

COLLECTIVE BARGAINING AGREEMENT

MUKILTEO EXTRA-CURRICULAR CLASSIFIED UNIT



Mukilteo School District

September 1, 2021 – August 31, 2024

Mukilteo School District No. 6
and the
Mukilteo Education Association

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PREAMBLE

This agreement is entered into by and between the Mukilteo Education Association, the exclusive representative for the Mukilteo Extracurricular Classified Unit, and the Mukilteo School District No. 6, Snohomish County, Washington; WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement and in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION AND DEFINITIONS

Section 1 - Recognition

Pursuant to RCW 41.56, the Mukilteo School District No. 6 (hereinafter "District") hereby recognizes the Mukilteo Education Association (hereinafter "Association") as an employee organization and exclusive bargaining representative for the bargaining unit defined as follows:

All employees in extra-curricular positions in the District for which no certification is required (Decision 5254 - PECB).

Section 2 - Definitions

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

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

The term "Association" or "MEA" shall mean the Mukilteo Education Association.

The term "Unit" or "MECU" shall mean the Mukilteo Extra-Curricular Classified Unit.

The term "District" shall mean the Mukilteo School District No. 6 or the appropriate manager representing the District.

The term "employee" shall refer to all employees represented by the Association in the bargaining unit as defined in Article I, Recognition, and contracted to perform extra-curricular duties under a supplemental contract.

The term "supplemental contract" shall mean a contract issued for performance of specified services and is not a continuing contract.

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

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

ARTICLE II - STATUS AND ADMINISTRATION OF AGREEMENT

Section 1 - Ratification and Mutual Consent

Upon ratification by the Association and then by the Board and signing by authorized representatives thereof, this Agreement may be amended or modified during its term by mutual written consent of both parties.

Section 2 - Status of the Agreement

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

Section 3 - Relationship to Individual Contract

All employee contracts dealing with positions within the bargaining unit shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. Any such employee contract hereinafter executed shall expressly provide that it is subject to the terms of this Agreement. If any individual employee contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Section 4 - Conformity to Law

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, 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.

If any provision of this Agreement is so held to be contrary to law, the parties shall commence negotiations on said provision upon request of either party.

Section 5 - Distribution of Agreement

Within the first thirty (30) days following execution of this Agreement, the District shall deliver electronically a copy of the contract to each district coach/advisor, provide at least 25 hard copies to the Association for each year of the agreement, and post a copy to the District's website throughout the term of the agreement.

Section 6 - Appendices

The appendices are integral parts of this Agreement and by this reference are incorporated herein.

ARTICLE III - ASSOCIATION RIGHTS

Section 1 - Access

Association representatives shall be permitted to transact official Association business with employees on school property, provided that such use does not interfere with or interrupt normal school operations or the employee carrying on his/her contractual responsibilities. The Association will be the only employee labor organization having this right.

Section 2 - Membership Communication

The Association shall be the only employee labor organization having the right to utilize an organization bulletin board, at least one of which shall be provided in each faculty lounge of each school in the District, or place of reasonable access to employees but unavailable to students or the public generally, in the event faculty lounges are not in existence in a given school. Such use shall be for notices of activities and matters of Association business.

The Association shall have the right to use employee mailboxes for communication purposes. The Association shall have the right to use a school's regular bulletin for announcement of Association meetings.

Materials, publications, and/or written announcements may be distributed through personal contact, mailboxes and/or posting. Materials posted or distributed through mailboxes will have the date and the name of the individual posting, or the organization publishing such materials. A copy of publications distributed through the mailboxes will be provided to the building principal. A copy of publications distributed through the mailboxes and originating from the MEA office will be provided to the Superintendent or his/her designee. Any political publications will be distributed through the MEA building meetings or personal contact (such distribution shall be consistent with current practice).

The communication processes herein set forth shall not be used to endorse political candidates, personal issues or exploit students or faculty.

Section 3 - Availability of Information

The District shall provide financial information to the Association in order for the Association to represent employees in the bargaining unit.

The Board or its agents shall furnish to the Association, by October 1 if possible, at no cost to the Association, the names and addresses of all employees represented by the Association. In the event of staff changes, at least quarterly, the District shall furnish the names and addresses of staff alterations, so as to account for additions, resignations, leaves and retirements of staff.

Each party, at the request of the other during collective bargaining, will furnish to the requesting party necessary, pertinent, non-confidential information, so long as such information is readily available, for carrying on collective bargaining.

Section 4 - Employee Organization Membership and Representation Fees

The Association shall have the exclusive right to have deducted from the salaries of its members, the dues required for membership in the Association (including its state or national affiliates, including deductions for WEA-PAC and/or NEA-PAC). The amounts or percentages for these deductions shall not be subject to change during the school year.

On or before September 1 of each school year, the Association shall give written notice to the District of the dollar or percentage amount of individual dues and assessments, which dues and assessments are to be deducted in the coming school year under payroll deduction.

Members of the Association who had dues deductions made under the terms of the previous collective bargaining agreement shall continue to be members of the Association and have dues deducted unless such individuals revoke membership as provided below. Deductions for such members shall be made in installments divided equally over the members' pay warrants.

Upon Board approval of an extracurricular employee's stipend, the Department of Human Resources will notify the Association of the individual's name, position, site, social security number, and stipend.

Association members who qualify for membership in MEA via the certificated bargaining unit MEA represents will have no additional membership fee. MECU members who are not MEA members via the certificated bargaining unit MEA represents will have a dues structure as determined by the Association. Dues will be reviewed annually, and payroll will be notified of any changes.

