

AGREEMENT

between the



Board of Directors

Tacoma School District No. 10

and the

TEA

Tacoma Education Association

UniServ Council

Tacoma Coaches

and

Extracurricular Leaders Association

September 1, 2015 -

August 31, 2020

AGREEMENT

Tacoma, Washington

TACOMA SCHOOL DISTRICT NO. 10

BOARD OF DIRECTORS

Scott Heinz, President
Karen Vialle, Vice President
Catherine Ushka
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SUPERINTENDENT

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1 the supplemental budget or there is a significant loss of revenue to the District resulting from a
2 levy failure, legislative action or passage of an initiative or referendum, the parties shall reopen
3 applicable sections of the Agreement within thirty (30) calendar days.

4
5 Otherwise, this Agreement may be reopened for amendment only by the mutual consent of the
6 Board and the Association.

7
8 **Section 4. Status of the Contract**

9
10 This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the
11 District that are contrary to or inconsistent with its terms.

12
13 **Section 5. Conformity to Law**

14
15 If any provision of this Agreement or any application of this Agreement to any employee or
16 group of employees should be found contrary to law or a State Auditor Opinion, then such
17 provision or application shall not be deemed valid and subsisting except to the extent permitted
18 by law, but all other provisions or applications shall continue in full force and effect. The
19 Tacoma School District and the Tacoma Coaches and Extracurricular Leaders Association agree
20 to comply with all state and federal guidelines and/or regulations. Tacoma School District No.
21 10 does not discriminate in any programs or activities on the basis of sex, race, creed, religion,
22 color, national origin, age, veteran or military status, sexual orientation, gender expression or
23 identity, disability, or the use of a trained dog guide or service animal.

24
25 **Section 6. Rights of the Board**

26
27 The Board retains and reserves all powers, rights, authority, duties and responsibilities conferred
28 upon and vested in it by the laws and the Constitution of the State of Washington and/or the
29 United States for the management and operation of the District, subject to the provisions of this
30 Agreement.

31
32 **Section 7. Distribution of the Contract**

33
34 This Agreement shall be posted on the District website, with a digital copy provided to each
35 building at the expense of the District. A printed copy of the contract will be provided upon
36 request after ratification by the Board and the Association.

37
38 **Section 8. Bargaining a New Contract**

- 39
40 A. A meeting of representatives of the Association and representatives of the Board will be
41 held at least ninety (90) calendar days prior to the expiration date of the agreement to
42 begin negotiations.
43
44 B. Bargaining will be conducted at times and places mutually agreeable to the negotiators
45 named by each party.

- 1
2 C. During negotiations the District and the Association teams will present data, exchange
3 points of view, and make proposals and counter proposals. The negotiators for each party
4 shall have the authority to make tentative agreements. However, final agreement shall be
5 contingent upon favorable ratification by the Board and the Association.
6

7
8 **ARTICLE II**
9 **BARGAINING UNIT PRIVILEGES**

10
11 **Section 9. Association Leaves**

- 12
13 A. The Association shall have the right to designate up to four (4) employees, who shall be
14 released from other District assigned duties, if any, for the purposes of bargaining with
15 the District at mutually agreed upon times.
16
17 B. With prior District approval, when the Association designates employees to be released
18 from other District assigned duties for the purposes of conducting Association business
19 provided that the Association shall reimburse the District for the related costs of
20 substitutes if used.
21
22 C. The Association hereby declares and promises that it shall indemnify and hold harmless
23 the District, its officers, agents or employees against any claim made or any suit instituted
24 against the District or said persons, individually or severally, resulting from the
25 implementation of the provisions of this section, provided that the Association shall have
26 the right, but not the duty, to designate the attorney who may assist in the defense of any
27 suit brought against the District as a result of this section. If any attorney is so
28 designated, the Association shall be required to pay all his/her fees and costs.
29

30 **Section 10. Dues Deductions**

31
32 Upon written authorization, whether for unified membership dues in the Association or
33 equivalent fee, the Board agrees that said sums will be deducted from payrolls and forwarded
34 promptly to the Association. All enrollments and cancellations shall be handled by the
35 appropriate officers of the Association. Cancellation of dues must be received in the business
36 office directly from the officers of the Association. The District shall provide for automatic
37 reinstatement of deduction for Association dues for employees returning from leave unless
38 canceled, through written notice by the Association.
39

