

**Summer School District
and
Summer Education Association**

**Extra-Curricular
Collective Bargaining
Agreement**

Term: September 1, 2008 through August 31, 2011

Table of Contents

Part I Recognition and Rights		
Preamble		3
Whitneseth		3
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	No Strike	5
Article 7	Management Rights	5
Article 8	Employee Rights	5
Article 9	Personnel Files	6
Article 10	Parent Complaints	6
Article 11	Individual Contracts	7
Article 12	Payroll	7
Article 13	Grievance Procedure	7

Part II Salary and Other Benefits		
Article 14	Salary and Stipends	9
Article 15	Unscheduled Leave	11

Part III Other Matters		
Article 16	Transportation of Students	11
Article 17	Student Discipline	11
Article 18	Staff Protection	11
Article 19	Visitations	11
Article 20	Evaluations	11
Article 21	High School Building Athletic Coordinators	12
Article 22	Vaccinations	12
Article 23	Organization Membership	12
Article 24	Training Funds	12
Article 25	Hiring Policy	13
Article 26	Extra Coaches	13
Article 27	Flex Points	13
Article 28	Event Work	14
Article 29	Conformity to Law	14
Article 30	Agreement Administration	14
Article 31	Employee Facilities	14
Article 32	Double Levy Failure	15
Article 33	Duration	15

Appendixes		
Appendix A	Letter of Agreement – EBAT Program	16
Appendix B	Extra-Curricular Salary Schedule for 2008-2011 School Year	17
Appendix C	Advisors Salary Schedule for 2008-2011 School Year	18
Appendix D	Extra-Curricular Performance Appraisal Form	19
Appendix E	Board Policy, Regulations & Procedures for Athletic Coach Selection	21
Appendix F	Flex Point Application Form	22

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:

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 for a specific sport.
- 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 No Strike

- 6.1** There shall not be any authorized strike, slowdown, or any other stoppage of work by the Association regardless of whether an unfair labor practice is alleged. The District shall not lock out any employee covered by this Agreement. Should a strike, slowdown, or stoppage by the Association members occur, the Association shall instruct its members to return to work.
- 6.2** This provision does not preclude Association members from participating in a strike, slowdown, or other work stoppage sanctioned by another association, contract, or union.

Article 7 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 8 Employee Rights

- 8.1** There shall be no discrimination against any employee by reason of race, creed, color, marital status, sex, disability, age, national origin or because of membership or non-membership in employee organizations or in the exercise of other rights.
- 8.2** Employee shall be able to work in an environment free from sexual harassment.
- 8.3** 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.
- 8.4** No employee shall be disciplined or reprimanded without just and sufficient cause.

- 8.5** 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.
- 8.6** This section shall not be applicable to the discontinuance of a bargaining unit position or stipend at the end of the season or activity.
- 8.7** The private and personal life of an employee is of no concern to the District except to the extent that it interferes with the employee carrying out his or her responsibilities within the District.

Article 9 Personnel Files

- 9.1** 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.
- 9.2** Processed grievances shall not be maintained in personnel files. Processed grievances shall be kept apart from the employee's personnel file.
- 9.3** 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.
- 9.4** 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.
- 9.5** Derogatory statements from non-professional sources shall not be included in any file unless rewritten by the appropriate administrator and filed as a report.
- 9.6** 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 10 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 11 Individual Contracts

- 11.1** 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. Open advisor positions for the following year will normally be posted by email at the building level in May or June.
- 11.2** 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.
- 11.3** 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 12 Payroll

- 12.1** 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.
- 12.2** In the event of a mistake in payment resulting in underpayment, corrections shall be made as soon as feasible, but not to exceed the next two pay periods. In the event of an overpayment, repayment will occur after consultation with the Association and the involved employee, but no later than the last pay period of the contract.

Article 13 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.

13.1 Definition

- A. 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.
- B. For the purposes of this section "supervisor" shall mean building principal, District Athletic Director, or designee.
- C. "Days" as used herein, mean student school days, except grievances occurring at the end of the student year must be filed by June 30.

13.2 Procedure

- A. 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.
- B. Time limits under unusual circumstances may be extended by mutual consent.
- C. The grievance shall be presented within twenty (20) days or ten (10) days on evaluation procedures, following the occurrence out of which the grievance arose, or the first date on which the grievant should reasonably have known of such occurrence.
- D. Grievances not pursued as provided for in this Article, shall be deemed to have been waived.

Informal Discussion-Building Level

An employee with a grievance shall discuss the grievance first with the supervisor. Every effort shall be made to solve the grievance at this level. The supervisor shall render a decision within ten (10) days of the informal discussion with the employee.

