

# Sumner School District

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## **Extra-Curricular**

### **Collective Bargaining Agreement**

**September 1, 2016 through August 31, 2019**



## Extra-Curricular CBA Table of Contents

	<b>Preamble</b>	3
	<b>Witnesseth</b>	3
<b>Part I</b>	<b>Recognition and Rights</b>	<b>3</b>
Article 1	Exclusive Rights	3
Article 2	Definitions	3
Article 3	Association Membership	4
Article 4	Association Dues and Deductions	4
Article 5	Association Rights	4
Article 6	Management Rights	5
Article 7	Employee Rights	5
Article 8	Personnel Files	6
Article 9	Parent Complaints	7
Article 10	Individual Contracts	7
Article 11	Payroll	7
Article 12	Grievance Procedure	7
<b>Part II</b>	<b>Salary and Other Benefits</b>	10
Article 13	Salary and Stipends	10
Article 14	Unscheduled Leave	12
<b>Part III</b>	<b>Other Matters</b>	12
Article 15	Transportation of Students	12
Article 16	Student Discipline	12
Article 17	Staff Protection	12
Article 18	Visitors	12
Article 19	Evaluations	13
Article 20	High School Building Athletic Coordinators	13
Article 21	Vaccinations	13
Article 22	Organization Membership	14
Article 23	Training Funds	14
Article 24	Hiring	14
Article 25	Extra Coaches	15
Article 26	Flex Points	15
Article 27	Event Work	15
Article 28	Conformity to Law	15
Article 29	Agreement Administration	16
Article 30	Employee Facilities	16
Article 31	Double Levy Failure	16
Article 32	Duration	16
<b>Appendices</b>		
Appendix A	Extra-Curricular Coach Salary Schedule for 2016-2017 School Year	18
Appendix B	Advisor Salary Schedule for 2016-2017 School Year	19
Appendix C	Extra-Curricular Coach Performance Appraisal Form	20
Appendix D	Extra-Curricular Advisor Performance Appraisal Form	22
Appendix E	Board Policy, Regulations & Procedures for Athletic Coach Selection	24
Appendix F	Flex Point Application Form	25

### **Preamble**

This Agreement is entered into between the Sumner Education Association and the Sumner School District Number 320. The signatories shall be the sole parties to this Agreement.

### **Witnesseth**

Whereas, the Board has a statutory obligation, pursuant to the Collective Bargaining Act, Chapter 41.56 RCW, to bargain with the Association as the exclusive representative of the employees covered by this Agreement with respect to hours, wages, terms and conditions of employment, and whereas the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed as follows:

## **PART I – RECOGNITION AND RIGHTS**

### **Article 1 Exclusive Rights**

- 1.1 The District hereby recognizes the Association, an affiliate of the Washington Education Association, as the exclusive bargaining agent for all employees who conduct extracurricular activities for which no certification is required, excluding supervisors, confidential employees, casual employees and all other employees of the District.
- 1.2 The right to participate as an organization officially representing employees in grievance processing shall be an exclusive right of the Association.

### **Article 2 Definitions**

Unless the context in which they are used clearly requires otherwise, when used hereinafter, the following shall apply:

- 2.1 The term "Agreement" shall mean this entire Collective Bargaining Agreement.
- 2.2 The term "Association" shall mean the Sumner Education Association, an affiliate of the Washington Education Association.
- 2.3 The term "Board" shall mean the Board of Directors of the Sumner School District.
- 2.4 The term "District" shall mean the Sumner School District.
- 2.5 The term "employee" shall refer to any person employed to perform bargaining unit work as defined in Article 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.



- 2.6 The terms "the end of the season," "the conclusion of the season" and "the activity's ending" is defined as the date of the awards ceremony, or last organized event for a specific sport/activity.
- 2.7 A year-long position will have a contract date of September 1 through August 31. The end of the season for year-long positions is defined as the last teacher workday of the school year.

### **Article 3 Association Membership**

- 3.1 All employees represented by the Association will, as a condition of employment, maintain membership in the Association or shall pay a representation fee equal to the total dues and fees levied by the Association. New hires shall tender dues or fees under this section within thirty-one (31) days of the commencement of employment.
- 3.2 Any member claiming bona fide religious objection shall notify the Association and the District of such objection in writing within ten (10) days of commencement of employment. Any such employee shall pay an amount of money equivalent to regular dues and fees to a charitable organization mutually agreed upon by the employee affected and the Association.

### **Article 4 Association Dues and Deductions**

- 4.1 The Association and its affiliates (WEA and NEA) shall have the exclusive rights of automatic payroll deduction of membership dues and fees.
- 4.2 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 under this contract.
- 4.3 The Association shall provide the District with automatic payroll authorization forms for new employees which include the amount of dues to be deducted. The District will insure that each employee completes and returns to the Human Resources office a payroll authorization and enrollment form.
- 4.4 Upon receipt of an automatic payroll authorization, the employer shall deduct from the pay of said employee the necessary monthly amount of dues. Such authorized dues shall be deducted in one lump sum during the period when the employee is performing his/her coaching and/or extracurricular activity.
- 4.5 The Association agrees to indemnify and hold the District harmless against any action taken by the District on behalf of the Association.

