



AUGUST 1, 2018 – JULY 31, 2022

AGREEMENT BETWEEN

THE BELLEVUE SCHOOL DISTRICT, NO. 405

AND

THE BELLEVUE COACHES ASSOCIATION

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**COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE BELLEVUE COACHES ASSOCIATION AND THE BELLEVUE SCHOOL DISTRICT
Effective August 1, 2018 through July 31, 2022**

PREAMBLE

This Agreement is entered into by and between the Bellevue Coaches Association (“BCA” or “Association”) and the Bellevue School District (“District”) in accordance with Title 41.56 RCW, The Public Employment Relations Act and the requirements of that Act.

ARTICLE 1 - RECOGNITION AND DEFINITIONS

Section 1.1 Recognition

The Bellevue School District recognizes the Bellevue Coaches Association (BCA) as an employee organization and the exclusive bargaining representative for all employees who conduct extracurricular activities in the District for which no certification is required, excluding supervisors, confidential employees, certificated employees when performing as such, casual employees, and employees working at elementary and middle school activities as stated in the separation notice which require that those positions have a professional teaching certificate. The employees represented hereunder shall be those identified as within the bargaining unit in accordance with PERC Decision No. 8390.

The parties agree that the District will make the ultimate decision regarding how experience is counted towards step progression.

Section 1.2 Definitions

Unless the context in which they are used clearly requires otherwise, when used in the Agreement:

- The term “Agreement” shall mean this entire document including any appendices, or Memoranda of Understanding executed by the parties.
- The term “Association” shall mean the Bellevue Coaches Association, and the Association may also be indicated as the BCA.
- The term “District” or “Board” shall mean the Bellevue School District and its Board of Directors.
- The term “Employee” shall refer to all employees represented by the Association in the bargaining unit as defined in Article 1, Section 1.1 Recognition and contracted to perform extracurricular duties as a supplemental assignment.
- The term “Day(s)” shall mean school days as opposed to calendar or business day(s) unless stated otherwise.
- The term “Discipline” shall mean a letter of reprimand, suspension, or dismissal of a coach from his/her coaching assignment for Just Cause.
- The term “WIAA” shall mean the Washington Interscholastic Activities Association.

- The term “School Year” shall mean August 1 until the final spring state tournament has been completed (high school); for incoming 9th grade students after the completion of the final middle level sports season (WIAA 17.1.0: School Year). The intent of this definition is to clarify when BCA coaches may coach incoming 9th grade students and all other high school students.
- The term “In season” shall mean the first day of turnouts for that sport and will conclude with the final day of the state event for that sport in that classification at the high school level (WIAA 17.2.0: In Season).
- The term “Out of season” means that time (in the school year) during which paid or volunteer coaches cannot coach present or future squad members. (WIAA 17.5.0: Out of Season)
- The term “Summer Activities” shall mean the first day following WIAA spring tournaments through July 31 for high schools and the first day following the spring sports schedules through July 31 for middle schools (WIAA 17.10.0: Summer Activities).

Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall include both feminine and masculine.

Other terms shall be given their ordinary and common-day meaning unless otherwise specifically defined in this Agreement.

ARTICLE 2 – STATUS AND ADMINISTRATION OF AGREEMENT

Section 2.1 Status of the Agreement

This Agreement shall become effective when ratified and signed by the District and the Association. The Agreement may be amended or modified during its term only with the written mutual consent of both parties.

Section 2.2 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 the law, such provision or application shall have the 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 to be contrary to law by a court of competent jurisdiction, an Attorney General’s opinion, or an Auditor’s Report, the parties shall meet to negotiate the affected provision if requested to do so by either party.

Section 2.3 Distribution of Agreement

The District shall post this Agreement and any executed Memoranda of Understanding (MOUs) on its website for access by all employees represented by the BCA who conduct extracurricular activities. A copy will be available at each school. Any employee not having electronic access will be provided a printed copy upon request.

Section 2.4 WIAA Regulations

Should WIAA rules be amended in such a way to impact definitions included in Article 1 of this Collective Bargaining Agreement, BCA and the District shall meet and confer to amend the CBA to reflect the originally

bargained terms affected by the WIAA rule(s) in question.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 3.1 District Rights

Except as expressly covered and controlled by the provisions of this agreement, the management and conduct of the business of the District and the direction and assignment of all employees of the District are the exclusive right and responsibility of the District. The District shall have the right to hire, assign, transfer, discipline and discharge the personnel of the District and to take all other actions relating to employees it deems appropriate. The District retains full authority to adopt policies, rules and regulations from time to time as it may deem appropriate for the proper conduct of the business of the District, and to direct and manage the workforce as it deems appropriate. This general statement of District authority shall be deemed the equivalent of a detailed and comprehensive list of all the areas and ways in which the District's legal authority may properly be exercised.

The exercise of the District's rights stated herein does not modify the right of an employee to appeal through established grievance procedures when an act of the District is construed as violating this Agreement.

Section 3.2 Determination of Program

The District retains full control over the scope of the extracurricular program and any additions or reductions thereto. References within this Agreement to activities or positions do not guarantee that they will be offered or filled; but rather such references apply or control only when such activities are offered or such positions are filled.

ARTICLE 4 – ASSOCIATION RIGHTS

Section 4.1 Exclusivity

In accordance with the Public Employment Relations Act, RCW 41.56, certain rights, functions, and responsibilities are accorded and ascribed to the Association as the legal representative of those employees covered under this Agreement. The rights and privileges afforded to the Association shall not be granted to any other organization seeking to represent employees so represented under this Agreement as that is an exclusive right of the Association in accordance with state law and this Agreement.

Section 4.2 Access

Duly authorized representatives of the Association shall be permitted to transact official Association business on District property at all reasonable times, provided this shall not interfere with or interrupt normal District operations or with employee responsibilities. The representative will notify the building/facility designee of his/her visit whenever possible. If the building/facility supervisor believes the time of the visit will interfere or interrupt normal school operations, a more appropriate time will be suggested by the building/facility supervisor.

The Association shall have the right to use District buildings or facilities to meet provided that such use does not interrupt normal district operations or create additional cost or expense to the District beyond incidental expenses such as for lighting or heat. If, however, such use would cause extra custodial or other expense then the Association will be charged for such expenses at a rate comparable to that charged the PTAs.

Section 4.3 Membership Communication

4.3.1 Notification to Coaches

- 1 The District will make reasonable efforts to notify the Association and the coach in question in writing prior to a report being made to a league, athletic association, or regulatory body of which the District is a member regarding any alleged rule violations related to the coach, the coach's team, or the coach's program. This includes contest-related reports such as ejections, red cards, etc.
- 2 If the allegation or complaint is about a specific coach, that coach will have an opportunity to meet with the reporting employee to present facts or circumstances directly related to the violation that should be considered regarding whether that rule violation has been committed. The notification to the employee will include a summary of the alleged violation and a summary of the evidence relied upon.
 - a. The opportunity for such meeting must be exercised and the meeting must take place no later than two (2) business days prior to the reporting date of which the employee will be notified.
 - b. At the employee's request, the meeting may take place by telephone (including phone call, Skype, etc.).

4.3.2 Bulletin Boards

The District will make available suitable space at Bellevue, Interlake, Newport, and Sammamish High School for the use of the Association for posting notices of its meetings, elections, recreational and social affairs, reports of Union committees, and rulings and policies of the Association. Notices and announcements shall not contain anything political or reflect adversely upon the District, any of its employees, students, or any labor organization.

4.3.3 Mail Services

The Association will have the right to use the District's mail services and employee mailboxes provided said use does not violate any federal or state statute and does not require added costs for the District. The Association agrees not to distribute any information through the District's mail system which is not in the best interest of the District or its normal operation.

Section 4.4 Availability of Information

4.4.1 Upon its reasonable advance request, the District will provide the Association copies of public documents, including financial statements or other relevant information necessary for the Association to conduct its legal obligations under this Agreement.

4.4.2 The District Athletic and Activities Director will provide the Association President with a complete roster of coaches monthly (no report will be sent during June or July). The District will provide a current membership list by school to include names, district and private (if available) email addresses, position, and phone numbers. The monthly report is due no later than the final BSD workday each month.

4.4.3 After each competitive season, BSD shall send BCA a notice (via email) specifying the head coaches with whom supervisors have met. The notice will indicate to BCA which head and assistant coaches have received a letter of reasonable assurance.

- for fall sports, the notice shall be sent no later than February 10 each year,
- for winter sports, the notice shall be sent no later than May 15 of each year,
- for spring sports, the notice shall be sent no later than July 31 of each year.

4.4.4 If BSD fails to provide a report to BCA as required by the CBA, as an option prior to using more formal means, BCA may attempt to resolve this breach through informal means. If BSD does not provide a report to BCA as required by the CBA as agreed to during this informal process, BCA may report the breach of the CBA to the Superintendent and the Board of Directors to request a directive to BSD to resolve the breach. Nothing herein precludes BCA from taking any and all action as prescribed by the CBA and applicable law.

