

**MASTER
CONTRACT**

BETWEEN THE

**PROSSER
SCHOOL
DISTRICT**

AND THE

**PROSSER
COACHES
ASSOCIATION**

**Effective
Date of Signing through July 31, 2025**

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THIS AGREEMENT is made and entered into by and between the Prosser School District No. 116 Board of Directors, hereinafter called the "Board" or "District," and the Prosser Coaches Association, hereinafter called the "Association", and includes all of the following articles and provisions.

WHEREAS: The Board and the Association recognize the mutual obligation to bargain in good faith to effectuate the provisions of applicable state law, the Board and Association do hereby agree as follows:

ARTICLE I – ADMINISTRATION

SECTION 1: EXCLUSIVE RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all employees who conduct extracurricular coaching activities and perform related assignments in the District for which no certification is required excluding supervisors, confidential employees, certificated employees performing certificated duties and casual employees. The bargaining unit does not and will not include positions that require professional teacher or administrator certification.

The term "employee" when used in the agreement will refer to all employees represented by the Association in the bargaining unit, as defined.

Sole and exclusive rights are defined as the rights provided by this agreement to the Association, and such rights will not be granted to any rival or competing organization that purports to represent the same employee group/bargaining unit for purposes of representation and/or collective bargaining.

Unless the context in which words are used clearly requires otherwise, words in this agreement denoting sex will include both masculine and feminine, and words denoting number will be both singular and plural.

SECTION 2: VIABILITY OF SIGNED AGREEMENTS

This Agreement will be binding on the parties after ratification by both the bargaining unit and the Board.

SECTION 3: CONFORMITY TO LAW - SAVINGS CLAUSE

This agreement will 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 will be found contrary to law by a court of law having competent jurisdiction, such provision or application will have effect only to the extent permitted by law, and all other provisions or applications of the agreement will continue in full force and effect.

SECTION 4: STATUS OF THE AGREEMENT

This agreement will supersede any rules, regulations, policies, resolutions, or practices of the Employer contrary to or inconsistent with its terms. Existing rules, regulations, policies, resolutions, or practices of the Employer not in conflict with this agreement will remain in full force.

SECTION 5: CONTRACT COMPLIANCE

All individual employee contracts will be subject to and consistent with federal laws, Washington State laws, State Board of Education regulations..

SECTION 6: MAINTENANCE OF BENEFITS

Unless otherwise provided in this Agreement, no provision in this Agreement will be interpreted and/or applied to eliminate, reduce, or otherwise detract from current individual salaries and benefits or prevailing practices relating to wages, hours, and working conditions in effect prior to the effective date of this Agreement.

SECTION 7: MANAGEMENT RIGHTS

It is expressly recognized that all rights which are ordinarily vest in and have previously been exercised by the District, except those which are clearly and expressly relinquished herein by the District, shall continue to be vested exclusively in and exercised by the District without prior negotiation with the Association except as may be otherwise required by law. The management rights retained by the District include, but are not limited to the right to:

1. Manage and control the District, its facilities, and its operations and direct the working forces and/or employees of the District.
2. Assign and direct the work of all its employees, and the hours and starting times and scheduling of all employees, and the right to establish, modify or change any work or business or school hours or days.
3. Hire, promote, demote, assign, reassign, suspend, discharge, transfer, or non-renew employees, and to determine the size of the District's workforce and to lay off employees.
4. Relieve employees of some and/or all of their duties; determine the method, number, and kinds of personnel required.
5. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, and the means, methods, and processes of carrying on the work of the District, and to modify the same.
6. Adopt, implement, and enforce reasonable rules and regulations.
7. Determine the qualifications of employees.

8. Determine the policy affecting the selection, testing or training of employees in accordance with the law.

SECTION 8: AMENDING THIS AGREEMENT

This Agreement may be amended or modified only with the mutual consent of both parties.

ARTICLE II – UNION SECURITY AND DUES CHECK OFF

SECTION 1: SIGNED UNION DUES DEDUCTION AUTHORIZATION

For those employees who choose to join the Association, the Employer agrees to deduct once each pay period in which the employee receives compensation for bargaining unit work the appropriate union dues from the pay of the bargaining unit employees who provide written authorization to the Employer to do so. A signed payroll deduction authorization is necessary for this action. The signed payroll deduction authorization shall be submitted to the Employer's Human Resources Department. The deduction will begin in the payroll cycle after the authorization is received or as soon thereafter as administratively possible.

