

**COLLECTIVE BARGAINING
AGREEMENT**

between the

**SHORELINE SCHOOL DISTRICT
NO. 412**

and the

**SHORELINE ATHLETICS AND
ACTIVITIES ASSOCIATION
(SAAA)**

Affiliated with the Shoreline Education Association/
Washington Education Association/National Education Association

**September 1, 2015
to
August 31, 2019**

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1
2 Collective Bargaining Agreement

3
4 Between

5
6 Shoreline School District and Shoreline Athletics and Activities Association

7
8 September 1, 2015 to August 31, 2019

9
10
11 **PREAMBLE**

12
13 This Collective Bargaining Agreement (hereafter "Agreement") is entered into by and between
14 the Shoreline School District No. 412 (hereafter "District") and the Shoreline Athletics and
15 Activities Association/SEA/WEA/NEA (hereafter "Association") in order to effectuate the
16 provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereafter "the
17 Act"), and to set forth prescribed rights with respect to wages, hours, terms and conditions of
18 employment.

19
20 This Agreement is made and entered into on this 1st day of September 2012, by and between the
21 District and the Association.

22
23 **SECTION 1 - RECOGNITION**

24
25 1.1 The District hereby recognizes the Shoreline Athletics and Activities Association
26 (SAAA), affiliated with the SEA/WEA/NEA, as the exclusive bargaining representative
27 for all classified employees in the bargaining unit described in Section 1.3.

28
29 1.2 The rights and privileges of the Association and its representatives as set forth in this
30 Agreement shall be granted only to the Association as the exclusive representative of the
31 employees, and to no other organization(s) representing any portion of the unit or
32 potential member of the unit.

33
34 1.3 The bargaining unit to which this Agreement is applicable is as follows:

35
36 "Any and all employees in extracurricular and coaching
37 positions that do not require OSPI teaching certification.
38 Excluded from this bargaining unit are High School Special
39 Assignments, High School Intramurals and Special
40 Activities, Middle School Special Assignments, Middle
41 School Intramural and Special Activities, Elementary
42 Activities, Elementary Intramurals, Elementary Leadership
43 Assignments, supervisors and confidential employees
44 pursuant to RCW 41.56.030, and all other employees of the
45 District."

46
47 1.4 The term "employee" when used hereafter in the Agreement shall refer to all classified
48 employees represented by the SAAA/SEA/WEA/NEA.

1 1.5 The terms "SAAA/SEA/WEA/NEA" hereafter refer to the Shoreline Athletics and
2 Activities Association, affiliated with the Shoreline Education Association/ Washington
3 Education Association/National Education Association.
4

5 1.6 The word "day" shall mean the employee's workday unless clearly noted otherwise.
6

7 1.7 In the event that the District determines to add, modify or eliminate any sport or activity
8 that would be covered by this Agreement, the District shall notify the Association and
9 meet promptly to jointly determine stipends and other terms and conditions for the new,
10 modified sport or eliminated activity.
11

12 1.8 Extracurricular contracts shall normally be offered to returning employees prior to June
13 15 each year.
14

15 **SECTION 2 - STATUS OF THE AGREEMENT**
16

17 2.1 It is agreed that the relations between the Parties shall be governed by the terms of this
18 Agreement only; no prior agreements, understandings, past practices, existing conditions,
19 prior benefits, oral or written, shall be controlling or in any way affect the relations
20 between the Parties, or the wages, hours and working conditions unless and until such
21 Agreement, understandings, past practices, existing conditions and prior agreements shall
22 be reduced to writing and duly executed by both Parties, subject to the date of this
23 Agreement.
24

25 2.2 This Agreement may be reopened on any item(s) during the term of the contract by
26 mutual consent of the Parties. Any modification of the contract will be by written mutual
27 agreement of the Parties.
28

29 2.3 In the event of a conflict between this Agreement and District rules, regulations, policies,
30 practices or individual contracts, this Agreement shall control.
31

32 2.4 All wages, hours, and terms and conditions of employment will remain in full force and
33 effect until the effective date of a subsequent agreement.
34

35 **SECTION 3 - CONFORMITY TO LAW**
36

37 3.1 This Agreement shall be governed and construed according to the Constitution and Laws
38 of the State of Washington. If any provision of this Agreement, or any application of this
39 Agreement to any employee or groups of employees covered hereby shall be found
40 contrary to law, such provision or application shall have the effect only to the extent
41 permitted by law, and all other provisions or applications of the Agreement shall continue
42 in full force and effect. Any provision(s) determined to be contrary to law shall be
43 renegotiated by the Parties within two (2) weeks after receipt of a written decision
44 determining the illegality.
45

46 3.2 Any provision(s) of this Agreement which may be contrary to law at the time of entering

1 into this Agreement, but becomes lawful during the life of this Agreement, shall take
2 effect upon becoming lawful.
3

4 **SECTION 4 - DISTRIBUTION OF AGREEMENT**
5

6 4.1 Following ratification and signing of this Agreement, the District will publish the
7 Agreement on the District website and the salary schedule will be readable and
8 downloadable. Ten (10) paper copies shall be provided to the Association at no cost.
9

10 4.2 There shall be two (2) signed original copies of the final Agreement for the purpose of
11 record-keeping. One original shall be retained by the District and one original by the
12 Association.
13

14 **SECTION 5 - DUES, DEDUCTIONS AND REPRESENTATION FEES**
15

16 5.1 All employees in the bargaining unit shall have the option of paying dues for Association
17 services. The Association will establish local dues and communicate the amount to the
18 District business office. In the event that an employee is a full dues paying member of
19 another WEA certificated or classified bargaining unit, she/he will not be required to pay
20 additional dues under this Agreement.
21

22 5.2 The District shall deduct from the employee's pay the dues required of those employees
23 who have voluntarily joined the Association as members. The amount deducted shall be
24 transmitted each month to the Association on behalf of the employee. Authorization by
25 the employee shall be on an approved form by the parties hereto and shall provide for
26 revocation of dues deduction by an individual between August 15 and September 30 of
27 the current contract year.
28

29 5.3 The Association agrees to indemnify and hold harmless the District from any and all
30 liability resulting from the dues payroll deduction system.
31

32 5.4 The District shall provide the Association with a quarterly status listing of all employees
33 covered by this Agreement within ten (10) days following the end of each quarter.
34

35 **SECTION 6 - ASSOCIATION RIGHTS**
36

37 6.1 The Association and its representatives shall have the right to use District buildings for
38 meetings and to transact Association business, so long as such business does not disrupt
39 school activities as determined by the building administrator.
40

41 6.2 The Association shall have the right to post notices of activities and Association matters
42 on bulletin boards, located in school buildings.
43

44 6.3 The Association may use District mail services and employee mail boxes for
45 communication purposes. The District assumes no responsibility for the distribution nor
46 content of any communication.

