

2014 – 2017

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**EVERETT COACHES / EXTRACURRICULAR
ASSOCIATION**

AND THE

EVERETT SCHOOL DISTRICT NO. 2

**Effective
September 1, 2014 through August 31, 2017**

EVERETT COACHES/EXTRACURRICULAR ASSOCIATION
AND THE
EVERETT SHOOOL DISTRICT NO. 2
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COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
EVERETT COACHES / EXTRACURRICULAR ASSOCIATION
AND THE
EVERETT SCHOOL DISTRICT NO. 2
Effective September 1, 2014 through August 31, 2017

ARTICLE 1 - RECOGNITION AND DEFINITIONS

SECTION 1.01 – RECOGNITION

Pursuant to RCW 41.56, the Everett School District No. 2 (hereinafter "District") hereby recognizes the Everett Coaches / Extracurricular Association ("ECEA") (hereinafter "Association") as an employee organization and exclusive bargaining representative for all employees in extracurricular positions in the District for which no OSPI or District certification is required.

SECTION 1.02 – DEFINITIONS

Unless the context in which they are used clearly requires otherwise, when used in this Agreement:

The term "Agreement" shall mean this collective bargaining agreement.

The term "Association" shall mean the Everett Coaches / Extracurricular Association ("ECEA").

The term "District" shall mean the Everett School District No. 2.

The term "employee" shall refer to all employees represented by the Association in the bargaining unit as defined in Article I, Section 1.01 - Recognition and contracted to perform extracurricular duties as a supplemental assignment.

The term "supplemental assignment" shall mean an assignment for performance of specified services during a specified school year and not in continuing contract status.

The term "days" shall mean calendar days unless otherwise specifically defined in this Agreement.

Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall include both the masculine and feminine.

Other terms shall be given their ordinary and common-day meaning unless otherwise specifically defined in this Agreement.

ARTICLE 2 - STATUS AND ADMINISTRATION OF AGREEMENT

SECTION 2.01 – MUTUAL CONSENT

This Agreement may be amended or modified during its term only with the mutual consent of both parties.

SECTION 2.02 – RELATIONSHIP TO EXISTING WRITTEN RULES, REGULATIONS, POLICIES OR RESOLUTIONS

This Agreement shall supersede any written rules, regulations, policies or resolutions of the District which are contrary to its express terms.

SECTION 2.03 – 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 this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to the law, such provision or application shall have the effect only to the extent permitted by law and all other provisions or applications of this Agreement shall continue in full force and effect.

SECTION 2.04 – DISTRIBUTION OF AGREEMENT

Copies will be provided on request. The District will also post the Agreement on the District's website.

ARTICLE 3 - MANAGEMENT RIGHTS

SECTION 3.01 – MANAGEMENT RIGHTS

The parties jointly recognize that pursuant to laws of Washington State, the Board, as elected citizens, has the responsibility for formulation and implementation of policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended or to be implied by any provision of this Agreement.

In accordance with and subject to applicable laws, regulations and provisions of this Agreement, the Board retains the exclusive right to manage the District and to direct its employees. Further, the Board retains the right to delegate such management rights to management personnel, but only to the extent allowed by law or regulations.

The parties recognize the District's right to not continue in existence any of its present programs in their present form, location or on any other basis.

ARTICLE 4 - ASSOCIATION RIGHTS

SECTION 4.01 – ACCESS

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.

SECTION 4.02 – MEMBERSHIP COMMUNICATION

The Association is allowed to use bulletin board space in each school set aside for the use of the Association to post notices of their activities and matters of organizational concern. Such bulletin board space shall ordinarily not be available to students and the public.

The Association will have the right to use the District email service, mail service and mailboxes for Association communication provided said use does not require added costs for the District, consistent with legal requirements. An Association official shall be responsible for placing such notices in the mailboxes.

The Association, in the exercise of the privileges granted herein, shall not violate any state or federal law.

