

Collective Bargaining Agreement

between

Northshore School District No. 417

and

**Athletics and Activities Association/
Northshore Education Association
(AAA)**

September 1, 2021 through August 31, 2024

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Collective Bargaining Agreement
between
Northshore School District No. 417
and
Athletics and Activities Association/Northshore Education Association
Effective Date: September 1, 2021 through August 31, 2024

Article 1.0 Preamble

- 1.1 This Collective Bargaining Agreement hereinafter referred to as the “Agreement,” is made and entered into by and between Northshore School District No. 417, King and Snohomish Counties, Washington, hereinafter referred to as the “District,” and Northshore Education Association/Athletics and Activities Association and its affiliates, Washington Education Association and National Education Association, hereinafter referred to as the “Association.”
- 1.2 WHEREAS, the parties, pursuant to RCW 41.56, Public Employees’ Collective Bargaining Act, have reached certain agreements on wages, hours, and terms and conditions of employment, which they desire to confirm in this document, in consideration of the following covenants, it is hereby agreed as follows:

Article 2.0 Recognition and Definitions

- 2.1 The District recognizes the Association as the exclusive bargaining representative of all employees holding positions listed in Appendix B. All terms and conditions of this Agreement apply to all employees unless specifically stated otherwise. As used in this Agreement, the following terms shall apply:
- 2.1.1 EMPLOYEE - An individual who is a member of this bargaining unit as listed in Appendix B of this Agreement.
- 2.1.2 PAY PROVISIONS - Pay provisions are determined jointly by the parties and found herein as Appendix A.
- 2.1.3 EXTRA CURRICULAR - Coaching and activities which do not require a teaching certificate are listed in Appendix B and paid as agreed to in Appendix A.
- 2.1.4 DAYS - Unless otherwise noted, “day,” “days,” refers to days in which school is in session and is exclusive of weekends, holidays and vacations or school breaks. During the period following the last school day in June and the first employee work day in September, the term “school day” shall mean week day.
- 2.1.5 WIAA - Washington Interscholastic Activities Association - The governing body for interscholastic athletics and activities in the State of Washington. Northshore is a voluntary member of WIAA.

Article 3.0 Job Requirements and Expectations

- 3.1 **Coaching Positions:** The coach organizes, improvises, plans, selects, determines, encourages, and directs in an open arena, and is constantly subject to observation

and informal evaluation by the school and community. With these working conditions and pressures, it is incumbent on the coach to have appropriate qualifications. The selection process should be sophisticated enough to provide the best possible candidate to fill a coaching position. To that end, a coach shall:

- Demonstrate professional involvement, including WIAA coaching standard requirements.
- Hold a valid First Aid/CPR card or is enrolled in and willing to complete a class to update and hold a valid First Aid/CPR card. Any exceptions to this job requirement must be approved by the Deputy Superintendent.

3.2 **All Employees:** Job requirements and expectations for employees holding positions as coaches or employees holding activity positions shall be:

- Maintain a balance of social, academic, and physical development of students.
- Have the ability to teach the skills of the activity or sport.
- Maintain professional relationships with students, parents, and colleagues.
- Possess appropriate experience for the position.
- Demonstrate emotional stability and self-control.
- Exhibit characteristics which make one a positive personal example for participants.
- Understand the rules and regulations of the sport/activity.
- Pursue knowledge that pertains to the position.
- Select equipment and maintain an accurate inventory of supplies, as applicable.
- Coordinate the program with other coaches/advisors and school staff.
- Arrange appropriate programs of recognition for participating students.
- Emphasize safety precautions and practices.

3.3 **Selection Process**

3.3.1 All positions shall be filled consistent with the job requirements and expectations as listed Article 3, Section 3.2.

3.3.2 The preference for filling positions for activities/coaching (except for head high school coaching positions) is for qualified candidates who are:

- a. In-building employees (those employed at the same worksite as the vacancy and are employed by the district in some other capacity than merely NSEA/AAA bargaining unit work);
- b. out-of-building employees (those employed by the district in some capacity);
- c. out-of-district individuals (those not employed in any capacity with the district).

3.3.3 For Head High School coaching positions, the following shall apply:

- A committee will be utilized to hire high school head coaches when there are multiple applicants.

- Committee members will be jointly appointed by the Principal or her/his designee and the school's Athletic Director.
- Committee members will minimally include a building administrator, the school's athletic director, a non-coaching/non-supervisory certificated staff member, a coach, community member(s) and a representative for the Association selected from the committee by the Association unless it decides otherwise. The Deputy Superintendent may participate at her/his option.
- A finalist recommendation will be submitted for final determination to the Director of Human Resources, in consultation with the Building Principal.

3.4

Professional Development:

CPR/First Aid Professional Development

The District shall offer, at a minimum, four (4) first aid/CPR classes and four (4) driver training classes at no charge to employees. These classes shall be scheduled annually, and the District shall provide a schedule of classes to the Association upon request. Schools that host first aid/CPR classes will make these classes available to other district personnel on a space available basis. If an employee's attendance at a District building's first aid/CPR class increases the building's cost of hosting the class, a District athletic budget will be charged for the increased cost of the class. School-specific orientations coordinated by the Athletic Director or designee on school-specific issues (i.e., operating scoreboards) will be made available to coaches.

Racial & Educational Justice (REJ) and Social Emotional Learning (SEL) Professional Development

The parties recognize that coaches play a critical role in the social emotional development of student athletes. The parties believe that all employees should be equipped with the skills to provide team environments that are safe and inclusive of all players.

