



**TEA-C COLLECTIVE BARGAINING AGREEMENT**

**TAHOMA EDUCATION ASSOCIATION – COACHES**

**2016-2021**

TABLE OF CONTENTS
-------------------

<b>Preamble</b>	1
<b>Witnesseth</b>	1
<b>Article I – Recognition</b>	2
<b>Article II – Status and Administration of Agreement</b>	
1. Status of Agreement	2
2. Entire Agreement	2
3. Conformity to Law	3
4. Printing/Distribution	3
<b>Article III – TEA-C/District Rights &amp; Responsibilities</b>	
1. Posting and Bulletin Board Rights	3
2. School Mail Rights	3
3. Building Use	3
4. Employee/District Responsibilities	3
5. Employee/District Protection	4
6. Rights of the Board	4
7. Representation Fee Deductions	4
8. Release Time	5
9. Coach Absences	5
<b>Article IV – Individual Rights</b>	
1. Individual Rights	5
2. Complaints and Investigations	6
3. Personnel Files	7
<b>Article V – Salaries, Stipends, and Benefits</b>	
1. Salary Schedules	8
2. Step Placement	9
3. Post-Season Pay	9
4. Payment Options and Deductions	10
5. Non-Certificated Hourly Conversion	10
6. Travel	10

<b>Article VI – Other Terms and Conditions of Employment</b>	
1. Issuance of Individual Employment Contracts _____	11
2. Posting Process _____	11
3. Staff Development _____	12
4. Additional Clubs/Activities _____	12
5. Process to Seek Additional Support _____	13
6. Assistant Coach Expectations _____	13
7. Non-League Contests _____	13
8. Feedback for Coaches _____	13
<b>Article VII – Evaluation _____</b>	<b>14</b>
<b>Article VIII – Grievance _____</b>	<b>15</b>
<b>Article IX – Duration _____</b>	<b>16</b>
<b>COACH’S EVALUATION FORM _____</b>	<b>17</b>
<b>SCHEDULE A – Athletic Coaching Salary Schedule, 2016-2017 _____</b>	<b>18</b>
<b>SCHEDULE B, 2016-2017 _____</b>	<b>19</b>

**PREAMBLE**

This Agreement is entered into between the Tahoma School District Board of Directors, hereinafter referred to as the "District" or "Board," and the Tahoma Education Association-Coaches, hereinafter referred to as the "TEA-C." The signatories shall be the sole parties to this Agreement.

**WITNESSETH**

The Board and the TEA-C recognize their mutual aim is to continue to maintain effective employer/employee relationships and to bargain pursuant to RCW 41.56. To that effect the parties have set forth the following agreements and understandings.

**For the Tahoma Education Association:**

**For Tahoma School District No. 409:**

\_\_\_\_\_  
Jamie Mercer  
Chief Negotiator

\_\_\_\_\_  
Mark Koch  
Director of Human Resources

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **ARTICLE I Recognition**

The Board of Directors of the Tahoma School District (hereinafter referred to as the "District") recognizes the Tahoma Education Association, a sub unit of the Washington Education Association, as the exclusive and official organization to represent all extracurricular employees in positions which do not require an educational certificate for the purpose of negotiating in good faith in respect to wages, hours, terms and conditions of employment. For the purposes of this Agreement the sub unit of the TEA-C consisting of covered extracurricular employees will be referred to as "TEA-C".

The District and building Athletic Directors may also coach or advise a sport or activity covered by this Agreement.

## **ARTICLE II Status and Administration of Agreement**

### **Section 1 - Status of the Agreement**

This Agreement shall become effective when ratified and signed by the Board and the TEA-C. No change in this Agreement either in whole or in part shall be valid unless ratified and signed by the parties.

Individual contracts between the District and individual employees shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

This Agreement shall supersede language in District rules, regulations, or policies which is inconsistent with its terms.

TEA-C representatives may meet with the Superintendent or his/her designee at mutually-agreeable times during the school year to review problems and practices concerned with the administration of this Agreement.

With the approval of the Superintendent, the District shall supply the TEA-C with the information which the TEA-C deems necessary for negotiations.

