

AGREEMENT

between the



**Board of Directors
Tacoma School District No. 10**
and the

TEA

**Tacoma Education Association
UniServ Council**

**TACOMA COACHES
and
Extra Curricular Leaders Association**

**September 1, 2008 -
August 31, 2011**

AGREEMENT

Tacoma, Washington

TACOMA SCHOOL DISTRICT NO. 10

BOARD OF DIRECTORS

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Debbie Winskill, Vice President
Jim Dugan
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SUPERINTENDENT

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TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I CONTRACT IMPLEMENTATION	1
Section 1. Definitions	1
Section 2. Recognition	1
Section 3. Duration, Labor Management Meetings and Reopeners	2
Section 4. Status of the Contract	2
Section 5. Conformity to Law	2
Section 6. Rights of the Board	2
Section 7. Distribution of the Contract	3
Section 8. Bargaining a New Contract	3
ARTICLE II BARGAINING UNIT PRIVILEGES	3
Section 9. Association Leaves	3
Section 10. Dues Deductions	4
Section 11. Building Use	4
Section 12. Communications	4
Section 13. Delivery Service.....	4
ARTICLE III SALARIES AND BENEFITS	4
Section 14. Salary Guides	4
Section 15. Extra Pay For Extra Work	6
Section 16. Travel Allowance	8
Section 17. Compensation for Required Hearings.....	8
Section 18. Payments and Deductions of Salaries	8
ARTICLE IV CONDITIONS OF WORK	9
Section 19. Contact Hours During Season	9
Section 20. Staffing	9
Section 21. Staff Protection.....	11
Section 22. Physical Facilities	12
Section 23. Job Description.....	1
ARTICLE V PERSONNEL	13
Section 24. Supplemental Contract.....	13
Section 25. Personnel Files.....	14
Section 26. Cause	14
Section 27. Equitable Treatment.....	15
Section 28. Sexual Harassment.....	15

ARTICLE VI	EVALUATION AND PROBATION.....	15
	Section 29. Observation-Evaluation Procedures.....	15
ARTICLE VII	ASSIGNMENT AND TRANSFER	16
	Section 30. Assignment and Transfer	16
ARTICLE VIII	LAYOFF AND RECALL	16
	Section 31. Layoff and Recall.....	16
ARTICLE IX	GRIEVANCE PROCEDURE	16
	Section 32. Definition	16
	Section 33. Procedure.....	16
	Level I	16
	Level II.....	17
	Level III.....	17
	Section 34. Supplemental Conditions	18
AGREEMENT.....		19
APPENDIX I	Discrimination Complaint Form.....	20
APPENDIX II	Coaches and Extra Curricular Leaders Evaluation Form.....	21

PREAMBLE

The Board has a statutory obligation, pursuant to the Collective Bargaining Act, Chapter 41.56 RCW, to bargain with the Association as the representative of the extra pay for extra work employees not requiring professional certification as the exclusive bargaining representative on wages, hours and terms and conditions of employment. The following articles of agreement hereto constitute an Agreement by and between the Board of Directors of Tacoma School District No. 10, hereinafter called the "Board," and the Tacoma Coaches and Extra Curricular Leaders Association, hereinafter referred to as the "Association."

The parties hereto agree as follows:

ARTICLE I CONTRACT IMPLEMENTATION

Section 1. Definitions

Association: the Tacoma Coaches and Extra Curricular Leaders Association (TCELA).

Athlete: a student who meets eligibility requirements for practice.

Board: the Board of Directors of Tacoma School District No. 10 or its authorized representatives.

District: Tacoma School District No. 10 or authorized representatives.

Employee: an extra pay for extra work employee not required to have professional certification as defined in Article I. Section 2.

Superintendent: Superintendent of Schools, Tacoma School District No. 10.

Section 2. Recognition

The Board recognizes the Association as the exclusive bargaining representative of all full-time and regular part-time extra pay for extra work employees not required to have professional certification: High School Coaches, Assistant Coaches, Equipment Managers, High School and Middle School Activities Coordinators, Athletic Directors and ASB Advisors, Young Ambassadors Coaches, High School Cheerleader Advisory s, High School Drama Advisors, High School Debate Advisory s, Athletic Trainers and Assistants, and Special Olympics Coach and Assistants.

