

2019-2022

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**EVERETT COACHES / EXTRACURRICULAR
ASSOCIATION**

AND THE

EVERETT SCHOOL DISTRICT NO. 2

**Effective
September 1, 2019 through August 31, 2022**

**EVERETT COACHES/EXTRACURRICULAR ASSOCIATION
AND THE
EVERETT SHOOOL DISTRICT NO. 2
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AND THE
EVERETT SCHOOL DISTRICT NO. 2
Effective September 1, 2019 through August 31, 2022

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 and a link to the electronic version of the Agreement will be electronically provided to each new employee.

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 or percentage of dues of the Association to be deducted in the coming year under payroll deductions of each employee.
- B. Upon written confirmation by the Association that an employee has authorized payroll dues deduction, the District shall deduct Association dues or representation fees from the pay of each employee and transmit all such funds to the Association on a monthly basis, accompanied by a list of employees from whom the deduction has been made and the amount deducted. If requested, the Association will provide the District documentation of the employee's dues authorization.
- C. A dues authorization shall continue in effect from year to year unless a request of revocation is submitted to 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. The Association shall provide confirmation to the District that the employee has revoked authorization.
- D. The Association will refund any amounts paid to it in error.
- E. The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, action, suits, demands, damages, obligations, losses, settlements, judgements, costs and expenses that arise out of any action taken or not taken by the District in implementation of this section. The Association and District will mutually agree as to the selection of legal representation, if any.
- F. The dues or representation fee deductions of the employee shall be made in the final athletic or non-athletic stipend paycheck received by the employee after the Union has provided notice of authorization. Authorizations must be received in the payroll department on or before the fifteenth for dues to be deducted from that month's paycheck.

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.

For athletic positions, the Association will be notified of all new hires within five (5) working days of the employee's acceptance of the position. For non-athletic positions, the Association will be notified of all known new hires by October 15. For non-athletic positions offered after October 15, the District will notify the Association within five (5) working days of the notification to Human Resources of the hire.

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 Association and membership input to occur.

SECTION 4.06 – RELEASE TIME FOR FORMAL PROCEEDINGS

The parties recognize that formal proceedings in connection with collective bargaining and grievances may take place during normal employee's working hours for the mutual benefits of both parties and their representatives.

Whenever Association representatives who are designated beforehand and are directly involved in negotiations as spokespersons or regular negotiations team personnel, or as participants as representatives, witnesses, or grievant in grievance hearings, are mutually scheduled with the District representatives to participate in formal negotiations or grievance hearings during working hours, said designees shall suffer no loss of pay.

SECTION 4.07 – ASSOCIATION LEAVE

The District shall allow the Association up to twenty (20) days leave for employees to conduct official Association business or to participate as an Association authorized representative. The parties acknowledge that such leave is intended to contribute to a positive and productive labor-management relationship between the District and the Association. The Association will make reasonable efforts to use non-school time as much as possible.

The Association shall designate such individuals and provide the District reasonable advanced notice. The Association shall reimburse the District the daily rate cost of a substitute employee (\$180.00) hired to replace the employee on Association leave upon receipt of billing from the District.

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 nor take any reprisal 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.

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 employee as designated by the District, except that no prearranged appointment will be necessary for such inspection to occur. 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 to the employee and the Association President at the time it is placed in the District personnel file. No derogatory information will be placed in a personnel file without the employee being informed in writing.

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

- A. Supplemental assignment letters for all extracurricular positions (athletic and non- athletic) will be issued. 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.
- B. For athletic positions, 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 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

- C. In addition, non-athletic positions will be sent assignment letters for the succeeding school year by June 15, if offered by the school.

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/ WSCA 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.

The District will reimburse an employee in a coaching position for a membership in the Washington State Coaches Association. Employees will submit for reimbursement by October 15th of each school year, or for employees new to a coaching position, within thirty (30) days.

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 2020-21 school year, the wage rates on Appendix A shall be increased by two (2) percent. For the 2021-22 school year, the wage rates on the 2020-21 Appendix A shall be increased by three (3) percent.

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. Non-athletic 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 building administrator will notify the employee of the commensurate proportional reduction in duties or time expected for the position and document the expectations. The District will notify the Association, in writing, at the same time an employee is offered a partial (less than 1.0) assignment.

For non-athletic positions, the building administrator will work with the employees to document the proportional reduction in duties or time for the split stipend.

