COLLECTIVE BARGAINING AGREEMENT BETWEEN

PUBLIC SCHOOL EMPLOYEES OF NORTH KITSAP #920

AND

NORTH KITSAP SCHOOL DISTRICT #400
BOARD OF DIRECTORS

SEPTEMBER 1, 2026 - AUGUST 31, 2029

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PREAMBLE

This Agreement is made and entered into between North Kitsap School District Number 400 (hereinafter called "District" or "Employer") and the Public School Employees of North Kitsap, an affiliate of Public School Employees of Washington (hereinafter called "Union").

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.

2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.

3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.

5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act; to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

NO STRIKE / NO LOCKOUT

The Employer agrees not to lock-out the members of the bargaining unit for the duration of this Agreement, and the Union and the members of the bargaining unit agree that there will be no strike, work stoppage, or slowdown for the duration of this Agreement.

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.
The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Union recognizes the responsibility of representing the interests of all such employees.

Section 1.2.
Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as administrative assistant or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030.

Section 1.3.
The bargaining unit to which this Agreement is applicable is as follows: All employees performing work as classified employees in the areas of Secretaries, Paraeducators, Accountants, Licensed Practical Nurses, Campus Security, Native American Liaisons and Building Computer Technicians. Exceptions: Executive Assistant to the Superintendent/Public Records Officer (1), Human Resources Office Secretary (1), Personnel Specialist (1), Lead Personnel Specialist (1), RID ASL Interpreter (1), and, Executive Assistant to the Assistant Superintendent and Director of Business/Finance (1), a total six (6) exempt employees.

Section 1.3.1.
Substitute employees who are employed by the District for more than thirty (30) cumulative days of employment during the previous twelve (12) months and who remain available to work on the same basis shall be included in the bargaining unit. The only provisions of the Agreement applicable to bargaining unit substitutes are Sections 3.1, 3.2, 3.3, 4.2, 4.6, 4.6.1, 7.2.1, Schedule A, and all sections included in the Grievance Procedure, Article XIV. Bargaining unit substitute rates shall be ninety percent (90%) of Step 1 of Schedule A. Paraeducator substitutes who work within the District for thirty (30) cumulative school days during the previous twelve (12) months, shall be paid at the position's base cell (step 1) identified on the Appendix A.

Section 1.4. Job Descriptions.
The District and the Union shall meet every two (2) years to discuss, update, and review job descriptions within the unit before the end of that school year. The District will provide copies of new and/or substantially modified written job descriptions to the Union within thirty (30) working days for input prior to final adoption.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.
It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with applicable laws and

regulations is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted.

Section 2.2.
The right to make reasonable rules and regulations shall be considered acknowledged functions of the District in making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions. The District shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.
It is agreed that the employees in the bargaining unit defined herein shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union, including presentation of the views of the Union to the management of the District or any other governmental body, group or individual. The District shall neither encourage nor discourage membership in any employee organization.

Section 3.2.
Each employee shall have the right to bring matters of professional/work-related concern to the attention of appropriate Union representatives and/or appropriate officials of the District.

Section 3.3.
An employee has the right, upon request, to a Union representative at any investigatory interviews at which the employee is questioned regarding circumstances, which may result in discipline. Such meetings shall be delayed for up to twenty-four (24) hours to accommodate a request for the presence of a Union representative.

Section 3.4.
The District Human Resource Office shall maintain the official personnel file for each employee. This shall not prevent the District administrator from maintaining a working file, which shall be equally available to the employee. The employee may inspect both files with a representative of the District and, if the employee wishes, a Union representative. The employee may make an inventory of both files and have it signed and dated by a representative of the District, and may have copies made of any contents of the files. The District may charge employees for the cost of copies at the District public disclosure copy rate for documents contained in the employee's personnel file that have previously been provided to the employee. The employee has the right to attach comments to any materials included in both files. An employee may request document(s) be deleted from both files after two (2) years, but the District shall reserve the right to maintain any materials which may continue to be deemed relevant. Documents removed from the official

file must be removed from all working files. A copy of any material placed in the official personnel file will be provided to the employee. Grievance and/or complaint related documents submitted by an employee will be placed in grievance/investigative files. Employees may be required to sign documents placed in their personnel file to signify receipt only, which will be indicated on such documents.

Section 3.5. Evaluations.

Employees shall be evaluated at least once yearly in the performance of their work assignments.

A. Observations: Supervisor's shall observe employees in the workplace prior to issuing an evaluation. The supervising administrator's evaluation of the employee will be consistent with observation, feedback and/or interactions. Observations shall occur and feedback will be given by the supervising administrator or designee prior to Spring Break.
B. Annual Evaluations: Annual evaluations shall be presented to each employee (with a copy provided to the employee) no later than fifteen (15) days before the employee's last scheduled workday each year. Employees may request a meeting to review the evaluation with the immediate supervisor, or principal or other appropriate administrator, with a representative of the Union present. Employees may be required to sign the evaluation to signify receipt only, and such will be indicated on the evaluation form.

Section 3.5.1.

No member of the bargaining unit shall evaluate any other member of the bargaining unit and the evaluator of record shall be a District administrator/supervisor. This shall not prevent the ability to use the input of others in the evaluation. Each employee may review the evaluation form with their evaluator, upon request. Employees in signing the evaluation form are indicating receipt only. Employees may submit written comments to the evaluation. Such comments shall be attached to the file copy of the evaluation. Evaluations reflecting an unsatisfactory level of performance in one or more categories shall state reasons for the unsatisfactory rating. Supervisor's shall notify employees of known performance concerns as soon as reasonably possible.

Section 3.6.

Neither the District, nor the Union, shall unlawfully discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, sexual orientation, gender expression or identity, religion, age, national origin, veteran or military status, marital status, or disability or the use of a trained dog guide or service animal by a person with a disability.

Section 3.7.

No bargaining unit member shall assist a supervisor or administrator in an investigatory interview, disciplinary meeting, or other performance related meeting involving another bargaining unit member.

Section 3.8. Requests for Disclosure.

Public records requests for documents containing specific employees shall be handled in accordance with applicable state laws and District policies and procedures. The District will make a reasonable attempt to provide the employee five (5) business days' notice prior to disclosing documents that the District concludes are subject to disclosure. The District will notify the Union in advance of disclosure of any public records, pursuant to a public records request, that include lists of employees, employee contact information, employee schedules, employee affiliations, personnel evaluations, or employee financial information.

This section does not waive the District's immunity under RCW 42.56.060 and does not create a personal contractual claim for wrongful disclosure for failure to provide such notice.

ARTICLE IV

RIGHTS OF THE UNION

Section 4.1.
On or prior to distribution of payroll for September, each employee will receive a written pay computation memorandum stating job title, days employed, hourly rate of pay, and a projected annual rate of pay.

Section 4.2. Bargaining Unit Lists.
On or before the first business day of October, February, and June of each year during the term of this Agreement, the District shall provide the Union (membership@pseofwa.org) and the Chapter President with the most up to date information regarding each employee in the bargaining unit. Such information shall include employees full name, date of hire, cell phone number, home phone number, work number, personal email address, work email address, mailing address, employee job title, rate of pay, work site location, and hours worked, if available.

