

Collective Bargaining Agreement

Between The

TUKWILA SCHOOL DISTRICT #406

And The

TUKWILA EDUCATION ASSOCIATION ATHLETICS
AND ACTIVITIES

2013-2015

PREAMBLE

In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of certain employees of the Tukwila School District (hereinafter referred to as the District), this Agreement is made and entered into by and between the District and the Tukwila Education Association (hereinafter referred to as the Association).

ARTICLE I- RECOGNITION AND ADMINISTRATION

Section 1.1 Recognition

The District hereby recognizes the Association, an affiliate of the Washington Education Association and the National Education Association, as the exclusive bargaining agent for all employees who conduct extracurricular activities and perform related assignments for which no certification is required, excluding supervisors, confidential employees, casual employees and all other employees of the District

Section 1.2 Criteria for Bargaining Unit Inclusion

Persons employed to perform bargaining unit work, as defined in Section 1.1, for an aggregate of more than thirty (30) days within any twelve (12) month period ending during the current or immediately preceding school year and who have an expectancy of continued employment are included in this bargaining unit. If the District has a reasonable expectation that a position will have a duration of more than thirty (30) days, the employee will become a member of the bargaining unit on their first day of work in that assignment.

Section 1.3 Status of Agreement

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

1.3.2 The District agrees that no supervisory duties shall be added to any position within the bargaining unit which has the effect of removing such position from the bargaining unit without prior negotiations and agreement with the Association.

Section 1.4 Conformity to Law

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington and the United States. If any provisions of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect. In the event a provision(s) is determined to be contrary to law such provision shall be re-negotiated.

Section 1.5 Distribution of Agreement

The District will publish a current copy of the agreement on the district's website and provide ten (10) copies to the Association president.

Section 1.6 Definitions

- 1.6.1 The term "employee" or "regular employee" or "bargaining unit employee" when used hereinafter shall mean all bargaining unit members as described in Section 1.2.
- 1.6.2 The term "District employee" when used hereinafter shall mean employees of the District who are not members of this bargaining unit.
- 1.6.3 The term "supervisor" when used hereinafter shall refer to the appropriate District administrator.
- 1.6.4 Unless otherwise defined, the term "day(s)" when used hereinafter shall mean days in which school is in session and is exclusive of weekends, holidays and vacations or school breaks. During the period between school years, the term "day(s)" shall mean weekday, excluding holidays.
- 1.6.5 The term "extracurricular" when used hereinafter shall mean coaching and activity assignments for which no certification is required.
- 1.6.6 The term "elementary school position" shall mean any bargaining unit work performed for the benefit of elementary school students.

Section 1.7 New or Modified Positions

In the event the District determines to add or modify any sport or activity at the middle school or high school that would be covered by this Agreement it shall notify the Association and the parties shall meet promptly to bargain stipends and other terms and conditions for the new or modified sport or activity. No person will be asked or required to assume responsibility for a sport or activity until such bargaining has taken place. In the event the District substantially modifies the manner in which elementary school positions and activities are offered, the District will promptly notify the Association and bargain the effects of such decision(s) upon wages, hours, and working conditions if requested.

ARTICLE II- MANAGEMENT RIGHTS

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control.

ARTICLE III - ASSOCIATION RIGHTS

Section 3.1 Association Representatives

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that it does not interrupt normal school operations or assigned duties. It is the responsibility of the above-mentioned Association representative to report to the building principal's office prior to contacting members in individual buildings.

Section 3.2 District Equipment and Facilities

- 3.2.1 The Association may use school equipment, including typewriters, computers, ditto machines, duplication equipment, and audio-visual equipment normally available to employees after school hours, provided that such equipment shall not be removed from school property. The building administrator's office will be notified prior to such use of school equipment. The use shall be for internal Association business. Materials produced on school equipment shall be limited to internal Association communications. Expendable supplies, in connection with such equipment use, will be furnished or paid for by the Association.
- 3.2.2 School facilities may be used for Association meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with normal school operations. The Association will give prior notice for any such activity or property use. Pursuant to RCW 28A.320.510, the District has the right to require a reasonable rental for the use of School District facilities and equipment.
- 3.2.3 The Association shall be responsible for claims arising from accidents, theft, and loss or damage resulting from the use of facilities and equipment.
- 3.2.4 In the event of a strike, sit down, slow down, or picket against the District by this bargaining unit, the above granted rights and privileges shall be suspended for the duration of such activities.

Section 3.3 Membership Communication

- 3.3.1 Inter-school mail facilities may be used for distribution of Association communications provided that such communications are labeled as Association materials and contain the name of the authorizing Association official and are not defaming to any individual or group.
- 3.3.2 The Association may post notices of activities and matters of Association concern on designated bulletin boards, one of which shall be provided in each staff lounge, provided that such notices are labeled as Association materials and contain the name of the authorizing Association official and are not defaming to any individual or group.