Step 1 - Written Grievance-Building Level

- A. If the grievance is not resolved informally, it shall be presented to the supervisor in writing within ten (10) days of the informal discussion. Within ten (10) days of the written grievance being presented to the supervisor, the supervisor shall render a decision in writing and present the decision to the grievant and the Association.
- B. Should the grievant request assistance from the Association, the time lines in Step 1 shall apply.

Step 2 - District Level

- A. If the grievance is not resolved at Step 1 of the grievance process, the grievant and/or the Association may present the written grievance to the superintendent/designee within ten (10) days of receipt of the Step 1 grievance.
- B. At the request of the superintendent/designee or the Association, a meeting may be held 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 grievant and the Association.

Step 3 - Arbitration

In the event that the grievant is not satisfied with the disposition of the grievance at Step 2 or in the event that no decision is reached within ten (10) days of the written presentation of the grievance to the superintendent/designee, the grievant, with the consent of the Association, may request the matter be submitted to an arbitrator for a hearing as set forth in A and B below.

- A. Selection of Arbiter - By Agreement
The parties shall jointly request the American Arbitration Association to submit a panel of seven (7) arbitrators. Such request shall state the general nature of the case and ask that the panel be qualified to handle the type of case involved. When

notification of the names of the panel of seven (7) arbitrators is received, the parties in turn shall have the right to strike a name from the panel until only one name remains. The remaining person shall be the arbitrator. The right to strike the first name from the panel shall be determined by lot.

B. Arbitration - Rules of Procedure

Arbitration proceedings shall be in accordance with the following:

1. The arbitrator shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbitrator deems pertinent to the grievance and shall render a written and binding decision.
2. Testimony shall be limited to the matters set forth in the written statement of grievance. Arguments by either or both parties, whether oral or written, shall be confined to the matters set forth in the grievance.
3. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
4. The parties agree to pay the compensation of the arbitrator including any necessary expenses in the following manner: the winning party shall pay 25% and the losing party shall pay 75% of the arbitrator's fees.

13.3 Binding Effect of Award

The decision of the arbitrator shall be final and binding upon both parties provided, however, in arriving at such decisions neither of the parties, nor the arbitrator shall have the authority to alter this Agreement in whole or in part.

13.4 Supplemental Conditions

- 13.4.1 At each step of the procedure for adjusting grievances, the employee may be accompanied by a representative of the Association.
- 13.4.2 There shall be no reprisal by the District or its employees by reason of the involvement of any person in the grievance procedure.
- 13.4.3 All documents, communications, and records dealing with grievances shall be filed separately and not in an employee's personnel file; these shall be available to both parties, subject to confidentiality and relevancy objections.
- 13.4.4 The Sumner Education Association may initiate grievances in accordance with this procedure.
- 13.4.5 The grievance provisions of Article 12 of this Agreement shall not be applicable to any matter involving employee evaluations excluding procedural errors.

Article 14 Salary and Stipends

14.1 The salary schedule is found in Appendix B and C.

14.2 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 92.5% of the top step, and the first step will be 85% of the top step.
- E. 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 contest at the per diem rate of sixty percent (60%) for teams qualifying less than half the team and forty percent (40%) for teams qualifying four or fewer team members.
 - Extended season pay is not available for Freshman Team coaches.

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

14.3.1 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.

14.3.2 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.

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

14.4 Salary increases scheduled for the life of the contract will be determined by a market survey of the SPSL (High School, Advisor and Middle School positions available) to be completed by August 1st for year two and three of the contract. A composite rate increase will be calculated and applied to all positions as follows:

2009-2010	market survey average
2010-2011	market survey or two percent (2%) whichever is greater

14.5 Coaches at the interscholastic level that have achieved WIAA Preferred status and have completed 5 years of service in the sport for the Sumner School District will be paid a \$250 stipend. Initial application and documentation is the responsibility of the employee with a due date to be determined.

Article 15 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.

Article 16 Transportation of Students

16.1 Employees may not transport students in their own cars.

16.2 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 17 Student Discipline

17.1 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.

17.2 Each employee shall be entitled to appropriate assistance and support from District administrators in connection with discipline problems relating to students.

17.3 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 18 Staff Protection

18.1 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.

18.2 In the event an employee sustains an on-the-job injury, the employee shall immediately notify his/her supervisor.

Article 19 Visitations

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 20 Evaluations

20.1 Secondary Head Coaches

Head coaches will receive a written evaluation by the District Athletic Director 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.

20.2 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 D:

- Knowledge and Expertise of Sport or Activity
- Professional Relationships with Students
- Discipline
- Professional Relationships with Colleagues
- Public Relations
- Management/Fiscal Responsibilities
- Professional Growth

20.3 All other elementary and secondary activities/advisor positions (excluding flex points and Saturday school) 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.

