

**Agreement
Between
The Battle Ground School District
And
The Battle Ground Education Association Extracurricular Employees**

PREAMBLE

Part 1-Section I

This Agreement made and entered into and between the Board of Directors of the Battle Ground School District, County of Clark, State of Washington, hereinafter referred to as the "District" or "Board" and the Battle Ground Extracurricular Employees Association, hereinafter referred to as the "Association," includes all of the following articles and provisions.

RECOGNITION

Part 1-Section II

The Board hereby recognizes the Battle Ground Education Association pursuant to Chapter 41.59 RCW as the sole and exclusive representative for the unit of extracurricular employees as recognized by the PERC.

The district will not bargain with or recognize any employee organization other than the Association as representing the employees of the district in the unit described in this section.

STATUS OF THE AGREEMENT

Part 1-Section III

Any individual contract between the District and an individual employee shall be subject and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

This Agreement shall supersede any rules, regulations or policies of the district, which shall be contrary with its terms. Existing rules, regulations or policies of the District not in conflict with this Agreement shall remain in full force.

CONFORMITY TO LAW

Part 1-Section IV

This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington as interpreted by the Supreme Court. If any provisions of this Agreement, or any application of this Agreement to any covered employee or groups of employees covered hereby shall be found contrary to law by any 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 found contrary to law, the Board and Association shall commence bargaining on such provision as soon as reasonably possible.

DISTRIBUTION OF CONTRACT

Part 1-Section V

Prior to general distribution, and not later than fifteen (15) days after ratification by both parties, the District and the Association shall sit down together and proofread the Agreement. The Association and the District shall be responsible for accurate wording. Any errors discovered after distribution shall be corrected within five (5) days after either party finds the error and notifies the other party.

Within thirty (30) days after the ratification of this Agreement, the District shall distribute the agreement to all members via electronic delivery.

MANAGEMENT RIGHTS

Part 1-Section VI

The rights and functions of management shall remain vested in the District and its Board of Directors, except as provided for in this Agreement.

The supplemental extracurricular contracts issued under this Agreement are made for the services/terms specified therein and shall be administered pursuant to the provisions of RCW 28.A.405.240. Each contract is subject to annual District and Board of Directors review, recommendation, and approval/disapproval.

Nonrenewal of a supplemental extracurricular contract will not be considered discipline, cannot be appealed, or grieved.

The District and Board of Directors retain the right and responsibility to operate and manage the school system and its programs, facilities, properties, and activities of its employees in accordance with established policy, procedures, and laws/regulations; provided that such do not conflict with any other provisions of this Agreement.

DURATION

Part 1-Section VII

This agreement shall be effective as of the 1st day of September 2021 and shall continue in effect until the 31st day of August 2024.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Negotiations between the parties for a successor Master Agreement shall begin no later than sixty (60) days prior to the expiration of this Agreement.

DocuSigned by:
EDUCATION ASSOCIATION:

By Curtis Crebar 1/25/2022
F07BAA5A47C24B4...
President

DocuSigned by:
By Kevin Donovan 1/25/2022
109571231F0E43C...
Member Representative

By _____
Member Representative

By _____
Member Representative

By _____
Member Representative

BOARD OF DIRECTORS:

By Mark Winters
President

By _____
Vice President

By Mary E. Smith
Member

By [Signature]
Member

By R. H. De
Member

DATED THIS 24 Day of January 2022.

ASSOCIATION RIGHTS

Part II-Section I

The Association shall have the right to post notices of activities and matter of Association concern on bulletin boards provided in faculty lounges.

The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business after normal working hours and at such times that will not interfere with normal operation of the business of the District and which will entail no additional costs for building maintenance or custodial care. The Association agrees to make arrangements through Facility Use. The Association shall have the right to make announcements at the conclusion of the faculty meetings. The District will provide to the president of the Battle Ground Education Association all changes in board policy.

The Association shall not be charged building utilization fees so long as it follows District procedures.

EMPLOYEE RIGHTS

Part III-Section I

Nothing in this Agreement shall be construed to deny or restrict to any employee such rights of citizenship as they may have under applicable law and no religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to employment of such employee. The private life of any member is not within the appropriate concern or attention of the District for purposes of judging his/her performance and competency and continued employment status, except as it may directly prevent the member from properly performing his/her assigned functions documented during the workday.