1 6.4 The District shall provide financial information to the Association in order for the
2 Association to represent its members.

3
4 6.5 In the event an employee is asked to attend a meeting which the District believes may
5 result in disciplinary action, the employee shall be informed of his/her right to
6 Association representation.

7
8 **SECTION 7 - EMPLOYEE RIGHTS**

9
10 7.1 Employees shall have the rights freely to organize, join and support the Association for
11 the purposes of collective bargaining and other concerted activities for mutual aid and
12 protection. The District will not discriminate against any employee with respect to
13 wages, hours or conditions of employment by reason of his/her membership in the
14 Association, participation in Association activities, and/or non-membership in the
15 Association.

16
17 7.2 The District and the Association are committed to a working and learning environment
18 that is free of discriminatory intimidation. Sexual harassment of students or employees is
19 a form of illegal sex-based discrimination and will not be tolerated.

20
21 7.3 There shall be no abridgment of citizenship rights or unlawful discrimination by either
22 the District or the Association for reason of sex, race, color, religion, national origin,
23 ancestry, pregnancy, age, marital status, medical condition or physical handicap.
24 Retaliatory action against any employee filing a complaint of any type of discrimination
25 is strictly prohibited.

26
27 7.4 No employee shall be discriminated against for refusing to take action which violates a
28 WIAA regulation or District policy. Prior to such refusal, the employee shall discuss the
29 issue with the immediate supervisor and/or the athletic director.

30
31 7.5 Employees will not be required to transport an individual student or room with an
32 individual student.

33
34 7.6 To maintain student discipline and order, the District will make every reasonable effort to
35 continue to provide adult support at the middle school level at home competitive
36 interscholastic events for football, volleyball, basketball, track and wrestling. Adult
37 supervision at the high school level will continue to be in accordance with the WESCO
38 agreement.

39
40 7.7 The District shall provide adequate facilities and equipment consistent with WIAA
41 standards.

42
43 7.8 Building administrators must inform employees of their right to union representation for
44 any meeting that could possibly lead to discipline or to a change in their job status. If the
45 employee indicates a desire for union representation, no meeting will take place until the
46 SAAA representative is present. Employees declining SAAA representation will have to

1 sign a waiver.
2

3 **SECTION 8 - EMPLOYEE PROTECTION**
4

5 8.1 The District shall support and uphold employees in their efforts to maintain discipline in
6 student athletics and activities consistent with District policy.
7

8 8.2 The District shall provide for the defense of an employee in any civil suit wherein the
9 complaint charges the employee with negligence and/or gross negligence (1) in
10 performing or failing to perform his or her pre-assigned and/or customary duties, or (2) in
11 the performance of any act to protect school property, to prevent injury to persons on
12 school grounds or at school functions, to maintain student discipline or control on school
13 grounds, or at school functions, or in performing other similar services for the District if
14 the employee acts in good faith and has reasonable grounds to believe that he or she has
15 authority to act for the District under the particular circumstances.
16

17 8.3 It is the intention of this paragraph to afford sufficient legal protection not only to
18 employees who seek to render services to the District in performing regular duties, but
19 also those who act expeditiously in uncommon situations to further the District's purpose;
20 and it is the further intention of this paragraph to afford employees the full protection of
21 the District's present liability insurance. The limiting factors to this paragraph are (1) the
22 defending of the suit shall not be inconsistent with the terms and conditions of the
23 District's present liability insurance; (2) in the event the claim is in excess of the
24 District's present insurance coverage, the employee must provide his/her own defense as
25 to the excess; and (3) the employee must cooperate in the defense of the suit as provided
26 in the liability insurance policies.
27

28 8.4 In the event an employee sustains an on-the-job injury, the employee shall immediately
29 notify his/her supervisor. The employee shall be informed of his/her right to industrial
30 insurance and workers' compensation, if applicable.
31

32 8.5 The District will continue to offer CPR and first aid training classes on an annual basis.
33 The District will provide approved first aid kits as needed.
34

35 **SECTION 9 - PERSONNEL FILES**
36

37 9.1 Employees or former employees shall, upon request, have the right to inspect the contents
38 of their personnel files kept by the District. Upon request, the employee will be provided
39 copies of any documents contained in his/her personnel file(s).
40

41 9.2 Any derogatory material not provided to an employee prior to the end of the season or
42 within 10 days following post season activities or within 10 days of receipt of the
43 derogatory material shall not be used as evidence in any disciplinary action against such
44 employee.
45
46

1 **SECTION 10 - VACANCIES AND JOB POSTINGS**

2
3 10.1 Vacancies due to retirement, resignation, death/illness, leaves and/or new positions
4 occurring during the work year will be posted on the District’s employment website until
5 the position is filled. Position postings will indicate “In-building certificated staff
6 preferred.”
7

8 10.2 All known vacancies, as defined in Section 10.1 above, for the following work year will
9 be reported to the Association and posted in each building prior to the last day of the
10 current school year. The job posting will be updated as new vacancies become available.
11

12 10.3 During vacation periods, the District’s employment website will be updated.
13