### **Section 2 - Entire Agreement**

The Agreement expressed herein in writing constitutes commitments between both parties and may be altered, changed, added to, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment.

### **Section 3 - Conformity to Law**

If any provision of this Agreement or any application of this Agreement to any employee covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

### **Section 4 - Printing/Distribution**

This Agreement shall be posted on the district's electronic document portal (SharePoint or similar location). The District Athletic Director will also e-mail a copy of this agreement to the coaches.

<h2><b>ARTICLE III</b></h2> <h3><b>TEA-C/District Rights and Responsibilities</b></h3>
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### **Section 1 - Posting and Bulletin Board Rights**

The TEA-C or its official representatives shall have the right of access and use of bulletin boards in the various rooms or places designated for faculty use in the District. All posted materials shall be dated and signed by the responsible TEA-C member.

### **Section 2 - School Mail Rights**

The TEA-C or its official representative shall have reasonable access to and use of the school mail system in the District with the approval of the Superintendent. All materials shall be dated and signed by the responsible TEA-C member.

### **Section 3 - Building Use**

The TEA-C may use District school buildings for meetings and to transact official business on school grounds at all reasonable times outside the regular school day with the approval of the Superintendent.

### **Section 4 - Employee/District Responsibilities**

The Tahoma School District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups. The TEA-C and the District will cooperate to assure compliance with nondiscrimination laws.

The employee shall care for materials and equipment and shall promptly report damage, loss, theft of equipment, furniture, or fixtures to their supervisor. At least one month before the season, the head coach shall provide a written report identifying facility issues and concerns, including quality and safety concerns. The District shall respond to such requests at least two weeks prior to the start of the season with a plan or explanation to address the concern.

### **Section 5 - Employee/District Protection**

The District agrees to provide reasonable and proper liability insurance coverage, bodily injury, property damage, and professional liability.

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.

### **Section 6 - Rights of the Board**

The Board and the TEA-C recognize that the Board has certain powers and duties that under the Constitution and Laws of the state of Washington may not be delegated, limited, or abrogated by an agreement with any party.

It is the intention of the parties that all rights, powers, prerogatives, duties, and authority of the Board are retained by the Board except for those which are specifically abridged or modified by this Agreement. Such abridgment or modification will be to the extent specifically set forth in this Agreement and such abridgments or modifications are to be strictly construed.

### **Section 7 - Representation Fee Deductions**

#### **A. Membership or Fee Status**

1. The bargaining unit may establish local TEA-C dues and will communicate the amount to the District Business Office.
2. The District shall maintain a process for dues deduction from the employee's salary and transmit that amount to the TEA-C.
3. All members of this bargaining unit shall, as a condition of their employment, be a member of the TEA-C.

#### **B. Employees who are subject to this Agreement and hired subsequent to the effective date of this Agreement shall become members in good standing within thirty (30) days.**

- C. The TEA-C and District recognize that an employee should have the option of declining to participate as a member of the TEA-C yet contribute financially to the activities of the TEA-C in representing them as a member of the bargaining unit. Such members shall pay the TEA-C a representation fee as a contribution towards the administration of this Agreement in an amount equal to the regular dues.
- D. Any employee claiming a bona fide religious objection shall notify the TEA-C and the District of the objection in writing. Pending determination of this bona fide religious objection, the District agrees to deduct from the salary of the employee claiming the objection an amount equivalent to the representation fee; provided, however, that the monies shall not be transmitted until such time as the District is notified that a final determination pursuant to the law has been made. Upon final determination, the TEA-C will notify the District as to where to release the money that has been withheld.
- E. The TEA-C shall hold the District harmless from any liability caused by the administration of this section.

### **Section 8 - Release Time**

The TEA-C shall have the right to designate up to four (4) representatives who shall be released from assigned duties for the purpose of negotiations when mutually agreed to. The TEA-C shall have the right to designate one (1) representative who shall be released from assigned duties to represent employee(s) in grievance and discipline matters at mutually-scheduled meetings.