The Board hereby agrees that extracurricular employees shall have the right to freely organize, join and support the Association. The Board agrees that it will not discourage, deprive, or coerce any employee in the enjoyment of the right of Association membership. The Board agrees that it will not discriminate against any employee by reason of membership in the Association, participation in grievance, complaint, or proceedings under this Agreement.

The provisions of this Agreement shall be applied without regard to race, color, national origin/language, creed/religion, sex, sexual orientation, including gender identity or expression, disability, or the use of a service animal by a person with a disability, age, marital status, honorably discharged veteran or military status, HIV/Hepatitis C status.

Membership in the Association shall not be denied to any employee because of race, color, national origin/language, creed/religion, sex, sexual orientation, including gender identity or expression, disability, or the use of a service animal by a person with a disability, age, marital status, honorably discharged veteran or military status, HIV/Hepatitis C status.

DUE PROCESS

Part III-Section II

No employee shall be disciplined without cause. Such discipline shall be in private. The District agrees to follow a policy of progressive discipline which shall begin with a verbal warning, progress to a written reprimand, then to suspension with pay, and include discharge as final action when required by the circumstances. Nonrenewal of a supplemental extracurricular contract will not be considered discipline and cannot be appealed or grieved.

Whenever an employee is questioned by a supervisor for the purpose of seeking information which may be used as a basis for discipline, the employee shall be advised that he/she is entitled to request and to have a representative of the Association or legal representative present at any meeting relating to such discipline.

When investigations are extended, pertinent staff will be provided updates bi-monthly by Human Resources.

All information forming the basis for any discipline shall be made available in writing to the employee *and*, upon approval and/or request of the employee, to the Association.

All information forming the basis for any disciplinary action shall be limited to matters and events occurring during the most current three (3) year period.

Any complaint made against an employee that is not called to the attention of the employee within ten (10) working days may not be used as the basis for any disciplinary action against the employee.

SEXUAL HARASSMENT

Part III-Section III

The District has adopted sexual harassment policies which should be reviewed by all employees and which will be strictly enforced. Sexual harassment complaints should be promptly filed in accordance with District policy.

ACTIVITY PASSES

Part III-Section IV

The District shall make available an 'Athletic Pass' to each and any bargaining unit member covered under this agreement granting admission at no cost to all District home sponsored league student athletic events.

If the bargaining unit member is also a Battle Ground certificated employee, the "Athletic Pass" will be the BGEA member's School District ID. All athletic and extracurricular coaches will be expected to wear their ID visibly during the event attended.

The BGEA member will agree to assist in supervision in the case of an emergency situation as directed by the building administrator.

Effective 2022-23 school year, all high school paid athletic coaches will receive a WA Coaches Association pass at no cost to the employee.

PERSONNEL FILES

Part IV-Section I

Employees shall, upon request, have the right to inspect all contents of their complete personnel files kept within the District as well as employment references originating in the District that are sent from the District in accordance with Washington State law. Upon request, a copy of any documents contained therein shall be provided to the employee at District expense.

The employee personnel file shall be reviewed in a private place provided in the District Human Resources office. The employee or Human Resources Administrator may request others be present at this review.

No derogatory reference to any employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's signature indicating receipt of the material prior to its placement in the file, and exclusive right to attach his/her own comments. Disagreement by an employee with the appropriateness of the content of the materials filed in the employee's file may be a matter to be pursued through the negotiated grievance procedure. However, an employee may not grieve those materials which have been previously reviewed and signed or which the employee had a fair opportunity to question or grieve at the time of their inclusion in the file.

An employee may ask for a hearing with the Human Resources Administrator for review of a document. Upon the request of the employee, the Association and the District agree that any piece of information over three (3) years old shall be removed from the employee's file and given to the employee; provided that the following

minimum items shall remain permanent: original application, copies of annual contract, payroll records, and other documents required by law. The personnel file may not include a correspondence making reference to previously removed file content of a potentially negative nature.

ASSIGNMENT AND VACANCIES

Part V- Section I

All vacancies shall be publicized by position and level through the online system.