14 10.4 In accordance with District procedure, applicants will be notified of their acceptance or
15 rejection.
16

17 **SECTION 11 - LONGEVITY**

18
19 11.1 Coaches shall be paid a longevity stipend for eight (8) or more school years of
20 District coaching experience, or five (5) or more school years coaching the same sport in
21 the District, according to the following schedule:

- 22 • High School Head Coaches - \$750.00
 - 23 • High School Assistant Coaches - \$500.00
 - 24 • Middle School Head Coaches - \$450.00
 - 25 • Middle School Assistant Coaches - \$350.00
- 26

27 When eligible, coaches will receive a longevity stipend in each sport that they coach.
28 The longevity stipend does not apply to Overload Coaches.
29

30 **SECTION 12 - SALARY AND PAYMENT SYSTEM**

31
32 12.1 Salaries for employees covered by this Agreement are contained in Appendix A of this
33 Agreement. Classified coaches will be paid in three equal installments over the course of
34 the particular athletic season. Middle school intramural assistants will be paid in a single
35 lump sum payment at the end of the intramural season. Payments for employees who
36 also hold certificated positions in the District will be pro-rated over 11 months (October
37 through August) or the remaining months of the contract year. Experience steps shall
38 take effect on September 1st of each year during the term of this Agreement.
39

40 Beginning in the 2015-2016 school year, the District will adjust all rates on the SAAA
41 salary schedules by the amount of any State authorized salary increases for classified
42 school employees, effective beginning in the month in which such increase is effective in
43 the State funding allocation model. (Such increase shall be applied to Appendix A
44 following application of the mid-point adjustment, if any, described below.) In addition,
45 the rates on the SAAA salary schedule will receive a midpoint adjustment, if applicable,
46 based on a midpoint market study of the September 1st wage rates for each year for

1 comparable positions in the following seventeen (17) school districts of King/Snohomish
2 County: Bellevue, Edmonds, Everett, Highline, Issaquah, Lake Stevens, Lake
3 Washington, Marysville, Mercer Island, Monroe, Mukilteo, Northshore, Renton, Seattle,
4 Shoreline, Snohomish, and Tukwila. The midpoint market study shall be completed by
5 September 15th, using the data available at that time for the current school year, and any
6 midpoint adjustment and State authorized salary increases shall be paid on the October
7 paycheck and applied retroactively to September 1st of the current year. For the 2015-
8 2016 school year, increases shall be applied retroactive to September 1, 2015.

9
10 The “midpoint” shall be defined as the eighth ranked compensation amount for the
11 benchmark positions as identified on Appendix A, at the average salary level for each
12 district, excluding longevity stipends. For any position in the same salary band as the
13 benchmark position, for which Shoreline’s benchmark compensation is below the
14 midpoint, Appendix A shall be increased effective September 1 by the percentage
15 difference between the 8th ranked compensation and the compensation for the Shoreline
16 benchmark position. If Shoreline’s compensation is above mid-point for the benchmark
17 position, Shoreline compensation shall remain unchanged.

18
19 The Parties may agree to distribute the pool of funds generated by the mid-point market
20 study, if any, in a method other than the application of the percentage increase generated
21 by each position to that position.

22
23 For the purposes of the midpoint market study, the benchmark positions on Appendix A
24 shall be:

- 25 a) for High School Head Coaches: football, soccer, diving
- 26 b) for High School Assistant Coaches: football, soccer
- 27 c) for Middle School Coaches: football, basketball

28
29 12.2 The hours of the coaching and extra curricular positions necessarily fluctuate. Each
30 employee who completes the full season will be paid the entire compensation due under
31 this contract for each position as described in Appendix A; compensation will be pro-
32 rated for employees who do not work the entire season. Employees must receive prior
33 approval from the District Athletic Director before working more than forty (40) hours in
34 one week.

35
36 12.2.1 Employees otherwise employed by the District in a position eligible for overtime
37 outside of this bargaining unit shall be paid at one and one-half times the blended
38 rate for both positions consistent with FLSA for the week in which the overtime
39 occurred. Each employee subject to these provisions shall complete a timesheet
40 for all hours worked in the coaching or extra curricular activity. Timesheets shall
41 be turned in prior to the end of the coaching season.

42
43 12.2.2 For the purposes of calculating overtime under this Agreement, the regular hourly
44 rate of pay for the positions will be calculated by dividing the stipend amount on
45 Appendix A by the number of weeks designated by the WIAA for the activity,
46 divided by the number of hours worked in the activity for the week.

1 12.2.3 In the event of overpayment due to resignation or removal from a position, the
2 payroll correction shall be prorated among the remaining payroll checks of the
3 contract year.
4

5 12.3 The District will make every effort to provide assignment notices for employee signature
6 prior to the start of the particular athletic or activity season involved. The assignment
7 notice(s) will specifically list each sport/activity involved with the number of activity
8 days and experience days for each sport/activity.
9

10 12.4 Post-season pay is only available for post-season play in a tournament, which requires a
11 team or individual athlete to qualify before competing-up to a maximum of four (4)
12 weeks, for the following team sports: football, soccer, basketball, baseball, softball, and
13 volleyball. The freshman program is excluded from this section. Head coaches will
14 receive \$200 per week for post-season play at the district level of competition and \$250
15 per week for state level competitions. Assistant coaches will receive \$150 per week for
16 post-season play at the district level competition and \$200 per week for state level
17 competitions. Post-season pay will be pro-rated for employees in shared/split positions.
18

19 12.4.1 High school athletic trainers will be paid \$26.00 per hour for attending post-
20 season “away” events at the request of the District athletic director. Attending
21 these designated events will be in addition to maintaining regular office hours
22 during the post-season period.
23

24 12.5 Post-season pay for individualized sport events such as track, swimming, cross-country,
25 gymnastics, tennis, golf, diving and wrestling, will be available for post-season play
26 which requires a team or individual athlete to qualify before competing. Head coaches
27 shall receive \$200 per week and assistant coaches shall receive \$150 per week for district
28 level competitions. Head coaches shall receive \$250 per week and assistant coaches shall
29 receive \$200 per week for state level competitions. Post-season pay will be pro-rated for
30 employees in shared/split assignments.
31