Section 3. Duration, Labor Management Meetings and Reopeners

This Agreement and each of its provisions is binding and effective from September 1, 2008, until August 31, 2011. In the event that the Legislature appropriates additional discretionary funds in the supplemental budget or there is a significant loss of revenue to the District resulting from a levy failure, legislative action or passage of an initiative or referendum, the parties shall reopen applicable sections of the Agreement within thirty (30) calendar days.

Otherwise, this Agreement may be reopened for amendment only by the mutual consent of the Board and the Association.

At the written request of the Association or District, labor-management meetings shall be held to discuss issues of mutual interest to the parties and to resolve concerns regarding the interpretation and implementation of the collective bargaining agreement. While agreements reached in labor-management meetings cannot abridge, add to or subtract from the collective bargaining agreement, they may be effective for addressing issues short of reopening the contract.

Section 4. Status of the Contract

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

Section 5. Conformity to Law

If any provision of this Agreement or any application of this Agreement to any employee or group of employees should be found contrary to law or a State Auditor Opinion, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The Tacoma School District and the Tacoma Coaches and Extra Curricular Leaders Association agree to comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities will be considered and will not be discriminated against on the basis of race, color, national origin, sex or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Title IX of the Education Amendments of 1972, as amended; and Chapter 28A.640 RCW, as amended.

Section 6. Rights of the Board

The Board retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Washington and/or the United States for the management and operation of the District, subject to the provisions of this Agreement.

Section 7. Distribution of the Contract

Copies of this Agreement shall be printed at the expense of the District after ratification by the Board and the Association and execution by the authorized representatives thereto. A copy of this Agreement will be provided to each employee covered by this Agreement.

Section 8. Bargaining a New Contract

- A. A meeting of representatives of the Association and representatives of the Board will be held at least ninety (90) calendar days prior to the expiration date of the agreement to begin negotiations.
- B. Bargaining will be conducted at times and places mutually agreeable to the negotiators named by each party.
- C. During negotiations the Board and the Association will present data, exchange points of view, and make proposals and counter proposals. The negotiators for each party shall have the authority to make tentative agreements. However, final agreement shall be contingent upon favorable ratification by the Board and the Association.

ARTICLE II BARGAINING UNIT PRIVILEGES

Section 9. Association Leaves

- A. The Association shall have the right to designate up to four (4) employees, who shall be released from other District assigned duties, if any, for the purposes of bargaining with the District at mutually agreed upon times.
- B. With prior District approval, when the Association designates employees to be released from other District assigned duties for the purposes of conducting Association business provided that the Association shall reimburse the District for the related costs of substitutes if used.
- C. The Association hereby declares and promises that it shall indemnify and hold harmless the District, its officers, agents or employees against any claim made or any suit instituted against the District or said persons, individually or severally, resulting from the implementation of the provisions of this section, provided that the Association shall have the right, but not the duty, to designate the attorney who may assist in the defense of any suit brought against the District as a result of this section. If any attorney is so designated, the Association shall be required to pay all his/her fees and costs.

Section 10. Dues Deductions

- A. Upon written authorization, whether for unified membership dues in the Association or equivalent fee, the Board agrees that said sums will be deducted from payrolls and forwarded promptly to the Association. All enrollments and cancellations shall be handled by the appropriate officers of the Association. Cancellation of dues must be received in the business office directly from the officers of the Association. The District shall provide for automatic reinstatement of deduction for Association dues for employees returning from leave unless canceled, through written notice by the Association.

The Association must notify the Superintendent in writing no later than September 1 annually of the total amount of dues and assessments to be deducted.

Section 11. Building Use

- A. The President and UniServ Director of TCELA may visit schools/sites at all reasonable times, or the President and the UniServ Director of TCELA may appoint one designated representative to visit in their place; provided, however, that this shall not interfere with, nor interrupt, normal school operations; and provided further that upon arrival at a school the principal is notified.
- B. The Association may use District school buildings for meetings and to transact official business on school property at all reasonable times as long as the meeting shall not interfere with or interrupt normal school operations or result in costs to the District.

Section 12. Communications

The Association shall have the sole and exclusive right to communicate with employees represented by the Association through use of employee mailboxes in the building and use of faculty bulletin Boards, except as provided by law. In implementing this section the only requirement of the District is to notify each competing organization that the Association has the aforementioned sole and exclusive right.

Section 13. Delivery Service

The District will provide intradistrict delivery service to the Association office consistent with intradistrict delivery service supplied schools and without censorship of content.