40 The Association must notify the Superintendent in writing no later than September 1 annually of
41 the total amount of dues and assessments to be deducted.
42

1 **Section 11. Building Use**

- 2
- 3 A. The President and UniServ Director of TCELA may visit schools/sites at all reasonable
- 4 times, or the President and the UniServ Director of TCELA may appoint one designated
- 5 representative to visit in their place; provided, however, that this shall not interfere with,
- 6 nor interrupt, normal school operations; and provided further that upon arrival at a school
- 7 the principal is notified.
- 8
- 9 B. The Association may use District school buildings for meetings and to transact official
- 10 business on school property at all reasonable times as long as the meeting shall not
- 11 interfere with or interrupt normal school operations or result in costs to the District.
- 12

13 **Section 12. Communications**

14
15 The Association shall have the sole and exclusive right to communicate with employees
16 represented by the Association through use of employee mailboxes in the building and use of
17 faculty bulletin Boards, except as provided by law. In implementing this section the only
18 requirement of the District is to notify each competing organization that the Association has the
19 aforementioned sole and exclusive right.

20
21 **Section 13. Delivery Service**

22
23 The District will provide intradistrict delivery service to the Association Office consistent with
24 intradistrict delivery service supplied schools and without censorship of content.

25
26 **Section 14. Labor Management**

27
28 At least quarterly, or at the written request of the District or the Association, Labor Management
29 meetings shall be held to discuss issues of mutual interest to the parties. These meetings are held
30 to resolve concerns regarding the interpretation and implementation of the collective bargaining
31 agreement and to provide an opportunity for the Association to provide feedback to the
32 Superintendent on District operations and direction.

33
34 In no event can agreements reached in Labor Management meeting abridge, add to or subtract
35 from the collective bargaining agreement provided, however, that such agreements may be made
36 subject to ratification by the Association and the Tacoma Public Schools Board of Directors.

37
38 The Association may include up to five (5) employee representatives, inclusive of the President
39 /designee and UniServ Director. The District may include up to five (5) representatives inclusive
40 of the Superintendent/designee. Other resource personnel shall be available upon request by
41 either party.

**ARTICLE III
SALARIES AND BENEFITS**

Section 15. Salary Guides

A. The base salary for calculating stipends as provided for in Section 16 is \$34,048. 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 the event the legislature authorizes and funds additional state monies or decreases funds which impacts District employees, the District and Association will reopen this section for negotiations.

Year 1 (2015-16)

- 2.4% increase will be applied to the salary schedule as negotiated for base pay per the TEA contract.

Year 2 (2016-17)

- 2.4% increase will be applied to the salary schedule as negotiated for base pay per the TEA contract.

Year 3 (2017-18)

- 0.5% increase will be applied to the salary schedule as negotiated for base pay per the TEA contract.

Year 4 (2018-19)

- 2.5% increase will be applied to the salary schedule as negotiated for base pay per the TEA contract.

Year 5 (2019-20)

- TEA or statewide schedule will be applied to the base salary.

B. Stipends:

Bargaining unit members shall receive a longevity stipend equal to one percent (1%) after two (2) years' paid service, an additional two percent (2%) after five (5) years' paid service, and an additional three percent (3%) after eight (8) years' paid service 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. If there is an extenuating circumstance to the break in service, bargaining unit members may submit a request, in writing, for consideration to be reviewed by the District

C. 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.

1
2 D. CPR/First Aid/AED: The District shall offer or sponsor CPR, First Aid, and AED
3 (automatic electronic defibrillator) training annually at no cost to the employee.
4

5 E. For service credit and increment purposes, coaching one or more complete season(s)
6 during a school year entitles the employee to one (1) year of service credit.
7

8 F. Split assignments and stipends: While it is not a preferred staffing strategy to split
9 coaching and activity assignments among two individuals, at times it is advantageous to
10 do so to assure the offering of a sport/activity. In circumstances involving a vacant
11 coaching assignment, the building principal and building Athletic Director will make
12 such a recommendation to the District Athletic Director, who will make a final decision
13 on whether or not to split the assignment and therefore the corresponding stipend.
14 Further, the District Athletic Director shall determine the percentage of time to be worked
15 for each party to the split assignment. The individuals involved will be compensated
16 proportionally as they have been assigned by the District Athletic Director and meet all
17 other contractual requirements.
18
19

