

EXTRACURRICULAR

Negotiated Agreement

2019-2022

Between



&

**Walla Walla Valley Education
Association**

Revised July 2019

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**Agreement Between
Walla Walla Public Schools
and
Walla Walla Valley Education Association Extracurricular Employees**

PREAMBLE

In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter the Act); and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of the excluded-extracurricular classified employees of the Walla Walla School District, this Agreement was originally entered into for the 2000-2001 school year and will continue in force as amended during annual negotiations.

ARTICLE I: ADMINISTRATION

The District hereby recognizes the Walla Walla Excluded Extracurricular Classified Employees/Walla Walla Valley Education Association (hereinafter referred as the Association) as the exclusive bargaining representative for all extracurricular classified employees in the bargaining unit holding supplemental contracts within the District that do not require OSPI teaching certification. Such representation shall exclude any person whose duties as athletic director or secretary necessarily imply a confidential relationship to the executive head or to the Board of Directors pursuant to RCW 41.56.030 (2).

SECTION 1: DEFINITIONS

Employee: The term "employee" when used herein-after in the Agreement shall refer to employees who are not required to hold a teaching certificate and are represented by the Association in the bargaining unit as defined above.

Regular district employee: A person who is employed by the district in a capacity in addition to their extracurricular assignment, i.e. teacher, custodian, bus driver, etc.

Gender: Words used in this Agreement denoting gender shall mean masculine and feminine unless a specific context requires otherwise.

SECTION 2: STATUS OF AGREEMENT

Throughout this Agreement certain rights and functions are accorded and ascribed to the Association which are in addition to the rights and function provided for in the rules, regulations, policies, resolutions, and practices of the District. These rights and functions are afforded to the Association as the legal representative for all employees covered under this Agreement.

This agreement shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with, its terms (to the extent of conflict only).

Existing rules, regulations, policies, resolutions, procedures or practices of the District not in conflict with this Agreement may remain in full force and effect at the discretion of the Board.

SECTION 3: MANAGEMENT RIGHTS

The District retains the right, unless modified by specific provisions within this Agreement, to direct all employees; hire, promote, demote, assign, reassign, determine the duties of, and retain employees and to suspend or discharge them prior to the end of their contract for sufficient cause; relieve employees from duties because of lack of work or other legitimate reasons; determine the method, number, and kinds of personnel required. The foregoing enumerated functions of the District shall not be deemed to exclude other functions of the District not specifically set forth.

SECTION 4: NO STRIKE NO LOCKOUT

During the term of this Agreement there shall be no strike or other economic action by the Association and no lockout or other economic action by the District.

SECTION 5: CONFORMITY TO LAW

This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provision of the contract, or any application of this Agreement to any employees covered hereby shall be found contrary to law by a mutually agreed upon arbitrator, 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.

If any provision of this Agreement is so held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as reasonably possible.

SECTION 6: PUBLICATION OF AGREEMENT

The District shall publish this agreement on the district website

SECTION 7: FILLING OPEN POSITIONS

Positions determined by the district to be open shall be posted first within the building and then within the district.

ARTICLE II: BUSINESS

SECTION 1: EXCLUSIVE PROFESSIONAL DUES RIGHTS

It will be the voluntary option of extracurricular classified employees who are members of the Association and who are covered by this Agreement to pay dues and assessments directly to the Association.

In the event an employee is a dues paying member of another WEA bargaining unit, she/he will not be required to pay additional Association dues under this Agreement. The bargaining unit will establish local dues for non-WWVEA members who choose to join.