ARTICLE III SALARIES AND BENEFITS

Section 14. Salary Guides

- A. For 2008-09 the base salary for calculating stipends as provided for in Section 15 is \$32,913. For each year of the contract this base salary will be increased by the state pass-through for cost-of-living increases for educational employees. In

2008-09 this cost-of-living increase will be 5.13%.

B. Stipends:

1. Bargaining unit members shall receive a longevity stipend equal to three (3) percent of their stipend amount for having served a minimum of five (5) consecutive years in any sport/assignment subject to the following conditions: Unit members who have a break in service and return to any sport/assignment may qualify provided they have not coached for any other school district during their break in service. Bargaining unit members meeting the five (5) year requirement must also be in compliance with WIAA coaching standards to remain eligible for the longevity stipend.

2. Employees who gain and maintain WIAA preferred status shall receive a professional stipend of three (3) percent of their stipend amount each year.

3. Fall, winter and spring trainers with athletic trainer certification are eligible for a certification stipend equal to 3% of their stipend amount each year.

C. Each employee, upon request through the District Athletic Director's Office, shall receive a report displaying their status related to WIAA coaching status, including completed course work, and WIAA preferred status.

D. Payment for required training: Any required training outside of a sports season shall be paid at the applicable hourly rate equal to TEA certificated staff workshop participant rate. Excluded are CPR, first aid training, clock hour certification and longevity stipend requirements.

E. CPR/First Aid/AED: The District shall offer or sponsor CPR, First Aid, and AED (automatic electronic defibrillator) training annually at no cost to the employee.

F. For service credit and increment purposes, the equivalent of one (1) season as per the approved calendar contract shall constitute a year of service and entitles the employees to the normal increments.

G. Split assignments and stipends: While it is not a preferred staffing strategy to split coaching and activity assignments among two individuals, at times it is advantageous to do so to assure the offering of a sport/activity. In circumstances involving a vacant coaching assignment, the building principal and building athletic director will make such a recommendation to the District Athletic Director, who will make a final decision on whether or not to split the assignment and therefore the corresponding stipend. In circumstances involving a vacant activities assignment, the building principal will make such a recommendation to the District Athletic Director, who will make a final decision on whether or not to split the assignment and therefore the corresponding stipend. Further, the District Athletic Director shall determine the percentage of time to be worked for each party to the split assignment. The individuals involved will be compensated proportionally as they have been assigned by the District Athletic Director and meet all other contractual requirements.

Section 15. Extra Pay For Extra Work

No member shall receive compensation from more than one (1) source of funds to supplement pay for the same extracurricular assignment or duty.

The following Extra Pay for Extra Work stipends are compensation for work assignments outside the District’s professional work day for certificated instructional staff.

Extra Pay For Extra Work	
Senior High Schools	Percent of Base Salary
A. Coaching and Athletic Program	
Boys Basketball.....	19.0
Girls Basketball	19.0
Football	19.9
Wrestling	17.0
Baseball	15.0
Fastpitch	15.0
Boys Track	15.0
Girls Track.....	15.0
Boys Soccer	13.5
Girls Soccer.....	13.5
Boys Swimming.....	13.5
Girls Swimming	13.5
Volleyball.....	15.0
Boys Cross Country	11.0
Girls Cross Country	11.0
All City Pole Vault.....	70% of head coach
All City Boys Diving	70% of head coach
All City Girls Diving.....	70% of head coach
Boys Tennis	11.0
Girls Tennis	11.0
Girls Bowling	11.0
Girls Water Polo (Club Sport).....	13.5
<u>Golf</u>	<u>11.0</u>
Assistant Coaches	70% of head coach
**Athletic Directors	34.3
Trainer/Fall.....	13.9
Trainer/Spring	13.0
Trainer/Winter	13.0
Trainer Assistant/Fall	70% of Trainer/Fall
**Equipment Manager	10.3
<i>*minimum of six participants on each team, if not, then one co-ed team shall be formed</i>	
<i>**full year positions</i>	

For the 2009-10 contract year all head coach positions currently compensated at 11% shall be increased to 12% and in the 2010-2011 contract year all head coach positions

compensated at 12% shall be increased to 13%.

The athletic directors will be provided two periods during the school day for their Athletic Director responsibilities during the 2nd semester of the 2008-09 school year. The parties agree to reopen bargaining for the 2009-10 school year to address the athletic directors additional periods.

Senior High Schools	Percent of Base Salary
B. Leadership Activity	
Cheerleader Advisor.....	12.0
Debate.....	8.0
Drama.....	10.0
Drama Assistant.....	7.0
High School Activities Coordinator	20.3

For the 2009-2010 contract year the cheer leader advisor compensation shall be increased to 13%.

