

COACHES' ASSOCIATION

and

BRIDGEPORT SCHOOL DISTRICT

COLLECTIVE BARGAINING
AGREEMENT

August 1, 2023 – July 31, 2026

Final Agreement

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PREAMBLE

This Agreement is by and between the Bridgeport School District and the Bridgeport Co-Curricular Association, and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment pursuant to Chapter 41.56 RCW.

ARTICLE I. ADMINISTRATION OF THE AGREEMENT

Section A. Definitions

1. The term "**District**" shall mean the Bridgeport School District, Douglas County, Washington State; or its agents.
2. The term "**Board**" shall mean the Board of Directors of the Bridgeport School District.
3. The term "**Association**" shall mean the Bridgeport Coaches Association, which is affiliated with the Washington Education Association, the National Education Association and North Central Washington UniServ Council.
4. The term "**Parties**" shall mean the District and the Association.
5. The term "**Agreement**" shall mean this collective bargaining agreement, which shall be signed by the parties.
6. The term "**Employee**" shall mean any member of the bargaining unit as set out in this Agreement including those members who do not require teaching certificates.
7. The term "**Day**" shall mean any day the district business office is open for business with the public.
8. The term "**Superintendent**" shall mean the chief administrative officer of the District or his/her designee.
9. The term "**President**" shall mean the President of the Association or his/her designee.
10. The term "**Head Coach**" shall mean the Head coach of that athletic activity.
11. The term "**Contract**" shall mean the individual personal services contract issued to and signed by each employee.
12. The term "**Supplemental Contract**" shall mean that contract issued and signed for extracurricular, special and supplemental assignments and shall be in accordance with current statutory provisions.
13. The term "**Experience**" shall mean length of service within the District as a member of the bargaining unit. Accumulation of experience shall begin on the employee's first working day.
14. The term "**RCW**" shall mean the Revised Code of Washington.
15. The term "**WAC**" shall mean the Washington Administrative Code.
16. The term "**SPI**" shall mean the Washington State Superintendent of Public Instruction or his/her office.
17. The term "**PERC**" shall mean the Washington State Public Employee Relations Commission.

Section B. Recognition

1. Bargaining Unit:

The District recognizes the Association as the exclusive bargaining agent for all Coaching Employees. Excluded shall be any employee whose duties imply a confidential relationship to the Superintendent and the Board.

2. Exclusivity:

The District recognizes the Association as the exclusive bargaining agent for all Coaching Employees and shall not recognize or bargain with any other employee organization seeking or claiming to represent employees unless such organization has been certified by the PERC as the exclusive bargaining agent for employees.

Section C. Status of Agreement

1. Sole Agreement:

This shall be the sole Agreement between the parties regarding wages, hours, and terms and conditions of employment. It shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms.

2. No Reductions Implied:

Unless otherwise specifically provided in this agreement, nothing contained herein shall be interpreted and/or applied to eliminate, reduce, or otherwise detract from current individual salaries, years of experience, or other provisions, under existing rules, regulations, policies, resolutions and practices of the District in effect prior to the effective date of this Agreement.

Section D. 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 the Agreement to any employee or groups of employees shall be found contrary to law by a court or administrative agency of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law. All other provisions or applications of the Agreement shall continue in full force and effect.

If any provision of this Agreement is held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

Section E. Co-Curricular (Supplemental) Contract Compliance

1. Contract Compliance:

All co-curricular, supplemental contracts are for one (1) year and shall be subject to and consistent with law and this Agreement and shall expressly state that they are subject to this and subsequent Agreements between the parties. If any co-curricular, supplemental contract is inconsistent with this Agreement, this Agreement shall control.

2. Activity Additions or Modifications:

In the event the District determines to add or modify any co-curricular, supplemental activity covered by this Agreement, it shall notify the Association and the parties shall meet promptly to determine stipends and other terms and conditions for the new or modified activity.