Section 4.3.
When the District creates a new job title position or substantially changes the duties of an existing position the District agrees to negotiate hourly pay rates with the Union in accordance with Chapter 41.56 RCW.

Section 4.4.
The Union has the right and responsibility to represent the interests of all employees in the bargaining unit; to present their views to the District on matters of concern, either orally or in writing; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

Section 4.5. Union Privileged Information.
It is the fiduciary duty of the Union to act on behalf of the members it represents pertaining to privileged communication regarding employment relations with the District, this includes all personnel matters, grievances, labor disputes, wages, rates of pay, hours of employment, all working conditions and collective bargaining. The Employer will follow all applicable laws relating to privileged communication.

Section 4.6. Local Union Leave.
Whenever Union representatives, grievants, or witnesses are mutually scheduled with the Administration's representatives to participate in negotiations, disciplinary meetings, or grievance hearings during work hours, said representatives shall suffer no loss of pay. The Union is to reimburse the District for the rate of pay of the substitutes, if utilized, to replace employees on Union leave.

Section 4.6.1. State Union Leave.
Members representing PSE at the state level shall notify the District no less than two (2) weeks before the day of the requested leave by email. The District representatives shall check for substitute availability and assign a substitute to cover the employee's proposed leave.

The employee shall receive confirmation of the District's ability to cover the shift no later than one (1) week prior to the proposed leave day. Failure to respond to the employee with a minimum of one (1) weeks' notice of the proposed meeting shall guarantee the employee leave for Union business. The Union is to reimburse the District the rate of pay of the substitutes, if utilized, to replace employees on Union leave.

Section 4.7. PSE Member Orientation.

An integral part of each employee's tenure with the District is an understanding of this Agreement and the role of the Union. New employee orientation (NEO), exclusive of a one-on-one meeting, will be regularly scheduled. The District will provide the Union with at least five (5) working days' notice, when practicable, before any District NEO and, within forty-eight (48) hours in advance, provide an electronic list of expected participants.

The District must provide the Union with no less than thirty (30) minutes for the purposes of presenting information about the exclusive bargaining unit to the new employees within thirty (30) working days of employment. The Union shall have the right to distribute materials for Union business. Only Union representatives designated by the Union President/designee will be permitted to participate during the Union NEO meetings.

In the event a Union NEO does not take place, or a Union representative cannot meet with the new employee or connect with a new employee, a Union representative will be permitted to visit sites and have thirty (30) minutes with the new hire for an on-site orientation during working hours to provide the thirty (30) minute presentation.

Employees that attend Union NEO meetings that occur during the District's new employee orientation or during the employee's regular working hours will receive the employee's regular wages for that time. The District will not pay an employee the employee's regular wage for attending a Union NEO meeting that occurs outside of the employee's regular working hours.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS

Section 5.1.

The District and the Union shall schedule a minimum of at least five (5) labor-management meetings each school year, unless cancelled by mutual agreement. The Union will designate up to five (5) members who will meet with the Superintendent or designee to discuss mutual concerns. Employees attending labor-management meetings or other meetings scheduled by the District will suffer no loss of regular wages, if the meeting requires them to attend on their regular school employment time, but no wage payment will be made for any time an employee would not have regularly worked. Meetings scheduled by the District requiring the use of a substitute shall be funded by the District.

Section 5.2.
Members of the Union and PSE staff shall be permitted to:

1. Transact official Union business on District property at reasonable times provided this shall not interfere with or interrupt normal school operations.
2. Use school facilities and audio-visual equipment at reasonable times when such equipment is not otherwise in use.
3. Utilize bulletin boards, at least in each school/facility, in a place of reasonable access to employees.
4. Use employee mailboxes for communication purposes.
5. Use the District's email and voice mail systems for communications, representation, and negotiation purposes according to the procedures established in District Policy. Employee and PSE staff has no expectation of privacy in their use of the District systems. All email and attachments drafted, sent, or stored on the District systems are District records and are subject to monitoring, review, and printing by District system administrators, without limitation and without notice. PSE acknowledges that such conduct is not unlawful District surveillance or interference, and it hereby waives any actual or potential claim that District monitoring, review, printing, or other access to Union communication on the District system constitutes an Unfair Labor Practice under Chapter 41.56 RCW.

Section 5.2.1.
The responsibility for the prompt removal of notices from the bulletin board space after they have served their purpose shall rest with the individual who posted such notices.

Section 5.3.
When negotiations are mutually scheduled during working hours, up to four (4) members of the Union negotiating committee shall be provided paid release time to attend negotiating sessions. Upon approval of the District more than four (4) members of the Union negotiation committee may be provided paid release time to attend negotiating sessions.

Section 5.4.
Six (6) months prior to expiration of the current Agreement the parties will meet to formulate a process to address wage disparities in the successor Agreement.

ARTICLE VI

PROBATIONARY PERIOD

Section 6.1. 90-Day Probationary Period.
New employees shall be placed on a probationary status for a period of ninety (90) working days, provided that no employee shall be on a probationary status for more than one calendar year. The immediate supervisor will, during the first days of employment, clearly define the duties and responsibilities of the position, using as a minimum, the current position description. The administrator should check-in with the probationary employee within the probationary period and discuss the probationary employee's performance. Said check-in should include feedback, and could include notification of probationary status. Any time during the probationary period, a decision will be reached as to the continued employment of the probationary employee.

Written notice of the District's decision to extend the probationary period or discharge the probationary employee will be provided to the employee and the Union by the Human Resources Office.

Section 6.2.
Employees shall enjoy all contractual rights and privileges commencing with first day of continuous employment (start date pursuant to Section 9.1), except as limited herein. Employees on probationary status may be terminated at the District's discretion without recourse to the grievance procedure and/or justifiable cause. If an employee is so terminated, all rights, duties, and obligations under this contract shall be forfeited.

Section 6.3.
An employee who voluntarily transfers to an open job assignment shall serve a sixty (60) day "trial period" in the new position. Prior to the conclusion of the trial period, the District shall administer a performance evaluation. In the event the employee receives two (2) or more unsatisfactory ratings, the District shall have the right to involuntarily transfer the employee to the position previously held.

ARTICLE VII

HOURS OF WORK

Section 7.1.
The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday.

Section 7.2.
The District shall establish work shifts with designated times of beginning and ending. Each shift shall include adequate time to perform assigned duties. Positions shall be created and/or adjusted in increments of fifteen (15) minutes. The District may schedule an employee's daily scheduled work shifts each year in increments of five (5) minutes to meet the operational needs of the building for instructional paraeducators or bus paraeducators.