Extra Pay For Extra Work

C. Middle Schools	Percent of Base Salary
ASB Advisors	10.5
Athletic Directors	12.5

D. Districtwide Leadership	Percent of Base Salary
Young Ambassadors Coach	15.0
Young Ambassadors Assistant Coach	70% of head coach
Special Olympics Coach	10.5
Special Olympics Assistant Coach	70% of head coach

Section 16. Travel Allowance

Employees approved by the Superintendent or designee to use their private automobile(s) to travel on school business shall be compensated at the IRS established rate.

Section 17. Compensation for Required Hearings

When an employee attends a hearing or court proceeding by District request or by subpoena for reason(s) directly related to his or her work on behalf of a District pupil, said employee will be compensated at the hourly rate for the required hours when such

hearings occur on noncontract days or time. The employee must notify the Human Resources Office prior to the hearing or court proceeding to be eligible for payment.

Section 18. Payments and Deductions of Salaries

A. Method of Payment of Salaries

1. Athletic Directors and Activity Coordinators shall be paid over ten (10) months in ten (10) equal installments. Except for those employees contracted for a number of days which is less than the number normally required for the position, a certificated member shall be paid in three (3) monthly installments and a non certificated member and an employee who does not hold a position with the Tacoma School District outside of the positions covered by this agreement shall be paid in six (6) installments over three (3) months consistent with the negotiated salary schedules on the first work day of each calendar month of the season or activity.
2. In the event an employee serves less than the full contract year, the amount due shall be computed by crediting the employee with a prorata share of the annual salary for each day contracted (including days absent on authorized leave with pay) and by subtracting therefrom any amounts previously paid.
3. If an employee should die, the estate of that person will not be held liable for any overpayment on contract.

B. Deduction of Salary for Absences

Deduction of salary for employee absences not covered by leave with pay is computed at per diem based on the annual stipend for each day's absence. This is determined by dividing the contracted salary by the number of days agreed to in the employee's personnel contract.

ARTICLE IV CONDITIONS OF WORK

Section 19. Contact Hours During Season

Supervision, practices, competition, and responsibilities related to the activity may include other necessary preparation specific to the activity. Prior to each season, Head Coaches shall meet with the Athletic Directors and the Principal to establish the hours and assignments for the activities. Other coaches and extracurricular leaders shall meet with the Athletic Director to establish their hours and assignments. However, each coach unable to meet the maximum allowable compensable hours during the season shall have the opportunity to work fifteen (15) calendar days on activities consistent with WIAA regulations based on an end-of-season report from the District Athletic Director at the end of the sports season with the consent of the Athletic Director

and building administrator. Compensation for assignments covered by the collective bargaining agreement shall be for work beyond the professional work day. In the event a coach or extra curricular leader does not finish the season, the maximum allowable compensation will be prorated based on time expended in the position.

Section 20. Staffing

The following coaching staffing ratios are not to be construed as fixed or inflexible. The Board will determine the level of staffing for coaching positions annually upon adoption of the budget. Any deviations to the adopted ratios shall be considered first by the District's five (5) high school Athletic Directors for a recommendation to the District's Athletic Director who will make the final determination. The District Athletic Director will develop a process for pre-approving or expediting the assignment of coaches in those situations where the historical trend for previous years is that final student counts are consistent and qualify the sport for additional staff.

Varsity/JV

Sport	Min. # of Coaches	1 addit. Coach	2 addit. Coaches	3 addit. Coaches
Football**	4	<u>61</u> students	<u>76</u> students	
Boys Basketball	3			
Girls Basketball	3			
Baseball	2	42 students		
Softball	2	42 students		
Boys Cross Country	1	<u>16</u> students		
Girls Cross Country	1	<u>16</u> students		
Boys Soccer	2	42 students		
Girls Soccer	2	42 students		
Boys Track	2	<u>30</u> students		
Girls Track	2	<u>30</u> students		
Wrestling	2	<u>36</u> students		
Volleyball	3			
Boys Tennis	1			
Girls Tennis	1			

Sport	Min. # of Coaches	1 addit. Coach	2 addit. Coaches	3 addit. Coaches
Bowling	2			
Water Polo	2	42 students		
Boys Swimming	2			
Girls Swimming	2			
Boys District Diving	1			
Girls District Diving	1			
District Pole Vault	1			
<p><i>* If each team does not reach six (6) athletes, coed with one coach. Additional coaches will not be hired after a team's twentieth (20th) turnout date.</i></p>				

Prorated pay for extended season participation shall be maintained as per current practice, as reflected in the chart below, for each year of the agreement, including trainer support for football, basketball, baseball, soccer, volleyball, fastpitch and water polo when needed due to safety concerns.