The Association will submit copies of completed MECU Enrollment Forms to Payroll for their records. MECU members may choose cash or payroll deductions for payment of their dues. For members selecting payroll deductions, the Association will submit to payroll a delineation of dues owed with the request that the payment of said dues be deducted from the members' pay in installments divided equally over a time period determined by the payroll department. Payment of deducted dues is to be made to the Association which will in turn forward WEA and NEA dues to WEA for disbursement.

Authorization for dues deductions shall continue in effect from year to year unless a written request of revocation is submitted to the District and the Association, signed by the employee, and received between August 15 and September 15.

For all membership dues authorizations described above, the District agrees to remit monthly to the Association all money so deducted accompanied by a list of employees from whom the deduction has been made. On or before the monthly pay period, the District shall notify the Association of any changes in said list due to employees entering or leaving the employ of the District.

The Association hereby agrees to defend and hold the District harmless from any or all suits, damages as awarded by court, fees and costs, including attorney's fees, asserted or claimed against the District as a result of or arising from the District's enforcement, application or carrying out of this provision, except that the Association shall not be responsible for any unauthorized deductions made at the District's fault. It is understood that the Association shall have the right to utilize an attorney of its choice in defending and holding the District harmless as provided above. The Association, nevertheless, agrees to reimburse any employee from whom such fees, in excess of the amount authorized herein, were deducted so long as the Association received such excess amount. The Association agrees that the District assumes no responsibility in connection with such deductions except as to forwarding money as herein set forth.

Section 5 - Released Time for Formal Proceedings

The parties recognize that formal proceedings (involving both parties) in connection with collective bargaining and grievances shall not ordinarily take place during normal employee working hours. Formal proceedings shall not take place during normal employee's working hours without the mutual consent of both parties or their representatives.

Whenever Association representatives, who are designated beforehand and are directly involved in negotiations as spokespersons or regular negotiations team personnel, or as participants as representatives, witnesses, or grievant in grievance hearings, are mutually scheduled with the Board's or administration's representatives to participate in formal negotiations or grievance hearings during working hours, said designees shall suffer no loss of pay. The District has no obligation for compensation for lost time from employment with any employer other than the District.

Section 6 - Association Leave

Five (5) days in each year of this Agreement and Ten (10) days during the final year shall be granted to the Association for Association related business, as determined by the Association. To mitigate impacts to the substitute pool, secondary employees will secure internal coverage for their impacted class periods. If internal coverage cannot be obtained, the Association President shall confer with the Assistant Superintendent to achieve a solution. The employee(s) designated by the Association will be paid their salary and the District will be reimbursed the cost of a substitute and/or per diem coverage by the Association. Requests for leave under this provision shall be submitted by the Association President to the Superintendent or their designee five (5) school days prior to the date the leave is to take effect, except in unforeseen circumstances. A copy of each request shall be clearly stated. A written request will be submitted to the Superintendent or their designee and a copy to the building principal.

ARTICLE IV - EMPLOYEE RIGHTS

Section 1 - Individual Rights

Employees shall be entitled to full rights of citizenship. There shall be no discipline or unlawful discrimination with respect to the employment of any employee because of such person's age, gender, marital status, race, creed, color, national origin, domicile, sexual orientation or the presence of any sensory, mental or physical disability, unless the particular disability prevents the proper performance of the particular employee involved.

The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, age, gender, marital status or sexual orientation except as otherwise required by the District's affirmative action program. Membership in the Association shall not be denied to any employee because of domicile, race, creed, religion, color, national origin, gender, marital status or sexual orientation.

Section 2 - Right to Join and Support Association

Employees shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining, through representatives of their own choosing. Employees shall also have the right to refrain from any and all such activities, except to the extent required elsewhere in this Agreement. The District shall not discriminate against any employee in regard to hiring, tenure of employment, or any term or condition of employment as a result of: (a) Membership in the Association; (b) Participation in any activities of the Association or collective bargaining; or (c) Institution of any grievance, complaint or proceeding under this Agreement, so long as such matters are in accordance with this Agreement and the law.

Section 3 - Just Cause

- A. No employee shall be disciplined (defined for the purposes of this Section as including written warnings and written reprimands) without just cause. The specific grounds forming the basis for such disciplinary action will be made available to the employee and the Association in writing.
- B. An employee shall be entitled, upon request, to have present a representative of the Association during a disciplinary conference, including any: meetings held to conduct an investigation that could lead to disciplinary action, meetings held to allow the employee to know and respond to the evidence or testimony relevant to specific charge(s), and any follow-up meetings conducted after disciplinary action has been taken. Further, in the event a disciplinary conference is anticipated, the employee will be told the specific charge(s), provided that there shall be no discussion of the specific charge(s) prior to the meeting held to examine this matter. The employee shall be advised of the right of representation prior to any such meeting or conference, as described above.

Once initial notification has been made for any particular incident or event, additional notices of representation rights for meetings and conferences held in connection with that particular incident or event need not be given so long as the purpose of follow-up meetings and conferences is made known to the employee prior to their occurrence.

- C. Excluding instances warranting immediate suspension of an employee, no disciplinary action (for the purposes of this paragraph only, disciplinary action includes discharge from the position) may be taken without the employee having first been afforded the opportunity to meet with the appropriate building or District administrator and discuss the situation having given rise to the disciplinary action. In instances of immediate suspension, a meeting shall be held to discuss the situation as soon after the suspension as possible.
- D. No complaint or information related thereto may be used as the basis for, or as evidence in, any disciplinary action against an employee unless the employee has been notified of said complaint and related information within ten (10) days of District receipt of the complaint, and the employee

has had an opportunity to respond to same prior to any final decision to take disciplinary action.