Section 3.4 Availability of Information

- 3.4.1 The District agrees to furnish to the Association in a timely manner, in response to reasonable requests, all information which is public record together with legally disclosable information which may be necessary for the Association to process a grievance.
- 3.4.2 The Association president will be notified of all new bargaining unit hires, transfers, terminations/resignations, disciplinary action that will be taken with regard to employees and any grievances that are filed by employees.

Section 3.5 Dues, Deductions and Representation Fees

- 3.5.1 All members of the bargaining unit shall, as a condition of employment, be a member of the Association or pay an amount equivalent to the dues of the Association.

- 3.5.2 The District shall enforce this provision by deducting from the employee's salary, each pay period, the dues required of membership, or for non-members thereof, a fee equivalent to such dues. In lieu of payroll deduction, the employee may pay a lump sum amount to the Association. This provision safeguards the rights of non-association of employees based on bona fide religious tenets or teachings. Such employee shall pay an amount of money equivalent to regular Association dues, in the same manner as members and fee payers, to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. If the employee and the Association do not reach agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the charitable organization.
- 3.5.3 The District shall transmit the dues/fees to the Washington Education Association each pay period. Dues will also include local dues.
- 3.5.4 In the event an employee is a dues or fee paying member of another WEA certificated or classified bargaining unit, he/she will not be required to pay additional dues or fees (other than local dues) under this contract. WEA will have the final determination whether or not the dues will be waived. The bargaining unit will establish local dues and communicate the amount to the business office.
- 3.5.5 The Association agrees to reimburse any employee who pays an amount in excess of the rate required for dues and assessments or representation fees, equal to that received in overpayment, provided that the Association or its affiliates actually received the excess amount.
- 3.5.6 The Association agrees to defend, indemnify, and save the District harmless against any liability, costs, and attorney fees, which may arise by reason of any action taken by the District to comply with these provisions.

ARTICLE IV- EMPLOYEE RIGHTS

Section 4.1 **Non-Discrimination**

There shall be no unlawful discrimination against an employee or applicant for employment because of race, creed, religion, color, marital status, sex, sexual orientation, disability, age, national origin, sensory mental or physical handicap (SMPH), or the use of a trained dog guide or service animal by a person with a disability, or veteran or military status.

Section 4.2 **Employee Protection**

- 4.2.1. The District shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof. Such insurance protection must include as a minimum, liability insurance covering injury to persons and property and insurance protecting those employees from loss or damage of their personal property incurred while so engaged. (RCW 28A.400.370)
- 4.2.2 The District will cooperate in the criminal prosecution of students who are apprehended or arrested for damage to property of employees, which is damaged while the employee is performing duties for the District.
- 4.2.3 The District will request restitution from parents of students for damage to property of employees, which is damaged by such students.

- 4.2.4 Employees shall not be required to drive students to activities, which take place away from the school building. They may do so voluntarily. In such event, they shall be covered by the District's excess liability insurance policy for any accident which may occur in connection with such trip and such coverage shall be consistent with the coverage so provided by the carrier and shall be secondary to the employee's own insurance.
- 4.2.5 Any case of assault upon an employee shall be promptly reported to the immediate supervisor so that appropriate District action shall be initiated. The District shall promptly render assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities. When absence or disability arise out of assault sustained in the course of employment, the employee shall suffer no loss in wages or benefits, less any amount of Worker's Compensation awarded.
- 4.2.6 Corporal punishment of students as defined by WAC 180-40-235 is prohibited. This shall not prevent the use of reasonable force to maintain order or to prevent a student or other person from harming him/herself, or other students, school staff or property. When an employee is threatened with injury, or comes to the aid of another person about to be injured, or attempts to prevent other malicious interference with real or personal property which is in their possession or in the possession of another employee or student on school premises, employees are authorized to use reasonable force upon or toward a student or other person in the defense of such person or property as part of their assigned responsibilities. Any student who willfully physically assaults an employee will be subject to emergency removal as pursuant to WAC 180-40-290 subject to the rights and duties imposed under WAC 180-40 and federal and state student disability laws.

Section 4.3 Due Process Discipline

- 4.3.1. No employee shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing upon request and placed in the employee's personnel file. Any disciplinary action taken against an employee shall be appropriate to the behavior, which precipitates the action.
- 4.3.2 An Employee shall be entitled to have present a representative of the Association during any disciplinary action or during any investigatory meeting which could lead to discipline excluding informal warnings, criticism or suggestions for improvement which independently do not form the basis for formal action. When a request for representation by the employee is made, no action shall be taken with respect to the employee, until such representative of the Association is present or until two (2) days have passed after such request. In cases where the immediate health, safety and well-being of students, other employees or district patrons necessitates immediate disciplinary action, the District will notify the Association within twenty-four (24) hours that action has been taken.
- 4.3.3 It is agreed that all disciplinary matters pursuant to this Article shall be subject to the Grievance Procedure contained in this agreement, except that non-renewal shall not be subject to just cause.
- 4.3.4 If a parent, student, other employee or third party complaint is made or the District initiates an investigation, the District will inform the employee, prior to any disciplinary action, of the nature of the complaint/investigation so that the employee has the opportunity to respond with his or her explanation. The District shall attempt to arrange a meeting with the complainant, the employee, and the administrator to resolve the complaint. The employee may have an Association representative at such meeting. If such a meeting occurs, and if the administrator is considering formal disciplinary action after the meeting, the employee will be so notified within ten (10) days after the meeting has taken place.