SECTION 4.03 – ASSOCIATION DUES DEDUCTION

- A. The Association shall give written notice to the District of the dollar amount of dues of the Association to be deducted in the coming year under payroll deductions.
- B. Dues deduction forms must be delivered to Payroll within thirty (30) days from the start of school, or within thirty (30) days of an individual's beginning date of employment.
- C. The deductions authorized by written authorization of the employee shall be made in equal amounts for each month the employee is to receive a pay warrant. The District agrees to remit directly to the Association all monies so deducted, accompanied by a list of employees from whom the deduction has been made. A duplicate list shall be provided the Association as receipt for said transaction.
- D. A dues authorization shall continue in effect from year to year unless a request of revocation is submitted to the District and the Association, signed by the employee, and received between August 1 and August 31 preceding the designated school year for which revocation is to take place.

SECTION 4.04 – BARGAINING UNIT INFORMATION

By October 1 of each year, the District will annually report to the Association the name, school, position(s) held, and salary amount(s) for each member of the bargaining unit.

The District will also provide on the last work day of each month from September through June a report to the association with the name, school, positions(s) held, and salary amounts for each member of the bargaining unit approved for hire by the Board in that month. The September report will include those members approved for hire by the Board during the months of July, August, and September.

SECTION 4.05 – ASSOCIATION RIGHTS

The District recognizes gathering input from membership affected, prior to making a program change, may assist with a final decision. Reasonable effort will be made to allow for membership input to occur.

ARTICLE 5 - EMPLOYEE RIGHTS

SECTION 5.01 – INDIVIDUAL RIGHTS

The District and the Association affirm their adherence to the principles of free choice and agree that the obligations of law related to non-discrimination will be met by the Association and District. Neither the District nor Association will engage in discrimination of any kind that infringes on the civil or human rights of employees. The District acknowledges the right of its employees to a private and personal life except as may be impacted by law.

SECTION 5.02 – RIGHT TO JOIN AND SUPPORT ASSOCIATION

Employees have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. The District will not discriminate against any employee who exercises rights under this Agreement. The District will inform all those newly employed personnel at the time of their employment that the Association is their bargaining representative.

Those employees who are members in good standing of the Union shall maintain that membership as a condition of employment for the life of this Agreement.

New employees hired subsequent to the ratification of this Agreement shall, as a condition of employment, either join the Association within thirty (30) days of their date of hire or pay to the Association a representation fee as their proportionate share of the Union's cost for bargaining activities.

Nothing contained herein shall require Association membership by employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to the representation fee to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122.

SECTION 5.03 – JUST CAUSE

- A. No employee shall be disciplined (defined as written warning and written reprimands) without just and sufficient cause. See Appendix B for background on the phrase "just and sufficient cause." The specific grounds forming the basis for such disciplinary action will be made available to the employee in writing.
- B. The District is committed to a policy of progressive discipline. Any disciplinary action shall be appropriate to the behavior which precipitates such action. Progressive discipline will be documented prior to discharge.
- C. An employee shall be entitled upon request to have present an Association representative during disciplinary action or any investigative meeting that may lead to disciplinary action. The Association may appoint any person of their choice to represent the employee as their Association representative. When such a request is made, the disciplinary action will not be taken until the representative has been given the opportunity to be present.

- D. Any complaint not promptly called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.
- E. No action shall be taken upon any complaint by a parent of a student toward an employee nor shall any notice thereof be included in said employee's personnel file unless such matter is reported within ten (10) days in writing to the employee concerned.
- F. Personnel actions that result in discharge or nonrenewal are not subject to the provisions of this section or the grievance procedure.
- G. The parties agree that employees are entitled to work in an environment free from any kind of harassment as defined in Board Policy No. 3205, including sexual harassment.

SECTION 5.04 – PERSONNEL FILES

Employees shall be permitted to inspect during normal District business hours the District's personnel files of the concerned employee kept in the Human Resources Department. Inspection must take place in the presence of an authorized secretarial employee as designated by the District, except that no prearranged appointment will be necessary for such inspection to occur. All materials placed in personnel files will have date of entry placed on them. Anyone, at the employee's request, may be present for this review.