SECTION 2: ASSOCIATION RIGHTS AND PRIVILEGES

- A. **Meeting with Superintendent and/or Designee:** The Association's representatives may meet with the Superintendent and/or Principal and Athletic Director from time to time during the school year to review and discuss current extra-curricular problems and practices, and the administration of this Agreement.
- B. **Requested Information:** The District shall furnish the Association upon request, information concerning the financial resources of the District, including but not limited to annual financial reports and audits, register of employees, agendas and minutes of all Board meetings and names and addresses of all employees.
- C. **Protocol for Parent/Student Athlete Complaint:** The following procedure will be followed if a parent or student athlete has a question or concern about the athlete's sports participation.
- 1) Parent or student athlete will arrange a meeting with the athlete's coach and head coach. (The meeting is not to occur at the conclusion of a contest or at practice.)
 - 2) If the issue is unresolved or the athlete or parents continue to have concerns about how the situation is being handled they are to request a meeting with the building athletic director, outlining their specific concerns.
 - 3) If the issue remains unresolved, the parent and/or athlete are advised to take the issue to the building principal. Within 48 hours the principal shall schedule a meeting with the parent AND athlete, the athletic director, the athlete's individual coach, the head coach, and the building principal
 - 4) If the issue is not resolved at the building level, the parent and/or athlete may then choose to take the concern to the district's Human Resource Director.
- *The coach may request to be represented by the Association at any of the meetings or conferences.
- **Any parent and athlete complaint that skips the process presented above will have the procedure explained to them by district personnel who will suggest that the parent and athlete contact the athlete's head coach to begin the procedure outlined above.
- D. **Meeting Sites:** The Association and its affiliates may use District buildings for meetings and to transact official business except priority shall be given to instructional use or building staff meetings. Prior arrangements must be made.
- E. **Posting of Association Notices:** The Association and its affiliate shall have the right to post notices of their activities and matters of Association concern on a bulletin board in each faculty lounge.

SECTION 3: EMPLOYEE RIGHTS

- A. **Right to Join and Support Association:** Employees shall have the right to self-organization, to form, join or assist the Association, to bargain collectively. The Board shall not discriminate against any employee by reason of membership in the Association, participation in any grievances, complaints of proceeding under this Agreement.

- B. Right to Due Process:** No employee shall be discharged prior to the end of his or her supplemental contract term without just cause.

ARTICLE III: PERSONNEL FILES

SECTION 1: PROCEDURE

1. There shall be an official file kept within the District. Employees shall, upon request, have the right to inspect all contents of their complete extracurricular contract file. An administrator may be present at this inspection. An additional employee of the District, or representative of the Association at the employee's request, may be present in this review.
2. Any written derogatory statements received by the District shall be brought to the attention of the employee within fifteen (15) working days, and prior to placing in the employee's personnel file. Anonymous letters shall not be placed in the personnel file.
3. Derogatory statements, with the exception of those relating to proven abuse of children, may be removed from the employee's personnel files and kept elsewhere within the district upon the written request of the employee after three continuous years of service. An employee shall have the right to attach her/his own written comments relating to material in the file.

SECTION 2: CONTENTS OF PERSONNEL FILE

1. The personnel file for each employee maintained by the District shall include at least the following information:
 - a. Copies of annual extracurricular contracts
 - b. Copies of other information relating to salary and benefits
 - c. Certifications
 - d. Correspondence
 - e. All final evaluation forms including attachments

SECTION 3: CRIMINAL INVESTIGATION FILE

Materials retained from a criminal investigation or prosecution will be kept in a file separate from an employee's personnel file. Only the final discipline letters retained from the investigation or prosecution will be placed in the employee's personnel file.

SECTION 4: REQUESTS FOR PERSONAL INFORMATION

Performance evaluations and certain other personal data are generally not considered to be public information. However, nothing in this agreement precludes the District from providing documents in accordance with public disclosure laws. The District will notify the employee prior to the release of any requested document(s).

ARTICLE IV: EMPLOYEE EVALUATION

SECTION 1: PROCEDURES

1. The Building Athletic Director shall be designated as the evaluator(s) for all head coaching positions. Assistant Coaches shall be evaluated by the Athletic Director with input by the Head Coach.
2. The Evaluation Criteria and Procedures shall be available for all head and assistant coaches prior to the start of their assignment.
3. The employee's signature on the evaluation form indicates that the employee has read and discussed the evaluation, but does not imply agreement. The employee shall have the exclusive right to attach a statement to the evaluation.
4. Distribution of the final Evaluation Form shall be as follows: one to the employee, one to the evaluator, and one to the personnel file.
5. Evaluations will follow a four-point rubric. (Unsatisfactory, Satisfactory, Proficient, Distinguished) (2013) **Appendix B**
6. The principal or designee as deemed necessary may evaluate extracurricular supervisors who are not high school head coaches.

