

COLLECTIVE BARGAINING AGREEMENT
between the
BURLINGTON-EDISON COACHES ASSOCIATION
and the
BURLINGTON-EDISON SCHOOL DISTRICT
NO. 100

Effective 9/1/2024 through 8/31/2026



BURLINGTON-EDISON
S C H O O L D I S T R I C T

TABLE OF CONTENTS

ARTICLE I: RECOGNITION OF AGREEMENT	1
Section 1.1: Recognition Statement	1
Section 1.2: Official Certification Document.....	1
Section 1.3: Ratification and Relationship to Existing Policies	1
Section 1.4: Distribution of Agreement	1
ARTICLE II: EMPLOYER RIGHTS	1
Section 2.1: District Rights.....	1
ARTICLE III ASSOCIATION RIGHTS.....	2
Section 3.1: Dues	2
Section 3.2: Notification of Employees.....	2
Section 3.3: Association Responsibilities.....	2
Section 3.4: Employee Rights, Responsibilities and Authority	3
Section 3.5: Membership Communication	3
Section 3.6: Right of Consultation	3
Section 3.7: Just Cause	3
Section 3.8: Personnel File	3
Section 3.9: Employee Protection	4
Section 3.10: Parental Complaints	4
Section 3.11: Professional Development.....	4
Section 3.12: Availability of Information	4
Section 3.13: Employee Leave.....	5
3.13.1: Leaves of Absence from Non-Coaching Positions.....	5
3.13.2: Leaves of Absence from Coaching Positions	5
ARTICLE IV: GRIEVANCE PROCEDURE.....	6
Section 4.1: Definition.....	6
Section 4.2: Grievance Steps	6
Section 4.3: General Provisions	7
ARTICLE V: COMPENSATION.....	8

Section 5.1: Placement	8
Section 5.2: Post Season.....	8
Section 5.3: Annual calculations	8
Section 5.4: Summer Coaching.....	8
ARTICLE VI: PLAYER/COACH RATIOS.....	9
Section 6.1: Middle School Coaching Ratios	9
ARTICLE VII: COACHING EVALUATION AND PROFESSIONAL GROWTH	10
Section 7.1: Applicability and Implementation	10
APPENDIX A: COACHING STIPENDS	11
ATTEST:	12

1 **ARTICLE I: RECOGNITION OF AGREEMENT**

2 **Section 1.1: Recognition Statement**

3 The Board of Directors of the Burlington-Edison School District No. 100 (District), Skagit
4 County, hereby recognizes the Burlington-Edison Coaches Association (Association) as the
5 employee organization and exclusive bargaining representative for all coaches or advisors for
6 WIAA recognized athletics and activities at Burlington-Edison School District, excluding
7 supervisors, confidential employees, and positions for which educational certification is required.

8 **Section 1.2: Official Certification Document**

9 The Association was certified as the bargaining unit, following a Public Employment Relations
10 election, on 25 September 2018, Case Number 130686-E-18.

11 **Section 1.3: Ratification and Relationship to Existing Policies**

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

15 **Section 1.4: Distribution of Agreement**

16 The District shall post this Agreement on its website.

17 **ARTICLE II: EMPLOYER RIGHTS**

18 **Section 2.1: District Rights**

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

ARTICLE III ASSOCIATION RIGHTS

Section 3.1: Dues

The Association shall have the exclusive right to have deducted from the compensation of its members the dues required for membership in the Association (including any special assessments). All dues collected will be in accordance with applicable state and federal laws.

On or before the beginning of each sports season and/or the period for which compensation is paid, the Association shall give written notice to the District of the dollar amount of individual dues and assessments which dues and assessments are to be deducted by payroll deduction during the sports season and/or period for which compensation is paid. Employees who have met the annual limit on dues shall have no further dues deducted for the remainder of the school year.

For the life of this Agreement, the District shall continue to deduct all Association dues and special assessments required as long as the employee continues as a member of the bargaining unit as defined in Section 1.1 of this Agreement and the employee has not exercised her or his right of opt-out. Dues shall be deducted from the employee's coaching stipend(s), not to exceed the annual dues limit.

For all membership dues described above, the District agrees to promptly remit directly to the treasurer of the Association all monies to be deducted, accompanied by a list of employees from whom the deduction has been made.