Section 7.2.1.
The workday shall include paid rest periods of at least ten (10) minutes for every two (2) hours worked, to a maximum of fifteen (15) minutes for any four (4) hours worked. Employees assigned workdays in excess of five (5) hours per day shall be allowed, in addition to the above, a duty-free uninterrupted unpaid lunch period of not less than thirty (30) minutes, to be taken as near the middle of the workday as possible:

Assigned Time in Hours	Break 1 (paid)	Break 2 (paid)
Up to 1.75 hours	0	
2 hours to 3.75 hours	10 minutes	
4 hours to 5.75 hours	15 minutes	
6 hours to 7.75 hours	15 minutes	10 minutes
8.0 hours	15 minutes	15 minutes

Employees required by their supervising administrator to work through their regular lunch period will be given time to eat prior to the end of their shift. In the event the District requires an employee to forego the lunch period and the employee works their entire shift the employee shall be compensated for the foregone lunch period at the appropriate hourly rate.

Section 7.3.
Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of one (1) calendar week; provided, however, this notice may be waived by the employee. When reasonably possible the District shall provide at least thirty (30) days advanced notice of the scheduling of employees to work on a non-school day that isn't a part of the employees assigned work year.

Section 7.4.
The District shall maintain reasonably updated lists of available substitute secretaries and paraeducators who may be called in the event of absence of the regular secretary or paraeducator.

Section 7.5.
Twelve (12) month employees shall be notified in writing (no later than October 1 each year) what their working days shall be during the upcoming annual winter break.

Section 7.6. Extended School Year.
A District employee hired as an Extended School Year (ESY) special education paraeducator will be given an assignment to match the number of days of ESY. The assigned pay shall be paid in two (2) equal installments: July payroll and August payroll. Please reference Section 11.1, if applicable.

Section 7.7. Daily Minutes.
Six (6) minutes shall be embedded daily in the working day for paraeducators to process District related email. In addition to the regular workday, paraeducators will be given one (1) hour per week on Wednesday for PLC time.

Special education paraeducators will receive an additional fifteen (15) minutes per day designated to prepare for the workday, meetings, collaboration, student time, and other needs as determined by the administrator related to their daily workday tasks.

If a special education paraeducator has assigned bus duty and needs additional time in their workday to complete required data collection or other paperwork, the building administrator may allocate an additional ten (10) minutes to the employee's workday.

Section 7.8. Interpreter/Translator.
In the event an Administrator selects an employee to serve in the capacity of an interpreter/translator, such employee shall be paid in addition to the employee's regular rate of pay for all hours worked as an interpreter/translator according to Schedule A.

Employees will not be required to work outside of their regular working day. However, employees who are selected by the administrator and choose to interpret or translate outside of regular hours will be paid according to Schedule A.

Section 7.9. Paraeducator Substitute Coverage.
When special education program (i.e., ISP/Life Skills) classrooms require a paraeducator substitute, as determined by the building leader, the building leader and/or substitute coordinator will prioritize substitutes to that classroom.

ARTICLE VIII

OVERTIME AND TEMPORARY SCHEDULE ADJUSTMENT

Section 8.1.
Any employee working more than forty (40) hours per week shall be compensated for all such time at the overtime rate of one and one-half times the regular hourly rate. The employee's supervisor shall authorize all overtime. Overtime not properly authorized will not be compensated. Paid holidays shall be considered hours worked for overtime calculation purposes.

Section 8.2. Compensatory Time Off.
An employee may opt to accept compensatory time off in lieu of overtime compensation. Compensatory time may be accrued up to a maximum of two hundred forty (240) hours provided, however, that records shall be maintained and there must be a reasonable expectation that the employee will be provided an opportunity to expend the accrued time by approval of the immediate supervisor. Compensatory time in lieu of overtime as provided in Section 8.1 of the Agreement shall be accrued at the rate of one and one-half (1.5) hours for each hour worked. No employee may work overtime without the prior approval of their supervisor. Unused accrued compensatory time shall be cashed out after the conclusion of the employee's work year; provided the employee has submitted a request for payment, which is approved by a District administrator.

ARTICLE IX

SENIORITY

Section 9.1.
The seniority start date of an employee in the bargaining unit shall be established as of the date of the first day of continuous daily employment, subject to state law, unless such seniority shall be lost as hereinafter provided.

Section 9.1.1.
Tie-breaker: In cases of employees having the same seniority start date within the same general job classification the employee first offered and accepted the position, based on the time of notification to human resources, shall be designated as more senior. Should the immediately preceding sentence fail to determine the seniority ranking the matter shall be determined by the employee(s), with the greater number of accumulated North Kitsap School District regular hours of employment shall be designated as more senior. Should the immediately preceding sentence fail to determine the seniority ranking the matter shall be determined by an assessment of education, experiences and evaluation at the discretion of Human Resources Administration.

Section 9.2.
The seniority rights of an employee shall be lost for the following reasons:

A. Resignation;
B. Discharge for any reason contained in this Agreement; or
C. Retirement.

Section 9.3.
Seniority rights shall not be lost for the following reasons, without limitation:

A. Time lost by reason of industrial accident, industrial illness, or jury duty;
B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
C. Time spent on other authorized leaves of absence, not to exceed one (1) year;
D. Change in general job classification within the bargaining unit, as hereinafter provided; or
E. Layoff for reduction in force.

Section 9.4.
Seniority rights shall be effective within the general job classification. General job classifications are defined in Article I, Section 1.3 as: Secretaries, Paraeducators, Accountants, Licensed Practical Nurses, Campus Security, Native American Liaisons and Building Computer Technicians.

Section 9.5.
It is the intent of the District to fill existing vacancies as soon as possible. The District will advise the Union President of its intent to abolish or hold vacant any promotable vacant positions covered by this Agreement. The District will continue to provide opportunities that are available for qualified employees to advance themselves within the District.

Section 9.6.
Seniority in the classification, performance/reference checking, training, experience, the recommendation of the interview team(s), and test scores (as applicable), shall be criteria for filling bargaining unit positions. The order in which the criteria are listed does not imply any priority.

Section 9.7.
The employee with the earliest start date shall have preferential rights regarding filling of open job assignments, promotions, and layoffs when ability and performance are substantially equal with those individuals junior to them.

Based on the hiring criteria (Section 9.6), if the District determines that seniority rights not govern because a junior employee or non-employee possesses ability and performance substantially greater than the senior employee, the senior employee may, request that the District set forth in writing, to the employee and the Union President, its reasons why the senior employee or employees have been bypassed.

Prior to a decision to bypass a senior employee(s) the District shall discuss the rationale for the bypass with the PSE of North Kitsap Chapter President. If the Union has concerns, the parties have five (5) working days to discuss and attempt to resolve the concerns. If the concerns are not resolved within those five (5) working days, the District will move forward with the hiring process.

Section 9.7.1.
The District may not lay off senior employees before junior employees in any general job classification unless the junior employee possesses substantially greater ability and performance pursuant to Section 9.6. of the Agreement. Should a seniority bypass occur, the District must inform the Union President of the name, position and building of the bypassed employee. Senior employees, displaced as a result of a layoff, may bump the least senior employee holding a position that is substantially equivalent to the position held at the time of layoff; starting first within their building/worksite and outside their building if necessary. If a substantially equivalent position is not available the displaced employee may be placed into an open position of a greater number of daily work hours than held at the time of layoff. Employees may not bump into a higher pay range or into a staffed position of more hours of employment than that held at the time layoff occurred, except as provided in the immediately preceding sentence. Employees that are not placed in positions that are substantially equivalent following a layoff shall be placed on a re-employment list and will be rehired or offered additional hours, within their classification(s), according to seniority and qualifications when the available hours or positions are restored by the District. Names shall remain on the re-employment list for eighteen (18) months. The Union will be provided with a copy of the re-employment list upon request.

