

**Collective Bargaining Agreement**

**TUKWILA SCHOOL DISTRICT #406**

and the

**TUKWILA EDUCATION ASSOCIATION  
ATHLETICS & ACTIVITIES**

September 1, 2019 – August 31, 2022

## *PREAMBLE*

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

### ARTICLE I- RECOGNITION AND ADMINISTRATION

#### Section 1.1 Recognition

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

#### Section 1.2 Criteria for Bargaining Unit Inclusion

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

#### Section 1.3 Status of Agreement

- 1.3.1 This Agreement shall supersede any rules, regulations, policies, individual contracts, resolutions, or practices of the District, which shall be contrary to or inconsistent with its terms.
- 1.3.2 The District agrees that no supervisory duties shall be added to any position within the bargaining unit which has the effect of removing such position from the bargaining unit without prior negotiations and agreement with the Association.

#### Section 1.4 Conformity to Law

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

Section 1.5     Distribution of Agreement

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

Section 1.6     Definitions

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

**ARTICLE II- MANAGEMENT RIGHTS**

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

ARTICLE III- ASSOCIATION RIGHTS

Section 3.1 Association Representatives

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

Section 3.2 District Equipment and Facilities

3.2.1 Equipment and Facilities Use - The Association may use school equipment, including typewriters, copy machines, duplication equipment, and audio-visual equipment normally available to employees after school hours, provided that such equipment shall not be removed from school property. The building administrator's office will be notified prior to such use of school equipment. The use shall be internal Association business. Materials produced on school equipment shall be limited to internal Association communications. Expendable supplies in connection with such equipment use, will be furnished, or paid for by the Association.

School facilities may be used for Association meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with normal school operations. The Association will give prior notice for any such activity or property use. Pursuant to RCW28A.320.510, the District has the right to require a reasonable rental for the use of School District facilities and equipment.

The Association shall be responsible for claims arising from accidents, theft, and loss or damage resulting from the use of facilities and equipment.

3.2.2 School facilities may be used for Association meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with normal school operations. The Association will give prior notice for any such activity or property use. Pursuant to RCW 28A.320.510, the District has the right to require a reasonable rental for the use of School District facilities and equipment. The Association shall be responsible for claims arising from accidents, theft, and loss or damage resulting from the use of facilities and equipment.

3.2.3 In the event of a strike, sit down, slow down, or picket against the District by this bargaining unit, the above granted rights and privileges shall be suspended for the duration of such activities.

Section 3.3 Membership Communication

3.3.1 District resources may be used for distribution of Association communications provided that such communications are labeled as Association materials and are not defaming to any individual or group.

3.3.2 The Association may post notices of activities and matters of Association concern on designated bulletin boards, one of which shall be provided in each staff lounge, provided

that such notices are labeled as Association materials and are not defaming to any individual or group.

#### Section 3.4 Availability of Information

- 3.4.1 The District agrees to furnish to the Association in a timely manner, in response to reasonable requests, all information which is public record together with legally disclosable information which may be necessary for the Association to process a grievance.
- 3.4.2 The Association president will be provided, at the start of each new season, of list of all active bargaining unit employees and their positions
- 3.4.3 The Association president will be notified as soon as possible of any disciplinary action that will be taken with regard to employees and any grievances that are filed by employees.

#### Section 3.5 Dues, Deductions and Representation Fees

- 3.5.1 The Association may establish local dues and will communicate the amount to the District Business Office. The District shall maintain a process for dues deduction from the employee's salary and transmit that amount each month to the Association.
- 3.5.2 The Association agrees to defend, indemnify, and save the District harmless against any liability, costs, and attorney fees, which may arise by reason of any action taken by the District to comply with these provisions.