Section 4.5 Right of Consultation

The Assistant Superintendent of Human Resources or designee and/or District Athletic and Activities Director and/or designee shall meet with Association representatives periodically at mutually agreed times to discuss matters of concern to either party.

Section 4.6 Association Responsibilities

The Association recognizes that the education of students, which includes all school-sponsored activities during and after school, whether within the purview of this Agreement or not, shall be to the highest standards, and the Association expects that its members shall conduct themselves in all aspects of their employment in a proper manner and comply with state and federal law and Board policy. The Association recognizes that the primary goals of the District are that students receive the best possible teaching and education including extracurricular activities. The Association shall exert its best effort to police its membership and rectify any inappropriate conduct and/or practices recognizing the District's primary authority over employment-related conduct.

Section 4.7 Evaluations

The District and the Association will meet each spring to discuss any concerns either party may have about the evaluation process. The District may not make changes to the evaluation process or to evaluation documents without seeking input from the Association. The District Athletic and Activities Director and/or Building Athletic Directors will provide coaches with a copy of the evaluation document at the preseason orientation meeting.

Section 4.8 Directed Athletics

During each preseason orientation meeting for coaches, the District Athletic and Activities Director and/or Building Athletic Directors will include an explanation of the District's policy regarding the earning of PE credit through athletic participation. The District Athletic and Activities Director will also post a complete explanation of the Directed Athletics procedure which includes guidance on its correct implementation on the BSD Athletic Department webpage (<https://bsd405.org/departments/athletics-activities/earn-pe-credit/>).

Section 4.9 Application of BSD Board Policy 2151

Employees covered under this Agreement are governed by Board Policy 2151 and Administrative Procedure 2151P: Interscholastic Activities.

ARTICLE 5 – EMPLOYEE RIGHTS

Section 5.1 Appointment

Appointment to coaching and extra-curricular positions covered by this Agreement is on a seasonal basis.

Section 5.2 Rehire Process, Reasonable Assurance Notification

HEAD COACHES

- 1 BSD will conduct an in-person evaluation meeting with each head coach thirty (30) calendar days after the conclusion of the final state championship of his or her regular season (fall, winter and spring).
 - At the meeting, the head coach will provide the supervisor written evaluations for each of the head coach's assistants.
 - At the meeting, the supervisor will inform each head coach which of the assistant coaches the supervisor recommends for rehire.
 - Note: In-person evaluation meetings for alternate season sports will be scheduled after that sports' regular season (e.g. boy's tennis – fall meeting, boy's golf – fall meeting) unless there is a mutual written agreement between the coach and supervisor that the in-person meeting will be scheduled after the conclusion of the alternate state championship (e.g. boy's tennis – spring state championship, boy's golf – spring state championship). The agreement must be reached between coach and supervisor within thirty (30) calendar days of the conclusion of his/her regular season (fall, winter and spring).
- 2 At the in-person evaluation meeting, the supervisor will provide the head coach with his/her written evaluation and inform each head coach if he/she will be offered a letter of reasonable assurance for the following year. If the written evaluation needs revision after the meeting, the supervisor will send the head coach the final evaluation through certified mail, postmarked no later than seven business days after the completion of the in-person meeting.
- 3 The supervisor will provide head coaches who are recommended for reasonable assurance a collectively bargained "potential conflict of interest disclosure form" to complete along with their written evaluation.
 - Any head coach receiving the "potential conflict of interest disclosure form" has fourteen (14) calendar days from the date this form is sent to them to complete and return the form to their supervisor.
 - The fourteen (14) calendar days begins when the coach first receives the form if the form is received multiple times (i.e. email, regular mail, hand delivered)
- 4 Once a school receives a completed form, BSD shall then have fourteen (14) calendar days to issue a letter of reasonable assurance of hire to the head coach who returned the form.

Notes:

Note 1: If a head coach does not receive a written evaluation according to the timeline described above in item 1, that coach will be determined to have been offered reasonable assurance.

Note 2: If BSD fails to deliver the "potential conflict of interest disclosure form" to any head coach along with the written evaluation, BSD waives the right to require this form as part of the renewal process for that head coach for the upcoming season.

- That head coach shall be deemed to not have any potential conflicts of interest for the sport season for which he/she was hired.
- That head coach will not be required to fill the form out until the following seasons rehire process recommences.

Note 3: If the in-person evaluation meeting with a head coach is not completed within the thirty (30) calendar day timeline as defined in #1 of this section of the CBA and the head coach is not the primary reason for the failure to meet, the head coach will be deemed to have received a letter of reasonable assurance for the following season. Furthermore, all assistant coaches of that head coach's program will also be deemed to have received a letter of reasonable assurance for the following season.

Note 4: If a head coach does not receive a letter of reasonable assurance within the fourteen (14) calendar day timeline as defined in #4 of this section of the CBA, the head coach will be deemed to have been offered reasonable assurance if they;

- received a recommendation for rehire
- completed and returned the “potential conflict of interest disclosure form”
 - The situation described in Note 2 may replace a completed “potential conflict of interest form” for this purpose.
- signed the evaluation form within the specified timeframes

Note 5: If BSD has made reasonable efforts to contact a head coach and an in-person evaluation meeting does not occur within the thirty (30) calendar day timeline due to the head coach’s actions (i.e. missing a meeting, or not returning messages, etc.), the head coach will not be provided a letter of reasonable assurance for the following season. The thirty (30) calendar day timeline is defined in #1 of this section of the CBA. Reasonable efforts: defined as at least four (4) attempts at contact through phone or written communication (e.g. email, US mail, or text). At minimum, two (2) of the attempts at communication must be in writing.

- At the sole discretion of BSD, if an in-person evaluation meeting does not occur due to the actions of a head coach, BSD could choose to contact the program’s assistant coaches and provide them with a recommendation for rehire.
- If an in-person evaluation meeting does not occur due to the actions of a head coach and the head coach does not receive a letter of reasonable assurance, the head coach could still apply for a coaching position (head or assistant), but would no longer be considered for renewal.

ASSISTANT COACHES

- 1 The supervisor will provide all paid assistant coaches a written evaluation either in-person or through US mail no later than thirty (30) calendar days after the conclusion of the final state championship of his/her competitive season (fall, winter and spring). The supervisor will provide the assistant coach with his/her written evaluation and inform each assistant coach if he/she will be offered a letter of reasonable assurance for the following year.
- 2 The supervisor will provide assistant coaches who are recommended for reasonable assurance a collectively bargained “potential conflict of interest disclosure form” to complete along with their written evaluation.
 - Any assistant coach receiving the “potential conflict of interest disclosure form” has fourteen (14) calendar days from the date this form is sent to them to complete and return the form to their supervisor.
 - The fourteen (14) calendar days begins when the coach first receives the form if the form is received multiple times (i.e. email, regular mail, hand delivered)
- 3 Once a school receives a completed form, BSD shall then have fourteen (14) calendar days to issue a letter of reasonable assurance of hire to the assistant coach who returned the form.

Notes:

Note 1: If an assistant coach does not receive a written evaluation according to the timeline, that coach will be determined to have been offered reasonable assurance.

Note 2: If BSD fails to deliver the “potential conflict of interest disclosure form” to any assistant coach along with the written evaluation, BSD waives the right to require this form as part of the renewal process for that assistant coach for the upcoming season.

- That assistant coach shall be deemed to not have any potential conflicts of interest for the sport season for which he/she was hired.
- That assistant coach will not be required to fill the form out until the following seasons rehire process recommences.

Note 3: If an assistant coach does not receive a letter of reasonable assurance within the fourteen (14) calendar timeline as defined in #2 of this section of the CBA, the assistant coach will be deemed to have been offered reasonable assurance if they;

- received a recommendation for rehire,

- completed and returned the “potential conflict of interest disclosure form”
- and signed the evaluation form within the specified timeframes.

The situation described in Note 2 may replace a completed “potential conflict of interest form” for this purpose.

Section 5.3 Just Cause

- 5.3.1. No employee shall be disciplined without just cause, in accordance with Board Policy 5281 and Administrative Procedure 5281P: Disciplinary Action and Discharge.
- 5.3.2. Disciplinary actions, when warranted, will be implemented in a progressive nature. Depending upon the nature of the work performance problem or conduct, action may be taken by the appropriate supervisor in accordance with Administrative Procedure 5281P: Disciplinary Action and Discharge.
- 5.3.3. An employee shall be entitled, upon request, to have an Association representative present during any disciplinary action or meeting.
- 5.3.4. Any complaint not called to the attention of the employee may not be used as the basis for disciplinary action.
- 5.3.5. Personnel actions that result in nonrenewal for a subsequent assignment are not subject to the provisions of this Section or of the Grievance Procedure.
- 5.3.6. Any disciplinary action administered through Section 5.3 of this CBA will be implemented with due process.
- 5.3.7. Administrative Leave: An employee may be temporarily removed from duty with pay, if circumstances warrant, with the prior approval of the Head Coach, Building Athletic Director, Building Administrator or District Athletic and Activities Director to provide an opportunity for fact-finding. Fact-finding will be completed as soon as practicable. Should fact-finding take longer than fourteen (14) calendar days, the individual who initiated the administrative leave will inform the employee and association of the need for additional time.