20 **Section 16. Extra Pay For Extra Work**

21
22 Compensation shall be exclusively through the District and may not be supplemented by outside
23 groups.
24

25 Effective with the 2016-17 school year, buildings will receive athletic training services from a
26 District-negotiated outside provider or from a previously Certified Athletic Trainer (ATC) at
27 42% of base pay (year-long position).
28

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

Extra Pay for Extra Work - High School Positions	
Position	% of Base Salary
Athletic Director (full year)	33.43 %
Head Coaches	
Football	19.39 %
Boys Basketball	18.52 %
Girls Basketball	18.52 %
Boys Wrestling	16.57 %
Girls Wrestling	16.57 %
Baseball	14.62 %
Fast pitch	14.62 %
Boys Track	14.62 %
Girls Track	14.62 %
Volleyball	14.62 %
Boys Soccer	13.60 %
Girls Soccer	13.60 %
Boys Swimming	13.60 %
Girls Swimming	13.60 %
Boys Cross Country	13.60 %
Girls Cross Country	13.60 %
Boys Tennis	13.60 %
Girls Tennis	13.60 %
Golf (co-ed)	13.60 %
Girls Bowling	13.60 %
Girls Water Polo	13.60 %
Assistant Coaches	
All-City Boys Diving (swim)	70 % of head coach
All-City Girls Diving (swim)	70 % of head coach
All-City Pole Vault (track)	70 % of head coach
Other Assistant Coaches	70 % of head coach
Other positions	
<u>Football Player Safety Coach</u>	<u>11.60 %</u>
Fall Trainer <u>(2015-16)</u>	13.55 %
Winter Trainer <u>(2015-16)</u>	12.67 %
Spring Trainer <u>(2015-16)</u>	12.67 %
Fall Trainer (assistant) <u>(2015-16)</u>	70 % of Fall Trainer

1 The high school Athletic Directors will be provided one (1) period, not to exceed sixty (60)
 2 minutes per day, to complete their Athletic director responsibilities during the workday. If an
 3 Athletic Director position is filled by classified staff member and not allowed time during the
 4 school day, the Athletic Director will be compensated at his/her hourly rate of pay not to exceed
 5 60 minutes per day.

6

Senior High Schools	Percent of Base Salary
B. Leadership Activity	
Cheerleader Advisor	12.67
Debate	7.8
Drama.....	9.75
Drama Assistant.....	70% of head drama
High School Activities Coordinator.....	19.78

7
8
9

Extra Pay For Extra Work

C. Middle Schools	Percent of Base Salary
ASB Advisors	10.23
Athletic Directors.....	23.27

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The middle school Athletic Directors will be provided two (2) full-day release days to be used to manage the expansion of the middle school athletic program. These days shall be selected and pre-approved two weeks prior to the requested date(s).

Each middle school shall be provided up to forty (40) hours for gym supervision per year.

D. District-wide Leadership	Percent of Base Salary
Young Ambassadors Coach	14.62
Young Ambassadors Assistant Coach	70% of head coach
Special Olympics Coach	10.23
Special Olympics Assistant Coach	70% of head coach

17

1 **Section 17. Travel Allowance**

2
3 Employees approved by the Superintendent or designee to use their private automobile(s) to
4 travel on school business shall be compensated at the IRS established rate.
5

6 **Section 18. Compensation for Required Hearings**

7
8 When an employee attends a hearing or court proceeding by District request or by subpoena for
9 reason(s) directly related to his or her work on behalf of a District pupil, said employee will be
10 compensated at the hourly rate for the required hours when such hearings occur on noncontract
11 days or time. The employee must notify the Human Resources Office prior to the hearing or
12 court proceeding to be eligible for payment.
13

14 **Section 19. Payments and Deductions of Salaries**

15
16 A. Method of Payment of Salaries
17

- 18 1. Athletic Directors and Activity Coordinators shall be paid over ten (10) months in
19 ten (10) equal installments. Except for those employees contracted for a number
20 of days which is less than the number normally required for the position, all
21 members shall be paid in six (6) installments over three (3) months.
22
23 2. In the event an employee serves less than the full contract year, the amount due
24 shall be computed by crediting the employee with a prorata share of the annual
25 salary for each day contracted (including days absent on authorized leave with
26 pay) and by subtracting therefrom any amounts previously paid.
27
28 3. If an employee should die, the estate of that person will not be held liable for any
29 overpayment on contract.
30

