

"COLLECTIVE BARGAINING AGREEMENT"
BETWEEN
DIERINGER SCHOOL DISTRICT NO. 343
AND
DIERINGER ASSN. OF CO-CURRICULAR EMPLOYEES
2015-2018

1. Parties and Recognition

ARTICLE I - Recognition

The Board of Directors of the Dieringer School District (hereinafter referred to as the "District") recognizes Dieringer Association of Co-Curricular Employees (hereinafter referred to as "DACE") as the exclusive and official organization to represent all extracurricular employees in positions which do not require an educational certificate for the purpose of negotiating in good faith in respect to wages, hours, terms and conditions of employment. All members affiliated with the Washington Education Association have the right to vote on said contract.

Coaches and Advisors Duties

- A. Attend pre and post league meetings attend all meetings as designated by grade level that are called by the league.
- B. Inventory all equipment and uniforms
- C. Order new equipment and supplies for their sport
- D. Monitor eligibility status of athletes
- E. Monitor condition of facility prior to and during the season communicating problems or concerns to Principal
- F. Articulate with high school sports program to ensure smooth transition for North Tapps' student athletes
- G. Meet all WIAA coaching standard requirements
- H. Meet all district and building coaching/advising requirements
- I. Adhere to all league rules
- J. Inform participants of rules and guidelines for that activity
- K. Require a doctor's note for a returning participant when a doctor's note was given to the coach to inform that the player was unable to participate
- L. Attend all coaches/advisors meetings as called by the principal/athletic director
- M. Physically supervise players at all times. Particular attention is needed on away games
- N. Take responsibility for participants until they are either excused to ride the activity bus or are picked up by parents following practices or games
- O. Keep practice plans on file for a period of five years
- P. Gain ASB approval prior to purchasing anything

Special Note: Regardless of the number of participants each sport will be limited to one "C" team. Should the district switch league membership, this may impact how teams are configured and may require contract review.

There will be no more than two (2) sixth grade basketball teams per gender.

Coaches/advisors will never take a cut in pay as a result of a new bargaining implementation.

2. **Hiring of personnel**

Coaches/advisors should be hired based on their level of competency and experience. If two or more people apply for a position, an interview is mandatory. If the position is not one of a head coach, the head coach of the particular sport should have significant input as to whom is hired.

If the principal and/or varsity coach are in question as to whom best fills the position, then the principal will use the following priority format to assist in making the final decision.

- Priority - 1: Competent/Experienced Employee in the immediate building
- “ - 2: Competent/Experienced Employee in the district
- “ - 3: Competent/Experienced Adults living in or associated with the Dieringer School District

If it becomes necessary to hire an additional coach, a previously interviewed applicant for that sport/activity during that same season may be hired without additional interview.

Coaches who intend to resign must do so in writing three calendar weeks prior to the start of their season. The district shall provide coaches for teams no later than two calendar weeks prior to the start of the season. If not the district shall:

- A. Provide an interim coach, to be paid out of the permanent coach's salary on a day by day basis. To arrive at a daily pay rate the principal will divide the week days of the season into the salary of that position.
- B. Give a coach in that sport the option to coach a second team providing the practices are held at two different times.
- C. Cancel the team for that particular season.

A coach or activity advisor, who is also a regular district employee, may request a leave of absence from a stipend position for up to one year. The individual on leave may come back to the same position after the leave; experience will be recognized at the level obtained prior to the leave.

3. **Procedures for Monitoring DACE Employees**

The following procedures are up to the discretion of the principal:

- A. Prior to performing their annual duties (based on their contract) co-curricular employees will meet with the principal. At this meeting, objectives may be discussed.
- B. No coach/advisor should be fired unless unethical issues play into the situation. Examples would be indecent liberties with a student or arrest for illegal substances.
- C. If a coach/advisor does not meet the responsibilities deemed necessary by the principal within a time frame acceptable to both the employee and the principal (not to exceed the 1 year contract period), the contract will not be renewed and the position will be reposted.
- D. After the conclusion of the season, the principal may choose to meet with any DACE employee to review the employee's performance.