Upon request, one (1) copy of any documents contained therein shall be afforded the employee at the employee's expense.

A copy of formal District generated written material concerning discipline will be furnished the employee at the time it is placed in the District personnel file.

Nothing in this Agreement shall be interpreted to limit an administrator's right to keep such records as are necessary to meet his/her responsibilities.

At the end of each school year, materials from a building administrator's working file will either be destroyed or transferred to the employee's District personnel file. Any material reviewed by the employee may be answered by the employee in writing. Such written responses shall become a part of the employee's District personnel file. Upon written request of the employee to the Executive Director of Human Resources, written warnings and reprimands which are more than three (3) years old shall be removed from the employee's District personnel file, unless the materials refer to behavior of a serious nature which could include but not be limited to inappropriate behavior with students, criminal acts and sexual harassment, provided there are no other disciplinary notices in his/her file.

Any incident not reduced to writing within thirty (30) days from the completion of the investigation of a reported incident shall not later be added to the personnel file.

SECTION 5.05 – EMPLOYEE PROTECTION

- A. The District shall legally defend an employee in civil actions, which are alleged to have been caused in whole or in part by the employee while performing or failing to perform assigned duties as an employee of the District under the provisions of the District's liability policy. Said liability policy shall be maintained at least at the dollar coverage provided on the effective date of this Agreement.

- B. Any case of assault or battery upon an employee during working hours shall be promptly reported to the employee's immediate supervisor. The District shall assist the employee in handling the incident by law enforcement authorities.
- C. The District shall provide employee protection through employee injury insurance as provided by law. Additionally the District shall provide personal property protection to the extent of \$1,000 per employee for each claim. This protection will apply when damage occurs to an employee's property when engaged in the maintenance of (1) order, (2) discipline and (3) the protection of school personnel and the property thereof when that is deemed necessary by the employee.
- D. During the term of this Agreement, the District will make a reasonable effort to provide each employee a safe and secure place for his/her personal belongings.
- E. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well-being. Employees believing that a condition is unsafe or hazardous shall notify the building principal or his/her designee in writing stating his/her concerns. The building principal or designee shall respond to such notification within three (3) working days. Employees shall recognize their responsibility to avoid actions, which endanger any other person or make a hazardous condition for other employees or students.
- F. The building athletic coordinator will establish an emergency contact communication plan for each building's athletic program. This plan will be approved by the building principal. This plan may include a request for a communication device. A copy of the plan will be provided to each head coach and the District athletic director prior to the fall season. The District athletic director will submit a copy to the Association upon request.
- G. Employees may request a copy of any concerns brought forward by parents to the building athletic coordinator and which have been documented in writing by the building athletic coordinator.

SECTION 5.06 – STUDENT DISCIPLINE

The District shall support employees in their use of prudent, legal and reasonable discipline measures to maintain order and discipline and to protect the safety and well being of students and employees.

SECTION 5.07 – SUPPLEMENTAL ASSIGNMENTS

Supplemental assignment letters for extracurricular positions will be issued and must be returned to the District before any service is performed. A reasonable effort will be made to make extracurricular assignments no later than the end of the first calendar week of September and supplemental assignment letters will be issued to the employees by that time so as to allow their return in time to meet the September payroll.

At the end of each season, the head coach of a program will meet with the building athletic director. At that meeting the head coach will inform the athletic director of their intent to return to coach the following season. The head coach will also provide such information on behalf of the program's assistant coaches. The district will reserve the right to non-renew a coach regardless of the coach's intent to return. The District will send assignment letters for each season via email to each coach according to the dates below. The letter will confirm the coach's employment status for the following year.

