

COLLECTIVE BARGAINING AGREEMENT BETWEEN

NORTH KITSAP ATHLETICS AND ACTIVITIES ALLIANCE

AND

NORTH KITSAP SCHOOL DISTRICT

SEPTEMBER 1, 2018 - AUGUST 31, 2021

North Kitsap Athletics and Activities Alliance

Preamble

In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act; and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of the members who hold extracurricular positions in the North Kitsap School District which do not require OSPI certification, this Agreement is made and entered into 2013-16, by and between the District and Alliance. The North Kitsap Athletics and Activities Alliance (NKAAA) is affiliated with the North Kitsap Education Association (NKEA) the Washington Education Association (WEA) and the National Education Association (NEA).

ARTICLE I – ADMINISTRATION

Section 1 - Recognition

1.1 The Board recognizes the NKAAA as the exclusive bargaining agent for all extracurricular members in positions listed on the NKAAA Salary Schedule.

1.2 On an annual basis, the District will provide each member of the NKAAA a Payroll Action Form. The salary schedule will also be posted on the District website.

1.3 Unless the context in which they are used clearly requires otherwise, words in this Agreement denoting gender shall include both the masculine and feminine; and words denoting numbers shall include both the singular and plural; and the word "day" shall mean season days during the period of the first day of turnouts through the last day of school, and all weekdays, except holidays, during the remainder of the year.

Section 2 - Status of Agreement

2.1 This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

2.2 This Agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties. Any modification of the Agreement will be written by mutual agreement of the parties.

2.3 If any employee's individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

Section 3 - Conformity to Law

3.1 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 law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect. In the event a provision(s) is/are determined to be contrary to law as stated in this section, such provision shall be renegotiated.

Section 4 - Distribution of Agreement

4.1 Following ratification and signing of this Agreement the contract may be accessed on the District web site.

ARTICLE II – ALLIANCE RIGHTS

Section 1 - Use of School, Equipment, Mail, E-mail, and Bulletin Boards

1.1 The Alliance will have the right to use school facilities, at no charge, for meetings outside of school hours pursuant to the following guidelines:

1. The schools and grounds of the District are primarily for school district use. No use of facilities will be approved which interferes with the school program.
2. Before a District facility may be used, approval must be obtained on the appropriate application form supplied by the District.

1.2 The Alliance will have the right to use District office equipment subject to approval of the school administrator and shall not be approved when such use will interfere with the school program.

1.3 The Alliance shall have the right to use the District's mail service, electronic mail, and teachers' mail boxes for communication purposes in compliance with state laws and regulations and the terms and conditions of this Agreement, provided that the use of the mail service shall not disrupt nor interfere with normal District operation.

1.4 Bulletin board space will be available in each school for the use of the Alliance. Bulletins posted by the Alliance are the responsibility of the Alliance and shall be limited to official Alliance business. The District shall not assume responsibility of any liability for notices posted.

Section 2 - Availability of Information

2.1 Personnel information required by the Alliance shall be made available as permitted under state and federal laws and regulations; provided that a signed request is submitted by the employee involved designating the information to be released.

2.2 On an annual basis, the District will make available for the Alliance a copy of:

- A. Each insurance contract applicable to employees covered by this Agreement.
- B. The administrative procedures for the placement of employees on the Salary Schedule.
- C. A list of job descriptions for all bargaining unit positions.

2.3 The District shall make available to the Alliance, within five working days after the President's request to the District Athletic Director, information needed in the representation of members of the bargaining unit. If additional time is necessary to compile information, this five-day period will be extended at the District's request. Such information may include financial data, information that may be necessary for the processing of grievances or complaints, evaluation forms pertaining to employees covered by the agreement, budgetary data, current payroll information, addresses, or information needed for the preparation of bargaining proposals.

Section 3 - Alliance Consultation/Representation

3.1 The Alliance and the District will consult on any proposed changes to extra-curricular programs.

- 3.2. A school committee comprised of NKAAA representative(s), school athletic coordinator, and school administration will review and allocate all NKAAA Club Advisor stipend proposals.
- A. The Club Advisor stipends may be combined. The intent of these stipends is to provide a variety of intramural/club opportunities.
 - B. The stipend is based on Range T of the salary schedule and will include eight (8) advisory stipends for middle school.
- 3.3 The District agrees to invite NKAAA bargaining unit members to serve on district-wide committees charged with extra-curricular programs.
- 3.4 An NKAAA member from the same/similar sport or activity shall be given the opportunity to provide input (e.g.; job description, screening criteria, and interview questions, hiring criteria) into the hiring process of new members and the school athletic coordinator.
- 3.5 The NKAAA will provide representation from the same/similar sport or activity in the hiring process (screening, interviews) for a coaching vacancy. The priority for representation is listed below:
- A. NKAAA member from same/similar sport from that school.
 - B. NKAAA member from same/similar sport from the district
 - C. Athletic Coordinators will contact NKAAA President with proposed replacement if A or B cannot be met.
- 3.6 Prior to a head coach interview, Athletic Coordinators will inform the NKAAA President of the interview and who the NKAAA representative(s) will be.