ARTICLE V: EMPLOYEE PROTECTION

SECTION I: LIABILITY INSURANCE

The District shall purchase public liability insurance in the amount of ten million dollars (\$10,000,000) per occurrence and the District shall include the employees (within the scope of their employment) as named insured under the general liability insurance policy of the District.

SECTION 2: NOTIFICATION WHEN THREATENED

An employee who is threatened by any person or group while carrying out assigned duties shall immediately notify her/his immediate supervisor. The supervisor shall notify the Superintendent or designee, and, if necessary, the police. Immediate steps shall be taken, in cooperation with the employee, to provide for the employee's safety. Precautionary measures for the employee's safety shall be reported to the Superintendent or designee at the earliest possible time.

Employees may use necessary measures with a student, patron, or other person as is necessary to protect herself/himself, a fellow employee, a teacher, an administrator or another student from attack, physical abuse or injury, or to prevent damage to District property. The employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area.

SECTION 3: CARE AND TREATMENT OF INJURIES

Extracurricular supervisors are responsible for making decisions pertaining to care and treatment of injuries according to district policy and procedure.

SECTION 4: TRAINING AND PROFESSIONAL GROWTH

The District will provide CPR and first aid training as required at no cost to the employee.

Requests for professional growth for coaches shall be made to the Coaches' Professional Growth Committee. The district will provide an annual professional growth budget of \$15,000 to be administered by the District Director of Athletics.

The Coaches' Professional growth Committee shall be comprised of: Two (2) spring high school head coaches, one (1) fall high school head coach, one (1) winter high school head coach and one (1) member of the high school negotiating team. The responsibility of the committee will be to review and make decisions regarding applications for professional growth from district athletic coaches and to determine, develop, and recommend district-wide coaching staff professional growth activities.

SECTION 5: PROFESSIONAL MEMBERSHIPS

The District Director of Athletics shall purchase memberships in the Washington State Coaches Association for any contracted high school athletic coach who requests membership. Middle level coaches may request use of professional growth funds to purchase membership.

SECTION 6: DUTIES

In the event a regular employee of the District must attend events away from the District, the District will attempt to secure and provide appropriate coverage as available for the employee's other regularly scheduled employment with the School District.

Employees will establish the activity schedule including ending times for any event, rehearsal or practice as the record of routine. That schedule will be distributed to the student participants and parents with a copy submitted to the building principal and or athletic director.

SECTION 7: REIMBURSEMENT AND REPLACEMENT

The District will provide insurance coverage under its present policy to cover the costs of loss of property (excluding cash) sustained in the course of employment. In addition, the board will develop a \$6,000 fund for the purpose of settling personal property claims utilizing procedures developed jointly by the Association and the District. Such procedures shall address the registration of some items, precautionary measures, limitations, and method of payment.

SECTION 8: NOTIFICATION OF POLICE

An employee must report a theft, vandalism, or assault to the appropriate police officials within seventy-two (72) hours of knowledge of the incident.

SECTION 9: COMPLAINT PROCEDURES

Procedures for dealing with complaints about a supervisor of an extracurricular program are available in the principal's office in each building, the athletic office in each secondary school and the District Administration Building.

ARTICLE VI: CONTRACTS, WORKDAY AND PAYMENT

SECTION 1: BASIC INDIVIDUAL EMPLOYEE CONTRACTS

All basic individual employee contracts shall be subject to and consistent with Washington State laws and the terms and conditions of the Contract. If any individual employee Contract contains any language inconsistent with the Agreement, the Agreement, during its duration, shall be controlling.