AAA and NSD will develop a joint committee (one to two designees from each party) to oversee professional development for coaches related to social emotional learning and racial and educational justice. The committee will consult with the District REJ Department on the content for the training. Prior to the fall 2022 athletic season, training expectations for coaches related to REJ will be provided by the committee. SEL training expectations may be provided as well. Prior to the fall 2023 athletic season, coaching-specific training expectations for coaches related to REJ will be provided by the committee. SEL training expectations may be provided as well.

All coaches will be required to participate in this training unless they have previously received it. Coaches will be able to access the training virtually and asynchronously.

3.5

Practice Plans:

For secondary coaching positions only, each team's primary head coach will keep, either in electronic or paper form, a practice plan [or reflective notes written on previous plans] for each practice.

Practice plans should contain the following components:

- Safety plan written once per facility requirements
- Specific areas of focus (e.g. - chalk talk reflections, drills, instructional components)
- Notations on absences and injuries

At the completion of each season, each coach shall provide all of that season's plans to the building Athletic Director or their designee for storage and access as needed.

The district and association will jointly develop a template practice plan for optional use by coaches. This template will be made available to all coaches at the secondary level.

3.6

Building staff will be offered hourly pay, in accordance with established procedure for classroom coverage, to provide classroom coverage for coaches when needed to fulfill coaching responsibilities related to competitions only. Coaches will send the dates and times of needed coverage to their athletic director before games begin for the season. The athletic director will send an email out to the staff asking for coverage. The athletic director will notify coaches of dates that are not covered and coaches will be responsible for putting in substitute requests. In situations where the coach travels to another school, then the coach will be responsible for sending the email of coverage dates to the staff at their home school. Substitutes will be provided in half-day or full-day increments, as necessary. A traveling coach is defined as a coach who works at one school, but coaches at a different school. For a traveling coach at a secondary school, the athletic budget of the team's home school will pay for the cost of substitute release or hourly pay for classroom coverage.

If a substitute is provided earlier than is needed, the substitute will only support the coach for the time needed and will be assigned other duties during the remainder of their assignment. It is understood that there may be extenuating circumstances (for example, rain outs) that will result in coverage needs with short notice. In these cases, the athletic director will send out emails to staff asking for coverage.

Article 4.0 **Posting Procedures**

4.1 Initial in-building posting of vacant positions, and district wide posting of High School Head Coaching positions shall occur within 30 days of the building administrator becoming aware of the vacancy. District wide posting of positions not filled in-building shall occur within 30 days of the closing of the in-building posting.

4.1.1 All vacant positions, except for High School Head Coaches, shall be posted in-building for a minimum of seven (7) days (See Section 2.1.4, Days).

- 4.1.2 High School Head Coaching positions as well as those positions (both activities and coaching) not filled in-building shall be posted district wide for a minimum of fourteen (14) calendar days.
- 4.1.3 District-wide posting shall be by notice on the District website along with an e-mail notification to District staff.
- 4.1.4 Should a head coaching position become vacant within three (3) weeks prior to the season or during the season, the normal posting, hiring and selection process will be suspended. The District will consult with the Association regarding its process for filling the vacancy. The goal of the consultation is to develop a posting, hiring and selection process satisfying to the interests of the parties.

Should an assistant coaching position become vacant within three (3) weeks prior to the season or during the season, the in-building posting required in Section 4.1.1 shall be waived and the position shall be posted District-wide for seven (7) days pursuant to Section 4.1.3. Should an assistant coaching position become vacant within one (1) week of the season or during the season, the normal hiring and selection process will be suspended. The District will consult with the Association regarding its process for filling the vacancy, though the position will be posted District-wide for a minimum of one (1) day.

- 4.2 Before their respective season begins, teams that are expected or anticipated to generate additional coaching positions will post those positions in order to identify a pool of potential coaches.
- 4.2.1 If the sport season has begun and student participation numbers require adding an additional coach, the seven (7) day hiring process required in 4.1.1 is reduced to one (1) business day. Candidates in the pool referenced in 4.2 will be considered for the additional coach position.

Article 5.0 **Hiring Procedures**

- 5.1 Interviews will normally occur, unless the applicant is clearly not qualified, not available, or if there is only one (1) qualified applicant for the position. Positions shall be offered in writing. In-building written notification may be a listing of all coaching/activity assignments with names of those people assigned. Notification shall be given to each building member. Should additional coaching/activity positions be created during the school year, said positions will be posted by giving each building member notification of the posted position.
- 5.1.2 Those applicants not selected will be notified within ten (10) days of the position being filled.
- 5.1.3 Candidates not selected will receive upon request, a conference with the building administrator for the purpose of explaining the reasons why she/he was not selected and to provide guidelines as to how she/he can improve her/his qualifications as determined by the building administrator.
- 5.2 Non-Continuance of Assignments: Activity/Coaching assignments and appropriate

notice of non-continuance of assignment(s) shall be as follows:

Should the District plan not to offer an activity/coaching position to a current employee, the building administrator shall notify the person in writing within thirty (30) days of the last scheduled activity. The person may request within fourteen (14) calendar days of such notice the reasons for the non-continuance.

5.3 District-initiated Reassignment: Activity/Coaching reassignment(s) and appropriate notice of shall be as follows:

Should the District plan to reassign an employee to another coaching position in the same sport, the building administrator shall notify the person in writing within thirty (30) days of the last scheduled activity. The person may request within fourteen (14) calendar days of such notice the reasons for the reassignment(s).

Article 6.0 Pay For Work Performed/Employment Status

6.1 Each employee shall be given a supplemental contract or notice of coaching assignment whichever is appropriate, containing the following:

- a. Employee's name
- b. Total number of authorized hours of work and rate of pay
- c. Authorized work year
- d. Work location

6.2 All year long activities/coaching positions will be paid in equal monthly payments beginning with the October pay warrant.

6.2.1 All other seasonal activities will be paid in equal monthly amounts unless the individual employee requests lump sum payment be made at the completion of the work performed. Such request must be in writing to the Payroll Office by September 15.