### **Article 5 Association Rights**

- 5.1 The Association and its representatives may use District buildings for meetings and to transact Association business in accordance with District policy.

- 5.2 The Association may use District facilities and equipment at reasonable times when such equipment is not otherwise in use.
- 5.3 The Association shall have the right to post notices of activities and matters of Association concern on existing bulletin boards to be provided in each faculty lounge of each building in the District.
- 5.4 The Association may use the District mail services and employee mailboxes for communication purposes.
- 5.5 The District shall furnish to the Association all information as prescribed by law, with the superintendent being the final authority on all other requests for information.
- 5.6 The Association and its representatives shall have access to all District buildings during regular working hours, or as otherwise scheduled, and to all Association employees and administrators. Before conferring with the certificated employees, the Association representative shall notify the building principal of his/her presence.
- 5.7 The District shall provide to the Association a monthly updated list of newly employed bargaining unit members.

## **Article 6 Management Rights**

The management and operations of the District, including the scope and content of its athletic and extracurricular programs and the direction of staff members in effectuating its extracurricular and athletic programs, are vested exclusively in the District subject to the terms of this Agreement. All matters not specifically and expressly controlled by the language of this Agreement may be administered for the duration of this Agreement by the District in accordance with such policy or procedure as the District from time to time may determine. Nothing in this agreement shall be construed to be a delegation to others of the policy-making authority of the Board, which authority is specifically reserved by the Board.

## **Article 7 Employee Rights**

- 7.1 Employees shall be entitled to full rights of citizenship. There shall be no discipline or discrimination with respect to the employment of any person because of such person's race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by person with a disability, unless based upon a bona fide occupational qualification, provided that the prohibition against discrimination because of such disability shall not apply if the particular disability prevents the proper performance of the particular worker involved.
- 7.2 Employees shall be able to work in an environment free from sexual harassment.

- 7.3 Employees reserve the right to have a representative of the Association present when being reprimanded, warned or disciplined. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. All information forming the basis for any reprimand, warning or discipline shall be made available to the employee. All charges shall be in writing.
- 7.4 No employee shall be disciplined or reprimanded without just and sufficient cause.
- 7.5 The District believes in the principle of constructive discipline, which shall normally include verbal warning, reprimand, and suspension without pay, with discharge as a final and last resort. Any disciplinary action affecting an employee shall be appropriate to the behavior which precipitated the action.
- 7.6 Written appeals regarding pay reductions based on discipline must be presented to the Director of Athletics/Activities within five business days of the employee notification of suspension. The appeal shall be heard, with the suspended employee in attendance, by a committee consisting of a Building Athletic Coordinator (from a different building of the suspended coach,) Director of Athletics/Activities, and the Executive Director of Human Resources, within five days of the receipt of the written appeal. The committee's decision shall be final. The employee retains the right to representation in this meeting.

## **Article 8      Personnel Files**

- 8.1 Employees shall have the right, upon submission of a written request to the District, to inspect their complete personnel file, excluding confidential references. An Association representative, at the employee's request, may be present in the review of the personnel file, provided the District is notified in advance of who will be in attendance.
- 8.2 Processed grievances shall not be maintained in personnel files. Processed grievances shall be kept apart from the employee's personnel file.
- 8.3 Any derogatory material not shown to an employee within ten (10) days after receipt or composition, shall not be allowed in evidence in any grievance or in any disciplinary action against such employee nor shall it be allowed in the personnel file.
- 8.4 Evaluation, correspondence, or other material making derogatory reference, to an employee's or former employee's competence, character, or manner shall not be kept or placed in the personnel file without the employee's knowledge and exclusive right to attach his/her own written comments within thirty (30) days of receiving a copy.
- 8.5 Derogatory statements from non-professional sources shall not be included in any file unless rewritten by the appropriate administrator and filed as a report.
- 8.6 All information forming the basis of any reprimand, warning, discipline, or adverse effect, shall be limited to matters and events occurring during the last two school years.

## **Article 9      Parent Complaints**

Parent complaints that administration determines might be documented will be communicated with the employee within 10 days after receiving the information. Administration will work with the employee to address any continuing conflict. The District will develop and communicate guidelines for parental communications with coaches. The Association will have the opportunity to provide input prior to any changes being made in the guidelines.

## **Article 10     Individual Contracts**

- 10.1    Appointments to coaching and extra-curricular positions covered by this Agreement are on a yearly or seasonal basis. Employees assigned to coaching and/or extracurricular assignments shall have their appointments reviewed each year.
- 10.2    Contracts for coaching and extra-curricular assignments covered by this Agreement shall be issued in a timely manner. Coaching contracts for returning employees will be presented to the Board of Directors for approval not later than the last regular Board meeting in August. Other extracurricular contracts will be issued following receipt in the Human Resources Office by building-initiated Change of Status forms.
- 10.3    An employee may be discontinued in his/her position at the end of the season. Such employee shall receive written notice setting forth the reasons for such discontinuance within thirty (30) calendar days following the end of the season. An employee may appeal discontinuance in writing to the superintendent within fifteen (15) calendar days of such action. The superintendent's decision shall be final and not subject to the grievance procedure.