20.4 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 21 High School Building Athletic Coordinators

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

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

Article 22 Vaccinations

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

Article 23 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 24 Training Funds

24.1 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.

24.2 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.

24.3 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 25 Hiring

25.1 The hiring procedure for any position represented by this bargaining unit shall be consistent with Board Policy. (See Appendix E)

25.2 Extra-Curricular Positions

Open positions shall be publicized by electronic mail and on the 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.

25.3 Activity Advisors

Open positions shall be publicized by electronic mail and on the employee bulletin board at the building level for a minimum of ten (10) calendar days. Normally these positions will be posted in May or June for the following school year.

25.4 When mutually agreed to by the parties, the posting period may be reduced to an agreed upon number of days.

25.5 All activity advisor positions (those listed in Appendix C), excluding the Athletic Coordinator positions, will be declared open a minimum of every three years starting in 2009 for the 2009-2010 school year.

25.6 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 26 Extra Coaches

26.1 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.

26.2 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.

26.3 Extra coaching assignments will not be renewed beyond the end of each season.

Article 27 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 28 Event Work

28.1 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.

28.2 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 is needed for the event, then the work is awarded to the most senior qualified employee.

28.3 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 29 Conformity to Law

29.1 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.

29.2 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 30 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 31 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 32 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 33 Duration

33.1 This Agreement shall become effective when ratified by the Board of Directors and the Association and executed by authorized representatives thereof.

33.2 This Agreement shall become effective on September 1, 2008 and shall continue in full force and effect until August 31, 2011.

33.3 The Association shall communicate to the District its desire to negotiate a successor collective bargaining agreement not later than March 15, 2011.

33.4 The Association and the District agree that negotiations for a successor agreement shall commence not later than April 15, 2011 unless another date is mutually agreed upon.

In Witness whereof, the parties set their hands and seal:

For the District:

For the Association:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

**Letter of Agreement
Between
Sumner School District #320 Summer Education Association**

A review of the EBAT program will be done at the end of the 2009-10 school year. A look at student counts, staffing levels, program offerings would be done at the District level, with the information shared with SEA with their interest on work conditions and if the program brought about significant changes over our current model.

Sumner School District

Sumner Education Association

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Extra-Curricular Collective Bargaining Agreement
 Sumner School District

September 1, 2008 through August 31, 2011

Extra-Curricular Salary Schedule 08-09 SY

Appendix B

Sport	Step	High School	High School	Middle School	Middle School
		Head Coach	Assistant 75% of Head	Head Coach	Assistant 75% of MS Head
BASEBALL	1	3,932	2,949	2,664	1,998
	2	4,279	3,209	2,899	2,174
	3	4,626	3,470	3,134	2,351
BASKETBALL Boys/Girls	1	4,733	3,550	3,206	2,405
	2	5,151	3,863	3,489	2,617
	3	5,568	4,176	3,772	2,829
CROSS COUNTRY	1	3,276	2,457		
	2	3,564	2,674		
	3	3,854	2,891		
FASTPITCH	1	3,932	2,949	2,664	1,998
	2	4,279	3,209	2,899	2,174
	3	4,626	3,470	3,134	2,351
FOOTBALL	1	4,989	3,742	3,379	2,534
	2	5,430	4,072	3,677	2,758
	3	5,870	4,403	3,975	2,981
GOLF Boys/Girls	1	3,227			
	2	3,512			
	3	3,797			
GYMNASTICS	1	3,879	2,910	2,628	1,971
	2	4,222	3,166	2,860	2,145
	3	4,564	3,423	3,092	2,319
SOCCER Boys/Girls B/G @ HS, Girls only @ MS	1	3,857	2,893	2,613	1,960
	2	4,198	3,148	2,843	2,133
	3	4,538	3,404	3,074	2,306
STRENGTH & CONDITIONING 4 seasons	1	995			
	2	1,082			
	3	1,170			
SWIMMING Boys/Girls	1	3,803	2,852		
	2	4,138	3,104		
	3	4,474	3,356		
TENNIS Boys/Girls	1	3,500	2,625	2,372	
	2	3,809	2,857	2,581	
	3	4,118	3,089	2,790	
TRACK Boys/Girls	1	4,114	3,085	2,786	2,090
	2	4,476	3,357	3,032	2,274
	3	4,839	3,629	3,278	2,459
VOLLEYBALL	1	4,103	3,077	2,780	2,085
	2	4,466	3,349	3,026	2,269
	3	4,827	3,620	3,271	2,453
WATER POLO	1	2,793	2,095		
	2	3,040	2,280		
	3	3,286	2,465		
WRESTLING	1	4,568	3,426	3,031	2,273
	2	4,972	3,728	3,299	2,474
	3	5,374	4,031	3,566	2,675