Athletic extracurricular activity stipends may be split between two (2) individuals in respective increments of 0.5 in accordance with the following:

1. An employee responsible for a team (Varsity, JV, Freshman, or a C-Team) shall be a 1.0 stipend.
 2. Partial FTE stipend employees may begin his/her services on-site when the proportional reduction of duties and time as determined and communicated by the head coach and reviewed by the District Athletic Director, HR Director, and Association President, has been approved.
 3. It is the professional obligation of the partial FTE stipend employee to adhere to this reduction of duties. This section shall not be subject to the grievance process.
 4. The District will annually review the implementation of the partial FTE position for conformance with the requirements of the proportional reduction description for the position.
 5. The requirements above shall be applicable and processed for each year an employee holds a partial FTE position.
- 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. Employees will receive notification of the payment options upon being hired and make their selection of the payment option as follows:
- 1) An employee may receive payment pro-rated over the months worked in the position.
 - 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.
 - 5) All payroll checks will be directly deposited on the last business day of the month into a bank account identified by the employee.
- J. An employee having paid coaching experience will receive credit for placement on the salary schedule. Verification is required for such experience from another public or private school or equivalent collegiate, Olympic, or professional program. Private school experience must be from a private school that is a member of a National Federation of High Schools. To move up a step, the paid coaching experience must be (a) at the same or greater level, and (b) in the same or comparable sport.

Five years' experience, within the Everett School District, as a high school assistant coach will count as one year of experience for placement within the high school head coach salary range.

Experience as a high school assistant coach will count towards experience for placement within the middle school salary range.

Experience as a middle school track coach will count for middle school or high school head or assistant track coaching positions (boys and girls).

Coaches will start at Year 1 until a completed Verification of Employment form is returned for review.

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. 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.

SECTION 6.06 – EXCESS STUDENT SUPERVISION

If a coach or advisor finds that student participants are not being picked up in a timely manner at the conclusion of an activity, he or she should seek the assistance of the building administrator to collaboratively work with the coach and student families to devise a solution.

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 shall use the appropriate grievance forms contained in Appendix C.

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 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. Requests to add coaches will be made within ten (10) days of the start of the season. 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 by September 1, if changed from the previous school year.

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. To address staffing concerns, the District athletic director or the Association President may initiate a staffing review committee by March 1st, to review staffing levels/programs with the District and make recommendations for the staffing levels for the following school year. If convened, a committee of the Association President and 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 to review staffing levels and programs with the District athletic director and District representatives. The findings and recommendations of the Committee will be issued no later than June 1. The District will report to the Association on the District's acceptance or rejection of each recommendation.

- C. If a high school or middle school non-cut sport has sufficient student participation to qualify for additional staffing, based on the District's discretion, for two consecutive seasons, the "normally assigned staff" will be increased for the succeeding year/season, provided that if the District determines not to continue the staffing, it will notify the Association of the decision and provide a rationale therefore.

In addition, the following guidelines will be used to determine additional staffing for non-cut sports in buildings where the staffing has not been adjusted based on the language in the preceding paragraph:

Sport	To add one coach	To add two coaches
MS Cross Country	30	70
HS Cross Country	70	110
HS Swimming	30	70
MS Track/Field	120	150
HS Track/Field	140	170
MS Wrestling	45	80
HS Wrestling	45	80
MS Football	80	100
HS Football	160	180

These above numbers are additional staffing guidelines only and not binding on the District. The District may choose to modify base staffing based on the needs of the program. The addition or reduction of staffing will be determined by the students actually participating, not just cleared to participate. Participation numbers will be confirmed by the building athletic director.

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.

SECTION 8.04 – NON-ATHLETIC STUDENT CLUBS

For the purpose of establishing pay levels on the salary schedule, a non-athletic student activity may be considered an hourly club (Level A, B, C, D) as follows:

The following range of hours shall apply to the level of student clubs. The range is intended to be the maximum number of hours estimated to be involved for the position as communicated to the employee by the building administrator and as stated in the position posting. Actual hours may vary higher or lower depending on the professional judgment of the person serving in the position.

High School

50 hours or less: Level D Club

51-100 hours: Level C Club

101-150 hours: Level B Club

151+ hours: Level A Club

Middle School and Elementary

35 hours or less: Level D Club

36-70 hours: Level C Club

71-105 hours: Level B Club

106+ hours: Level A Club

- A. Prior to the acceptance of the position, the employee will be informed of the number of hours expected for the position and the amount of compensation.