3. Program Reduction:

If Bridgeport School District finds it necessary to suspend an athletic activity due to lack of participation, or for budgetary reasons, the following procedures shall be in effect:

a. If, on the first day of practice, there are not sufficient athletes (See Appendix E) to field a team, Coaches will have two (2) weeks to encourage participation to the extent that a viable team can compete in WIAA sanctioned play. Coaches will hold practices for those students in the activity. If, at the end of the two (2) week period, the number of players required is not met, the District may drop the sport for the remainder of the school year per Athletic Director recommendation. Coaches will be paid per diem for the 10-day period.

b. If, during the season of any sport, participation drops to a level that prohibits league play, the District may declare the sport "on probation" for 10 school days during which time participants have the opportunity to turn out or to return to the team. Practice will continue during the 10 days. If at the end of the 10-day period, there are sufficient players to continue with the season, the District will lift the probationary status. If, at the end of the 10-day period a team still cannot compete due to lack of participation, the District may declare the season over for the remainder of the school year. Coaches' salaries will be pro rated for shortened seasons.

4. Program Suspension:

If Bridgeport School District declares a sport suspended due to lack of participation, the coach(es) will be placed in a hiring pool for the duration of the suspension, unless s/he has been non-renewed. When the sport is reinstated, they will have first right of refusal or acceptance of the coaching position they held when the sport was suspended.

Section F. Distribution of Agreement

Following ratification of this Agreement the Association shall prepare an electronic copy of the Agreement for District review and mutual editing. After editing, the parties will sign the duration page, and each keep a copy. The District will make an electronic copy of the agreement available to all members via the District website.

Section G. Joint Meetings

Representatives of the Parties including the Principal, Athletic Director, and the Co-Curricular Representative shall meet at least once per fall, winter and spring activity to monitor programs, discuss issues related to programs and resolve problems that may occur.

Section H. Changes in Term and Conditions of Employment

No changes affecting employee wages, and terms and conditions of employment shall be adopted and/or implemented unless such policy has been mutually agreed to by the Parties.

Section I. Maintenance of Liability

It will be the responsibility of the Head Coach to stay with the team should an injury occur to a participant that would require first aid or transport to a medical facility. All Head Coaches need to devise an emergency plan of action where someone will be present who can tend to an injury or call for assistance or accompany a student to the hospital. In most cases this will be the assistant coach but could be a parent volunteer as well.

It will be the responsibility of the Athletic Director to make sure that emergency services are available and easily accessed by a coach should an emergency occur during practices and home contests.

ARTICLE II. BUSINESS

Section A. Membership

Co-Curricular Employees are not required to belong to the Association. Full-time certificated dues paying WEA members are exempt from paying dues. Dues paying members will pay local BEA (Bridgeport Education Association) in a lump sum within fifteen (15) calendar days of the start of the employee's sport season. Dues will be deducted from the employee's Co-Curricular stipend and sent to the designated organizations. Dues schedules will be provided to the District by the Association annually at the start of the coaching season and the District will make a one-time dues deduction **per year. Dues for members will be based on WEA annual membership dues rates. Membership is for one calendar year.** Only dues paying members have voting rights.

Dues paying members are required to notify the BEA within 15 days of the start of the season if he/she wishes not to be a dues paying member.

Section B. Management Rights

1. The Board has the responsibility and authority to manage and direct the operations and activities of the District provided that all such actions shall conform to State and Federal law and the provisions of this Agreement.
2. The Board has the right and responsibility to set district policy.
3. The Administration has the right to provide guidance to coaches and advisors who fall under the umbrella of this agreement.
4. The Board reserves the right to add, reduce, suspend, or terminate all district programs due to participation and/or budgetary reasons.

Section C. Association Rights

1. **Use of School Facilities:**
The Association may use school facilities in the same manner as other individuals and organizations after school hours.

2. Use of School Equipment:

The Co-Curricular employees of the association shall have the right to use district equipment, including but not limited to, copy equipment, duplication equipment, calculating machines, computers, and audiovisual equipment at reasonable times when such equipment is not otherwise in use.

3. Exclusivity:

In recognition of the Association's status as the officially recognized legal bargaining representative of employees, the rights granted in this Agreement to the Association shall not be granted to any competing labor organization.

4. Notice of Disciplinary Action:

In the event any employee is given a formal disciplinary action, the District shall provide the President with notice of such action, provided that should the employee indicate in writing to the District (Appendix D) that he/she does not wish to have the Association notified, such notice will be withheld.

ARTICLE III. EMPLOYEE RIGHTS

Section A. Rights of Law

No employee shall be denied any legal right granted under Federal, State, County or local law or regulation.

Section B. Non-Discrimination

Employees shall be entitled to full rights of citizenship. The Parties shall not discriminate against any employee because of membership or non-membership in the Association, political preference, domicile, race, creed, religion, color, national origin, age, sex or marital status.