6.2.2 Post Season Coaching Pay: The following allocation for post season additional hours is as follows:

- Post season will become effective for team sports (i.e., football, volleyball, basketball, baseball, etc.) after the completion of KINGCO competition.
- Post season will become effective for sports in which athletes compete as individuals (i.e., track and field, cross country, swimming, wrestling, golf, tennis, gymnastics, etc.) after the KINGCO culminating event.
- Allocations for competitions that require extensive travel outside the Puget Sound region and may include overnight accommodations will be worked out individually with the Director of Student Services.
- There will be no additional pay for practice and/or competition that occurs during an employee's regular work day.
- Employees may work and receive pay for no more than three (3) hours per day for post season daily practice/up to six (6) hours for post season game/competition for each week of post season, unless adequate verification of additional hours worked is provided by the employee.

Practice and event hours worked in post season shall be compensated at the coach's

regular hourly rate from Appendix A-1. Worked post season transportation and supervision hours shall be paid at \$13.00 an hour.

Concerns from employees about supervision of athletes during post season competition shall be addressed to the Deputy Superintendent, whose decision about the number of coaches required shall be final.

- 6.3 The District will create a professional development fund for employees in the amount of \$10,000 annually. The individual employee may request reimbursement from the fund to off-set tuition, conference fees, travel expenses and/or room and board costs associated with attendance at sport clinics, seminars, conferences and the like; provided, the maximum amount of reimbursement is \$175 per conference or the amount the fund has available when the request is made, whichever is less. The Deputy Superintendent may authorize payment in excess of the maximum per conference amount for expenses associated with in-state conferences or clinics that require travel and overnight stays outside the Puget Sound region.

Reimbursement may also be made for work-related books, compact disc recordings and videos, subject to the same limitations.

The Deputy Superintendent shall administer this fund, deciding the appropriateness and amount for reimbursement of the requested training event. Any unused funds will be carried over into the next year; provided, however, at no time will the fund exceed \$15,000. Unspent professional development funds from the previous school year(s) may be utilized to reimburse coaches to develop handbooks for elementary and middle school sports in the following school year.

Each employee may request funds once for each sport coached prior to March 1 on forms provided by the District. If an employee coaches more than one sport, they may combine their total annual professional development funds toward a single professional development opportunity. The District shall provide to the Association an expenditure and transaction report on the fund on a quarterly basis. If funds are still available after March 1, coaches may make additional requests.

- 6.4 The District shall reimburse employees for eligible driving expenses incurred in the performance of their duties at the IRS-approved mileage rate. Eligible driving expenses are those incurred while driving from their regularly-established practice or school location to another location as required in the performance of their duties. When round-trip buses are provided by the District without cost to the employee, no reimbursement for mileage shall be made. District employees whose work under this Agreement is at a school different from the one where they work in another District capacity are responsible for the costs of their transportation to their regularly-established practice school or location. Upon request by an employee, the school administrator shall identify an alternative to the employee having to ride one-way charter buses for supervision purposes, when the District is unable to provide a school bus for transportation to a competition.

Coaches will not be required to drive students. If a coach is provided with a District van and agrees to drive the van, the District will reimburse the coach for the costs of taking necessary tests and obtaining and renewing any licenses required to drive the van. Per the 2021-2024 Teamsters contract, District vans will only be used for high school level activities.

If requested by the coach no later than seven (days) prior to the event, the District will provide return buses for middle school competitions.

6.5 In acknowledgement of the current difficulty of uniformly obtaining District transportation to and from athletic competitions, the parties agree to the following:

- The District will establish separate budgets for each middle school and comprehensive high school for the purpose of reimbursing coaches for mileage, subject to Article 6, Section 6.4 of the Agreement.
- A coach who is required to ride, for supervision purposes, on a charter bus that is only provided one- way to an athletic competition, may be reimbursed for the reasonable expense of using commercial transportation to return from the competition, if there is no second coach or other district employee who can provide such return transportation.

6.6 The District shall reimburse employees for any entry fees they are required to pay in the performance of their duties.

Article 7.0 **Evaluation**

7.1 All secondary coaches will be evaluated the first year in the position. Subsequently, head coaches will be evaluated every other year. All coaches may be evaluated more frequently upon the request of the coach or if the administrator determines it to be necessary. Evaluations will be completed within thirty (30) school days after the close of the season for the athletic activity. The evaluation criteria shall be consistent with Section 3.2 of this Agreement, “Job Requirements and Expectations for coaches.”

Article 8.0 **Duty to Bargain**

8.1 Any changes affecting employee wages, hours, and terms and conditions of employment are subject to provisions of Chapter 41.56 RCW.

8.2 When new sports or activities are proposed to be added, eliminated, or modified, the District will notify the Association of the proposed change. If a change is made, the parties will meet to jointly determine stipends and other changes in conditions for the new, eliminated, or modified activity.

Article 9.0 **Severability**

9.1 If any provision of this Agreement or any application of the Agreement shall be found to be contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect.

9.2 If any provision of this Agreement is so held to be contrary to law, the parties shall, by mutual consent, commence bargaining on said provision as soon thereafter as is reasonable possible.

Article 10.0 **Distribution of the Agreement**

10.1 Within the first thirty (30) school days following execution of this Agreement, the District shall print and deliver a copy to each employee of this bargaining unit. Fifty (50) additional copies shall be provided to the Association. All employees newly hired by the District shall be provided a copy of this Agreement by the District at the time of hire, along with a copy of the Athletic Staffing Guidelines and information about accessing professional development and reimbursement for mileage.