- E. Letters of direction shall not be considered disciplinary actions. Letters of direction shall be retained by the building administrator in the employee working file at the building level. Letters of direction shall not be destroyed upon the change of the supervisor. At the request of the employee, a letter of direction shall be removed after it has been in the file for three (3) years, if no further similar or related incidents have arisen, and been documented in writing. The District shall provide a copy of the letter to the Association President unless the employee objects.

Section 4 - Personnel Files

The District will maintain an electronic and/or hard copy personnel file. The personnel records of an extra-curricular employee shall be available for inspection by and not withheld from said employee, during normal working hours. Upon request, copies of any documents contained therein shall be afforded the employee at no cost to the employee. A separate file for processed grievances shall be kept apart from the employee's personnel file, and shall be open for inspection by the employee. No materials shall be maintained in a personnel file unless a copy has been provided to the employee. A District official is to be on site and in attendance when personnel files are inspected.

Included in the personnel file should be the employee's current contract.

At the employee's option, another person may be present at the review of the employee's personnel file and records. Upon request by the employee, a District official shall prepare an inventory sheet to verify the file contents at that time.

Notice of the inclusion of disciplinary or derogatory information in the personnel file will be given the employee upon entry, and the employee shall be allowed to include his/her own short, concise comment to such derogatory statement. Disciplinary or derogatory information will be retained only in the hard copy personnel file. At the request of the employee, derogatory statements shall be removed after they have been in the file for three (3) years, if no further similar or related incidents have arisen, and been documented in writing.

Section 5 - Employee Protection

The District shall protect and hold harmless any employee from any action, claim or proceeding instituted against him/her arising out of the performance of duties for, or employment with, the District and hold him/her harmless from any expenses connected with the defense, settlement or monetary judgment from such actions, provided that the District shall not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to the employee's willful negligence, violation of law or criminal act as determined by a court of law.

Any case of assault upon an employee or by an employee shall be promptly reported to the building administrator. The administrator shall promptly render all assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

The District shall provide protection under the provisions of its insurance policy for loss or damage to personal property of school employees while such employees are engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof, when the employee deems that necessary. The limit of liability hereunder shall be \$2,000 per employee for each such claim.

The District or its insurer shall reimburse an employee for any loss of or damage to personal property necessarily used in the course of his/her duty when such loss or damage is willfully and maliciously inflicted by students or persons known or unknown on school premises or while the employee is on duty, subject to the following conditions:

1. For District coverage as provided above, such personal property must be registered with and approved by the building administrator prior to use.
2. There must be proof submitted that the employee either has no insurance or that his/her insurance does not cover the damage or loss in question. An employee must exhaust his/her own insurance recovery under this provision.
3. There must be filed with the District Business Office immediately after the loss or as provided in the District insurance policy, whichever is later, a claim for reimbursement.
4. The limit of liability shall be \$2,000 for any one claim.

The District will endeavor to furnish facilities free of and protected from known and recognized hazard. All employees will endeavor to avoid employment practices which would create hazard for themselves and others.

Section 6 - Student Discipline

The District administration and Board shall support and uphold its employees in their use of prudent, legal, and reasonable disciplinary measures. To assist employees in their exercise of such disciplinary efforts, the District shall:

1. Recognize and support an employee's use of such reasonable force as is necessary to protect himself/herself, a fellow employee or administrator, or a student from attack, physical abuse or injury, or to protect personal or District property from destruction or theft.
2. Recognize the right of employees to expect acceptable behavior from all students.

Section 7 - Individual Employee Contracts

Employees shall receive supplemental contracts for positions covered by this Agreement.

Employees whose supplemental contracts require them to start work in August prior to the start of a new school year shall, nevertheless, be considered to be working under the salary stipend provisions applicable to that new school year as set forth in this Agreement.

Every reasonable effort will be made by the District to offer supplemental contracts prior to service being performed.

An employee shall receive a hard copy contract to sign and return to Human Resources. The contract may be sent electronically by the District. Upon return, the signed document will be placed in the employee's personnel file. The employee may copy such signed contract and retain it for their records.

Section 8 - Job Postings

All extra-curricular job openings will be posted on the district employment website.

Section 9 - Non-Renewal Notices

Non-renewal notices may be issued within 30 calendar days of the end of a season but no later than the last student day of the school year. All employees covered under this agreement who do not receive a non-renewal notice will have assurance of continuation in their position for the following year, with the exception of those compensating through the use of building discretionary funds (factor points).

Section 10 - Pay Periods

All District and out-of-district employees will be paid at the end of the activity/sport season. In cases where the activity/season is for the entire year employees will be paid in nine (9) monthly installments beginning in October and ending in June.

Section 11 – Budgets

Schools with District athletic budgets will be allowed to carry over funds each year to allow schools to save for equipment or other expenditures.

Section 12 – Out-of-District Employees

All assigned tasks for out-of-district employees including, but not limited to, collection of uniforms, storage of uniforms, storage of equipment and completion of inventories will be completed and approved by school athletic director before authorization of final pay warrant.

