

WORKING AGREEMENT

between

Bremerton Coaches and Activities Association

and

Bremerton School District 100-C

“Extending Learning Through Activities”

September 1, 2019- August 31, 2022

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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 in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. 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 and progressive discipline is explained in Appendix C. 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. Post-season pay will be paid for sub-district (pigtail), district and state competitions.

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. The athletic Trainer will also receive post-pay when s/he provides training to athletes involved in said post season, with week(s) of extended pay running concurrently.

Section 6.2.3. Post-season travel and meal expenses will be reimbursed for Head Coaches. Assistant Coaches/Staff, 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 EVALUATION PROCEDURES

Section 7.1. The purpose of evaluation shall be to improve the performance of the employee, as well as to improve the particular program and the experiences of students who participate in the program.

Section 7.2. Head coaches will be evaluated by the school athletic coordinator. Assistant coaches will be evaluated by the head coach with input from the athletic coordinator.

Section 7.3. New employees shall be provided with a copy of the evaluation form to be used and shall be observed within thirty (30) calendar days after the commencement of activity/season.

Section 7.4. Returning employees shall be evaluated within thirty (30) days following the conclusion of the activity/season.

Section 7.5. Each employee shall receive an evaluation conference and will be given a copy of the final evaluation report. The original will be placed in the employee's personnel file after the conference with the employee.

Section 7.6. An employee receiving an unsatisfactory evaluation may not be rehired. A plan for improvement will be developed for employees who receive an unsatisfactory evaluation, should they be rehired.

Section 7.7. The employee may attach a written response or clarification to his/her final evaluation. This will be placed in the employee's personnel file.

ARTICLE VIII SALARIES AND COMPENSATION

Section 8.1. The salary provisions of this agreement are contained in Appendix A.

Section 8.2. The hours of the coaching and activity positions included in this bargaining unit necessarily fluctuate. Employees who are covered by the Fair Labor Standards Act (FLSA) shall not work more than the hours made available to them. These hours will be communicated to the employee at the beginning of the season (or year as appropriate), in writing.

ARTICLE IX WIAA DUES AND PROFESSIONAL DEVELOPMENT

Section 9.1. The District shall pay the yearly membership dues to the Washington State Coaches' Association for each head and assistant coach.

Section 9.2. 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 2018-2019 school year, an allocation of \$3,000 per season (fall, winter and spring) will be allocated for these purposes for the high school programs. 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 \$3,000 allocation. This paragraph is applicable to the middle school programs as well, though with an applicable allocation amount of \$1,000 instead of \$3,000. For both middle school and high school programs, volunteer coaches' finger printing costs can be reimbursed to those volunteers from these funds when applicable district reimbursement processes are followed.

Section 9.3. The District will also fund WIAA Summer Conference registration fees and a \$100 stipend to defray travel costs for up to eight (8) coaches. If a group registration fee is available for WIAA Summer Conference, and there are no increased costs, coaching volunteers may be added to the registration.

Section 9.4. 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 X GRIEVANCE PROCEDURES

Section 10.1. 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 10.2. A grievant shall mean an individual employee, a group of employees or the Association.

Section 10.2.1. The grievant may be accompanied by his/her Association representative.

Section 10.2.2. 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 10.3. Step One - Informal

Section 10.3.1. 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 10.3.2. 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 10.3.3. 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 10.3.4. 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 10.3.5. 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 10.4. Step Two - Formal

Section 10.4.1. 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 10.4.2. 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 10.4.3. 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 10.5. Step Three - Appeal

Section 10.5.1. 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 10.6. Grievance/Mediation

10.6.1. 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 10.7. Time Limits

Section 10.7.1. Time limits provided for in this Grievance Procedure may be extended by mutual consent, in writing, signed by the parties.

ARTICLE XI DURATION OF AGREEMENT

Section 11.1. The term of this Agreement shall be from September 1, 2019 to August 31, 2022. 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.