Each school shall report to the human resources department the name of the club, the club level as listed above, and the employee accepting the position.

- B. In advance of the end of the activity season, an employee is responsible to inform his/her building administrator if the range of hours estimate associated with the club level will be exceeded.

SECTION 8.05 – SUPPORT COACH

The Association and District agree that High School Booster programs may donate funds to a temporary support coach position as follows:

1. The program must donate the salary amount and benefit costs amount (determined to be Step 6 on the salary schedule) and provide such funds by July 1 for Fall sports, October 1 for Winter sports, and January 15 for Spring sports. Should the coach hired be at a higher step on the salary schedule, the program will be billed for any such discrepancy and any overpayment will be reimbursed.

2. The District will hire the coach through the regular hiring process.
3. The funds provided shall be commensurate with position's FTE status.
4. All donations for a temporary support position will be required to meet all legal requirements, including funding donations necessary to ensure equitable gender based athletic offerings at that school. For sports that have teams for both the boys and girls, the position shall be available only if the funds donated are sufficient for both the girls and boys teams.

SECTION 8.06 – ROBOTICS

First Lego League (FLL) is a club at the Elementary (Grades 4 and 5) and Middle School level. The District will establish reasonable expectations for the robotics program at this level. Pay for this position will be as referenced in Appendix A. Post-season pay is recognized either as a second season or as a pro-rated post-season pay assignment (see Section 6.04) per the pay rate of Appendix A.

First Robotics Competition (FRC) is an extracurricular activity at the High School level. The District will establish reasonable expectations for the robotics program at this level. Pay for this position will be as referenced on Appendix A. Because of the year-round nature of this position as reflected in the stipend, the club coach is not eligible for any post-season pay.

ARTICLE 9 - DURATION

SECTION 9.01 – DURATION

This Agreement shall become effective September 1, 2019, upon ratification by both parties. This Agreement shall be effective subject to ratification by both parties and shall remain in full force through August 31, 2022.

SECTION 9.02 – MUTUAL AGREEMENT

Nothing herein shall preclude or is intended to prohibit the parties from reaching mutual agreement to amend any provision of this Agreement during its term. An amendment shall be considered effective only after ratification by both parties.

SECTION 9.03 – SUCCESSOR AGREEMENT

Either party desiring to negotiate a successor Agreement shall notify the other in writing by May 1, 2019. Negotiations for a successor agreement shall commence by May 15, 2019, unless an earlier or later date is agreed to by both parties.

EXECUTION - SIGNATURES

Executed this 3rd day of December, 2019 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:



Brian Sachse
President, ECEA

FOR THE DISTRICT:



Dr. Jan B. Saltzman
Superintendent

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

SALARY SCHEDULE - SEPTEMBER 1, 2019 - AUGUST 31, 2020

A. ATHLETIC HIGH SCHOOL ASSIGNMENTS

HEAD	Year 1	Year 2	Year 3	Year 6	Year 9	Year 12
Basketball	\$ 7,669	\$ 8,240	\$ 8,488	\$ 8,700	\$ 8,918	\$ 9,604
Football	\$ 7,669	\$ 8,240	\$ 8,488	\$ 8,700	\$ 8,918	\$ 9,604
Trainer	\$ 8,018	\$ 8,615	\$ 8,873	\$ 9,095	\$ 9,323	\$ 9,798
Wrestling	\$ 7,669	\$ 8,240	\$ 8,488	\$ 8,700	\$ 8,918	\$ 9,604
Track	\$ 6,709	\$ 7,215	\$ 7,431	\$ 7,616	\$ 7,807	\$ 8,407
Volleyball	\$ 6,709	\$ 7,215	\$ 7,431	\$ 7,616	\$ 7,807	\$ 8,407
Soccer	\$ 6,181	\$ 6,645	\$ 6,844	\$ 7,016	\$ 7,191	\$ 7,744
Baseball	\$ 5,757	\$ 6,189	\$ 6,371	\$ 6,532	\$ 6,695	\$ 7,209
Cross Country	\$ 5,757	\$ 6,189	\$ 6,371	\$ 6,532	\$ 6,695	\$ 7,209
Softball	\$ 5,757	\$ 6,189	\$ 6,371	\$ 6,532	\$ 6,695	\$ 7,209
Swimming	\$ 5,757	\$ 6,189	\$ 6,371	\$ 6,532	\$ 6,695	\$ 7,209
Tennis	\$ 5,477	\$ 5,888	\$ 6,064	\$ 6,216	\$ 6,371	\$ 6,862
Bowling	\$ 5,051	\$ 5,431	\$ 5,592	\$ 5,732	\$ 5,875	\$ 6,327
Golf	\$ 5,051	\$ 5,431	\$ 5,592	\$ 5,732	\$ 5,875	\$ 6,327
ASSISTANT	Year 1	Year 2	Year 3	Year 6	Year 9	Year 12
Football	\$ 5,367	\$ 5,771	\$ 5,947	\$ 6,095	\$ 6,247	\$ 6,728
Wrestling	\$ 5,367	\$ 5,771	\$ 5,947	\$ 6,095	\$ 6,247	\$ 6,728
Basketball	\$ 5,367	\$ 5,771	\$ 5,947	\$ 6,095	\$ 6,247	\$ 6,728
Track	\$ 4,698	\$ 5,050	\$ 5,201	\$ 5,332	\$ 5,464	\$ 5,885
Volleyball	\$ 4,698	\$ 5,050	\$ 5,201	\$ 5,332	\$ 5,464	\$ 5,885
Soccer	\$ 4,341	\$ 4,675	\$ 4,815	\$ 4,936	\$ 5,058	\$ 5,447
Baseball	\$ 4,026	\$ 4,334	\$ 4,461	\$ 4,573	\$ 4,687	\$ 5,047
Cross Country	\$ 4,026	\$ 4,334	\$ 4,461	\$ 4,573	\$ 4,687	\$ 5,047
Softball	\$ 4,026	\$ 4,334	\$ 4,461	\$ 4,573	\$ 4,687	\$ 5,047
Swimming	\$ 4,026	\$ 4,334	\$ 4,461	\$ 4,573	\$ 4,687	\$ 5,047
Tennis	\$ 3,853	\$ 4,146	\$ 4,271	\$ 4,378	\$ 4,487	\$ 4,832
Bowling	\$ 3,535	\$ 3,802	\$ 3,917	\$ 4,015	\$ 4,114	\$ 4,431
Golf	\$ 3,535	\$ 3,802	\$ 3,917	\$ 4,015	\$ 4,114	\$ 4,431

B. ATHLETIC MIDDLE SCHOOL ASSIGNMENTS

HEAD	Year 1	Year 2	Year 3	Year 6	Year 9	Year 12
Football	\$ 4,140	\$ 4,451	\$ 4,586	\$ 4,701	\$ 4,819	\$ 5,189
Wrestling	\$ 4,140	\$ 4,451	\$ 4,586	\$ 4,701	\$ 4,819	\$ 5,189
Basketball	\$ 3,621	\$ 3,894	\$ 4,013	\$ 4,112	\$ 4,215	\$ 4,539
Softball	\$ 3,621	\$ 3,894	\$ 4,013	\$ 4,112	\$ 4,215	\$ 4,539
Track	\$ 3,621	\$ 3,894	\$ 4,013	\$ 4,112	\$ 4,215	\$ 4,539
Volleyball	\$ 3,621	\$ 3,894	\$ 4,013	\$ 4,112	\$ 4,215	\$ 4,539
Soccer	\$ 3,621	\$ 3,894	\$ 4,013	\$ 4,112	\$ 4,215	\$ 4,539
Cross Country	\$ 3,621	\$ 3,894	\$ 4,013	\$ 4,112	\$ 4,215	\$ 4,539
ASSISTANT	Year 1	Year 2	Year 3	Year 6	Year 9	Year 12
Football	\$ 2,895	\$ 3,117	\$ 3,210	\$ 3,289	\$ 3,372	\$ 3,630
Wrestling	\$ 2,895	\$ 3,117	\$ 3,210	\$ 3,289	\$ 3,372	\$ 3,630
Basketball	\$ 2,536	\$ 2,727	\$ 2,809	\$ 2,880	\$ 2,951	\$ 3,178
Softball	\$ 2,536	\$ 2,727	\$ 2,809	\$ 2,880	\$ 2,951	\$ 3,178
Track	\$ 2,536	\$ 2,727	\$ 2,809	\$ 2,880	\$ 2,951	\$ 3,178
Volleyball	\$ 2,536	\$ 2,727	\$ 2,809	\$ 2,880	\$ 2,951	\$ 3,178
Soccer	\$ 2,536	\$ 2,727	\$ 2,809	\$ 2,880	\$ 2,951	\$ 3,178
Cross Country	\$ 2,536	\$ 2,727	\$ 2,809	\$ 2,880	\$ 2,951	\$ 3,178