Section 5.4 Personnel File

Employees, upon request, shall have the right to inspect all contents of their personnel file maintained in the Human Resources Department.

An employee shall be given a copy of all material related to any disciplinary action or performance review prior to adding such material to the personnel file and shall have the right to attach a written statement to all such material within ten (10) calendar days of receipt of such material.

In accordance with Board Policy 5281 and Administrative Procedure 5281P: Disciplinary Action and Discharge, no information related to substantiated verbal or physical or sexual misconduct may be removed from any employee file. In accordance with Board Policy 5281 and Administrative Procedure 5281P: Disciplinary Action and Discharge, information related to alleged verbal or physical abuse or sexual misconduct that has not been substantiated may be expunged.

Section 5.5 Employee Protection

The District agrees to defend any employee in a civil suit consistent with the limitations of its insurance coverage and the requirements of Washington law as it does other employees in the District.

Employees are covered by Industrial Insurance subject to the rules and regulation of the Industrial Insurance Act. In the event an employee sustains an on-the-job injury, the employee shall immediately notify his/her supervisor and shall be informed of the right to apply for workers compensation.

Section 5.6 Rights, Responsibilities and Authority of Employees

- 5.6.1. All employees shall have the responsibility and authority to control and discipline students participating in their activities pursuant to school, District, and WIAA rules.
- 5.6.2. Employees shall be entitled to appropriate assistance and support from District administrators regarding any discipline problems relating to students.
- 5.6.3. Coaches currently covered under this CBA will be considered an internal applicant for any other position posted in the Bellevue School District.
- 5.6.4. Children of BCA member employees and/or officers who currently reside within the Bellevue School District boundaries are afforded enrollment rights for their child/children consistent with RCW 28A.225.225 and Board Policy 3120, Enrollment, and Procedure 3120P, Enrollment.

For the purposes of this Section and how it pertains to RCW 28A.225.225, Board Policy 3120, Enrollment, and Procedure 3120P, Enrollment, BCA members and/or officers who request a transfer for their child/children shall have their transfer request granted provided that no other provisions in 3120P would prevent such a transfer request from being granted.

In the event the coach or BCA officer is not assigned to a specific school or is assigned to multiple schools, or attendance at another school in the district is more accessible to the BCA Member employee and/or officer's or spouse's place of work or to the location of child care, the BCA coach or BCA officer shall be able to choose an equivalent comprehensive school (choice schools or other specialty programs are not considered an equivalent comprehensive school) that he/she selects as the assigned school with regard to enrollment rights for the student.

ARTICLE 6 – GRIEVANCE PROCEDURE

Section 6.1 Definition

A grievance is a claim by an employee that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement, which claim deals with the interpretation or application of the specific terms of this Agreement.

Section 6.2 Procedure

Informal Complaints

In accordance with Board Policy 4220 and Administrative Procedure 4220P: Complaints Concerning Staff or Programs, within ten (10) calendar days of the event, action, or decision which is the subject of the complaint, complainants are entitled to share their complaint(s) by scheduling a meeting or communicating, either orally or in writing, the issue(s) directly to the person responsible for the program, event, action, or decision. When addressing informal complaints, the involved parties should:

- A. Begin the conversation with the acknowledgement that each is operating with the best of intentions.
- B. Work collaboratively to understand the other's point of view.
- C. Work to resolve the concern through conversation before initiating a formal complaint.

Formal Complaints

Within seven (7) calendar days of the time a grievance arises or from the time when a complaint has not been resolved through informal conversation, the complainant may initiate a formal grievance. The grievant will

commit the grievance to writing, sign it, and submit it to the Building Athletic Director. The formal written complaint shall include:

- A. Detailed statement of the complaint
- B. Steps taken to address the complaint
- C. Suggested resolution(s) to be considered

Step 1: The Building Athletic Director shall provide a written decision addressing the complaint within seven (7) calendar days upon receipt of the complaint. If the complaint is not resolved to the complainant's satisfaction, the complainant may appeal the resolution of the complaint to the following person in writing within seven (7) calendar days of the resolution. The appeal should be directed to the District Athletics and Activities Director.

Step 2: The District Athletics and Activities Director shall meet with the complainant and the person responsible for the program, policy and/or procedure, and/or the Building Athletic Director to understand the complaint and what resolution(s) has already been considered. The information gathered will be considered and the complaint will be addressed in writing within seven (7) calendar days upon receipt of the unresolved complaint.

Step 3: If the complaint is still not resolved, the complainant may appeal the decision to the Executive Director of Human Resources in writing within seven (7) calendar days of receipt of the Step 2 decision. The Step 3 decision shall be rendered to the grievant and the association in writing within seven (7) calendar days of receipt by the Assistant Superintendent of Human Resources.

Step 4: If the complaint is still not resolved, the complainant may appeal within ten (10) calendar days, the resolution at Step 3 by submitting the grievance to the American Arbitration Association for arbitration under their voluntary labor arbitration rules and within the following guidelines:

- a. The arbitrator shall limit his/her decision strictly to disputes involving the application or interpretation of the express terms of this Agreement. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement.
- b. In the event the grievant prevails and a monetary award has been granted through arbitration, the arbitrator may compound the award, not to exceed the equivalent of one (1) additional stipend (Schedule A).
- c. The arbitrator's decision shall be final and binding on the Association, the employee(s) involved, and the District.

The fees and expenses of the arbitrator shall be borne by the party that does not prevail in the arbitrator's decision. Fees and expenses of the arbitrator will be shared equally by the complainant and the District if the arbitrator splits the decision. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. Once the appeal is filed with the AAA, the BCA and BSD agree to the process and timeline for resolution as it is set by the AAA.

Section 6.3 Time Limits

The number of days within each step is the maximum, and every effort shall be made to expedite the process. Failure on the part of the District to act within the time limits will move the grievance to the next step automatically. Failure of the grievant or the Association to comply with any time limits specified in this procedure shall constitute withdrawal of the grievance.

The District and the Association may mutually agree in writing to extend the time limits at any one of the steps of the grievance procedure.

ARTICLE 7 – ANTI-STRIKE

During the term of this agreement, the Association and /or employees covered under this Agreement agree not to cause or engage in any strike, slow-down, sick-out, or other work stoppage. Employees who engage in any of the foregoing actions shall be subject to such disciplinary action as may be determined by the District

ARTICLE 8 – SALARY

Section 8.1 Salary Schedule

1. Step Progression – The parties agree to maintain the step progression during the 2018-2021 Collective Bargaining Agreement:
 - Step 1 = 1-2 years of Middle or High School level coaching experience;
 - Step 2 = 3-5 years of Middle or High School level coaching experience;
 - Step 3 = 6+ years of Middle or High School level coaching experience

2. Progression from Step 1 to Step 2 will be contingent on the coach completing the appropriate WIAA coaching certification requirements for their sport. Specific information regarding WIAA coaches’ certification requirements can be found in WIAA rule 20.4.0: Coaching Requirements and WIAA Handbook Appendix 15. (<http://www.wiaa.com/subcontent.aspx?SecID=904>).

3. Coaches must submit documentation of this certification no later than seven (7) calendar days prior to the WIAA determined start date for their season to be eligible for this step progression. Coaches who fail to submit this certification by this deadline will not be eligible for step progression for that contract year. If a coach submits the documentation after the deadline, step progression will not occur until the next contract year.

4. The head football coach stipend is deemed to be the 100% level and all other stipends are based on a percentage of the football stipend. For the 2018-2021 Collective Bargaining Agreement all head coach stipends will be set at the following percentages:

<u>Fall Sports</u>				<u>Winter Sports</u>				<u>Spring Sports</u>			
CROSS COUNTRY	HEAD	BOYS	70%	BASKETBALL,	HEAD	BOYS	90%	BADMINTON,	HEAD	GIRLS	37%
CROSS COUNTRY	HEAD	GIRLS	70%	BASKETBALL,	HEAD	GIRLS	90%	BASEBALL,	HEAD	BOYS	80%
FOOTBALL,	HEAD	BOYS	100%	GYMNASTICS,	HEAD	GIRLS	90%	GOLF	HEAD	GIRLS	70%
GOLF	HEAD	BOYS	70%	SWIMMING,	HEAD	BOYS	70%	LACROSSE	HEAD	BOYS	70%
SOCCER,	HEAD	GIRLS	80%	WRESTLING,	HEAD	BOYS	85%	LACROSSE	HEAD	GIRLS	70%
SWIMMING,	HEAD	GIRLS	70%					SOCCER,	HEAD	BOYS	80%
TENNIS,	HEAD	BOYS	70%					SOFTBALL,	HEAD	GIRLS	80%
VOLLEYBALL,	HEAD	GIRLS	80%					TENNIS,	HEAD	GIRLS	70%
WATER POLO	HEAD	BOYS	65%					TRACK,	HEAD	BOYS	80%
<u>All Seasons – Equivalent of 3 seasons</u>								TRACK,	HEAD	GIRLS	80%
CHEER	HEAD	GIRLS	140%					WATER POLO	HEAD	GIRLS	65%
DRILL TEAM	HEAD	GIRLS	90%								