<u>Season</u>	<u>Notice Date</u>
High school fall, middle school season 1 and 2	January 15
High school winter, middle school season 3	April 15
High school spring, middle school season 4	June 15

SECTION 5.08 – POSITION OPENINGS

- A. Posting to the entire District staff and Association through a written notice as far in advance of the date of the opening, but in any event not less than one (1) week prior to the filling of the opening, shall be required for all new and vacant extracurricular activity positions. Such postings shall include, if known, specific assignment and school, the qualifications for the position, and the procedure for applying, assignment dates and rates of pay. During the school year, such postings shall be placed on the District website and shall be sent to the Association president. While in-building applicants will be fully considered, the District reserves the right to hire the best qualified applicant.
- B. Within ten (10) workdays after the expiration of the posting period, the District shall make known its decision as to which applicant has been selected to fill a position. Each applicant shall be notified of the selection.
- C. The posting requirements contained herein shall not be required for any assignment which becomes vacant within two (2) weeks prior to the starting date of the extracurricular activity or which becomes vacant after the extracurricular program has started for the current school year.
- D. Partial assignments that are for only a portion of the regular extracurricular season or position shall be noted in the posting for the position. Such assignments shall be offered in accordance with Section 6.02.F.
- E. An employee may hold only one position per sport per season, unless extenuating circumstances exist where a coach must fill two assignments, as approved by the District Athletic Director, in which case appropriate compensation shall be provided.

SECTION 5.09 – PROFESSIONAL DEVELOPMENT/COACHES MEMBERSHIP DUES

The District will offer professional development opportunities to bargaining unit members and notify employees that such opportunities are available. This notification will be provided to each individual employee as well as on the District's website.

SECTION 5.10 – LEAVE OF ABSENCE FOR COMPELLING PERSONAL REASONS

The District may grant a personal leave of absence for compelling personal reasons to employees covered by this Agreement provided the employee fully intends to return to the position. Granting of such leaves shall be at the discretion of the District, and an employee's request for a personal leave of absence may be granted or rejected in whole or in part by

the District. Personal leaves of absence will be without compensation or other benefits. Personal leaves of absence will be granted for up to one (1) year at any one (1) time.

ARTICLE 6 - COMPENSATION

SECTION 6.01 – SALARY DETERMINATION

All employees covered by this Agreement will be paid in accordance with the salary schedule set forth in Appendix A. For the 2015-16 work year, each of the wage rates on Appendix A shall be increased by the amount necessary when added to the percentage of the state funded salary raise for classified employees in the month such increase is effective to equal at least one percent (1%). For the 2016-17 work year each of the wage rates on Appendix A shall be increased by the percentage of the state funded salary raise for classified employees in the month such increase is effective. If the state provides classified employee salary increases in any manner other than the percentage increase commonly used in the past, this Agreement shall reopen solely for the purpose of determining how to apply the salary increase to the wage rates in Appendix A.

For the 2014-15 work year each of the wage rates on Appendix A shall be increased by 1.5%.

For the 2015-16 work year longevity step 8 will be changed to 7, longevity step 13 will be changed to 11; longevity step 18 will be changed to 15. Each step on the salary schedule will be 1.5% above the previous step.

For the 2016-17 work year additional longevity steps at Year 19 and 23 will be included in the salary schedule on Appendix A for each coaching or activity assignment that currently includes longevity steps. The Year 19 wage rate will be calculated as a 1.5% increase over step 15. The Year 23 wage rate will be calculated as a 1.5% increase over step 19.

No later than March 1, 2016, the District and Association shall form a committee to review and make recommendations regarding the classification of high school soccer and tennis coaching assignments on Appendix A. Each party shall select up to three members to serve on the committee. The committee shall make recommendations to the District and Association for changes to the salary schedule by June 1, 2016 for implementation on September 1, 2016. The committee recommendations may increase overall District costs by a minimum of seven thousand five hundred dollars (\$7,500) to a maximum of fifteen thousand dollars (\$15,000) if other costs this agreement are not realized. Any increased expenditures related to the elementary soccer stipend established effective September 1, 2015 or expansion of the elementary soccer program are not attributable to the costs associated with this agreement. With mutual agreement of the parties, the committee may be formed earlier and address other concerns about the structure of Appendix A.

SECTION 6.02 – PAYMENT PROVISIONS AND HOURS

- A. In the event of an error of under or overpayment, the District and the employee will work out a reasonable time for repayment.
- B. Employees leaving the employment of the District will be paid on the pay day which immediately follows the payroll cut-off date which occurs after date of termination.