## **Article 11     Payroll**

- 11.1    Salary payments for extracurricular contracts shall be the employee's choice of 1) lump sum at the conclusion of the assignment, 2) from the beginning of the sport/activity to the end of the sport/activity, or 3) from the beginning of the sport/activity through the end of the school year.
- 11.2    In the event of an underpayment error, corrections shall be made as soon as feasible but not to exceed the next pay period. When an overpayment is made, at least two (2) pay periods must be paid at the employee's full correct rate before repayment deductions can be taken from his/her check unless his/her payment cannot be made prior to the end of the contract, in which case repayment will be completed prior to the end of the contract. Cumulative errors shall be corrected at the rate they accumulate but not to exceed the last pay period of the contract.

## **Article 12     Grievance Procedure**

The purpose of this policy is to provide a means for grievance resolution. Grievances are to be processed at the lowest possible level as specified in the grievance procedure. Staff members are to use this procedure whenever they feel that District action has given them just cause for grievance.

## 12.1 Definitions

12.1.1 A grievance is a claim based upon an alleged violation, misinterpretation or a misapplication of the collective bargaining agreement; or the application of the procedural steps of the employee evaluation section of the agreement.

12.1.2 For the purposes of this section, "supervisor" shall mean building principal/director or designee.

12.1.3 "Days" as used herein means student school days, except grievances occurring at the end of the student year must be filed by June 30.

## 12.2 Procedure

Grievances shall be processed as rapidly as possible; the number of days in each step shall be considered as maximum, and every effort shall be made to expedite the process. Time limits may be extended by mutual consent. The grievance shall be presented within twenty (20) days following the occurrence out of which the grievance arose or the first date on which the grievant should reasonably have had knowledge of such occurrence. Grievances not pursued as provided for in this Article, shall be deemed to have been waived.

### 12.2.1 Step 1 - Informal Discussion Building Level

The Association or an employee shall discuss and identify the grievance first with the administrator responsible for the action being grieved. Every effort shall be made to solve the grievance at this level. The administrator shall render a decision within ten (10) days of the informal discussion with the employee.

### 12.2.2 Step 2 - Written Grievance Building Level

If the grievance is not resolved informally, the Association may present the grievance to the administrator in writing within fifteen (15) days of the administrator's decision at the informal level. The administrator shall render a decision in writing within ten (10) days of receiving the written grievance and present the decision to the Association.

### 12.2.3 Step 3 - District Level

- a. If the grievance is not resolved at Step 2 of the grievance process, the Association may present the written grievance to the superintendent/designee within fifteen (15) days of receipt of the Step 2 grievance decision.
- b. Either the superintendent/designee or the Association may request a meeting to attempt to resolve the grievance

- c. Within ten (10) days after the written grievance has been presented to the superintendent/designee, the superintendent/designee shall forward a written decision to the Association.

#### 12.2.4 Step 4 - Arbitration

In the event that the Association is not satisfied with the disposition of the grievance at Step 3, the Association may within twenty (20) days of the Step 3 decision submit the grievance to arbitration. The grievance may be submitted to the American Arbitration Association or the Federal Mediation and Conciliation Service. The proceedings will be conducted according to the rules of the selected agency in effect at the time of the arbitration filing.

##### 12.2.4.1 Selection of Arbiter - By Agreement

In regard to each case that reaches arbitration, the parties will attempt to agree on the arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) work days after submission of the written request for arbitration, the following shall apply to the selection of an arbiter.

##### 12.2.4.2 Selection of Arbiter American Arbitration Association

The parties shall jointly request the American Arbitration Association to submit a panel of seven (7) arbiters. Such request shall state the general nature of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the panel of seven (7) arbiters is received, the parties in turn shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.

##### 12.2.4.3 Arbitration – Rules of Procedure

Arbitration proceedings shall, except as otherwise provided in this Article, be conducted in accordance with the American Arbitration Association's "Labor Arbitration Rules" in effect at the time the request for arbitration is filed.

#### 12.3 Binding Effect of Award

All decisions arrived at under the provisions of this Article by the representatives of the District and Association, or the arbiter, shall be final and binding upon both parties, provided, however, in arriving at such decisions neither of the parties, nor the arbiter, shall have the authority to alter this Agreement in whole or in part.

#### 12.4 Signing Grievance Does Not Concede Arbitral Issue



The signing of any grievance by an employee or representative of either the District or Association shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitral issue or is properly subject to the grievance machinery under the terms of this Article.

#### 12.5 Mediation

At any time following the conclusion of Step 2, above, the Association and District may mutually agree to resolve the grievance through grievance mediation. Neither a request for mediation nor an agreement to submit the grievance to mediation shall have any effect on any time limits set forth in this agreement unless the District and Association specifically so agree in writing. If the District and Association do agree to mediate the grievance, they shall also agree on appropriate procedures for the selection of a mediator and other procedures for conducting the mediation. Cost for the mediator shall be borne equally by the District and Association.

#### 12.6 Supplemental Conditions

12.6.1 At each step of the procedure for adjusting grievances, the employee may be accompanied by a member of his/her local professional organization.

12.6.2 There shall be no reprisal by the School District or its employees by reason of the involvement of any person in grievance procedure.

12.6.3 Excluded from the grievance procedure shall be matters for which law mandates another method of review.

12.6.4 All documents, communications and records dealing with the process of grievance shall be filed separately and not in the individual's personnel file; these shall be available to both parties.