Section 4.4 Personnel Files

- 4.4.1 Materials in the employee's personnel files maintained in the District office or immediate supervisor's office will be available for inspection by the affected employee. Anyone, at the employee's request, may be present in this inspection. An employee will have the right to comment on any material placed in the personnel file and to have such comments attached to the material in question.
- 4.4.2 Derogatory information will be entered into an employee's file under the following conditions only:
- A. The employee will be notified, in writing, that such information has been placed in the file. If an employee has not been previously made aware of the subject matter of the derogatory information under the due process/discipline procedures, the District will give the employee notice within fifteen (15) days of the time that the derogatory information is placed in the personnel file.
 - B. The employee will be provided an opportunity to challenge the accuracy or appropriateness of such information.
 - C. The employee will be provided an opportunity to enter a written statement of clarification or explanation of such information.

ARTICLE V- CONDITIONS OF EMPLOYMENT

Section 5.1 Evaluation

- 5.1.1 The District athletic director will evaluate all high school and middle school head and assistant coaches. The District athletic director will seek input from the head coach in the evaluation of assistant coaches, except that the head coach is not required to provide such input. The District athletic director shall observe the performance of the coaches described above for the purpose of evaluation for a total of sixty (60) minutes.
- 5.1.2 Evaluation of staff performing other activities which do not fall under the purview of the athletic director will be conducted by the principal or assistant principal of the building where the activity is taking place.
- 5.1.3 The coach and advisor evaluation forms will be found in the Appendices. It is understood by the Association and the District that evaluations are not required for advisors of non-athletic activities and will be conducted on an as needed basis. Evaluation forms must be given to and signed by the Employee. Copies of coaching and activity evaluations shall be part of the employee's personnel file. All coaches will be formally evaluated every year within thirty (30) days after the end of the season. Employees who disagree with the content of their evaluation may attach comments that will be entered into the employee's personnel file along with the evaluation.
- 5.1.4 The contract/employment status of District employees who are also members of this bargaining unit shall not be affected by their performance of extracurricular duties or their refusal to accept subsequent extracurricular assignments. This shall not prevent the District from disciplining, discharging, or non-renewing an employee from any position with the District based on misconduct occurring during the performance of any work for the District.
- 5.1.5 All coaches will be given a current copy of WIAA Coaches Standards at the beginning of each athletic season.

Section 5.2 Issuance of Individual Employment Contracts

- 5.2.1 The post-season/activity evaluation will include a recommendation to rehire or non-renew each coach or advisor. A recommendation to rehire a coach/advisor shall not be binding on the District except in the event the coach or advisor begins the subsequent season/activity without having been notified of his/her non-renewal.
- 5.2.2 Middle school and high school head coaches will be notified in writing whether they are to be retained for the following school year within forty-five (45) days of the completion of the season.
- 5.2.3 Other middle and high school coaches and advisors will receive a letter of intent from the District as soon as reasonably possible, but no later than fifteen (15) days prior to the start of the season/activity if they are to be employed for a sport or activity. A letter of intent will include the assigned position, the number of days that the position is expected to last and the employee's step/salary placement.
- 5.2.4 Elementary employees in extracurricular positions will have the right of first refusal relative to activities that continue for the subsequent school year. In no way does this preclude the provisions of 5.2.1 listed above.
- 5.2.5 Employees shall have the right to Association representation at any meeting regarding non-renewal.

Section 5.3 Posting of Open Positions

- 5.3.1 The District shall publish, for a minimum of ten (10) days, the availability of new and open positions covered by this bargaining unit by first sending the openings to every District worksite. The ten-day minimum may be changed with the consent of the Association president. Such posting will be done in a timely manner and will list the relevant minimum requirements for the position. A copy of the job posting will be forwarded to the president of the Association. Prior to posting a position the incumbent, if any, will be notified in writing if he/she is not to be offered the position.
- 5.3.2 Where the qualifications of applicants are substantially equal, the position will be offered in the following order: 1. Bargaining Unit and Non-Bargaining Unit District employees 2. Non-District applicants.
- 5.3.3 During school breaks, employees have the responsibility to inquire as to current vacancies. Vacancies will be listed on the District's website. Such positions shall remain open for no less than ten (10) days for response from internal applicants.
- 5.3.4 For purposes of posting and placement, a position is not considered vacant in the event that an individual is rehired from one year to the next.
- 5.3.5 Head coaches will be invited to provide input including participation in job interviews for their assistants, except that head coaches shall not be required to provide such input. It is understood that hiring decisions are the prerogative of District administrators and the Board of Directors and shall be in compliance with the terms of this agreement and any applicable laws.
- 5.3.6 Head coaches may request additional assistants or volunteers by submitting a request to the Athletic Director. At the beginning of each school year, the Athletic Director will communicate the process by which additional coaches may be requested.