- C. Employees will not receive additional compensation under this Agreement for work performed during regular work hours in a different assignment for which the employee is already compensated.
- D. Certain extracurricular assignments must be performed during the school day (such as safety patrol). Consequently, the designated additional hours available for such assignments (or that portion which falls within the school day) may be used to perform the non-certificated employee's regularly assigned duties that would otherwise have been performed during the school day, subject to the principal's advance approval. In these situations, the employee will be paid the appropriate hourly wage rate equivalent for the number of hours actually worked in each assignment during each work week, rather than the designated stipend.
- E. The hours of a coaching/advisor's position necessarily fluctuates. Employees will be paid the entire stipend due under this contract regardless of the number of hours worked in a particular workweek. 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 one work week. Employees must receive prior approval from the athletic director or principal before working more than forty (40) hours in one week. Employees working in an assignment covered by this agreement and another position with the District, who are not FLSA exempt and who work over forty (40) hours in one week combined shall receive overtime compensation equal to one and one-half times their regular hourly rates as proportionately blended. Employees must receive prior approval from their appropriate supervisor to work extra hours in either assignment.
- F. Extracurricular activity stipends may be split among two, three, or four individuals in respective increments of 0.5, 0.33, and 0.25, provided that: (1) such proportional assignment receives the verbal consent of the individuals so affected; (2) the Association receives prior notification of the split assignment; and (3) there is proportional reduction in the duties or time for the position. The District will notify the Association, in writing, at the same time an employee is offered a partial (less than 1.0) assignment. In the event that the head coach chooses to split his or her stipend, one person shall be the designated head coach regardless of the portion of stipend he or she receives. This person shall be determined between the coaches splitting the stipend and the building athletic coordinator.
- G. Employees potentially eligible for overtime (non-certificated) may not work overtime hours without written approval from the appropriate supervisor.
- H. The total stipend, as identified in Appendix A – Salary Schedule Exhibit, shall be guaranteed to the employee regardless of the hours worked so long as the assignment is completed.
- I. (1) All employees shall receive payment pro-rated over the months worked in the position. Employees will receive notification of the payment options upon being hired and will make their selection of payment option at that time.

(2) An employee who wants to receive a lump sum payment following completion of the assignment must submit an irrevocable annual written election to do so prior to the first day of work in the position.

(3) Those employees receiving payment pro-rated over the twelve (12) months of the school year as of March 22, 2011 may make an irrevocable annual written election prior to the first day of work in the position to pro-rate their stipend from the beginning of the season to the end of the fiscal year on August 31.

(4) Overpayments due to resignations or interruptions in service in an extracurricular position may be deducted from the remaining salary payments owed to the employee, subject to Section 6.02.A.

SECTION 6.03 – TRAVEL AND SUBSISTENCE

Employees utilizing their private automobiles to travel on authorized school business shall be compensated at the IRS business rate per mile. Mileage must be by the shortest route whenever possible. Travel between the employee's home and school is not reimbursable.

Employees engaged in school-related business, workshops or conferences, which necessitate overnight accommodations, shall be reimbursed for actual cost of lodging, and for food on a per diem basis consistent with applicable District policy and practice.

SECTION 6.04 – EXTENDED SEASONS

Each coach will receive a per week stipend for any team advancing to the state playoff system, beyond interleague play. The coaching stipend divided by eleven weeks = per week rate.

The District will establish the appropriate coaching assignments for each team advancing to the state playoffs. Head coaches may direct requests for additional state playoff staffing to the building athletic coordinator, who shall review the request with the District athletic director and communicate a response back to the head coach within two days. Cheer stipends are annual stipends and not eligible for extended season pay.

SECTION 6.05 – EXPENSE REIMBURSEMENT

For employees required to have such, the District shall either provide First Aid/CPR training and Type II driver's license training or pay for the expenses of such training. The District shall reimburse employees for any additional fees and expenses (e.g., certified copy of driver's abstract) related to such requirements.