SECTION 2: ISSUANCE OF CONTRACT

Individual extracurricular contracts will be provided for employees prior to assuming their duties. An employee may not assume her or his duties until required endorsements and certifications are secured and she or he has signed an extracurricular contract.

SECTION 3: LENGTH OF CONTRACT

Each employee shall be issued an individual employment contract for the extracurricular activity to be performed. All extracurricular employment contracts are considered supplemental contracts and, when issued, are not continuing contracts within the scope of RCW 28A.405.210. The term of the extracurricular contract will only be for the length of time as specified in the contract. All individual employment contracts shall be subject to and consistent with Washington State statutes and this Agreement.

For athletics, extended season is defined as play beyond the last scheduled league or non-league contest. The regular season begins on the first official WIAA sanctioned turnout date for that season. The regular season ends with the completion of the last, regularly scheduled contest. Any contest beyond that is considered post-season.

Coaches who qualify for post season competition shall be paid their regular season weekly salary for each full week of post season competition.

The following maximum number of coaches for each varsity team may qualify for post season compensation. It is understood that there are separate girls' and boys' teams in cross country, basketball, track, golf, soccer, swimming and tennis. The athletic trainer and the dance coach shall be paid a stipend for their post season duties that will be determined by the athletic director.

Football	6 coaches	Track	head coach qualifier's event coach
Cross Country	1 coach/individual qualifier(s) 2 coaches/full team	Baseball	3 coaches
Swimming	2 coaches	Softball	3 coaches
Volleyball	3 coaches	Soccer	3 coaches
Basketball	3 coaches	Golf, Bowling, Cheer, Dance	1 coach per team
Wrestling	1 coach/one qualifier 2 coaches/more than one qualifier	Tennis	1 coach/one singles or one doubles 2 coaches/more than one qualifier

SECTION 4: OUT OF SEASON ADDITIONAL RESPONSIBILITY FUND

The District will provide a fund that is intended to recognize additional time and responsibility assumed outside the regular WIAA sanctioned seasons.

The District will provide an annual budget of \$33,000 in this Additional Responsibilities Fund to be administered by the District Athletic Director.

Allowable activities include camps, tournaments, Spring/Summer practices, or other activities approved by the district athletic director. Allocations from the Additional Responsibilities Fund will be made at the rate of \$50 per day of service with a limit of \$600 per person per sport. Any remaining dollars would be dispersed at a prorated basis for unpaid days worked.

SECTION 5: PAYMENT

In accordance with this Agreement, all employees shall be paid their basic contract as per current district payment options.

An employee receiving an overpayment or underpayment has an obligation to notify the payroll office. Errors made in payment will be corrected as promptly as possible, with due consideration given to avoid employee hardships. Employees who receive an overpayment by the District will have the following options for repayment:

1. Lump sum repayment.
2. Equal payments to be completed by the end of the school year.
3. If an employee terminates, the remainder of any overpayment shall be due in full upon termination.

Any error which results in incorrect salary schedule placement will be corrected by District payment or employee repayment only from the present year. Prior year's placement error will be adjusted only if such error is brought to the attention of Human Resources prior to October 1 of the present year.

SECTION 6: SALARY CRITERIA

Full experience increments shall be paid effective the first working day of the season.

Full credit will be given for experience at the same level in accredited public school districts or approved job related experience.

Middle School Coaches with successful Walla Walla Public Schools coaching experience may be awarded up to three years experience credit for salary placement purposes.

Requests for increases in salary must be accompanied by data collected from a consortium of similar size schools consisting of three Mid-Columbia Conference districts, one east side district that is not in the Mid-Columbia Conference and two districts from the west side of the state. Suggested member districts of this consortium would be Kennewick, Pasco, Richland, Wenatchee, Moses Lake, Yakima, Bremerton, Mount Vernon and Sunnyside. Walla Walla Public Schools Human Resources will approve the survey, distribute the survey and tally the results.

SECTION 7: LEAVES

All leave requests for regular district employees shall be handled according to their respective negotiated agreement with the district for their regular job. Leaves for extracurricular supervisors who are not regular employees of the district shall be handled on a case by case individual basis.. Leave requests must be approved by the WWPS Athletic Director. Contract pay may be adjusted on a pro-rated basis for leaves.

