

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE CENTRAL KITSAP COACHES
ASSOCIATION**

AND

THE CENTRAL KITSAP SCHOOL DISTRICT

2018-2021

September 2018

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PREAMBLE

In accordance with the provisions of the Public Employees Collective Bargaining Act (RCW 41.56) and the regulations promulgated pursuant thereto, this Agreement is made and entered into between Central Kitsap School District Number 401 (hereinafter "District" or "Employer") and the Central Kitsap Coaches Association (hereinafter called the "Association" or "Union"). The parties hereby mutually agree as follows.

ARTICLE I – ADMINISTRATION

SECTION A – RECOGNITION AND COVERAGE

The Central Kitsap School District recognizes the Association as the exclusive bargaining representative for all employees holding positions listed in Appendix A who conduct co-curricular activities in the Central Kitsap School District for which no certification is required, excluding supervisors, confidential employees, certificated employees (when performing as such), and other employees such as ticket-takers, safety patrol, time-keepers, casual employees, or the like.

SECTION B – STATUS OF AGREEMENT

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District, which shall be contrary to or inconsistent with its terms. Rules, regulations, policies or resolutions, other than those dealing with wages, hours of work or fringe benefits, not in conflict with this Agreement, shall remain in full force subject to change by the Central Kitsap School District Board of Directors (Board) and/or Administrative action.

This Agreement shall become effective when ratified by the Board and Association and executed by authorized representatives thereof and may be amended or modified only with mutual consent of the parties.

DEFINITIONS: Unless the context in which they are used clearly requires otherwise, the following terms are defined as:

The term "Agreement" shall mean this entire contract.

The term "days" shall mean business days unless otherwise specifically defined in this Agreement.

SECTION C – AGREEMENT COMPLIANCE

Individual employee contracts between the District and an individual employee heretofore executed shall be subject to the terms and conditions of this contractual agreement. If any individual employee contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

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 this Agreement to any employee or groups of employees covered hereby, shall be found contrary to law, 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 so held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

SECTION E – DISTRIBUTION OF AGREEMENT

Within forty-five (45) working days following the ratification and signing of this Agreement, the Agreement will be accessible to all employees on the Local Area Network (LAN). Thirty (30) copies will be printed, with one copy provided at each worksite. Employees may request a written copy of the Agreement by contacting the Association President. The Association and Employer shall share the cost of printing and distributing all copies of this Agreement equally. The style and format of printing this Agreement shall be agreed upon between the Association and the Employer.

ARTICLE II – RIGHTS AND RESPONSIBILITIES

SECTION A – MANAGEMENT RIGHTS

1. Except as otherwise specifically limited by the provisions of this Agreement, the District has the exclusive right to exercise all the rights or functions of management, including, but not limited to, the development adoption, implementation, and enforcement of policies, rules, regulations and practices in furtherance of management rights or functions; and the use of judgment and discretion in connection with District rights.
2. The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to obligations imposed by this Agreement.

SECTION B – ASSOCIATION RIGHTS

1. Use of School Buildings: The Association shall have the right upon approval of the building principal, to use school buildings at all reasonable hours for meetings. Requests for use of buildings will be submitted to the building principal or Superintendent/designee.
2. The Association may post notices of activities and matters of Association business:
 - a) On a designated bulletin board at each work site
 - b) Through use of the District mail service
 - c) Through use of District email
3. Association posting privileges are subject to the following:
 - a) The Association will not post materials within the work place about any particular individual or group, including the District; that are knowingly untrue.
 - b) The Association will not use the privilege for religious purposes.
 - c) The Association may not post information regarding support or lack of support for any political issue or political candidate.
4. The President shall be responsible and accountable for the Association's compliance with this section. The Association will defend and hold the District harmless from any allegation or suit arising out of the Association's use of this privilege.
5. The Employer agrees to provide the Association the names of new employees in a timely manner.
6. Upon written request, the Employer shall furnish in a timely manner to the Association any information normally compiled in the daily operation of the District to fulfill its representation responsibilities in bargaining and grievance processing.
7. A violation of the Article may result in the suspension of the Association's use of the District's facilities for posting and mailing.