Section 3.2: Notification of Employees

The District shall notify the Association within thirty (30) days of the beginning of each season and/or for the period in which the stipend is paid, the names of all employees performing service within the bargaining unit. Such notice shall also include job title, District building location, or, for employees not otherwise employed by the District, home address.

Section 3.3: 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. The Association recognizes that the best possible teaching and education for students are the primary goals of the District, including in 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 3.4: Employee Rights, Responsibilities and Authority

Discipline of students participating in activities shall be consistent with building, District and/or WIAA rules and their supervisors' directives relating thereto.

Each employee shall be entitled to appropriate assistance and support from District administrators in connection with discipline problems relating to students, consistent with District and building discipline processes.

Transportation of students shall be consistent with District policies and procedures.

Employees are deemed professional and shall have the right to determine team selection, athletes to play and amount of playing time per athlete, consistent with District-prescribed processes as they may be established or modified.

Section 3.5: Membership Communication

The Association shall have the right to utilize a portion of the bulletin board in each faculty lounge of each school or work location in the District or place of reasonable access to employees in the event faculty lounges are not in existence in a given school or work location. Bulletins posted by the Association are the responsibility of the Association. The Association shall have the right to utilize employee mailboxes for membership communication.

The Association shall have the right to utilize District facilities to conduct meetings and hold conferences when such facilities are not in use for other purposes, consistent with the District's facility use policies and fee schedules.

Section 3.6: Right of Consultation

The Superintendent and/or designee shall meet with Association representatives at mutually agreed times to discuss matters of concern to either party.

Section 3.7: Just Cause

Assignments under this agreement are for no greater than one year. No employee shall be disciplined (defined as written warning and written reprimand) without just cause.

Any complaint not called to the attention of the employee may not be used as the basis for disciplinary action.

Section 3.8: Personnel File

One permanent personnel folder shall be maintained for each employee of the bargaining unit. Supervisors' working files may be maintained separately. The District shall not be required to maintain a separate personnel file for members of the bargaining unit who are employed elsewhere in the District. Employees, upon request, shall have the right to inspect all contents of

1 their complete personnel file kept within the District. The employee may be accompanied by
2 another person of the employee's choosing to review the personnel file.

3 The employee shall be given a copy of all material related to disciplinary action or a negative
4 performance review prior to adding such material to the personnel file. The employee shall have
5 the right to attach a written statement or rebuttal to all such material within ten (10) days of
6 receiving a copy.

7 **Section 3.9: Employee Protection**

8 The District will defend an employee in a civil suit consistent with the limitations of its insurance
9 coverage and the requirements of Washington law.

10 The District shall provide approved first aid/injury prevention kits for use at all District facilities
11 and where District-sanctioned athletic activities are being conducted away from the home
12 facility. Employees have responsibility for reasonable use, upkeep and safekeeping of kits.

13 Employees are covered by Industrial Insurance subject to the rules and regulations of the
14 Industrial Insurance Act. In the event an employee sustains an on-the-job injury, the employee
15 shall immediately notify her/his supervisor and shall submit a B-E Employee's Report of
16 Injury/Illness to their supervisor or Human Resources.

17 **Section 3.10: Parental Complaints**

18 The District shall promptly notify the employee if a formal complaint from a parent is received.
19 A formal complaint shall be any complaint where a parent requests a meeting with the athletic
20 director, or other supervisor. If there is a formal complaint requesting a meeting, the supervisor
21 shall give the coach the opportunity to participate in this meeting. This section shall not control
22 complaints of particularly serious nature (e.g., complaints alleging crimes, sexual harassment, or
23 misconduct involving funds.)

24 **Section 3.11: Professional Development**

25 Both the District and the Association strongly encourage all coaches to participate in professional
26 development to stay current on rules and regulations and enhance knowledge of the sport and
27 working with student athletes. At the beginning of each school year the District shall pay
28 membership dues for each coach who has received a coaching contract for membership into the
29 Washington State Coaches Association. This process shall be coordinated by and through the
30 Athletic Office.

31 **Section 3.12: Availability of Information**

32 The District shall provide the Association, upon its request, copies of financial statements, copies
33 of certain documents and other relevant information produced in the regular course of business
34 together with information which may be necessary for the Association to process any grievance.