Section C. Personnel File

1. Right To Inspect:

Any employee (upon request to the superintendent) shall have the right to inspect all contents of his/her own personnel file. A representative of the Association shall, at the employee's request, accompany the employee in this review. Each personnel file shall contain the following minimum items of information: required medical information, evaluation reports, and annual contracts.

2. Placement of Materials:

Employees shall be given a copy of any derogatory material that is placed in their personnel file at the time it is so placed. Employees shall be given an opportunity to attach written comments within ten (10) days of the receipt of the material. Employees shall indicate they have seen such

materials and have received a copy thereof by affixing their signature and dating the copy that is to go into the file.

3. Location:

The District shall maintain the employee's personnel file at the District Office. The Superintendent shall be responsible for safeguarding personnel files and shall sign an inventory sheet to verify the contents of the personnel file, upon the request of the employee.

4. Removal of Materials:

After seven years the District may remove and destroy employee's evaluation reports. After three years, upon request of the employee, the District may remove and destroy any adverse materials (excluding evaluation reports) upon which no subsequent action has been taken.

5. Supervisor's Working Files:

Items in a supervisor's working files shall be purged, placed into a permanent file, or destroyed within one year of its placement in the working file.

Section D. Just Cause

1. Just Cause:

No employee will be adversely affected through disciplinary action or non-renewal without just cause.

2. Written Grounds:

The specific grounds that adversely affect an employee shall be made available to the employee and the Association in writing at the time such action is taken.

3. Hearings:

Employees shall have the right to a fair hearing in the presence of witnesses in relation to employee discipline.

4. Association Representation:

Employees shall be entitled to Association representation at any hearing, meeting or conference involving the employee. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. In the event an action is to be taken, the employee shall be advised of the right to representation in writing under this provision prior to the action being taken. Such notification shall be by Appendix D, which is made a part of this agreement.

5. Privacy and Confidentiality:

Any criticism of an employee or employer by either party, adversely affecting an employee shall be made in private and in confidence and never in the presence of students, parents, other employees or at public gatherings.

6. Complaints Against Employees:

Any complaint against an employee shall be called to the attention of the employee within five (5) days. Any complaint that may adversely affect that employee must be discussed with that employee within five (5) days. Unless the complainant is willing to sign the complaint and attend a meeting whereby the employee may fairly defend him/herself the complaint shall be construed as a non-event and may not be used or kept by the district to adversely affect an employee. Unless a complaint is deemed an emergency, all legitimate complaints will be turned over to the athletic director for disposal according to Article III, Section I of this contract.

a. Complaints that may lead to criminal prosecution may not be disclosed until the completion of an investigation, if dictated by law.

b. Athletes who lodge complaints against their coaches or have parents who lodge complaints shall not be discriminated against because they have concerns.

Section E. Assignment

1. Definition:

a. The term “**assignment**” shall mean the placement of an employee in a position within the bargaining unit.

b. The term “**position**” shall mean the specific job and its location to which the employee is assigned.

c. The term “**vacancy**” shall mean any open position that the district intends to fill.

2. Continuing Employees:

All employees presently employed will be given credits for experience. All contracts offered shall be for one season in duration including preparatory work leading up to as well as work that occurs to close a season out and as such will be renewed according to Article I/Section E/Part 3 of this document. Contracts are not continuing contracts within the scope of RCW 28A.405.210.

3. Posting of Positions:

All vacancies will be reported to all association members by posting and by mail, regardless of the time of year. Postings will be for a minimum of ten (10) business days.

Section F. Employee Protection

1. District Insurance:

The District shall provide such insurance for the protection of employees as is required by RCW 28A.400.370.

2. Threats:

Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify his/her immediate supervisor and, if necessary, the

appropriate law enforcement authority. Immediate steps shall be taken by the District in cooperation with the employee to provide for the employee's safety. Steps may include notifying law enforcement, providing legal counsel and/or other earnest efforts. The district will cooperate with the employee in working with the prosecutor's office and law enforcement if necessary.

3. Administering/Monitoring Medication:

Should any employee as a direct response to an order from supervisory personnel or Washington State law, be required to dispense, administer or monitor medication; or provide any other medical functions, the District shall hold harmless such employee from any and all liability that might result therefrom. For the duration of this contract, the District will annually provide CPR and first aid training at the District's expense. Employees will provide the certification fee.