5. The Head Football coach stipend is increased to \$8159 in the 2018-2019 contract year, \$8241 in the 2019-2020 school year, \$8323 in the 2020-2021 school year, and \$8406 in the 2021-2022 school year.
 - Stipends for work during the regular season will be paid to employees in accordance with the stipend schedule in Appendix A.
 - Stipends for work during the postseason will be paid to employees in accordance with the stipend schedule in Appendix B.
 - Retention Stipends will be paid to employees in accordance with the stipend schedule in Appendix C.
 - Stipends for Summer Activities will be paid to employees in accordance with the stipend schedule in Appendix D.
6. A separate hourly rate, identified on the stipend schedule will be used for district required meetings that are outside the normal coaching schedule. For example, a Title IX meeting called by the District would be compensable, whereas a meeting called by the school Athletic Director to discuss the sport and schedule would not be paid separately.
7. Appendix B identifies method of determining the number of coaches per program, including post season assignments.
8. Estimation Process for Stipends: BCA and the District utilize an estimated time worked process to set maximum hours that can be worked to determine seasonal stipends. The parties agree to review this document as part of the collective bargaining process. BCA and the District have access to this document.

Section 8.2 Professional Membership and Coaching Clinic Fees

The District will set up for all coaches a membership in the Washington State Coaches Association prior to the first day of the fall season. Coaches need to individually register on the Washington State Coaches Association website and the District will pay for the membership. Any additional hires during the school year will receive a membership utilizing this same process. The District is also committed to ongoing professional development for all Bellevue School District coaches. The District utilizes \$100 per coach to budget for yearly professional development for coaches. Professional development money is pooled, not dedicated per coach.

The District will reimburse coaches who, as part of their initial hiring process, take a First Aid/CPR course. It is the District's position that coaches who are continuing in their position should access the First Aid/CPR courses taught by District personnel to complete this continuing education requirement.

Section 8.3 Pay Warrants

Payroll warrants shall be issued to the employee on the last working day of each month except:

- December warrants will be issued on the first working day in January (NOTE: Effective December 2019 moving forward, December pay warrants will be issued in December), and
- In no case will the District be required to issue payroll warrants prior to the date scheduled for the payment of state apportionment.
- However, in no case shall employees be issued the preceding month's payroll warrant later than the first working day of a month.

Section 8.4 Substitute Coaches

As needs arise, the District may choose to temporarily provide support to an athletic program using a substitute coach. Selection of a substitute coach resides with the building athletic director or District Athletics and Activities Director. Any coach covered under this CBA is eligible for selection as a substitute coach. Hours worked will be compensated at the bargained activity rate of pay.

ARTICLE 9 – ENTIRE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement, each had to the unlimited right and opportunity to make demands and proposals about any matter deemed a proper subject of collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, the Association unqualifiedly and specifically waives the right, and agrees that the District shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge of the parties at the time of execution hereof. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.

ARTICLE 10- CONDITIONS OF THE AGREEMENT

Section 10.1 Severability

If any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Section 10.2 Duration

This 2018-2021 Agreement shall be effective from August 1, 2018 – July 31, 2021. This beginning effective date applies to all provisions of this Agreement except where the express terms of a specific provision of this Agreement provide otherwise.

Section 10.3 Signatures

The parties hereto have executed this Agreement this ____ day of _____, 2018.

FOR BELLEVUE SCHOOL DISTRICT	FOR THE BELLEVUE COACHES ASSOCIATION
<p style="text-align: center;">Jeff Thomas Assistant Superintendent of Human Resources</p>	<p style="text-align: center;">Pat Jones President, Bellevue Coaches Association</p>

Appendix A (1)

ATHLETIC STIPEND SCHEDULE 2018-2019: BELLEVUE SCHOOL DISTRICT								
Rate to be used for unscheduled activity / Activity Pay \$21.83				Step 1	Step 2	Step 3	Regular season weeks are determined by the WIAA and the leagues involved. See Footnote #3.	
# of Authorized	WIAA Sports POSITION DESCRIPTION			1-2 YEARS	3-5 YEARS	6+ YEARS	# Weeks/ Reg Season	# Days/ Reg Season 6
1	BASEBALL,	HEAD	BOYS	\$5,222	\$5,874	\$6,527	10	60
2		ASST	BOYS	\$4,438	\$4,993	\$5,548	10	60
1	BASKETBALL,	HEAD	BOYS	\$5,874	\$6,609	\$7,343	12	72
2		ASST	BOYS	\$4,994	\$5,618	\$6,242	12	72
1		HEAD	GIRLS	\$5,874	\$6,609	\$7,343	12	72
2		ASST	GIRLS	\$4,994	\$5,618	\$6,242	12	72
1	CHEER	HEAD	GIRLS	\$9,138	\$10,281	\$11,423	43	258
3		ASST	GIRLS	\$7,768	\$8,739	\$9,710	43	258
1	CROSS COUNTRY	HEAD	BOYS	\$4,569	\$5,140	\$5,711	9	54
2		ASST	BOYS	\$3,883	\$4,369	\$4,854	9	54
1		HEAD	GIRLS	\$4,569	\$5,140	\$5,711	9	54
2		ASST	GIRLS	\$3,883	\$4,369	\$4,854	9	54
1	DRILL TEAM	HEAD	GIRLS	\$5,874	\$6,609	\$7,343	43	258
1		ASST	GIRLS	\$4,994	\$5,618	\$6,242	43	258
1	FOOTBALL,	HEAD	BOYS	\$6,527	\$7,343	\$8,159	11	64
6		ASST	BOYS	\$5,548	\$6,242	\$6,935	11	64
1	GOLF	HEAD	BOYS	\$4,569	\$5,140	\$5,711	11	66
0		ASST	BOYS	\$3,883	\$4,369	\$4,854	11	66
1		HEAD	GIRLS	\$4,569	\$5,140	\$5,711	10	60
0		ASST	GIRLS	\$3,883	\$4,369	\$4,854	10	60
1	GYMNASTICS,	HEAD	GIRLS	\$5,874	\$6,609	\$7,343	12	72
1		ASST	GIRLS	\$4,994	\$5,618	\$6,242	12	72
1	SOCCER,	HEAD	BOYS	\$5,222	\$5,874	\$6,527	10	60
2		ASST	BOYS	\$4,438	\$4,993	\$5,548	10	60
1		HEAD	GIRLS	\$5,222	\$5,874	\$6,527	10	60
2		ASST	GIRLS	\$4,438	\$4,993	\$5,548	10	60
1	SOFTBALL,	HEAD	GIRLS	\$5,222	\$5,874	\$6,527	10	60
2		ASST	GIRLS	\$4,438	\$4,993	\$5,548	10	60
1	SWIMMING,	HEAD	BOYS	\$4,569	\$5,140	\$5,711	11	66
1 (shared dive)		ASST (and Dive)	BOYS	\$3,883	\$4,369	\$4,854	11	66
1		HEAD	GIRLS	\$4,569	\$5,140	\$5,711	9	54
1 (shared dive)		ASST (and Dive)	GIRLS	\$3,883	\$4,369	\$4,854	9	54
1	TENNIS,	HEAD	BOYS	\$4,569	\$5,140	\$5,711	11	66
1		ASST	BOYS	\$3,883	\$4,369	\$4,854	11	66
1		HEAD	GIRLS	\$4,569	\$5,140	\$5,711	10	60
1		ASST	GIRLS	\$3,883	\$4,369	\$4,854	10	60
1	TRACK,	HEAD	BOYS	\$5,222	\$5,874	\$6,527	10	60
2		ASST	BOYS	\$4,438	\$4,993	\$5,548	10	60
1		HEAD	GIRLS	\$5,222	\$5,874	\$6,527	10	60
2		ASST	GIRLS	\$4,438	\$4,993	\$5,548	10	60

1	VOLLEYBALL,	HEAD	GIRLS	\$5,222	\$5,874	\$6,527	9	54
2		ASST	GIRLS	\$4,438	\$4,993	\$5,548	9	54
1	WRESTLING,	HEAD	BOYS	\$5,548	\$6,242	\$6,935	11	66
1		ASST	BOYS	\$4,716	\$5,306	\$5,895	11	66
NON-WIAA Sports POSITION DESCRIPTION								
1	BADMINTON,	HEAD	GIRLS	\$2,415	\$2,717	\$3,019	9	54
0		ASST	GIRLS	\$2,053	\$2,309	\$2,566	9	54
1	LACROSSE	HEAD	BOYS	\$4,569	\$5,140	\$5,711	13	78
2		ASST	BOYS	\$3,883	\$4,369	\$4,854	13	78
1	LACROSSE	HEAD	GIRLS	\$4,569	\$5,140	\$5,711	13	78
2		ASST	GIRLS	\$3,883	\$4,369	\$4,854	13	78
1	WATER POLO	HEAD	BOYS	\$4,242	\$4,773	\$5,303	13	78
1		ASST	BOYS	\$3,606	\$4,057	\$4,508	13	78
1	WATER POLO	HEAD	GIRLS	\$4,242	\$4,773	\$5,303	13	78
1		ASST	GIRLS	\$3,606	\$4,057	\$4,508	13	78