4. **Procedures of Formal Grievances for the Dieringer School District**

General Conditions

- A. The grievance procedure shall not apply to the non-renewal of a co- curricular assignment or the substance of evaluations.
- B. If the principal fails to respond to a formal grievance in writing within 30 calendar days of receiving it, the grievant may appeal to the next step of the proceedings.
- C. The grievant has 30 calendar days to grieve in writing what he/she feels to be an infringement of their rights under this contract.
- D. Time limits may be extended by mutual agreement in writing.
- E. Anyone filing a grievance can elect to be represented by any other member(s) of this Association during any and all steps of the grievance proceedings.

Confidentiality

All documents, communications, and/or records of dealings of a grievance shall not be placed into the grievant's personal file. All matters pertaining to a specific grievance are deemed confidential and will not be disclosed to anyone not involved in the specific grievance.

Settlement

At any time during the grievance proceedings, a settlement is satisfactory to the grievant; it will be final and binding as long as it is in accordance with this bargaining agreement. The grievant must notify the principal and or the administration in writing. It will not be subject to further review.

Freedom from Reprisal

There shall be no reprisals to any parties involved in a grievance proceeding. No grievance will be used as a reason for discipline against the grieving employee and shall not be used in any consideration for promotion or job placement.

The Grievance Process

A. Level One

The grievant submits the following information in writing to the principal:

- 1. Approximate date the violation occurred.
- 2. Clause or clauses of contract allegedly violated.
- 3. Nature of grievance.
- 4. Event(s) giving rise to the grievance.
- 5. The action or remedy requested.
- 6. All grievances shall be signed by another member of this association as a witness.

The principal shall meet with the grievant within 7 calendar days in an effort to resolve the grievance. The principal shall deliver a written decision to the grievant within 30 calendar days of the original date of the grievance.

B. Level Two

If the grievant is not satisfied with the decision at Level One, the grievant shall deliver a written notice of appeal to the superintendent. The appeal shall be responded to in writing by the superintendent within 12 calendar days of the date it was received. In the response shall be a date the grievant may present an appeal to the board (not to exceed 30

calendar days). The grievant will receive a response in writing from the Superintendent within 12 calendar days of the appeal. This response will be final and binding as long as it is in accordance with this agreement.

6. **Pay**

Coaches/advisors will never take a cut in pay as a result of a new bargaining agreement implementation. If a stipend is shared, the stipend will be divided; the experience factor will be prorated. The following pay format shall be followed:

Elementary School Level

*DHES	**	***
* TBD		\$2,029
*Cougar Chat	\$1,465	\$1,822
*Computer Club	\$2,126	\$2,645
*Early Childhood	\$796	\$990
*Student Council	\$2,526	\$3,142
*Variety Show	\$239	\$297

*Advisors currently performing these activities are grandfathered into the old experience pay schedule.

DHES	**	*
**A: Art in Literature Club (Approx. 21.25 hrs)	\$850	\$1,057
**B: Art in Literature Club (Approx. 18.75 hrs)	\$750	\$933
**C: Empowerment Club (Approx. 15 hrs)	\$600	\$746
**D: Mileage Club (Approx. 8 hrs)	\$325	\$404
**E: Mileage Club (Approx. 8 hrs)	\$325	\$404
**F: Jump Rope Club (Approx. 15 hrs)	\$600	\$746

**Activities will be placed on the new experience factor scale. Placement will be based on the years of experience accumulated as of 6/2011 in those activities.

*LTES		***
*A: Activities Director	\$987	\$1,228
*B. Technology Club	\$987	\$1,228
*C. Science Club	\$987	\$1,228

*Advisors currently performing these activities are grandfathered into the old experience pay schedule.