ARTICLE III –MEMBER RIGHTS AND RESPONSIBILITIES

Section 1- Non-Discrimination Clause

1.1 The District and Alliance will not unlawfully discriminate with respect to race, creed, color, national origin, age, gender, sexual orientation, religion, marital status, or qualified individuals with disabilities. The District will act in lawful compliance with federal and state laws and regulations regarding non-discrimination of employees.

Section 2 - Due Process

2.1 No member shall be disciplined during the term of his/her supplemental contract year without just cause. A member shall be entitled to have present during a disciplinary meeting a representative of the Alliance when such request for representation is made.

2.2 Complaints that could lead to disciplinary action will be brought to the attention of the NKAAA member.

Section 3 - Personnel Files

Members shall, upon request, have the right to inspect their personnel file. An alliance representative, at the member's request, may be present in this review. A copy of the item to be placed in the personnel file will be given to the member.

Section 4 - Employment Practices

4.1 The District shall fill all vacancies with the most qualified applicant according to qualifications set out in the posting. In the event the most qualified applicants are substantially equal, priority can be given to North Kitsap School District certificated employees.

4.2 NKAAA salaries may be shared with the consent of the school athletic coordinator.

4.3 The alliance members will sign a code of conduct prior to starting their position. Failure to uphold the code will result in disciplinary action, up to and including, termination. (See Appendix I)

Section 5 - Stipend Notification

5.1 All NKAAA stipends are non-continuing (one year only).

5.2 The District shall notify current NKAAA member's in writing no later than thirty (30) business days after the WIAA state championship date of their season if they are not recommended for rehire a for the next year. This will be discussed during the end of season evaluation conference. Should an NKAAA member receive an unsatisfactory evaluation, a plan for improvement may be implemented by the evaluator. There may be an extended probationary period allowed to provide the member the opportunity to successfully meet the expectations for the plan for improvement.

5.3 When the District becomes aware of possible budget cuts that may affect programs, they will notify current NKAAA members in writing. Should there be budgetary constraints resulting in program reductions, the NKAAA representatives will work with the district to establish program priorities for the coming year. Members will then be notified if a stipend will be offered for the following year.

Section 6 - Professional Growth

6.1 The District shall pay the yearly membership dues to Washington State Coaches Association for Head and Assistant Coaches.

6.2 The district shall pay funds totaling \$150.00 per full stipend position to pay for Head and Assistant Coaches to attend clinics, workshops, and to help defray other costs associated with clinic/workshop attendance. Professional growth money may also be spent on educational materials, pending school athletic coordinator's approval. Members may accrue Professional Growth funds for a maximum of two years and may not exceed a total of \$450.00.

6.3 Upon written agreement, professional growth funds may be shared between members with Athletic Coordinator's approval.

6.4 The District shall provide First Aid/CPR classes for members at no cost. No reimbursement will be authorized for members taking non-district sponsored first aid classes.

Section 7 - Liability/Personal Property Protection

7.1 The employer agrees to provide for every member covered by and during the terms of this Agreement liability insurance as set forth in RCW 28A.400.360 in the amount of not less than \$250,000

in the case of suit arising from or the performance of duties. This coverage shall apply for any member on or off District premises: Provided that such member at the time of the act or omission was involved in an authorized school-related activity; provided further that any insurance maintained by the District which insures to the benefit of members shall be subject to the policy terms and aggregate limits.

7.2 The District shall maintain such coverage in the District's liability policy as is necessary to assure that the insuring company waives all rights to recovery from any member any money paid on behalf of the District and/or employees.

Section 8 - Dues, Deductions, and Representation Fees

8.1 All members of the bargaining unit shall, as a condition of employment, be a member of the Alliance and pay dues which will be deducted from the initial stipend payment each year.