### *ARTICLE IV- EMPLOYEE RIGHTS*

#### Section 4.1 Non-Discrimination

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

#### Section 4.2 Employee Protection

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

- 4.2.3 The District will request restitution from parents of students for damage to property of employees, which is damaged by such students.
- 4.2.4 Employees shall not be required to drive students to activities which take place away from the school building, using a District vehicle. They may do so voluntarily. In such event, they shall be covered by the District's excess liability insurance policy for any accident which may occur in connection with such trip and such coverage shall be consistent with the coverage so provided by the carrier.
- 4.2.5 Upon written or stated approval of the administrator or Athletic Director, staff may transport students in their personal vehicle when a student's welfare is involved; when due care dictates prompt action, when engaged in extracurricular activity.
- 4.2.6 If driving in a personal vehicle, the staff member shall acknowledge that he/she agrees to assume primary (full) responsibility for any liability or property damage, comprehensive or collision, made by or against the driver/owner of the vehicle. The district's liability insurance shall cover the risk assumed by the district but is not primary coverage. The mileage of the staff member shall be reimbursed by the district.
- 4.2.7 Any case of assault upon an employee shall be promptly reported to the immediate supervisor so that appropriate District action shall be initiated. The District shall promptly render assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities. When absence or disability arise out of assault sustained in the course of employment, the employee shall suffer no loss in wages or benefits, less any amount of Worker's Compensation awarded.
- 4.2.8 Corporal punishment of students as defined by WAC 180-40-235 is prohibited. This shall not prevent the use of reasonable force to maintain order or to prevent a student or other person from harming themselves\_or\_other students, school staff or property.
- When an employee is threatened with injury, or comes to the aid of another person about to be injured, or attempts to prevent other malicious interference with real or personal property which is in their possession or in the possession of another employee or student on school premises, employees are authorized to use reasonable force upon or toward a student or other person in the defense of such person or property as part of their assigned responsibilities. Any student who willfully physically assaults an employee will be subject to emergency removal as pursuant to WAC 180- 40-290 subject to the rights and duties imposed under WAC 180-40 and federal and state student disability laws.

### Section 4.3 Due Process Discipline

- 4.3.1. No employee shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing upon request and placed in the employee's Athletics/Activities working\_file. Any disciplinary action taken against an employee shall be appropriate to the behavior, which precipitates the action.

#### Just Cause, Discipline and Personnel Files

The District and Association support the principle that issues and concerns should always be dealt with first at the level closest to the individuals involved. In an attempt to resolve problems at the lowest level, principals, when appropriate, shall encourage parties making a complaint to

discuss the issue(s) surrounding their complaint with the employee(s) involved.

If a parent, student, other employee, or third-party complaint is made, the district will inform the employee, of the nature of the complaint so that the employee has the opportunity to respond with their explanation. The District may attempt to arrange a conference with the complainant, the employee, and the administrator to resolve the complaint. Such complaint must be brought to the employee's attention within ten (10) days of the District receiving the complaint (or being allowed to inform the employee of the complaint)

#### Just Cause

No employee shall be disciplined or discharged without just cause. The District will follow a policy of progressive discipline, pursuant to which the penalty imposed - whether verbal warning, written reprimand, suspension without pay, or discharge - will be in keeping with the seriousness of the offense.

The specific grounds forming the basis for disciplinary action will be made available to the employee in writing within ten (10) working days of the disciplinary action and placed in the employee's personnel file.

Any disciplinary action taken against an employee shall be appropriate to the behavior that precipitates the action. Letters of direction are not disciplinary in nature. The Association will be sent a copy of the letter of direction at the same time it is issued to the employee—and will be placed in an employee's working file. The Association will be sent a copy of the letter of direction at the same time it is issued to the employee. Upon request, letters of direction will be removed from the employee's working ~~personnel~~ file two (2) years after the issuance of the letter.

An employee shall be advised that they have the right to have present a representative of the Association during any disciplinary action excluding informal warnings, criticism or suggestions for improvement which independently do not form basis for formal action. When a request to the employee is made, no action shall be taken with respect to the employee, until such representative of the Association is present or until two (2) days have passed after such request. These two (2) days may be extended for up to seven (7) additional calendar days if the Association needs a non-employee representative to be present and makes such request within the initial two (2) days.

It is agreed that all disciplinary matters pursuant to this Article shall be subject to the Grievance Procedure contained in this agreement.