Section 5.4 Staff Development

Each employee, excluding individual game position employees, shall be reimbursed for registration for one (1) clinic/workshop each year related to their assignment with prior approval from the employee's supervisor.

Section 5.5 Facilities

In order to carry out assigned responsibilities, employees shall be assigned a work area by the Supervisor that contains equipment, supplies, and storage areas as well as access to keys that the employee needs to gain entrance to these areas. Employees will be assigned classroom or other indoor meeting space as needed. Employees are encouraged to raise the adequacy of assigned work areas with the Supervisor as problems arise. The District recognizes the importance of maintaining the District's athletic fields, therefore it will keep the association apprised when work is scheduled to be done on the athletic fields.

ARTICLE VI- GRIEVANCE PROCEDURE

Section 6.1 Definitions

- A. A grievance is an alleged misinterpretation of, misapplication of, or violation of, the terms and/or provisions of this Agreement
- B. A grievant shall mean an individual, a group of individuals and/or the Association.

Section 6.2 Procedure for Processing Grievances

6.2.1 Level 1 - Immediate Supervisor

- A. The grievant and the Association representative, or the Association, may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, the grievance shall be presented in writing to the immediate supervisor within twenty (20) days after the occurrence of the grievance or within twenty (20) days from the time the grievant or the Association should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.
- B. The "Statement of Grievance" shall name the grievant(s) involved, the specific facts giving rise to the grievance, specific provision or provisions of the Agreement alleged to be violated and the remedy (specific relief) requested.
- C. The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), Association representative and the Superintendent. The immediate supervisor shall answer the grievance in writing within five (5) days of receiving the grievance and the answer shall include the specific reasons upon which the decision was based and all supportive evidence to the grievant(s), Association representative and the Superintendent.

6.2.2 Level 2 - Superintendent

- A. If no satisfactory settlement is reached at Level 1, the grievance may be appealed to Level 2, Superintendent, or his/her designated representative within eight (8) days of receipt of the decision rendered in Level 1.
- B. The Superintendent or his/her designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within eight (8) days of the receipt of the appeal.
- C. The Superintendent or his/her designated representative shall provide a written decision, incorporating the specific reasons upon which the decision was based to the grievant(s), Association representative and immediate supervisor within five (5) days from the conclusion of the meeting.

6.2.3 Level 3 - Arbitration

- A. If no satisfactory settlement is reached at Level 2, the Association, within fifteen (15) days of the receipt of the Level 2 decision, may appeal the final decision of the District to the American Arbitration Association for arbitration under the Voluntary Rules. It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited herein to make decisions in cases of alleged misinterpretation of, misapplication of, or violation of the terms and/or provisions of this Agreement.
- B. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the District, the Association and the grievant(s).

6.2.4 Jurisdiction of Arbitrator

- A. The arbitrator shall have no power to add to, subtract from, disregard or modify the terms and provisions of this Agreement.
- B. The arbitrator shall have no power or authority to make any decision, which requires the commission of an act prohibited by law.
- C. The arbitrator shall have no power or authority to rule on non-renewals, or any matter involving employee evaluation, provided that procedures under Section 5.1 shall be subject to the decision of an arbitrator.

Section 6.3 Additional Provisions

6.3.1 Time Limits

- A. Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.
- B. Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within a specific time limit shall permit the Association to lodge an appeal at the next step of this procedure.

- C. Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the District's answer at the previous step.
- D. In order to expedite grievance adjudication, the parties agree that any Association grievances or class action grievances, will be lodged at Level 2 of this procedure.

- 6.3.2 A grievant can be represented at all stages of the grievance procedure by him/herself, or at his/her option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 6.3.3 No reprisals of any kind will be taken by the Board or Administration against an employee or group of employees because of participation in the grievance procedure.
- 6.3.4 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 6.3.5 Should the investigation or processing of the grievance require that an employee or an Association representative be released from her/his regular assignment, he/she shall be released without loss of pay or benefits if the employee or Association representative has prior approval of the Superintendent or the Board.
- 6.3.6 The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

ARTICLE VII- SALARIES, STIPENDS AND BENEFITS

Section 7.1 Salary Schedule

The salary schedule for 2013-2014 and 2014-15 are found in Appendix A and by this reference incorporated herein. Base salary for 2013-2014 shall mean \$34,048 multiplied by .94. Base salary for 2014-2015 shall mean \$34,457 multiplied by .94. This salary schedule shall reopen for negotiations at the request of the District or the Association if the state legislature changes the model from the previous year in a manner other than to provide raises.