Notes

1. Coaches employed by the District in certificated positions are exempt from overtime under FLSA.
 - a. Coaches employed by the District in a different non-exempt classified position shall be entitled to overtime under FLSA *if* they work more than 40 hours in one week in both jobs combined.
 - b. Coaches not otherwise employed by the District shall be entitled to overtime under FLSA *only if* they work more than 40 hours in one week in the coaching position.
2. All overtime must be pre-authorized by the school's athletic director.
3. For the purpose of overtime, it is agreed that: a) coaching hours fluctuate from week to week; b) coaches receive their entire salary even if they work less than 40 hours in a week; and c) coaches receive at least minimum wage for overtime hours.
 - a. Example of Overtime Calculation
 - i. Coach receives a \$4,000 stipend to coach an activity for 10 weeks. Weekly salary is \$400.
 1. Coach works 30 hours and earns the \$400. Hourly rate is \$13.33 -no overtime obligation.
 2. Coach works 50 hours and earns the \$400. Hourly rate is \$8.00 per hour that week-coach gets .5 times the hourly rate for the 10 hours over 40.
 - b. In the calculation of the overtime rate, the rate of pay will be that calculated from the stipend or minimum wage -whichever is greater.
4. The weeks in the regular season will be determined based on direction from the WIAA and leagues involved.
 - a. BSD Athletic Directors will transmit this information to Payroll and Human Resources no later than August 15 of the year and a copy will be sent to the President of the Bellevue Coaches Association. Regardless of the number of weeks in the competitive season, coaches who work the entire season will receive the full amount of the negotiated stipend for their sport. Overtime will continue to be calculated on the number of weeks in the competitive season.

Appendix A (2)

ATHLETIC STIPEND SCHEDULE 2019-2020: BELLEVUE SCHOOL DISTRICT								
Rate to be used for unscheduled activity / Activity Pay				Step 1	Step 2	Step 3	Regular season weeks are determined by the WIAA and the leagues involved. See Footnote #3.	
\$22.05				80%	90%	100%	# Weeks/ Reg Season	# Days/ Reg Season 6 days/wk.
# of Authorized Positions	WIAA Sports POSITION DESCRIPTION			1-2 YEARS	3-5 YEARS	6+ YEARS		
1	BASEBALL,	HEAD	BOYS	\$5,274	\$5,933	\$6,592	10	60
2		ASST	BOYS	\$4,482	\$5,043	\$5,603	10	60
1	BASKETBALL,	HEAD	BOYS	\$5,934	\$6,675	\$7,417	12	72
2		ASST	BOYS	\$5,043	\$5,674	\$6,304	12	72
1		HEAD	GIRLS	\$5,934	\$6,675	\$7,417	12	72
2		ASST	GIRLS	\$5,043	\$5,674	\$6,304	12	72
1	CHEER	HEAD	GIRLS	\$9,230	\$10,383	\$11,537	43	258
3		ASST	GIRLS	\$7,845	\$8,825	\$9,806	43	258
1	CROSS COUNTRY	HEAD	BOYS	\$4,614	\$5,191	\$5,768	9	54
2		ASST	BOYS	\$3,922	\$4,413	\$4,903	9	54
1		HEAD	GIRLS	\$4,614	\$5,191	\$5,768	9	54
2		ASST	GIRLS	\$3,922	\$4,413	\$4,903	9	54
1	DRILL TEAM	HEAD	GIRLS	\$5,934	\$6,675	\$7,417	43	258
1		ASST	GIRLS	\$5,043	\$5,674	\$6,304	43	258
1	FOOTBALL,	HEAD	BOYS	\$6,592	\$7,417	\$8,241	11	64
6		ASST	BOYS	\$5,603	\$6,304	\$7,004	11	64
1	GOLF	HEAD	BOYS	\$4,614	\$5,191	\$5,768	11	66
0		ASST	BOYS	\$3,922	\$4,413	\$4,903	11	66
1		HEAD	GIRLS	\$4,614	\$5,191	\$5,768	10	60
0		ASST	GIRLS	\$3,922	\$4,413	\$4,903	10	60
1	GYMNASTICS,	HEAD	GIRLS	\$5,934	\$6,675	\$7,417	12	72
1		ASST	GIRLS	\$5,043	\$5,674	\$6,304	12	72
1	SOCCER,	HEAD	BOYS	\$5,274	\$5,933	\$6,592	10	60
2		ASST	BOYS	\$4,482	\$5,043	\$5,603	10	60
1		HEAD	GIRLS	\$5,274	\$5,933	\$6,592	10	60
2		ASST	GIRLS	\$4,482	\$5,043	\$5,603	10	60
1	SOFTBALL,	HEAD	GIRLS	\$5,274	\$5,933	\$6,592	10	60
2		ASST	GIRLS	\$4,482	\$5,043	\$5,603	10	60
1	SWIMMING,	HEAD	BOYS	\$4,614	\$5,191	\$5,768	11	66
1 (shared dive)		ASST (and Dive)	BOYS	\$3,922	\$4,413	\$4,903	11	66
1		HEAD	GIRLS	\$4,614	\$5,191	\$5,768	9	54
1 (shared dive)		ASST (and Dive)	GIRLS	\$3,922	\$4,413	\$4,903	9	54
1	TENNIS,	HEAD	BOYS	\$4,614	\$5,191	\$5,768	11	66
1		ASST	BOYS	\$3,922	\$4,413	\$4,903	11	66
1		HEAD	GIRLS	\$4,614	\$5,191	\$5,768	10	60
1		ASST	GIRLS	\$3,922	\$4,413	\$4,903	10	60
1	TRACK,	HEAD	BOYS	\$5,274	\$5,933	\$6,592	10	60
2		ASST	BOYS	\$4,482	\$5,043	\$5,603	10	60
1		HEAD	GIRLS	\$5,274	\$5,933	\$6,592	10	60
2		ASST	GIRLS	\$4,482	\$5,043	\$5,603	10	60

1	VOLLEYBALL,	HEAD	GIRLS	\$5,274	\$5,933	\$6,592	9	54
2		ASST	GIRLS	\$4,482	\$5,043	\$5,603	9	54
1	WRESTLING,	HEAD	BOYS	\$5,603	\$6,304	\$7,004	11	66
1		ASST	BOYS	\$4,762	\$5,358	\$5,953	11	66
NON-WIAA Sports POSITION DESCRIPTION								
1	BADMINTON,	HEAD	GIRLS	\$2,439	\$2,744	\$3,049	9	54
0		ASST	GIRLS	\$2,074	\$2,333	\$2,592	9	54
1	LACROSSE	HEAD	BOYS	\$4,614	\$5,191	\$5,768	13	78
2		ASST	BOYS	\$3,922	\$4,413	\$4,903	13	78
1	LACROSSE	HEAD	GIRLS	\$4,614	\$5,191	\$5,768	13	78
2		ASST	GIRLS	\$3,922	\$4,413	\$4,903	13	78
1	WATER POLO	HEAD	BOYS	\$4,285	\$4,820	\$5,356	13	78
1		ASST	BOYS	\$3,642	\$4,098	\$4,553	13	78
1	WATER POLO	HEAD	GIRLS	\$4,285	\$4,820	\$5,356	13	78
1		ASST	GIRLS	\$3,642	\$4,098	\$4,553	13	78

Notes

- a) Coaches employed by the District in certificated positions are exempt from overtime under FLSA.
 - (a) Coaches employed by the District in a different non-exempt classified position shall be entitled to overtime under FLSA *if* they work more than 40 hours in one week in both jobs combined.
 - (b) Coaches not otherwise employed by the District shall be entitled to overtime under FLSA *only if* they work more than 40 hours in one week in the coaching position.
- b) All overtime must be pre-authorized by the school's athletic director.
- c) For the purpose of overtime, it is agreed that: a) coaching hours fluctuate from week to week; b) coaches receive their entire salary even if they work less than 40 hours in a week; and c) coaches receive at least minimum wage for overtime hours.
 - (a) Example of Overtime Calculation
 - i. Coach receives a \$4,000 stipend to coach an activity for 10 weeks. Weekly salary is \$400.
 1. Coach works 30 hours and earns the \$400. Hourly rate is \$13.33 -no overtime obligation.
 2. Coach works 50 hours and earns the \$400. Hourly rate is \$8.00 per hour that week-coach gets .5 times the hourly rate for the 10 hours over 40.
 - (b) In the calculation of the overtime rate, the rate of pay will be that calculated from the stipend or minimum wage -whichever is greater.
- d) The weeks in the regular season will be determined based on direction from the WIAA and leagues involved.
- e) BSD Athletic Directors will transmit this information to Payroll and Human Resources no later than August 15 of the year and a copy will be sent to the President of the Bellevue Coaches Association. Regardless of the number of weeks in the competitive season, coaches who work the entire season will receive the full amount of the negotiated stipend for their sport. Overtime will continue to be calculated on the number of weeks in the competitive season.

