

# ***WORKING AGREEMENT***

between

Bremerton Coaches and Activities  
Association

and

Bremerton School District 100-C

*“Extending Learning Through Activities”*

September 1, 2011 – August 31, 2012

*Working Agreement  
between  
Bremerton Coaches and Activities Association  
and  
Bremerton School District 100-C*

**ARTICLE I  
PREAMBLE**

Section 1.1. This Agreement is made and entered into between Bremerton School District Number 100-C (hereinafter "District") and Bremerton Coaches and Activities Association (hereinafter "Association").

**ARTICLE II  
RECOGNITION**

Section 2.1. The District hereby recognizes the Association as the exclusive representative of all coaches and regular employees holding extra-curricular positions identified in Appendix A. All terms and conditions of this Agreement apply to all employees unless specifically stated otherwise. Nothing contained herein shall be construed to include in the bargaining unit any person whose duties necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2).

**ARTICLE III  
MANAGEMENT RIGHTS CLAUSE**

Section 3.1. The District's Board of Directors and its agents are legally responsible for the management of the District. Reserved to the District, therefore, is the exclusive authority to manage, determine, and operate the District's programs and staff, subject to this Agreement. Except as specifically and expressly covered and controlled by the language of this Agreement or federal or state laws and/or regulations, all matters relating to program, facilities, budget, personnel and staffing, including the establishment, change, combination or elimination of positions or programs shall be determined and administered by the District through such policies, procedures, and practices as it may select.

This statement of District authority shall be deemed the equivalent of detailed enumeration of all respects in which such authority may properly be exercised.

#### **ARTICLE IV ASSOCIATION RIGHTS CLAUSE**

Section 4.1. The Association will have the right to use school building facilities, for meetings outside of school hours pursuant to the following guidelines:

Section 4.1.1. The buildings and grounds of the District are primarily for school district use. No use of facilities will be approved which interferes with school programs.

Section 4.1.2. Before a District facility may be used, approval must be obtained on the appropriate application form supplied by the District.

#### **ARTICLE V EMPLOYEE RIGHTS AND RESPONSIBILITIES**

Section 5.1. The District and Association will not unlawfully discriminate with respect to race, creed, color, national origin, age, honorably discharged veteran or military status, gender, sexual orientation including gender expression or identity, religion, marital status, the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a person with a disability. The District will act in lawful compliance with federal and state laws and regulations regarding non-discrimination of employees.

Section 5.2. No employee shall be disciplined during the term of his/her supplemental contract year without just cause or without using the principles of progressive discipline. The principles of just cause are explained in Appendix B. An employee shall be entitled to have present during a disciplinary meeting a representative of the Association when such request for representation is made.

#### **ARTICLE VI EMPLOYMENT CONDITIONS**

Section 6.1. Coaching assignments shall be for one year only.

Section 6.2. Post-season pay will become effective after the end of regular league competition and shall continue only to the point in which teams or individuals are eliminated from further competition.

Section 6.2.1. Additional pay for post-season play will be provided in accordance with Appendix A.

Section 6.2.2. All coaches in the specific sport will receive post-season pay when the competition involves an entire team. Post-season pay involving individual athletes will be given to the Head Coach. One additional post-season stipend will be given to the Assistant Coach specializing in the individual athlete's area of expertise.

Section 6.2.3. Post-season travel and meal expenses will be reimbursed for Head Coaches. Assistant Coaches who are receiving the additional post-season stipend pursuant to Section 6.2.2 above may submit travel and meal expenses not to exceed \$100.

Section 6.3. Liability Insurance benefits shall be maintained by the District for the duration of this agreement, pursuant to state law.

Section 6.4. Prior to the beginning of the spring sports season, a tentative schedule of dates when coaches will need an early release from their teaching duties to attend competitive events will be posted by the Athletic Director. The purpose of this schedule is to facilitate the acquisition of substitute teachers.

## **ARTICLE VII SALARIES AND COMPENSATION**

Section 7.1. The salary provisions of this agreement are contained in Appendix A. In support of a grade 6-12 athletic program, Mountain View Middle School coaching staff members are designated as District assistant coaches. If there are two assistant coaches in a sport at Mountain View Middle School, they are co-coaches with equally-shared responsibilities. Specifics on post-season salaries and compensation can be found in Section 6.2.