31 B. Deduction of Salary for Absences
32

33 Deduction of salary for employee absences not covered by leave with pay is computed at
34 per diem based on the annual stipend for each day's absence. This is determined by
35 dividing the contracted salary by the number of days agreed to in the employee's
36 personnel contract. Absences which impact the fulfillment of the assigned
37 responsibilities will result in a reduction in the annual stipend at the applicable hourly
38 rate.
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ARTICLE IV
CONDITIONS OF WORK

Section 20. 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 communicate with the Athletic Directors and the Principal to establish the hours and assignments for the activities. Other coaches and extracurricular leaders shall communicate 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 until the end of the WIAA State Tournament or fifteen (15) calendar days, whichever is greater, 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 extracurricular leader does not finish the season, the maximum allowable compensation will be prorated based on time expended in the position.

Section 21. Staffing

The minimum number of coaches, per sport, will be as listed below. The Association will be notified if the District wishes to reduce the minimum number of coaches, per sport and given the opportunity to meet and confer, prior to implementation. Request for additional coaching staff will be reviewed and approved by the District Athletic Director. Factors such as student safety, team size, student eligibility and participation, best practice and sustainability of the coaching support levels will be considered by the District Athletic Director. The Association will be notified of any denials and given the opportunity to meet and confer. The parties agree to meet and confer if there are proposed additions or deletions of teams.

1

Staffing by Participation			
Sport	Base # of Coaches	Add'l Coaches	4-yr trend #
Football	4	61 students / 76+	76
Boys Basketball	3		36
Girls Basketball	3		27
Boys Wrestling	2	36+	26
Girls Wrestling	1	15+ / 36+	8
Baseball	2	42+	25
Fast pitch	2	42+	19
Boys Track	2	30+	33
Girls Track	2	30+	23
Volleyball	3		36
Boys Soccer	2	42+	35
Girls Soccer	2	42+	29
Boys Swimming	2		25
Girls Swimming	2		25
Boys Cross Country	1	<u>16+*</u>	16
Girls Cross Country	1	<u>16+*</u>	12
Boys Tennis	1	15+	20
Girls Tennis	1	15+	29
Golf (co-ed)	1		15
Girls Bowling	2		20
Girls Water Polo	2	42+	16
All-City Dive (boys)	1		
All-City Dive (girls)	1		
All-City Pole Vault	1		
If a team does not reach six (6) student-athletes, it may become a merged co-ed team.			
<u>*Beginning in 2016-2017, the qualifying number for an additional coach will change to fifteen (15) students.</u>			

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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.

Extended Season		
Sport	# of coaches	# of individual athletes
Football	5	
Boys & Girls Basketball, Baseball, Fastpitch, Boys & Girls Soccer, Volleyball, Girls Water Polo	2	
Golf, Tennis, Bowling	1	
Boys & Girls Swimming, Boys & Girls Track	1	1 - 6 students
	2	7 - 12 students
	3	13+ students
Boys & Girls Wrestling	1	1 -2 students
	2	3 - 6 students
	3	7+ students

Section 22 - Extended Season

Effective September 1, 2017, one event coach will be added to the extended season for swimming and track. Exceptions for the extended season staffing for any sport may be requested to the District Athletic Office in instances regarding student safety.

Section 23. Staff Protection

- A. Employees shall have the responsibility to enforce the prescribed District policies, regulations and building rules and WIAA standards for student conduct.
- 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 Level Director or designee 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 Level Director or designee 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 force as necessary to protect himself or herself, a fellow employee or administrator, a student or another person from attack, physical abuse or

1 injury.

2
3 E. Each employee shall be entitled to appropriate assistance and support from District
4 administrators in connection with discipline problems relating to student behavior in
5 extracurricular activities.

6
7 F. Each employee shall be advised of any complaint from an identifiable source made to the
8 principal or other School District administrator regarding the employee. The employee
9 shall be given the opportunity to present his/her version of the incident and to meet with
10 the complaining party.

11
12 **Section 24. Physical Facilities**

13
14 The parties agree that properly maintained equipment and facilities are essential to a safe and
15 successful program consistent with WIAA standards for games and events. To this end, the
16 parties agree to use the problem solving procedure below to resolve any and all problems relating
17 to maintaining physical facilities.