32 12.6 Shared Positions - When two persons share an athletic or activity position, the two
33 persons share stipend and the experience level pay of the person with the most years of
34 experience. Reallocation of stipend(s) to fund an additional coaching position will be
35 limited to two (2) additional positions for football and one (1) additional position for all
36 other HS sports.
37

38 12.7 Pro-ration Of Stipend For Partial Season Assignment – A stipend will be pro-rated in
39 weekly increments for employees starting an assignment more than three (3) weeks after
40 the start of the season or for employees leaving a position prior to the end of the season.
41

42 12.8 Reimbursement of Athletic Staff Development Costs – High School Head Coaches will
43 be reimbursed a maximum of \$150.00 per year for registration fees at WIAA or District
44 Athletic Director approved clinics/workshops. High School assistant coaches and middle
45 school coaches will be reimbursed a maximum of \$100.00 per year for registration fees
46 at District Athletic Director approved clinics/workshops. Coaches in multiple

1 assignments are eligible for only one reimbursement to be paid at their highest
2 assignment level. Overload coaches are not eligible for reimbursement of staff
3 development costs.
4

5 12.8.1 All funds that are not utilized or encumbered by April 30th of each year will be
6 pooled. SAAA members originally eligible for the funds will be allowed to apply
7 for additional reimbursements, with an application window between April 30th
8 and June 30th. The District Athletic Director will approve the applications with
9 notification of approval of the additional funds within ten (10) days of receipt of
10 application to the Athletic Department. Employees may submit a request for
11 reimbursement for classes which occurred prior to the application window, if
12 within the current school year. Additional clinics must be completed by August
13 15th.
14

15 12.9 Classified Activity Leaders and Assistants – Each school will receive the following
16 amount per year for classified employees at that school who assist or lead extra-curricular
17 student activities.
18

19 High Schools	\$750 per year/school
20 Middle Schools	\$600 per year/school
21 Elementary Schools	\$500 per year/school
22 Elementary Schools	\$600 per year/school
23 with 20% or more	
24 students on free or	
25 reduced lunch program	
26 for the current school year.	
27	

28 Up to twenty-five percent (25%) of the Classified Activity funds may be used to
29 compensate classified employees engaged in leadership activities on behalf of their
30 school.
31

32 12.9.1 Allocation Process – Classified Activity Funding. Decisions regarding use of a
33 school’s Classified Activity funding will be accomplished through the equitable
34 participation of classified staff at that site and building administration. An
35 equitable process will include the following principles as appropriate:

- 36 a) Confirmation of the contractual scope for appropriate use of the Classified
37 Activity funds, per Section 12.9 of this Agreement.
- 38 b) Explaining the process for making the decision before the process begins.
- 39 c) Identifying level of input to be sought, “from whom” and “how”, which may
40 include classified staff, students and community members.
- 41 d) Analyzing the impact of potential decision on school, students & classified
42 staff.
- 43 e) Publicizing the process to all classified staff at the site.
44

45 In the event that the equitable process does not produce a decision, the final
46 determination will be made by the building administrator.

1 12.10 Washington State Coaches Association Membership – Head coaches will be provided
2 with annual membership in the Washington State Coaches Association. Assistant
3 coaches may choose to pay for their membership from the Athletic Staff Development
4 funds referenced in 12.8, above. The District will offer Assistant Coaches the
5 opportunity to use funds for this purpose, at least once annually.
6

7 12.11 Employees driving private vehicles in the performance of their assignment to SAAA
8 duties shall be reimbursed for mileage at the current I.R.S. rate, as established January 1st
9 of each calendar year.
10

11 **SECTION 13 - MANAGEMENT RIGHTS**

12

13 13.1 In order to operate its program, the District retains and shall have the following rights: to
14 determine the number, location and type of facilities; to determine the type and/or quality
15 of services rendered; to determine the methods, techniques and equipment utilized; to
16 hire, supervise, evaluate; to assign work; to establish and make known reasonable
17 administrative procedures and safety rules for all employees; and to determine the
18 number of employees assigned to any particular operation or shift.
19

20 All other traditional rights of management are also expressly reserved to the District and
21 the express provisions of this Agreement constitute the only limitations upon the
22 District's right to manage its program.
23

24 13.2 The District will develop written expectations for Activity assignments in consultation
25 with SAAA, addressing issues such as minimum requirements for appointment to the
26 position, program expectations, primary duties and responsibilities.
27

28 **SECTION 14 - PROBLEM SOLVING PROCESS**

29

30 14.1 If at any time you feel you are not being treated properly, please report the problem
31 immediately to your supervisor. A number of steps have been set up for you to receive a
32 prompt response.
33

34 1) Talk with your supervisor as soon as possible after you become aware of the
35 problem. Your supervisor is the person responsible for what goes on in your
36 immediate work area and assignment. He or she will review your problem, keep
37 you informed on the progress, and give you a reply within 10 working days.
38

39 2) If you still feel the problem is not resolved to your satisfaction, you can file a
40 written statement concerning the problem with the supervisor. You will be given
41 a written reply within 10 working days from the time the written complaint is
42 received. The decision reached at this level is subject to final review by the
43 Superintendent or designee, if requested by the employee. A meeting shall be
44 held with the Superintendent or designee within 10 working days from the time
45 the written complaint was received by the Superintendent. A written response
46 shall be given to the employee within 10 working days from the date of the

1 meeting.