ARTICLE V - MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Washington, and of the United States, including, but without limiting the generality of the foregoing rights:

- A. To the executive management organization and administrative control of the District and its properties and facilities,
- B. To direct the work of its employees, determine the time of daily operation and determine the kinds of services to be provided,
- C. To hire and evaluate all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign and transfer all such employees,
- D. To establish educational policies, goals and objectives; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations, and
- E. To build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of any emergency. An emergency is defined for the purpose of this Article as a clear and present danger to the health and safety of students and employees and the protection from immediate threat to District property.

ARTICLE VI - ACTIVITY SALARY SCHEDULE AND BENEFITS

Section 1 - Activity Salary Schedule

The activity salary schedule is shown by Appendix A.

Additional activity positions may be added to the Activity Payment Schedule in accordance with the following:

- A. The administration, Board, Association, and employees may initiate a proposed addition.

- B. Any positions added during the term of this agreement shall be determined by the District, and the pay for such added position shall be determined by agreement between the District and the Association.
- C. Building Discretionary Funds: A pool of factor points as shown in Appendix B shall be available to be used for extracurricular salaries/benefits to support yearly activity needs as determined by individual schools. Activities funded through this "pool" will be mutually agreed upon from year-to-year. The total top step factor value of all newly created positions cannot exceed the number of factor points available according to Appendix B. Factor points shall only be used to provide non-academic activity participation opportunities for students.
 - 1. Guidelines: All requests for use of the factor point "pool" will be made to a committee using the "Factor Point Request Form" (Appendix C).
 - 2. Decision-Making: A committee made up of one administrator and five elected staff members (certificated/classified) with representation from different departments and grade levels at each building shall review all requests and collaboratively decide the following:
 - i. Activities to be supported: the extracurricular schedule is to provide payment for building staff members working directly with students, e.g., elementary running club, intramurals, after school study hall, ASB advisor.
 - ii. Maximum number of hours
 - iii. Yearly evaluation of each funded activity

Section 2 - Travel

When authorized or required by their supervisor, employees utilizing their private automobile to travel on business related to their extra-curricular position shall be compensated at the IRS rate for mileage.

Section 3 - Number of Coaches

Should a head coach/advisor believe, due to the number of athletes/participants in a program or sport an additional coach or advisor should be added, the coach/advisor shall petition the Director of Athletics. Additional coaches/advisors will be considered on a case-by-case basis with particular attention paid to the numbers of athletes/participants per coach/advisor and safety concerns. If the District determines to add staff, such staff would normally be designated as assistants.

Section 4 – School Employees Benefits Board (SEBB)

Extra-curricular employees covered under this agreement, shall be eligible to receive benefits through the SEBB if they work, or have a reasonable expectation to work 630 hours or more in a school year or as otherwise designated by law. Extra-curricular hours may be combined with other hours worked within the District to calculate SEBB eligibility as permitted by law. A school year is defined as September 1 to August 31. The District will provide SEBB information to employees upon hire.

Section 5 – Paid Family and Medical Leave (PFML)

Beginning January 1, 2020, the State implemented the Paid Family and Medical Leave program as passed by the Legislature in 2017. It offers Washington workers the opportunity to receive partial wage replacement while on leave to recover from an illness or injury, bond with a new child, for certain military connected events, or to take care of a sick or injured family member. The District agrees to pay the full payroll premium for the Washington Paid Family and Medical Leave law.

ARTICLE VII - GRIEVANCE

Section 1 - Grievance Procedure

A. Definitions:

A grievant shall mean an employee, group of employees or the Association making allegation of a violation, misinterpretation, or misapplication of a specific provision of this Agreement.

A grievance shall mean an allegation by the grievant that a specific provision of this Agreement has been violated, misinterpreted and misapplied.

"Days" shall mean working days, except as otherwise indicated. If the stipulated time limits are not met at one level, the grievant shall have the right to appeal the grievance to the next level of the procedure.

B. Limitation:

All formal grievances shall be initiated by the grievant within twenty (20) calendar days of the date such grievance is discovered or reasonably should have been discovered. A grievance not presented in accordance with the foregoing shall be considered to have been waived by the grievant and will be denied. Grievances shall be processed as rapidly as possible, the number of days indicated at each step shall be considered as maximum, and every effort shall be made to expedite the process. Time limits under unusual circumstances may be extended by mutual consent. This grievance procedure shall be the exclusive method of resolving grievances covered hereby unless otherwise expressly provided in this Agreement.

C. Procedures:

1. Step One, Informal

A unit member grievant shall attempt to resolve the situation giving rise to the grievance by an informal conference with the grievant's immediate supervisor or other appropriate administrator. The Association when acting as grievant shall on its own behalf initiate a grievance by attempting to resolve the situation giving rise to the grievance through a conference with the appropriate administrator having lowest level of authority over the situation.

Three (3) days shall be allowed for this informal process to resolve the grievance. If the informal process fails to resolve the grievance, the grievant may initiate the formal grievance process in accordance with the following:

- a. A grievance involving only one employee or group of employees at the same school shall be initiated at Step One Formal as defined below.
- b. A grievance involving more than one employee at more than one school may be initiated at Step Two as defined below.
- c. A grievance involving Association right may be initiated at Step Two as defined below.

2. Step One, Formal

Within the time period provided herein, the grievant(s) shall present to his/her immediate supervisor or his/her building principal, as applicable, his/her grievance on a grievance form provided by the Association. The immediate supervisor shall arrange a meeting with the grievant(s) and an Association representative, if requested by the grievant, within four (4) days thereafter. The grievant shall have the option of having the grievance presented by

an Association representative, if he/she so desires. Within three (3) days after such meeting the immediate supervisor or principal, as applicable, shall provide the grievant with a written decision.

