

**Agreement between
the Battle Ground School District and
the Battle Ground Education Association Extracurricular Employees**

PREAMBLE

Part I - 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 I - 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 I - 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 I - 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 I - 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 I - 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 28A.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 I - Section VII

This agreement shall be effective as of the first day of September 2024 and shall continue in effect until August 31, 2027.

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

EDUCATION ASSOCIATION:

BOARD OF EDUCATION:

By _____
President

By _____
President

By _____
Member Representative

By _____
Member Representative

By _____
Member Representative

By _____
Member Representative

By _____
Member Representative

By _____
Member Representative

By _____
Member Representative

By _____
Member Representative

By _____
Member Representative

By _____
Member Representative

DATED: June 24, 2024.

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.

All high school paid athletic coaches will receive a WA Coaches Association pass at no cost to the employee. Paid middle school athletic coaches, upon request to the district athletic director, 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 High School seasons will be determined by WIAA. Start and end dates of Middle School seasons will be determined by the BGPS Middle School Athletic Director. 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 and therefore do not require timesheets.
- Community members and all substitutes 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 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 employees who also coaches exceeds 8 hours per day or when a community member exceeds 40 hours in a week to respect overtime rules.

Postseason Pay:

Postseason pay will be paid at a rate of \$48 per hour regardless of employment classification. Postseason pay will rise annually by the IPD.

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 the postseason.

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.

MISCELLANEOUS

Part VI - Section II

Trainings:

The district shall offer First Aid/CPR/AED Training three times per year, scheduled outside of the regular work day to be communicated to all extracurricular coaches. Each high school 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. Extracurricular coaches will be reimbursed up to \$100 annually for WIAA required trainings.

Event Support:

The Athletic Director/Assistant Principal and game manager will provide a *game day syllabus* with input from MS/HS head coaches for the events that apply from the list below:

- Basketball - announcer, clock, shot clock, scorer
- Cross Country - timer, scorer, finish line workers
- Football - chain crew (3), announcer, clock
- Soccer - announcer/clock
- Track and Field - starter, timer, starting clerk, finish clerk, field event judges
- Volleyball - lines crew (2), announcer, clock, scorer, libero tracker
- Wrestling - announcer, scorer

Communication:

The Athletic Director (AD) at district office and in buildings will provide timely updates on schedules, including practices, games, and meetings, ensuring coaches have the information they need to prepare and plan accordingly. Meetings between the AD and head coaches will occur before the start of a season, and once the season ends. Upon request, the building athletic director will meet formally with the head coach during the season. Athletic Directors will maintain open lines of communication with coaches through regular meetings, emails, and other appropriate channels, being accessible for any questions, concerns, or feedback.

The AD will address any conflicts or issues within the athletic department promptly and professionally, mediating disputes between coaches, athletes, and parents when necessary.

Additionally, the AD will ensure that coaches have access to necessary resources, including equipment, facilities, and support staff, and will communicate any changes or updates regarding these resources. The AD will also communicate opportunities for professional development, such as workshops, clinics, and certifications, encouraging coaches to continually improve their skills and knowledge.

End of Season:

Surveys may be used by the District to solicit input regarding efficiency, leadership assessment, and program improvements. Surveys will go out to all athletes, parents, and coaches. Survey questions will be developed collaboratively by the District Athletic Director and the BGEA president and/or their respective designee and results shall be used for supporting professional growth and development of the coaches and their programs.

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 and electronic devices that are 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. Coverage is limited to seven hundred fifty dollars (\$750) per incident or the employee's homeowners/rental insurance deductible, whichever is less.