The parties agree to reopen bargaining for the 2009-2010 school year to address the workload limits for football.

Sport	No. of Coaches	No. of Individual Athletes
Cross Country	1	1-7
Boys and Girls Swimming and Boys and Girls Track	1 2 3	1-6 7-12 13 or more
<u>Wrestling</u>	<u>1</u> <u>2</u> <u>3</u>	<u>1-2</u> <u>3-6</u> <u>7 or more</u>
Football	5, maximum	
Boys and Girls Basketball, Soccer,	2, maximum	

Sport	No. of Coaches	No. of Individual Athletes
Baseball, Fastpitch, Volleyball, and Water Polo		
Boys and Girls Golf, Tennis, and Bowling	1, maximum	
Trainers	1*	

Section 21. Staff Protection

- A. Employee responsibilities: Employees shall have the following responsibilities with respect to control and discipline of students:
1. Each employee shall enforce the prescribed District, and building rules and WIAA standards for student conduct.
 2. Each employee shall comply with District, building and WIAA rules and guidelines relating to discipline of students.
- B. Employees who are threatened with bodily harm by any individual or any group, while carrying out their occupational obligations, shall immediately notify the building principal or supervisor. The principal or supervisor shall notify the Superintendent's office of the threat and take immediate steps in cooperation with the employees to provide every reasonable precaution for their safety. Precautionary steps shall be reported to the Superintendent's office at the earliest possible time.
- C. The District shall protect employees by maintaining a standard comprehensive bodily injury and property damage public liability insurance contract in the amount of \$1,000,000 per occurrence.
- D. Each employee may use such action as necessary to protect himself or herself, a fellow employee or administrator, a student or another person from attack, physical abuse or injury.
- E. Each employee shall be entitled to appropriate assistance and support from District administrators in connection with discipline problems relating to student behavior in extracurricular activities.

- F. Each employee shall be advised of any complaint from an identifiable source made to the principal or other School District administrator regarding the employee. The employee shall be given the opportunity to present his/her version of the incident and to meet with the complaining party.

Section 22. Physical Facilities

The parties agree that properly maintained equipment and facilities are essential to a safe and successful program consistent with WIAA standards for games and events. To this end, the parties agree to use the problem solving procedure below to resolve any and all problems relating to maintaining physical facilities.

- A. Throughout the sports season and during the school-year, each head coach and the building Athletic Director shall meet to review facility condition(s), maintenance, and conduct a needs assessment.
- B. Identified needs shall be forwarded to the principal and District Athletic Director, in writing.
- C. The District Athletic Director will review the requests and meet with the District maintenance department to develop a maintenance schedule.
- D. In the event of a disagreement regarding maintenance of facilities, the principal, Athletic Director and affected coach may request a meeting with the District Athletic Director, Assistant Superintendent for High School Education and the Director of Maintenance.

Emergency repairs that cannot wait until the end of the season or until summer shall be reported to the District Athletic Director in writing by the affected head coach and Athletic Director.

Section 23 . Job Description

Before changes are made to the existing job descriptions within the bargaining unit, the recommendations of the Association will be considered.

ARTICLE V PERSONNEL

Section 24. Supplemental Contract

Each employee with an assignment listed in Section 15, Extra Pay For Extra Work, of this Agreement shall be issued a supplemental contract which shall be in conformity with Washington State law.

An employee who does not desire to continue in the same extracurricular assignment for the following school year will notify the principal in writing as soon as possible following the end of the season. Employees working fall and winter sports will provide such notice by May 15 of the current student school year-; employees working spring sports will provide such notice by June 1.

If an employee is not to be recommended by the principal to continue in the same extracurricular assignment the following school year for an assignment covered by this Agreement, the principal will notify said employee in writing by the end of the current student school year with the following exceptions:

- A. If, after the end of the student year, there is a change in high school head varsity coaching positions, assistant coaches shall receive written notice no less than thirty (30) days prior to the first day of the season.
- B. When there is insufficient student participation to continue the assignment, enough athletes to avoid forfeiture of a game.
- C. The District is not obligated to offer an extracurricular assignment to an employee who is transferred to another school.
- D. An employee will not be continued in an extracurricular assignment if the assignment is not authorized.
- E. Compliance with Sections 32 and 33.