Section 7.2 Step Placement and Advancement

- 7.2.1 Initial step placement on the salary schedule should be in accordance with the following rules:
 - A. Credit shall be given any employee (year for year) for any public or private school experience in a similar paid position, or higher position, in that activity or sport.
 - B. Full credit shall be given for substantially equal volunteer experience within the District at any similar or higher paying position on a year-for-year basis.
 - C. Credit shall be given at the discretion of the Athletic Director, with the approval of the Superintendent, for any verifiable experience, which relates to a particular activity or sport as the Director may feel appropriate or equitable. This could include volunteer positions in other districts or in community activities or sports.
 - D. Experience shall be verified in writing.

7.2.2 Employees shall advance one step on the salary schedule annually.

7.2.3 Assistants moving to a higher paying position shall move to the first step on the higher salary range that provides an increase for the employee.

Section 7.3 Extended Season Pay

High School athletic coaches whose teams qualify to participate in extended seasons due to WIAA sanctioned post-season activities will be compensated in the following manner:

- A. Post-season pay will become effective after the completion of league competition.
- B. Coaches will be compensated at a per diem rate to be calculated as follows: Number of weeks per regular WIAA season x 5 days per week= total days. Regular season coaching stipend divided by total days= per diem rate.
- C. Extended season compensation will be paid for practice on school days and for event days only.
- D. Allocation of the number of coaches paid to number of students participating in post-season play will be as follows:

<u>Number of Students</u>	<u>Number of Coaches eligible for Extended Season Pay</u>
1-5 students	1 coach
6-14 students.....	2 coaches
14-30 students	3 coaches
31+ students	4 coaches

E. For co-ed sports (i.e., golf, tennis, cross country) where post-season play occurs at separate sites, the head coach and one additional coach may be eligible for extended season pay if students of both genders qualify for league competition.

Section 7.4 Payment Options and Deductions

7.4.1 An employee shall have three (3) payment options: 1) a lump sum payment at the conclusion of the sport/activity, 2) beginning of the sport/activity to end of sport/activity, or 3) Twelve (12) equal payments throughout the year (or equal payments over the remaining months).

The third option, option 3, is only available to district certificated employees. Those who do not select an option will be paid according to option 2, beginning of the sport/activity to end of sport/activity. Once a decision on a payment option is made, it is irrevocable for the duration of that sport/activity.

7.4.2 Payroll deductions shall be taken automatically from salary warrants payable to employees for the following purposes:

- A. Withholding tax payments for the federal government.
- B. Social security payments for the federal government.
- C. Retirement payments for the state (if applicable).
- D. Association dues or fees (if applicable).

7.4.3 Employees will be paid on the last business day of each month.

Section 7.5 Hourly Conversion

Employees will be paid the entire stipend due under this Agreement in workweeks where the employees' hours are less than forty (40). Employees who are not exempt under the Fair Labor Standards Act (FLSA) shall receive overtime compensation equal to one and one-half times their regular hourly rate (calculated as the weekly stipend divided by the total hours worked for that week) for all hours worked over forty (40) in a work week. Employees must receive prior approval from the athletic director or principal before working more than forty (40) hours in one week.

Section 7.6 Travel

7.6.1 Employees authorized to use their private automobile to travel on District business or who, by the nature of their assignment, must travel between worksites shall be compensated at the District provided rate, but not less than the IRS rate. Additionally, employees who are required to travel outside the District on District business shall be reimbursed for actual meal and lodging expenses, if any.

7.6.2 For District approved, but voluntary, out-of-District events or visitations, the employee shall be reimbursed for those expenses incurred through travel, meals, and lodging per District policy.

7.6.3 The cost of substitutes that are needed or required shall be paid by the District.

Section 7.7 Approved Absence

Any approved absence not requiring the hiring of a replacement coach/advisor will not result in a loss of compensation. If a replacement coach/advisor is hired, the absent coach/advisor's stipend will be adjusted accordingly unless the employee is able to arrange for his or her own substitute with prior approval, in which case there will be no loss of salary.

ARTICLE VIII- TERM AND SEPARABILITY OF PROVISIONS

Section 8.1

The term of this Agreement shall be September 1, 2013, to August 31, 2015.

Section 8.2

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except that this Agreement may be reopened and modified at any time during its term upon mutual written consent of the District and the Association.

Section 8.3

This Agreement shall be reopened at the request of either party to consider the impact of legislation enacted following the execution of this Agreement which affects the terms and conditions herein.