ARTICLE 7 - GRIEVANCE PROCEDURE

SECTION 7.01 – PURPOSE

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.

SECTION 7.02 – DEFINITIONS

- A. A "grievant" shall mean an employee having a grievance or the Association.
- B. A "grievance" shall mean a dispute or disagreement involving the interpretation or application of the express terms of this Agreement.

- C. "Days" in this procedure are calendar days but shall not include the winter or spring break.

SECTION 7.03 – CONSOLIDATION OF GRIEVANCES

In connection with grievances by multiple grievants dealing with the same issue, the grievances shall be consolidated for proceedings at Step One.

SECTION 7.04 – RIGHTS TO REPRESENTATION

A grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by an Association representative selected by the Association. The Association may appoint any person of their choice to represent the employee as their Association representative. If an aggrieved party chooses not to be represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure; any adjustment of such a grievance shall not be inconsistent with the terms of this Agreement.

SECTION 7.05 – TIME LIMITATION

Formal filing of a grievance, as hereinafter set forth, shall be initiated by the employee in writing within thirty (30) days of the date such grievance is discovered or reasonably should have been discovered or the grievance will be deemed waived. If the stipulated time limits are not met by the District at one (1) level, the grievant shall have the right to appeal the grievance to the next level of the procedure. If the stipulated time limits are not met by the grievant, the grievance shall be deemed waived.

SECTION 7.06 – PROCEDURE

The parties agree that it is desirable for problems to be resolved between the employee and his/her immediate supervisor and nothing herein shall prevent an employee from taking up any claimed grievance with his/her immediate supervisor before formal filing of said grievance. The following procedure must be utilized to process a grievance. (Grievants and administrators are encouraged to use the appropriate grievance forms contained in the non-supervisory certificated bargaining contract.)

A. STEP ONE:

Within thirty (30) days of the date an alleged grievance is discovered or reasonably should have been discovered, the grievant must present the grievance in writing to the immediately involved administrator with a copy provided to the Superintendent and the Executive Director of Human Resources. The administrator will arrange for a meeting to take place within seven (7) days after receipt of the grievance. Said administrator shall provide the grievant and the Association with a written answer to the grievance together with the reasons for the decision within seven (7) days after the meeting.

B. STEP TWO:

The Association may, within ten (10) days after receipt of the Step One response to the grievance, refer the grievance in writing to the Executive Director of Human Resources. The Executive Director of Human Resources will then schedule a meeting with the Association representative within ten (10) days for the purpose of examining the grievance in an effort to reach a satisfactory resolution. The Executive Director of

Human Resources will have seven (7) days to provide his/her written decision together with the reasons for the decision to the Association and grievant after the meeting.

C. STEP THREE:

If the grievance is not settled at Step Two, the grievant may, within ten (10) days after the receipt of the Step Two response, request that the Association submit his/her grievance to arbitration. The Association may by written notice to the Superintendent and the Executive Director of Human Resources, within seven (7) days after receipt of the request from the aggrieved employee, submit the grievance to binding arbitration. Arbitration shall be conducted in accordance with the expedited Arbitration rules.

ARBITRATOR HEARINGS/RULINGS:

After selection of the arbitrator to hear the grievance, such arbitrator shall hold a hearing. Such hearing shall be preceded by at least ten (10) working days notice to both parties of the time and place of the hearing. The arbitrator may have up to thirty (30) days to render a final and binding decision to the parties. The arbitrator's decision shall be in writing in "letter form" and shall briefly set forth his/her finding of fact, reasoning and conclusion of the issues submitted.

1. Persons having a direct interest in the arbitration are entitled to attend hearings.
2. Neither party shall be permitted to assert in the arbitration proceedings any new issues which would change issues submitted at Step Two.
3. The arbitrator shall be authorized to rule and issue a decision in writing on the issue presented for arbitration which decision shall be final and binding on the parties.
4. The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except when there is mutual agreement in the presence of both parties.
5. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
6. The costs of the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be shared equally by the District and the Association. All other costs will be borne by the party incurring them.
7. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic costs.
8. There shall be no reprisals of any kind by any party to this Agreement against any employee because of his/her participation in any grievance.