8. The Association may be granted up to four (4) days release time annually for activities in support of the Association chosen by the President, provided the President notifies, in advance, the Superintendent or designee prior to taking the release time. The Association will reimburse the District the cost of the substitute. The parties may agree to additional days of release time on a case-by-case basis.
9. Membership Dues - The Association may establish local dues and will communicate the amount to the District Business Office. The District shall maintain a process for dues deduction from the employee's salary and transmit that amount each month to the Association. The Association shall hold the District harmless from any liability caused by the administration of this section.
10. If the District forms a committee that directly impacts athletic or activity programs coached or advised by employees in positions covered by this agreement, the District will seek input from the Association. The Association may appoint a representative to sit on the committee to communicate with and represent the interest of bargaining unit members.

SECTION C – EMPLOYEE RIGHTS

1. Pursuant to RCW 41.56, the Employer hereby agrees that every employee shall have the right to freely organize, join and support the Association.
2. Neither the Employer nor the Association shall unlawfully discriminate (as determined by an arbitrator, agency, or court of competent jurisdiction) against any employee based on the District's adopted Nondiscrimination policies and procedures.
3. Nothing in this Agreement will be construed to limit the rights of the Employer or employee(s) guaranteed by statute.
4. The private and personal life of any employee is not within the appropriate concern or attention of the District, unless the District determines that the employee's actions are interfering with the employee's professional responsibilities.

SECTION D – EMPLOYEE RESPONSIBILITIES

While training students to achieve their best potential, the Employee has the responsibility to adhere to all Board policies, WIAA rules, league rules, building rules, administrative directives and coaching responsibilities.

SECTION E – EMPLOYEE PROTECTION

The Central Kitsap School District shall provide:

1. Insurance against personal injury liability and property damage liability for employees while acting within the scope of their employment.
 - a) District insurance against personal injury liability and property damage liability for employees driving personal vehicles on District business is secondary to

other insurance on the driver and vehicle, and is effective only when those policies' liability coverage is entirely paid out.

- b) When a vehicle is rented with proper authorization for District purposes, paid for by the District, and the rental agreement names the District as the renter, the District's insurance will be in force, secondary to the rental company's, but before the driver's.
2. The District agrees to provide liability insurance coverage pursuant to RCW 28A.400.370.

SECTION F – SAFE WORKING CONDITIONS

1. The Employer shall provide safe and non-hazardous working conditions for employees at their place of employment in accordance with Board policy and the OSHA and the WISHA Standards for public sector education employees.

SECTION G – STUDENT DISCIPLINE

1. The District and the Employees shall have the responsibility to observe and enforce the substantive and procedural due process rights of the students.
2. The District and the Employees shall require acceptable behavior on the part of all students who participate in school-sponsored activities. When corrective action is necessary it shall be understood that authority by Employees to use prudent disciplinary measures for the safety and well-being of pupils and Employees is supported by the District, if such discipline is consistent with the applicable law, District and building adopted student discipline policy, student rights and responsibilities, athletic code of conduct, and other related expectations of the League(s) and WIAA.

SECTION H – EMPLOYEE FILES

1. There shall be an official co-curricular personnel file for each employee, which shall be maintained in the District Human Resources Office. In the event the co-curricular employee is also a certificated or classified employee of the District, his/her co-curricular personnel file shall be a separate file from his/her certificated or classified personnel file.
2. Any derogatory document not provided to an employee within twelve (12) days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. No evaluation, correspondence, or other material making derogatory reference to an employee's character or manner shall be kept or placed in their co-curricular personnel file without the employee having been provided a copy and the opportunity to attach his/her own comments. Such written response shall become part of the employee's written personnel records.
3. Employees shall, upon request, have the right to inspect all contents of their complete co-curricular personnel file kept within the District. Upon request, a copy of any documents contained therein shall be afforded the employee at the employee's expense.

4. Any derogatory material, except for employee evaluations, shall be removed from the co-curricular personnel file at the written request of the employee three (3) years after its initial placement into the file, provided the employee has not been further disciplined for a similar offense during that time.
5. The Human Resources Department may retain a single copy of the record of the investigation and disposition of any allegation of employee misconduct involving:
 - a) Abuse, neglect, exploitation, harassment or sexual harassment of a student or minor; or
 - b) Violence, harassment or sexual harassment with any connection to the work place, or to a work or school related activity.

