	.08	.09
	Basketball	.06	.07	.08	.09
	Volleyball	.06	.07	.08	.09
	Wrestling	.06	.07	.08	.09

## Other Activities

Annual	.0550	.0630	.0730	.0820
Drama (per play)	.0500	.0550	.0600	.0800
HS ASB Adviser	.0700	.0800	.0900	.1000

### ASB Clubs with Competition:

Robotics	.0300	.0350	.0450	.0550
KB	.0300	.0350	.0450	.0550

### ASB Approved Clubs:

.02	.03	.035	.04
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Sport	Needed for team	2 Coaches	3 Coaches	4 coaches	5 coaches
Basketball	8	8	24	35	
Soccer	15	15	24		
Base/Softball	12	12	24		
Football	16	16	24	32	40
Volleyball	8	8	24		
Golf	5	12	20		
Tennis	12	12	24	35	
Wrestling	8	8	24	35	50
Track	12	12	24	35	50
X-Country	5	12	30	35	
Cheer Fall	4	14	24		
Cheer Winter	4	14	24		
Dance & Drill	8	20			

The number of athletes in a sport will be determined after the first two weeks of practice.

The Athletic Director has the authority to grant exceptions where s/he feels it is warranted.

The Athletic Director 's decision may be appealed to the Building Principal.

The Building Principal's decision is final.