18
19 A. Throughout the sports season and during the school year, each head coach and the
20 building Athletic Director shall meet to review facility condition(s), maintenance, and
21 conduct a needs assessment.

22
23 B. Identified needs shall be forwarded to the principal and District Athletic Director, in
24 writing.

25
26 C. The District Athletic Director will review the requests and meet with the District
27 Maintenance Department to develop a maintenance schedule.

28
29 D. In the event of a disagreement regarding maintenance of facilities, the principal, Athletic
30 Director and affected coach may request a meeting with the District Athletic Director,
31 Assistant Superintendent for High School Education and the Director of Maintenance.

32
33 Emergency repairs that cannot wait until the end of the season or until summer shall be reported
34 to the District Athletic Director in writing by the affected head coach and Athletic Director.

35
36 **Section 25. Job Description**

37
38 Before changes are made to the existing job descriptions within the bargaining unit, the
39 recommendations of the Association will be considered.

1 C. Copies or records of grievances filed by an employee shall not be entered into the
2 personnel file.
3

4 **Section 28. Cause**
5

6 An employee will not be disciplined for an arbitrary or capricious reason. Discipline will be for
7 cause. The extent of any disciplinary action will be in keeping with the seriousness of the
8 infraction. A process of progressive discipline will be used. Progressive discipline includes oral
9 warning, written reprimand or suspension as appropriate to the infraction. The employee will
10 receive a copy of any written reprimand.
11

12 An employee shall be entitled to have a representative of the Association present during any
13 hearing conducted by the administration or the Board.
14

15 This section shall apply only to discipline up to and including suspension for regular employees
16 for infractions in matters not related to job proficiency or competency.
17

18 Any complaint not called to the attention of the employee may not be used as the basis for
19 disciplinary action. The employee must be apprised of any written complaint and may request a
20 copy of such a complaint unless otherwise provided by law.
21

22 **Section 29. Equitable Treatment**
23

24 The District will not discriminate in applying the provisions of this Agreement.
25

26 The Board agrees that it will not discriminate against employees because of their membership or
27 non-membership in employee organizations.
28

29 **Section 30. Sexual Harassment and Discrimination**
30

31 Any employee who has a complaint regarding sexual harassment or discrimination may file said
32 complaint with the Assistant Superintendent of Human Resources or appropriate office. The
33 appropriate form may be obtained on the District website or by request. A copy of the form is
34 reproduced in Appendix I of this Agreement.
35
36
37

38 **ARTICLE VI**
39 **END OF SEASON REVIEW**
40

41 **Section 31. Definition of Procedure**
42

43 Upon the close of each athletic season, the building Principal or designee will schedule and
44 conduct a post-season review with each head coach for the purposes of communication,
45 improvement and developing a shared vision. Additional meetings with other coaches may be

1 scheduled upon request by either party.

2
3 Activities that have a defined season shall have reviews completed within twenty (20) calendar
4 days of the end of the season, except for spring activities which shall be reviewed no later than
5 the last student day of the year. Year-long activities will be reviewed on or before the last student
6 day of the year.

7
8 Documented meetings may be counted toward continuing education clock hours.

9
10
11 **ARTICLE VII**
12 **ASSIGNMENT AND TRANSFER**

13
14 **Section 32. Assignment and Transfer**

15
16 All positions will be posted, through the District employment process a minimum of five (5)
17 days. Positions will not be filled until after the application deadline. All candidates must meet
18 the minimum qualifications of the posting.

19
20 In the event of an unanticipated vacancy occurring after the respective sport has been staffed, the
21 Association and the District will confer and determine an interim resolution. An unanticipated
22 vacancy is defined as a vacancy occurring one (1) week prior to the start of the season, or
23 anytime during the season. The position in question will be posted prior to the next season.

24
25
26
27 **ARTICLE VIII**
28 **GRIEVANCE PROCEDURE**

29
30 **Section 33. Definition**

31
32 A grievance is a claim based upon an alleged violation of this Agreement, written District
33 policies, regulations and rules adopted by the Board or unfair and inequitable treatment of an
34 employee by an administrator.