Article 11.0 **District Rights**

11.1 Except as otherwise specifically limited by provisions of this Agreement, the District has the exclusive right to exercise all the rights or functions of management, including the development, adoption, implementation and enforcement of policies, rules, regulations, and practices in furtherance of management rights or functions, and the use of judgment and discretion in connection with the exercise of District rights.

11.2 It is expressly agreed by the Association that the enumeration of District rights in this Article shall not be deemed to exclude other District rights not specifically enumerated above.

Article 12.0 **Association Rights**

12.1 The Association shall have the right to use District buildings for meetings to transact Association business in accordance with District policy, procedures, rules, and regulations governing the public use of buildings.

12.2 The Association shall have the right to use intra-District mail services, faculty room bulletin boards, and employee mailboxes for communications with employees.

12.3 Association representatives shall have the right to visit the District's premises to meet with employees when employees are not performing assigned duties. Such representative(s) should first check in at the principal's office.

12.4 The Association shall have the right to designate up to four (4) employees, who shall be released from other District assigned duties for the purposes of bargaining with the District at mutually agreed upon times.

12.5 The Association may designate employees to be released from other District assigned duties for purposes of conducting Association business provided that the Association reimburses the District for the cost of substitutes.

12.6 The Association hereby declares and promises that it shall indemnify and hold harmless the District, its officers, agents, or employees against any claim made or any suit instituted against the District or said persons, individually or severally, resulting from the implementation of the provisions of this Article, provided that the Association shall have the right, but not the duty, to designate the attorney who may

assist in the defense of any suit brought against the District as a result of these provisions. If an attorney is so designated, the Association shall be required to pay all her/his fees and costs.

Article 13.0 Employee Rights and Responsibilities

- 13.1 The rights granted to employees hereunder shall be in addition to those provided elsewhere.
- 13.2 The District recognizes the right of employees to join, support, and assist the Association for the purposes of engaging in collective bargaining for wages, hours, and terms and conditions of employment.
- 13.3 The religious, political, and/or private persuasions of an employee, which do not become manifest in conduct harmful to the employee-student relationship or in activities adversely impacting the performance of assigned duties, shall not be grounds for disciplinary action.
- 13.4 The District recognizes the right of each employee to enjoy fair and equitable treatment without regard to race, color, creed, religion, national origin, sex, marital status, or presence of sensory, mental, or physical handicap, in accordance with this Agreement.
- 13.5 In cases involving formal disciplinary action, or at the request of the employee, said employee may be represented by counsel and/or an Association representative of her/his own choice, provided that this right shall not be exercised in a manner designed to unnecessarily delay disciplinary proceedings.
- 13.6 An employee will be disciplined consistent with progressive discipline principles by the District when reasonable grounds have been confirmed that support the need for corrective action. Discipline shall not be for arbitrary, discriminatory, unlawful or retaliatory reasons.
- 13.7 Any complaint against an employee by a parent, student, or other person(s) that will form the basis of a disciplinary or a negative evaluation will be called to the attention of the employee within thirty (30) days of knowledge of such complaint. The employee will be told the substance of the complaint and apprised of the procedures to be followed. In the case of written complaints, a copy of the completed complaint form will be sent immediately to the employee against whom the complaint is lodged.
- 13.8 The employee shall have the opportunity to respond to the complaint within a reasonable amount of time, but no longer than five (5) work days. At the employee's option, an Association representative and/or the employee's representative shall be present at any meetings related to the complaint held with the employee. The District shall give the employee the opportunity to consult the Association and/or other representative prior to any formal investigation.
- 13.9 Student Discipline: Employees shall have the responsibility with respect to students to:

- 13.10 Observe the substantive and procedural due process rights of students.
- 13.11 Provide a written explanation, if required by the principal, when an employee removes a student from an activity for disciplinary reasons.
- 13.12 Be available at reasonable times for parent conferences and/or student conferences.
- 13.13 The District shall assist employees subjected to insult, abuse, intimidation, or threat of force or violence during the performance of assigned duties. Assistance will be tailored to fit the circumstances of each situation.
- 13.14 The District and employees shall require acceptable behavior on the part of all students who participate in school sponsored activities. When corrective action is necessary it shall be consistent with the law, District and Building adopted student discipline policy, and other related expectations from KINGCO and WIAA.
- 13.15 The employee shall have the responsibility to notify the building administrator of deviant or disruptive behavior of a student which may lead to formal disciplinary action (i.e., suspension, expulsion).
- 13.16 Employees are responsible for the supervision of athletes during practice, competitions and for a reasonable time thereafter, which shall generally not exceed 15-20 minutes. Employees and administrators will develop plans for ensuring that athletes are picked up in a timely fashion by parents/guardians. Plans may include securing permission for a student to be picked up by another parent, other alternative transportation arrangements, or limitations on the athlete's participation until the issue is resolved.

Article 14.0 Liability Insurance

- 14.1 The District agrees to hold employees harmless and defend from any financial loss, including reasonable attorney's fees for actions arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act, or failure to act by such employee, within or without of the school building, provided such employee at the time of the act or omission complained of, was acting within the scope of her/his employment or under the direction of the District.

Article 15.0 Grievance Procedures

- 15.1 A grievance is a claim filed by an employee and/or the Association with the consent of an aggrieved employee alleging that the District has violated, misinterpreted, misapplied, unfairly applied, or not applied any provision of this Agreement which affects said employee and which shall be processed as hereinafter provided. This article shall not limit an employee's right to discuss a complaint via administrative channels and to solve the problem without resort to these grievance channels. Employees may obtain a grievance form packet from the Association Office or the District Human Resources Office.
- 15.2 Step 1 - Within twenty (20) days following knowledge by the grieving employee(s) of an alleged violation, misapplication, misinterpretation, unfair application, or lack of application of any provision of this Agreement affecting a grieving employee, the

employee(s) shall invoke this grievance procedure by filing a written claim with the supervisor immediately involved in the dispute. If the grievance involves more than one school building, it may be filed with the Superintendent or her/his designee. Within five (5) days of receipt of the grievance claim, the immediate supervisor shall schedule a meeting with the grievant and such meeting shall be held within ten (10) days of receipt of the grievance. The grievant may be represented by an Association grievance representative at the grievant's sole option, in an effort to resolve the grievance. The immediate supervisor shall answer the claim in writing within ten (10) days of such meeting and shall furnish a copy thereof to the grievant. Such answer shall include the reasons upon which the decision is based.