3. Step Two

If the decision rendered under Step One does not resolve the grievance within five (5) days, or if the supervisor or principal has failed to meet said time limit, the grievant(s) may, within three (3) days thereafter, appeal the grievance in writing to the Superintendent, or his/her designee, which designee may not be the supervisor involved.

The Superintendent or his/her designee shall arrange for a hearing by the grievant(s) to take place within five (5) days of receipt of the appeal. The grievant(s) and the District shall have the right to include at the hearing such witnesses and evidence as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have seven (7) days to provide his/her written decision to the grievant(s). Grievances by the Association shall be initiated at Step Two.

4. Step Three

- a. If the grievant(s) is not satisfied with disposition of his/her grievance at Step 2, or if no decision has been rendered within the time specified therein, the grievant(s) may within five (5) days after notification thereof request, in writing, with copies to the District and the Association, that the Association submit the grievance to Arbitration. The Association, by written notice to the Superintendent, within ten (10) days after receipt of the request from the aggrieved person, may request arbitration.
- b. The arbitrator shall be selected by the American Arbitration Association in accord with its Voluntary Labor Arbitration Rules, which shall likewise govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
- c. The arbitrator, who shall function in a judicious and not a legislative capacity, shall have only such jurisdiction and authority as is specifically granted by this Agreement. The arbitrator shall have no power to change, add to, subtract from, or delete from any of the specific terms of this Agreement. The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or by this Agreement. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with the grievance shall be consolidated for hearing before the arbitrator, and the arbitrator shall have the authority to hear the cases regarding arbitrability and the merits before resolving or deciding upon either issue. Both parties agree to be bound by the award of the arbitrator, and that judgment may be entered in any court of competent jurisdiction. The decision of the arbitrator, when provided in accordance with the foregoing, shall be final and binding upon both parties provided, however, the arbitrator may not award any relief which imposes any obligation upon the District or Association with respect to any period of time either before the effective date of this Agreement or after the expiration date of this Agreement.
- d. The cost for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association; all other costs will be borne by the party incurring them.

- e. By mutual agreement, the Association and the District may agree to utilize the rules for expedited arbitration of the American Arbitration Association. The arbitrator, in such an event, shall have the same authority as provided by paragraph c above.

D. Representation:

At least one (1) Association representative may, at the option of the Association, be present for any meeting, hearing, appeals, or other proceeding related to a grievance.

E. Time Limit Exception:

When a grievance is submitted or the time limits occur on or after June 1, time limits shall consist of weekdays, exclusive of Saturdays and Sundays so that the matter may be resolved as soon as possible thereafter.

Any deviation from the time limits on or after June 1 must be by mutual consent of the grievant and the District.

F. Reprisals:

No reprisals of any kind will be taken by the Board or the School Administration against any employee because of his/her participation in any grievance. In the event of any alleged reprisals under this paragraph F, the Association shall have the right to initiate a grievance related to said reprisal at Step Two.

G. Cooperation of Board, Administration and Association:

The Board and the administration will cooperate with the Association in its investigation of any grievance and, further, will furnish the Association such information as is pertinent to the processing of a grievance. The Association will likewise cooperate with the Board and the administration in its investigation of any grievance and, further, will furnish the District such information as is pertinent to the processing of a grievance.

H. Personnel Files:

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. One (1) year after the settlement of a grievance, all specific references by name of individuals involved in the grievance shall be expunged from all such documents, communications and records relating to the grievance.

I. Grievance Forms:

Forms for filing and processing grievances shall be provided by the District and available through the Association. They shall be the same forms as used by the Association through its non-supervisory certificated collective bargaining agreement.

J. Continuity of Grievance:

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

DURATION

This 2021-2024 Agreement shall be effective as of September 1, 2021 and shall continue in effect through August 31, 2024.

Negotiations between the parties on a successor Agreement shall begin at least one hundred twenty (120) days prior to the contract expiration date. If pursuant to such negotiations, agreement on a successor Agreement is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for specific periods by mutual agreement of the parties.

SIGNATURE OF PARTIES

THIS AGREEMENT has been ratified by the parties and is hereby executed their duly authorized respective representatives as follows:

FOR THE DISTRICT

FOR THE ASSOCIATION

By: <u>Bruce Herbert</u>	By: <u>Dana Wiebe</u>
<u>May 27, 2021</u>	<u>May 27, 2021</u>
Date	Date

APPENDIX A – ACTIVITY SALARY SCHEDULE

The schedule will increase by 2% in 2022-23 and 2.5% in 2023-2024.

Credit for both in-District and out-of-District private/public school compensated experience in the same sport or activity shall be awarded in accordance with the schedule. For coaches, prior experience counts if the person is moving from an assistant to an assistant position, head to a head position or, from a head to an assistant position. Assistant coaches, in or out-of-district, within the same sport and same level will be placed at one step below current salary schedule placement when moving to a head position. It shall be up to the individual employee to provide appropriate written documentation to the District to verify their out-of-District experience.

Post Season Play: In accordance with the schedule below, coaches will be compensated for post season play.