Appendix A (3)

ATHLETIC STIPEND SCHEDULE 2020-2021: BELLEVUE SCHOOL DISTRICT								
Rate to be used for unscheduled activity / Activity Pay				Step 1	Step 2	Step 3	Regular season weeks are determined by the WIAA and the leagues involved. See Footnote #3.	
\$22.27				80%	90%	100%		
# of Authorized Positions	WIAA Sports POSITION DESCRIPTION			1-2 YEARS	3-5 YEARS	6+ YEARS	# Weeks/ Reg Season	# Days/ Reg Season 6 days/wk.
1	BASEBALL,	HEAD	BOYS	\$5,326	\$5,992	\$6,658	10	60
2		ASST	BOYS	\$4,527	\$5,093	\$5,659	10	60
1	BASKETBALL,	HEAD	BOYS	\$5,993	\$6,742	\$7,491	12	72
2		ASST	BOYS	\$5,094	\$5,730	\$6,367	12	72
1		HEAD	GIRLS	\$5,993	\$6,742	\$7,491	12	72
2		ASST	GIRLS	\$5,094	\$5,730	\$6,367	12	72
1	CHEER	HEAD	GIRLS	\$9,322	\$10,487	\$11,652	43	258
3		ASST	GIRLS	\$7,923	\$8,914	\$9,904	43	258
1	CROSS COUNTRY	HEAD	BOYS	\$4,661	\$5,243	\$5,826	9	54
2		ASST	BOYS	\$3,962	\$4,457	\$4,952	9	54
1		HEAD	GIRLS	\$4,661	\$5,243	\$5,826	9	54
2		ASST	GIRLS	\$3,962	\$4,457	\$4,952	9	54
1	DRILL TEAM	HEAD	GIRLS	\$5,993	\$6,742	\$7,491	43	258
1		ASST	GIRLS	\$5,094	\$5,730	\$6,367	43	258
1	FOOTBALL,	HEAD	BOYS	\$6,658	\$7,491	\$8,323	11	64
6		ASST	BOYS	\$5,660	\$6,368	\$7,075	11	64
1	GOLF	HEAD	BOYS	\$4,661	\$5,243	\$5,826	11	66
0		ASST	BOYS	\$3,962	\$4,457	\$4,952	11	66
1		HEAD	GIRLS	\$4,661	\$5,243	\$5,826	10	60
0		ASST	GIRLS	\$3,962	\$4,457	\$4,952	10	60
1	GYMNASTICS,	HEAD	GIRLS	\$5,993	\$6,742	\$7,491	12	72
1		ASST	GIRLS	\$5,094	\$5,730	\$6,367	12	72
1	SOCCER,	HEAD	BOYS	\$5,326	\$5,992	\$6,658	10	60
2		ASST	BOYS	\$4,527	\$5,093	\$5,659	10	60
1		HEAD	GIRLS	\$5,326	\$5,992	\$6,658	10	60
2		ASST	GIRLS	\$4,527	\$5,093	\$5,659	10	60
1	SOFTBALL,	HEAD	GIRLS	\$5,326	\$5,992	\$6,658	10	60
2		ASST	GIRLS	\$4,527	\$5,093	\$5,659	10	60
1	SWIMMING,	HEAD	BOYS	\$4,661	\$5,243	\$5,826	11	66
1 (shared)		ASST (and Dive)	BOYS	\$3,962	\$4,457	\$4,952	11	66
1		HEAD	GIRLS	\$4,661	\$5,243	\$5,826	9	54
1 (shared)		ASST (and Dive)	GIRLS	\$3,962	\$4,457	\$4,952	9	54
1	TENNIS,	HEAD	BOYS	\$4,661	\$5,243	\$5,826	11	66
1		ASST	BOYS	\$3,962	\$4,457	\$4,952	11	66
1		HEAD	GIRLS	\$4,661	\$5,243	\$5,826	10	60
1		ASST	GIRLS	\$3,962	\$4,457	\$4,952	10	60
1	TRACK,	HEAD	BOYS	\$5,326	\$5,992	\$6,658	10	60
2		ASST	BOYS	\$4,527	\$5,093	\$5,659	10	60
1		HEAD	GIRLS	\$5,326	\$5,992	\$6,658	10	60
2		ASST	GIRLS	\$4,527	\$5,093	\$5,659	10	60

1	VOLLEYBALL,	HEAD	GIRLS	\$5,326	\$5,992	\$6,658	9	54
2		ASST	GIRLS	\$4,527	\$5,093	\$5,659	9	54
1	WRESTLING,	HEAD	BOYS	\$5,660	\$6,368	\$7,075	11	66
1		ASST	BOYS	\$4,811	\$5,413	\$6,014	11	66
NON-WIAA Sports POSITION DESCRIPTION								
1	BADMINTON,	HEAD	GIRLS	\$2,464	\$2,772	\$3,080	9	54
0		ASST	GIRLS	\$2,094	\$2,356	\$2,618	9	54
1	LACROSSE	HEAD	BOYS	\$4,661	\$5,243	\$5,826	13	78
2		ASST	BOYS	\$3,962	\$4,457	\$4,952	13	78
1	LACROSSE	HEAD	GIRLS	\$4,661	\$5,243	\$5,826	13	78
2		ASST	GIRLS	\$3,962	\$4,457	\$4,952	13	78
1	WATER POLO	HEAD	BOYS	\$4,328	\$4,869	\$5,410	13	78
1		ASST	BOYS	\$3,679	\$4,139	\$4,599	13	78
1	WATER POLO	HEAD	GIRLS	\$4,328	\$4,869	\$5,410	13	78
1		ASST	GIRLS	\$3,679	\$4,139	\$4,599	13	78

Notes

- a) Coaches employed by the District in certificated positions are exempt from overtime under FLSA.
 - (a) Coaches employed by the District in a different non-exempt classified position shall be entitled to overtime under FLSA *if* they work more than 40 hours in one week in both jobs combined.
 - (b) Coaches not otherwise employed by the District shall be entitled to overtime under FLSA *only if* they work more than 40 hours in one week in the coaching position.
- b) All overtime must be pre-authorized by the school's athletic director.
- c) For the purpose of overtime, it is agreed that: a) coaching hours fluctuate from week to week; b) coaches receive their entire salary even if they work less than 40 hours in a week; and c) coaches receive at least minimum wage for overtime hours.
 - (a) Example of Overtime Calculation
 - i. Coach receives a \$4,000 stipend to coach an activity for 10 weeks. Weekly salary is \$400.
 1. Coach works 30 hours and earns the \$400. Hourly rate is \$13.33 -no overtime obligation.
 2. Coach works 50 hours and earns the \$400. Hourly rate is \$8.00 per hour that week-coach gets .5 times the hourly rate for the 10 hours over 40.
 - (b) In the calculation of the overtime rate, the rate of pay will be that calculated from the stipend or minimum wage -whichever is greater.
 - d) The weeks in the regular season will be determined based on direction from the WIAA and leagues involved.

BSD Athletic Directors will transmit this information to Payroll and Human Resources no later than August 15 of the year and a copy will be sent to the President of the Bellevue Coaches Association. Regardless of the number of weeks in the competitive season, coaches who work the entire season will receive the full amount of the negotiated stipend for their sport. Overtime will continue to be calculated on the number of weeks in the competitive season.