15.3 Step 2 - If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) days of such meeting, the grievance shall be transmitted by the grievant to the Superintendent or her/his designee within five (5) days. The Superintendent or her/his designee shall schedule a meeting with the grievant within five (5) days of receipt of the grievance, and such meeting shall take place within ten (10) days of receipt of the grievance. The Superintendent or designee shall indicate the disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the grievant. During this meeting, the grievant may be represented by an Association grievance representative at the grievant's sole option. Legal advisors and witnesses for both parties may be present.

15.4 Step 3 - If not satisfied with the disposition of the grievance at Step 2, the grievant shall, with the consent of the Association, within twenty (20) days so advise the Superintendent or her/his designee and may submit the matter to the American Arbitration Association (AAA), which will handle the grievance claim as provided below.

1. Arbitration shall be conducted by an arbitrator selected by the District and Association from a list of persons submitted to them by the AAA, in accordance with AAA selection rules.
2. During arbitration under this Agreement, AAA rules shall apply; additional rules may be adopted by the arbitrator. By mutual consent, AAA expedited rules shall apply.
3. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. She/he shall decide all arbitrability issues. Upon request of either party, the merits of the grievance and the arbitrability issues arising in connection with the grievance shall be consolidated for hearing before the arbitrator; provided, however, that the arbitrator shall consider any questions of arbitrability of the grievance prior to hearing the merits of the grievance.
4. During arbitration, neither party may present any documentary evidence to the arbitrator not previously disclosed to the other party.
5. The arbitrator shall determine the decision or award, which shall be published in writing not later than thirty (30) calendar days from the date of the hearing or, if oral hearings have been waived by both parties, then from the date the final statement and proof are submitted to the arbitrator. The decision or award shall set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted and shall be final and binding on

both parties.

- 15.5 Except that, as a step prior to arbitration and with mutual agreement between the District and the Association, Mediation procedures may be utilized with a jointly selected Arbitrator/Mediator.
- 15.6 Arbitration costs. Each party shall bear its own costs of arbitration, except that the fees and charges of the arbitrator shall be borne by the party not sustained.
- 15.7 Enforcement. The grievant or the District may enter a decision or award of the arbitrator in any court of competent jurisdiction if the other party fails to follow the arbitrator's decision or award. If a motion to vacate the arbitrator's decision or award is entered in a court of competent jurisdiction, each party shall bear its own costs of such action.
- 15.8 Time limits. The time limits provided in this article shall be strictly observed, unless extended by mutual written agreement between the parties. Failure of the District to observe time limits shall entitle the grievant to a finding on the grievance in her/his favor, provided that the arbitrator determines that the grievant's claim is arbitrable. Failure of the grievant to observe time limits shall terminate her/his right to proceed with the grievance.
- 15.9 Grievance and arbitration meetings or hearings. All meetings or hearings held pursuant to this grievance procedure shall be scheduled at a time and place mutually acceptable to the parties. No employee involved in a grievance meeting or hearing as a witness or a grievant shall suffer loss of salary or other benefits.
- 15.10 Continuity of grievance. Notwithstanding the expiration of this Collective Bargaining Agreement, any grievance filed hereunder prior to such expiration may be processed through the grievance procedure until resolution.
- 15.11 No reprisals. There shall be no reprisals of any kind by the District or the Association against any grievant or other employee participating in the grievance procedure.
- 15.12 Selection of forum. Upon submission of a grievance to arbitration, the grieving employee and the Association waive access to any other forum that may be available for resolution of the grievance claim.

Article 16.0 Association Membership

- 16.1 Members of the bargaining unit who are dues-paying members of any bargaining unit of the Washington Education Association shall not be required to pay additional dues or representation fees and shall be a member in good standing of this Association. Other members of the bargaining unit shall have the option of becoming members by completing a membership application form and paying dues.
- 16.2 Within five (5) days of execution of this Agreement or by September 10, whichever date comes last, the Association shall give written notice to the District of the dollar amount of dues required for Association membership and of representation fees.
- 16.3 The District shall deduct from the employee's pay the dues required of membership

from any employee who has authorized dues deduction. The amounts deducted shall be transmitted each month to the association on behalf of the employee. Authorization by the employee shall be on an approved form by the Parties hereto and shall provide for revocation of dues deduction by an individual employee between August 15 and September 15 of the current contract year.

16.4 The Association agrees to indemnify and hold harmless the District from any and all liability resulting from the dues/representation fee payroll deduction system.

16.5 The District shall provide the Association an annual status listing of all employees, with periodic updates, covered by this Agreement within ten (10) days following adoption of this Agreement by the Parties.

Article 17.0 Salary

17.1 Employees shall be paid according to the salary schedules in Appendix A of this Agreement.

17.2 For the 2021-22 school year the rates and stipends in this agreement will be increased by 10% over the 2018-19 salary schedule retroactive to 9/1/2021. For the 2022-23 the rates and stipends of this agreement shall be increased by the Implicit Price Deflator (IPD). For the 2023-24 school year, the rates and stipends of this agreement shall be increased by the IPD.

17.3 In the event an hourly employee who is not sharing their stipend works for the duration of the season but works fewer than the number of hours allotted to their position's stipend, they will be paid the complete stipend.