4.3.2 An Employee shall be entitled to have present a representative of the Association during any disciplinary action or during any investigatory meeting which could lead to discipline excluding informal warnings, criticism or suggestions for improvement which independently do not form the basis for formal action. When a request for representation by the employee is made, no action shall be taken with respect to the employee, until such representative of the Association is present or until two (2) days have passed after such request. In cases where the immediate health, safety and well-being of students, other employees or district patrons necessitates immediate disciplinary action, the District will notify the Association within twenty-four (24) hours that action has been taken.

- 4.3.3 It is agreed that all disciplinary matters pursuant to this Article shall be subject to the Grievance Procedure contained in this agreement, except that non-renewal shall not be subject to just cause.
- 4.3.4 The District and Association support the principle that issues and concerns should always be dealt with first at the level closest to the individuals involved. In an attempt to resolve problems at the lowest level, principals, when appropriate, shall encourage parties making a complaint to discuss the issue(s) surrounding their complaint with the employee(s) involved.

If a parent, student, other employee, or third-party complaint is made, the district will inform the employee, of the nature of the complaint so that the employee has the opportunity to respond with their explanation. The District may attempt to arrange a conference with the complainant, the employee, and the administrator to resolve the complaint. Such complaint must be brought to the employee's attention within ten (10) days of the District receiving the complaint (or being allowed to inform the employee of the complaint)

#### Section 4.4 Personnel

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

### ARTICLE V- CONDITIONS OF EMPLOYMENT

#### Section 5.1 Evaluation

- 5.1.1 The District athletic director will evaluate all high school and middle school head and assistant coaches. The District athletic director will seek input from the head coach in the evaluation of assistant coaches, except that the head coach is not required to provide such input. The District athletic director shall observe the performance of the coaches described above for the purpose of evaluation for a total of sixty (60) minutes.



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

## Section 5.2 Issuance of Individual Employment Contracts

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

### Section 5.3 Posting of Open Positions

5.3.1 The District shall publish, for a minimum of ten (10) days, the availability of new and open positions covered by this bargaining unit by first sending the openings to every District worksite. The ten-day minimum may be changed with the consent of the Association president. Such posting will be done in a timely manner and will list the relevant minimum requirements for the position. A copy of the job posting will be forwarded to the president of the Association. Prior to posting a position the incumbent, if any, will be notified in writing if he/she is not to be offered the position.

5.3.2 Where the qualifications of applicants are substantially equal, the position will be offered in the following order: 1. Bargaining Unit and Non-Bargaining Unit District employees 2. Non-District applicants.

5.3.3 During school breaks, employees have the responsibility to inquire as to current vacancies. Vacancies will be listed on the District's website. Such positions shall remain open for no less than ten (10) days for response from internal applicants.

5.3.4 For purposes of posting and placement, a position is not considered vacant in the event that an individual is rehired from one year to the next.

5.3.5 Head coaches will be invited to provide input including participation in job interviews for their assistants, except that head coaches shall not be required to provide such input. It is understood that hiring decisions are the prerogative of District administrators and the Board of Directors and shall be in compliance with the terms of this agreement and any applicable laws.

5.3.6 Head coaches may request additional assistants or volunteers by submitting a request to the Athletic Director. At the beginning of each school year, the Athletic Director will communicate the process by which additional coaches may be requested.

### Section 5.4 Staff Development

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

### Section 5.5 Facilities

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

## ARTICLE VI- GRIEVANCE PROCEDURE

### Grievance Process Procedure

In the event that any difference arises between the Tukwila School District and any employee or the Association, concerning the interpretation, application, or compliance with the provisions of this Agreement, such difference shall be deemed to be a grievance and will be addressed through this procedure. A "Grievant" shall mean an employee or a group of employees or the Association filing the grievance. The Association and District are committed to resolving grievances appropriately, at the lowest level and as quickly as possible.