Such notification will state the reason(s) for the action. The District's decision shall not be made for arbitrary and capricious reasons.

Section 25. Personnel Files

- A. The District personnel file(s) on any employee in the possession of the District shall be subject to review at reasonable times by the employee.
- B. Any critical written matter or any commendatory items shall be shared with the employee prior to its inclusion in the employment file and shall be signed or initialed by the employee as proof of knowledge of its entry.

Materials reviewed by an employee and judged by the employee to be derogatory to his/her service, character, or personality may be answered and/or refuted by the employee in writing. Such written response shall be permanently attached to said materials and shall become a part of his/her personnel file.

- C. Copies or records of grievances filed by an employee shall not be entered into the personnel file.

Section 26. Cause

An employee will not be disciplined for an arbitrary or capricious reason. Discipline will be for cause. The extent of any disciplinary action will be in keeping with the seriousness of the infraction. A process of progressive discipline will be used. Progressive discipline includes oral warning, written reprimand or suspension as appropriate to the infraction. The employee will receive a copy of any written reprimand.

An employee shall be entitled to have present a representative of the Association during any hearing conducted by the administration or the Board.

This section shall apply only to discipline up to and including suspension for regular employees for infractions in matters not related to job proficiency or competency.

Any complaint not called to the attention of the employee may not be used as the basis for disciplinary action. The employee must be apprized of any written complaint and may request a copy of such a complaint unless otherwise provided by law.

Section 27. Equitable Treatment

The District will not illegally discriminate in applying the provisions of this Agreement.

The Board agrees that it will not discriminate against employees because of their membership or nonmembership in employee organizations.

Section 28. Sexual Harassment

Any employee who has a complaint regarding sexual harassment may file said complaint with the Equity and Diversity or appropriate office. The appropriate form may be obtained from this office. A copy of the form is reproduced in Appendix I of this Agreement.

ARTICLE VI EVALUATION AND PROBATION

Section 29. Observation-Evaluation Procedures

The purpose of evaluation is to help improve the employee's performance as a coach or extracurricular leader.

All members of the bargaining unit shall be evaluated annually by the building principal or their designee if it has been determined that there is concern about performance of an employee, or if the employee's supervisor has concerns. Activities that have a defined season shall have their evaluations completed within twenty (20) calendar days of the end of the season, except for spring activities which shall be evaluated no later than the last student day of the year. Year-long activities will be evaluated on or before the last student day of the year.

The building principal or designee shall be the evaluator of record and shall receive input from the building athletic director and head coach, if the evaluation is of an

assistant. Positions listed in Section 15. B. and C. shall be evaluated by the building principal or designee. Positions listed in Section 15. D. shall be evaluated by the District athletic director/designee.

All evaluations shall be documented on the proper forms attached as Appendix II.

The bargaining unit member and evaluator shall meet to review the completed evaluation. The member shall sign the evaluation to show that they have received a copy of the evaluation. The signature does not mean agreement with the evaluation.

Completed evaluations signed by the employees shall be stored in the employee's personnel file with the Human Resource Department.

ARTICLE VII ASSIGNMENT AND TRANSFER

Section 30.

All head coaching positions and other positions not filled by staff within the building with the opening listed in Section 15 of this agreement shall be posted for a period of five (5) workdays to bargaining unit members, and internal applications shall be reviewed prior to posting to the public. Positions will not be filled until after the application deadline. All candidates must meet the minimum qualifications of the posting.

ARTICLE VIII LAYOFF AND RECALL

Section 31.

In the event of a double levy failure or a significant loss of state revenues, the parties shall meet within twenty (20) workdays of notice to discuss the impact and potential alternatives.

ARTICLE IX GRIEVANCE PROCEDURE

Section 32. Definition

A grievance is a claim based upon an alleged violation of this Agreement, written District policies, regulations and rules adopted by the Board or unfair and inequitable treatment of an employee by an administrator.

Section 33. Procedure

Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum, and every effort shall be made to expedite the process. Time limits under unusual circumstances may be extended by mutual consent.

Level I

- A. An employee with a grievance shall discuss the grievance first with his/her immediate administrator. Every effort shall be made to resolve the grievance at this level in an informal manner.
- B. In the event that the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate administrator as the second step of Level I. Within five (5) business days after the written grievance is presented, the administrator shall render a decision thereon, in writing, and present it to the grievant.