#### 12.7 Exception from Procedure

Grievances involving an administrative supervisor above the level of unit administration may be initiated to Step 2.

## **PART II – SALARY AND OTHER BENEFITS**

### **Article 13 Salary and Stipends**

13.1 The salary schedule is found in Appendix A and B.

13.2 The computation of the extra-curricular salary stipends will be as follows:

- A. High school assistant coaches (JV and freshman teams) will receive stipends equal to seventy-five percent (75%) of the head coach for each high school sport.
- B. Middle school assistant coaches will receive stipends equal to seventy-five percent (75%) of the middle school head coach.

- C. The coaching salary schedule shall have three equal steps. The middle step will be 92% of the top step, and the first step will be 84% of the top step.
- D. The following method will be used to compute additional stipends for any time that advances to a selective (i.e., non-automatic) playoff system beyond league play. The per diem will be calculated by the District Athletic Director using the following formula:
  - Number of weeks per WIAA season x 5 days per week = total.
  - Coaching stipend divided by total days = per diem rate.
  - Per Diem will be paid for necessary practice and contest days in preparation for and including contests at the per diem rate of sixty percent (60%) for teams qualifying less than half the team.

<u>Sport</u>	<u>Team#</u>	<u>50% number</u>
Cross Country	5	<u>2</u>
Golf	6	<u>2</u>
Gymnastics	4	<u>1</u>
Swimming	9	4 (Dive only assistant coach < 2)
Tennis	9	<u>4</u>
Track	15	7 (Asst/event coach < 2)
Wrestling	14	<u>6</u>

**Note:** For Track and Diving, if an event coach or dive coach has two athletes in the event, then they receive 100% extended season pay. If they have only one, they receive 60%.

- E. Any coach suspended from coaching as a consequence of an ejection, shall have their per diem for the suspended days deducted from their stipend. (See article 8.6 for appeal process).

13.3 Initial step placement on the salary schedule shall be in accordance with the following guidelines:

13.3.1 Experience credit shall be given any employee for any volunteer, public or private school experience in a similar or higher position, in that activity or sport.

13.3.2 Experience credit shall be given at the discretion of the District Athletic Director, with the approval of the superintendent or his/her designee, for any verifiable experience which relates to a particular activity or sport as the District Athletic Director may feel appropriate.

13.3.3 Experience credit given for work outside of the District shall be verified prior to the payment above Step 1 of the salary schedule.

13.4 Coaches at the interscholastic level that have achieved WIAA Preferred status and have completed five (5) years of service in the sport for the Sumner School District will be paid a \$255 stipend. Initial application and documentation is the responsibility of the employee with a due date to be determined.



#### **Article 14      **Unscheduled Leave****

Should an employee find it necessary to be absent from his/her job for reasons not specifically addressed in this Agreement, the employee will confer with his/her building administrator. The employee shall be granted the leave if mutually agreed.

### **PART III – OTHER MATTERS**

#### **Article 15      **Transportation of Students****

- 15.1   Employees may not transport students in their own cars.
- 15.2   The District shall provide on a regular basis the necessary driver training needed to maintain a Type II driving license for those coaches or advisors who transport students using District vehicles.

#### **Article 16      **Student Discipline****

- 16.1   All employees shall have the responsibility and authority to control and discipline students participating in their activities pursuant to building, District and/or WIAA rules.
- 16.2   Each employee shall be entitled to appropriate assistance and support from District administrators in connection with discipline problems relating to students.
- 16.3   If in the judgment of the employee, a student is disruptive in a particular sport or activity, and/or whose conduct is in violation of the Sumner School District Policies and Regulations and/or team rules, the employee may at his/her discretion and after meeting with the principal, athletic coordinator and parents, remove the student from participating in that activity or sport.

#### **Article 17      **Staff Protection****

- 17.1   The Board of Directors will provide employees' insurance to pay for loss or damage to persons or personal property of employees when engaged in their normal duties, the maintenance of order and discipline, the protection of school personnel and students, and the property thereof.
- 17.2   In the event an employee sustains an on-the-job injury, the employee shall immediately notify his/her supervisor.

## **Article 18     Visitors**

Visitors will be welcomed at District practices. Should any coach or activity advisor deem it necessary to close a practice to visitors, he/she may do so at his/her discretion based on reason and in a manner consistent with District policy.

## **Article 19     Evaluations**

### **19.1     Secondary Head Coaches**

Head coaches will receive a written evaluation by the District Athletic Director utilizing the "Effective Coaching for All Student/Athletes" standards and the building administrator responsible for athletics. The District will consider input from assistant coaches and building administrators for the purpose of head coaches' evaluations.

### **19.2     Secondary Assistant Coaches**

At a minimum, assistant coaches will be given oral evaluative feedback from the head coach. Head coaches may request assistance in conducting an assistant coach's evaluation from the building administrator, the District Athletic Director or the building athletic coordinator. The oral evaluative feedback will include discussion of the criteria listed in Appendix C:

- Professional Competence – Quality Coaching Expertise
- Relational Competence – Relationship and Rapport Building
- Communicative Competence
- Group Competence

19.3 All other elementary and secondary activities/advisor positions (excluding flex points) will be given oral evaluative feedback by the principal or designee. The oral evaluative feedback will include discussion of the criteria as listed in Appendix D.