C. OTHER EXTRACURRICULAR ASSIGNMENTS

	Year 1	Year 2	Year 3	Year 6	Year 9	Year 12
Cheerleader (HS)	\$ 8,168	\$ 8,716	\$ 8,844	\$ 9,065	\$ 9,292	\$ 10,007
Assistant Cheerleader (HS)	\$ 5,664	\$ 6,046	\$ 6,135	\$ 6,288	\$ 6,444	\$ 6,940
Drill/Flag Team/Dance (HS)	\$ 3,638	\$ 3,915	\$ 3,973	\$ 4,071	\$ 4,173	\$ 4,495
Grade 9-11 Activities Coordinator	\$ 1,863	\$ 2,005	\$ 2,034	\$ 2,085	\$ 2,136	\$ 2,301
Marching Band Assistants (HS)	\$ 2,608	\$ 2,673	\$ 2,740	\$ 2,809	\$ 2,879	\$ 3,095
Other Level A Clubs* (HS)	\$ 3,843	\$ 3,939	\$ 4,037	\$ 4,138	\$ 4,241	\$ 4,559
Other Level B Clubs* (HS)	\$ 2,629	\$ 2,695	\$ 2,762	\$ 2,831	\$ 2,902	\$ 3,120
Other Level C Clubs* (HS)	\$ 1,752	\$ 1,796	\$ 1,841	\$ 1,887	\$ 1,934	\$ 2,079
Other Level D Clubs* (HS)	\$ 877	\$ 899	\$ 921	\$ 944	\$ 968	\$ 1,041
First Robotics Competition	\$ 8,168	\$ 8,716	\$ 8,844	\$ 9,065	\$ 9,292	\$ 10,007
First Robotics Assistant	\$ 5,664	\$ 6,046	\$ 6,135	\$ 6,288	\$ 6,444	\$ 6,940
First Lego League Robotics (per season / two seasons)	\$ 2,428	\$ 2,591	\$ 2,629	\$ 2,695	\$ 2,762	\$ 2,975
Drill/Dance (MS)	\$ 1,493	\$ 1,601	\$ 1,624	\$ 1,665	\$ 1,707	\$ 1,837
Other Level A Clubs* (MS and Elem)	\$ 2,690	\$ 2,757	\$ 2,826	\$ 2,897	\$ 2,969	\$ 3,192
Other Level B Clubs* (MS and Elem)	\$ 1,841	\$ 1,887	\$ 1,934	\$ 1,982	\$ 2,032	\$ 2,184
Other Level C Clubs* (MS and Elem)	\$ 1,227	\$ 1,258	\$ 1,289	\$ 1,321	\$ 1,354	\$ 1,456
Other Level D Clubs* (MS and Elem)	\$ 614	\$ 629	\$ 645	\$ 661	\$ 678	\$ 729
Elementary Soccer	\$ 676	\$ 693	\$ 710	\$ 728	\$ 746	\$ 802
Safety Patrol	\$ 1,227	\$ 1,258	\$ 1,289	\$ 1,321	\$ 1,354	\$ 1,456
Saturday School Supervision	\$25.67/HR					
Bus Supervision	\$ 617					

*See 8.04 for hours and employment conditions

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?