FOR THE ASSOCIATION

FOR THE DISTRICT

Cynthia M. Lewis, TEA President

Nancy Coogan, Superintendent

Date

Date

Swimming or Diving	Head	9.7%	10.9%	12.0%	13.2%	15.5%
	Assistant	6.0%	6.7%	7.4%	8.1%	9.5%
Bowling	Head	9.0%	9.7%	10.9%	11.9%	13.2%
	Assistant	5.8%	6.4%	7.0%	7.5%	8.6%
Badminton	Head	9.0%	9.7%	10.9%	11.9%	13.2%
	Assistant	5.8%	6.4%	7.0%	7.5%	8.6%

Middle School

Position		Step 1	Step 2	Step 3	Step 4	Step 5
All Sports	Head	8.3%	9.0%	9.8%	10.5%	11.9%
	Assistant	5.6%	6.0%	6.5%	6.9%	7.7%

Elementary School

Position		Step 1	Step 2	Step 3	Step 4	Advanced Step 5
Per session Minimum 45 minutes per session		0.075%	0.095%	0.105%	0.125%	0.175%

Non-Athletic Activities

Position		Step 1	Step 2	Step 3	Step 4	Advanced Step 5
Academic Coaches	High School (per season)	4.8%	5.2%	5.5%	5.9%	6.7%
	Middle School (per season)	4.0%	4.4%	4.8%	5.2%	5.9%
ASB Advisor	High School (per year)	14.3%	15.5%	16.6%	17.8%	20.1%
	Middle School (per year)	12.0%	13.2%	14.3%	15.5%	17.8%
Chess Club Advisor	High School (per year)	7.0%	8.2%	9.3%	10.3%	12.8%
Activity Advisor	Middle School (per year)	1.5%	1.9%	2.4%	2.9%	3.8%
Dance Squad/Drill Team	Per year	12.0%	13.2%	14.3%	15.5%	17.8%
Senior/Junior Class Advisor	Per year:	2.410%				
Sophomore Class Advisor	Per year:	1.807%				
Freshmen Class Advisor	Per year:	1.607%				
Ticket Taker/Seller	\$15.00					
Announcer	\$15.00					
Time Keeper	\$15.00					
Events Supervisor	\$15.00					
Internal or Assessment Facilitator (per year)	Step 1:	4.820%				
	Step 2:	6.250%				
Building Volunteer Coordinator Special Olympics Coach	Per year:	3.012%				
	Per year:	2.008%				

Other Activities: Activity to be approved by supervisor and Association President or designee and stipend amount determined prior to the issuance of letter of intent.

Extra-Curricular Salary Base \$34,457 x.94= \$32,390

The extra-curricular salary base is equal to .94 of \$34,457 for 2014-2015.

High School

Position		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Advanced Step 5</u>
Football	Head	16.6%	17.8%	18.9%	20.1%	22.4%
	Assistant	10.2%	10.9%	11.5%	12.2%	13.6%
Cheerleader (stipend if there is no Asst/Jr Varsity Coach)	Head	16.6%	17.8%	18.9%	20.1%	22.4%
Conditioning	Per sport season	2.1%	2.6%	3.1%	3.6%	4.5%
Specialist						
Basketball	Head	15.5%	16.6%	17.8%	18.9%	21.2%
	Assistant	9.5%	10.2%	10.9%	11.5%	12.9%
Wrestling	Head	14.3%	15.5%	16.6%	17.8%	20.1%
	Assistant	8.8%	9.5%	10.2%	10.9%	12.2%
Baseball	Head	12.0%	13.2%	14.3%	15.5%	17.8%
	Assistant	7.4%	8.1%	8.8%	9.5%	10.9%
Tennis	Head	9.7%	10.9%	12.0%	13.2%	15.5%
	Assistant	6.0%	6.7%	7.4%	8.1%	9.5%
Volleyball	Head	14.3%	15.5%	16.6%	17.8%	20.1%
	Assistant	8.8%	9.5%	10.2%	10.9%	12.2%
Track	Head	12.0%	13.2%	14.3%	15.5%	17.8%
	Assistant	7.4%	8.1%	8.8%	9.5%	10.9%
Soccer	Head	12.0%	13.2%	14.3%	15.5%	17.8%
	Assistant	7.4%	8.1%	8.8%	9.5%	10.9%
Softball	Head	12.0%	13.2%	14.3%	15.5%	17.8%
	Assistant	7.4%	8.1%	8.8%	9.5%	10.9%
Cheerleader (Stipend if Head Coach has an Asst Coach/Jr Varsity)	High School Varsity (per year)	12.0%	13.2%	14.3%	15.5%	17.8%
		7.4%	8.1%	8.8%	9.5%	10.9%
Golf	Head	9.7%	10.9%	12.0%	13.2%	15.5%
	Assistant	6.0%	6.7%	7.4%	8.1%	9.5%
Cross Country	Head	9.7%	10.9%	12.0%	13.2%	15.5%
	Assistant	6.0%	6.7%	7.4%	8.1%	9.5%
Swimming or Diving	Head	9.7%	10.9%	12.0%	13.2%	15.5%
	Assistant	6.0%	6.7%	7.4%	8.1%	9.5%
Bowling	Head	9.0%	9.7%	10.9%	11.9%	13.2%
	Assistant	5.8%	6.4%	7.0%	7.5%	8.6%
Badminton	Head	9.0%	9.7%	10.9%	11.9%	13.2%