- Post-season pay will be awarded to coaches who qualify to play beyond their regular sport season. This includes District/Regional, and/or State meets/tournaments, and does not include league play. For football, it is all state-playoff games, including "Bi-District State Qualifiers" (like Wesco #1 vs SPSL #3) Trainers shall receive \$150 per week for authorized post-season play in all team sports. Cheer coaches and Dance advisors shall receive \$100 per week for authorized post play in football and basketball.
- The full week stipend will be paid for post-season play that continues 4+ days in a week
- 50% stipends apply for 1-3 days in a week

ACTIVITY/SPORT	HIGH SCHOOL				
	STEP 1	STEP 2	STEP 3	STEP 4	POST SEASON
ATHLETIC TRNR - FALL (360 hrs)	\$10,282	\$10,282	\$10,282	\$10,282	\$150
ATHLETIC TRNR - WINTER (270 hrs)	\$7,711	\$7,711	\$7,711	\$7,711	\$150
ATHLETIC TRNR - SPRING (270 hrs)	\$7,711	\$7,711	\$7,711	\$7,711	\$150
BAND, MARCHING ASST	\$2,693	\$2,925	\$3,243	\$3,611	
BASEBALL - HEAD	\$4,393	\$4,813	\$5,311	\$5,924	\$225
BASEBALL - ASST	\$3,298	\$3,611	\$3,987	\$4,445	\$100
BASKETBALL - HEAD	\$5,425	\$5,924	\$6,573	\$7,337	\$225
BASKETBALL - ASST	\$4,069	\$4,445	\$4,928	\$5,503	\$100
CHEER COACH	\$5,425	\$5,924	\$6,573	\$7,337	\$100
CHESS CLUB	\$1,148	\$1,339	\$1,527	\$1,910	
COLOR GUARD	\$3,592	\$3,898	\$4,320	\$4,813	
CROSS COUNTRY - HEAD	\$4,168	\$4,551	\$5,009	\$5,810	\$225
CROSS COUNTRY - ASST	\$3,040	\$3,323	\$3,670	\$4,101	\$100
OPTIONAL COMPETITIVE DANCE	\$1,569	\$1,569	\$1,569	\$1,569	
DANCE TEAM**	\$4,050	\$4,434	\$4,891	\$5,463	\$200
DRAMA TECH - FALL	\$1,910	\$2,102	\$2,294	\$2,483	
DRAMA TECH - SPRING	\$1,910	\$2,102	\$2,294	\$2,483	
DRILL TEAM	\$3,592	\$3,898	\$4,320	\$4,813	
FOOTBALL - HEAD	\$6,116	\$6,687	\$7,414	\$8,255	\$225
FOOTBALL - ASST	\$4,585	\$5,016	\$5,559	\$6,189	\$100
GAME MANAGEMENT COORDINATOR	\$4,588	\$4,966	\$5,348	\$6,116	
GOLF - HEAD	\$3,887	\$4,194	\$4,614	\$5,695	\$225
GOLF - ASST	\$2,855	\$3,088	\$3,405	\$4,090	\$100
MUSICAL PIT - ORCH DIRECTOR	\$1,910	\$2,102	\$2,294	\$2,483	
MUSICAL - VOCAL DIRECTOR	\$1,910	\$2,102	\$2,294	\$2,483	
SOCCER - HEAD	\$4,356	\$4,740	\$5,234	\$5,847	\$225
SOCCER - ASST	\$3,268	\$3,552	\$3,928	\$4,386	\$100

SOFTBALL - HEAD	\$4,393	\$4,813	\$5,311	\$5,924	\$225
SOFTBALL - ASST	\$3,298	\$3,611	\$3,987	\$4,445	\$100
SPECIAL OLYMPICS - HEAD	\$2,350	\$2,532	\$2,604	\$2,712	\$125
SPECIAL OLYMPICS - ASST	\$1,354	\$1,557	\$1,759	\$2,034	\$100
SWIMMING - HEAD (grandfathered)	\$5,119	\$5,617	\$6,230	\$6,956	\$225
SWIMMING - HEAD (08-09 forward)	\$4,316	\$4,813	\$5,425	\$6,153	\$225
SWIMMING - ASST (grandfathered)	\$3,840	\$4,217	\$4,674	\$5,216	\$100
SWIMMING - ASST (08-09 forward)	\$3,250	\$3,626	\$4,083	\$4,626	\$100
TENNIS - HEAD	\$4,050	\$4,434	\$4,891	\$5,463	\$225
TENNIS - ASST	\$3,040	\$3,323	\$3,670	\$4,101	\$100
TRACK - HEAD	\$4,821	\$5,242	\$5,740	\$7,107	\$225
TRACK - ASST	\$3,357	\$3,670	\$4,042	\$4,530	\$100
UNIFIED SPORTS - HS HEAD (per season)	\$2,350	\$2,532	\$2,604	\$2,712	\$125
UNIFIED SPORTS - HS ASST (per season)	\$1,354	\$1,557	\$1,759	\$2,034	\$100
VOLLEYBALL- HEAD	\$4,371	\$4,791	\$5,252	\$6,281	\$225
VOLLEYBALL- ASST	\$3,124	\$3,437	\$3,784	\$4,242	\$100
WT MANAGEMENT COORD	\$1,199	\$1,291	\$1,328	\$1,383	
WT TRNG SUPERVISOR	\$3,058	\$3,437	\$3,821	\$4,204	
WRESTLING - HEAD	\$5,732	\$6,267	\$6,956	\$7,757	\$225
WRESTLING - ASST (grandfathered)	\$4,301	\$4,699	\$5,216	\$5,820	\$100
WRESTLING - ASST (08-09 forward)	\$3,946	\$4,345	\$4,861	\$5,466	\$100