Article 18.0 Paid Family Medical Leave, Group Insurance & Retirement

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To learn more about this program and to determine if you are eligible, please visit <https://paidleave.wa.gov/>.

The District shall make available to all eligible employees the mandatory and optional group insurance programs offered by the School Employees Benefits Board (SEBB) under the rules and regulations adopted by SEBB. Benefits offered by SEBB include, but are not limited to, medical, dental, vision, long-term disability, life insurance, a Medical Flexible Spending Arrangement (FSA) and a Dependent Care Assistance Program (DCAP). To learn more about this program please visit <https://www.hca.wa.gov/employee-retiree-benefits/school-employees>.

Retirement provisions and benefits for members of this bargaining unit are determined by the State Legislature and administered by the WA State Department of Retirement Systems. For more information and to determine your eligibility, please visit <https://www.drs.wa.gov>.

The District shall make available to all employees a Tax Deferred Annuity and Deferred Compensation Plan. For more information <https://www.nsd.org/our-district/departments/human-resources/health-benefits/retirement>.

Article 19.0 **Duration of Agreement**

- 19.1 This Collective Bargaining Agreement shall become effective upon ratification of both parties, with an effective date of September 1, 2021, and shall remain in effect until August 31, 2024.

- 19.2 This Agreement or any provisions herein may be extended by mutual written agreement of the Parties.

2021-2024 Collective Bargaining Agreement
between
Northshore School District No. 417
and
Athletics & Activities Association/Northshore Education Association

SIGNATURE PAGE

For the Association:

Robbi V Reed
Robbi V Reed (Mar 31, 2022 09:48 PDT)

Robbi Reed, Acting President, NSEA

Paul Dillon
Paul Dillon (Mar 31, 2022 09:43 PDT)

Paul Dillon, UniServ Representative

Date: Mar 31, 2022

For the District:

Douglas Hale
Douglas Hale (Mar 31, 2022 09:50 PDT)

Doug Hale, Executive Director of Human Resources

Michelle C Reid
Michelle C Reid (Apr 1, 2022 09:56 PDT)

Dr. Michelle Reid, Superintendent
On behalf of the Board of Directors I certify that this agreement was approved by the District's Board of Directors at its meeting on March 28, 2022

Date: Apr 1, 2022

Appendix A
Pay Provisions
Appendix A-1

High School and Middle School Sports Schedule 2021-2022

(Positions on this Schedule do not require a Professional Education Certificate)

SCHEDULE 93SE

Effective September 01, 2021

| HOURLY RATES | 00 | 01 | 02 |
|---------------------|-----------|-----------|-----------|
| Head Coach | 18.13 | 20.39 | 22.66 |
| Assistant Coach | 17.50 | 19.68 | 21.87 |

| HIGH SCHOOL STIPENDS | | | | |
|-----------------------------|--------------|-----------|-----------|-----------|
| HEAD COACH: | Hours | 00 | 01 | 02 |
| Football | 400 | 7,252 | 8,156 | 9,064 |
| Basketball | | | | |
| Wrestling | | | | |
| Cheer | | | | |
| Volleyball | 325 | 5,892 | 6,627 | 7,365 |
| Track | | | | |
| Baseball | | | | |
| Softball | | | | |
| Crew | | | | |
| Gymnastics | 300 | 5,439 | 6,117 | 6,798 |
| Lacrosse* | | | | |
| Swimming | | | | |
| Soccer | | | | |
| Cross Country | | | | |
| Tennis | 275 | 4,986 | 5,607 | 6,232 |
| Golf | | | | |
| Badminton | | | | |
| Water Polo* | 240 | 4,351 | 4,894 | 5,438 |
| ASSISTANT COACH: | Hours | 00 | 01 | 02 |
| Football | | | | |
| Basketball | 300 | 5,250 | 5,904 | 6,561 |
| Wrestling | | | | |
| Track | | | | |
| Volleyball | 250 | 4,375 | 4,920 | 5,468 |
| Baseball | | | | |
| Softball | | | | |
| Crew | | | | |
| Gymnastics | 230 | 4,025 | 4,526 | 5,030 |
| Lacrosse* | | | | |
| Swimming | | | | |
| Soccer | | | | |
| Badminton | | | | |
| Cross Country | | | | |
| Pole Vault | 210 | 3,675 | 4,133 | 4,593 |
| Tennis | | | | |
| Cheer | | | | |

| MIDDLE SCHOOL STIPENDS | | | | |
|-------------------------------|--------------|-----------|-----------|-----------|
| | Hours | 00 | 01 | 02 |
| Head Coach | 150 | 2,720 | 3,059 | 3,399 |
| Assistant Coach | 130 | 2,275 | 2,558 | 2,843 |

Weight room conditioning coach budget = \$2,898 per high school, to be paid at the assistant coach hourly rate of pay.

*Non-WIAA sports subject to policy 2151 and procedure 2151P

**Elementary Sports Schedule
2021-2022**

(Positions on this schedule do not require a Professional Education Certificate)

SCHEDULE 93EL

| ELEMENTARY | | |
|-------------------|-------------------------------------|-------|
| 5. | Cross Country | 1,139 |
| 6. | Head Track and Field | 1,425 |
| 7. | Assistant Track and Field | 888 |
| 8. | Track and Field Program Coordinator | 740 |
| 9. | Cross Country Program Coordinator | 740 |

| ELEMENTARY Grandfathered Rates (Hired prior to the 1997-98 school year) | | |
|--|-----------------------|-------|
| | Head Track Coach | 1,495 |
| | Cross Country Coach | 1,224 |
| | Assistant Track Coach | 678 |

**Activities Schedule
2021-2022**

(Positions on this schedule do not require a Professional Education Certificate)