19.4 All final evaluations shall be completed within thirty (30) days from the end of the season. Employees may write a response to their evaluation if submitted within thirty (30) days from the date of the appraisal.

## **Article 20     High School Building Athletic Coordinators**

When the position is filled by an employee with a 1.0 FTE classroom teaching assignment:

20.1 The building principal shall endeavor to provide one (1) additional plan period in addition to the stipend amount for the building athletic coordinator.

20.2 If an additional plan period cannot be provided, the stipend will be increased by a forty percent (40%) supplement.

20.3 If a non-classroom certificated employee holds a high school Building Athletic Coordinator position, a workload review will be completed by the District Athletic Director.

## **Article 21     Vaccinations**

The District shall provide Hepatitis B vaccinations to certain employees at no cost to the employee.

## **Article 22      Organization Membership**

Should any employee be required to become a member of an association or organization as a condition of employment (e.g., Washington Coaches Association) the District shall reimburse the employee for such costs. This section shall not apply to any union dues required by this or any other collective bargaining agreement with the District.

## **Article 23      Training Funds**

- 23.1 The District shall endeavor to set aside training funds to be used by employees to attend job-related conferences or training seminars designed to improve skills.
- 23.2 Coaches shall maintain their WIAA Coaching Standards and provide the District with clock hour records and proof of First Aid/CPR certification prior to the beginning of their season.
- 23.3 The District will offer training for new coaches at least once a year. The training will include district procedures, coach certifications, safety/first aid, fund-raising issues, roles of head/assistant, and how to deal with parent and community issues.

## **Article 24      Hiring**

- 24.1 The hiring procedure for any position represented by this bargaining unit shall be consistent with Board Policy. (See Appendix E)
- 24.2 Coaching Positions  
Open positions shall be published to the staff and Association on the Job Postings tab of the mySumner Dashboard and employee bulletin board at each work site for a minimum of ten (10) calendar days. Out-of-building employees will be considered for coaching positions if the employee is able to meet the duties of both positions.
- 24.3 Activity Advisors  
Open positions shall be published to all staff on the Job Postings tab of the mySumner Dashboard and on the employee bulletin board at the building level for a minimum of ten (10) calendar days. Normally these positions will be publicized in May or June for the following school year.
- 24.4 When mutually agreed to by the parties, the posting period may be reduced to an agreed upon number of days.
- 24.5 All activity advisor positions (those listed in Appendix B), excluding the Athletic Coordinator and ASB Advisor positions, will be declared open a minimum of every three years.

- 24.6 If the District Athletic Director is not available to lead the interview team, then the building administrator responsible for extracurricular programs may assume the lead role for the hiring team.

## **Article 25     Extra Coaches**

- 25.1 Extra coaches may be hired if funding is provided from donations or fundraising efforts from the team/parent group for that particular sport and deposited with the District two (2) weeks prior to the first day of turnout for the season.
- 25.2 Extra coaches will be paid at fifty percent (50%) of the head coach stipend for the sport, Step 1. Extra coaches are not eligible for extended season pay.
- 25.3 Extra coaching assignments will not be renewed beyond the end of each season.

## **Article 26     Flex Points**

Flex point activities are extra-curricular positions intended to address intramurals, clubs and activities at each school, which are created and reviewed each year for the purpose of addressing the building needs. Flex point assignments are a building based decision. The building decision-making process and timelines will be communicated to the staff at the beginning of each school year. The development of these positions should reflect student interests in various clubs and activities. The activities are to be scheduled before or after the student curricular day. All positions will be appointed for one year at a time. Employees will be notified by administration within five (5) days of site decision determining which activities have been approved. The employee will complete and submit to administration the extra-curricular activity report portion of the application (Appendix F) within ten (10) days of the conclusion of the activity.

## **Article 27     Event Work**

- 27.1 Duties beyond the workday in support of extra-curricular activities (i.e. athletic events, dances, concerts, safety patrol, etc.) will be paid at the rate of fifteen dollars (\$15) per hour. Work will be recorded on an extra-curricular timesheet and time will be rounded to the quarter hour. Exempted from these provisions are those extra-curricular responsibilities covered by a supplemental contract.
- 27.2 Duties in support of extracurricular activities shall be made known to staff who may sign up for available duties. If more employees sign up than are needed for the event, then the work is awarded to the staff member with the most experience working the extra-curricular event.
- 27.3 Those employees who wear their district photo ID badge to events will be allowed in free along with one other adult and minor children. Employees must continue to wear their name badge while in attendance and, if asked, assist game management with supervisory issues.

## **Article 28      Conformity to Law**

- 28.1 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law by a court of competent jurisdiction, 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.
- 28.2 If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, an Attorney General Opinion, or an Auditor's Report, the parties shall meet to re-bargain such provision if requested by either party.

## **Article 29      Agreement Administration**

Association representatives shall meet with the superintendent and/or his/her designee, and the District Athletic Director at least quarterly at mutually agreed upon times to review and discuss problems and practices with the administration of this Agreement.

## **Article 30      Employee Facilities**

In order to permit freedom of access both during regular school hours and after regular school hours, employees will be given the necessary keys and security clearances for areas appropriate to the sport or activity.