**SEE MOU

MIDDLE SCHOOL					
ACTIVITY/SPORT	STEP 1	STEP 2	STEP 3	STEP 4	
BASKETBALL - HEAD	\$2,674	\$2,903	\$3,209	\$3,592	
CROSS COUNTRY - HEAD	\$2,515	\$2,704	\$2,914	\$3,537	
CROSS COUNTRY - ASST	\$1,719	\$1,867	\$2,061	\$2,294	
FOOTBALL - HEAD	\$3,135	\$3,437	\$3,784	\$4,204	
FOOTBALL - ASST	\$2,350	\$2,579	\$2,840	\$3,154	
INTRAMURAL ADVISOR	\$2,294	\$2,483	\$2,674	\$3,058	
SOCCER - HEAD	\$2,674	\$2,903	\$3,209	\$3,592	
SOFTBALL - HEAD	\$2,674	\$2,903	\$3,209	\$3,592	
SOFTBALL -ASST	\$1,748	\$1,922	\$2,121	\$2,350	
SWIMMING - HEAD	\$2,331	\$2,560	\$2,829	\$3,135	
SWIMMING - ASST	\$1,748	\$1,922	\$2,121	\$2,350	
TRACK - HEAD	\$2,615	\$2,844	\$3,113	\$3,983	
TRACK - ASST	\$1,748	\$1,922	\$2,121	\$2,350	
VOLLEYBALL- HEAD	\$2,674	\$2,903	\$3,209	\$3,592	
WRESTLING - HEAD	\$2,903	\$3,172	\$3,515	\$3,935	
WRESTLING - ASST	\$2,180	\$2,379	\$2,638	\$2,955	
ACES					
COACH	\$1,148	\$1,339	\$1,527	\$1,910	
ELEMENTARY					
PATROL ADVISOR	\$764	\$878	\$992	\$1,148	

DISTRICT POSITIONS				
COMPUTER SPECIALIST - ES, ACES	\$2,209	\$2,408	\$2,807	\$3,209
COMPUTER SPECIALIST - MS	\$2,519	\$2,770	\$3,227	\$3,681
COMPUTER SPECIALIST - HS	\$3,047	\$3,330	\$3,692	\$4,131

APPENDIX B

BUILDING DISCRETIONARY FUNDS (FACTOR POINTS)	
Elementary Activities (FTE up to 600)	\$4,427
Elementary Activities (FTE above 600)	\$4,795
Middle School Activities	\$9,500
ACES Activities	\$4,058
HS Activities	\$10,328
Extra-Curricular Hourly Rate:	\$23.97

In addition to the co-curricular building factor schedule funds, the Board of Directors, in their discretion, may budget annually for additional co-curricular activities. In the event additional funds are available, these funds should be distributed in a manner consistent with the current funds for additional student activities at each building. Staff will be compensated for these additional activities in accordance with this agreement.



Mukilteo School District

Factor Point Request

Name: _____ Proposed Group: _____

Factor Points Requested: _____

Describe Activities/Events for the Year: _____

Estimated Amount of Time per Week: _____

Additional Details: _____

**Memorandum of Agreement
Between
Mukilteo Education Association ('Association')
And
Mukilteo School District No. 6 ('District')**

COMPUTER SPECIALIST POSITION

The Association and District are committed to the continued effectiveness of the computer specialist stipend position for the term of the agreement.

The specific duties of the building computer specialist include:

Communication

- Act as a positive first point of contact for Technology Services (customer service rep)
- Act as the liaison between Technology Services and your staff
- Collaborate with Technology Services and building to develop and refine service level agreements
- All staff receiving a stipend are required to attend monthly after-school computer specialist meetings
- Collect and disseminate information to your staff

Education

- Assist staff in locating help resources and reference materials
- Model Digital Citizenship (appropriate use, copyright, safety, etc.)
- Provide monthly Tech Tips and resources to your staff
- Promote the use of mySupport by building staff

Troubleshooting

- Assist your staff and the Service Desk in troubleshooting incidents
- Collaborate and work with Technology Services to resolve incidents
- Gather and share information about problem solving steps already applied
- Monitor tickets daily to resolve or escalate
- Transfer work orders when they cannot be resolved

Facilitate support

- Install software when appropriate following district guidelines
- Install peripheral drivers when necessary
- Maintain building computer carts
- Maintain accurate records for inventory (If applicable)

The selection and evaluation will be conducted by the building principal/designee and the district technology director. The principal/designee and the computer specialist will collaborate on the use of the building budget funds.

The District shall continue to provide its monthly meeting/training opportunities for building computer specialists throughout the school year with the expectation that anyone receiving all or part of a computer specialist stipend attend monthly.

Memorandum of Agreement
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Mukilteo School District No. 6 ('District')

The technology department and computer specialists will continue to promote the use of MySupport by building staff to ensure issues/problems are addressed effectively and in a timely manner.

Each building will receive a budget amount* to provide additional support for the computer specialist. These funds may be used for substitute release time and/or additional compensated time for direct building service beyond the normal work day or when the duties impact the computer specialist's planning time or other contractually-obligated time (i.e. Non-Student Work days). The principal/designee and computer specialist will collaborate on the use of such funds, and will communicate the plans for use of such funds to a technology director in advance.