For clear acts of vandalism on school property, the District will apply up to \$750 (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 High School Extra-Curricular Salary Schedule and Ratios

	Head Coach	Assistant Coach	Varsity Assistant	
Sport	Salary	Salary	Salary	Ratio
Football (min. 7)	7,892	5,079		13:1
Track and Field (2) (min. 7)	7,892	5,079		17:1
Basketball	7,892	5,079	3,301	CS
Wrestling (min. 2)	7,892	5,079		15:1
Forensics (1 contract)	7,892	3,906		17:1
Cross Country (Single Head Coach)	7,245	3,906		
Track and Field (Single Head Coach)	10,363	5,079		
Fast Pitch Softball	6,905	4,861	3,160	CS
Baseball	6,905	4,861	3,160	CS
Volleyball	6,905	4,861	3,160	CS
Soccer	6,905	4,861	3,160	CS
Slow Pitch Softball ***	5,543	3,906	2,539	CS
Gymnastics	5,543	3,906		10:1
Cross Country (2)	5,543	3,906		17:1
Tennis	5,543	3,906		17:1
Golf	5,543	3,906		12:1
Bowling	5,543	3,906		17:1
Swimming	5,543	3,906		17:1

	Head Coach	Assistant Coach	
WIAA Sanctioned Activity	Salary	Salary	Ratio
Cheer (Fall/Winter Sideline)	5,316	3,906	CS
Cheer (Winter Competition)	1,000		CS
Dance (per season - 2)	5,316	3,906	17:1
Forensics (2 contract)	5,543	3,906	
eSports (per season - 2)	5,316	3,906	17:1

Operational Stipends	Fall	Winter	Spring
Game Manager (high school)	2,229	2,467	1,026
Athletic Trainer	7,892	7,892	7,892

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

A varsity assistant coach will be added at 65% of the assistant coach rate in cut sports.

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 postseason play. Activities are eligible for postseason play when they participate in competition.

Cheer (Sideline) - will have an assistant coach. Program participants will not exceed 40 students.

Cheer (Competition) - will be a cut sport with no paid assistant coach.

Girls Wrestling - fewer than seven (7) girls the coaching stipend will be at the assistant coach rate.

Golf - When the postseason 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.

High School Activities Salary Schedule

Activities	Salary
Class (Freshman)	1,516
Class (Junior)	2,392
Class (Senior)	2,392
Knowledge Bowl	1,516
National Honor Society	2,392
Science Olympiad	2,392
Stagecraft	3,002

Any employee currently receiving a higher rate of pay than listed above is 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.

Middle School & Alternative Learning Experience Activities Salary Schedule

Activities	Salary
ASB (Minimum 2 Assemblies, 2 Socials/Dances, 2 Community Service Projects & 2 Fundraisers)	2,893
Yearbook	2,314

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

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

Middle School Sports Salary Schedule

Middle School Extra-Curricular Salary Schedule and Ratios

	Lead Coach	All Other Coaches	
Sport	Salary	Salary	Ratio
Cross Country (min 2) - Co-Ed	3,017	2,414	15:1
Soccer (min 2)	3,017	2,414	CS
Basketball	3,017	2,414	CS
Volleyball (min 4)	3,017	2,414	CS
Track (min 3)	3,017	2,414	17:1

Operational Stipends	Fall	Winter 1	Winter 2	Spring
Game Manager (middle school)	851	851	851	851

Cross Country: Will be co-ed with a minimum of 2 coaches total (one head coach and one assistant). The 31st student would generate a 3rd coach.

Soccer: There will be a minimum of 2 coaches per team.

Basketball (Boys and Girls) and **Volleyball** (Girls): Each grade level will have a Varsity team of a maximum of 12 players.

Track: There will be one head coach and 3 assistants will be guaranteed for a total of 4 coaches. For a 5th coach to be added the total number of boys and girls turning out must reach 69 to generate a 5th coach and then an additional coach will be added when cumulative numbers reach – 85, 103, 120, 136, 154, 171, etc.

High School Unified Sports Extra-Curricular Salary Schedule and Ratios

	Head Coach	Assistant Coach	Ratio
Sport	Salary	Salary	Unified Athletes
Bowling (Fall)	1,094	547	8:1
Basketball (Winter)	2,000	1,000	8:1
Soccer (Spring)	2,000	1,000	8:1
Coordinator for all Unified Sports*	\$547 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 Special Services department to help with students needing more one on one supervision and/or support.

Track and Field - language will be mutually determined between the AD and the coaches association prior to the start of the 2025 season.

**All stipend amounts specified in this agreement have been rounded to the nearest dollar.