- 2
- 3 3) A District-wide issue or class action affecting two or more employees may be
- 4 filed by the Association utilizing the same process set forth in items 1 and 2
- 5 above.
- 6
- 7 4) The District shall not take any reprisals against employees because of their
- 8 participation in this process.
- 9

10 **SECTION 15 - PERFORMANCE APPRAISAL**

11

12 15.1 All coaches and activity employees will be evaluated within 30 days of the end of their

13 season, for fall and winter sports/activities, and by the last day of the school year for

14 spring sports/activities. The evaluation must be delivered and discussed in a personal

15 meeting with the employee. A copy of the evaluation forms can be found in Appendix B-

16 1 and Appendix B-2. The District Athletic Director will work with building

17 administrators to advise them of the proper procedures to follow in evaluating SAAA

18 employees.

19

20 15.2 The building evaluator or the District Athletic Director shall attend at least one practice

21 session for 30 minutes and at least one competition event (game, match, meet) for thirty

22 (30) minutes for each sport in order to accurately evaluate the job performance of the

23 Head Coach in each sport. The evaluator will observe at least one (1) activity session of

24 at least thirty (30) minutes for any activity listed in Appendix A. A copy of the

25 evaluation will be forwarded to the District Athletic Director.

26

27 15.3 The building evaluator shall meet with the Head Coach of each sport to receive input on

28 the job performance of the assistant coaches assigned to that sport. A building

29 administrator must sign the evaluation for any SAAA employee. A copy of the

30 evaluation will be forwarded to the District Athletic Director.

31

32 15.4 A meeting shall be scheduled between the employee and the supervisor when there are

33 areas of concern and suggestions for improvement. Such concerns must be shared with

34 the employee within 10 days of the supervisor becoming aware of the concerns. Failure

35 to share the concerns in a timely manner will prohibit the administrator from citing such

36 concerns as a basis for an unsatisfactory evaluation and/or removal from the position. A

37 written summary of the meeting will be provided to the employee. If the employee

38 disagrees with the supervisor's assessment, the employee may write a statement of

39 rebuttal and have that statement attached to the performance assessment. Such rebuttal

40 statement must be filed within ten (10) working days of receiving the written assessment

41 summary. Annual evaluations, correspondence or other communications to an employee

42 will be maintained for a duration of no more than a three-year period. At the end of the

43 three- year period, such materials will be purged from any files kept by the District and/or

44 the building administrator, except for information about verbal or physical abuse or

45 sexual misconduct that must be retained pursuant to Chapter 29, 2004 Laws of

46 Washington, and any implementing regulations thereunder, when the District has made a

1 determination that there is sufficient information to conclude that the abuse or
2 misconduct occurred.

3
4 **SECTION 16 - REMOVAL FROM POSITION**

5
6 16.1 Appointments to supplemental assignments are on a yearly basis in accordance with
7 RCW 28A.405.240. Employees holding supplemental assignments shall have their
8 appointments reviewed each year by the building principal or designee. Employees in
9 high school positions shall be notified of non-renewal by the last day of the school year
10 for all sports/activities. Employees in middle school positions will be notified of non-
11 renewal by August 15. Any employee not being renewed in their assignment for the
12 following year will receive a written notice of that decision. A conference shall be held
13 between the employee and the supervisor to explain the reason(s) for non-renewal, at the
14 employee's request. Such request must be made within fourteen (14) calendar days of
15 the employee receiving the written notice to non-renew.

16
17 16.2 Employees not re-appointed shall have the right to use the problem solving procedure in
18 Section 14 of this Agreement.

19
20 16.3 Because Overload Assistant assignments end automatically at the end of the particular
21 athletic season, Sections 16.1 and 16.2 do not apply to employees in Overload Assistant
22 assignments.

23
24 **SECTION 17 – DUE PROCESS**

25
26 17.1 When a student, parent, community and/or staff complaint is received about an SAAA
27 employee, the administrator in charge of investigating the complaint will commence the
28 investigation within 10 days of receipt of the complaint. The SAAA employee will be
29 given notice of the complaint and provided with an opportunity to be interviewed as part
30 of the investigation. The 10-day notice and the necessity to conduct a full and fair
31 investigation shall apply at each level of site and/or District administration which is asked
32 to take action on the matter by the complaining party.

33
34 17.2 Failure to comply with the 10-day notice requirement to the employee will prohibit the
35 District from citing such complaints/concerns as a basis for an unsatisfactory evaluation
36 and/or removal from the position. It is understood that failure to provide required notice
37 at a lower level (site) will not preclude the District from taking timely action on a matter
38 which is referred to the District level at a later date, provided that the District-level
39 administrator provides the employee with the required notice.

40
41 17.3 An SAAA employee shall be entitled to SAAA representation at each level of the
42 investigative process as provided in Section 7.8 of the SAAA/District Collective
43 Bargaining Agreement.

1 **SECTION 18 –JOB REQUIREMENTS AND EXPECTATIONS**

2
3 18.1 All employees shall be required to meet the WIAA Coaching certification standards,
4 including completion of required on-line training, and shall hold a valid First Aid/CPR
5 card and any other license or certification required by specific rule or law for the position.
6 For newly hired employees, the District Athletic Director will waive the requirement
7 when the employee provides evidence that the employee is enrolled in a First Aid/CPR
8 class and obtains a First Aid/CPR card within the first 30 calendar days of hire.

9
10 Returning employees who do not have a current, valid First Aid/CPR card shall not be
11 allowed to coach. Coaches unable to perform their assigned duties due to lack of proper
12 certification shall have their pay prorated as necessary.
13

14 Employees may be expected to transport students to and from an authorized event, as
15 deemed necessary by the District Athletic Director. Employees with concerns about
16 transporting students shall be provided a meeting with their building administrator to
17 discuss those concerns. If the concerns cannot be resolved at the building level, a meeting
18 may be scheduled with the District Athletic Director and an SAAA representative.
19

20 When driving school district vans, the employee shall gather and submit a Washington
21 State Drivers abstract to the transportation office prior to the use of the vans. When the
22 District requires the submission of a driving abstract, the athletic department will
23 reimburse the employee for the cost of the abstract.
24

25 The District shall reimburse employees for eligible driving expenses incurred in the
26 performance of their duties in accordance with the District travel guidelines.
27