1. A grievance is an alleged misinterpretation of, misapplication of, or violation of the terms and/or provisions of this Agreement.
2. "Days" shall mean days that the District office is open to the public.
3. Individual rights shall not be limited by the Association. A grievant may speak on-their own behalf. Individual employees having a complaint shall take care of that complaint through proper administrative channels. The agreement or complaint must be consistent with the grievance procedure. The Association shall have the right to be present and to state its views at all stages of the grievance procedure. The Association has the sole discretion to initiate an arbitration pursuant to 3.18.7d of this article.
4. A grievant may be represented at all stages of the grievance procedure by the grievant and/or an Association representative.
5. A grievance form mutually agreed upon will be used in all grievance procedures.
6. Procedure for Processing Grievances
  - A. Level I – Immediate Supervisor or District Administrator
    - i. Informal Meeting  
Within twenty (20) days of becoming aware of the alleged grievance, the grievant and/or the Association representative shall schedule an informal grievance meeting to verbally present a grievance, including the contract provisions under discussion, to the immediate supervisor, or to the appropriate District Administrator for a grievance at more than one worksite, or involving a decision not made by the grievant's supervisor. Every effort will be made at this ~~step~~ level to resolve the grievance. The immediate supervisor will submit their decision or the agreed resolution in writing to the grievant within ten (10) days of the informal meeting. If no resolution is reached within ten (10) days following the informal meeting, the grievant or Association may move the grievance to Level I (ii).
    - ii. If no settlement is reached at the Level I Informal Meeting, the grievance will be reduced to writing and presented within fifteen (15) days following the Informal Meeting to the immediate supervisor or District Administrator for reconsideration.

The "Statement of Grievance" shall name the grievant(s) involved, the specific facts giving rise to the grievance, the specific provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested.

The immediate supervisor or District Administrator, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), Association representative and the Superintendent. The immediate supervisor or District Administrator shall answer the grievance in writing. The answer shall include the specific reasons upon which the decision is based, within five (5) days of receiving the grievance and shall concurrently send a copy of the grievance, their decision and all supportive evidence to the grievant(s), Association representative and the Superintendent.

B. Level II – Human Resources

Within ten (10) days of receipt of the written decision at Level I (ii), if the grievant or Association Representative are not satisfied with the decision, a written grievance shall be presented to the Executive Director of Human Resources. The Executive Director of Human Resources shall schedule a meeting within five (5) days with the grievant and/or Association Representative. Following the meeting, the Executive Director of Human Resources shall answer the grievance in writing within five (5) days. The answer shall include the specific reasons upon which the decision is based, and the Executive Director for Human Resources shall concurrently send a copy of the grievance, their decision and all supportive evidence to the grievant(s), Association representative and the Superintendent.

C. Level III - Superintendent

If no satisfactory settlement is reached at Level II, the grievance may be appealed to Level III, Superintendent or designee (someone who has not heard the grievance previously), within ten (10) days of the receipt of the decision rendered in Level II.

The Superintendent or designee shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within five (5) days of the receipt of the Level II Appeal. The purpose of this meeting shall be to affect a resolution of the grievance.

The Superintendent or designee shall provide a written decision, incorporating the specific reasons upon which the decision was based to the grievant(s), Association representative, and immediate supervisor, within ten (10) days from the conclusion of the meeting.

D. Level IV – Final Dispute Resolution Options

- i. Mediation -The District and the Association may mutually agree to utilize the mediation process before consideration of arbitration or a statutory hearing in

accordance with the rules stated in 3.18.7.

a) Arbitration-If no satisfactory settlement is reached at Level III, the Association within fifteen (15) days of the receipt of the Level III decision may notify the District of an intent to submit the grievance to arbitration. The parties shall first attempt to mutually agree upon the selection of an arbitrator. If the parties are unable to agree upon an arbitrator, the parties shall utilize the procedures of the American Arbitration Association. Any grievance arising out of a violation of this Agreement may be submitted to arbitration unless specifically and expressly excluded within this Article.

**Notice shall be given to both parties of the time and place of the hearing.**

The Arbitrator's decision will be in writing and will set forth their finding of fact, reasoning and conclusion on the issues submitted to them. The decision of the Arbitrator shall be final and binding upon the Employer, the Association, and the grievant(s).