35
36 **Section 34. Procedure**

37
38 Grievances shall be processed as rapidly as possible; the number of days indicated at each step
39 shall be considered as maximum, and every effort shall be made to expedite the process. Time
40 limits under unusual circumstances may be extended by mutual consent.

41
42 **Level I**

43
44 A. An employee with a grievance shall discuss the grievance first with his/her immediate
45 administrator. Every effort shall be made to resolve the grievance at this level in an
46 informal manner.

- 1 B. In the event that the grievance is not resolved informally, it shall be reduced to writing
2 and presented to the immediate administrator as the second step of Level I. Within five
3 (5) business days after the written grievance is presented, the administrator shall render a
4 decision thereon, in writing, and present it to the grievant.
5

6 **Level II**
7

- 8 A. If the aggrieved employee is not satisfied with the disposition of the grievance at Level I,
9 or if no decision has been rendered within five (5) business days after the presentation of
10 the grievance, he/she may file the grievance, in writing on the grievance form, with the
11 Superintendent and a copy sent to the immediate administrator and to the Association.
12 The Superintendent, or designated representative(s), shall represent the administration at
13 this level of the grievance procedure. Within five (5) business days after receiving the
14 written grievance, the Superintendent, or designated representative(s), shall schedule a
15 meeting with the aggrieved in an effort to resolve the grievance.
16

17 If a Level II grievance is not filed in writing with the Superintendent within five (5)
18 business days after a Level I decision has been received in writing, then the grievance
19 shall be waived. The decision from Level II shall be in writing and delivered to the
20 aggrieved employee.
21

- 22 B. If the aggrieved employee is not satisfied with the disposition of the grievance at Level II,
23 or if no decision has been rendered within five (5) business days after the meeting with
24 the Superintendent, or designated representative(s), the employee may file a Level III
25 grievance.
26

27 **Level III**
28

- 29 A. If the aggrieved is not satisfied with the disposition of the grievance at Level II, the
30 Grievant may, within five (5) business days after the decision is rendered, request in
31 writing to the Association with a copy to the Superintendent, that the grievance be
32 submitted to arbitration.
33
- 34 B. At the employee's option, a grievance may be submitted in writing to the Board prior to a
35 request for arbitration if the aggrieved employee is not satisfied with the disposition of
36 the grievance at Level II, or if no decision has been rendered within five (5) business days
37 after the meeting with the Superintendent, or designated representative(s). The President
38 of the Board shall review the grievance appeal and shall determine whether or not a
39 Board level grievance appeal shall be held. If the Board level grievance appeal is not
40 held, the President of the Board shall reply to the Grievant in writing within five (5) days.
41
- 42 C. The Association may, within ten (10) business days after the receipt of the request, submit
43 the grievance to arbitration by so notifying the Superintendent; provided, however, that
44 only those grievances based upon an alleged violation of this Agreement shall be subject
45 to arbitration. If a particular grievance is based upon an alleged violation of this

1 Agreement and unfair and inequitable treatment, then only that portion based upon the
2 alleged violation of this Agreement shall be subject to arbitration.

- 3
4 D. The Association may request a list of arbitrators from the Federal Mediation and
5 Conciliation Service (FMCS). The District and the Association will select an arbitrator
6 by alternately striking names from the list until an arbitrator is determined.

7
8 As an alternative, the Association may submit the grievance to arbitration through the
9 American Arbitration Association (AAA). If the AAA is used the parties will be bound
10 by the voluntary rules and procedures of the AAA for the selection of the arbitrator.

- 11
12 E. The arbitrator shall confer promptly with the representatives of the Board and of the
13 Association, review the record of prior meetings and hold such further hearings as
14 deemed necessary.

- 15
16 F. The arbitrator will have authority to hold hearings and make procedural rules. Findings
17 will be issued within a reasonable time after the date of the close of the hearings or, if oral
18 hearings have been waived, from the date the final statement and evidence are submitted
19 to the arbitrator.

- 20
21 G. The arbitrator's findings shall be submitted in writing as soon as possible to the Board and
22 to the Association and shall set forth findings of fact, reasoning and conclusions on the
23 issues submitted. The arbitrator's decision shall be consistent with existing statutes and
24 shall be binding on both parties.

- 25
26 H. Any costs for the services of the arbitrator shall be shared equally by the District and the
27 Association. Each side will bear its own costs of representation, including attorney fees.