28 18.2 Non-Participants at Practices, Meetings and Contests. Coaches are not to bring children
29 to meetings or practices. Children are expected to stay in the designated area for all
30 spectators when attending contests.
31

32 **SECTION 19 - STIPEND REDISTRIBUTION PROCEDURE**

33
34 19.1 Appendix C is a form to be used when coaches or activity personnel wish to redistribute
35 the stipend allotted to each position or add an additional coach. All employees affected
36 by the decision need to be consulted, and their signatures need to appear on the form to
37 demonstrate agreement. The parties need to have a written record of the approved
38 request for payroll, auditing, and contract enforcement purposes. Only STIPENDS may
39 be redistributed. Experience level pay is earned by the individual, not the position.
40 Requests must be approved by the District Athletic Director, and a copy provided to the
41 Cascade UniServ representative for informational purposes. The completed form will be
42 sent to Human Resources.
43

44 **SECTION 20 - COACHES ADVISORY COUNCIL**

45
46 20.1 The Council will assist the District Athletic Director in addressing issues and concerns.

1 Each of the secondary schools will have a coaches' representative and an administrative
2 representative. District representatives will attend Advisory Council meetings and/or
3 bring matters to the Council's attention as needed. Meetings can be initiated by either the
4 SAAA President or the District Athletic Director.

6 20.2 Athletic training needs will be monitored by the Council in order to determine whether
7 additional services are needed for conditioning and injury assessment/treatment.

9 **SECTION 21 - DURATION OF AGREEMENT**

11 21.1 This Collective Bargaining Agreement shall become effective on September 1, 2015 and
12 shall continue in effect until August 31, 2019.

14 21.2 This Agreement or any provisions herein may be extended by mutual written agreement
15 of the Parties.

17 21.3 The District and the Association agree to maintain and update the Secondary School
18 Athletic Policy and Guidelines Handbook. The District and the Association agree to
19 maintain uniform SAAA evaluation procedures for all work sites in Shoreline.


21
22 Dated this 9 day of September, 2016.

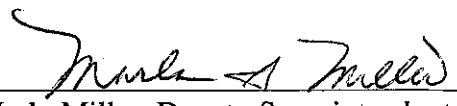
25 For the Association:

26
27 
28 _____
29 Pat Valle, SEA/SAAA President

31
32 
33 _____
34 Lyn Sherry, UniServ Representative

For the District:

26
27 
28 _____
29 Rebecca Miner, Superintendent

31
32 
33 _____
34 Marla Miller, Deputy Superintendent

35
36 
37 _____
38 Tam Osborne, Director
Human Resources

**SHORELINE PUBLIC SCHOOLS NO. 412
Athletic Activities Salary Schedule
FINAL 2015-2016**

Head Coaches - High School (See Note 1)							Effective 9/1/15
Notes	Sport	Year 1	Year 2	Year 3	Year 4	Year 5 & beyond	
Group 1	Basketball (boys)	\$5,427	\$5,742	\$6,061	\$6,374	\$6,692	
	Basketball (girls)						
	Cheer						
	Football						
Group 2	Baseball	\$4,175	\$4,489	\$4,827	\$5,165	\$5,526	
	Note 2						Cross Country (boys)
	Note 2						Cross Country (girls)
							Drill
							Flags
							Golf (boys)
							Golf (girls)
	Note 4						Gymnastics
							Soccer (boys)
							Soccer (girls)
							Softball
	Note 5						Swimming (boys)
	Note 5						Swimming (girls)
							Tennis (boys)
							Tennis (girls)
							Track (boys)
	Track (girls)						
	Volleyball						
Note 6	Wrestling						
Group 3	Note 3	\$2,516	\$2,822	\$3,127	\$3,433	\$3,738	
	Note 3						Diving (girls)
							Unified Soccer

NOTE 1: HS Head Coach experience steps will be awarded for all Shoreline School District coaching experience, WA experience in WIAA head coaching and/or head coaching in WIAA-equivalent sports in other states.
 NOTE 2: HS At 26 participants and at every 20 participants thereafter, in the combined boys and girls program, an Overload Assi
 NOTE 3: HS Both high schools will share the services of the specialty diving coach.
 NOTE 4: HS For every 12 participants, an Overload Assistant will be hired.
 NOTE 5: HS For every 25 participants, excluding diving team members, an Overload Assistant will be hired.
 NOTE 6: HS For every 25 participants, an Overload Assistant will be hired.
 High School Head Coach Longevity Pay: For longevity payments, please refer to Section 11.1 of the Agreement.

SHORELINE PUBLIC SCHOOLS NO. 412
Athletic Activities Salary Schedule
FINAL 2015-2016

Assistant Coaches - High School (See Note 7)

Effective 9/1/15

Notes	Sport	Year 1	Year 2	Year 3	Year 4	Year 5
						& beyond
Group 1	Athletic Trainer (per season)	\$4,578	\$4,860	\$5,140	\$5,421	\$5,702
Group 2	Basketball (boys)	\$3,623	\$3,960	\$4,329	\$4,696	\$5,095
	Basketball (girls)					
	Basketball 9th grade (boys)					
	Basketball 9th grade (girls)					
	Football 9th grade Assistant					
Group 3	Football (5 positions)	\$3,022	\$3,303	\$3,610	\$3,917	\$4,252
	Football 9th grade					
	Baseball JV Coach					
	Soccer (boys)					
	Soccer (girls)					
	Softball					
	Swimming (boys)					
	Swimming (girls)					
	Tennis (boys)					
	Tennis (girls)					
	Track (boys)					
	Track (girls)					
	Note 8					
Group 4	Note 9	\$2,538	\$2,776	\$3,032	\$3,290	\$3,570
	Note 10					
Group 5	Overload Assistant	\$838	\$916	\$1,001	\$1,086	\$1,178
	Weight Training (Summer)					