Jurisdiction of Arbitrator - The arbitrator shall be without power or authority to add to, subtract from, or alter, any of the terms of this Agreement.

The Arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law.

b) Statutory Hearing-The staff member or the Association may choose to appeal discipline involving adverse action through the statutory hearing process.

7. Mediation Rules

The Employer and the Association agree to a procedure for the mediation of grievances in accordance with the following:

A. A grievance may be referred to mediation if the Association is not satisfied with the disposition of the grievance at Level III of the grievance process contained within the collective bargaining agreement, or if no written decision has been received from the District within the time limits prescribed in Level III.

B. The Association must notify the District in writing within five (5) working days of the conclusion of Level III of the Association's desire to refer the grievance to mediation. The District shall respond to the Association whether or not the District agrees to the mediation of the grievance no later than two (2) days prior to the Association's contractual deadline for the submission of a grievance to arbitration or within five (5) days of receipt of the written notification, whichever is sooner.

C. The District and the Association must mutually agree to submit a grievance to mediation. If the parties agree to submit a grievance to mediation, then the timelines and procedures contained within the grievance process of the collective bargaining

agreement, which provide for the submission of a grievance to binding arbitration, shall be held in abeyance until such time as written notification of appeal is provide by the Association to the District.

D. The date on which written notification of appeal is filed by the Association with the District shall serve as the date from which the timelines and process contained within the collective bargaining agreement, which provide for the submission of a grievance to binding arbitration, shall be enforced.

E. Within five (5) days following the agreement of the District and the Association to mediate the grievance, the parties shall have mutually agreed on a mediator or else the parties shall discontinue mediation and the Association may pursue the grievance in accordance with the arbitration provisions of this Agreement.

F. The grievant shall have the right to be present at the mediation conference.

G. There shall be one (1) person from each party designated as spokesperson for that party at the mediation conference.

H. The mediator will have the authority to meet separately with either party but will not have the authority to compel the resolution of a grievance.

I. The presentation of facts and consideration shall not be limited to those presented at Level I or Level II of the grievance process. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed.

J. Written material presented to the mediator shall be returned to the party representing that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of statistical analysis.

K. In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as arbitrator, nor may the mediator be placed on any panel from which an arbitrator is to be selected by the parties. In the arbitration proceedings there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.

L. If no settlement is reached in mediation, the grievance may be appealed to arbitration in accordance with the collective bargaining agreement between the parties. If the Association desires to appeal the grievance to arbitration, written notice of such appeal must be made within ten (10) days following the termination of the mediation conference.

M. The mediator shall conduct no more than three (3) mediations per day.

N. Starting time for the mediation shall be agreed to by the District and the Association.

O. The parties have agreed upon these rules for Mediation.

P. The fees and expenses of the mediator shall be shared equally by the parties.

8. Time Limits - Time limits provided in this process may be extended by mutual agreement when signed by the parties.

Failure on the part of the Employer at any step of this process to communicate the decision on a grievance within the specific time limit shall permit the Association to lodge an appeal at the next step of this process.

Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the Employer's answer to the previous step.

9. Accelerated Grievance Filing – In order to expedite grievance adjudication, the parties agree that any Association grievances or class action grievances involving more than one building will be lodged at Level II of this process.

10. Costs - The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

11. Reprisals - No reprisals of any kind will be taken by the District against the employee or group of employees because of participation in the grievance process.

12. Release time - Should the investigation or processing of the grievance require that an employee or an Association representative be released from their her/his regular assignment, they shall be released without loss of pay or benefits if the employee or Association member has prior approval of the Superintendent or the Board.

13. Providing Information - The District and the Association will cooperate with each other in resolving grievances, and each will make every effort to provide the other with requested information relative to the grievance.

14. Confidentiality - All matters pertaining to specific grievances shall not be unnecessarily or indiscriminately released, disclosed, or divulged by any participant in the grievance process. All documents, communications and records dealing with a grievance shall be filed separately from the personnel file of the participants.