For vacancies that develop within the District, personnel presently employed in the District shall be given due consideration concerning their credentials and preparations.

EXTRACURRICULAR SALARIES

Part VI- Section I

Start and end dates of season will be determined by WIAA. Hours will be determined by using an average of 3 hours per day to calculate the total number of hours a coach will be paid.

- District certificated staff will be paid via contract and will have the option of receiving this stipend over 3 or 12 months. Certificated staff are exempt position and therefore do not require timesheets.
- Community Members who are employed strictly as a coach will be paid via contract over a 3 month period. This group of coaches' anticipated hours will not exceed 40 hours therefore the risk of overtime is not an issue and timesheets are not needed.
- District classified staff and all substitutes will be required to submit monthly timesheets for hours worked between start and end date of season up to the specified number of hours approved. Timesheets required due to overtime rules.
- Hourly rate is determined by taking stipend divided by total number of hours approved. This will produce a maximum rate of pay per hour. This rate will then be divided by a factor of 1.5 to determine the hourly rate. The hourly rate cannot drop below the state minimum wage requirement and will serve as a minimum rate. The minimum rate will be paid at a factor of 1.5 when a regular district classified employee who also coaches exceeds 8 hours per day or when a community member exceeds 40 hours in a week to respect overtime rules.

Post Season Pay:

Post season pay will be paid at districts approved curriculum rate regardless of classification. If post season hours take a classified employee over 8 hours per day or a community member over 40 hours in a week, the curriculum rate will be divided by 1.5 and paid that minimum rate at a factor of 1.5.

The rate of compensation will be for three (3) hours a day for coaching involvement not to exceed fifteen (15) hours a week for up to four (4) weeks of extended season. No single coach or advisor will be compensated for more than sixty (60) hours for any single season. An extended season will be defined as the time beyond the regular season that the team (individual athlete or competitor) is involved in play-offs or competitions leading to, and inclusive of, state competition.

The Athletic Director in collaboration with the Head Coach shall determine the number of coaches to be paid for post-season.

The District shall agree to pay the cheer and/or dance team coach, as well as band director for attendance and performance at post season play-offs as determined by the Athletic Director and Head Coach. The

cheer and/or dance team coach and band director will be paid \$50 for each game/match at home or within a 50 mile radius and \$100 for each game/match beyond a 50 mile radius. The athletic director in collaboration with the cheer coach, dance coach and band director will determine which games/matches they will attend.

Trainings:

The district shall offer 1st Aid/CPR/AED Training two times per year, at each high school, scheduled outside of the regular work day. Each HS Athletic Director will coordinate and arrange with a paid instructor to provide these trainings on site at no cost to the employees under this contract.

Event Support:

In coordination between AD and ASB office, a list will be provided of personnel to assist in the following high school varsity events:

Basketball - announcer, clock, shot clock, scorer

Cross Country - timer

Football - chain crew (3), announcer, clock

Soccer - announcer/clock

Track and Field - starter, timer, starting clerk, finish clerk

Volleyball - lines crew (2), announcer, clock, scorer, libero tracker

Wrestling - announcer, scorer

GRIEVANCES

Part VII- Section I-XI

Refer to BGEA Collective Bargaining Agreement for grievance procedures and timelines.

EMPLOYEE PROTECTION

Part VIII- Section I

The District shall cover the cost of an employee's personal property, excluding cash, that is maintained on District property in locked storage and that has received written approval for use by the employee's supervisor and the central business office. This would be to the limit of \$500 per incident or the employee's homeowner/rental agreement deductible, whichever is less.

The District shall cover the cost of an employee's personal property, excluding cash and electronic devices as defined in the Bring Your Own Device (BYOD) Staff Agreement (see Appendix 8 in BGEA Contract), that is maintained on District property in locked storage and that has received written approval for classroom use by the employee's supervisor and the Business Office. This would be to the limit of \$500 per incident or the employee's homeowner/rental insurance deductible, whichever is less.

For clear acts of vandalism on school property, the District will apply up to \$500 (not to exceed the employee's comprehensive insurance deductible) reimbursement for damaged motor vehicles. It is the employee's responsibility to provide a written verification of completed repairs and that the incident had been reported to local authorities in a timely manner.