1 **Section 3.13: Employee Leave**

2 **3.13.1: Leaves of Absence from Non-Coaching Positions**

3 Leaves of absence granted from non-coaching District positions shall be considered separate
4 from coaching assignments within the District. Medical clearance may be required in certain
5 circumstances as provided under regular District policies and procedures.

6 **3.13.2: Leaves of Absence from Coaching Positions**

7 After seven (7) continuous years of service in the same coaching position, a coach may request a
8 one-year leave of absence from a coaching position. The Director of Human Resources will
9 consult with the Athletic Director and/or Building Principal when considering such a request, and
10 requests will be considered on a case-by-case basis. Requests that are granted will reserve the
11 rights of the coach to return to that position the following year. The position will be filled during
12 the leave as an "interim" position.

13 Leaves of absences based on medical, maternity, military commitments or educational pursuits
14 are acceptable reasons for leave consideration. All other reasons shall be reviewed with the
15 Director of Human Resources and shall be treated as confidential, as appropriate.

16 Authorization for a one year leave of absence must be reviewed and authorized by the Director
17 of Human Resources. The Director of Human Resource's decision shall be final.

ARTICLE IV: GRIEVANCE PROCEDURE

Section 4.1: 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 4.2: Grievance Steps

Step 1: Employees shall first discuss the grievance with the athletic director. All grievances not brought to the athletic director in accordance with the preceding sentence within twenty (20) days of the occurrence of the event giving rise to the grievance shall be invalid and subject to no further processing.

Step 2: If the grievance is not resolved to the employee's satisfaction in accordance with Step 1, the employee shall reduce to writing a statement of the grievance containing the following:

The facts on which the grievance is based; and b. a reference to the provision(s) of this Agreement which have allegedly been violated; and c. the remedy sought.

The employee shall submit this written statement of grievance within ten (10) days of the informal Step 1 meeting to the building principal. Within five (5) days of the receipt of the grievance, the building principal shall respond to the grievance in writing and submit such response to the grievant.

Step 3: If no settlement has been reached at the Step 2 level, the written statement of grievance shall be submitted within ten (10) days of receipt of the Step 2 response to the Superintendent/designee. Within five (5) days of receipt of the grievance, the Superintendent/designee shall respond to the grievance in writing and submit such response to the grievant.

Step 4: If no settlement has been reached within ten (10) days of receipt of the written disposition of the grievance from Step 3, the Association may submit the grievance for final and binding arbitration. An arbitrator will be selected from a list of arbitrators acquired from the Washington State Public Employment Relations Commission or as otherwise agreed to by the parties.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision and shall confine his/her decision solely to the alleged violation of this Agreement as set forth in this grievance procedure. Any "make whole" remedies will be limited to the term(s) of the Agreement under which the grievance was filed.

The arbitrator shall have no authority to rule on non-renewals or the substance of evaluations.

1 The decision of the arbitrator shall be final and binding upon the aggrieved employee,
2 Association, and the District.

3 The costs of the arbitrator shall be borne equally by the parties. Each party shall bear its own
4 costs, including any attorney fees, as a party to arbitration.

5 **Section 4.3: General Provisions**

6 Any employee at any time may present his/her grievance to the District and have such grievance
7 adjusted without the intervention of the Association, if the adjustment is not inconsistent with the
8 terms of this Agreement, and if the Association has been given reasonable opportunity to be
9 present at any hearing called for the resolution of the grievance.

10 The failure of an aggrieved employee, or the Association, where applicable, to meet the
11 stipulated time limits set forth in Section 5.2 shall cause the grievance to be deemed waived. If
12 the stipulated time limits are not met by the District, then the aggrieved employee, or the
13 Association, where applicable, shall have the right to submit the grievance to the next level of the
14 procedure. The time limits set forth in this Article may be extended by mutual written agreement.

15 All individuals who might possibly contribute to the acceptable adjustment of a grievance are
16 urged to provide any relevant information they may have to the grievant and/or District
17 administration, with full assurance that no reprisal will follow by reason of their involvement in
18 the grievance.

19 All documents/communications/records dealing with the processing of the grievance shall be
20 filed separately from the grievant's personnel file, provided that the final adjustment of the
21 grievance shall be retained as a matter of record in the grievant's personnel file.