### **Section 9 – Coach Absences**

Coaches shall make every effort to provide at least 24 hours-notice when they will be unable to attend contests or practices due to illness or emergencies. In such instances, assistant coaches shall inform their head coach, and head coaches who anticipate being absent shall inform the Athletic Director. In situations where the head coach will not be able to be present for a contest the Athletic Director shall designate an assistant coach or other qualified coach to serve as head coach for that contest. If the Athletic Director is not available, the building principal shall designate the acting head coach for the contest.

<h2><b>ARTICLE IV</b></h2> <h3><b>Individual Rights</b></h3>
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### **Section 1 - Individual Rights**

- A. The TEA-C shall have the right of fair representation and shall be notified of any disciplinary action contemplated toward any employee covered by this Agreement. For the purpose of meetings regarding discharge or non-renewal, the employee



shall have the right to TEA-C representation. The employee shall have the right of representation at any disciplinary meeting.

- B. No employee shall be reprimanded, disciplined, reduced in position or compensation, or deprived of any professional advantage without just cause. All charges shall be made available to the employee at the time the action is contemplated and taken. Nonrenewal of a supplemental contract is not subject to just cause, but an employee shall be notified of such nonrenewal as described in Article VI, Section 1, paragraphs B, C and F.
- C. Upon request, the District shall assist employees subjected to insult, abuse, intimidation, or threat during the performance of assigned duties.
- D. Criticism of any employee by a supervisor or administrator shall be made in private. This shall not preclude a supervisor or administrator from acting to protect the health and safety of the students.
- E. When absence or disabilities arise out of assault sustained in the course of employment, the employee shall suffer no loss in wages or benefits, less any amount of Workers Compensation awarded.
- F. Any approved absence of a short duration and not requiring the hiring of a replacement coach/advisor will not result in a loss of compensation. When a replacement coach/advisor is hired, the absent coach/advisor's stipend will be adjusted accordingly. If the opening occurs during the season, posting of the position is not required and the Athletic Director may appoint a suitable replacement.
- G. Coaches/advisors have the right to discipline and/or exclude students within the parameters of school and district policies, WIAA rules, and state law.

## **Section 2 – Complaints and Investigations**

The District and Association expect that concerns and issues brought to the attention of a supervisor which could have an impact on the performance evaluation of the coach or advisor will be brought promptly to the attention of the coach or advisor. The person who brought the concern or issue forward will be directed to address their concern directly with the coach or advisor first. If the person does, the District and Association expect the coach or advisor to address the concern with the person bringing it. The coach or advisor is expected to be receptive to this feedback and deal with the person in a professional manner without retaliation. The supervisor may facilitate a discussion between the person bringing forward a concern and the coach or advisor when appropriate. The District will communicate to parents the topics that are considered appropriate and inappropriate for such conversations or complaints. The parties agree that this paragraph

is not appropriate for situations of alleged misconduct where a person could be subject to such misconduct without intervening action on the part of the supervisor.

Any written complaint made against an employee by any parent, student, or other person will be promptly called to the attention of the coach/advisor. When complaints are made against an employee by any parent, student, or other person which result in an investigation, the principal will give written notice of the allegations to the employee within twelve (12) working days of commencement of the investigation. Any investigation will include an opportunity for the employee to respond to all allegations lodged against him/her.

When investigating such charges, the investigation materials and results will be maintained in the District files, except in those instances when the employee is disciplined as a result of the investigation, then the letter of discipline will be placed in the personnel file. The employee will also be given written notice of the results of the investigation within twelve (12) working days of completion of the investigation.

### **Section 3 - Personnel Files**

Materials in the employee's personnel files maintained in the Human Resources Office or immediate supervisor's office which may serve as a basis for affecting employment status will be available for inspection by the affected employee. Anyone, at the employee's request, may be present at 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.

Derogatory information will be entered into an employee's file under the following conditions only:

- A. The employee will be notified, in writing, within ten (10) working days that such information has been placed in the 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.

After three (3) years, an employee may request that the District remove derogatory materials from that person's file provided that there has been no similar reoccurrence during those three (3) years. The District reserves the discretion to continue such placement in the personnel file, if deemed relevant. Materials removed will be destroyed as allowed by record retention statutes.