Appendix A (4)

ATHLETIC STIPEND SCHEDULE 2021-2022: BELLEVUE SCHOOL DISTRICT								
Rate to be used for unscheduled activity / Activity Pay				Step 1	Step 2	Step 3	Regular season weeks are determined by the WIAA and the leagues involved. See Footnote #3.	
			\$22.49	80%	90%	100%		
# of Authorized Positions	WIAA Sports POSITION DESCRIPTION			1-2 YEARS	3-5 YEARS	6+ YEARS	# Weeks/ Reg Season	# Days/ Reg Season 6 days/wk.
1	BASEBALL,	HEAD	BOYS	\$5,380	\$6,053	\$6,725	10	60
2		ASST	BOYS	\$4,573	\$5,144	\$5,716	10	60
1	BASKETBALL,	HEAD	BOYS	\$6,053	\$6,809	\$7,566	12	72
2		ASST	BOYS	\$5,145	\$5,788	\$6,431	12	72
1		HEAD	GIRLS	\$6,053	\$6,809	\$7,566	12	72
2		ASST	GIRLS	\$5,145	\$5,788	\$6,431	12	72
1	CHEER	HEAD	GIRLS	\$9,415	\$10,592	\$11,769	43	258
3		ASST	GIRLS	\$8,003	\$9,004	\$10,004	43	258
1	CROSS COUNTRY	HEAD	BOYS	\$4,707	\$5,296	\$5,884	9	54
2		ASST	BOYS	\$4,001	\$4,501	\$5,001	9	54
1		HEAD	GIRLS	\$4,707	\$5,296	\$5,884	9	54
2		ASST	GIRLS	\$4,001	\$4,501	\$5,001	9	54
1	DRILL TEAM	HEAD	GIRLS	\$6,053	\$6,809	\$7,566	43	258
1		ASST	GIRLS	\$5,145	\$5,788	\$6,431	43	258
1	FOOTBALL,	HEAD	BOYS	\$6,725	\$7,566	\$8,406	11	64
6		ASST	BOYS	\$5,716	\$6,431	\$7,145	11	64
1	GOLF	HEAD	BOYS	\$4,707	\$5,296	\$5,884	11	66
0		ASST	BOYS	\$4,001	\$4,501	\$5,001	11	66
1		HEAD	GIRLS	\$4,707	\$5,296	\$5,884	10	60
0		ASST	GIRLS	\$4,001	\$4,501	\$5,001	10	60
1	GYMNASTICS,	HEAD	GIRLS	\$6,053	\$6,809	\$7,566	12	72
1		ASST	GIRLS	\$5,145	\$5,788	\$6,431	12	72
1	SOCCER,	HEAD	BOYS	\$5,380	\$6,053	\$6,725	10	60
2		ASST	BOYS	\$4,573	\$5,144	\$5,716	10	60
1		HEAD	GIRLS	\$5,380	\$6,053	\$6,725	10	60
2		ASST	GIRLS	\$4,573	\$5,144	\$5,716	10	60
1	SOFTBALL,	HEAD	GIRLS	\$5,380	\$6,053	\$6,725	10	60
2		ASST	GIRLS	\$4,573	\$5,144	\$5,716	10	60
1	SWIMMING,	HEAD	BOYS	\$4,707	\$5,296	\$5,884	11	66
1 (shared dive)		ASST (and Dive)	BOYS	\$4,001	\$4,501	\$5,001	11	66
1		HEAD	GIRLS	\$4,707	\$5,296	\$5,884	9	54
1 (shared dive)		ASST (and Dive)	GIRLS	\$4,001	\$4,501	\$5,001	9	54
1	TENNIS,	HEAD	BOYS	\$4,707	\$5,296	\$5,884	11	66
1		ASST	BOYS	\$4,001	\$4,501	\$5,001	11	66
1		HEAD	GIRLS	\$4,707	\$5,296	\$5,884	10	60
1		ASST	GIRLS	\$4,001	\$4,501	\$5,001	10	60
1	TRACK,	HEAD	BOYS	\$5,380	\$6,053	\$6,725	10	60
2		ASST	BOYS	\$4,573	\$5,144	\$5,716	10	60
1		HEAD	GIRLS	\$5,380	\$6,053	\$6,725	10	60
2		ASST	GIRLS	\$4,573	\$5,144	\$5,716	10	60

1	VOLLEYBALL,	HEAD	GIRLS	\$5,380	\$6,053	\$6,725	9	54
2		ASST	GIRLS	\$4,573	\$5,144	\$5,716	9	54
1	WRESTLING,	HEAD	BOYS	\$5,716	\$6,431	\$7,145	11	66
1		ASST	BOYS	\$4,858	\$5,466	\$6,073	11	66
NON-WIAA Sports POSITION DESCRIPTION								
1	BADMINTON,	HEAD	GIRLS	\$2,488	\$2,799	\$3,110	9	54
0		ASST	GIRLS	\$2,115	\$2,380	\$2,644	9	54
1	LACROSSE	HEAD	BOYS	\$4,707	\$5,296	\$5,884	13	78
2		ASST	BOYS	\$4,001	\$4,501	\$5,001	13	78
1	LACROSSE	HEAD	GIRLS	\$4,707	\$5,296	\$5,884	13	78
2		ASST	GIRLS	\$4,001	\$4,501	\$5,001	13	78
1	WATER POLO	HEAD	BOYS	\$4,371	\$4,918	\$5,464	13	78
1		ASST	BOYS	\$3,715	\$4,180	\$4,644	13	78
1	WATER POLO	HEAD	GIRLS	\$4,371	\$4,918	\$5,464	13	78
1		ASST	GIRLS	\$3,715	\$4,180	\$4,644	13	78

Notes

- a) Coaches employed by the District in certificated positions are exempt from overtime under FLSA.
 - (a) Coaches employed by the District in a different non-exempt classified position shall be entitled to overtime under FLSA *if* they work more than 40 hours in one week in both jobs combined.
 - (b) Coaches not otherwise employed by the District shall be entitled to overtime under FLSA *only if* they work more than 40 hours in one week in the coaching position.
- b) All overtime must be pre-authorized by the school's athletic director.
- c) For the purpose of overtime, it is agreed that: a) coaching hours fluctuate from week to week; b) coaches receive their entire salary even if they work less than 40 hours in a week; and c) coaches receive at least minimum wage for overtime hours.
 - (a) Example of Overtime Calculation
 - i. Coach receives a \$4,000 stipend to coach an activity for 10 weeks. Weekly salary is \$400.
 1. Coach works 30 hours and earns the \$400. Hourly rate is \$13.33 -no overtime obligation.
 2. Coach works 50 hours and earns the \$400. Hourly rate is \$8.00 per hour that week-coach gets .5 times the hourly rate for the 10 hours over 40.
 - (b) In the calculation of the overtime rate, the rate of pay will be that calculated from the stipend or minimum wage -whichever is greater.
 - d) The weeks in the regular season will be determined based on direction from the WIAA and leagues involved.

BSD Athletic Directors will transmit this information to Payroll and Human Resources no later than August 15 of the year and a copy will be sent to the President of the Bellevue Coaches Association. Regardless of the number of weeks in the competitive season, coaches who work the entire season will receive the full amount of the negotiated stipend for their sport. Overtime will continue to be calculated on the number of weeks in the competitive season.

Appendix B

Programming Staffing Levels: POST SEASON PLAY AND AUTHORIZED NUMBER OF COACHES PER SPORT

Post season play refers to the performance by a team or individual in a competition requiring qualifications by a standard such as record, time or distance during the regular season. League tournaments or meets in which all schools qualify to compete are not identified as post season play eligible for additional compensation.

The total stipend for post season play is based on the coach's placement on the salary schedule and the number of weeks (or days per week if less than four) that the team or athlete remains in competition. The coach's regular stipend for the sport will be divided by the number of weeks of that sport's season to determine the weekly stipend. For any week that includes less than four team or player-eligible days per week, the weekly stipend will be divided by six to determine the daily rate.

The number of coaches for post-season play is as follows:

		HS Coaches by building (100% Stipend)		2018-2019	2019-2020	2020-2021	2021-2022
Fall Sports	CROSS CTRY	HEAD	BOYS	1	1	1	1
		ASST	BOYS	1	1	1	1
	CROSS CTRY	HEAD	GIRLS	1	1	1	1
		ASST	GIRLS	1	1	1	1
	FOOTBALL,	HEAD	BOYS	1	1	1	1
		ASST	BOYS	6	6	6	6
	GOLF	HEAD	BOYS	1	1	1	1
		ASST	BOYS	0	0	0	0
	SOCCER,	HEAD	GIRLS	1	1	1	1
		ASST	GIRLS	2	2	2	2
SWIMMING,	HEAD	GIRLS	1	1	1	1	
	ASST	GIRLS	1 (2 if divers qualify)	1 (2 if divers qualify)	1 (2 if divers qualify)	1 (2 if divers qualify)	
TENNIS,	HEAD	BOYS	1	1	1	1	
	ASST	BOYS	1	1	1	1	
VOLLEYBALL,	HEAD	GIRLS	1	1	1	1	
	ASST	GIRLS	2	2	2	2	
Winter Sports	BASKETBALL,	HEAD	BOYS	1	1	1	1
		ASST	BOYS	2	2	2	2
	BASKETBALL,	HEAD	GIRLS	1	1	1	1
		ASST	GIRLS	2	2	2	2
	GYMNASTICS,	HEAD	GIRLS	1	1	1	1
		ASST	GIRLS	1	1	1	1
SWIMMING,	HEAD	BOYS	1	1	1	1	
	ASST	BOYS	1 (2 if divers qualify)	1 (2 if divers qualify)	1 (2 if divers qualify)	1 (2 if divers qualify)	
WRESTLING	HEAD	BOYS	1	1	1	1	
	ASST	BOYS	1	1	1	1	
Spring Sports	BASEBALL,	HEAD	BOYS	1	1	1	1
		ASST	BOYS	2	2	2	2
	GOLF	HEAD	GIRLS	1	1	1	1
		ASST	GIRLS	0	0	0	0
	SOCCER,	HEAD	BOYS	1	1	1	1
		ASST	BOYS	2	2	2	2
	SOFTBALL	HEAD	GIRLS	1	1	1	1
		ASST	GIRLS	2	2	2	2
	TENNIS,	HEAD	GIRLS	1	1	1	1
		ASST	GIRLS	1	1	1	1
TRACK,	HEAD	GIRLS	1	1	1	1	
	ASST	GIRLS	2	2	2	2	
TRACK,	HEAD	BOYS	1	1	1	1	
	ASST	BOYS	2	2	2	2	

Notes

Cheer and Drill coaches will receive compensation for post season events for qualified teams, when the squad participates in the event to:

- promote sportsmanlike conduct,
- recognize outstanding plays,
- and direct cheering of student and adult fans.