8.3 This provision safeguards the rights of non-association of members based on bona fide religious tenets or teachings of a church or religious body of which such member is a member. Such members shall pay an amount of money equivalent to regular Alliance dues to a non-religious charity or to another charitable organization mutually agreed upon by the member affected and the Alliance. The member shall furnish written proof that such payment has been made. If the member and the Alliance do not reach agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the charitable organization.

8.4 The District shall provide the Alliance an annual status listing of all members, with seasonal updates, covered by this Agreement within ten days following adoption of the Agreement by the Parties. The Alliance shall identify members on the listing for whom dues shall be deducted.

Section 9 - Member Evaluation Procedure

9.1 The purpose of evaluation shall be to improve the performance of the member, as well as to improve the particular program and the experiences of students who participate in the program.

9.2 Head coaches will be evaluated by the school athletic coordinator. Assistant coaches will be evaluated by the head coach with input from the athletic coordinator. NKAAA members in non-coaching positions will be evaluated by an appropriate administrator as determined by the school principal. All final written evaluations will be in consultation with school administrator(s).

9.3 New Alliance members shall be observed within thirty (30) calendar days after the commencement of activity/season.

9.4 All Alliance members shall be evaluated within thirty (30) business days following the conclusion of their WIAA state championship date.

9.5 Each member shall have access to the evaluation form to be used and shall be apprised of the specific criteria upon which he/she will be evaluated by their identified supervisor.

9.6 A member shall be given a copy of the evaluation report prepared by his/her evaluator at the evaluation conference. The evaluation will be placed in the member's personnel file after the conference with the member.

9.7 A plan of improvement will be developed for members who receive an unsatisfactory evaluation, if they are recommended for rehire.

9.8 The member will have the opportunity to attach a written response or clarification to her/his observation/evaluation. This will be placed in the member's personnel file.

9.9 The Association President or designee will be notified in the event that a member will not be recommended for rehire for the following season, will be placed on a performance plan of improvement, or may be subject to disciplinary action.

Section 10 - Coaches Code of Conduct

10.1 The members and the district both believe that the members are role models for our students, schools, and communities.

10.2 The code of conduct will be signed by all coaches prior to the start of their first season of the year and will be kept throughout the year with the building athletic coordinator.

10.3 Members not following the code of conduct can be subject to discipline following the contract.

(See Appendix I)

Section 11. Leave of Absence

A leave of absence may be granted for one season by the North Kitsap Board of Directors upon recommendation of the superintendent or designee.

A. Notification

A member requesting a leave of absence shall do so by submitting a leave request form to his or her athletic coordinator.

B. Extension

A request for extension of leave shall be by letter of leave request form addressed to the Human Resources Department and no later than fifteen (15) after the end of the requested season. Extensions may be granted for only one season at a time.

C. Obligation of the District

Upon returning to service, the position on the salary schedule shall be maintained.

D. Obligation of Coaching Staff Members

Staff members granted leave must maintain a current mailing address, phone number and employment status with the Human Resources Department.

ARTICLE IV – PROGRAM EXPANSION OR REDUCTION

Section 1 - Program Revisions

The District agrees to discuss proposed program expansion or reduction with interested parties, including, but not limited to, NKAAA representative(s), school athletic coordinator(s) and/or District Athletic Director.

Section 2 - Criteria for Staffing

2.1 The following criteria shall be considered (among others) in determining staffing for new and existing programs.

- 1) The nature of the sport; safety/risk, skill acquisition, supervision (both at practice and at contests)
- 2) Title IX compliance
- 3) The number of athletes participating/requesting participation
- 4) The number of competitive levels in the league or in geographical proximity.
- 5) Budget

2.2 The District Athletic Director will make final staffing decisions per a mutually agreed upon timeline.

ARTICLE V – GRIEVANCE PROCEDURE

Section 1 - Purpose

The purpose of this article is to provide for the orderly and expeditious adjustment of grievances of members of the District covered by this agreement.

Section 2 - Definitions

2.1 A “grievant” shall mean a member, or group of members, of the Alliance filing a grievance.

2.2 A “grievance” shall mean a claim by a grievant that there exists a violation, misinterpretation or misapplication by the District of a specific provision of this Agreement, or any other written agreement between the Alliance and the District regarding members of this bargaining unit.

2.3 “Days” shall mean District office workdays.

2.4 “Time Limits” If the stipulated time limits are not met by the District, the grievant shall have the right to appeal the grievance to the next step. If the stipulated time limits are not met by the grievant, the grievance is deemed satisfied and may not be appealed further. The parties involved, may, by mutual written agreement, modify time limits contained in the procedure. The District and the Alliance shall receive copies of such agreements.