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

<b>ARTICLE V</b> <b>Salaries, Stipends, and Benefits</b>
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**Section 1 - Salary Schedules**

- A. Salary schedules for the positions appearing on Schedule A shall be determined by averaging the lowest and highest steps of the salary schedules for each head coach position of each school district in the North Puget Sound League (or league at the time) regardless of classification, The salary schedules to be used for calculation purposes will be those in effect on September 1 each year. (Senior High Head Coach)

Other positions on Schedule A shall be paid at the following stipend rates:

- Senior High Assistant Coach: 78% of High School Head Coach
- Senior High Assistant Dance: 78% of High School Head Coach
- 7-8 Head Coach Track, Wrestling: 72% of High School Head Coach
- 7-8 Coach Basketball, Football, Track, Volleyball, Wrestling: 62% of High School Head Coach
- 7-8 Coach Baseball, Fastpitch: 48% of High School Head Coach
- 7-8 Dance Head Coach: 60% of High School Head Coach
- 7-8 Dance Assistant Coach: 68% of 7-8 Head Coach

- B. The steps for years of experience shall be:

0-1 Years Experience = the low average in Subsection A above

2-3 Years Experience = the midpoint between the high and low average

4+ Years Experience = the high average in Subsection A above

- C. Coaches/advisors in schedule A positions may earn an additional step on the salary schedule valued at 10% above the top step by meeting the following requirements: (1) completion of five (5) years in-district coaching experience in the activity or sport in question; (2) completion of a class in student drug/alcohol abuse and a class in student nutrition/eating disorders; and (3) completion of a sport-specific clinic during the previous school year (not including a WIAA rules clinic). This third requirement must be met each year in order to remain eligible for this additional step.

- D. Stipends and hourly rates for positions on Schedule B (“off-schedule activities”) shall be computed based on the formulas appearing on Schedule B. For the purposes of this schedule, “base salary” shall mean the first step of the State Allocation Model (SAM) for certificated employee salaries.

- E. Modified “In-District” League – The district will participate in a modified “In-District” league for seventh and eighth grade athletes to participate in fastpitch and baseball. This season will be six weeks in length, four days per week.

## **Section 2 - Step Placement**

Step placement on the salary schedule shall be in accordance with the following rules:

- A. Credit shall be given to 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 without regard to gender.
- B. Full credit shall be given for substantially equal volunteer experience within the District at any similar or higher position on a year-for-year basis without regard to gender.
- C. Credit shall be given at the discretion of the Athletic Director, with the approval of the director of Human Resources, 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.

## **Section 3 - Post-Season Pay**

Post-season coaching pay: The following allocation for post-season additional hours is as follows:

- A. Post season will become effective after the completion of league competition. League competition includes end-of-season league tournaments and other events where all teams or varsity athletes participate without qualification standards.
- B. In sports where five or fewer athletes qualify to compete in post-season competition the District shall support and compensate only the Head Coach and specialty coach if applicable for post-season competition. In sports with more than five athletes qualifying for post-season competition the number of assigned coaches who will be supported and compensated for post-season competition shall be no greater than a 1:5 coach to athlete ratio.
- C. Post-season salary will be computed on a daily basis based on the per diem pay for the regular season.

#### **Section 4 - Payment Options and Deductions**

- A. Each employee shall have two (2) payment options: 1) beginning of the sport/activity through the end of the sport/activity, or 2) from the beginning of the sport/activity through the end of the school year (August). Once a decision on a payment option is made, it is irrevocable for the duration of that sport/activity.
- B. Payroll deductions shall be taken automatically from salary warrants payable to employees for the following purposes:
  - 1. Withholding tax payments for the federal government.
  - 2. Social security payments for the federal government.
  - 3. Retirement payments for the state (if applicable).
  - 4. TEA-C dues or fees.
  - 5. Medical insurance to state for L&I.
- C. Employees will be paid on the last business day of the month. No later than August 31, 2016, all pay warrants will be direct deposited in a financial institution of the employee's choice. The District shall work with employees who have difficulty obtaining a checking account to find an institution for the deposit.