SCHEDULE 94

Effective September 1, 2021

| HIGH SCHOOL | | | |
|--------------------|--|-------|--------------------|
| 1. | Stage Manager | 4,536 | |
| 2. | Ticket Supervisor | 683 | |
| 3. | Detention Supervisor | 2,286 | |
| | | | 01 02 03 |
| 8. | Special Olympics (up to four per school) | 1,406 | 1,812 2,210 |
| 9. | Service Club | 3,167 | 3,687 4,223 |

| MIDDLE SCHOOL | | |
|----------------------|----------------------|-------|
| 1. | Bus Supervisor | 1,496 |
| 3. | Detention Supervisor | 2,064 |

| ELEMENTARY | | |
|-------------------|----------------------|-------|
| 1. | Discipline | 2,160 |
| 2. | Bus Supervisor | 884 |
| 3. | School Safety Patrol | 884 |

Depending on the duties, the positions of Bus Supervisor, School Safety Patrol and Discipline may be paid paid additional compensation from discretionary monies.

Appendix B

Bargaining Unit Positions

| Senior High | Middle School |
|--|---------------------------------------|
| | |
| Baseball (Head and Assistants) | Basketball (Head and Assistants) |
| Basketball (Head and Assistants) | Bus Supervisor |
| Cross Country (Head and Assistants) | Cross Country (Head) |
| Detention Supervisor | Detention Supervisor |
| Football (Head and Assistants) | Football (Head and Assistants) |
| Golf (Head) | Soccer (Head and Assistants) |
| Gymnastics (Head and Assistants) | Tennis (Head and Assistants) |
| Cheer | Track (Head and Assistants) |
| Service Club | Volleyball (Head and Assistants) |
| Soccer (Head and Assistants) | Wrestling (Head and Assistants) |
| Softball (Head and Assistants) | |
| Special Olympics | Elementary |
| Stage Manager | Bus Supervisor |
| Swimming (Head and Assistants) | Cross Country |
| Tennis (Head and Assistants) | Cross Country Program Coordinator |
| Ticket Supervisor | Discipline |
| Track (Head and Assistants) | Safety Patrol |
| Volleyball (Head and Assistants) | Track and Field (Head and Assistants) |
| Wrestling (Head and Assistants) | Track and Field Program Coordinator |
| | |
| | |
| | |
| | |
| | |
| Titles represented by AAA but not funded: | |
| Bowling | |
| Chess | |
| Dance Supervisor | |
| Dance Team Advisor | |
| Drill Team | |
| Natural Helpers | |
| Parking Supervisor | |
| Pep Club | |
| Visual Aids | |
| Junior High Baseball and Softball | |
| | |
| | |

Appendix C
Grievance Processing Forms

Appendix C-1

STEP 1 COMPLAINT BY THE AGGRIEVED

Aggrieved Person _____

Date of Filing Claim _____

Date of Formal Presentation _____

Work Phone _____ Home Phone _____

School/Building _____ Subject Area/Grade _____

Supervisor Against Whom Grievance is Filed _____

Association Grievance Representative(s) _____

Statement of Grievance:

Relief Sought:

Signature of Aggrieved

- c: Superintendent
- Executive Director of Personnel
- NSEA President
- Grievance Representative(s)

Appendix C-2

STEP ONE DECISION OF SCHOOL PRINCIPAL OR SUPERVISOR

(To be completed by school principal or supervisor against whom the grievance is filed within ten (10) days after meeting with the grievant.)

Aggrieved Person _____

Date of Formal Presentation _____

School/Building _____

Principal/Supervisor _____

Decision of School Principal or Supervisor and Reasons:

Appendix C-2.1

STEP ONE

Decision of School Principal/Supervisor, page _____

Date of Decision _____

Signature of Principal or
Supervisor

Aggrieved Person's Response:

(Complete within five (5) days of receipt of above response.)

_____ I accept the above decision.

_____ I hereby refer the above decision to the Superintendent for review.

Date of Response _____

Signature of Aggrieved

- c. Grievant
Superintendent
Executive Director of Personnel
NSEA President
Grievance Representative(s)

Appendix C-3

STEP 2

Decision of Superintendent or Designee

(To be completed within ten (10) days after receipt of the grievance.)

Aggrieved Person _____

Date of Oral Presentation _____

Date of Appeal Received _____ Date Hearing Held _____

Decision of Superintendent or Designee and Reasons:

Appendix C-3.1

STEP 2 AND 3

Decision of Superintendent or Designee, page _____

Date of Decision _____
Signature of Superintendent or Designee

AGGRIEVED PERSON'S RESPONSE: STEP 3

(To be completed by aggrieved within twenty (20) days of decision.)

_____ I accept the above decision.

_____ I reject the above decision but elect to waive arbitration.

_____ I hereby refer the above decision to the Association for possible arbitration.

Date of Response _____
Signature of Aggrieved

- c. Grievant
Superintendent
NSEA President
Grievance Representative(s)

MEMORANDUM OF UNDERSTANDING
by and between
NORTHSHORE SCHOOL DISTRICT NO. 417
and
ATHLETICS & ACTIVITIES ASSOCIATION/NORTHSHORE EDUCATION ASSOCIATION
(COACHES)

This Memorandum of Understanding between the Northshore School District No. 417 (District) and the Athletics & Activities Association/Northshore Education Association (Association) regarding middle school culminating athletic events is supplemental to the 2021-2024 Collective Bargaining Agreement (Agreement) between the District and the Association.