- 28
29 I. Fees which are charged by an arbitrator for canceling or postponing an arbitration hearing
30 shall be paid by the party who initiates the cancellation or the postponement, unless the
31 District and the Association mutually agree to other arrangements in reaching a settlement
32 to the grievance.

33
34 **Section 35. Supplemental Conditions For The Grievance Process**

- 35
36 A. At each step of the procedure for adjusting grievances, the employee may be accompanied
37 by a designated representative of the Association. Any person(s) who might contribute to
38 resolution of the grievance may be requested by the employee and/or the official
39 representative.

- 40
41 B. When a grievance hearing is held at Level II and the grievance involves an immediate
42 supervisor, the supervisor shall be present if requested by the Grievant.

- 43
44 C. Exclusive representation for a grievant shall be through the Association except for an
45 employee who may elect self-representation.

- 46
47 D. There shall be no reprisal by the Association, the District or its employees by reason of

1 the involvement of any person in the grievance procedure.
2

- 3 E. Nothing herein contained shall be construed as limiting the right of any employee having
4 a grievance to discuss the matter informally with an appropriate member of the
5 administration.
6
- 7 F. A grievance may be lodged by the Association.
8
- 9 G. Certain grievances which are not under the jurisdiction of the immediate administrative
10 supervisor and are based upon administrative action taken by an administrator other than
11 the immediate administrative supervisor shall be initiated at Level II of the grievance
12 procedure. A copy of the grievance shall be provided the immediate supervisor.
13
- 14 H. If a formal grievance is not filed within fifty (50) business days of the act or the creation
15 of the condition on which the grievance is based, then the grievance shall be waived.
16
- 17 I. For employee grievances, the arbitrator shall have no power or authority to rule on any of
18 the following:
19
- 20 1. The termination of services or failure to re-employ any employee to a position on
21 supplemental salary schedules.
22
 - 23 2. Any matter involving employee probation procedures, discharge, nonrenewal,
24 adverse effect or reduction in force.
25
- 26 J. The Board agrees to furnish the Association, upon request of a designated representative,
27 such information which may be necessary to process any grievance or complaint.
28
29
30

31 **ARTICLE IX**
32 **IMPORTANCE OF EXTRACURRICULAR ACTIVITIES AND ATHLETICS**
33

34 **Section 36. Importance of Extracurricular Activities and Athletics**
35

36 The District and the Association affirm their commitment to giving the students of the Tacoma
37 Public Schools the best possible athletic and extracurricular programs. It is our joint belief that
38 the best way to retain many students, to encourage academic excellence is to have athletic and
39 extracurricular programs that demand the students reach certain academic goals and maintain
40 regular attendance in order to participate.
41

1 **AGREEMENT**

2
3 This Agreement is made and entered into between Tacoma School District No. 10 and the
4 Tacoma Coaches and Extracurricular Leaders Association.
5

6
7 **TACOMA SCHOOL DISTRICT NO. 10**
8

9
10
11 *Karen J. Valle*
12 President, Board of Directors

Date: 12/30/2015

13
14
15 **TACOMA COACHES AND EXTRACURRICULAR**
16 **LEADERS ASSOCIATION**
17

18
19
20 *Samuel F. Rig*
21 President

Date: 11-10-15

Memorandum of Understanding between Tacoma School District No.10 and Tacoma Education Association

Regarding coaches salary schedule

This agreement between Tacoma Public Schools and the Tacoma Education Association, Tacoma Coaches and Extra Curricular Leaders Association, representing all athletic coaches and extra curricular leaders, and is in reference to the salary schedule.

The parties agree:

1. Article III Section 15 A should read:

The salary for calculating stipends, as provided for in Section 16, shall be based on the Extra Pay Rate (EPR). The EPR is equivalent to the combined salary (base + PRS@BA+0, Year0) \$42,271 as defined in the TEA collective bargaining agreement.