The District shall provide a copy of a Washington State Patrol Inspection record for each vehicle showing that the vehicle had been appropriately maintained. A record of such shall be kept in the vehicle at all times.

Whenever an employee is required to appear before the District Board or a committee or any court of law of proper jurisdiction at the District's request, the employee shall be given five (5) days written notice prior to the meeting. The notice shall state the reason for the meeting. For District, Board or committee hearings, a list of people giving testimony will be provided. If an employee is required to appear at a hearing or in court on behalf of the District, the employee shall be provided legal representation, within the context of that proceeding, by the District's attorney. This provision is not applicable if the employee is a party in a legal action against the District and/or if the employee has allegedly violated any form of statute, regulation, code, or law related to the hearing or court case.

The District shall provide legal representation in defense against charges of false arrest, malicious prosecution, willful detention or imprisonment, assault, libel, slander, or defamation of character; provided that the employees at the time of the act of complaint were acting within the scope of their employment and Board policy or under the direction of the Board.

An employee will not be asked to violate the guidelines of their licensure and/or certification.

Extra-Curricular Salary Schedule & Ratios

WIAA Regulated

2021-2022 High School Extra-Curricular Salary Schedule and Ratios

Sport	Head Coach		Assistant Coach	
	Salary		Salary	Ratio
Football (min. 7)	6693		4067	13:1
Track and Field (min. 7)	6693		4067	17:1
Basketball	6693		4067	CS
Wrestling (min. 2)	6693		3458	15:1
Fast Pitch Softball	5690		3458	CS
Baseball	5690		3458	CS
Volleyball	5690		3458	CS
Soccer	5690		3458	CS
Slow Pitch Softball	4686		2848	CS
Gymnastics	4686		2848	10:1
Cross Country 2	4686		2848	17:1
Tennis	4686		2848	17:1
Golf	4686		2848	12:1
Bowling	4686		2848	20:1
Swimming	4686		2848	17:1
WIAA Sanctioned Activities	Head Coach	Lead Assistant	Assistant Coach	
	Salary	Salary	Salary	Ratio
Cheer (per season – 2)	4686	4410	2848	20:1
Dance (per season – 2)	4686	4410	2848	20:1
Forensics (per season – 2)	4686		2848	20:1

2022-2023 High School Extra-Curricular Salary Schedule and Ratios [No IPD]

Sport	Head Coach		Assistant Coach	
	Salary		Salary	Ratio
Football (min. 7)	6956		4477	13:1

Track and Field (min. 7)	6956		4477	17:1
Basketball	6956		4477	CS
Wrestling (min. 2)	6956		4477	15:1
Forensics (1 contract)	6956		2792	20:1
Cross Country Single Head Coach	6386		3443	
Track and Field Single Head Coach	9134		4477	
Fast Pitch Softball	6086		4285	CS
Baseball	6086		4285	CS
Volleyball	6086		4285	CS
Soccer	6086		4285	CS
Slow Pitch Softball	4886		3443	CS
Gymnastics	4886		3443	10:1
Cross Country 2	4886		3443	17:1
Tennis	4886		3443	17:1
Golf	4886		3443	12:1
Bowling	4886		3443	20:1
Swimming	4886		3443	17:1
WIAA Sanctioned Activities	Head Coach		Assistant Coach	
	Salary		Salary	Ratio
Cheer (per season – 2)	4686		2792	20:1
Dance (per season – 2)	4686		2792	20:1
Forensics (1 contract)	6956			
eSports (per season – 2)	4594		2792	20:1
Operational Stipends	Fall	Winter	Spring	
Game Manager	1700	1910	640	

Raises will increase every year consistent with the Implicit Price Deflator [IPD].

Every 5 years of service a 1% increase for longevity will be added to the base salary. Any Employee currently receiving a higher rate of pay in any other previous bargain, than listed above, are grandfathered in at that rate of pay until the employee resigns.

All sports are eligible for post-season play. Activities are eligible for post-season play when they participate in competition.

Girls Wrestling- fewer than seven (7) girls the coaching stipend will be at the assistant coach rate. Golf- When post-season for boys' resumes in the spring a second coach will be available.