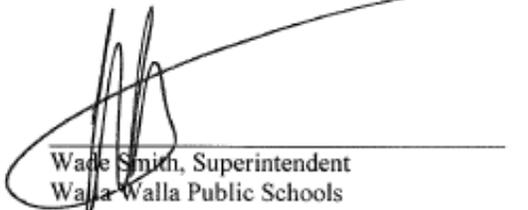
SECTION 7: DURATION

This Agreement shall remain in full force and effect from September 1, 2019 to and including August 31, 2022. Either party may, upon written notice no later than sixty (60) days before August 31, 2022, give notice of its intent to negotiate a successor Agreement. Upon mutual consent of both parties, this Agreement may be modified at any time.

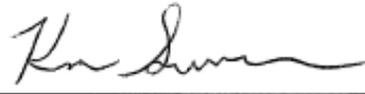
IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 23rd day of August 2019.

WALLA WALLA PUBLIC SCHOOLS

WALLA WALLA VALLEY EDUCATION ASSOCIATION
FOR WALLA WALLA EXTRACURRICULAR
CLASSIFIED EMPLOYEES



Wade Smith, Superintendent
Walla Walla Public Schools



Keith Swanson, President
Walla Walla Valley Education Association

WALLA WALLA PUBLIC SCHOOLS
EXTRACURRICULAR SALARY SCHEDULE (teacher certification not required)
2019-2022

ATHLETIC POSITIONS

Group One

HS Head Football
HS Head Basketball

Group Two

HS Head Wrestling

Group Three

HS Head Baseball
HS Head Softball, Fastpitch
HS Head Soccer
HS Head Swimming
HS Head Volleyball
HS Head Cross Country
HS Head Track**
HS Head Tennis
HS Head Golf
HS Bowling

Group Four

HS Assistant Football
HS Assistant Basketball
HS Head Cheer (Fall, Winter)
HS Dance (Fall, Winter)

Group Five

HS Assistant Baseball
HS Assistant Softball, Fastpitch

HS Assistant Soccer
HS Assistant Golf
HS Assistant Swimming
HS Assistant Volleyball
HS Assistant Cross Country
HS Assistant Track
HS Assistant Tennis
HS Assistant Wrestling
HS Head Softball, Slowpitch

Group Six

LHS Head Coaches
MS Head Coaches (7th and 8th grade)
Game Supervision (Fall, Winter)
HS Assistant Cheer (Fall, Winter)
HS Assistant Softball, Slowpitch
HS Summer Weights

Group Seven

MS Assistant Coaches
HS Athletic Events Coordinator (per season)

Group Eight

Group Nine

Fifth and Sixth Grade Sports (per sport)
Unified Sports Coach

NOTE: Coaches dropping to a lower level within the same or similar sport shall be given credit for their previous years of experience in that sport. Coaches new to the district shall be given credit for previous coaching experience at the same or higher level in the same or similar sport to which they are assigned. Placement on Extracurricular Salary Schedule will be determined by the District Athletic Director.

**If two qualified track coaches are not available and one assumes the head coaching responsibilities for both teams – that coach will be paid on Group One.

Assistant coaches moving to the head coaching position will be positioned on the salary schedule by the district athletic director so that their compensation is commensurate with their increased responsibilities.

2019-20 NOTE: Existing contracts for Assistant Head Coaches and Summer Weights will be grandfathered in 2018-19 Groups.

NON-ATHLETIC POSITIONS

Group Three

HS Accompanist

Group Four

Auditorium Coordinator
*Technology Coordinator Level II

Group Five

*Technology Coordinator Level I

Group Seven

Southeastern Wash. Fair Coordinator

Group Eight

HS Knowledge Bowl Supervisor
HS FIRST Robotics Advisor

Group Nine

ES Safety Patrol Supervisor
HS/MS National Honor Society

Group Eleven

ES Math Coach

*These positions are under discussion for possible revision(s).