Level II

- A. If the aggrieved employee is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within five (5) business days after the presentation of the grievance, he/she may file the grievance, in writing on the grievance form, with the Superintendent and a copy sent to the immediate administrator and to the Association. The Superintendent, or designated representative(s), shall represent the administration at this level of the grievance procedure. Within five (5) business days after receiving the written grievance, the Superintendent, or designated representative(s), shall schedule a meeting with the aggrieved in an effort to resolve the grievance.

If a Level II grievance is not filed in writing with the Superintendent within five (5) business days after a Level I decision has been received in writing, then the grievance shall be waived. The decision from Level II shall be in writing and delivered to the aggrieved employee.

- B. If the aggrieved employee is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within five (5) business days after the meeting with the Superintendent, or designated representative(s), the employee may file a Level III grievance.

Level III

- A. If the aggrieved is not satisfied with the disposition of the grievance at Level II, the Grievant may, within five (5) business days after the decision is rendered, request in writing to the Association with a copy to the Superintendent, that the grievance be submitted to arbitration.
- B. At the employee's option, a grievance may be submitted in writing to the Board prior to a request for arbitration if the aggrieved employee is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within five (5) business days after the meeting with the Superintendent, or designated representative(s). The President of the Board shall review the grievance appeal and shall determine whether or not a Board level grievance appeal shall be held. If the Board level grievance appeal is not held, the President of the Board shall reply to the Grievant in writing within five (5) days.

C. The Association may, within ten (10) business days after the receipt of the request, submit the grievance to arbitration by so notifying the Superintendent; provided, however, that only those grievances based upon an alleged violation of this Agreement shall be subject to arbitration. If a particular grievance is based upon an alleged violation of this Agreement and unfair and inequitable treatment, then only that portion based upon the alleged violation of this Agreement shall be subject to arbitration.

D. The Association may request a list of arbitrators from the Federal Mediation and Conciliation Service. The District and the Association will select an arbitrator by alternately striking names from the list until an arbitrator is determined.

As an alternative, the Association may submit the grievance to arbitration through the American Arbitration Association (AAA). If the AAA is used the parties will be bound by the voluntary rules and procedures of the AAA for the selection of the arbitrator.

E. The arbitrator shall confer promptly with the representatives of the Board and of the Association, review the record of prior meetings and hold such further hearings as deemed necessary.

F. The arbitrator will have authority to hold hearings and make procedural rules. Findings will be issued within a reasonable time after the date of the close of the hearings or, if oral hearings have been waived, from the date the final statement and evidence are submitted to the arbitrator.

G. The arbitrator's findings shall be submitted in writing as soon as possible to the Board and to the Association and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be consistent with existing statutes and shall be binding on both parties.

H. Any costs for the services of the arbitrator shall be shared equally by the District and the Association. Each side will bear its own costs of representation, including attorney fees.

I. Fees which are charged by an arbitrator for canceling or postponing an arbitration hearing shall be paid by the party who initiates the cancellation or the postponement, unless the District and the Association mutually agree to other arrangements in reaching a settlement to the grievance.

Section 34. Supplemental Conditions

A. At each step of the procedure for adjusting grievances, the employee may be accompanied by a designated representative of the Association. Any person(s) who might contribute to resolution of the grievance may be requested by the employee and/or the official representative.

B. When a grievance hearing is held at Level II and the grievance involves an immediate supervisor, the supervisor shall be present if requested by the Grievant.

- C. Exclusive representation for a grievant shall be through the Association except for an employee who may elect self-representation.
- D. There shall be no reprisal by the Association, the District or its employees by reason of the involvement of any person in the grievance procedure.
- E. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration.
- F. A grievance may be lodged by the Association.
- G. Certain grievances which are not under the jurisdiction of the immediate administrative supervisor and are based upon administrative action taken by an administrator other than the immediate administrative supervisor shall be initiated at Level II of the grievance procedure. A copy of the grievance shall be provided the immediate supervisor.
- H. If a formal grievance is not filed within fifty (50) business days of the act or the creation of the condition on which the grievance is based, then the grievance shall be waived.
- I. For employee grievances, the arbitrator shall have no power or authority to rule on any of the following:
 - 1. The termination of services or failure to re-employ any employee to a position on supplemental salary schedules.
 - 2. Any matter involving employee probation procedures, discharge, nonrenewal, adverse effect or reduction in force.
- J. The Board agrees to furnish the Association, upon request of a designated representative, such information which may be necessary to process any grievance or complaint.