LTES	**	*
**D. Chess Club	\$987	\$1,228
**E. Ready Set Go Club	\$987	\$1,228
**F. Ready Set Go Club	\$987	\$1,228
**G.Speed Stacking Club	\$987	\$1,228
**H: Imagine Learning Club	\$987	\$1,228
**I: Lego Club	\$987	\$1,228

**Activities will be placed on the new experience factor scale. Placement will be based on the years of experience accumulated as of 6/2011 in those activities.

Should the employee currently assigned to the above activities cease to offer that activity, the building in which the activity is based may elect to replace the activity with another of equal value.

Middle School Level

Sports		***
Coach	\$2,971	
Sixth grade basketball coaches	\$1,012	
Sixth grade volleyball coaches		\$1,259
Football		
Head	\$3,502	
Assistant	\$2,971	
Clubs		
Year Book 2@	\$2,930	
Knowledge Bowl	\$2,930	
Drama	\$2,930	
Future Scientists 2@	\$1,598	
Math	\$1,797	
Red Peppers	\$2,930	
Power Club	\$2,126	
Other		
ASB Advisor	\$4,244	
ASB Bookkeeper	\$2,663	
Volunteer Coordinator	\$2,185	
Homework Coordinator	\$1,311	
*Veterans' Day Speech	\$400	
*Graduation Speaker Preparation	\$300	

***Hourly Extra Duty Pay**

Game Management	\$20/hr.
(Preference given to qualified/experienced candidates)	
Lunch / Detention (.5 hrs./day)	\$25/hr.

*Experience Factor not applicable

Experience Factor Employees will be grandfathered on the experience factor schedule below for positions in which they currently serve as of the 2010-2011 school year. A person who has filled the same position to the satisfaction of the principal for extended periods of time will receive extra stipends based on their experience. This does not include positions paid by the hour.

0 - 1 Years	Base pay
2 - 3 “	Base pay + \$300
4 - 5 “	Base pay + \$400
6 - 7 “	Base pay + \$500
8 - 9 “	Base pay + \$600

10-12	“	Base pay + \$700
13-15	“	Base pay + \$800
16-18	“	Base pay + \$900
19+	“	Base pay + \$1,000

Experience factors for stipend positions which are shared will have the experience factor split proportionally.

If a staff member who is currently providing a stipend activity changes to another activity or sport, that person will start at fifty percent of the experience factor placement in the new assignment, i.e. 10 years experience would be placed at 5 years. Such an individual would accelerate through the experience schedule by moving up a step each year until achieving previous placement, i.e. back to 10 years experience. When a member moves from one position to another, he/she will also be placed on the percentage based stipend schedule below.

Beginning in the 2011-2012 school year, employees new to DACE or an assignment will be placed on the experience factor schedule listed below.

0 - 1 Years		Base pay
2 - 3	“	Base pay + 10.0% of Base Pay
4 - 5	“	Base pay + 13.6% of Base Pay
6 - 7	“	Base pay + 17.2% of Base Pay
8 - 9	“	Base pay + 20.8% of Base Pay
10-12	“	Base pay + 24.4% of Base Pay
13-15	“	Base pay + 28.0% of Base Pay
16-18	“	Base pay + 31.6% of Base Pay
19+	“	Base pay + 35.2% of Base Pay

Current employees who have served in a position that was not previously placed on an Experience Factor schedule will be placed on the new schedule at a level reflective of their years of experience in an activity in the Dieringer School District.

Beginning in the 2015-2016 school year, employees new to DACE or a new assignment will be placed on the “****” rate which is base pay plus 24.4% in lieu of experience factor. Employees currently on the “***” pay schedule may make a one-time choice between the “***” schedule or “****” during the 2015-2016 school year.


Stipends will be paid on a schedule based on direction by the principal; no payment will be scheduled to begin before the activity commences.

This collective bargaining agreement is approved by the parties, effective January 25, 2016 through August 31, 2018.

FOR THE DISTRICT



Board Chair



Superintendent/Board Secretary

1/25/16
Date

FOR THE ASSOCIATION



Association Representative



Association Representative



Association Representative

Association Representative

1/29/16
Date