## **Article 31      Double Levy Failure**

In the event that the District should suffer a double levy failure, both parties agree to meet and renegotiate all monetary items until such time as the next levy's passage.

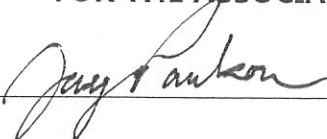
## **Article 32      Duration**

- 32.1 This Agreement shall become effective when ratified by the Board of Directors and the Association and executed by authorized representatives thereof.
- 32.2 This Agreement shall become effective on September 1, 2016 and shall continue in full force and effect until August 31, 2019.
- 32.3 The Association shall communicate to the District its desire to negotiate a successor collective bargaining agreement not later than March 15, 2019.
- 32.4 The Association and the District agree that negotiations for a successor agreement shall commence not later than April 15, 2019 unless another date is mutually agreed upon.

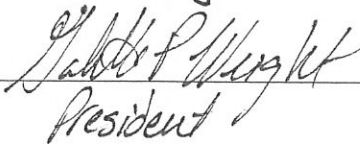
IN WITNESS WHEREOF, the parties have hereunto set their hands and seal

ATTEST:

FOR THE ASSOCIATION

  
\_\_\_\_\_

Chief Bargainer

  
\_\_\_\_\_

President

FOR THE DISTRICT

  
\_\_\_\_\_

Dec. 13, 2016

Sumner School District  
Extra Curricular Coach Salary Schedule  
2016-2017 School Year

		High School	High School	Middle School	Middle School
		Head Coach	Assistant Coach	Head Coach	Assistant
			75% of HS Head	62% of HS Head	75% of MS Head
Sport	Step				
FOOTBALL	1	\$6,001	\$4,501	\$3,721	\$2,791
	2	\$6,481	\$4,861	\$4,019	\$3,014
	3	\$7,000	\$5,250	\$4,340	\$3,255
BASKETBALL - Boys/Girls WRESTLING	1	\$5,401	\$4,051	\$3,349	\$2,512
	2	\$5,833	\$4,375	\$3,617	\$2,713
	3	\$6,300	\$4,725	\$3,906	\$2,930
BASEBALL FASTPITCH SOCCER - Boys/Girls @ HS, Girls only MS TRACK - Boys/Girls VOLLEYBALL	1	\$4,621	\$3,466	\$2,865	\$2,149
	2	\$4,991	\$3,743	\$3,094	\$2,321
	3	\$5,390	\$4,043	\$3,344	\$2,508
GYMNASTICS SWIMMING - Boys/Girls	1	\$4,621	\$3,466		
	2	\$4,991	\$3,743		
	3	\$5,390	\$4,043		
CROSS COUNTRY GOLF TENNIS - Boys/Girls	1	\$3,601	\$2,701		
	2	\$3,889	\$2,917		
	3	\$4,200	\$3,150		

**Sumner School District  
Advisors Salary Schedule  
2016-2017 School Year**

Position	Stipends
<b>High School Advisors</b>	
Play Director (full length) (one stipend per high school)	\$3,095
Assistant Play Director (75%) (one stipend per high school)	\$2,322
Musical Play Director (one stipend per high school)	\$3,596
Assistant Musical Play Director (75%) (per position, including vocal/accompanist) (one stipend per high school)	\$2,697
Cheer Advisor (1 stipend for Fall/Winter & 1 stipend for Spring/Summer)	\$3,710
Class Advisor 12	\$4,332
Class Advisor 11	\$2,473
Class Advisor 10	\$1,834
Class Advisor 9	\$1,834
Activities/ASB Advisor (one combined position per high school)	\$7,302
Dance/Drill	\$4,638
Dance/Drill Choreographer (3 stipends - Fall/Winter/Spring)	\$1,250
Special Olympics Advisor (per season)	\$1,268
Special Olympics Assistant Advisor (per season) (15+ students)	\$1,014
Flexible Points (55 points @ \$276 per point)	\$276
<b>Middle School Advisors</b>	
Athletic Coordinator	\$6,040
Activities/ASB Advisor	\$6,040
Flexible Points (55 points @ \$276 per point)	\$276
<b>Elementary School Advisors</b>	
Flexible Points (22 points @ \$276 per point)	\$276
(Large school factor = 23 flex @ 500+, 24 flex @ 600+)	
Advisor positions unfilled by December 31st may be converted to flex points at the request of administration.	

Revised 10/16





### Extra-Curricular Coach Performance Appraisal

Name \_\_\_\_\_ School Year \_\_\_\_\_

Coaching Assignment \_\_\_\_\_ School \_\_\_\_\_

The purpose of this form to provide guidelines by which the evaluator and the coach can present dialogue regarding the coach's performance. This dialogue will concern itself with the skills and responsibilities of the job as indicated by the performance factors and indicators.

The form is designed to assist the evaluator and coach, both in formulating and in recording an accurate appraisal of the individual's efforts toward fulfilling requirements which relate to his/her responsibility and effectiveness. The form, which may be helpful in improving performance, provides for:

1. The identification of evaluation criteria pertinent to those requirements, which relate to coaching effectiveness.
2. General comments.
3. Specific, supporting comments for those performance factors where the coach falls short of expectations.