NOTE 7: Assistant Coach experience steps will be awarded for all years of Shoreline School District coaching experience. Washington experience in WIAA coaching and/or coaching in WIAA-equivalent sports in other states.
NOTE 8: Specialty Track Coaches will be used to coach a specialty event for both boys and girls.
NOTE 9: Stipend may be split by semesters or by seasons.
NOTE 10: Compensation for High School Overload Assistant coaches will be as follows:
An overload coach will be hired per the salary schedule above once the overload trigger number for each sport has been reached.
High School Athletic Trainer Longevity Pay: A \$750 longevity payment will be paid to any High School Athletic Trainer with 8 or

SHORELINE PUBLIC SCHOOLS NO. 412
Athletic Activities Salary Schedule
FINAL 2015-2016

Coaches - Middle School (See Note 11)

Effective 9/1/15

	NOTES	Sport	Year 1	Year 2	Year 3	Year 4	Year 5 & beyond
Group 1	Note 14	Football	\$2,724	\$3,028	\$3,333	\$3,639	\$3,945
Group 2	Note 12	Basketball (boys) (2 positions)	\$2,393	\$2,688	\$3,020	\$3,352	\$3,721
	Note 12	Basketball (girls) (2 positions)					
	Note 13	Cross Country (boys)					
	Note 13	Cross Country (girls)					
		Football Assistant					
	Note 12	Softball					
	Note 15	Track (boys) (2 positions)					
	Note 15	Track (girls) (2 positions)					
Group 3	Note 12	Volleyball (2 positions)	\$1,678	\$1,920	\$2,166	\$2,410	\$2,655
	Note 16	Wrestling					
	Note 17	Softball Assistant Overload Assistant (Cross-					

NOTE 11: MS Head Coach experience steps will be awarded for all Shoreline School District coaching experience, Washington experience in WIAA Head coaching and/or Head coaching in WIAA-equivalent sports in other states.
NOTE 12: MS For every 25 participants, an Intra-mural Overload Assistant will be hired at \$592 for 15 days of intra-mural
NOTE 13: MS At 26 participants and at every 20 participants thereafter, in the combined boys and girls program, an Overload As
NOTE 14: MS For every 25 participants, an Overload Assistant will be hired.
NOTE 15: MS For every 25 participants over 65 in the combined boys and girls track program, an Overload Assistant will be
NOTE 16: MS For every 20 participants, an Overload Assistant will be hired.
NOTE 17: Compensation for Middle School Overload Assistant coaches will be as follows:
An overload coach will be hired per the salary schedule above once the overload trigger number for each sport has been reached.
Middle School Head Coach and Asst. Coach Longevity Pay: For longevity payments, please refer to Section 11.1 of the

**SHORELINE PUBLIC SCHOOLS NO. 412
Athletic Activities Salary Schedule
FINAL 2015-2016**

Activities

Notes	Activity	Year 5	
		Year 1	& Above
	HS Chess Club	\$1,270	\$1,763
Note 19	HS Drama Assistant	\$1,270	\$1,763
	HS Tickets	\$848	\$1,342
	HS Competitive Dance (WIAA)	\$1,756	\$2,292
	MS Annual	\$1,694	\$2,311
	MS Chess Club	\$634	\$1,128
	Elem. Safety Patrol	\$1,694	\$2,311

Event Support (For Home Events)

Notes	Assignment	Rate per		
		Season	Event	Hourly Rate
Note 18	Stadium/Gym/Field Manager			\$18.32
Note 18	Stadium Manager - Community Events			\$20.46

NOTE 18: If Gym or Stadium Manager misses more than 2 events/season, stipend will be prorated accordingly.

NOTE 19: The HS Drama Assistant is eligible for two stipends per year, one per production. If additional productions are added at a school, the total amount generated as stipends may be split across the total number of productions via the stipend redistribution process in Section 19.0.

EVALUATION FORM FOR HEAD COACHES and ACTIVITY LEADERS

Coach/Leader _____

Conference Date _____

Sport/Activity _____

School _____

CATEGORY	Excellent	Satisfactory	Needs Improvement	Unsatisfactory
Professional Preparation				
Planning and Organization				
Adherence to School and District Policies				
Monitoring Paperwork and Eligibility				
Program Management and Accountability				
Supervision of Students				
Safety and Medical Oversight				
Promoting Learning & Skill Development				
Personal Skills and Conduct				
Communication				
Program Promotion and Publicity				

Evaluator's Comments:

Overall Rating: Excellent _____
 Satisfactory _____
 Needs Improvement _____
 Unsatisfactory _____

Recommendation: Renew _____
 Renew with conditions* _____
 Do not Renew* _____
 *Reasons must be attached in writing
 and must comply with Sections 16 & 17.

 Building Athletic Director

 Building Administrator

Coach's Comments:

Intent to return for next school year: YES _____ NO _____

 Coach's Signature

EVALUATION FORM FOR ASSISTANT COACHES

Coach/Leader _____

Conference Date _____

Sport/Activity _____

School _____

CATEGORY	Excellent	Satisfactory	Needs Improvement	Unsatisfactory
Professional Preparation				
Planning and Organization				
Adherence to School and District Policies				
Monitoring Paperwork and Eligibility				
Supervision of Students				
Safety and Medical Oversight				
Promoting Learning & Skill Development				
Personal Skills and Conduct				
Communication				
Support of Overall Program				

Evaluator's Comments:

Overall Rating: Excellent _____

 Satisfactory _____

 Needs Improvement _____

 Unsatisfactory _____

Recommendation: Renew _____

 Renew with conditions* _____

 Do not Renew* _____

 *Reasons must be attached in writing and must comply with Sections 16 & 17.

Building Athletic Director

Building Administrator

Coach's Comments:

Intent to return for next school year: YES _____ NO _____

Coach's Signature

APPENDIX C

**SHORELINE ATHLETICS AND ACTIVITIES ASSOCIATION (SAAA)
STIPEND REDISTRIBUTION REQUEST FORM
(SEND TO HUMAN RESOURCES, COPY TO WEA-CASCADE)**

NOTE: To be implemented per Section 19.0 of the Collection Bargaining Agreement.