SECTION 2: AMOUNTS DEDUCTED

The amounts of union dues deducted shall be certified to the Employer by the Association, and the aggregate deduction shall be remitted to the Association together with an itemized statement including the employee's name, base wage and the amount of union dues deducted, after such deductions are made. If an employee terminates employment, dues will be deducted for the pay period of termination and appropriately accounted for in accordance with the dues authorization and any applicable Association bylaws. The employer shall honor the terms and conditions of each employee's authorization for payroll deduction. The employer shall continue to deduct and remit union dues and fees to the Association until such time as the Association notifies the Employer that the payroll deduction authorization for payroll deduction executed by the employee has been revoked, terminated and/or is otherwise invalid. The Employer is not a party to the authorization for payroll deduction executed by the employee. That authorization is and will be strictly and exclusively between the employee and the Association.

SECTION 3: HOLD HARMLESS

The Association will defend and hold the Employer, its employees, officers, elected officials, and agents harmless against all claims, demands, lawsuits, ordered losses, judgments, other forms of liability, including amounts of dues and fees withheld, and/or expenses associated with the Employer making a good faith effort in the implementation of this Article.

ARTICLE III - ASSOCIATION RIGHTS

SECTION 1: PROTECTION OF COLLECTIVE BARGAINING RIGHTS

It is agreed that all employees shall have and shall be protected in the exercise of rights granted by Ch. 41.56 RCW.

SECTION 2: NOTICE OF MATTERS OF CONCERN

Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

SECTION 3: RIGHT TO REPRESENTATION

Employees have the right to have Association representatives or counsel present at discussions between themselves and supervisors or other representatives of the District at meetings which may adversely affect their employment status.

SECTION 4: NON-DISCRIMINATION

Employees shall be entitled to full rights of citizenship. Neither the Employer nor the Association shall unlawfully discriminate against any employee subject to this Agreement on the basis of race, creed, sexual orientation, color, sex, religion, age, marital status, or because of physical, mental, or sensory handicap unless based on a bona fide occupational qualification provided that the prohibition against discrimination because of such handicap and/or disability shall not apply if the disability/handicap prevents an employee from properly performing the work involved in his or her position. The Board will not discriminate against any employee for membership in the Association or for participation in any efforts to enforce this Agreement.

SECTION 5: ACCESS TO INFORMATION

Upon written request, the District will provide to the Association relevant information needed by the Association to properly perform its duties in the collective bargaining process..

SECTION 6: ACCESS TO SCHOOL FACILITIES

The Association and its representatives may use District buildings for meetings and to transact Association business during non-work times, provided that this shall not interfere with or interrupt normal District operations and provided normal District facility use procedures are followed. Prior notice will be given to the District and arrangements made prior to the Associations use of District property pursuant to this section. The use of buildings, or any portion thereof, except for classrooms not in use, will require scheduling through the District Facility Coordinator with at least twenty-four (24) hours' notice, all of which hours must fall on a business day. For purposes of this Agreement the term "business day" shall mean a day on which the District's business office is open for business.

SECTION 7: BULLETIN BOARDS

The District may provide a bulletin board space in each school for the use of the Association. Materials posted by the Association are the responsibility of the officials of the Association. Each item posted on the bulletin board shall be signed by the Association official responsible for its posting. Items that the Association and/or its members desire to post on the bulletin board shall be provided by the Association to the Superintendent at least one (1) business day prior to being posting in any District building and/or facility. No posting will be permitted if it contains statements that the Superintendent, in his or her sole discretion, determines are derogatory, inflammatory, defamatory, could be disruptive to the workplace, and/or could be detrimental to the employee/employer relationship.

SECTION 8: USE OF EMPLOYEE EMAIL AND MAILBOXES

The Association may use District email and mail services and employee mailboxes for communication purposes.

ARTICLE IV – PERSONNEL

SECTION 1: INDIVIDUAL CONTRACTS

All extracurricular employment contracts are considered supplemental contracts and, when issued, are not continuing contracts within the scope of RCW 28A.405.210. The term of the extracurricular contract shall only be for the length of time specified therein. Newly hired coaches will receive his or her contract within five (5) business days from being hired and completing the necessary onboarding documents. Continuing coaches for high school sports will receive his or her contract for the upcoming school year/season by Monday of the last week of the current school year. Continuing middle school coaches will receive his or her contract by September 1st of the beginning/upcoming school year. Employees shall not be expected or required to perform any work and/or services outside of the term of his or her current individual coaching contract.

SECTION 2: PERSONNEL FILES

An employee or his or her designee will, upon request, have the right to inspect all contents of his or her complete personnel file and/or records kept within the District. The employee may have an Association representative present when reviewing his or her personnel file and/or records. The District may have a representative(s) present during this review. An employee may request a copy of his or her personnel file at the employee's own expense.