CS =Cut Sport- The number of athletes on each team (varsity, junior varsity, and "C" team) will be discussed in collaboration between the athletic director and head coach.

2021- 2022 HS Activities Salary Schedule

Activities	Advisor (Year 1)	Advisor (Year 2)	Advisor (Year 3)	Advisor (Year 4)	Advisor (Year 5)
	Salary	Salary	Salary	Salary	Salary
Class (Freshman)	1020	1091	1168	1250	1336
Class (Junior)	1611	1741	1859	1984	2108
Class (Senior)	1611	1741	1859	1984	2108
Knowledge Bowl	1020	1091	1168	1250	1336

National Honor Society	1611	1741	1859	1984	2108
Science Olympiad	1611	1741	1859	1984	2108

Any Employee currently receiving a higher rate of pay than listed above are grandfathered in at that rate of pay.

Beginning at the 5th year of service a 1% longevity increase will be added to the base salary.

In the 2022-23 school year, the District will eliminate years 1-4 and place all advisors on year 5.

MS Activities Salary Schedule

Activities	Advisor (Year 1)	Advisor (Year 2)	Advisor (Year 3)	Advisor (Year 4)	Advisor (Year 5)
	Salary	Salary	Salary	Salary	Salary
ASB (Minimum 2 Assemblies, 2 Socials/Dances, 2 Community Service Projects & 2 Fundraisers	2040	2168	2295	2423	2550
Yearbook	1530	1658	1785	1913	2040

Beginning at the 5th year of service a 1% longevity increase will be added to the base salary.

In the 2022-23 school year, the District will eliminate years 1-4 and place all advisors on year 5.

Raises will increase every year consistent with the Implicit Price Deflator [IPD].

MS Sports Salary Schedule

Middle School Extra-Curricular Salary Schedule and Ratios

Sport	Head Coach (8 th)	Head Coach (7 th)	Assistant Coach (Full)	Assistant Coach (3wks)	
	Salary	Salary	Salary	Salary	Ratio
Cross Country (min 3) - Coed	2660.00	N/A	1,623.00	N/A	17:1
Soccer (min 2)*	2660.00	2,128.00	1,623.00	696.57	22:1
Basketball	2660.00	2128.00	1,623.00	696.57	15:1
Volleyball (min 4)	2660.00	2128.00	1623.00	696.57	18:1
Track (min 3)	2660.00	N/A	1623.00	N/A	17:1

The following is a description of how the District intends to implement middle school sports in the 2022 spring and fall season:

Cross Country: CC will be co-ed with minimum of 3 coaches total (1 head coach and two assistants). The 51st student would generate a 4th coach.

Soccer: Girls soccer will begin in Fall 2022 and Boys in the spring of 2022. There will be a minimum of 2 coaches per season. If there are not enough students to run a separate 7th and a separate 8th grade team, the assistant will be paid

at the 7th grade head coach rate. If there are enough in a grade level to run a second grade level team (JV), the JV coach will be paid at assistant coach full rate.

Basketball (Boys and Girls) and Volleyball (Girls) – Each grade level will have a Varsity team, a second team will be added at the ratio indicated and be called Junior Varsity.

For additional assistant coaches during “tryouts” (a 3 week period) the numbers will be based on the following:

Basketball (Boys and Girls) – per grade level – 31, 46, 61, 76, etc.

Volleyball – per grade level – 37, 55, 73, 91, etc.

Track – There will be one head coach for each boys and girls (2 head coaches total) and 4 assistants will be guaranteed for a total of 6 coaches. For a 7th coach to be added the total number of boys and girls turning out must reach 103 to generate a 7th coach and then an additional coach will be added when cumulative numbers reach – 120, 136, 154, 171, etc.

High School Unified Sports Extra-Curricular Salary Schedule and Ratios

Sport		Head Coach	Assistant Coach
		Salary	Salary
Bowling (Fall)		1000	500
Basketball (Winter)		1000	500
Soccer (Spring)		1000	500
Coordinator for all Unified Sports*	500 per season		

Unified - 1 head coach, 1 assistant coach along with the coordinator position. Buildings may request additional assistant coaches to be approved by the district AD in collaboration with the SPED department to help with students needing more one on one supervision and/or support.