ARTICLE V: COMPENSATION

Section 5.1: Placement

All documented WIAA and paid equivalent experience will be used to place employees in the salary cell commensurate with their experience.

Section 5.2: Post Season

For every week, or part of a week, that a team qualifies for elimination-round contests, including championship week and excluding non “win-or-go-home” contests, the head coach shall receive a stipend of \$300. Assistant coaches shall receive a stipend of \$210 for each qualifying week or part of week. The District Athletic Director will inform the District of post-season participation.

Section 5.3: Annual calculations

For the 2024-2025 school year, coaching stipends will be paid according to Appendix A. For the 2025-2026 school year, the District and Association will meet to discuss potential adjustments to the stipends on Appendix A.

Section 5.4: Summer Coaching

Continuing high school coaches may elect to be eligible to participate in a potential summer program for his or her respective sport. Any such election must be made by the high school coach at the time he or she signs their individual supplemental contract for the upcoming school year/season. In order for such a summer program to actually be conducted, the head coach for the high school varsity team of such sport must elect to participate in and conduct said summer program. If the head coach for the high school varsity team does not affirmatively elect to participate in and conduct a summer program for said sport, then no such summer program shall take place, regardless of the elections made by any high school assistant coaches for said sport.

A summer program authorized under this section must consist of at least 20 sessions, each of which must occur on a different day and be at least 2 hours in duration and must comply with all applicable WIAA rules and/or regulations.

If the head coach for the high school varsity team of a sport elects to participate in and/or conduct a summer program for said sport, and submits a proposal relating thereto that conforms with the requirements of this section, then that sport will be provided a stipend of \$1,600 to be distributed among and between all coaches (i.e., head coach and eligible assistant coaches) participating in the summer program in a manner and to the extent determined by the head coach.

Promptly after signing his or her individual supplemental contract for the upcoming school year/season, high school varsity head coaches shall submit a proposal to the high school athletic director regarding the summer program. This proposal shall, at a minimum, specify dates, times, and locations of when activities would occur, describe the nature of the activities that would take

place on each such date, and specify the portion of the \$1,600 summer program stipend that the head coach has allocated to each participating coach. Within five business days of receiving a summer program proposal the athletic director will either provide the head coach with feedback regarding the proposal or notify the head coach that additional time necessary to review the proposal and provide the head coach with an estimated date for when feedback regarding the proposal will be provided. If a scheduling conflict exists between the various summer program proposals submitted by high school varsity head coaches, the District shall have the right to take appropriate action necessary to resolve said conflict.

ARTICLE VI: PLAYER/COACH RATIOS

Section 6.1: Middle School Coaching Ratios

Middle school athletic programs shall have the following athlete to coach ratios:

Sport	Baseline	2nd Coach	3rd Coach
Volleyball	1 coach for every 12 athletes	13-24 athletes	25-36 athletes
Basketball	1 coach for every 12 athletes	13-24 athletes	25-36 athletes
Wrestling	1 coach for every 15 athletes	16-30 athletes	31-45 athletes
Cross Country	1 coach for every 15 athletes	16-30 athletes	31-45 athletes
Soccer	1 coach for every 15 athletes	16-30 athletes	31-45 athletes
Track	1 coach per 24 athletes	25-48 athletes	49-72 athletes

The ratios above these will automatically trigger an assistant coach. The coach will notify the athletic director and when they confirm that the ratio has been reached, the athletic director will make the request of the Human Resources department to post the position.

ARTICLE VII: COACHING EVALUATION AND PROFESSIONAL GROWTH

Section 7.1: Applicability and Implementation

Before a formal evaluation process may be implemented, the District and Association will meet to discuss the evaluation criteria in advance. Once implemented, the District may not change the evaluation process or evaluation documents without seeking input from the B-ECA.