#### **Section 5 – Non-Certificated Hourly Conversion**

The nature of a coaching/advisor position's hours necessarily fluctuates. Employees will be paid the entire stipend due under this contract in work weeks where the employee's 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 6 - Travel**

Out-of-District Travel: For Board-approved, out-of-District projects or visitations, the employee shall be reimbursed for those expenses incurred through travel, meals, and lodging per District policy.

<b>ARTICLE VI</b> <b>Other Terms and Conditions of Employment</b>
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**Section 1 - Issuance of Individual Employment Contracts**

- A. Each coach or advisor will receive a letter of intent from the District if they are to be employed for a sport or activity. The letter will include the assigned position, the dates of employment, and the employee's step/salary schedule placement.
- B. The District shall endeavor to issue supplemental contracts for the subsequent school year as soon as reasonably possible. Coaches shall be notified whether they are to be retained for the following school year within thirty (30) days of the end of the season (defined as the last competition of the year). This requirement shall not preclude the District from subsequently deciding to discharge an employee for a just cause which is still under investigation or does not come to the attention of the District until after the thirty (30) day deadline.
- C. The post-season 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 without having been notified of his/her non-renewal.
- D. No employee shall be allowed to participate in, or be compensated for, their coaching activity if not properly certified in all WIAA required trainings for coaches in their sport. Coaches shall not be considered having met this requirement until the proper current documentation has been submitted to the Athletic Director.
- E. Employees will not split a stipend for a position except in a job share situation where two employees assume only a proportional share of a particular position.
- F. If the District decides to non-renew a supplemental contract for the subsequent school year, the District shall provide the employee and the Association with a written notice that describes the reasons for the decision, an opportunity to review any evidence in support of the reasons, and an opportunity to respond through Levels 1 and 2 of the grievance procedure.

**Section 2 - Posting Process**

- A. Positions may be posted by the district once there is an open position. Positions must be posted for a minimum of five school-business days.
- B. Where the qualifications of an internal building applicant are substantially equal to the qualifications of an external building applicant, preference will be given to the internal applicant. Where the qualifications of an internal district applicant are

substantially equal to the qualifications of an applicant from outside the district, preference will be given to the internal applicant.

- C. If a qualified in-District employee applies for a coaching/advising position, the Athletic Director may recommend that the applicant be offered the position without interviewing external applicants. If there is more than one qualified in-District applicant, all in-District applicants will receive an interview for the position.
- D. 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. In this circumstance no posting is required.
- E. Within ten (10) working days of a request, the Association shall be provided with a list of all vacant positions under this Agreement. If the District is uncertain as to whether a position is vacant (i.e. whether an employee is returning or whether a position will be funded for the following school year), the District shall explain the reason for the uncertainty.
- F. The qualifications of an applicant shall include the abilities, skills and experience necessary for implementation of the District philosophy for the particular program.
- G. Students may be included on interview committees with other adults and may give input in the hiring decisions for coaches and advisors, but final decisions and hiring recommendations will only be made by District administrators. The District will have no more than two (2) students on any interview team.

### **Section 3 - Staff Development**

Each employee shall be reimbursed up to an amount equivalent to the registration fee for the annual Northwest All-Sports Clinic in Seattle for costs related to registration, tuition or fees for clinics and professional development related to the employee's sport or activity. The District shall also pay the current rate bargained with the Tahoma Education Association for a certificated employee to teach at least once per year the student drug/alcohol abuse class and the student nutrition/eating disorders class approved by the District and identified in Article V., Section 1.E. of the contract. TEA-C shall be responsible for making the arrangements to have these classes offered.

### **Section 4 - Additional Clubs/Activities**

Should the District decide to organize additional co-curricular clubs or activities which require the hiring of an employee for a position which is more than casual or sporadic in nature and which does not appear on Appendix A, the District shall notify the TEA-C and bargain an appropriate stipend for the position. No employee will be asked, directly or indirectly, to assume a responsibility for a club or activity the pay for which has not been bargained with the TEA-C.

District employees may request approval to form new co-curricular clubs or activities through their principal/supervisor.