ARTICLE 8 - ADDITIONS OR MODIFICATIONS

SECTION 8.01 – ESTABLISHING NEW ASSIGNMENTS

Any new classified extracurricular assignment not listed in Appendix A – Salary Schedule Exhibit will be subject to negotiation with the Association and prior approval by Human Resources as to the wage rate/stipend prior to the position being filled. Requests for adding a new extracurricular classification (title) for the following year must be made to the Association and Human Resources no later than May 15. Requests for adding a new extracurricular classification (title) during the current year must be made by November 15.

SECTION 8.02 – STAFFING LEVELS

- A. Head coaches may direct requests for additional assistant coaches to the building athletic coordinator based on the number of students involved in the program, the number of teams involved in interschool competition, or any other reason. The building athletic coordinator shall review the request with the District athletic director and communicate a response back to the head coach within one calendar week. The District athletic director will provide to the Association the numbers of eligible athletes the District uses when it considers adding coaches.

Notification of the ratio of coaching staff to athlete for each sport from the previous school year can be shared with all parents by the head coach at the pre-season parents meeting at the beginning of each season and will be posted on the District's athletics website.

- B. A committee of three Association representatives (with at least one from the high school level and one from the middle school level) shall be appointed by the Association each spring to review staffing levels and programs with the District athletic director and to examine and make recommendations for staffing levels for the following school year. The District athletic director shall commence the committee meeting by May 1.

SECTION 8.03 – ATHLETIC CLUBS

For the purposes of establishing pay levels on the salary schedule, an athletic activity may be considered an hourly club (Level A, B, C or D) under the following conditions:

- a. most activities take place at the school site;
- b. WIAA rules are not applied;
- c. School and/or District athletic participation standards are not used;
- d. practices and meetings are infrequent (e.g., not on a daily schedule); and
- e. there is no defined season.

ARTICLE 9 - DURATION

SECTION 9.01 – DURATION

This Agreement shall become effective upon ratification and shall remain in full force through August 31, 2017.

SECTION 9.02 – SUCCESSOR AGREEMENT

Either party desiring to negotiate a successor Agreement shall notify the other in writing, at least ninety (90) days and not more than one hundred twenty (120) days prior to August 31, 2017 of such desire.

If a notice to negotiate is timely, the parties agree to meet within thirty (30) days for the purpose of negotiating such successor Agreement.

EXECUTION - SIGNATURES

Executed this 9th day of December, 2014 at Everett, Washington, by the undersigned by the authority of and on behalf of the Everett School District No. 2 and the Everett Education Association.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Rachel Zupke
President, ECEA

Dr. Gary Cohn
Superintendent

EVERETT SCHOOL DISTRICT NO. 2
EVERETT COACHES/EXTRACURRICULAR ASSOCIATION

SALARY SCHEDULE - SEPTEMBER 1, 2014 - AUGUST 31, 2015

A. ATHLETIC HIGH SCHOOL ASSIGNMENTS

1. Head Coaches	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 8</u>	<u>Year 13</u>	<u>Year 18</u>
Group A	\$6304	\$6774	\$6978	\$7083	\$7187	\$7292
Group B	\$5516	\$5931	\$6109	\$6201	\$6293	\$6384
Group C	\$4733	\$5087	\$5238	\$5317	\$5396	\$5474
Group D	\$4152	\$4464	\$4597	\$4666	\$4735	\$4804
2. Assistant Coaches						
Group A	\$4412	\$4744	\$4887	\$4960	\$5033	\$5107
Group B	\$3862	\$4151	\$4276	\$4340	\$4404	\$4469
Group C	\$3310	\$3563	\$3667	\$3722	\$3777	\$3833
Group D	\$2906	\$3125	\$3219	\$3267	\$3315	\$3364

B. ATHLETIC HIGH SCHOOL GROUPS

Baseball	C	Soccer	C
Boys' Basketball	A	Softball	C
Girls' Basketball	A	Swimming	C
Girls' Bowling	D	Tennis	D
Cross Country	C	Track	B
Football	A	Trainer (per season)	A
Golf	D	Volleyball	B
		Wrestling	A