An employee has the right to request that derogatory materials be removed from the employee's file. Such a request shall be made within 2 years from the date of the circumstance(s) and/or event(s) upon which the item of derogatory material is based. Any such request is subject to approval by the Employer. For purposes of this section "derogatory materials" means letters of warning and reprimand; the term does not include evaluations. Findings related to offenses against children will remain in the file.

SECTION 3: NO STRIKE/LOCKOUT

The Association agrees that during the life of this Agreement it will not authorize, condone, sanction, or take part in any strike, walkout, or work stoppage of employees covered by this Agreement.

Personnel files are the property of the District. The District may release and/or provide access to information in an employee's personnel file, or portions thereof, to the extent required by law.

SECTION 4: NON-RENEWAL PROCEDURES

If an employee's contract is non-renewed a conference will be scheduled to inform the employee of that decision and a letter will be sent to the employee following that conference summarizing the results of the conference and reason for non-renewal within 20 business days following the banquet for the sport coached by the Employee. Nothing in this section shall modify the supplemental nature of an employee's employment with the District. Failure of the District, for whatever reason, to comply with the requirements of this section shall not give rise to any right on the part of the employee to continued employment and/or renewal of his or her supplemental contract.

SECTION 5: GRIEVANCE PROCEDURE

A. Purpose

The purpose of this grievance procedure is to provide a means for the resolution of a grievance by an employee.

B. Definition

"Grievance" is defined as a claim based upon the interpretation, meaning, or application of the terms of this Agreement.

"Grievant" is defined as an employee, group of employees, or the Association.

"Business Days" shall have the same meaning as that term is defined above in Article III, Section 6 of this Agreement.

"Appropriate Administrator" is defined as the person who generated the decision being grieved.

C. Procedure

A grievance will be processed as rapidly as possible. The number of days indicated at each step is maximum days. Time limits under unusual circumstances may only be extended by mutual consent of the parties to this Agreement. Before a grievance is filed the grievant and the appropriate administrator will make every effort to resolve the situation informally within five (5) business days of the occurrence of the event in dispute or within five (5) business days of when the grievant could reasonably have known of the event in dispute.

A request for extension of the timeline must be filed within the 5-day period. The request for extension of the timeline must be mutually agreed upon, stated in writing, and include the length of the extension.

A grievance must be filed within five (5) business days of the time either party declares an end to the problem-solving attempt.

STEP 1: The grievant fills out Appendix A and discusses it with the appropriate administrator. The administrator has five (5) business days to respond in writing. See Appendix A

STEP 2: In the event the grievant is not satisfied at Step 1 or no decision is reached by the administrator within five (5) days, the grievant has five (5) business days to submit Appendix A and the administrator's response to the Superintendent. The Superintendent will meet with the grievant at the earliest mutually agreed time to hear the reason(s) and evidence supporting the grievance. The Superintendent has ten (10) business days to render a written decision.

STEP 3: In the event the grievant is not satisfied at Step 2, the Association has five (5) business days to notify the District that the matter will be submitted to a mutually acceptable arbitrator. The costs of arbitration will be equally shared by the Association and District. The authority of the arbitrator is specifically limited to the express provisions of this Agreement. The arbitrator will have no authority to add, delete, or alter any of its terms. Selection of the arbitrator and the arbitration proceedings will be in accordance with the EXPEDITED LABOR ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION unless either party to the arbitration elects to proceed under the VOLUNTARY LABOR ARBITRATION RULES. The arbitrator's decision will be binding.

D. Miscellaneous Items

1. At any step the grievant may request Association representation.
2. There will be no reprisals of any kind against the grievant or against the Association representative for reason of participation in the grievance proceedings.
3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants. Two years after the settlement of a grievance all such documents, communications, and records relating to the grievance will be destroyed, unless a different process and/or retention schedule is required by law.
4. The meetings at Steps 1, and 2 will be held at a time and place convenient to both parties.
5. When the grievant has a choice of remedy between arbitration and a statutory procedure that may exist independent of this Agreement, only one method may be chosen to resolve the dispute. If the grievant selects arbitration, such selection waives the right to any hearing

under such statutory procedure. If the grievant selects the statutory procedure, binding arbitration under this agreement is waived

SECTION 6: SALARIES

Employees' salaries shall be in accordance with the salary schedule attached hereto as Appendix A, which is hereby incorporated herein by reference. An employee's salary shall be paid in accordance with his or her individual supplemental contract with the District.

SECTION 7: 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 as set forth in Article IV, Section 1 of this Agreement. 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.