APPENDIX C - STEP ONE: (FORM A)

(Type or Print)

NOTICE OF STEP ONE GRIEVANCE

Grievant: _____

School: _____

Immediately Involved Administrator: _____

Association Representative: _____

STATEMENT OF GRIEVANCE (use additional sheets if necessary)

A. Statement of Grievance: _____

B. Section(s) of Agreement relied upon or claimed to be violated: _____

RELIEF SOUGHT

Signature of Grievant

Date

DISTRIBUTION OF COPIES: Step One Administrator
 Association President
 Director of Human Resources
 Grievant

APPENDIX C - STEP ONE: (FORM B)

(Type or Print)

STEP ONE RESPONSE

(To be completed by administrator within seven (7) days after grievance hearing)

Grievant: _____

School: _____

Immediately Involved Administrator: _____

Association Representative: _____

Date Step One Grievance Received: _____ Date of Step One Hearing: _____

Persons at Meeting: _____

DECISION OF ADMINISTRATOR AND REASONS THEREFORE

Signature of Administrator

Date

ATTACHMENTS: Copies of exhibits presented at meeting, including Form A

DISTRIBUTION OF COPIES: Step One Administrator
 Association President
 Director of Human Resources
 Grievant

APPENDIX C - STEP TWO: (FORM C)

(Type or Print)

NOTICE OF STEP TWO GRIEVANCE

(To be completed by grievant within ten (10) days after grievant's receipt of Step One response)

Grievant: _____

School: _____

Immediately Involved Administrator: _____

Association Representative: _____

Date Step One Grievance Received: _____

STATEMENT OF GRIEVANCE (REASON FOR APPEALING TO STEP TWO)

A. Statement of Grievance: _____

B. Section(s) of Agreement relied upon or claimed to be violated: _____

RELIEF SOUGHT

Signature of Grievant

Date

ATTACHMENTS: Copies of Forms A and B

DISTRIBUTION OF COPIES: Step One Administrator
 Association President
 Executive Director of Human Resources
 Director of Human Resources
 Grievant

APPENDIX C - STEP TWO: (FORM D)

(Type or Print)

STEP TWO RESPONSE

(To be completed by Executive Director of Human Resources within seven (7) days after grievance hearing)

Grievant: _____

School: _____

Immediately Involved Administrator: _____

Association Representative: _____

Date Step Two Grievance Received: _____ Date of Step Two Hearing: _____

Persons at Meeting: _____

DECISION OF EXECUTIVE DIRECTOR OF HUMAN RESOURCES AND REASONS THEREFORE

Signature of Executive Director of Human Resources Date

ATTACHMENTS: Copies of exhibits presented at meeting, including Forms A, B and C

DISTRIBUTION OF COPIES: Step One Administrator
 Association President
 Executive Director of Human Resources
 Director of Human Resources
 Grievant

APPENDIX C - STEP THREE: (FORM E)

(Type or Print)

DETERMINATION REGARDING ARBITRATION

(To be completed by Association President within seven (7) days after receipt of grievant's request)

Grievant: _____

School: _____

Immediately Involved Administrator: _____

Association Representative: _____

Date Grievant Received Step Two Response: _____

Date Association Received Grievant's Request: _____

DETERMINATION BY ASSOCIATION:

_____ The Association has determined that this grievance will not be submitted to arbitration.

_____ The Association has determined that this grievance is to be submitted to arbitration.

Signature of Association President

Date

ATTACHMENTS: Copies of Forms A, B, C and D

DISTRIBUTION OF COPIES: Step One Administrator
 Association President
 Executive Director of Human Resources
 Director of Human Resources
 Grievant

Memorandum of Understanding

- A. The following individuals were coaching Middle School Basketball at a time the pay rate was reduced for this position. Said individuals were grandfathered to continue to receive the Middle School Football rate of pay.
- B. Until such time that the Middle School pay rate for coaching Basketball exceeds the amount paid for MS Football coaching, the individuals listed herein will be paid at the same rate as MS Football.
- C. The individuals subject to this MOU are:
 - Teddy Bresko
 - Richard Bruns
 - Kirk Forsyth
 - Blake Haug
 - Brian Sachse
 - Jessen Schilaty
 - Steven Till
- D. Such employees shall remain eligible to be paid at the MS Football rate so long as they are employed as a MS Basketball coach with a break of no more than two years.
- E. This Memorandum of Understanding shall continue to be part of the Collective Bargaining Agreement until otherwise determined by the agreement of the ECEA and District.

Memorandum of Understanding

Special Study

By January 30, 2020, District management will conclude an examination and study of the benefit, need and financial impact of adding an Assistant Coach position for the Softball and Baseball programs at the high schools desiring an additional assistant. The input of current softball and baseball coaches will be considered.

The conclusions reached by management will be provided, in writing, to the Association. The Superintendent will receive the study conclusions and recommendation made by the District administrators. This report to the Superintendent will also be provided to the Board of Directors in the Friday Report no later than March 1, 2020.