Section 3 - Right to Representation

3.1 Alliance representatives are allowed to represent members and present grievances to the District when mutually agreed upon meetings are scheduled during the workday. Whenever possible, the meetings will be scheduled outside the workday.

3.2 The District recognizes representatives upon their identification by the member.

Section 4 - Individual/Alliance Rights

4.1 A grievant can be represented at all stages of the grievance procedure by him/herself or at his/her option, by an Alliance representative selected by the member. If an aggrieved party is not represented by the Alliance, the Alliance shall have the right to be present and to state its views at all stages of the grievance procedure.

Section 5 - Procedure

5.1 A grievance by a member or group of members will be handled in the following manner:

Step One - The member or group of members, who wish to voice a grievance, may address the concern to the NKAAA Executive Board. If the board supports the concern, the member may proceed to Step Two.

Step Two - The grievant may address the grievance to the respective school athletic coordinator or that person's school designee. Upon learning of the grievance the school athletic coordinator, or designee, will set up a meeting within three days. After meeting with the grievant, the school athletic coordinator, or designee, will deliver a decision within four days. Should the athletic coordinator and/or designee not resolve the grievance to the satisfaction of the grievant, the grievant has three days to proceed to Step Three.

Step Three A - (Procedure for Middle School Grievance) - The grievant may file a grievance with the District Athletic Director. Upon learning of the grievance, the District Athletic Director will schedule a meeting within three days. After meeting with the grievant, the District Athletic Director will deliver a decision within four days. Should the District Athletic Director not resolve the grievance to the satisfaction of the grievant, the grievant has three days to proceed to Step Four.

Step Three B - (Procedure for High School Grievance) - The grievant may file a grievance with the school administrator or designee. Upon learning of the grievance, the school administrator or designee will schedule a meeting within three days. After meeting with the grievant, the school administrator or designee will deliver a decision within four days. Should the school administrator or designee not resolve the grievance to the satisfaction of the grievant, the grievant has three days to proceed to Step Four.

Step Four – The grievant may file a grievance with the District Athletic Director. Upon learning of the grievance, the District Athletic Director will schedule a meeting within three days. After meeting with grievant, the District Athletic Director will deliver a decision within four days. Should the District Athletic Director not resolve the grievance to the satisfaction of the grievant, the grievant has three days to proceed to Step Five.

Step Five - The grievant may bring the grievance and/or continuing concerns to the NKAAA Executive Board. Within seven days a meeting will be arranged with the grievant, the NKAAA Executive Board and the District Athletic Director. If, after this meeting the grievance persists, a request may be made, within five days, to move to Step Six.

Step Six - The grievant may appeal the decision of the Employer (Step 4) with the American Arbitration Association. Seven days notice shall be given to both parties of the time and place of the

hearing. The decision of the arbitrator shall be final and binding upon the Employer, the Alliance and the affected employee(s).

5.2 Cost of arbitration shall be equally shared by both parties.

Section 6 – No Reprisals

6.1 No reprisals of any kind will be taken against any member because of his/her participation in a grievance procedure.

Section 7 – Personnel Files

7.1 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s). Member evaluations and information dealing with the disciplinary action will be filed in the member's personnel file.

ARTICLE VI – ECONOMIC PROVISIONS

Section 1 General Provisions

1.1 The District agrees that all NKAAA members will be placed on the stipend schedule based in hired position.

Section 2 – Split Stipends

2.1 Stipends may be split between coaches on approval of both the building athletic coordinator and district athletic director.

Section 3 – Stipend Placements

3.1 The following provisions shall apply to all NKSD employees and transfers:

- A. All NKAAA members new to the District shall receive full public school and accredited private school experience.
- B. Any NKAAA member moving down (head to assistant; senior high head or assistant to Middle School head or assistant) in the same or similar sport or activity shall retain accumulated experience.
- C. Any NKAAA member who returns to coaching/advising shall retain previously accumulated District experience.
- D. Any NKAAA member making one of the following moves in the same or similar sport or activity shall retain accumulated experience:
 - 1) Middle School Head to High School Assistant
 - 2) High School Head to Middle School Head
 - 3) High School Assistant to Middle School Head

3.2 Same or similar sport/activity (per 3.1 B) will be determined by the District Athletic Director, School Athletic Coordinator and a NKAAA Executive Board Member.