The following general assumptions should also be kept in mind:

1. The performance appraisal for coaches is intended to provide feedback to coaches regarding their performance. Such feedback may help coaches improve their performance, and in turn, the performance of their student athletes.
2. The appraisal shall be based on actual game and practice session observations as well as other pertinent and accurate information which may be available to the evaluator.
3. The appraisal will be based on input from the building administrator in charge of athletics, building athletic coordinator, and athletic director. The District will consider input from assistant coaches and building administrators when appropriate.

Prepared by _____	Title _____	Date _____
Coach _____	Date _____	

*The employee's signature indicates that the coach has read and discussed the performance appraisal in a conference with the evaluator(s). The coach may add an addendum to the appraisal if submitted within thirty (30) calendar days from the date of the appraisal.*

<b>Performance Factors Appraisal -</b> <i>Consider each standard separately and independently of the others</i>	<b>Meets Expectations:</b>		
	<b>Needs Improvement:</b>		
	<b>Does Not Meet Minimum Requirements:</b>		
<b>Performance Standards</b>	↓	↓	↓
<b>Performance Competence - Quality Coaching Expertise</b> – Consistently seeks improvement, Provides a safe environment, Uses pedagogical based instruction, Delivers knowledge effectively, Teaches skills in progression, Consistently uses assessment/feedback loop with athletes, Teaches fundamentals, discipline and rules, Uses appropriate and effective techniques and strategies.			
<b>Relational Competence – Relationship/Rapport Building – Makes every athlete feel valued every day-</b> Gets to know the Athletes, Utilizes Goal Settings, Strategizes ways to be effective with all personalities, learning styles, cultures and ethnicity, Identifies challenging personalities/expectation and develops accommodation plans. Approaches everything with positive enthusiasm and high energy, Creates a positive, fun atmosphere in the program, Involves and know athletes' parents/families/significant individuals.			
<b>Communicative Competence – Effective Communication</b> - Communicates appropriate information to athletes and athletes' families including: General team expectations, Individual role clarification, Improvement opportunities, Any time the role changes, Seeks input from Athletes; Formally and informally, Creates an open, comfortable atmosphere for two way communication with athletes, Uses Positive, Non-Verbal Role Modeling.			
<b>Group Competence – Develop a Team Centered Concept</b> – Establishes and implements leadership development plans for the programs: Defines, develops, involves team captains, Develops athlete identified core covenants for the team. Develops Goals for Positive Character and Servant Leadership, Designs Team Building Activities that develop core covenants, Develops "Trust" among the inner circle of the team.			
<b>Management and Fiscal Responsibilities</b> - Implements appropriate and effective organizational plans. Follows all team, school, district, league, WIAA and NFHS rules, procedures and protocols. Maintains accurate records, rosters, eligibility lists and inventories.			
<b>Overall Performance</b> - Reflects an appraisal of the coach's overall performance – not an average of the appraisals on each performance standard.			

**Note:** If additional space is required for comments in Parts A and B, use plain bond paper and staple to this page.

A.	Comments
B.	If "Needs Improvement" or "Does Not Meet Minimum Requirements" is marked, provide specific, supporting comments.



Sumner School District

**Extracurricular Advisor Performance Appraisal**

Name \_\_\_\_\_

School Year \_\_\_\_\_

Assignment \_\_\_\_\_

School \_\_\_\_\_

The purpose of this form is to provide guidelines by which the evaluator and the adviser can present dialogue regarding the coach's performance. This dialogue will concern itself with the skills and responsibilities of the job as indicated by the performance factors and indicators.

The form is designed to assist the evaluator and advisor, both in formulating and in recording an accurate appraisal of the individual's efforts toward fulfilling requirements which relate to his/her responsibility and effectiveness. The form, which may be helpful in improving performance, provides for:

1. The identification of evaluation criteria pertinent to those requirements, which relate to advisor effectiveness.
2. General comments.
3. Specific, supporting comments for those performance factors where the adviser falls short of expectations.

The following general assumptions should also be kept in mind:

1. The performance appraisal for advisors is intended to provide feedback regarding their performance. Such feedback may help improve their performance, and in turn, the performance of their students.
2. The appraisal shall be based on actual observations as well as other pertinent and accurate information which may be available to the evaluator.

The appraisal will be based on input from the building administrator in charge or designee.

Prepared By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

*The employee's signature indicates that the advisor has read and discussed the performance appraisal in a conference with the evaluator(s). The employee may add an addendum to the appraisal if submitted within thirty (30) calendar days from the date of the appraisal conference.*