Section 9.8.
An employee who changes job classification within the bargaining unit shall retain the start date held in the previous classification.

Section 9.8.1.
In the event an open position is not filled by an employee within the general job classification and an employee is screened for an interview, the employee with the earliest start date, working in a different general job classification, shall have consideration to be hired to the new or open position when ability and performance are substantially equal with that of the junior employee or outside applicant.

Section 9.9.
The District shall publicize within the bargaining unit by posting in each school building for five (5) working days the availability of open positions as soon as possible after the District is apprised of the opening. A copy of the job posting shall be forwarded to the President of the Union.

Section 9.9.1.
Substitute positions lasting longer than sixty (60) consecutive working days shall be posted and considered regular bargaining unit positions. The District and the Union may agree to extensions of the timelines on a case-by-case basis. In the situations where a paraeducator is chosen in lieu of compensation for overload/caseload, substitute positions will not be posted.

Section 9.9.2.
When the District wishes to increase hours or fill a vacant position of two (2) hours or less, the District may:

A. Inform employees in writing of the availability of such hours only within the building, and not District-wide, and offer such hours within the general job classification within the building in order of seniority, provided the senior employee is available for such hours; or

B. Inform employees in writing of the availability of such hours only within the building, and assign the available time if the hours are a natural extension of the employee's current job; or
C. Post the vacant position following the hiring procedures as identified in Sections 9.6 and 9.8.

Section 9.9.3. Temporary Assignments.
Temporary assignments are defined as those filled with a regular or current employee on a temporary basis. Employees may request to work temporary assignments within the District. If such requests are granted, the employee shall suffer no loss of seniority in their regular classification and may return to their regular position at the completion of the temporary assignment. Any employee who works in a temporary position in a higher paid job title shall be paid at the Step I rate of the temporary position or the first rate that will provide an increase in hourly compensation. If the temporary position is on the same pay range as the employee's regular position, the employee shall be paid their regular hourly rate of pay. Any employee who voluntarily works in a temporary position in a lower paid job title shall be paid at Step 1 of the temporary position, or the appropriate step for their experience in that job title.

Section 9.10. Reduction in Force.
In the event of a reduction in force required by levy failure, program reduction, budget reduction, or lack of work, employees who lost one and a half (1.5) hours or more per day, during any eighteen (18) consecutive month period, or lose their entire position, will be on layoff status in accordance with Section 9.6. and 9.6.1. of the Agreement. The District will provide the Union with advance written notice of any reduction in hours greater than one and a half (1.5) hours per day.

In the event the District suffers a double levy failure, the District and Union will meet to bargain the hours, wages, and working conditions contained in this Agreement will immediately be subject to negotiations at the request of either party.

Section 9.11. Reduction in Hours Less than 1.5 Hours per Day.
Regarding a reduction of less than one and a half (1.5) hours per day; when employee qualifications and abilities are substantially equal, and the decision is consistent with educational, program and student needs, the District shall make every effort to reduce the hours of junior qualified employees first and avoid reducing the hours of senior employees within each classification.

Should the District reduce daily hours of a senior employee before a junior employee, the District must inform the Union President in writing of the name, position and building of the bypassed employee and provide the rational for the bypass..

Employees on layoff status shall file their address in writing with the District's Human Resources Office and shall thereafter promptly advise the District in writing of any change.

Section 9.12.
An employee shall forfeit rights to employment as provided in Section 9.9 if the employee does not comply with the requirements of Section 9.10, or if the employee does not respond to the offer of re-employment within seven (7) days after mailing of a written notice by the District to the employee, or three (3) working days after receiving oral notice, whichever event first occurs.

Section 9.13.
An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.

Section 9.14.
The District shall separate any employee without prejudice for reasons of economy or curtailment of work. Notice of probable cause for reduction in force will be made in writing to each employee deemed to be potentially affected at least thirty (30) days before effective termination date. Termination of employment by the District shall be accompanied by a statement of reasons for discharge. All employees shall be entitled to a hearing by the Superintendent upon request.

ARTICLE X

VACATIONS

Section 10.1.
Vacation benefits shall be calculated as follows:

A. Any full-time, twelve (12)-month employee shall accrue two (2) weeks or ten (10) working days of annual paid vacation and each year thereafter one (1) additional day will be added to vacation allowance until it reaches twenty-five (25) days. Consistent with management's need to complete required tasks, the employee with the earliest start date shall have preferential rights regarding vacation periods.
B. Unused vacation credit may be carried forward to a maximum of thirty (30) days.
C. If a holiday should fall within the vacation time, that day shall not apply against vacation allowance.
D. Vacation dates will be approved by the employee's supervisor.

ARTICLE XI

HOLIDAYS

Section 11.1. Holidays.
All full-time, twelve (12) month, and regular part-time employees working at least one hundred fifty (150) days per year shall receive the following paid holidays if falling during their employment period:

1. New Year's Day
2. Day before or day after New Year's Day (District's discretion)
3. Martin Luther King Day
4. Presidents' Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Veterans' Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day
13. Day before or day after Christmas Day (District's discretion)

Section 11.2. Unworked Holidays.
Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked their last scheduled shift preceding the holiday and their first shift succeeding the holiday, or on approved paid leave shall be eligible for pay for such unworked holiday.

Section 11.3.
In the event Christmas and New Year's Day should fall on a Saturday or Sunday, the preceding Friday or the following Monday, respectively, shall be paid holidays.

ARTICLE XII

MEDICAL AND DENTAL INSURANCE BENEFITS

Section 12.1.
The District shall provide benefits through the School Employees Benefit Board (SEBB) under the rules and regulations adopted by the SEBB.

Section 12.2.
New employees shall receive information on District approved insurance programs during the first month of employment.

Section 12.3. Washington Paid Family Medical Leave (PFML).
Employees eligible for Washington's Paid Family Medical Leave (PFML) (currently, having worked eight hundred twenty (820) hours in the qualifying period prior to a qualifying event) may receive benefits for qualifying events described below. The employee must apply for PFML through the state Employment Security Department (ESD) and the ESD will determine both eligibility and the amount of benefits. All provisions of this section will be implemented and administered consistent with the Provision of Title 50A RCW and corresponding Administrative Rules.

A. Generally, qualifying events include up to twelve (12) weeks of paid leave per year for:
    1. Family Leave (i.e., care and bonding after a baby's birth or the placement of a child younger than eighteen (18) years old, care for a family member experiencing an illness or medical event, and certain military-connected events)
    2. Medical Leave (i.e., care for yourself in relation to an illness or medical event)
B. Up to a total of up to eighteen (18) weeks may be available for a serious health condition during pregnancy, and up to a total of sixteen (16) weeks may be available for multiple health events in a year.
C. When the leave is foreseeable, employees shall give the District written notice at least thirty (30) calendar days in advance. When the leave is not foreseeable, employees shall inform the District as soon as practicable. The District will provide written notices of rights to employees as required by law.
D. Employees who have accrued sick leave may choose whether (a) to use sick leave; (b) not use sick leave and instead receive PFML benefits.
E. PFML may be used concurrently or consecutively with FMLA leave, at the employee's option. PFML is also in addition to pregnancy/childbirth disability leave.