SIGNATURE PAGE

2019-2022 Working Agreement between
Bremerton Coaches and Activities Association and
Bremerton School District 100-C

BREMERTON SCHOOL DISTRICT 100-C

/s/ Alyson Rotter

Alyson Rotter, President
Board of Directors

5/16/2019
Date

/s/ Aaron Leavell

Aaron Leavell, Ed.D., Superintendent
and Secretary to the Board of Directors

5/16/2019
Date

BREMERTON COACHES AND ACTIVITIES ASSOCIATION

/s/ Terry Riders

Terry Riders, President

5/15/2019
Date

**APPENDIX A
2019-2022**

Bremerton High School

Position	Season	19-20	20-21	21-22
		Salary	Salary	Salary
Baseball	Head	\$ 6,737	\$ 6,872	\$ 7,009
	Assistant	\$ 4,715	\$ 4,810	\$ 4,906
Basketball Boys/Girls	Head	\$ 7,283	\$ 7,428	\$ 7,577
	Assistant	\$ 5,098	\$ 5,200	\$ 5,304
	C Team	\$ 4,006	\$ 4,086	\$ 4,167
Bowling	Head	\$ 5,098	\$ 5,200	\$ 5,304
Cheer	Head	\$ 5,098	\$ 5,200	\$ 5,304
	Assistant	\$ 3,569	\$ 3,640	\$ 3,713
Cross Country	Head	\$ 5,826	\$ 5,943	\$ 6,062
	Assistant	\$ 4,078	\$ 4,160	\$ 4,243
Drill Team	Head	\$ 3,725	\$ 3,800	\$ 3,876
Fastpitch	Head	\$ 6,737	\$ 6,872	\$ 7,009
	Assistant	\$ 4,715	\$ 4,810	\$ 4,906
Flag Team	Head	\$ 3,725	\$ 3,800	\$ 3,876
Football	Head	\$ 7,283	\$ 7,428	\$ 7,577
	Assistant	\$ 5,098	\$ 5,200	\$ 5,304
	C Team	\$ 4,006	\$ 4,086	\$ 4,167
Golf	Head	\$ 5,098	\$ 5,200	\$ 5,304
Soccer	Head	\$ 5,826	\$ 5,943	\$ 6,062
	Assistant	\$ 4,078	\$ 4,160	\$ 4,243
	C Team	\$ 3,205	\$ 3,269	\$ 3,334
	Goalie	\$ 1,224	\$ 1,248	\$ 1,273

Swim	Head	\$ 5,826	\$ 5,943	\$ 6,062
	Assistant	\$ 4,078	\$ 4,160	\$ 4,243
Tennis	Head	\$ 5,826	\$ 5,943	\$ 6,062
	Assistant	\$ 4,078	\$ 4,160	\$ 4,243
Track	Head Boys	\$ 6,737	\$ 6,872	\$ 7,009
	Head Girls	\$ 6,737	\$ 6,872	\$ 7,009
	Assistant	\$ 4,715	\$ 4,810	\$ 4,906
Volleyball	Head	\$ 5,826	\$ 5,943	\$ 6,062
	Assistant	\$ 4,078	\$ 4,160	\$ 4,243
	C Team	\$ 3,205	\$ 3,269	\$ 3,334
Wrestling	Head	\$ 6,737	\$ 6,872	\$ 7,009
	Assistant	\$ 4,715	\$ 4,810	\$ 4,906
Other	Activities Coordinator	\$ 2,469	\$ 2,519	\$ 2,569
	ASB Treasurer	\$ 3,876	\$ 3,954	\$ 4,033
	Athletic Trainer			
	Fall season	\$ 6,333	\$ 6,460	\$ 6,589
	Winter season	\$ 6,333	\$ 6,460	\$ 6,589
	Spring season	\$ 5,588	\$ 5,699	\$ 5,813
	Extended Season	\$158 per week	\$161 per week	\$164 per week
	Production Manager	\$ 12,380	\$ 12,627	\$ 12,880
	Ticket Manager	\$ 2,653	\$ 2,706	\$ 2,760