SECTION I – DUE PROCESS AND EMPLOYEE DISCIPLINE

1. No employee shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.
2. Employees will be advised of their right to Association representation. Employees will be entitled to an Association representative at any meeting which the employee believes could result in discipline and when the employee believes the representative may be of assistance in problem solving. This would include any meeting where pre-disciplinary action such as a warning or letter of expectation is being discussed. When a request for such representation is made, no disciplinary action shall be taken with respect to the employee until such representative of the Association is present.
3. The District agrees to follow a policy of progressive discipline from oral reprimand through termination. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. The District may bypass steps in progressive discipline because of the severity of the conduct.
4. Any complaint made against an employee by any parent, student, or other person will be promptly called to the attention of the employee before discipline is imposed.
5. The Association shall be promptly notified by the District of any disciplinary action against any employee in the unit.

SECTION J – EVALUATION

1. Head Coaches and Assistant Coaches will be evaluated within thirty (30) calendar days of the end of the WIAA/designated season or before the last day of school for spring sports.
2. The Building Athletic Director will evaluate Head Coaches when the Building Administrator has assigned that responsibility. The Head Coach will assist in the evaluation of the Assistant Coach.
3. A Building Administrator will sign the District evaluation form.

4. If the evaluator intends to repost the position, the evaluator will inform the employee during the evaluation session. The employee has the option of meeting with the evaluator and building administrator responsible for athletics prior to posting.
5. Completed evaluations will be forwarded to Human Resources for inclusion in the employee's co-curricular personnel file.

SECTION K – ASSIGNMENT AND VACANCIES

1. Extracurricular positions need not be posted in the event the employee currently holding the position is requested by his/her supervisor to continue in the same position for the next season and/or school year.
2. When a vacancy occurs, the District may post within the building for three (3) days. After the three (3) days, the District may post within and outside the District for a minimum of five (5) days.
3. During the period of fifteen (15) days prior to the start of or during a season, the District may post the vacancy for two (2) days only.
4. Whereas the Head Coach is responsible for the continuity of the program, he/she shall play a significant role as a member of the hiring committee for Assistant Coaches when available.
5. The District has the responsibility of selecting the successful applicant.

SECTION L – NEW STAFF ORIENTATION

Prior to having any contact with students, coaches will:

Have current fingerprint/background check clearance
Meet with the Building Athletic Director to review expectations and applicable policies
Complete all paperwork required by the Human Resources/Payroll Offices

Prior to first practice with students, coaches will:

Have current First Aid/CPR certification clearance
Complete training for concussions in accordance with applicable law

ARTICLE III - ECONOMIC PROVISIONS

SECTION A – SALARY PROVISIONS

The salary schedule is attached as Appendix A.

SECTION B – SALARY PAYMENT METHOD

Payment method will align with the Supplemental Contract Authorization Form.

SECTION C – PROFESSIONAL DEVELOPMENT

Coaches may request funds through their building Athletic Director to attend clinics and conferences.

ARTICLE IV – GRIEVANCE PROCEDURE

SECTION A – DEFINITIONS

Unless the context in which they are used clearly requires otherwise, the following terms are defined as:

The term "Grievant" shall mean a bargaining unit member or group of bargaining unit members or the Association.

The term "Grievance" shall mean a claim or complaint by a grievant that there has been a violation, misinterpretation or misapplication of any terms or provisions of this Agreement.

SECTION B – TIME LIMITS

If the grievant fails to file or appeal according to the time lines 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 time line, the grievant may proceed to the next step of the procedure. The specified time limits shall be strictly observed, but may be extended by mutual concurrence of the parties.

SECTION C – RIGHTS TO REPRESENTATION

1. A grievance is an alleged misinterpretation of, misapplication of, or deviation from, the terms and/or provisions of this Agreement.
2. A grievant shall mean an individual, group of individuals, and/or the Association.
3. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration.
4. A grievant shall have the right to be accompanied by the Association at all steps of the grievance procedure.
5. In the event a grievant elects to file and proceed without Association representation, he/she may do so through the first two (2) steps of the procedure only, provided that the Association is present at every meeting or conference in order to protect its contract rights, and further provided that copies of the grievance, appeals and responses are given to the President in a timely fashion.
6. No grievance may be processed with a grievant having representation other than him/her self or the Association.
7. 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 problems 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 D – PROCEDURES

Grievances shall be processed in the following manner:

STEP 1. Administrator: Employees and their administrators shall attempt to resolve problems through free and informal communications prior to filing a formal grievance. Within twenty-five (25) days of the occurrence, the formal grievance shall be presented in writing to the employee's administrator, who will arrange for a conference between him/her self, the grievant, and the Association representative to take place within five (5) days after receipt of the grievance. The administrator 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.