Athletic Directors will communicate with Cheer and Drill coaches to determine a schedule of post season events. Cheer and Drill squads will attend during fall, winter, and spring.

For each event attended, Cheer and Drill coaches will receive three (3) additional hours of pay. Athletic Directors will submit a pay request at the end of each post season. These requests will be charged to the Athletic Department discretionary budget.

Appendix C

RETENTION STIPENDS: COMPENSATION FOR OUT OF SEASON WORK COMPLETED DURING THE WIAA SCHOOL YEAR.

Retention Stipends will be distributed in the following fashion for the 2018-2019, 2019-2020, 2020-2021 and 2021-2022 school years.

FALL					WINTER					SPRING				
Position (100% Stipend)				% of stipend	Position (100% Stipend)				% of stipend	Position (100% Stipend)				% of stipend
CROSS COUNTRY	HEAD	BOYS	Var/JV	4%	BASKETBALL,	HEAD	BOYS	Varsity	6%	BASEBALL,	HEAD	BOYS	Varsity	6%
CROSS COUNTRY	HEAD	GIRLS	Var/JV	4%	BASKETBALL,	HEAD	GIRLS	Varsity	6%	GOLF	HEAD	GIRLS	Varsity	4%
FOOTBALL,	HEAD	BOYS	Varsity	8%	GYMNASTICS,	HEAD	GIRLS	Varsity	6%	SOCCER,	HEAD	BOYS	Varsity	6%
GOLF	HEAD	BOYS	Varsity	4%	SWIMMING,	HEAD	BOYS	Var/JV	4%	SOFTBALL	HEAD	GIRLS	Varsity	6%
SOCCER,	HEAD	GIRLS	Varsity	6%	WRESTLING	HEAD	BOYS	Varsity	4%	TENNIS,	HEAD	GIRLS	Var/JV	4%
SWIMMING,	HEAD	GIRLS	Var/JV	4%						TRACK,	HEAD	GIRLS	Var/JV	6%
TENNIS,	HEAD	BOYS	Var/JV	4%						TRACK,	HEAD	BOYS	Var/JV	6%
VOLLEYBALL,	HEAD	GIRLS	Varsity	6%										

Notes:

1. Head coaches for the above listed sports will be compensated at the coach's current step level.
2. Assistant coaches for the above listed sports will be compensated at 50% of the head coach rate for their sport, at the coach's current step level.
3. Pay periods for Retention Stipends will be distributed as follows:
 - Fall Sport Coaches (50% paid in January's pay period, 50% paid in May's pay period)
 - Winter Sport Coaches (50% paid in October's pay period, 50% paid in May's pay period)
 - Spring Sport Coaches (50% paid in October's pay period, 50% paid in January's pay period)

Appendix D

SUMMER ACTIVITIES: COACHES' COMPENSATION FOR SUMMER ACTIVITIES

There are opportunities for District coaches to provide summer activities as an extension of District athletic programs. These opportunities are optional for all coaches eligible for these stipends. Appendix D compensation for coaches represents payment for work performed during summer activities that is an extension of a coach's District athletic program. While District coaches are free to work as coaches for other employers during this period, Appendix D represents compensation for District coaches for their District sponsored summer activities.

Board Policy 2151 requires that coaching stipends or gifts to a coach greater than \$500 in a season must be approved by the Board. For the purposes of this Policy and its interpretation and implementation, it is understood by BCA and its members that Board Policy 2151 is being enforced by BSD during Summer Activities (effective 8/1/18).

FALL					WINTER					SPRING				
Position (100% Stipend)				% of	Position (100% Stipend)				% of	Position (100% Stipend)				% of
CROSS COUNTRY	HEAD	BOYS	Var/JV	7%	BASKETBALL,	HEAD	BOYS	Varsity	15%	SOCCER,	HEAD	BOYS	Varsity	10%
CROSS COUNTRY	HEAD	GIRLS	Var/JV	7%	BASKETBALL,	HEAD	GIRLS	Varsity	15%	SOFTBALL	HEAD	GIRLS	Varsity	7%
FOOTBALL,	HEAD	BOYS	Varsity	20%	GYMNASTICS,	HEAD	GIRLS	Varsity	7%	TRACK,	HEAD	GIRLS	Var/JV	7%
SOCCER,	HEAD	GIRLS	Varsity	10%	WRESTLING	HEAD	BOYS	Varsity	7%	TRACK,	HEAD	BOYS	Var/JV	7%
VOLLEYBALL,	HEAD	GIRLS	Varsity	10%										

ALL SEASONS – EQUIVALENT OF 3 SEASONS

Position (100% Stipend)				% of
CHEER	HEAD	GIRLS	Var/JV	7%
DRILL	HEAD	GIRLS	Var/JV	7%

Notes:

- Appendix D does not apply to Badminton, Boy's and Girl's Lacrosse or Boy's and Girl's Water Polo. These club sports are not regulated by the WIAA and are not subject to WIAA rules and regulations.
- Appendix D does not apply to Golf, Tennis, Swim/Dive, or Baseball. Should a coach of any of these WIAA sanctioned sports wish to run summer activities, they should discuss how to implement the summer activities with their building athletic director.
- Head coaches for the above listed sports will be compensated at the coach's current step level.
- Assistant coaches for the above listed sports will be compensated at the following percentage of the head coach rate for their sport, at the coach's current step level.
 - Summer 2019: 60%
 - Summer 2020: 65%
 - Summer 2021: 75%
 - Summer 2022: 85%
- Compensation by BSD for coaching work during the Summer Activities shall be paid to employees in the following manner for summer 2019, 2020, 2021 and 2022:
 - 50% paid in the June pay period and 50% in the July pay period.
 - The step progression for summer compensation in Appendix D on the upcoming (not previous) competitive season.

Appendix E

MEMORANDUM OF UNDERSTANDING

between

BELLEVUE COACHES ASSOCIATION

and the

BELLEVUE SCHOOL DISTRICT

Clarification of WIAA Rule 20.2.2

The Bellevue Coaches Association and Bellevue School District agree to seek clarification of WIAA Rule 20.2.2, “Coaching stipends and all gifts to a coach exceeding a total of \$500 in a season must be approved by the school’s board of directors.” The key components are the definition of “in a season,” and the definition of “year-round,” and a definitive determination of summer activities either being considered in the definition of year-round or not. Said clarification shall first be through direct communication with WIAA through its recognized governing bodies and communication structures. Should this effort prove insufficient, the parties agree to jointly pursue language clarification through proposing changes in the amendment process for WIAA during the course of the 2018-2019 school year at its 2018-2019 Representative Assembly.

Impact of Clarification Efforts of WIAA Rule 20.2.2

The parties agree that should the efforts of clarification result in either party requesting a contract reopener, the parties will reopen negotiations for those specific provisions and impact.

Dated this ___ day of August 2018

FOR BELLEVUE SCHOOL DISTRICT	FOR THE BELLEVUE COACHES ASSOCIATION
<p style="text-align: center;">Jeff Thomas Assistant Superintendent of Human Resources</p>	<p style="text-align: center;">Pat Jones President, Bellevue Coaches Association</p>

Appendix F

MEMORANDUM OF UNDERSTANDING

between

BELLEVUE COACHES ASSOCIATION

and the

BELLEVUE SCHOOL DISTRICT

Study of Attraction and Retention Strategies for Coaches and other Part Time Employees

BCA and BSD commit to a review of potential benefits to support the attraction and retention of coaches and other part time employees of the Bellevue School District. It is recognized that BCA does not represent part time employees not covered by their collective bargaining agreement but in this review the intent is to provide equity with other part-time employees should there be any implementation of the recommendations.

Make-up of the Committee

The committee shall consist of an equal number of BCA and BSD representatives, with no more than six total members.

Timeline of the Committee

The committee shall begin its review no later than September 30, 2018 and make its recommendations no later than February 28, 2019.

Potential Topics of Review

The committee may review such items as student enrollment policies and procedures, voluntary benefits, the impact of the School Employees Benefit Board (SEBB) and other items the committee deems relevant for its review.

Dated this ___ day of August 2018

FOR BELLEVUE SCHOOL DISTRICT	FOR THE BELLEVUE COACHES ASSOCIATION
<p>Jeff Thomas Assistant Superintendent of Human Resources</p>	<p>Pat Jones President, Bellevue Coaches Association</p>