F. While on PFML leave, the employee shall maintain their health benefits, as provided prior to leave, unless the employee is not entitled to or did not exercise the right to job protection within RCW 50A.35.010. The employee shall be eligible to return to their same or equivalent job that was held prior to taking PFML consistent with RCW 50A.35.010.

G. Premiums for PFML shall be paid by the District and employee in accordance with the shares identified in the statute.

ARTICLE XIII

LEAVES

Section 13.1.

Each employee shall accumulate one (1) day of sick leave for each calendar month worked (minimum of ten (10) days per year), equivalent to the hours of their normal workday. Sick leave may be accumulated.

The District shall project the number of annual days/hours of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days/hours of sick leave at the beginning of the school year. The District is authorized to recapture the cost of used, but unearned sick leave if an employee leaves employment with the District prior to the end of the employee's work year. Staff who commence employment after September shall receive a prorated amount of sick leave.

Employees who have accrued sick leave while employed by another public school district in the State of Washington or previous employment with the North Kitsap School District shall be given credit for such accrued sick leave upon employment by the District.

The District shall allow the use of accrued sick leave as required by RCW 49.12 and Labor and Industries regulations for family care. Notwithstanding the immediately preceding sentence, sick leave may be used for immediate family members or members of your household if they are dealing with a serious illness or medical necessity.

Absences in excess of five (5) consecutive working days in any one (1) year may require a doctor's certificate.

Section 13.1.1.

An employee may use any available sick leave for the purposes of caring for a seriously ill family member under conditions eligible for state or federal family and medical leave and/or district policy.

Section 13.1.2. Leave Pooling.

The District shall implement a leave sharing program pursuant to state law and regulations.

Section 13.1.3.

The District shall provide a sick leave cash-out program in accordance with RCW 28A.400.210 as now or hereafter amended.

Section 13.2. Bereavement Leave.
Bereavement leave with pay up to five (5) days will be granted for absences due to death in the family. Leave with pay up to three (3) days will be granted for absences due to death of a significant person in your life.

Such leave shall not be accumulative nor shall it be deducted from the employee's total accumulated sick leave.

Section 13.3. Disability Leave (Including Maternity Leave).
An employee requesting disability leave shall give written notice to the District, if possible, at least two (2) weeks prior to commencement of said leave. The written request for disability leave should include a statement as to the expected date of return to employment, and advance notice of the actual date of return to employment shall be given as soon as possible.

Sick leave shall be granted under Section 13.1 of this article. In the event sick leave is exhausted, then the employee shall, if requested in writing, be granted a leave of absence without pay for the period of disability, provided that such unpaid leave shall not continue beyond the duration of the current school year, unless authorized in advance pursuant to Section 13.5 of this Article.

Failure by an employee to notify the District of their intent to return to employment or failure to return to work after the end of such leave(s) shall terminate the employment relationship, provided that the District has first sent a certified letter to the employee requesting such information and no such information from the employee is received within fifteen (15) calendar days.

Upon returning from disability leave, the employee shall be employed in the same or comparable position that they occupied immediately prior to beginning the disability leave, subject to the terms and conditions of this Agreement and the needs of the District.

Section 13.3.1. Parental Leave.
Employees will be granted up to one (1) day paid leave on or around the date of the birth or adoption of a child. Any such days taken will not be deducted from sick leave. Additional leave may be granted in accordance with School Board Policy 5404 Family Illness.

Section 13.4. Leave of Absence.
Any employee may be granted a leave of absence by the Board, for not more than twelve (12) months and still maintain their position, or substantially equivalent thereof, with the school District.
Absence from employment for periods of short duration may be extended by an employee, without pay, when said request for leave has been approved by the supervisor and/or the Superintendent.

Employees on a leave of absence of nine (9) months or more shall notify the District of their intent to return to employment no later than ninety (90) calendar days before the employee's projected return date.

Section 13.5. Emergency Leave.
Emergency leave of one (1) day per school year may be granted to each employee with the understanding that the following requirements be satisfied. At the discretion of the Superintendent or designee, additional emergency leave days may be approved on a case-by-case basis.

A. Emergency leave shall be defined as an urgent, unforeseen occurrence or occasion requiring immediate action or beyond the control of the employee, that requires the employee to be absent during the regular contracted working day.
B. Prior approval for emergency leave must be obtained whenever possible, and (a) whenever prior approval cannot be obtained, a written request for approval of such leave shall be submitted within seven (7) calendar days upon the return of the employee to duties and/or responsibilities, and (b) a brief description of the type or nature of the emergency must be provided in order for the supervisor to determine whether or not an emergency in fact exists, and (c) further documentation or substantiation may be required by the supervisor of those cases where the emergency nature of the circumstances is contested.
C. Absence due to extreme weather conditions when school is in session shall be considered an emergency, provided that the Superintendent shall determine whether or not extreme weather conditions exist.
D. Emergency leave shall be deducted from the employee's sick leave, if used, and shall not be cumulative.

Section 13.6. Civic Duty Leave.

All employees in and for the North Kitsap School District shall receive Civic Duty Leave, which shall include jury duty and fulfilling military obligations in accordance with federal and state regulations.

Section 13.7. Personal Leave.

Each employee shall be entitled to two (2) days personal leave paid per year. Personal leave is neither sick leave nor bereavement leave and is non-cumulative. Employees shall not be required to provide the District with the reason for taking personal leave other than stating that "it's personal". Employees who are not on active payroll for their entire projected work year shall have the two (2) days of personal leave prorated accordingly.

Employees do not need to disclose the reasons for such leave unless they are requesting an exception. There will be a maximum of one (1) day of personal leave day granted for each school or District service area on any school day. Such leave cannot be used during the first or last week of the student school year, except if granted by the Superintendent for exceptional circumstances. Whenever possible, employees shall give fifteen (15) working days notice of such requests. The District reserves the right to deny such leave if it is determined that insufficient substitutes will be available on a given day.

Employees with twenty-five (25) or more years of service shall receive one (1) additional personal leave day which, if unused, will be reimbursed at the employee's regular hourly rate, provided however, that the employee has one (1) or more personal leave day(s) remaining. Any other unused personal leave day(s) shall be reimbursed at the substitute rate.

Unused personal leave shall be carried over to a maximum of five (5) days. If any employee does not notify the District of their intention to carryover unused personal days, then the employee will be reimbursed at the substitute rate for all unused personal leave granted that year.

Section 13.8. Assault Leave.

A. Any incident which could constitute assault and battery upon an employee by another adult while acting within the scope of his or her employment shall be reported promptly to the employee's immediate supervisor. If, following that report and based on a complaint by the employee to a law enforcement

agency; a criminal conviction for assault or similar judgment by reason of acts against that employee result, then the District will support the employee as outlined in B, below.