### **Section 5 - Process to Seek Additional Support**

- A. In emergency and unforeseen circumstances, head coaches may direct a request for funds beyond the amount allocated by the Associated Student Body for a particular athletic program to the District Athletic Director. The Athletic Director shall either grant or deny the request, in whole or in part, after consultation with a committee that includes at least two (2) other coaches.
- B. High school head coaches may direct requests for additional assistant coaches to the District Athletic Director. If the Athletic Director agrees that one or more additional assistant coaches is warranted by the number of students involved in the program, the number of teams involved in interschool competition, or for any other reason, he/she shall consult with the appropriate District administrative officials to determine whether the District will allocate funds to hire an additional assistant coach.

### **Section 6 – Assistant Coach Expectations**

Prior to performing work for each new athletic season, high school head coaches shall discuss the time and responsibility expectations for the high school assistant and lower level coaches with the employees currently in those positions. After discussion, these expectations shall be summarized in writing and provided to the Athletic Director. Any assistant or lower level coach who believes the time and/or responsibilities expected by the head coach are unreasonable or being changed in the middle of the season may bring this concern to the Athletic Director and two (2) TEA-C designated coaches for a decision. If the Athletic Director is the head coach whose expectations are at issue, the concern may be directed to the person responsible for supervising/evaluating the Athletic Director and two (2) TEA-C designated coaches for a decision.

### **Section 7– Non-League Contests**

The District shall be responsible for arranging non-league schedules within the budgetary resources of the District. For coaches who request or agree to be involved in the scheduling of such contests, the Athletic Director will provide guidelines for the leagues, counties or other parameters acceptable for non-league contests.

### **Section 8 – Feedback for Coaches**

Coaches will give athletes an opportunity to provide written feedback to the coach near the mid-point of the season. Coaches will share that feedback with the Athletic Director at the year-end meeting. The District's Parent Feedback form will be made available on the District website.



## **ARTICLE VII Evaluation**

The purpose of evaluation shall be to improve the performance of personnel.

- A. All high school (9-12) head and assistant coaches will be evaluated by the District Athletic Director. The District Athletic Director will seek authentic participation by the head coach in the evaluation of assistant coaches.
- B. All junior high school (7-8) coaches will be evaluated by the District Athletic Director. The Athletic Director will seek authentic participation by the head coaches in the evaluation of junior high school coaches.
- C. Evaluation of staff performing other activities which do not fall under the purview of the Athletic Director will be conducted by the building principal or his/her designee or the program supervisor.
- D. Where a conflict of interest exists, the principal will be the evaluator.
- E. The coach/advisor evaluation form will be found in Appendix B. Evaluation forms must be given to and signed by the employee. Copies of coaching/activity evaluations shall be part of the employee's personnel file. All coaches shall be formally evaluated every year.
- F. All head coaches will be provided District athletic program philosophy and expectations by the Athletic Director at the beginning of each season. Head coaches are responsible for reviewing this information with all assistant coaches and volunteer coaches in the program.
- G. In the event the Athletic Director determines that a coach or advisor has a performance deficiency identified as a problem area(s) on an evaluation, the Association, the Athletic Director and the employee shall develop a mutually agreeable written plan designed to improve the employee's effectiveness in the problem area(s). When developing a plan of improvement, consideration should be given to using the services of available personnel to work with the employee in improving his/her performance. If the Association, the Athletic Director and the employee are unable to agree on a mutually acceptable plan, the Athletic Director shall prepare and deliver the plan to the employee. The plan of improvement will be attached to the evaluation. The plan of improvement may be implemented by the Athletic Director during the sports season, provided that in such instances where the coach is placed on such a plan during the season the coach is to be given a reasonable opportunity to demonstrate improvement. Reasonable opportunity shall generally be considered to be at least half of the sports season. If a coach is placed on a plan of improvement and does not demonstrate adequate improvement the district may determine not to issue the coach a contract for the following school year. The intent of this paragraph is to provide a process for the

Association, the Athletic Director and the employee to work together to improve coaching skills, abilities and knowledge. A plan of improvement is neither appropriate nor necessary to address misconduct.