For each year of the contract, the combined salary as defined in the TEA collective bargaining agreement will be adjusted by the state pass-through for cost-of-living increases for educational employees. In the event the legislature authorizes and funds additional state monies or decreases funds which impacts District employees, the District and Association will reopen this section for negotiations. These negotiated rates are defined as follows:

2015-2016 School Year

- State pass-through percentage amount for cost of living increases for educational employees.
- 2.4% applied to the salary schedule

2016-17 School Year

- State pass-through percentage amount for cost of living increases for educational employees.
- 2.4% applied to the salary schedule

2017-18 School Year

- State pass-through percentage amount for cost of living increases for educational employees.
- 0.5% applied to the salary schedule

2018-19 School Year

- State pass-through percentage amount for cost of living increases for educational employees.
- 2.5% applied to the salary schedule

2. All percentages in Article III section 16 shall be amended to reflect the higher base rate so as not to increase the actual stipends other than by the negotiated increases. The rates will be adjusted as follows:

Extra Pay for Extra Work - High School Positions	
Position	% of EPR Rate
Athletic Director (full year)	28.38 %
Head Coaches	
Football	16.46 %
Boys Basketball	15.72 %
Girls Basketball	15.72 %
Boys Wrestling	14.07%
Girls Wrestling	14.07%
Baseball	12.41 %
Fast pitch	12.41 %
Boys Track	12.41 %
Girls Track	12.41 %
Volleyball	12.41 %
Boys Soccer	11.55 %
Girls Soccer	11.55 %
Boys Swimming	11.55 %
Girls Swimming	11.55 %
Boys Cross Country	11.55 %
Girls Cross Country	11.55 %
Boys Tennis	11.55 %
Girls Tennis	11.55 %
Golf (co-ed)	11.55 %
Girls Bowling	11.55 %
Girls Water Polo	11.55 %
Assistant Coaches	
All-City Boys Diving (swim)	70 % of head coach
All-City Girls Diving (swim)	70 % of head coach
All-City Pole Vault (track)	70 % of head coach
Other Assistant Coaches	70 % of head coach
Other positions	
<u>Football Player Safety Coach</u>	<u>9.85 %</u>
Fall Trainer (2015-16)	11.50 %
Winter Trainer (2015-16)	10.76 %
Spring Trainer (2015-16)	10.76 %
Fall Trainer (assistant) (2015-16)	70 % of Fall Trainer

Senior High Schools	% of EPR Rate
B. Leadership Activity	
Cheerleader Advisor	10.76
Debate.....	6.62
Drama	8.28
Drama Assistant.....	70% of head drama
High School Activities Coordinator	16.79

C. Middle Schools	% of EPR Rate
ASB Advisors	8.68
Athletic Directors	19.76

D. District-wide Leadership	% of EPR Rate
Young Ambassadors Coach	12.41
Young Ambassadors Assistant Coach	70% of head coach
Special Olympics Coach	8.68
Special Olympics Assistant Coach	70% of head coach

Effective with the 2016-17 school year, buildings will receive athletic training services from a 25 District-negotiated outside provider or from a previously Certified Athletic Trainer (ATC) at 35.66% of base pay (year-long position)

This Memorandum of Understanding will be in effect until August 31, 2019.

For the District:



Gayle Elijah

Director Employee and Labor
Relations

For the Association:



Angel Morton

President Tacoma Education
Association

Date: 10/29/15

Date: 10/27/15

Tacoma Public Schools
Discrimination Complaint Form

Tacoma School District No. 10 shall provide equal employment opportunity and treatment for all applicants and staff in recruitment, hiring, retention, assignment, transfer, promotion and training. Such equal employment opportunity shall be provided without discrimination with respect to race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability. The district also prohibits the use of racial, ethnic, and/or sexual slurs, including sexual harassment.

I was discriminated based on the following protected class(es):

- Age
- Creed
- Color
- Disability or use of a Trained Dog Guide/Service Animal by a Person with a Disability
- Gender/Sex (including Sexual Harassment or Pregnancy Discrimination)
- Gender Expression or Identity
- Honorably-discharged Veteran or Military Status
- Marital Status
- National Origin
- Race
- Religion
- Sexual Orientation

Complainant Name: _____ Date: _____

Work Location: _____

Telephone (Home/Work/Cell): _____

Alleged harasser(s)/individual(s) alleged to be engaging in discrimination:

Complaint:

See also: Nondiscrimination Policy 5265, Nondiscrimination Regulation 5265R, Sexual Harassment Policy 5266

Return completed form to: Human Resources Office

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Tacoma Public Schools
Discrimination Complaint Form

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: _____

See also: Nondiscrimination Policy 5265, Nondiscrimination Regulation 5265R, Sexual Harassment Policy 5266

Return completed form to: Human Resources Office

Rev. 4/1/15