School: _____

Sport/Activity: _____

Current Contract Allocation of
Stipends Per Individual:

Waiver Request Allocation of Stipends
Per Individual:

Rationale for Waiver Request:

Signatures of All Employees Involved

Signature of Principal/Designee:

Date of Request: _____

Approved:

District Athletic Director

Date

Shoreline Athletics and Activities Association and
Shoreline School District No. 412
Letter of Agreement
Eligibility for Middle School Coach Longevity Stipends

Shoreline Athletics and Activities Association (SAAA) and Shoreline School District No. 412 (District) hereby agree to recognize prior experience for Middle School Coaches who are newly eligible for longevity stipends in the 2015-2019 Collective Bargaining Agreement (CBA).

For eligibility purposes, Middle School Coaches shall be credited for experience accumulated prior to September 1, 2016 that would count for the longevity stipend as described in Section 11.1 of the CBA.

For the Association:

Pat Vace

Date: 9.9.2016

For the District:

Veronica L. Merie

Date: 9/9/16

For the Association:

Lynne Sherry

Date: 9/9/16

For the District:

Mark S. Muller

Date: 9/9/2016

Shoreline Athletics and Activities Association and
Shoreline School District No. 412
Letter of Agreement
Grandfathered Compensation for Certain Incumbents

Shoreline Athletics and Activities Association (SAAA) and Shoreline School District No. 412 (District) hereby agree to grandfather compensation for individuals who hold certain positions in the 2015-2019 Collective Bargaining Agreement (CBA) as of May 17, 2016.

Background: During negotiation of the 2015-2019 CBA, the Parties agreed to revise the structure of the salary schedule on Appendix A. To mitigate the impact of that revised salary schedule to incumbents in certain positions, the Parties agreed to grandfather the compensation for incumbents in those positions as follows:

1. With the exception of the individuals listed in this Letter of Agreement, all employees paid for work represented in the SAAA CBA shall be paid the stipend for the position as shown on Appendix A, implemented according to the language in the CBA.
2. Individuals who are incumbents as of May 17, 2016 in the positions listed below shall be paid stipends as shown on the 2014-2015 Appendix A, increased by COLAs, if any, as described in Section 12.1 of the CBA.
3. The stipends paid to these incumbent individuals shall not increase due to the value of mid-point adjustments, if any, as described in Section 12.1 of the CBA.
4. When the grandfathered stipend amount is less than the current stipend for the position on Appendix A, the individual shall no longer be in grandfathered status and shall be paid the stipend amount on the then current Appendix A for that position, implemented according to the language in the CBA.
5. This grandfathering applies only to the following individuals, provided they remain employed in the grandfathered position(s) without a break in service:
 - a. High School Track: Brandon Christensen, Miles Mason, Paul Villanueva
 - b. High School Varsity Wrestling: Brent Busby, Derek Norton
 - c. High School Junior Varsity Wrestling: Brandon Leach, Bryan Officer
6. This Letter of Agreement is supplemental to the 2015-2019 CBA between SAAA and the District. It is the intent of the Parties that this LOA shall be renewed until such time as none of the individuals named in this agreement remains in grandfathered status.

For the Association:




Date: 9.9.2016

For the District:




Date: 9/9/16

For the Association:



Date: 9/9/16

For the District:



Date: 9/9/2016

Shoreline Athletics and Activities Association and
Shoreline School District No. 412
Letter of Agreement
Implementation of Midpoint Salary Adjustments for 2015-2016

Shoreline Athletics and Activities Association (SAAA) and Shoreline School District No. 412 (District) hereby agree to the following implementation of midpoint salary adjustments to the Athletics stipends in Appendix A for the 2015-2016 school year.

Background: During negotiation of the 2015- 2019 Collective Bargaining Agreement, the Parties agreed to revisions to Section 12 of the CBA, pertaining to the methodology for conducting a midpoint comparison and adjustment of the Athletics stipend amounts in Appendix A. In addition, Section 12 states: "The Parties may agree to distribute the pool of funds generated by the mid-point market study, if any, in a method other than the application of the percentage increase generated by each position to that position"

In such years as the Parties agree to distribute the pool of funds generated by the mid-point market study by a methodology other than the application of the percentage increase as generated by each position to that position, such mutual agreement shall be documented by Letter of Agreement.

For the 2015-2016 midpoint salary adjustments, the Parties agree to distribute the pool of funds generated by the midpoint market study by implementing a 1% across the Board increase to the stipends for Athletics positions on the 2014-2015 Appendix A, except as expressly negotiated for grandfathered positions in Appendix X of the CBA.

For the Association:

Pat Vee

Date: 9.9.2016

For the District:

[Signature]

Date: 9/16/16

For the Association:

Kyle E. Henry

Date: 9/9/16

For the District:

Mark A. Miller

Date: 9/9/2016

Shoreline Athletics and Activities Association and
Shoreline School District No. 412
Letter of Agreement
Transportation of Students

Shoreline Athletics and Activities Association (SAAA) and Shoreline School District No. 412 (District) hereby agree to the following regarding the transportation of students to SAAA athletic events.

Background: During negotiation of the 2015- 2019 Collective Bargaining Agreement, the Parties agreed to develop sign-out procedures to allow parents/guardians to sign a general release allowing their student(s) to be transported to/from athletic events with other drivers.

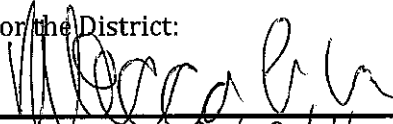
The District has developed such a form, which is available from the office of the District Director of Athletics and must be used by coaches when a student is allowed to be transported by someone other than that student's parent/guardian or the District's Transportation Department.

For the Association:



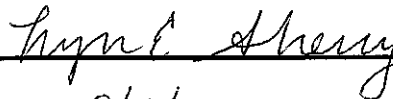
Date: 9.9.2016

For the District:



Date: 9/9/16

For the Association:



Date: 9/9/16

For the District:



Date: 9/9/2016