## **ARTICLE VIII**

### **Grievance**

**Level 1** - The parties of interest acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. Within twenty (20) working days of time following knowledge of an act or condition which is the basis of a complaint, a party of interest may bring a grievance, in writing, to the immediate involved supervisor who will arrange for a meeting to take place within three (3) working days. The grievant and/or TEA-C representative and the supervisor shall be present at the meeting. The supervisor shall provide the aggrieved party and the TEA-C with a written answer within two (2) working days after the meeting. Such answer shall include the reasons upon which the decision was based.

**Level 2** - If the grievant is not satisfied with the disposition of his/her grievance at Level 1, or if no decision is forthcoming within the specified period at Level 1, then the grievance may be referred to the Superintendent or his/her official designee. The Superintendent/designee shall arrange for a hearing with the grievant and/or the TEA-C within five (5) working days of the appeal. The parties of interest shall have the right to include such witnesses as they deem necessary to develop facts pertinent to the grievance. Upon the conclusion of the hearing, the Superintendent/designee shall have three (3) working days to provide a written decision, together with the reasons for that decision.

**Level 3** - If the TEA-C is not satisfied with the disposition of the grievance by the Superintendent/designee, the TEA-C can submit the issue to arbitration before an impartial arbitrator (except that the parties may agree to submit the issue to mediation with a jointly-selected arbitrator/mediator). The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator. Both parties agree to share equally the costs for the services of the arbitrator.

**Expedited Arbitration** - The TEA-C may, at its option, file a grievance directly to the Superintendent due to the immediate nature of the dispute. Upon receiving an expedited arbitration request, the Superintendent or his/her designee shall schedule a hearing within two (2) working days. The Superintendent/designee shall have three (3) working days to provide a written decision explaining the rationale. If the dispute is not settled to the satisfaction of the parties, it shall immediately be referred to Level 3.

**No Reprisals** - No reprisals will be taken by the Board or the Administration because of an employee's participation in this grievance procedure. No member of the TEA-C will

testify in a grievance or arbitration hearing, nor may a member represent management in a hearing.

**Arbitrator's Authority** - The arbitrator shall have no authority to rule on non-renewals or the substance of evaluations. Such decisions may be challenged and discussed through Levels 1 and Level 2 of the grievance process. The arbitrator shall rule on the interpretation of the terms of the contract and may not alter or revise the terms of the contract.

<b>ARTICLE IX</b> <b>Duration</b>
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This Agreement shall be effective as of September 1, 2016 shall be binding upon the District and the TEA-C, and shall remain in full force and effect through August 31, 2021 and it is expressly understood that it shall expire on that date.

Furthermore, this Agreement shall reopen upon request to consider the impact of newly-legislated and/or state-funded programs or by mutual agreement. Provisions of this agreement impacted by changes in grade-level reconfigurations within the District may be reopened upon the request of either party.

## Tahoma School District Coach's Evaluation

Coach: \_\_\_\_\_ Location: \_\_\_\_\_

Assignment: \_\_\_\_\_ Year: \_\_\_\_\_

Meets Expectation	Needs Improvement	Does not Apply	
			<b>Coaching Skills:</b>
			1. Teaches fundamentals
			2. Has a specific plan for conditioning
			3. Teaches specific safety procedures for activity
			4. Prepares team for contest
			5. Maintains appropriate individual and team discipline
			6. Develops team unity
			7. Uses variety of coaching strategies
			8. Provides constructive leadership for students/staff
			<b>Organizational Skills:</b>
			1. Care of equipment and facilities
			2. Team supervision – home and away
			3. Appropriate time committed to program during season
			4. Organizes effective practice sessions
			5. Maintains practice plans through evaluation period
			6. Ability to develop and manage budget
			7. Handles student eligibility, transportation, inventories, awards
			8. Follows District, League, and WIAA policies
			<b>Personal and Professional Relations:</b>
			1. Cooperates with administration/head coach
			2. Supports all athletic programs in a positive manner
			3. Promotes programs
			4. Holds meeting with parents and athletes prior to first contest
			5. Maintains good relations with players
			6. Maintains professional relationships with officials
			7. Makes an attempt to try to improve self and program

**SUMMARY:**

I do/do not (please circle) recommend this coach continues in this position for the next school year.

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

\_\_\_\_\_

\_\_\_\_\_

Evaluating Administrator/Date

Coach/Date