#### Section 6.1 Definitions

A. A grievance is an alleged misinterpretation of, misapplication of, or violation of, the terms and/or provisions of this Agreement

B. A grievant shall mean an individual, a group of individuals and/or the Association.

**ARTICLE VII- SALARIES, STIPENDS AND BENEFITS**

Section 7.1 Salary Schedule

**2020-21 TEA Athletic Salary Schedule**

<b>High School</b>		<b>Advanced</b>				
<b>Position</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Badminton	Head	3,327.40	3,586.48	4,029.46	4,399.28	4,879.85
	Assistant	2,144.78	2,366.26	2,587.75	2,772.66	3,180.08
Baseball	Head	4,436.87	4,879.85	5,287.26	5,730.24	6,610.10
	Assistant	2,736.09	2,995.17	3,253.23	3,512.31	4,029.46
Basketball	Head	5,730.24	6,137.66	6,580.63	6,988.05	7,838.44
	Assistant	3,512.31	3,771.39	4,029.46	4,251.96	4,769.10
Bowling	Head	3,327.40	3,586.48	4,029.46	4,399.28	4,879.85
	Assistant	2,144.78	2,366.26	2,587.75	2,772.66	3,180.08
Cheerleader	Head	6,137.66	6,580.63	6,988.05	7,431.02	8,281.42
	Assistant	2,736.09	2,995.17	3,253.23	3,512.31	4,029.46
Conditioning Specialist	Per sport season	776.22	961.14	1,146.05	1,330.96	1,664.21
Cross Country	Head	3,586.48	4,029.46	4,436.87	4,879.85	5,730.24
	Assistant	2,217.93	2,477.01	2,736.09	2,995.17	3,512.31
Football	Head	6,137.66	6,580.63	6,988.05	7,431.02	8,281.42
	Assistant	3,771.39	4,029.46	4,251.96	4,511.04	5,028.18
Golf	Head	3,586.48	4,029.46	4,436.87	4,879.85	5,730.24
	Assistant	2,217.93	2,477.01	2,736.09	2,995.17	3,512.31
Soccer	Head	4,436.87	4,879.85	5,287.26	5,730.24	6,580.63
	Assistant	2,736.09	2,995.17	3,253.23	3,512.31	4,029.46
Softball	Head	4,436.87	4,879.85	5,287.26	5,730.24	6,580.63
	Assistant	2,736.09	2,995.17	3,253.23	3,512.31	4,029.46
Swimming and Diving	Head	3,586.48	4,029.46	4,436.87	4,879.85	5,730.24
	Assistant	2,217.93	2,477.01	2,736.09	2,995.17	3,512.31
Tennis	Head	3,586.48	4,029.46	4,436.87	4,879.85	5,730.24
	Assistant	2,217.93	2,477.01	2,736.09	2,995.17	3,512.31
Track	Head	4,436.87	4,879.85	5,287.26	5,730.24	6,580.63
	Assistant	2,736.09	2,995.17	3,253.23	3,512.31	4,029.46
Volleyball	Head	5,287.26	5,730.24	6,137.66	6,580.63	7,431.02
	Assistant	3,253.23	3,512.31	3,771.39	4,029.46	4,511.04
Wrestling	Head	5,287.26	5,730.24	6,137.66	6,580.63	7,431.02
	Assistant	3,253.23	3,512.31	3,771.39	4,029.46	4,511.04

<b>Middle School</b>		<b>Advanced</b>				
<b>Position</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
All Sports	Head	3,068.32	3,327.40	3,623.06	3,882.14	4,399.28
	Assistant	2,144.78	2,366.26	2,587.75	2,772.66	3,180.08

<b>Elementary School</b>		<b>Advanced</b>				
<b>Position</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Per session (Minimum 45 minutes per session)		27.74	35.12	38.82	46.21	64.70