Performance Factors Appraisal: Consider each factor separately by reading the factor definition and adopted criteria carefully and by interpreting the performance degree definitions only in the context of that factor. Appraisal on each factor should be made independently of other factors. Indicate your appraisal on each factor by placing a check in the appropriate box	<b>Does not Meet Minimum Requirements:</b> Attainment of primary work objectives has not been reached.	<b>Needs Improvement:</b> Results are generally below expectations. Performance improvement indicated.	<b>Meets Expectations:</b> Results show attainment of primary objectives in the manner reasonably expected of a trained individual in this classification.
<b>Knowledge and Expertise of Activity:</b> Possible performance indicators: demonstrates knowledge of the activity and applies sound principles; uses positive motivation techniques; incorporates strategies/methods which are appropriate instructional practices; communicates well with students.			
<b>Professional Relationships with Students:</b> Possible performance indicators: demonstrates high standards of conduct in working with students; uses appropriate language; tracks students' academic progress (as determined by school); maintains positive and appropriate professional relationships with students.			
<b>Discipline:</b> Possible performance indicators: establishes clear parameters for conduct and enforces team rules and regulations; administers discipline fairly and consistently; communicates discipline concerns with parents/guardians as appropriate.			
<b>Professional Relationships with Colleagues:</b> Possible performance indicators: participates collaboratively with other advisers as appropriate.			
<b>Management/Fiscal Responsibilities:</b> Possible performance indicators: keeps accurate, up-to-date inventories of all equipment and uniforms; keeps accurate up-to-date records of equipment/uniforms checked out to students and ensures "lost" items are paid for by the responsible party; maintains an accurate rosters and ensures students meet eligibility standards for participation; budgets appropriately.			
<b>Professional Growth:</b> Possible performance indicators: possesses and maintains knowledge of current district, regional, state, and/or national organizations; attends workshops or clinics; demonstrates a commitment to growth.			
<b>Overall Performance:</b> This represents an appraisal of the advisor's overall performance during the appraisal period. It reflects an evaluation of overall performance, not an average of the appraisals on each performance factor.			
<b>Comments:</b>			
If "Needs Improvement" or "Does Not Meet Minimum Requirements" is marked, provide specific, supporting comments:			

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**Board Policy, Regulations & Procedures for Athletic Coach Selection****Athletic Coach Selection****Policy 5101**

The District shall endeavor to obtain what its administration believes to be the best-qualified individuals to fill coaching positions. It shall be the responsibility of the building administration, in conjunction with the athletic director, to recommend to the superintendent, for ratification by the Board of Directors, individuals for coaching positions annually. Coaching positions will be offered for a period not to exceed one school year. Certificated staff filling coaching positions will be issued supplemental contracts subject to RCW 28A.405.240. Individuals who are not certificated staff of the District who are offered coaching positions will be offered contracts for a period not to exceed one school year which are not subject to any continuing contract laws.

**Advisor Selections****Policy 5102**

The District shall endeavor to obtain what the administration believes to be the best-qualified individuals to fill advisor positions. It shall be the responsibility of the building administration, to recommend individuals for advisor positions within the building annually. Appointment to advisor positions shall be for a period of one year and if not renewed shall not constitute an adverse change in contract status. A supplemental contract requiring ratification by the Board of Directors shall be issued under the provisions of the RCWs.

**Athletic Coach Selection****Regulations and Procedure 5101-P****Regulations:**

In determining to which individuals coaching positions should be offered, the following considerations, in addition to others deemed important by the athletic/activities director and the building administration, shall apply:

1. Individuals recommended for coaching positions must have a background of preparation for coaching, and/or substantial participation in the particular sport under consideration, and/or coaching experience.
2. In appointing coaches, the District will give consideration to individuals who are otherwise qualified to serve as coaches who are:
  - of the same gender as the team to be coached. It is considered to be an important function of a coach at the Middle School and High School level to be able to supervise team members in locker room situations. Therefore, except in unusual cases based on lack of availability of candidates or exceptional qualifications and background of particular candidates, it shall be an essential function and a bona fide occupational qualification for a coach to be of the same gender as the team to be coached.
  - from within the building where a coaching vacancy exists. It is considered to be an important function of a coach at the Middle School and High School level to be available to team members or candidates for team membership at various times during the school day other than during times of tryouts, practices, or competitions. Therefore, except in unusual cases based on lack of availability of candidates or exceptional qualifications and background of particular candidates, it is important for a coach to be otherwise assigned to work in the same building as the building for the particular team.
3. The athletic/activities director and the building administration shall consult with the head coach when feasible regarding candidates for assistant coaching positions.
4. Notwithstanding 1 through 3, above, it shall be within the discretion of the athletic/activities director in conjunction with the building administration to recommend the appointment to coaching positions of individuals deemed by the athletic/activities director and the building administration to be the best qualified for the job.

**1/2006 (Entire Section Revised)**

### Flex Point Application Sumner School District #320

Flex point activities are extra-curricular positions intended to address intramurals, clubs and activities at each school, which are created and reviewed each year for the purpose of addressing the building needs. Flex point assignments are building based decisions. The development of these positions should reflect student interests in various clubs and activities. The activities are to be scheduled before or after the student curricular day. All positions will be appointed for one year at a time. Please complete this application to be presented to building leadership team for review.

Name:		
Name of activity you wish to sponsor:		
Description of activity:		
Goal or objective of the activity:		
Schedule of activity:  What quarters would you like to offer this club or activity?  (check quarters club offered) <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup>	Days per week you will meet with students: Meeting times: Start date of activity: End date of activity: Number of participants anticipated:	(check boxes that apply) <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> Th <input type="checkbox"/> F to

To be completed by building administration: ☐ Activity Approved      ☐ Activity Not Approved

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Flex Points assigned @		Per point =	\$
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Administrative Signature \_\_\_\_\_ Date: \_\_\_\_\_

Please write or attach a brief summary of the activity within ten (10) days of the last meeting. Please include student numbers and activities.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_