

## **ARTICLE 22 DISCIPLINE AND DISCHARGE**

Section 1. A Contract of Employment for a COACH may be terminated in advance of the expiration date for any of the reasons listed below. In the event a President or his/her designee terminates a COACH for any reason listed below, he/she shall give written notice, specifying the reasons, to the affected COACH. Termination for any of the reasons listed below shall be reviewable through the grievance and arbitration procedure only to the extent that an arbitrator can determine if the offense occurred as charged. If an arbitrator determines the offense occurred as charged, the discharge shall stand. If an arbitrator determines the offense was not committed as charged, the COACH shall be reinstated with all back pay and benefits as provided by this Agreement.

A. A major infraction of the NCAA rules or any other athletic governing association (as distinguished from athletic conference), of that the UNIVERSITY is a member.

B. Conviction of a felony.

Section 2. Except as provided for in Section 1 above, a COACH may be terminated suspended without pay for a period not to exceed sixty (60) days, or otherwise disciplined prior to the expiration date of his/her Contract of Employment only for just cause. In the event a President or his/her designee believes such just cause exists, he/she shall give written notice, specifying the reasons, to the affected COACH, and the COACH shall have the right to grieve solely and by means of and in compliance with the procedure provided for in Article 4, Grievance Procedure and Arbitration.

Section 3. A copy of the written notice of termination or other discipline shall be mailed to the local APSCUF grievance chairperson and State APSCUF on the day the written notice is mailed or delivered to the COACH, whichever is earlier.

Section 4. If a terminated COACH contests his/her termination by filing a grievance, such grievance will be handled in an expeditious fashion in the steps of the grievance procedure. If the grievance is not resolved by the third step of the grievance procedure and APSCUF requests that the grievance be submitted to arbitration, the parties will make a good faith effort to schedule the grievance for hearing before an arbitrator within ninety (90) days, or sooner if possible, of the date the request for arbitration is received by the STATE SYSTEM/UNIVERSITIES.

## Section 5. Investigation of Complaints against COACHES

A. This Article is not intended to replace the current complaint procedures that exist for filing discrimination complaints or complaints that may be processed under NCAA rules and regulations, PSAC rules and regulations in existence as of the effective date of this Agreement, or any other athletic conference rules and regulations of which the UNIVERSITY is a member.

B. The STATE SYSTEM and APSCUF recognize that it may be necessary to investigate complaints against COACHES prior to making a disciplinary decision. When appropriate, attempts should be made to resolve complaints informally. In those cases in which complaints are not resolved informally, the principles below shall apply:

1. If the UNIVERSITY determines to conduct an investigation of a complaint, either verbal or written, it shall be initiated and concluded within a reasonable amount of time. Absent unusual circumstances, the decision to conduct a formal investigation shall be made within twenty (20) days of receipt of the complaint.

2. The COACH accused of wrongdoing must receive a copy of the written complaint prior to the commencement of an investigatory interview or pre-disciplinary conference. In the event a written complaint is not submitted, the individual assigned to conduct the investigation shall prepare a written summary and provide a copy of the summary to the COACH prior to commencing an investigatory interview or pre-disciplinary conference. The COACH may provide APSCUF a copy of the written complaint or summary if he/she so desires. If the COACH has obtained APSCUF representation and the COACH has no objection, a copy of the complaint or the written summary shall be provided to APSCUF. Upon receipt of the complaint by the COACH and/or APSCUF, it shall be treated as confidential by all parties and may only be shared with those persons necessary to prepare a response to the complaint.

3. Upon request, a COACH shall be entitled to an APSCUF representative during any meeting in which allegations are to be made that the COACH reasonably believes could lead to discipline.

4. If the complainant is a student who is a member of the COACH'S team, the investigation may be deferred, and the complainant's name need not be disclosed until after the end of the season.

5. If an investigation is expanded beyond its original scope, the COACH shall be advised immediately. APSCUF shall also be advised, if the COACH has obtained APSCUF representation and has no objection.

6. The COACH accused of wrongdoing shall be advised that he/she is prohibited from taking retaliatory action against the complainant or any other person and that such action may result in a separate disciplinary action.

7. This Article shall supplement and by no means shall diminish the rights of any COACH, APSCUF or the STATE SYSTEM/UNIVERSITIES under any law, including the Pennsylvania Public Employee Relations Act.