## 2020-21 TEA Non-Athletic Salary Schedule

Non-Athletic Activities		Advanced				
Position		Step 1	Step 2	Step 3	Step 4	Step 5
Academic Coaches	High School (per season)	1,774.95	1,922.27	2,033.02	2,181.35	2,477.01
	Middle School (per season)	1,479.30	1,626.62	1,774.95	1,922.27	2,181.35
ASB Advisor	High School (per year)	5,287.26	5,730.24	6,137.66	6,580.63	7,431.02
	Middle School (per year)	4,436.87	4,879.85	5,287.26	5,730.24	6,580.63
Chess Club Advisor	High School (per year)	850.39	998.73	1,182.62	1,367.54	1,664.21
Activity Advisor	High School (per year)	850.39	998.73	1,182.62	1,367.54	1,664.21
	Middle School (per year)	554.74	702.06	886.97	1,071.88	1,405.13
Dance Squad/Drill Team	Per year	4,436.87	4,879.85	5,287.26	5,730.24	6,580.63

Senior Class Advisor	Per year	2,032.00
Junior Class Advisor	Per year	894.53
Sophomore Class Advisor	Per year	1,524.00
Freshmen Class Advisor	Per year	1,524.00
Ticket Taker/Seller	Per hour	17.23
Announcer	Per hour	17.23
Time Keeper	Per hour	17.23
Events Supervisor	Per hour	17.23
Internal or Assessment	Step 1	1,782.06
Facilitator (per year)	Step 2	2,227.07
Building Volunteer Coordinator	Per year	1,113.54
Special Olympics Coach	Per year	742.70

<b>Other Activities:</b> Activity to be approved by supervisor and Association President or designee and stipend amount determined prior to the issuance of letter of intent		
Chemical Hygiene Officer	High School	1,615.44

**Notes:**

Annual Increase is 1.6%

### Section 7.2 Step Placement and Advancement

7.2.1 Initial step placement on the salary schedule should be in accordance with the following rules:

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

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

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

### Section 7.3 Extended Season Pay

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

- A. Post-season pay will become effective after the completion of league competition.
- B. Coaches will be compensated at a per diem rate to be calculated as follows: Number of weeks per regular WIAA season x 5 days per week= total days. Regular season coaching stipend divided by total days= per diem rate.
- C. Extended season compensation will be paid for practice on school days and for event days only.
- D. For co-ed sports (i.e., golf, tennis, cross country) where post-season play occurs at separate sites, the head coach and one additional coach may be eligible for extended season pay if students of both genders qualify for league competition.

### Section 7.4 Payment Options and Deductions

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

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

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

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

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

Section 7.5 Hourly Conversion

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

Section 7.6 Travel

- 7.6.1 Employees authorized to use their private automobile to travel on District business or who, by the nature of their assignment, must travel between worksites shall be compensated at the District provided rate, but not less than the IRS rate. Additionally, employees who are required to travel outside the District on District business shall be reimbursed for actual meal and lodging expenses, if any.
- 7.6.2 For District approved, but voluntary, out-of-District events or visitations, the employee shall be reimbursed for those expenses incurred through travel, meals, and lodging per District policy.
- 7.6.3 The cost of substitutes that are needed or required shall be paid by the District.

Section 7.7 Approved Absence

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

ARTICLE VIII- TERM AND SEPARABILITY OF PROVISIONS

Section 8.1

The term of this Agreement shall be September 1, 2019, to August 31, 2022.

Section 8.2

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

Section 8.3

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

**Letter of Agreement-Athletics and Activities Base Salary**

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

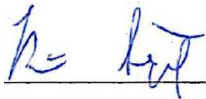
Base salaries for both 2017-18 and 2018-2019 shall mean \$36,521 multiplied by .94 which is equal to \$34,329.74.

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

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

TUKWILA EDUCATION ASSOCIATION

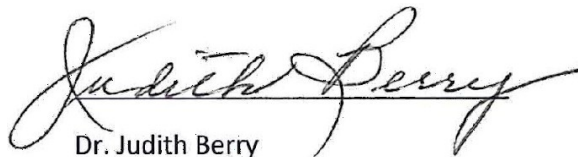
TUKWILA SCHOOL DISTRICT



Brian Seigel

President Tukwila Education Association

Date: \_\_\_\_\_



Dr. Judith Berry

Superintendent Tukwila School District#406

Date: \_\_\_\_\_