Process for adding additional positions to this schedule: With approval of the Assistant Superintendent requests will be presented to the bargaining team for determination.

**WALLA WALLA PUBLIC SCHOOLS
EXTRACURRICULAR SALARY SCHEDULE
2019-2022**

Note: Steps indicate years of service for a specific position within a group. Steps 10, 15 and 20 indicate years of service for a specific position within a group with Walla Walla Public Schools.

	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 10</i>	<i>Step 15</i>	<i>Step 20</i>
<i>Group</i>								
<i>One</i>	\$5,321	\$5,853	\$6,438	\$7,082	\$7,790	\$8,570	\$9,426	\$9,897
<i>Two</i>	\$4,634	\$5,097	\$5,607	\$6,168	\$6,785	\$7,463	\$8,209	\$8,619
<i>Three</i>	\$4,343	\$4,777	\$5,255	\$5,780	\$6,358	\$6,994	\$7,693	\$8,078
<i>Four</i>	\$3,398	\$3,738	\$4,112	\$4,522	\$4,975	\$5,472	\$6,019	\$6,321
<i>Five</i>	\$3,021	\$3,323	\$3,655	\$4,020	\$4,422	\$4,864	\$5,351	\$5,619
<i>Six</i>	\$2,157	\$2,372	\$2,609	\$2,871	\$3,158	\$3,474	\$3,821	\$4,013
<i>Seven</i>	\$1,717	\$1,889	\$2,077	\$2,285	\$2,514	\$2,765	\$3,042	\$3,194
<i>Eight</i>	\$1,104	\$1,214	\$1,336	\$1,469	\$1,616	\$1,778	\$1,956	\$2,054
<i>Nine</i>	\$712	\$783	\$861	\$947	\$1,043	\$1,147	\$1,261	\$1,324
<i>Ten</i>	\$519	\$571	\$628	\$691	\$760	\$836	\$919	\$965
<i>Eleven</i>	\$443	\$487	\$536	\$590	\$649	\$713	\$785	\$824

APPENDIX B

WALLA WALLA HIGH SCHOOL HEAD COACHING EVALUATION

Coach: _____ School: _____ Sport: _____ Year: _____

Coaching Assignments: _____

4. Distinguished 3. Proficient 2. Satisfactory 1. Unsatisfactory (NA) Not Applicable or Not Observed

Model

- ___ Demonstrates appropriate adult behavior
- ___ Works cooperatively and effectively as an adult problem solver
- ___ Communicates professionally
- ___ Demonstrates the ability to be an effective mentor
- ___ Demonstrates loyalty to the building's coaching staff.

Technician

- ___ Demonstrates a working knowledge of the game
- ___ Understands, abides by and implements the rules of the game
- ___ Develops appropriate strategies for encouraging positive individual and team performance
- ___ Establishes coaching techniques appropriate to the ability of the individual athlete

Teacher

- ___ Organizes instruction so that students learn
- ___ Evaluates team and individual progress

Manager

- ___ Plans game strategies
- ___ Plans practices and trips
- ___ Organizes procedures that execute plans efficiently and effectively
- ___ Develops a plan that maintains a current and safe inventory of athletic supplies and equipment
- ___ Operates their program within a current fiscal budget

Motivator

- ___ Is respected and liked by students
- ___ Promotes dignity and respect for students and parents
- ___ Respects adult and student individuality

Communicator

____ Works effectively with the public and media

____ Models adult problem solving techniques

Team Member

____ Works as part of an educational team within the District and school sports program

Supervisor

____ Demonstrates the ability to implement and evaluate the sport program within the District Athletic

Program

____ Provides input in the evaluation of coaches within the specific sport

____ Supports and expects high behavioral standards for coaches, parents and athletes

Areas of Strength:

Areas of Improvement:

Comments:

Overall Performance: _____

Recommendation: _____

The coach's signature below indicates receipt of this evaluation report only and does not imply agreement with the contents of the report.

Signature of Evaluator: _____ Signature of Coach: _____