Section G. Privacy

1. Personal Lives:

The private and personal life of any employee is not within the appropriate concern or attention of the District. See Article 1, Section D, "Conformity to Law" in Bridgeport Co-Curricular Contract for limitations to Personal Lives language." Coaches will comply with the Code of Professional Conduct as outlined in WAC Chapter 181-87.

2. Information:

The District shall comply with the public records act (RCW 42.56).

Section H. Harassment

The Parties, including their representatives and members shall follow the district policies in regard to harassment and sexual harassment including the reporting and steps to ensure that it does not happen.

Investigating, warning, evaluating, reprimanding, or other official business shall not be construed as harassment. Employees shall follow the directions of their supervisors unless it places them in harm's way, places others in harm's way, or is illegal. Supervisors shall be professional and will not create a hostile working environment.

Section I. Complaint Procedure

1. Parent Procedure:

If at any time, parents have a question or concern regarding their students' Co-Curricular participation, the following course of action shall be followed.

a. The parent shall be directed to talk directly to the employee. Parents should arrange a meeting with the employee rather than approaching him/her at practice/activity or immediately following a game/activity.

b. If the issue is not corrected or parents have concerns about the way the situation was handled, the parents shall arrange a meeting with the principal or his/her designee.

c. If the issue remains unresolved, the parents are advised to take the issue to the principal.

2. Procedural Requirements:

- a. Complaints Against Employees: Any complaint against an Employee that may lead to disciplinary action shall be called to the attention of the employee within five (5) working days of receiving the complaint. Both parties agree that not all complaints justify disciplinary action. The District will work collaboratively with the individual coach and the Association in investigating complaints.
- b. All informal complaints, questions or concerns brought by parents and/or students regarding extracurricular activities shall be directed to the employee. If this does not accomplish a resolution, it may become a formal complaint, or it may be brought to the Principal or his/her designee for mediation.
- c. Any formal complaint regarding an employee made to any member of the District's administrative team, which does and/or may influence the evaluation of the employee or which may lead to disciplinary action, shall require the employee's supervisor to meet with the employee to apprise the employee of the full nature of the complaint.
- d. Representation: The Employee shall have the right to Association representation at any meeting or conference beyond Step 1 of this procedure.

Section J. Leaves:

Employees that have situations that will require missing practices or games must have pre-approval from the athletic director or principal. The Head Coach will be responsible to finding coverage (if needed) for that absence.

Coaches that are Bridgeport School District Employees shall not attend a practice or contest on any day that requires the coach to request and be granted a full day of sick leave by the District. Exceptions to this requirement must be authorized by the building principal or designee.
Leave will not be granted for extended vacation time.

ARTICLE IV. EMPLOYEE EVALUATION

Section A. Purpose

The purpose of all employee evaluations shall be to identify specific areas in which the performance of each employee is satisfactory, unsatisfactory or needs improvement.

Section B. Job Descriptions

All evaluations shall be based upon that employee's performance of his/her job description. Job descriptions shall be provided to employees when first employed as well as any time the description changes.

Section C. Frequency

Each employee shall be evaluated in writing at least annually.

Section D. Evaluations

The employee shall be given a copy of any evaluation report prepared by his/her evaluator(s) at least one day before any conference to discuss it. No report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee.

In the event an employee's work performance is unsatisfactory, he/she will be notified in writing as part of the evaluation process or in other forms as deemed appropriate by the athletic director prior to the conclusion of the activity or season of each school year.

All monitoring or observations shall be conducted openly and with full knowledge of the employee.

Section E. Evaluation Reports

Written evaluation reports conducted by the principal or principal's designee, attached herein as Appendix C, shall be presented in post-conferences to each employee by his/her immediate supervisor within five (5) days following its completion and in accordance with the following procedure:

Such reports shall be written in narrative form and shall include, when pertinent:

- a. Strengths of the employee
- b. Weaknesses of the employee
- c. Specific suggestions as to measures, which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

Section F. Rebuttals

The employee shall have the opportunity to write and attach a rebuttal to his/her evaluation.

Section G. Professional Growth

1. Purpose:

The purpose is to assist employees in professional development toward selected professional development goals in order to encourage enhancements and improvements in job performance and abilities. Collaborative interaction is encouraged. Professional Growth opportunities are intended to provide employees with support inherent in trying new ideas.

2. Classes, Courses, Workshops, etc:

Any classes, courses and/or workshops required of coaching staff by the District shall be paid for by the District. The District shall also pay expenses for one coaching clinic every other year for each coach. Such payment shall include lodging expenses, meals, and conference fees.