Section 7.2. The hours of the coaching and activity positions included in this bargaining unit necessarily fluctuate. Each employee will be paid the entire stipend due under this contract for work weeks in which the employee's hours are less than forty (40). Employees who are not exempt under the Fair Labor Standards Act (FLSA) shall receive overtime compensation equal to one and one-half times their regular hourly rate for all hours work over forty (40) in a work week. Employees must receive prior approval from the athletic director or principal before working more than forty (40) hours in one week.

Section 7.2.1. Employees otherwise employed by the District in a position outside of this bargaining unit which is eligible for payment of overtime shall be paid at one and one-half times the blended rate for both positions consistent with the Fair Labor Standards Act for the week in which the overtime occurred. Each employee subject to these provisions shall complete a timesheet for all hours worked on the coaching or activities assignment along with the employee's regular timesheet.

Section 7.2.2. For the purposes of calculating overtime under this Agreement, the regular hourly rate of pay for the coaching/activity positions will be calculated by dividing the stipend amount on Appendix A by the number of weeks designated by the WIAA for the activity, divided by the number of hours worked in the activity for the week.

## **ARTICLE VIII WIAA DUES AND PROFESSIONAL DEVELOPMENT**

Section 8.1. The District shall pay the yearly membership dues to the Washington State Coaches' Association for each head and assistant coach.

Section 8.2. The District shall provide funds for coaches to attend clinics, workshops, to help defray other costs associated with clinic/workshop attendance, and educational materials, pending the Athletic Director's approval. For the 2011-2012 school year, an allocation of \$2,000 per season (fall, winter and spring) will be allocated for these purposes. Any unused funds from a season shall be rolled into the following two seasons. For example, if there is \$100 remaining after the fall season, the winter and spring season sports programs will receive an additional \$50 added to the initial \$2,000 allocation. The District will also fund WIAA Summer Conference registration fees and a \$100 stipend to defray travel costs for up to eight (8) coaches.

Section 8.3. The District shall provide First Aid/CPR classes for coaches at no cost to participants. Arrangements will be made through the Athletic Director for attendance at such classes.

## **ARTICLE IX GRIEVANCE PROCEDURES**

Section 9.1. A grievance is defined as an alleged misinterpretation of, violation of, or failure to comply with, the terms and provisions of this Agreement by the District.

Section 9.2. A grievant shall mean an individual employee, a group of employees or the Association.

Section 9.2.1. The grievant may be accompanied by his/her Association representative.

Section 9.2.2. An individual employee may present his/her complaint to the District or its designee and have the complaint adjusted without the representation of the Association as long as the adjustment is consistent with the terms and provisions of this Agreement.

### Section 9.3. Step One - Informal

Section 9.3.1. Prior to filing a written statement of grievance, the employee and administrator must have met in a personal meeting and attempted to resolve the issue.

Section 9.3.2. Within fifteen (15) working days of the time an incident arises, or knowledge thereof exists, the employee will submit the grievance in writing to his/her principal, immediate supervisor or the administrator whose decision caused the alleged grievance, with copies sent to the Superintendent and President of the Association.

Section 9.3.3. The statement of grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference the provision(s) of this Agreement alleged to have been violated, shall state the contention of the employee with respect to those provision(s), shall state when the personal meeting occurred prior to filing the grievance, shall state whether the grievant requests an additional meeting, and shall state the specific relief requested.

Section 9.3.4. Upon the request of either the grievant or the administrator, a meeting will be held to discuss the grievance before a written response is provided. Both the employee and the administrator may invite representatives, facilitators or resource persons to attend this meeting.

Section 9.3.5. Within ten (10) working days after receipt of the grievance, the principal, immediate supervisor or appropriate administrator shall communicate his/her answer in writing to the grievant.

### Section 9.4. Step Two - Formal

Section 9.4.1. If the grievance is not resolved at Step One, the grievant may, within ten (10) working days of receipt of the principal's, immediate supervisor's or appropriate administrator's answer, appeal the decision to the Superintendent or the Superintendent's designee.

Section 9.4.2. A meeting must be held to discuss the grievance before a written response is provided. Both the employee and the Superintendent and/or designee may invite representatives, facilitators or resource persons to attend this meeting.

Section 9.4.3. The Superintendent or designee shall give the grievant an answer, in writing, no later than ten (10) working days after receipt of the written Statement of Grievance or ten (10) working days after the grievance meeting held at this step has occurred, whichever is later.