Section 4 – Post Season Pay

4.1 Post season pay is that money which is paid to coaches whose athletes compete beyond the regular season of play.

4.2 Definition:

“Post Season” is defined as those contests in which a team or player(s) participate by virtue of their win/loss or record or some other qualifying standard(s).

4.3. Coaches shall receive 1/11th of their season stipend divided by 6 to get daily pay for each day of post-season coaching up to a maximum of 26 days. The number of coaches receiving post-season pay shall be only those necessary for safe and effective participation, as recommended by the head coach and preapproved by the District Athletic Director.

Section 5 – Mileage Reimbursement

5.1 Members may be reimbursed for mileage expense incurred due to their coaching assignment. Prior approval is required by the School Athletic Coordinator.

Section 6 - Summer Schedule Additional Hours

6.1 High School Athletic Coaches may be paid for up to 10 hours of work performed outside of the WIAA official season window.

A. Hours not to exceed 10 hours per position

B. Members will be paid at a rate of \$25.00 an hour

C. All summer hours must have prior approval from both the building Athletic Coordinator and the District Athletic Director. Proposal due to Athletic Coordinators by June 1. Actual hours worked reported to Athletic Coordinator by August 1.

D. Upon written agreement, summer additional hours funds may be shared between members with Athletic Coordinator’s approval.

ARTICLE VII – DURATION AND GENERAL PROVISIONS

Section 1 – Expiration

1.1 This agreement, when adopted by the parties, shall be in effect from the time of its adoption through August 31, 2021

1.2 This agreement or any provision herein may be extended by mutual written consent of the parties.

Section 2 – Waiver and Complete Agreement

2.1 This Agreement may be altered, changed, added to, deleted from or modified through mutual consent of the parties. This Agreement constitutes the entire Agreement between the parties, concluding collective bargaining for its term, except for negotiations over successor collective bargaining agreement, except as otherwise provided, herein. In accordance with Section 1 above, before the

expiration of this Agreement, the parties shall meet to negotiate at mutually agreeable times in an effort to mutually agree on the terms and conditions of a successor agreement.

Appendix I

North Kitsap School District Coaches Code of Conduct

1. The function of a coach is to properly educate students through participation in interscholastic competition. The interscholastic program is designed to enhance academic achievement and should never interfere with opportunities for academic success. Each child should be treated as though they were the coaches' own and their welfare shall be uppermost at all times.
2. The coach must be aware that he or she has a tremendous influence, either good or bad, in the education of the student athlete and thus, shall never place the value of winning above the value of instilling the highest desirable ideals of character.
3. The coach must constantly uphold the honor and dignity of the profession. In all personal contact with the student-athlete, officials, Athletic Coordinators, school administrators, the WIAA, the media and the public, the coach shall strive to set an example of the highest ethical and moral conduct.
4. The coach shall take an active role in the prevention of drug, alcohol and tobacco abuse and under no circumstances should authorize their use.
5. The coach shall avoid the use of alcohol and tobacco products when in contact with players
6. The coach shall promote the entire interscholastic program of the school and direct his or her program in harmony with the total school program.
7. The coach shall be thoroughly acquainted with the contest rules and is responsible for their interpretation to team members. The spirit and letter of rules should be regarded as mutual agreements. The coach shall not try to seek an advantage by circumvention of the spirit or letter of the rules.
8. The coach shall actively use his or her influence to enhance sportsmanship by their spectators, working closely with cheerleaders, pep club sponsors, booster clubs, and administrators.
9. Contest officials shall have the respect and support of the coach. The coach shall not indulge in conduct which will incite players or spectators against the officials. Public criticism of officials or players is unethical.
10. Before and after contests, rival coaches should meet and exchange friendly greetings to set the correct tone for the event.
11. A coach shall not exert pressure on faculty members to give student-athletes special consideration.

Printed Name

Signature

Date

Appendix II

COLLECTIVE BARGAINING AGREEMENT
between
NORTH KITSAP BOARD OF DIRECTORS

and
NORTH KITSAP ATHLETICS AND ACTIVITIES ALLIANCE
2018-2021

ADOPTED BY THE Board of Directors this 23 day of May 2019 and recorded in the minutes of the School District as of this date.

Agreed
FOR THE NORTH KITSAP SCHOOL
BOARD OF DIRECTORS

ChW-Martinson

President

Vice President

[Signature]

[Signature]

FOR THE NORTH KITSAP ATHLETICS AND
ACTIVITIES ALLIANCE

[Signature]

President

[Signature]

Vice President

[Signature]

Secretary/Treasurer

[Signature]

Bargaining Team

[Signature]

Bargaining Team