All head coaches shall attend a WIAA approved rules clinic or complete the on-line rules clinic for the sport being coached, or pass the WIAA approved sports rules test required of officials for the sport being coached prior to the end of the third week of the sports season.

ARTICLE V. FISCAL MATTERS

Section A. Post Season-Incentive Pay

Team sports that must compete for post-season play and individual sports that continue on to post-season playoffs will be treated as extended seasons. Any employee who meets the above criteria will receive post-season incentive pay at the rate of 5% of their regular season stipend per week of extended season, up to a maximum of three weeks.

Section B. Salary and Salary Payments

1. **Schedule:**

Salaries shall be as set out in the schedule, which is attached to and made a part of this Agreement as Appendix A.

2. **Retroactivity:**

Should the date of execution of this Agreement be subsequent to the effective date, salaries shall be retroactive to the effective date. Retroactive pay, where applicable, shall be paid within timelines required by the business office.

3. **Increments:**

Increment steps shall take effect on September 1 of each year.

4. **Payment:**

Each Co-Curricular Employee shall have the option to be paid by equal installments during the sports season or a lump sum at the conclusion of the season. The employee shall be responsible to notify the District in writing of his/her choice prior to the start of the season. In the case of no notification being given, the employee shall be paid in equal installments during the season. If a sport must be cancelled during the season for any reason the coach's stipend will be prorated for the length of the shortened season.

5. **Errors in Computation:**

Errors in computation related to salary and/or fringe benefits shall be brought to the attention of the employee as soon as discovered. In the event the District has made an over payment, the District and the employee shall work out a mutually agreeable plan for payback. In the event the District has underpaid a coach, the deficit shall be made up at the next available pay period.

6. **Hiring Assistant Coaches:**

Staffing will be set during the first week of the season. Staff added after the first week will have their pay prorated for the remainder of the season. No new staff will be added after 50% of the season has passed. Season shall mean from the first day of practice until the last scheduled

regular season contest. If the number of participants in the sport does not meet minimum participation requirements, the Athletic Director will notify the terminated assistant coach in writing. The assistant coach's pay will then be prorated based upon the amount of the season they have worked.

The number of assistant coaches shall be based on the number of athletes turning out for that particular sport on a weekly basis. Refer to Appendix E.

7. **Volunteer Coaches:**

The district recognized the valuable contribution made to the total school program and encourages volunteerism. Volunteers must follow all the rules outline in Policy 5005 Employment: Disclosures, Certification requirements, Assurances and Approval. This policy requires disclosure of crime, finger printing/background check, and approvals from the head coach, building principal, and the athletic director.

ARTICLE VI. GRIEVANCE PROCEDURE

Section A. Definitions

1. **"Grievant"** shall mean a bargaining unit member or group of bargaining unit members or the Association.
2. **"Grievance"** shall mean a claim or complaint by a grievant that:
 - a. There has been a violation, misinterpretation or misapplication of any terms or provisions of this agreement or any rules, order, policy, regulation or practice of the employer that violate this agreement;
 - b. An employee has been treated inequitably; or
 - c. There exists a condition which jeopardizes employee health or safety.
3. **"Days"** shall mean employee workdays. After the last day of school and before commencement of the new term, days shall mean any day the district business office is open for business with the public.

Section B. Time Limits

If the grievant fails to file or appeal according to the timelines set out herein, the grievance may not be further pursued and will be resolved according to the last formal response. In the event the District or its agents fail to meet a timeline, the grievant may proceed to the next step of the procedure. The specified time limits shall be strictly observed but may be extended or shortened by mutual concurrence of the parties.

Section C. Rights to Representation

1. A grievant shall have the right to be accompanied by the Association at all steps of the grievance procedure.
2. In the event a grievant elects to file and proceed without Association representation, he/she may do so, provided that the Association has an opportunity to be present at every meeting or conference in order to protect its contract rights (unless such presence is objected to by the grievant), and further provided that copies of the grievance, appeals and responses are given to the President in a timely fashion.
3. A grievance may be processed with a grievant having representation other than him/herself or the Association.
4. The form in Appendix B shall be used for filing a written grievance.

Section D. Individual Rights

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter through administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is notified in writing of the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

Section E. Procedure

Grievances shall be processed in the following manner:

STEP 1. Athletic Director/Principal: The Parties encourage employees and their supervisors to attempt to resolve problems through free and informal communications prior to filing formal grievances.