Any incident which could constitute assault upon an employee by a student will be investigated by school administrators. If determined that the student's behavior against the employee constitutes assault, the District will support the employee as outlined in B, below as well. (This does not prevent the employee from reporting the incident to a law enforcement agency).

B. Whenever an employee is absent from employment and unable to perform his or her duties as a result of personal injuries sustained due to an assault and battery as defined in A, above, the employee will be paid full rate of pay for the period of absence up to one year from the date of injury, less the amount of Worker's Compensation award or benefit. No part of such absence will be charged to annual or accumulated sick leave.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 14.1.
Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of terms and conditions of this Agreement, shall be resolved in strict compliance with this article.

Section 14.1.1. Definition of Grievance.
A grievance is defined as an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

Section 14.1.2. Grievant.
A grievant may be an individual employee, a group of employees, or the Union. The Union may initiate a grievance on behalf of one (1) or more employees or on its own behalf.

Section 14.1.3. Days.
For purposes of this article, "working days" shall mean District business days (Monday through Friday), excluding District-recognized holidays.

Section 14.1.4. Time Limits.
A. Time limits set forth in this article shall be strictly observed unless extended by mutual written agreement of the parties.
B. If the District fails to respond within the timelines specified in this article, the grievance may automatically advance to the next step.
C. If the grievant or Union fails to advance the grievance within the timelines specified, the grievance shall be considered withdrawn.

Section 14.1.5. Representation.
An employee may be represented by the Union at any step of the grievance procedure.

Section 14.1.6. Information.
The District shall provide the Union with relevant information necessary to investigate and process a grievance upon request, consistent with applicable law.

Section 14.2. Grievance Steps.

Section 14.2.1. Informal Discussion.
The employee shall first discuss the grievance with the principal or other administrator, and, where appropriate, their immediate supervisor. If the employee wishes, the employee may be accompanied by a Union representative at such discussion. All grievances not brought to the appropriate person in accordance with the preceding sentences within twenty (20) working days of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 14.2.2. Step 1.
If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection within ten (10) working days of the informal discussion, the employee shall reduce to writing a statement of the grievance containing the following:

A. The facts on which the grievance is based;
B. A reference to the provision in this Agreement which allegedly has been violated; and
C. The remedy sought.

The written grievance shall be submitted to the immediate supervisor or appropriate administrator, with copies provided to Human Resources and the Union.

The supervisor or administrator shall meet with the grievant and/or Union representative within ten (10) working days of receipt of the written grievance. A written decision shall be provided to the grievant and Union within ten (10) working days following the meeting.

If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 14.2.3. Step II.
If no settlement has been reached within the timeline referenced in Step 1, and the Union believes the grievance to be valid, a written statement of grievance shall be submitted within ten (10) working days to the District Superintendent or the Superintendent's designee. After such submission, the Superintendent or designee shall schedule a meeting with the grievant and/or Union representative within ten (10) working days of receipt of the appeal. The Superintendent or designee shall provide a written decision within the (10) working days following the meeting. by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 14.2.4. Step III.
If no settlement has been reached within the timelines referenced in Step II, and the Union believes the grievance to be valid, the Union may demand arbitration of the grievance within ten (10) working days. The parties shall, within ten (10) working days of the demand for arbitration, agree upon an arbitrator. If the parties cannot agree upon an arbitrator, either party may request the appointment of an arbitrator through the Public Employment Relations Commission (PERC), the

American Arbitration Association (AAA), or the Federal Mediation and Conciliation Service (FMCS). The decision of the arbitrator shall be final and binding on the parties. All costs of the arbitrator shall be shared equally by the parties.

Section 14.2.5. Powers of the Arbitrator.
This contract shall be construed such that no rights are intended that would impact any of the following (unless it can be shown that such decisions in "A" and "B" below were not based on observable facts):

A. Decisions as to the qualifications of an applicant or employee.
B. Decisions as to the evaluation judgment of an employee.
C. Facts over which other administrative remedial procedures are provided for by law (such as Human Rights Commission or Public Employment Relations Commission).

The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement.

Section 14.3.
The District shall not discriminate or retaliate against any individual employee for engaging in the grievance procedure.

Section 14.4.
The District shall grant paid release time for hearings conducted by the arbitrator for up to two (2) Union representatives, witnesses and grievants when their attendance is necessary and release time has been approved in advance by the District. Such release time shall only be for the time necessary.

All documents, communications, and records related to a grievance shall be maintained separately from the employee's personnel file.

ARTICLE XV

SALARIES

Section 15.1.
Base hourly rates for employees subject to this Agreement, during the period of this Agreement, are contained in Schedule A, attached hereto and made a part hereof. Employees shall be paid in accordance with this Agreement for all hours worked.

Section 15.2. Pay Increments.
For those in the general classifications of secretary, accountant, and building computer technician, pay increments shall start September 1; provided, the employee has been actively employed continuously prior to February 1 of the previous employment year. Pay increments for all other classifications, shall be effective on the first day of scheduled work for each school year; provided, the employee has been actively employed continuously prior to February 1 of the previous employment year. Job alike experience in other Washington public education institutions including North Kitsap School District shall be credited similarly. Relevant non-Washington education experience and non-public education experience will be evaluated and credited by the Human Resources Department.

Section 15.3. Rate of Pay Placement.

Section 15.3.1. New Hires.

New employees shall furnish the Human Resources Office with proof of employment from previous employers verifying starting and termination dates.

Section 15.3.2. Filling In For Absent Employees.

Regular employees filling in for absent employees shall be paid at Step 1of the position filled provided they shall not earn less than their regular rate of pay.

Section 15.3.3. Involuntary Transfer.

Employees involuntarily transferred shall not suffer any reduction in pay for twelve (12) months after the involuntary transfer takes place. Reassigning an employee (due to a senior employee displacing/"bumping" a less senior employee) pursuant to a reduction in force is not an involuntary transfer for the purposes of this section.

Section 15.3.4.

All rates on Schedule A shall be increased by the state-funded percentage increase for classified employees as stated in the state appropriations act in the month such increase is effective (without deduction for the cost of increments). If the state funds a general wage increase for classified employees in any manner other than the percentage method commonly used in the past, Schedule A shall be reopened for the purposes of agreeing on a method for applying the increase to the rate of pay schedule wage rates.

Section 15.3.5.

A. For the 2026-2027 school year, the base wage rates in Schedule A shall be increased by the implicit price deflator (IPD) plus one-half percent (0.5%).

B. For the 2027-2028 school year, the base wage rates in Schedule A shall be increased by the greater of either (1) three percent (3%) or (2) the implicit price deflator (IPD).

C. For the 2028-2029 school year, the base wage rates in Schedule A shall be increased by the greater of either (1) three percent (3%) or (2) the implicit price deflator (IPD).

Section 15.3.5.1. Schedule A.