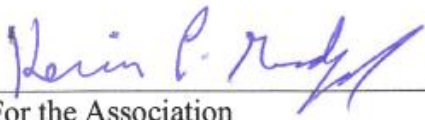
APPENDIX A: COACHING STIPENDS

Burlington-Edison School District Appendix A
2024-2027

Tier	Sport	0-3 Years	4-6 Years	7-9 Years	10+ Years
I	Football Head	\$7,707	\$8,093	\$8,578	\$9,179
	Assistant	\$5,395	\$5,665	\$6,005	\$6,425
II	Basketball Head	\$7,478	\$7,852	\$8,323	\$8,905
	Assistant	\$5,234	\$5,496	\$5,826	\$6,234
	Wrestling Head	\$7,478	\$7,852	\$8,323	\$8,905
	Assistant	\$5,234	\$5,496	\$5,826	\$6,234
III	Volleyball Head	\$6,854	\$7,197	\$7,629	\$8,163
	Assistant	\$4,798	\$5,038	\$5,340	\$5,714
	Baseball Head	\$6,854	\$7,197	\$7,629	\$8,163
	Assistant	\$4,798	\$5,038	\$5,340	\$5,714
	Fastpitch Head	\$6,854	\$7,197	\$7,629	\$8,163
	Assistant	\$4,798	\$5,038	\$5,340	\$5,714
	Track Head	\$6,854	\$7,197	\$7,629	\$8,163
	Assistant	\$4,798	\$5,038	\$5,340	\$5,714
	Soccer Head	\$6,854	\$7,197	\$7,629	\$8,163
	Assistant	\$4,798	\$5,038	\$5,340	\$5,714
IV	Cheer Head	\$6,711	\$7,046	\$7,469	\$7,992
	Assistant	\$4,698	\$4,932	\$5,228	\$5,594
	Dance Head	\$6,711	\$7,046	\$7,469	\$7,992
	Assistant	\$4,698	\$4,932	\$5,228	\$5,594
V	Cross Country Head	\$5,948	\$6,246	\$6,620	\$7,084
	Assistant	\$4,164	\$4,372	\$4,634	\$4,959
	Tennis Head	\$5,948	\$6,246	\$6,620	\$7,084
	Assistant	\$4,164	\$4,372	\$4,634	\$4,959
	Golf Head	\$5,948	\$6,246	\$6,620	\$7,084
	Assistant	\$4,164	\$4,372	\$4,634	\$4,959
	Bowling Head	\$5,948	\$6,246	\$6,620	\$7,084
	Assistant	\$4,164	\$4,372	\$4,634	\$4,959
	Swim Head	\$5,948	\$6,246	\$6,620	\$7,084
	Assistant	\$4,164	\$4,372	\$4,634	\$4,959
VI	eSports	\$4,148	\$4,355	\$4,617	\$4,940
	Assistant	\$2,904	\$3,049	\$3,232	\$3,458
Unified	Unified Coach	\$1,094	\$1,094	\$1,094	\$1,094
Grade School	District Basketball Head	\$3,173	\$3,300	\$3,431	\$3,569
	Assistant	\$2,221	\$2,310	\$2,402	\$2,498
	District Track Head	\$3,173	\$3,300	\$3,431	\$3,569
	Assistant	\$2,221	\$2,310	\$2,402	\$2,498
	District Cross Country Head	\$3,173	\$3,300	\$3,431	\$3,569
	Assistant	\$2,221	\$2,310	\$2,402	\$2,498
	District Volleyball Head	\$3,173	\$3,300	\$3,431	\$3,569
	Assistant	\$2,221	\$2,310	\$2,402	\$2,498
	District Wrestling Head	\$3,173	\$3,300	\$3,431	\$3,569
	Assistant	\$2,221	\$2,310	\$2,402	\$2,498
	Basketball Head	\$2,380	\$2,475	\$2,573	\$2,676
	Assistant	\$1,666	\$1,732	\$1,801	\$1,873
	Soccer Head	\$2,380	\$2,475	\$2,573	\$2,676
	Assistant	\$1,666	\$1,732	\$1,801	\$1,873
	Volleyball Head	\$2,380	\$2,475	\$2,573	\$2,676
	Assistant	\$1,666	\$1,732	\$1,801	\$1,873
<i>*Assistant Coaches and C Team Coaches are paid at 70% of Head Coaches</i> <i>*Grade School Head Coaches are paid at 75% of District Head Coaches</i> <i>*Grade School Assistant Coaches are paid at 70% of Grade School Head Coaches</i> <i>*Unified Coach stipend is per sport</i>					

1
2

ATTEST:



For the Association



For the Board

3

Date 9/25/24

Date 9/25/24