Within 20 days of the occurrence, or when the grievant should have reasonably known of the occurrence, the formal grievance shall be presented in writing to the employee's supervisor, who will arrange for a conference between him/her self, the grievant and the Association or designated Representative to take place within five (5) days after receipt of the grievance. The supervisor shall provide the grievant and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include all reasons upon which the decision was based.

STEP 2. Superintendent: If the grievant is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within the timeline, the grievance may be appealed to the Superintendent. The Superintendent shall arrange for a hearing with him/herself, the grievant, the first level supervisor and the Association or designated Representative, to take place within five (5) days of his/her receipt of the appeal. The grievant and the Association shall have the right to include in the representation such witnesses they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five (5) days to provide his/her written decision, together with the reasons for the decision to the grievant and the Association.

STEP 3. Board: If no satisfactory resolution of the grievance is reached at the Step 2, the grievant may, within five (5) days after the decision in Step 2 is rendered, appeal to the Board. Within twenty (20) days after receiving such notice, the board or a hearing examiner appointed by the Board, shall hold a hearing and render a decision.

STEP 4. Arbitration:

A. If no satisfactory settlement is reached at Step 3, the Association, within fifteen (15) working days of the receipt of the decision may appeal the final decision of the District to the American Arbitration Association for arbitration under the Voluntary Rules.

B. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the District, the Association and the grievant(s). The parties shall share equally the costs of the arbitration services, but each party shall otherwise be responsible for their separate costs of the arbitration, regardless of which party prevails in the matter.

C. The arbitrator shall have no power to add to, subtract from, disregard or modify the terms and provisions of this Agreement. Any remedy fashioned for a "continuing grievance" shall be restricted to the period beginning 20 days before the date the grievance was filed.

D. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law.

E. The arbitrator shall have no power to disregard the timelines required by the grievance procedure.

Section F. Miscellaneous Conditions

1. Contract Expiration:

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

2. No Reprisals:

No reprisals of any kind will be taken by the District or its agents against any employee because of his/her participation in this grievance procedure.

3. Cooperation of the Parties:

The Parties will cooperate in their investigation of any grievance; and will furnish such information as is requested for the processing of any grievance.

For the purpose of assisting an employee or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the District shall permit an employee and/or an Association representative access to and the right to inspect and acquire copies of his/her personnel file, with the employee's written consent, and any

other files or records of the District which pertain to the affected employee or any issue in the proceeding in question.

4. **Released Time:**

Should the district request the coach be released from assignment for reason of arbitration or during a grievance, he/she shall be released without loss of pay.

5. **Files:**

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

6. **Form:**

The form for filing grievances is attached to and made a part of this Agreement, Appendix B.

7. **Association Grievances:**

If a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance to the Superintendent directly, and the processing of such grievance shall commence at Step 2. Grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.

ARTICLE VII. DURATION

Section A. Effective Dates

This agreement shall be in effect from August 1, 2023 and will continue to be in effect through July 31, 2026.

Section B. Openers

Modifications of this agreement, matters of common concern, wages, hours, terms and conditions of employment may be subject to negotiation during the term of this Agreement only upon request and by mutual agreement of the parties. Upon written notice given by the Association to the District not later than April 1, the Parties agree to exchange proposals and commence negotiations on a successor Agreement no later than May 31, 2020, provided that, in the event the State Legislature passes law that creates a new program(s) that is not currently covered in this contract and if such program is also subject to local bargaining, negotiations shall be opened on such matters.

EXECUTED THIS **25th** day of **May, 2023**, at Bridgeport, Douglas County, Washington, by the undersigned officers with the authority of and on behalf of the Parties.

FOR THE DISTRICT:

Board Chairman

Superintendent

FOR THE ASSOCIATION:

Association President

Other Negotiator

APPENDICES

APPENDIX A. EMPLOYEE SALARY SCHEDULE

1. This schedule was implemented to take effect 2020.
2. All employees were placed based on their previous Co-Curricular experience for Bridgeport School District. Any person new to a position, including new people in the District, shall begin at Step One.
3. Assistant or middle school coaching experience counts 2 for 1 when advancing to Head Coach. Credit will only be given for coaching experience in that sport.
4. Year 2020-2023, all decimals are tied to the certificated base salary.
5. Any additional positions shall be subject to stipend negotiation.