### Section 9.5. Step Three

Section 9.5.1. Within twenty (20) working days after receipt of the decision of the Superintendent, the Association may appeal the final decision of the District to final and binding arbitration. The arbitration shall be conducted by the AAA under the Voluntary Rules, unless the parties mutually agree otherwise. The decision of the arbitrator shall be final and binding upon the District, the Association and the affected employee(s). The fees and expenses of the arbitrator shall be shared equally by the District and the Association.

### Section 9.6. Grievance/Mediation

9.6.1. Prior to Step 3, the Association or District may request formal mediation of the grievance, if one party requests mediation, the other party shall respond within five (5) working days. The fees and expenses of the mediator shall be shared equally by the parties. If the grievance is not settled, granted, or withdrawn, the parties are free to appeal the decision to arbitration within twenty (20) working days following mediation.

### Section 9.7. Time Limits

Section 9.7.1. Time limits provided for in this Grievance Procedure may be extended by mutual consent, in writing, signed by the parties.

## **ARTICLE X DURATION OF AGREEMENT**

Section 10.1. The term of this Agreement shall be from September 1, 2011, to August 31, 2012. The written provisions expressed in the Agreement constitute the entire agreement between the parties and may be altered, changed, added to, or modified only through the mutual consent of the parties in a written and signed amendment. If any provision of this Agreement or any application of this of this Agreement to any employee in the bargaining unit shall be found contrary

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

BREMERTON SCHOOL DISTRICT 100-C

/s/ Flip Herndon  
Flip Herndon, Superintendent  
and Secretary to the Board of Directors

July 14, 2011  
Date

BREMERTON COACHES AND ACTIVITIES ASSOCIATION

/s/ Terry Riders  
Terry Riders, President

July 19, 2011  
Date

**2011-2012 APPENDIX A**

Sport	Position	Location	
		BHS	MVMS
Baseball	Head Coach	\$4,105.00	
	Assistant Coach	\$2,896.00	
	Assistant Coach		\$2,387.00
Basketball (Boys/Girls)	Head Coach	\$5,320.00	
	Assistant Coach	\$3,799.00	
	Assistant Coach		\$2,471.00
Bowling	Head Coach	\$2,937.00	
Cross Country	Head Coach	\$3,741.00	
	Assistant Coach	\$2,771.00	
Fastpitch	Head Coach	\$4,104.00	
	Assistant Coach	\$2,896.00	
	Assistant Coach		\$2,387.00
Football	Head Coach	\$5,460.00	
	Assistant Coach	\$3,895.00	
	Assistant Coach		\$2,488.00
Golf	Head Coach	\$3,079.00	
Soccer	Head Coach	\$3,943.00	
	Assistant Coach	\$2,792.00	
Swim (Boys/Girls)	Head Coach	\$3,830.00	
	Assistant Coach	\$2,675.00	
Tennis	Head Coach	\$3,496.00	
	Assistant Coach	\$2,446.00	
Track	Head Coach	\$4,349.00	
	Assistant Coach	\$2,987.00	
	Assistant Coach		\$2,403.00
Volleyball	Head Coach	\$4,017.00	
	Assistant Coach	\$2,865.00	
	Assistant Coach		\$2,359.00

Sport	Position	Location	
		BHS	MVMS
Wrestling	Head Coach	\$5,020.00	
	Assistant Coach	\$3,661.00	
	Assistant Coach		\$2,421.00
Weight Room	Per Season (4)	\$1,044.00	
Production Manager		\$11,621.00	
Athletic Trainer		\$13,091.00	
Athletic Coordinator			\$2,804.00
Extended Season		\$118 per week	
<b>Other Stipends</b>			
Activities Coordinator			\$685.00
ASB Treasurer		\$2,021.00	
Drill Team		\$2,051.00	
Flag Team Advisor		\$1,044.00	
Intramural Coordinator			\$685.00
Intramural Activities			\$14.62 per hour
Majorette Advisor		\$1,044.00	
Ticket Manager		\$2,278.00	
Yell Leader		\$2,278.00	

## **APPENDIX B**

### **WHAT DOES “JUST CAUSE” MEAN?**

The concept of “just cause” (mentioned in Article V, Section 5.2) requires that there be fundamental fairness in decisions related to the discipline and discharge of employees during the term of their supplemental contracts. Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to the following tests:

1. Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. Was the employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer's investigation conducted fairly and objectively?
5. At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his or her service with the employer?