C. ATHLETIC MIDDLE SCHOOL ASSIGNMENTS

1. Head Coaches	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 8</u>	<u>Year 13</u>	<u>Year 18</u>
Group A	\$3404	\$3658	\$3770	\$3827	\$3882	\$3939
Group B	\$2977	\$3202	\$3298	\$3347	\$3396	\$3446
Group C	\$2557	\$2748	\$2829	\$2871	\$2914	\$2956
Group D	\$1840	\$1979	\$2037	\$2068	\$2098	\$2128
2. Assistant Coaches						
Group A	\$2381	\$2562	\$2638	\$2678	\$2717	\$2757
Group B	\$2084	\$2241	\$2309	\$2344	\$2378	\$2413
Group C	\$1787	\$1920	\$1979	\$2009	\$2039	\$2069
Group D	\$1288	\$1386	\$1429	\$1450	\$1472	\$1493

D. ATHLETIC MIDDLE SCHOOL GROUPS

Boys' Basketball	B*	Softball	B
Girls' Basketball	B*	Track	B
Cross Country	C	Volleyball	B
Football	A	Wrestling	A
Soccer	C		

*current basketball coaches as of March 22, 2011 who receive Level A pay will continue to receive Level A pay until separation from position

**EVERETT SCHOOL DISTRICT NO. 2
EVERETT COACHES/EXTRACURRICULAR ASSOCIATION**

SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2014 - AUGUST 31, 2015

E. NON-ATHLETIC HIGH SCHOOL ASSIGNMENTS

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 8</u>	<u>Year 13</u>	<u>Year 18</u>
Cheerleader	\$6715	\$7165	\$7228	\$7336	\$7445	\$7553
Assistant Cheerleader	\$4656	\$4970	\$5017	\$5092	\$5167	\$5242
Drill/Flag Team/Dance	\$2991	\$3217	\$3248	\$3297	\$3345	\$3394
Grade 9-11 Activities Coordinator	\$1532	\$1648	\$1664	\$1689	\$1713	\$1739
Marching Band Assistants	\$2,246					
Other Level A Clubs	\$2992	\$3218	\$3310	\$3360	\$3409	\$3459
Other Level B Clubs	\$2043	\$2200	\$2264	\$2298	\$2332	\$2366
Other Level C Clubs	\$1363	\$1466	\$1510	\$1533	\$1556	\$1578
Other Level D Clubs	\$681	\$734	\$755	\$766	\$777	\$789

F. NON-ATHLETIC MIDDLE SCHOOL ASSIGNMENTS

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 8</u>	<u>Year 13</u>	<u>Year 18</u>
Drill/Dance	\$1226	\$1316	\$1335	\$1355	\$1374	\$1395
Other Level A Clubs	\$1797	\$1930	\$1951	\$1980	\$2010	\$2038
Other Level B Clubs	\$1226	\$1317	\$1356	\$1376	\$1397	\$1417
Other Level C Clubs	\$817	\$879	\$904	\$918	\$932	\$945
Other Level D Clubs	\$409	\$438	\$452	\$459	\$465	\$472

G. OTHER EXTRACURRICULAR ASSIGNMENTS

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 8</u>	<u>Year 13</u>	<u>Year 18</u>
Bus Supervision	\$496					
Elementary Student Clubs	\$427					
Safety Patrol	\$920	\$988	\$1019	\$1034	\$1050	\$1065
Saturday School Supervision	\$21.11/hr					
Elementary Soccer	\$600					
	effective					
	9/1/15					

APPENDIX B – WHAT DOES “JUST CAUSE” MEAN?

The concept of “just and sufficient cause” (mentioned in Section 5.03) requires that there be fundamental fairness in decisions related to the discipline of employees. Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to, the following tests:

1. Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. Was the employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer's investigation conducted fairly and objectively?
5. In the investigation, did the employer obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his or her service with the employer?