Association Grievances: If a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance. The parties may agree that an Association grievance may be initiated at Step 2.

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 time line, the grievance may be appealed, within ten (10) days, to the Superintendent. The Superintendent shall arrange for a hearing with him/herself, the grievant, the first level administrator, a representative of Human Resources, and the Association. The parties shall have the right to include in the presentation 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 reasons for the decision to the grievant and the Association.

STEP 3. Arbitration: If the Association is not satisfied with the decision at Step 2, or if no disposition has been made within the time line, the Association may submit, within ten (10) days, a Demand for Arbitration to the American Arbitration Association (AAA), along with a copy to the Superintendent.

The Voluntary Arbitration Rules of the AAA shall control the arbitration, provided that the parties shall strike names from the panel selected by the AAA within ten (10) days of receipt of such panel.

The arbitrator shall hold a hearing within twenty (20) days of his/her appointment. Ten (10) days notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue his/her decisions, twenty (20) days after the completion of the hearing. 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 Employer, the Association and the grievant(s).

The arbitrator shall have no power to add to, subtract from, disregard or modify the terms and provisions of this Agreement.

The arbitrator shall have no power or authority to make any decision that requires the commission of an act prohibited by law. The arbitrator shall have no power or authority to rule on any of the following:

- a. The termination of services or failure to re-employ any employee to a stipend position
- b. Any matter involving termination of a substitute, temporary, supplemental, student or probationary employee
- c. Any matter involving employee evaluation provided the evaluation procedure may be reviewed for procedural error
- d. Any matter involving an alleged violation of a provision of this contract which is not applicable to the grievant

The costs for the services of the arbitrator, including per diem expenses, if any, his/her travel and subsistence expenses, and the cost of any hearing room will be shared by both parties.

ARTICLE V - TERM AND DURATION OF AGREEMENT

The term of this agreement shall be September 1, 2018 through August 31, 2021.

Negotiations between the parties on a successor agreement shall begin at least 60 days prior to the contract expiration date.

This Agreement expressed herein in writing constitutes the full and complete agreement between the parties. Modifications of this Agreement, matters of common concerns, wages, hours, and terms and conditions of employment, may be subject to negotiation during the term of this Agreement only upon written request and by mutual agreement by the parties.

In witness whereof, the parties have executed this Agreement the day and year written below:

For the Association	District Negotiations Team	For the Board of Directors

This _____ day of _____ 20 ____ in Silverdale, Washington.

High School

Salary Lane	Sport	85%	
		Step 1 0-4 Years	Step 2 5+ Years
A	Basketball - boys	\$ 6,139	\$ 7,223
A	Basketball - girls	\$ 6,139	\$ 7,223
A	Football	\$ 6,139	\$ 7,223
A	Wrestling	\$ 6,139	\$ 7,223
B	Track & Field	\$ 5,711	\$ 6,719
C	Baseball	\$ 4,616	\$ 5,431
C	Cheer	\$ 4,616	\$ 5,431
C	Cross Country	\$ 4,616	\$ 5,431
C	Fastpitch	\$ 4,616	\$ 5,431
C	Soccer - boys	\$ 4,616	\$ 5,431
C	Soccer - girls	\$ 4,616	\$ 5,431
C	Volleyball	\$ 4,616	\$ 5,431
D	Bowling	\$ 3,950	\$ 4,648
D	Golf - boys	\$ 3,950	\$ 4,648
D	Golf - girls	\$ 3,950	\$ 4,648
D	Swimming - boys	\$ 3,950	\$ 4,648
D	Swimming - girls	\$ 3,950	\$ 4,648
D	Tennis - boys	\$ 3,950	\$ 4,648
D	Tennis - girls	\$ 3,950	\$ 4,648