Advisors Salary Schedule 08-09 SY

Appendix C

Position	Stipend
<u>High School Advisors</u>	
Play Director (full length)	\$2,918
Assistant Play Director (75%)	\$2,189
Musical Play Director	\$3,390
Assistant Musical Director (per position, including vocal/accompanist)	\$2,542
Cheer Advisor (per season)	\$3,497
Class Advisor 12	\$4,083
Class Advisor 11	\$2,331
Class Advisor 10	\$1,728
Class Advisor 9	\$1,728
Athletic Coordinator	\$6,883
Activities/ASB Advisor	\$6,883
Debate & Forensics	\$4,083
Dance/Drill Team	\$4,373
Special Olympics Advisor (per season)	\$1,195
Special Olympics Assistant Advisor (per season) (15+ students)	\$956
Flexible Points (50 points @ \$260 per point)	\$260
<u>Middle School Advisors</u>	
Athletic Coordinator	\$5,694
Activities/ASB Advisor	\$5,694
Academic Competition (per season)	\$375
Computer Coordinator (per position)	\$4,256
Flexible Points (53 points @ \$260 per point)	\$260
<u>Elementary School Advisors</u>	
5th Grade Sports (per season)	\$1,266
Elementary Athletic Coordinator (district wide)	\$1,063
Computer Coordinator (per position)	\$3,128
Flexible Points (20 points @ \$260 per point) (Large school factor= 21 flex @ 500+, 22 flex @ 600+)	\$260

Advisor positions unfilled by December 31st may be converted to flex points at the request of administration (excluding MS Academic Competition).



Sumner School District
... a great place to learn!

Extra-Curricular 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 _____	
<i>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.</i>		

Appendix D

<p>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.</p>	<p>Meets Expectations: Results show attainment of primary work objectives in the manner reasonably expected of a well-trained individual in this classification.</p> <p>Needs Improvement: Results are generally below expectations. Performance improvement indicated.</p> <p>Does Not Meet Minimum Requirements: Attainment of primary work objectives has not been reached.</p>		
<p>PERFORMANCE DEGREES</p>	<p>↓</p>	<p>↓</p>	<p>↓</p>
<p>Knowledge and Expertise of sport or Activity: Possible performance indicators: demonstrates knowledge of sport and applies sound coaching principles; uses positive motivational techniques; plans effective practices with varied drills and routines which focus on skills development; provides opportunities for athletes to develop their abilities to greatest degree possible, including the promotion of strength and conditioning training; uses coaching strategies/methods which incorporate appropriate instructional practices; communicates well with players.</p>			
<p>Professional Relationships with Players: Possible performance indicators: demonstrates high standards of conduct in working with student athletes; uses appropriate language; tracks athletes' academic performance; maintains positive and appropriate professional relationships with athletes.</p>			
<p>Discipline: Possible performance indicators: establishes clear parameters for conduct and enforces team rules and regulations; administers discipline fairly and consistently; communicates discipline concerns with parents as appropriate.</p>			
<p>Professional Relationships with Colleagues: Possible performance indicators: participates collaboratively with other coaches in the articulation of sports programs; cooperates with fellow coaches and other staff members; attends and participates in coaches' meetings.</p>			
<p>Public Relations: Possible performance indicators: maintains contact with players' parents and seeks ways to promote their interest and enlist their support for program goals; counsels players about the importance of good behavior, sportsmanship and positive attitudes; provides the news media with pertinent information as appropriate and seeks opportunities to promote players and sport with the media and within the school system.</p>			
<p>Management/Fiscal Responsibilities: 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 players and ensures that "lost" items are paid for by the responsible party; maintains accurate squad roster and ensures that players meet eligibility standards for participation; budgets appropriately; maintains statistics and team, individual and historical records as appropriate.</p>			
<p>Professional Growth: Possible performance indicators: possesses and maintains knowledge of current district, league, WIAA and National Federation rules and communicates such rules to players and others as appropriate; attends workshops and clinics; demonstrates commitment to coaching.</p>			
<p>Overall Performance: This represents an appraisal of the coach's overall performance during the appraisal period. It reflects an evaluation of overall performance, not an average of the appraisals on each performance factor.</p>			
<p>Note: If additional space is required for comments in Parts A and B, use plain bond paper and staple to this page.</p>			
<p>A. Comments</p>			
<p>B. If "Needs Improvement" or "Does Not Meet Minimum Requirements" is marked, provide specific, supporting comments.</p>			

Appendix E

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 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th	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 =	\$
------------------------	--	-------------	----

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.