In year two (2) of the CBA (2027-28): Schedule A of the Agreement shall be amended to revise the compensation structure for Steps 10 through 14. Steps 11, 12, and 13 shall be added between Steps 10 and 14, The compensation amounts for Steps 11 through 14 shall be established by dividing the difference between the compensation amounts for Step 10 and Step14 into four (4) equal increments, with each successive step reflecting one such increment.

Section 15.4.

Employees assigned to work in a higher paid job title in a substitute or temporary job, shall be paid at the higher range at Step 1 or the employee's regular rate of pay, whichever is greater.

Section 15.5.

If an employee is promoted, assigned, or transferred to a position in a higher pay range, the employee shall be paid at the Step I rate of pay at the new range or the first rate that will provide an increase of at least

fifty cents ($0.50) per hour, beginning with the employee's first day in the new position. Any employee hired in a lower paid job title shall be placed at Step I of that lower rate of pay, or at the appropriate Step for their experience in that job title.

Section 15.6. Longevity Premium.
Longevity shall be counted as years of service to the North Kitsap School District:

1. Beginning with the twentieth (20th) year to the twenty-fourth (24th) year of service to the District, employees shall receive a fifty cents ($0.50) per hour longevity premium added to their hourly wage rate in accordance with Schedule A.
2. Beginning with the twenty-five (25th) year to twenty-nine (29th) year of service to the District, employees shall receive a seventy-five cent ($0.75) per hour longevity premium added to their hourly wage rate in accordance with Schedule A.
3. Beginning with the thirtieth (30th) year of service to the District, and thereafter, employees shall receive a one dollar and twenty-five cents ($1.25) per hour longevity premium added to their hourly wage rate in accordance with Schedule A.

Section 15.7. Education Recognition.
Employees who provide official documentation of bachelor's degrees or above to Human Resources by August 31, or within one (1) month of their start date for new hires, shall be eligible to receive seventy-five cents ($0.75) per hour in addition to the employee's rate of pay listed in Schedule A.

If an employee earns a bachelor's degree or above during the school year, the additional wage identified in this Section will go into effect no earlier than the next pay period after Human Resources receives official documentation of the degree.

Section 15.8. Admission to Athletics and Activities.
Employees will have free admission to North Kitsap School District athletic and student activity events at District school facilities. This privilege does not extend to activities or events hosted by other groups at District school facilities (e.g., league tournaments, booster fund raising events). The District may implement this section through staff ID badges, staff sign-in sheets or other methods that the District determines will allow it to efficiently count and document use of this privilege. Each employee shall have annual access to a free punch card (12 visits) to the District pool. Additional punch cards and annual passes shall be offered at a fifty percent (50%) discount.

ARTICLE XVI

PROFESSIONAL DEVELOPMENT/REIMBURSEMENT

Section 16.1.
Employees covered by this Agreement shall be reimbursed for any mileage accumulated in their own car on school business authorized by their immediate supervisor. Private car mileage reimbursement shall be at the current rate used by the District. Employees will not be required to transport students except in emergencies.

Section 16.2.
Employees attending conferences or workshops previously approved by the Superintendent or their District Administrator shall have registration fees and mileage reimbursed by the District at the current rate.

Section 16.3.
When an employee, as a condition of continued employment, is required to attend any function such as conference, workshop, classes, etc., during non-work hours, the employee shall be compensated consistent with the terms and conditions of this Agreement.

Section 16.4. Training and Professional Development.
The District shall continue to budget funds for training and professional development for bargaining unit employees. Employees who are approved to participate in training during normal work hours and days shall be compensated for all hours spent in the activity at their regular rate of pay, including travel time, not to exceed the number of hours in that employee's normal schedule for that day. Employees who participate in training which is required by the District shall be compensated at their regular rate of pay for all hours spent in the activity, including travel time.

Section 16.4.1. Training for New Positions.
New employees and employees who have transferred into a new position shall be trained by another employee in a similar assignment for a minimum of two (2) and up to four (4) regularly scheduled work hours during the first week of employment.

Employees who desire additional on-the-job training may request the building administrator or designee provide up to (4) hours of such training during their regularly scheduled work hours.

Employees who are shadowed or provide approved training may request, on a case-by-case basis, approval of up to two (2) hours of extra time by the building administrator.

Section 16.5.
The District agrees to provide insurance protection for employees as required by RCW 28A.400.370.

Section 16.5.1.
Employees' personal property which is used directly in carrying out the instructional program will be covered against loss by theft or vandalism up to five hundred dollars ($500) per year per employee. Any personal property to be provided this coverage must be approved in advance and registered by the employee's principal.

Section 16.6.
The District shall budget at least twenty-six thousand dollars ($26,000) during each year of the contract for the payment of fees, registration, travel, meal costs, and employee time outside the regular work day (including mandatory benefits) for optional training to improve professional skills by attending educationally relevant conferences, workshops, and/or classes. "Relevant" is defined as an activity consistent with a school improvement plan and/or consistent with the individual's current assignment. Activities must be selected by the employee, pre-approved by the employee's supervisor, and pre-approved by the District administrator with budget authority. It is intended that these funds are to be self-directed by each employee, subject to administrative approval, and are not to replace or supplant existing funding provided under Section 16.4. Paraeducator certification fees paid to the State of Washington and

professional association membership fees shall be reimbursed subject to the per employee limits established by the District and Union. Only current employees that earned the applicable certification requirements at North Kitsap School District will be eligible for reimbursement.

ARTICLE XVII

UNION MEMBERSHIP AND CHECKOFF

Section 17.1. New Hire Lists.
The District will provide to membership@pseofwa.org and the Union President the name, mailing address, personal phone number, personal email address, job title, classification, and worksite of new hires to the District within twenty (20) working days of the employee's start-date in any of the job titles set forth on Schedule A of this Agreement, and any substitutes and/or temporary employees who qualify for Union membership in any job title set forth on Schedule A of this Agreement.

Section 17.2.
The District shall deduct Union dues and/or voluntary political contributions (Section 17.4) from the pay of any employee who authorizes such deductions pursuant to State law. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis. The Union will provide a list of those members who have agreed to Union membership via Union-designated methods.

Section 17.3. Authorizations and Revocation.
An employee's written, electronic, or recorded voice authorization to have the District deduct membership dues from the employee's salary must be made by the employee to Public School Employees of Washington (PSE).

Upon receiving notice of the employee's authorization from PSE, the District shall deduct from the employee's salary membership dues and remit the amounts to PSE no later than the next available payroll period.

An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to PSE in accordance with the terms and conditions of the authorization. The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. Revocations will not be accepted by the District if authorization is not obtained by the employee to PSE.

After the District receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the District shall end the deduction effective on the next available payroll period following receipt of the confirmation. The District shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions.

Section 17.4. Checkoff.
The District shall deduct PSE dues from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110 as per signed authorization cards. The Union will indemnify and hold the District harmless against suits arising from action taken by the District in compliance with this Article.

Section 17.4.1. Local Dues.
The District shall deduct PSE local Chapter dues separately and remit such funds to the local Chapter Treasurer on a monthly basis, or within thirty (30) days of the deduction of the dues.