Head Coach

Salary Lane	Sport	65%	
		Step 1 0-4 Years	Step 2 5+ Years
A	Basketball - boys	\$ 3,990	\$ 4,604
A	Basketball - girls	\$ 3,990	\$ 4,604
A	Football	\$ 3,990	\$ 4,604
A	Wrestling	\$ 3,990	\$ 4,604
B	Track & Field	\$ 3,000	\$ 3,462
C	Baseball	\$ 3,000	\$ 3,462
C	Cheer	\$ 3,000	\$ 3,462
C	Cross Country	\$ 3,000	\$ 3,462
C	Fastpitch	\$ 3,000	\$ 3,462
C	Soccer - boys	\$ 3,000	\$ 3,462
C	Soccer - girls	\$ 3,000	\$ 3,462
C	Volleyball	\$ 3,000	\$ 3,462
D	Bowling	\$ 2,568	\$ 2,963
D	Golf - boys	\$ 2,568	\$ 2,963
D	Golf - girls	\$ 2,568	\$ 2,963
D	Swimming - boys	\$ 2,568	\$ 2,963
D	Swimming - girls	\$ 2,568	\$ 2,963
D	Tennis - boys	\$ 2,568	\$ 2,963
D	Tennis - girls	\$ 2,568	\$ 2,963

Assistant or JV Coach

Salary Lane	Sport	55%	
		Step 1 0-4 Years	Step 2 5+ Years
A	Basketball - boys	\$ 3,377	\$ 3,990
A	Basketball - girls	\$ 3,377	\$ 3,990
A	Football	\$ 3,377	\$ 3,990
A	Wrestling	\$ 3,377	\$ 3,990
B	Track & Field	\$ 2,539	\$ 3,000
C	Baseball	\$ 2,539	\$ 3,000
C	Cheer	\$ 2,539	\$ 3,000
C	Cross Country	\$ 2,539	\$ 3,000
C	Fastpitch	\$ 2,539	\$ 3,000
C	Soccer - boys	\$ 2,539	\$ 3,000
C	Soccer - girls	\$ 2,539	\$ 3,000
C	Volleyball	\$ 2,539	\$ 3,000
D	Bowling	\$ 2,173	\$ 2,568
D	Golf - boys	\$ 2,173	\$ 2,568
D	Golf - girls	\$ 2,173	\$ 2,568
D	Swimming - boys	\$ 2,173	\$ 2,568
D	Swimming - girls	\$ 2,173	\$ 2,568
D	Tennis - boys	\$ 2,173	\$ 2,568
D	Tennis - girls	\$ 2,173	\$ 2,568

C-Team Coach

NOTE: "Greyed" positions are not currently funded/filled

Middle School

Salary Lane	Sport	90%	
		Step 1 0-4 Years	Step 2 5+ Years
A	Basketball - boys	\$ 3,200	\$ 3,556
A	Basketball - girls	\$ 3,200	\$ 3,556
A	Football	\$ 3,200	\$ 3,556
A	Track & Field - boys	\$ 3,200	\$ 3,556
A	Track & Field - girls	\$ 3,200	\$ 3,556
B	Cheer	\$ 2,932	\$ 3,258
B	Cross Country	\$ 2,932	\$ 3,258
B	Fastpitch	\$ 2,932	\$ 3,258
B	Soccer - girls	\$ 2,932	\$ 3,258
B	Volleyball	\$ 2,932	\$ 3,258
B	Wrestling	\$ 2,932	\$ 3,258

Head Coach

Assistant or JV Coach

Salary Lane	Sport	75%	
		Step 1 0-4 Years	Step 2 5+ Years
A	Basketball - boys	\$ 2,444	\$ 2,932
A	Basketball - girls	\$ 2,444	\$ 2,932
A	Football	\$ 2,444	\$ 2,932
A	Track & Field - boys	\$ 2,444	\$ 2,932
A	Track & Field - girls	\$ 2,444	\$ 2,932
B	Cross Country	\$ 2,000	\$ 2,444
B	Fastpitch	\$ 2,000	\$ 2,444
B	Soccer - girls	\$ 2,000	\$ 2,444
B	Volleyball	\$ 2,000	\$ 2,444
B	Wrestling	\$ 2,000	\$ 2,444

Athletic Trainer = \$19,000

Effective 09/01/2018

GRIEVANCE

COMPLAINT BY THE AGGRIEVED

Type or Print:

Aggrieved Person: _____.

Date of Formal Presentation: _____.

Address of Aggrieved: _____.

Telephone: _____.

Position: _____.

Association Representative: _____.

STATEMENT OF THE GRIEVANCE:

APPLICABLE AND VIOLATED SECTIONS OF THE COLLECTIVE BARGAINING AGREEMENT:

RELIEF SOUGHT:

Signature of the Aggrieved

Date