Assistant	5.8%	6.4%	7.0%	7.5%	8.6%
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Middle School

Position		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Advanced <u>Step 5</u>
All Sports:	Head	8.3%	9.0%	9.8%	10.5%	11.9%
	Assistant	5.6%	6.0%	6.5%	6.9%	7.7%

Elementary Schools

Position		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Advanced <u>Step 5</u>
Per session		.075%	.095%	.105%	.125%	.175%
Minimum 45 minutes per session						

Non-Athletic Activities

Position		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Advanced <u>Step 5</u>
Academic Coaches:	High School (per season)	4.8 %	5.2%	5.5%	5.9%	6.7%
	Middle School (per season)	4.0%	4.4%	4.8%	5.2%	5.9%
ASB Advisor	High School (per year)	14.3%	5.5%	16.6%	17.8%	20.1%
	Middle School (per year)	12.0%	13.2%	14.3%	15.5%	17.8%
Chess Club Advisor	High School (per year)	7.0%	8.2%	9.3%	10.3%	12.8%
Activity Advisor	Middle School (per year)	1.5%	1.9%	2.4%	2.9%	3.8%
Dance Squad/ Drill Team	Per year	12.0%	13.2%	14.3%	15.5%	17.8%
Senior/Junior Class Advisor	Per year:	2.410%				
Sophomore Class Advisor	Per year:	1.807%				
Freshmen Class Advisor	Per year:	1.607%				
Ticket Taker/Seller	\$16.00					
Announcer	\$16.00					
Time Keeper	\$16.00					
Events Supervisor	\$16.00					
Internal or Assessment	Step 1:	4.820%				
Facilitator (per year)	Step 2:	6.250%				
Building Volunteer Coordinator	Per year:	3.012%				
Special Olympics Coach	Per year:	2.008%				

Other Activities: Activity to be approved by supervisor and Association President or designee and stipend amount determined prior to the issuance of letter of intent.

Appendix B- Evaluation Form for Athletic Coaches

Name of Employee: _____ School Year/Season: _____

Sport: _____ Job Location: _____

Please select type of coach: Head Coach Assistant Coach

The evaluation should be based on the following rating system:

S=Satisfactory	N/A=Not Applicable
U=Unsatisfactory	N/O=Not Observed
N/I=Needs Improvement	

I. Professional Relations

A. Cooperating, communicating, and is responsible to the Athletic Director for the assigned activity, which includes:

1. Relations with school staff.
2. Rapport with coaching staff.
3. Relations with players- exercise fairness.
4. Developing and maintaining positive relationship with parents.
5. Ensuring public relations with community and proper media communication when appropriate.
6. Communicating effectively with supervisor.

Evaluator Comments (if applicable): _____

II. Professional Conduct

A. Setting proper example for athletes, this includes:

1. Exhibiting professional attitude towards officials.
2. Modeling good conduct during games, practices, and in general school setting.
3. Displaying good sportsmanship.

Evaluator Comments (if applicable): _____

III. Coaching Performance

A. Organization of practices and games, which includes:

1. Developing practice plans that effectively improves program.
2. Teaching fundamental skills.
3. Establishing thorough preparation for competition when appropriate.
4. Providing appropriate supervision for practices, games, transportation, etc.

Evaluator Comments (if applicable): _____

- B. Professional Growth, which includes:
 1. Attending mandatory WIAA rules clinic for his/her sport.
 2. Maintaining WIAA Coaching standards (submit verification to Athletic Director).
 3. Maintaining necessary safety certification.
 4. Staying current with best practices for his/her sport (i.e., clinics, workshops, etc.)
 5. Attending District coaches meetings.

Evaluator Comments (if applicable): _____

IV. Evaluation Areas for Head Coaches only

- A. Leadership
 1. Mentoring assistant coaches.
 2. Delegating responsibility to staff when appropriate.

Evaluator Comments (if applicable): _____

- B. Program Management -Assuming full responsibility for program management, which includes:
 1. Overseeing and maintaining budget.
 2. Managing equipment, supplies, and uniforms as appropriate.
 3. Supporting funding activities to ensure adequate funds for Associated Student Body (ASB) as applicable.
 4. Overseeing the safety of the participants in the assigned activity.
 5. Developing and distributing to athletes an information packet containing practice and game schedules, training rules, conduct expectations, lettering policy (for high school athletes only), and program philosophy.
 6. Ensuring first aid equipment and emergency cards are present at all times.

Evaluator Comments (if applicable): _____

- C. Eligibility- Ensuring that all athletes are eligible, which includes:
 1. Maintaining accurate list of daily attendance and participation.
 2. Enforcing eligibility lists.