	Track Meet Manager	\$306/Meet	\$312/Meet	\$318/Meet
	Weight Room – Per Season (4)	\$ 1,381	\$ 1,409	\$ 1,437
	Game videographer (varsity football and basketball games)	\$51 per competition	\$52 per competition	\$53 per competition

Mountain View Middle School

Position	Season	19-20	20-21	21-22
		Salary	Salary	Salary
Baseball	Head	\$ 3,641	\$ 3,714	\$ 3,789
	Assistant	\$ 3,314	\$ 3,380	\$ 3,448
Basketball	Head	\$ 3,641	\$ 3,714	\$ 3,789
	Assistant	\$ 3,314	\$ 3,380	\$ 3,448
	Jr Varsity	\$ 3,314	\$ 3,380	\$ 3,448
Cross Country	Head	\$ 3,277	\$ 3,343	\$ 3,410
Fastpitch	Head	\$ 3,641	\$ 3,714	\$ 3,789
	Assistant	\$ 3,314	\$ 3,380	\$ 3,448
Football	Head	\$ 3,641	\$ 3,714	\$ 3,789
	Assistant	\$ 3,314	\$ 3,380	\$ 3,448
	Jr Varsity	\$ 3,314	\$ 3,380	\$ 3,448
Soccer	Head	\$ 3,641	\$ 3,714	\$ 3,789
	Assistant	\$ 3,314	\$ 3,380	\$ 3,448
Track	Head	\$ 3,368	\$ 3,435	\$ 3,504
	Assistant	\$ 3,066	\$ 3,127	\$ 3,190

Volleyball	Head	\$ 3,277	\$ 3,343	\$ 3,410
	Assistant	\$ 2,982	\$ 3,042	\$ 3,103
	Jr Varsity	\$ 2,982	\$ 3,042	\$ 3,103
Wrestling	Head	\$ 3,641	\$ 3,714	\$ 3,789
	Assistant	\$ 3,314	\$ 3,380	\$ 3,448
Other	Activities Coordinator	\$ 859	\$ 876	\$ 894
	Athletic Coordinator	\$ 3,042	\$ 3,102	\$ 3,165
	Intramural Coordinator	\$ 859	\$ 876	\$ 894
	Intramural Activities	\$15.07/hour	\$15.37/hour	\$15.67/hour
	Track Meet Manager	\$306/Meet	\$312/Meet	\$318/Meet

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?

APPENDIX C PROGRESSIVE DISCIPLINE

The process of progressive discipline features increasingly formal efforts to provide feedback to the employee so he/she can correct the problem. Prior to implementation of these formal steps, it is expected that informal meetings and discussions have occurred. Progressive discipline only applies to discipline that occurs during the supplemental contract term. The goal of progressive discipline is to correct future employee behavior. It is most successful when it assists an individual to become an effectively performing member of the District. In general, the normal steps for progressive discipline in the Bremerton School District are:

1. **Written Warning and/or Letter of Reprimand** – In an effort to remedy an employee’s misconduct, a specific Letter of Reprimand is entered into the employee’s personnel file. This is now the level at which disciplinary action is taking place.
2. **Suspension from Work** – This provides a period of time during which the employee is suspended from work without pay.
3. **Termination** – Termination may occur from either a single incident of very serious misconduct or the final step in the progressive disciplinary process.

There are cases where no prior warning notices are necessary to recommend a higher level of discipline or discharge. For example: confirmed theft of school property; confirmed use of alcohol, illegal drugs, or controlled substances (as required by state or federal law) affecting the performance of duties; confirmed immoral conduct which would generally be considered detrimental to moral or physical well-being of students; confirmed abuse of a student, employee or citizen; confirmed breach of confidentiality; and confirmed violation of the Coach and Volunteer Coach Agreement. This list is not intended to be exhaustive. There are other events that may constitute immediate discharge without prior warning.