WHEREAS following administrative staffing reductions at the middle school level, assistant principals have no longer been able to coordinate culminating athletic events (events); and

WHEREAS there is no provision in the Agreement for compensation to organize and coordinate these events;

THEREFORE, the parties agree to the following for the duration of the 2021-2024 Collective Bargaining Agreement between the District and the Association:

1. The District shall make available hours to coordinate a single annual event in each of the named sports below as follows:

Wrestling - twenty (20) hours

Cross Country - fifteen (15) hours

Track - fifteen (15) hours

Tennis - eight (8) hours
2. Compensation shall be at the head coaching hourly rate of pay.
3. This Memorandum of Understanding shall be effective prospectively from the date of adoption of the Agreement.

MEMORANDUM OF UNDERSTANDING
by and between
NORTHSHORE SCHOOL DISTRICT NO. 417
and
ATHLETICS & ACTIVITIES ASSOCIATION/NORTHSHORE EDUCATION ASSOCIATION
(COACHES)

This Memorandum of Understanding between the Northshore School District No. 417 (District) and the Athletics & Activities Association/Northshore Education Association (Association) regarding Middle School intramurals is supplemental to the 2021-2024 Collective Bargaining Agreement (Agreement) between the District and the Association.

WHEREAS, the District has established a middle school intramural program for the purpose of providing additional opportunities for students to participate in activities between middle school sports programs; and

WHEREAS, the Association desires to have a predictable way to pay employees to supervise intramural activities and ensure student safety;

THEREFORE, the parties agree to the following:

1. The rate of pay for intramurals will be the step 00 of the Head Coach hourly rate schedule (\$ 18.13 an hour for 2021-22).
2. Decisions regarding the intramural program shall be made through each school SDLT decision-making process, which may include a subcommittee established by the SDLT or other delegation of authority.
3. School staff shall be offered opportunities to submit intramural activity proposals.
4. Activities will be scheduled in two-hour increments on any given day for purposes of budgeting and pay.
5. When scheduling activities, the District will consider the number of students participating to ensure that there is adequate, safe supervision.

MEMORANDUM OF UNDERSTANDING
by and between
NORTHSHORE SCHOOL DISTRICT NO. 417
and
ATHLETICS & ACTIVITIES ASSOCIATION/NORTHSHORE EDUCATION ASSOCIATION
(COACHES)

This Memorandum of Understanding between the Northshore School District No. 417 (District) and the Athletics & Activities Association/Northshore Education Association (Association) regarding Middle School intramurals is supplemental to the 2021-2024 Collective Bargaining Agreement (Agreement) between the District and the Association.

The purpose of this memorandum is to confirm that the District will budget an amount of \$2,710 for each elementary school for extra-curricular activities and clubs in the 2021-22 school year. This amount will be increased by the Implicit Price Deflator (IPD) in 2022-23 and by the IPD in 2023-24.

MEMORANDUM OF UNDERSTANDING
by and between
NORTHSHORE SCHOOL DISTRICT NO. 417
and
ATHLETICS & ACTIVITIES ASSOCIATION/NORTHSHORE EDUCATION ASSOCIATION
(COACHES)

This Memorandum of Understanding between the Northshore School District No. 417 (District) and the Athletics & Activities Association/Northshore Education Association (Association) regarding the number of coaching positions assigned to certain sports is included to provide clarity and documentation regarding the sports and number of extra coaching positions that were agreed to in the 2021-2024 Collective Bargaining Agreement (Agreement), and when these changes will go into effect.

Beginning with the high school fall sports season of 2022, the following teams will receive one (1) additional assistant coaching position to be used as an Assistant Head Coach for the varsity team:

Volleyball
Boys' Basketball
Girls' Basketball
Boys' Soccer
Girls' Soccer

Additionally, the District's staffing guidelines for 6th grade sports will be adjusted to reflect the following:

For Basketball, an assistant coach will be added when student participation numbers reach 25. An additional assistant coach will be added when student participation numbers reach 40.
For all other sports, an assistant coach will be added when student participation numbers reach 35. An additional assistant coach will be added when student participation numbers reach 50.

Additionally, the District created staffing guidelines for the following 6th grade sports that had not previously existed in the staffing guidelines:

Volleyball
Boys' and Girls' Soccer
Boy's and Girls' Basketball

These increases will remain in place throughout the duration of this Agreement. Any revisions or extensions of this staffing will be subject to negotiation when bargaining for this Agreement commences in 2024.

MEMORANDUM OF UNDERSTANDING
by and between
NORTHSHORE SCHOOL DISTRICT NO. 417
and
ATHLETICS & ACTIVITIES ASSOCIATION/NORTHSHORE EDUCATION ASSOCIATION
(COACHES)

This Memorandum of Understanding between the Northshore School District No. 417 (District) and the Athletics & Activities Association/Northshore Education Association (Association) is included in this Agreement to provide documentation regarding the gap between September 1, 2019 and September 1, 2021, when there was no AAA Collective Bargaining Agreement in place.

The District and the Association agreed to extend the 2016-2019 Collective Bargaining Agreement through August 31, 2022, or until a successor Agreement was ratified, whichever was earlier. This extension was necessary due to the impact of the pandemic on all school operations.

FINAL AAA CBA 2021-2024 3.3.22

Final Audit Report

2022-04-01

| | |
|-----------------|--|
| Created: | 2022-03-31 |
| By: | Peggy King (pking2@nsd.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAXHF2rnyn3nhknglci7KJn_HnqdiUTjmH |

"FINAL AAA CBA 2021-2024 3.3.22" History

-  Document created by Peggy King (pking2@nsd.org)
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-  Document emailed to Paul Dillon (pdillon@washingtonea.org) for signature
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2022-04-01 - 4:56:28 PM GMT

 Document e-signed by Michelle C Reid (mreid@nsd.org)

Signature Date: 2022-04-01 - 4:56:38 PM GMT - Time Source: server

 Agreement completed.

2022-04-01 - 4:56:38 PM GMT