Section 17.4.2. Classified Employee Report to the Union.
The District shall transmit electronically a monthly report (to accompany the monthly transmission of dues to PSE) to the Membership Department (membership@pseofwa.org) of Public School Employees of Washington listing the name, hourly wage rate(s), hours worked, gross monthly compensation, and amount of PSE dues deducted for each bargaining unit employee.

Section 17.5.
The District shall, upon receipt of notice from the Union of authorization, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes to the Committee On Political Empowerment (COPE) and shall transmit the same to the Union on a check separate from the Union dues transmittal check.

ARTICLE XVIII

SEPARABILITY OF PROVISIONS

Section 18.1.
If any provision of this Agreement or the application of such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

Section 18.2.
Neither party shall be compelled to comply with any provision of this Agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.

Section 18.3.
In the event either of the foregoing sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 21.2.

ARTICLE XIX

DISCIPLINE AND DISCHARGE

Section 19.1.
The District shall have the right to discipline or discharge an employee for justifiable cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure herein provided. If the District has reason to discipline or discharge an employee it shall be done in a manner which will not embarrass the employee.

PUBLIC SCHOOL EMPLOYEES OF NORTH KITSAP
SCHEDULE A
September 1, 2026 - August 31, 2027

Position Title	Skyward Code	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10-14	Year 15-19	Year 20+
Instructional Paraeducator	31-14	$26.29	$26.74	$27.18	$27.62	$28.06	$28.43	$28.81	$29.19	$29.57	$29.94	$31.19	$32.25
Special Education Paraeducator	32-04	$27.76	$28.18	$28.59	$28.98	$29.38	$29.76	$30.13	$30.50	$30.87	$31.24	$32.69	$33.21
Campus Security	30-07	$30.85	$31.30	$31.78	$32.23	$32.68	$33.30	$33.92	$34.53	$35.14	$35.74	$36.25	$36.43
Building Computer Technician	50-06	$30.60	$31.03	$31.47	$31.90	$32.32	$32.80	$33.25	$33.71	$34.19	$34.64	$34.73	$34.96
Accountant	38-11	$37.30	$37.95	$38.61	$39.26	$39.92	$40.13	$40.36	$40.59	$40.82	$41.04	$41.77	$42.57
High School ASB Bookkeeper	38-12	$32.75	$33.07	$33.40	$33.72	$34.05	$34.70	$35.34	$35.98	$36.62	$37.26	$37.99	$38.78
Administrative Assistant	35-09	$32.67	$33.12	$33.56	$33.98	$34.41	$35.00	$35.59	$36.17	$36.76	$37.33	$38.88	$40.79
School Office Manager	36-12	$33.71	$34.35	$35.00	$35.63	$36.26	$36.79	$37.30	$37.83	$38.34	$38.87	$40.33	$41.50
High School Registrar	34-06	$31.18	$31.65	$32.13	$32.59	$33.06	$33.68	$34.30	$34.91	$35.53	$36.15	$36.98	$38.78
Secretary	34-05	$29.76	$30.18	$30.60	$31.01	$31.44	$31.98	$32.54	$33.11	$33.65	$34.21	$34.89	$36.57
Info Systems Specialist	37-08	$33.88	$34.40	$34.94	$35.45	$35.98	$36.52	$37.06	$37.60	$38.15	$38.68	$39.95	$40.97
Info Systems specialist II	37-09	$40.89	$41.51	$42.14	$42.75	$43.39	$44.01	$44.64	$45.27	$45.90	$46.52	$47.15	$47.79
ASL Interpreter	21-30	$50.97	$51.45	$51.94	$52.42	$52.91	$53.38	$53.87	$54.35	$54.84	$55.32	$55.80	$56.28
LPN	21-31	$35.90	$36.32	$36.71	$37.12	$37.52	$37.95	$38.39	$38.84	$39.27	$39.71	$40.97	$42.76
COTA	21-18	$32.08	$32.37	$32.67	$32.97	$33.28	$33.86	$34.44	$35.01	$35.60	$36.17	$38.16	$38.16
SLPA	21-20	$32.08	$32.37	$32.67	$32.97	$33.28	$33.72	$34.19	$34.62	$35.07	$35.53	$36.57	$36.91
Native American Liaison	21-22	$29.33	$30.68	$32.02	$33.38	$34.73	$35.11	$35.49	$35.87	$36.24	$36.62	$36.80	$37.20

Additional Assignments	
Translator	+ $2.17/hr.
Interpreter- Sign Language*	+ $11.91/hr.
Braillist	+ $3.94/hr.
Registered Behavioral Technician	+ $3.00/hr.
WASBO Certification	+ $3.00/hr.

* The ASL Interpreter position will not receive this add-on rate in addition to that position's normal wage; this add-on was previously rolled into that position's regular hourly rate. The add-on rate is available only to ASL Paraeducators and those employees providing periodic ASL interpretation services.

Subject to Sections 15.3.4 and 15.3.5 of the agreement. Includes 3.1% bargained increase (IPD+0.5%). Revised 3/2026

PUBLIC SCHOOL EMPLOYEES OF NORTH KITSAP
SCHEDULE B
General Job Classifications

Paraeducator
- Instructional Paraeducator
- Special Education Paraeducator

Secretary
- Secretary
- Administrative Assistant School Office Manager
- Information System Specialist
- High School Registrar
- High School ASB Bookkeeper

Accountant
- Accountant
- Payroll Benefits Officer

Licensed Practical Nurse

Campus Security

Building Computer Technician

Native American Liaison

ARTICLE XX

DISTRIBUTION OF THE AGREEMENT

Section 20.1.
Digital copies of the Contractual Agreement between the Board of Directors, North Kitsap School District #400 and Public School Employees of North Kitsap #920 will be provided to all currently employed members of the bargaining unit as quickly as possible after ratification. Hard copies will be provided upon request. Newly hired members of the bargaining unit shall receive, from the District, a copy of the Agreement, provided by the Union, upon completion of new hire employment processing.

ARTICLE XXI

TERM OF AGREEMENT

Section 21.1.
The term of this Agreement shall be September 1, 2026 to August 31, 2029.

Section 21.2.
This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

NORTH KITSAP CHAPTER #920

BY: _____
Kristin Nieland, Chapter President

DATE: 6-2-2026

NORTH KITSAP SCHOOL DISTRICT #400

BY: _____
, Superintendent

DATE: 6/1/2026

BY: Mike Desmond (May 1, 2026 11:43:44 PDT)
, School Board President

DATE: _____

BY: Beverly Godfrey (May 1, 2026 12:34:30 PDT)
, School Board President

DATE: _____

BY: Debra Strawhun (May 6, 2026 09:57:59 PDT)
, School Board President

DATE: _____

BY: Miranda Smallwood
Miranda Smallwood (May 16, 2026 08:18:15 PDT)
, School Board Member

DATE: _____

BY: Stacy Mills (Jun 2, 2026 08:26:25 PDT)
, School Board Member

DATE: _____

North Kitsap CBA 20260413 (2026-2029) - Final Draft (2)

Final Audit Report 2026-06-02

Created:	2026-05-01
By:	Korinne Henry (KHenry@nkschools.org)
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2026-06-02 - 3:26:25 PM GMT

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