**Bridgeport Coach/Advisor Schedule
2023-2026 School Year**

Position	1st Year	2nd Year	3rd Year	4th Year	5th Year
Head Coach	9.5%	10.5%	11.5%	12.5%	13.5%
Assistant	7%	8%	8.75%	9.5%	10.25%
Middle School Head Coach	5.5%	6%	6.5%	7%	7.5%
Middle School Assistant Coach	3.96%	4.4%	4.85%	5.25%	5.75%

APPENDIX B. FORMAL GRIEVANCE FORM

NAME OF GRIEVANT: _____

ASSIGNMENT _____ BUILDING _____

DATE _____

PERSON TO WHOM GRIEVANCE IS SUBMITTED: _____

SPECIFIC CONTRACT ARTICLE, BOARD POLICY, CODE, RULE, REGULATION, PRACTICE, OR HEALTH OR SAFETY CONDITION THAT IS PURPORTED TO BE A VIOLATION OF THE CO-CURRICULAR AGREEMENT WITH THE DISTRICT:

BRIEF DESCRIPTION OF GRIEVANCE: _____

DATE GRIEVANT BECAME AWARE OF VIOLATION: _____

REMEDY SOUGHT: _____

SIGNATURE OF GRIEVANT: _____

DATE: _____

Send the original signed grievance to the person with whom the grievance is filed. Send one copy each to the Superintendent and Association President. Keep one copy.

APPENDIX C. EMPLOYEE EVALUATION REPORT

Employee's Name: _____

Assignment: _____

Evaluator: _____

Check the appropriate box below

Rating:

_____ Excellent

_____ Satisfactory

_____ Unsatisfactory

Strengths of the employee _____

Weaknesses of the employee _____

Suggestions to improve employee's performance

Comments _____

Evaluator's Signature: _____ Date: _____

Employee's Signature: _____ Date: _____

NOTE: Employee's signature indicates only that he/she has read and has received a copy of this evaluation, not necessarily that he/she agrees with the content. Employee comments may be attached.

*Rationale will be based on observations and/or evaluations.

APPENDIX D.

**BRIDGEPORT SCHOOL DISTRICT
BRIDGEPORT CO-CURRICULAR ASSOCIATION**

NOTICE TO EMPLOYEE RECEIVING A DISCIPLINARY ACTION

You are being presented with this notice and option pursuant to the Agreement between the Bridgeport School District and the Bridgeport Co-Curricular Association. The District is not obligated to advise you of your rights beyond presenting you with this notice. If you select the first option below, the District will notify the Bridgeport Co-Curricular Association that this disciplinary action or probation notice has been given to you.

/__ / I do wish to have the Association notified that I have received this notice.

/__ / I do not wish to have the Association notified. I understand that the Association will receive no notice from the District of this action. Unless I contact them directly, they will not be informed of this action.

My signature indicates that I have received, read and understand this notice.

Signature of administrator

Date

Signature of employee

Date

Appendix E. Minimum Participants to Justify Head, Assistant, and/or, Second Assistant Coaching Positions.

In order to justify a head coach in a varsity sport a minimum number of athletes must be participating. This number will be set and agreed upon in this contract. Assistant coaches will be added as numbers warrant additional coaches. A second assistant may be added if numbers warrant. Prior to the first practice the head coach should submit a list of actual participants to the Athletic Director and recommendation of how many coaches the program will justify.

The head coach shall be responsible for keeping regular attendance records and report numbers of athletes to the Athletic Director on a weekly basis. The Athletic Director will also attend practices to ensure numbers are consistent.

High School

Sport	Head Coach	1st Assistant	2nd Assistant*	3rd Assistant*
Football (11 man)	11	11	24	35
Volleyball	7	10	24	
Girls/Boys Soccer	11	11	24	
Girls/Boys Basketball	8	10	24	
Cross Country	5	10	24	
Track	5	10	24	35
Golf	5	10	24	
Baseball/Softball	11	11	24	
Cheer	3-12			

Middle School

Sport	Head Coach	1st Assistant	2nd Assistant
Football	8	8	24
Volleyball	7	10	24
Girls/Boys Soccer	11	11	24
Girls/Boys Basketball	8	10	24
Cross Country**	5	10	24
Track	5	10	24

* No provision will be made for a paid assistant beyond the 2nd Assistant **except HS Football and HS Track**

** Middle School Cross Country may be combined with High School Cross Country.