The District shall adjust the allocated computer specialist FTE based upon October 1 student enrollment. The intent of any increase beyond 1.0 FTE is to expand the computer specialist duties to more than one person in order to increase availability and support for building staff. In addition, the District will provide a budget amount each school year as follows:

<u>Building level/enrollment</u>	<u>Position FTE</u>	<u>Budget support*</u>
ACES/Elementary schools < 500 student FTE	1.0	\$400
Elementary schools 500-599 student FTE	1.25	\$500
Elementary schools 600+ student FTE	1.5	\$600
Middle schools	1.5	\$600
Kamiak/Mariner	2.0/2.25	\$800/\$900

In the event a building has an unusual number of teachers new to the District, additional support in August will be provided to orient/train such new employees. The new support may be in the form of additional district-level staffing support or additional computer specialist compensation. A technology director and MECU representative will collaborate and decide the appropriate level of support in these cases.

Dated this 27th of May, 2021.



Dana Wiebe
MEA President



Bruce Hobert
Assistant Superintendent

**Memorandum of Agreement
Between
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And
Mukilteo School District No. 6 ('District')**

High School Competitive Dance Stipend

If a high school chooses to have a WIAA competitive dance program and compete in the winter season then the school shall receive a \$1569 stipend which may be used for supplemental compensation for the dance team advisor for activities described and/or for additional personnel assistance as determined by the advisor.

Dated this 27th of May, 2021.



Dana Wiebe
MEA President



Bruce Hobert
Assistant Superintendent


**Memorandum of Agreement
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POST SEASON COACHES


In the process of negotiating a new collective bargaining agreement, the Association and District agreed to revisions in the new agreement about eligibility for post season stipends. Related to post season participation the parties agreed to the following number of coaches who would be eligible for post season stipends:

Sport	#of Coaches
Athletic Trainer	1
Baseball	2
Basketball	3
Cheer	1
Cross Country	1 coach for 1-5 participants, 2 coaches for 6-10 participants 3 coaches for 11+ participants
Dance Team	1
Football	5
Golf	1 coach for 1-5 participants 2 coaches for 6+ participants
Soccer	2
Softball	2
Swimming	1 coach (plus diving coach, if applicable) for 1-5 participants 2 coaches (plus diving coach, if applicable) for 6+ participants
Tennis	1 coach for 1-5 participants 2 coaches for 6+ participants
Track	1 coach for 1-5 participants (plus 1 position coach, if applicable) 2 coaches for 6-10 participants (plus 1 position coach, if applicable) 3 coaches for 11+ participants (plus 1 position coach, if applicable)
Volleyball	3
Wrestling	1 coach for 1-5 participants 2 coaches for 6+ participants 3 coaches = 11+ participants

Dated this 27th of May, 2021.



Dana Wiebe
MEA President



Bruce Hobert
Assistant Superintendent

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eSports

eSports is a growing world of competitive, organized video gaming. It is under consideration by the WIAA as a possible endorsed student activity for public schools. There are multiple considerations for engaging in eSports within a public school district including technology requirements and external interaction with non-school district students. Currently, some Mukilteo schools offer some form of eSport activities through the use of factor points.

In order to allow for continued and/or increased student interest, and for further consideration of a more formalized and recognized MECU activity, including established stipends, the parties agree that in 2021-22 any middle or high school eSport-related proposal will be submitted using Appendix C, to the appropriate building administrator. The principal will then submit the proposal to the District's Chief Technology Officer and the District Athletic Director for approval. Within reasonable limits, the use of factor points to support eSports-type student activities will be in addition to the school's factor point allocation.

It is in the intent of the parties to work collaboratively to determine if eSports is a viable recognized activity within the Mukilteo School District and, if so, identify the design, structure, and requirements of any future eSport offerings, and to negotiate a commensurate stipend amount(s) by the end of 2021-22.

Dated this 27th of May, 2021.



Dana Wiebe
MEA President



Bruce Hobert
Assistant Superintendent

**Memorandum of Agreement
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Mukilteo School District No. 6 ('District')**

Re: Unified Sports and Special Olympics

Over the past several years, the District's school-based Unified Sports and Special Olympics programs have been evolving based upon available student opportunities and student and staff interest. The Unified Sports and Special Olympics programs are unique MECU offerings in that they have more range and flexibility in design and structure and are not subject to WIAA requirements such as specified seasons, coach/advisor training, inter-school competitions.

The parties will engage program representatives of staff and administrators in 2021-22 for the purpose of reviewing and identifying possible activity options, time commitments, and possible ranges and limitations of school-based program options. Upon completion of the representatives' feedback and suggestions, the District will propose the program design/structure and will meet with the Association to negotiate program, stipend compensation and staffing levels commensurate with the identified program offerings beginning in the 2022-23 school year.

For 2021-22, the Unified Sports and Special Olympics coach/advisor will be compensated according to the following schedule:

POSITION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	POST-SEASON
UNIFIED SPORTS-HS (per season)	\$2350	\$2532	\$2604	\$2712	\$125
UNIFIED SPORTS-HS ASST (per season)	\$1354	\$1557	\$1759	\$2034	\$100
SPECIAL OLYMPICS - HEAD	\$2350	\$2532	\$2604	\$2712	\$125
SPECIAL OLYMPICS - ASST	\$1354	\$1557	\$1759	\$2034	\$100

Dated this 27th of May, 2021.



Dana Wiebe
MEA President



Bruce Hobert
Assistant Superintendent

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COVID-19 Impacts

The parties agree to meet, discuss, and potentially negotiate any impacts to the MECU collective bargaining agreement as a result of Federal, State, or Local COVID-19 health and safety requirements or other guidance.

Dated this 27th of May, 2021.



Dana Wiebe
MEA President



Bruce Hobert
Assistant Superintendent