SECTION 8: FEEDBACK REGARDING PLAYING SURFACES/AREAS

At least ten (10) business days before the start of sports and/or activity season the head coach of each respective sport/activity will be provided an opportunity to access and inspect the facilities and/or property owned by the District that will be utilized in practice and/or competition for said activity. The Association will provide any comments a head coach may have regarding the District's facilities and/or property arising from his or her inspection thereof to the Superintendent. The decision of what, if any, action should be taken in response to any such comments shall be left to the sole discretion of the District.

SECTION 9: EMPLOYEE TRAINING

The District will coordinate and facilitate all employee trainings required by law, WIAA, and/or the District, and shall pay the costs of such training.

SECTION 10: STUDENT ELIGIBILITY INFORMATION

Eligibility of students to participate in extracurricular activities is subject to the terms, conditions, and requirements of the Prosser School District Activities Code ("the Activities Code"). The District will provide coaches with information regarding the eligibility of students to participate in a given sport in accordance with the Activities Code as it exists now or as it may be subsequently amended by the District.

SECTION 11: ASSISTANT COACH VACANCIES

In the process of filling assistant coach vacancies, the Association and the head coach of the sport in which the vacancy exists will, to the extent practicable, be provided notice by the District of the dates and times of interviews of candidates for the assistant coach vacancy. The head coach of a sport may be part of the interview committee for the assistant coach vacancies in said sport and, to the extent he or she is available to do so, the head coach may participate in the interviews of candidates for said vacancy. The scheduling, timing, and/or order of interviews of candidates for any coaching vacancy is solely within the discretion of the District.

ARTICLE V – DURATION

This Agreement is made and entered into between Prosser School District No. 116 and the Prosser Coaches Association. This Agreement shall be in full force and effect beginning with the ratification by both parties and shall remain in full force and effect through July 31, 2025. During the term of this Agreement if any laws, rules, or regulations are changed in a manner that affects this Agreement, this Agreement shall be re-opened exclusively for the limited purpose of negotiations relating to the affected portions, sections, and/or provisions of this Agreement.

In witness whereof, the parties hereto set their hands and seal.

Chairperson, Board of Directors

President, Prosser Coaches Association

Dated: _____

Dated: _____

Appendix A

PROSSER GRIEVANCE PROCEDURE FORM A

COMPLAINT BY THE AGGRIEVED

Grievant _____ Date of Formal Presentation _____

Home Address of Grievant _____

Work Site _____ Coaching Position of Employee _____

Administrator _____

STATEMENT OF GRIEVANCE/Description of Event/Situation:

Contract language/provisions implicated:

Step(s) taken to informally resolve the concern (include date (s)):

ACTION REQUESTED:

Signature of Grievant

Signature of Administrator

Date Received: _____

SCHEDULE A
Extracurricular
Employees Per Season Stipend Salary Schedule

2022-23

Position	Years of Experience							
	0	1	2	3	4	5	10	15
Head Football, Boys Basketball, Girls Basketball	\$5,782	\$6,058	\$6,352	\$6,667	\$7,004	\$7,365	\$7,695	\$8,046
Head Wrestling, Baseball, Track, Softball, Tennis, Soccer, Cheerleading, Volleyball	\$5,177	\$5,410	\$5,659	\$5,926	\$6,210	\$6,516	\$6,796	\$7,093
Cross Country, Swim and Golf	\$4,844	\$5,053	\$5,278	\$5,518	\$5,774	\$6,049	\$6,301	\$6,568
Assist. Football, Boys Basketball, Girls Basketball	\$4,100	\$4,307	\$4,527	\$4,764	\$5,017	\$5,288	\$5,536	\$5,799
Assistant Wrestling, Baseball, Track, Softball, Tennis, Soccer, Volleyball, Cross Country	\$3,647	\$3,821	\$4,008	\$4,208	\$4,422	\$4,652	\$4,861	\$5,085
Middle School Head Coaches	\$2,754	\$2,889	\$3,034	\$3,253	\$3,354	\$3,531	\$3,694	\$3,966
Middle School Assistant Coaches (includes C squad)	\$2,023	\$2,124	\$2,233	\$2,451	\$2,473	\$2,606	\$2,728	\$2,856
Post Season Pay: <u>1/8th</u> of Salary for each week of post season. All high school coaches shall be eligible for post season pay.								

- IPD increase for 2023-2024
- IPD increase for 2024-2025
- Continuing coaches will receive a lump sum signing bonus for the 2023-2024 school year, the gross amount of which shall be equal to the difference between his or her contract amount for the 2022-2023 season and the amount stated in the salary schedule set forth above. This signing bonus shall be paid to an employee as part of the District's next regular payroll cycle following the employee signing a supplemental contract for the 2023-2024 school year.