Evaluator Comments (if applicable): _____

Evaluator's Overall comments: _____ Employee Comments: _____

It is recommended that _____ (name of Employee) be:

Rehired* for the subsequent season.

Non-renewed.

*A recommendation to rehire a coach shall not be binding on the District except in the event the coach or advisor begins the subsequent season without having been notified of his/her non-renewal.

Evaluator's Signature: _____ Date: _____

Employee's Signature: _____, Date: _____

Evaluator signature indicates that he/she has reviewed this document with the employee.

Employee signature does not necessarily imply that he/she agrees with the evaluation, only that he/she has seen and discussed it with the evaluator. Employees who disagree with the content of their evaluation may attach comments that will be entered into the employee's personnel file along with the evaluation.

Route: Original signed evaluation to Human Resources

Revised 5/30/14

APPENDIX C Evaluation Form for Activities Advisors

Name of Employee: _____	School Year/Season: _____
Sport/Activity and Position: _____	
Job Location: _____	

S = Satisfactory
I = Improvement Needed

S **I**

1. Advises individual participants in the skills necessary for successful achievement in the appropriate sport or activity.

Comments:

S **I**

2. Plans and schedules a regular program of participation during the season.

Comments:

S **I**

3. Manages equipment, supplies, and uniforms, as appropriate.

Comments:

S **I**

4. Oversees the safety conditions of the facility and participants in the assigned sport or activity.

Comments:

S **I**

5. Enforces discipline and sportsmanlike behavior at all times.

Comments:

S **I**

6. Works to develop total participant, educationally and outside interests.

Comments:

S **I**

7. Communicates effectively with supervisor(s).

Comments:

S I

Comments:

8. Develops and maintains appropriate/professional relationships with participants.

S I

Comments:

9. Establishes and maintains successful relationships with staff, parents, and the community.

S I

Comments:

10. Demonstrates knowledge of school district, state, league, and WIAA policies, where applicable.

S I

Comments:

11. Participates in the activities that lead to continuous professional improvement.

Supervisor's Comments:

Employee Comments:

It is recommended that _____ (name of coach or advisor) be:

Rehired* for the subsequent season/activity.

Non-renewed.

*A recommendation to rehire an advisor shall not be binding on the District except in the event the advisor begins the subsequent season/activity without having been notified of his/her non-renewal.

Evaluator's Signature: _____, Date: _____

Employee's Signature: _____, Date: _____

Evaluator signature indicates that he/she has reviewed this document with the employee.

Employee signature does not necessarily imply that he/she agrees with the evaluation, only that he/she has seen and discussed it with the evaluator. Employees who disagree with the content of their evaluation may attach comments that will be entered into the employee's personnel file along with the evaluation.

Route: Original signed evaluation to Human Resources
Revised 5/ /2014

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Board of Directors

Mary Fertakis
Dave Larson
Steve Mullet
Mark Wahlstrom
Alicia Waterton

Superintendent
Nancy Coogan

The Tukwila School District #406 complies with all federal rules and regulations and does not discriminate on the basis of race, creed, religion, color, marital status, sex, sexual orientation, disability, age, national origin, sensory mental or physical handicap (SMPH), or the use of a trained dog guide or service animal by a person with a disability, or veteran or military status in employment, educational or extra-curricular programs or otherwise. Inquiries regarding compliance or complaint procedures may be directed to the school district's Title IX Compliance Officer:

Althea Clark, Director of Personnel & Finance
Tukwila School District No. 406
4640 S 144th St
Tukwila, WA 98168
206.901.8004
clarkd@tukwila.wednet.edu

or Section 504/ADA/RCW 28A.640 Compliance Officer:

Joan Lawson, Director of Special Services
Tukwila School District No. 406
4640 S 14th St
Tukwila, WA 98168
206.901.8035
lawsonj@tukwila.wednet.edu

Letter of Agreement – Athletics and Activities Base Salary

The parties agree to the following parameters regarding 2017-2018 and 2018-2019 salaries:

Base salaries for both 2017-18 and 2018-2019 shall mean \$36,521 multiplied by .94 which is equal to \$34,329.74.

The salary schedule percentages found in Appendix A will remain the same for all positions and their respective steps.

The term of this agreement will be from August 31, 2017 through August 31, 2019.

TUKWILA EDUCATION ASSOCIATION

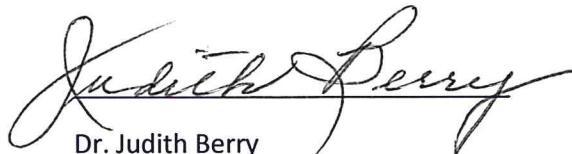
TUKWILA SCHOOL DISTRICT



Brian Seigel

President Tukwila Education Association

Date: 10-6-17



Dr. Judith Berry

Superintendent Tukwila School District #406

Date: 10/6/2017