AGREEMENT

This Agreement is made and entered into between Tacoma School District No. 10 and the Tacoma Coaches and Extra Curricular Leaders Association.

TACOMA SCHOOL DISTRICT NO. 10

_____ Date: _____
President, Board of Directors

TACOMA COACHES AND EXTRA CURRICULAR LEADERS ASSOCIATION

_____ Date: _____
President

_____ Date: _____
UniServ Representativ

Discrimination Complaint Form

Sex Race Age Disability

Harassment, Intimidation & Bullying (H-I-B) Sexual Harassment (S/H)

Boundary Invasion Other: _____

Complainant Name: _____ Date: _____

Address / Location: _____
City/Zip Code/Building/Department

Telephone (Home/Work/Cell): _____

Student Employee Parent/Guardian Other: _____

Name of perpetrator: _____ School / Position: _____

Complaint: _____

Resolution requested: _____

List witnesses or others involved in the complaint (Please list contact information for each, if known.):

Signature of complainant

Date

Date received: _____

Received by: _____

APPENDIX II

**Tacoma Public Schools
Coaches and Extra Curricular Leaders Evaluation Form**

Name _____

School _____ Assignment _____

GENERAL: Use sections I, II, III, and IV to evaluate performance based on professional contacts and activities throughout the season/year. Evaluations may include clearly identified comments, but may not add to, delete, nor modify specific language in the form.

Key: S-Satisfactory
N-Needs Improvement
U-Unsatisfactory
NO/NA-Not Observed/
Not Applicable

	S	N	U	NO/ NA
I. Professional Preparation/Knowledge of Extra Curricular Assignment:				
A. Demonstrates knowledge or activity.	___	___	___	___
B. Demonstrates a commitment to activity as a profession.	___	___	___	___
C. Participate in district meetings, inservice, professional Development on a continuing basis to meet and maintain appropriate WIAA compliance standards and/or consistent with district adopted job description.	___	___	___	___
II. Leadership Management				
A. Prepares and implements practice/activity budget plans.	___	___	___	___
B. Prepares/secures facilities, equipment and materials in advance of the activity.	___	___	___	___
C. Manages activity in a professional manner.	___	___	___	___
D. Maintains physical environment conducive to activity.	___	___	___	___
E. Maintains climate which is most likely to enhance activity.	___	___	___	___
F. Assists participants toward self discipline and acceptable standards of behavior.	___	___	___	___
G. Informs participants/co-workers of their responsibilities and of School, District, and State rules and regulations pertaining to the activity.	___	___	___	___
H. Maintains appropriate records.	___	___	___	___
III. Leadership				
A. Treats participants as individual in a professional manner.	___	___	___	___
B. Demonstrates consideration for each participant's unique background and needs.	___	___	___	___
C. Works well with building/district personnel.	___	___	___	___
D. Communicates professionally with participants, fellow leaders and parents.	___	___	___	___
E. Establishes participation guidelines and rules per the activity.	___	___	___	___
F. Maintains control and enforces rules as per activity.	___	___	___	___
IV. Efforts Towards Improvement				
A. Responds positively to constructive criticism.	___	___	___	___
B. Solicits suggestions from colleagues and administrators.	___	___	___	___

- C. Demonstrates commitment toward identified activity. ___ ___ ___ ___
- D. Implements specific suggestions for improvement to meet an adequate level of performance. ___ ___ ___ ___

V. Supervision

- A. Supervises participants in the appropriate manner before, during and after contests and practices. ___ ___ ___ ___
- B. Assists building principals and building athletic director to coordinate supervision of contests/events. ___ ___ ___ ___

VI. Coaches

- A. Schedules appropriate number of contests per WIAA regulations. ___ ___ ___ ___
- B. Maintains current first aid and CPR cards. ___ ___ ___ ___
- C. Demonstrates appropriate sportsmanship behavior. ___ ___ ___ ___

Overall Evaluation

Circle One:

- Satisfactory: To be recommended for continued assignment.
- Needs Improvement: Recommended to continue assignment, with the understanding the improvement in the area(s) of concern are addressed. See Below
- Unsatisfactory: Not to be recommended for continued assignment. See Below

Comments for Needs Improvement or Unsatisfactory Evaluation:

Comments for Date(s) Observed _____ _____ _____

Evaluatee's Signature _____ Date _____

Evaluator's Signature _____ Date _____

Distribution: White - Evaluatee Yellow - District's Athletic Director Pink - Evaluator