

**LETTER OF AGREEMENT
BETWEEN NORTH KITSAP SCHOOL DISTRICT NO. 400
AND NORTH KITSAP TRANSPORTATION EMPLOYEES NEA-WEA**

This Letter of Agreement ("LOA") is made and entered into between the North Kitsap School District No. 400 ("District") and the North Kitsap Transportation Employees NEA-WEA ("Association"), collectively referred to as the "Parties." To ensure that more Association bus drivers are awarded trips during the school year, the District and the Association agree to pilot a new trip awarding procedure as follows:

- 1. Suspension of Trip Procedure.** Article VI, Section 6.5 (Additional/Trip Hours) of the collective bargaining agreement ("CBA") is suspended for the duration of this LOA.
- 2. Trial Replacement Trip Procedure.** For the duration of this LOA, Article VI, Section 6.5 will be replaced, on a trial basis, with the following:

Section 6.5 – Additional/Trip Hours

All trip requests must be submitted to the Transportation Department using approved trip software. Weekly scheduling of trip hours will be Sunday through the following Saturday.

6.5.1 Trip Designations

Trips will be divided into the following five (5) categories:

- A – short trips of 3.99 hours or less
- B – medium trips between 4 and 7.99 hours
- C – long trips between 8 and 11.99 hours
- D – extralong trips of 12 hours or more
- E – overnight trips

6.5.2 Posting of Trips

The Transportation Administrator or designee will post all available upcoming trips as soon as practicable but within two weeks prior to the trip going into the rotation. A rotation list will be posted for each trip category. Eligible drivers will not be awarded trips from a rotation list on which they are not signed up.

A Transportation Specialist will post available trips at least two weeks before the trip is scheduled to occur. A Transportation Specialist will assign the trips consistent with Section 6.5. The Transportation Administrator will review all assignments.

The Transportation Specialist will make reasonable attempts to ensure split trips are notated clearly on trip postings.

6.5.3 Driver Eligibility

All regular drivers, including stand-by route drivers, are eligible for additional hours and trips, unless the Transportation Administrator determines a driver is ineligible due to that driver's technical and physical qualifications.

On bid day, drivers must have a current and valid CDL, first aid/CPR certificate, and physical on file that will not expire before the date of the trip(s) the driver has bid. If any of a driver's certifications will expire between bid day and the date of the trip, that driver will be ineligible to bid on trips until all certifications are current.

Drivers are required to complete and submit a trip bid sheet before each bid day on which they wish to bid on trips. Drivers who do not submit a trip bid sheet before bid day will be ineligible to bid on trips for that week.

All eligible drivers will be placed on each rotation list each year. A driver may opt out of one or more (or all) rotation lists at any time before they are awarded a trip on the given rotation list. Drivers may remove their name from a rotation list(s) at any time before they are awarded a trip by submitting a signed, written opt out request letter to a Transportation Specialist. Drivers may rejoin a list(s) by submitting a written and signed request to a Transportation Specialist at least one (1) working day prior to the awarding of the trip(s). Drivers who timely request to rejoin a list(s) will rejoin the list according to their seniority.

Drivers who opt out of a rotation list during the trip award process (i.e., when the Transportation Specialist is awarding the trips) will be ineligible to rejoin that rotation list for two (2) full rotations.

Drivers who fail to do their selected/assigned trip without just cause shall be prohibited from all rotation lists for forty (40) consecutive workdays on the first offense and seventy-five (75) consecutive workdays on the second offense (in one (1) or more consecutive school years).

The District will not prevent an eligible driver from accepting a trip in order to hold the driver "in reserve" for potential, but not yet known, absences of other drivers on regular routes.

Substitute drivers are eligible for additional hours and trips only if no regular drivers are available or willing to take the additional hours or trip.

6.5.4 Awarding of Trips

6.5.4.1 All trips will be awarded to eligible drivers on a rotating seniority basis according to each category's rotation list. Trips are posted and awarded two (2) weeks prior to the week in which the trips are scheduled to occur. Trips will be posted by 5pm on Monday and bid day will be on Thursday. Following each bid day, the Transportation Specialist will publish a trip schedule that identifies the driver, trip number, and bus number for each trip bid.

6.5.4.2 Seniority will be based on the driver's seniority as of August 1 of each school year.

6.5.4.3 When a driver is in rotation for a trip, that driver has the option to accept or decline the trip. If the driver accepts, the completion of the trip becomes the responsibility of that driver and the driver is prohibited from trading or giving the trip to another driver except as provided in Section 6.5.4.6. If the trip is declined, the driver will move to the bottom of the applicable list and the next eligible driver will be advised of the trip.

If no eligible driver is available or accepts a trip, the Transportation Administrator or designee may award the trip to a Transportation Specialist, a qualified bus driver substitute or may contract out the trip pursuant to Section 2.5.

6.5.4.4 Trips that are posted (or otherwise reposted) after that week's trip rotation has occurred will be offered to the next available driver by a Transportation Specialist according to that driver's placement on the relevant rotation list. Drivers notified of a trip by a Transportation Specialist will have ten (10) minutes to accept or decline a trip consistent with Section 6.5.4.3. Drivers who are notified while driving a route/run will have ten (10) minutes to respond after they return to the base.

6.5.4.5 A trip is considered started when the assigned driver begins their pre-trip procedure.

6.5.4.6 In the event of a dispute regarding a driver's trip award or place on a rotation list(s), the driver will schedule a meeting with the Transportation Specialist and the Association President (or

designee) to resolve the dispute. If after a good faith attempt, the dispute remains unresolved, the driver, the Transportation Specialist, and the Association President (or designee) may meet with the Transportation Administrator, whose determination will be final and will not be subject to the grievance procedure identified in Article XIV.

6.5.4.7 Once annually, drivers may claim a preferred trip regardless of their location on a given rotation list at the time a Transportation Specialist awards the trips. Should multiple drivers seek to claim the same preferred trip, the trip will be awarded to the most senior driver. A Transportation Specialist will keep an accurate record of such claimed trips each year.

Drivers must state in writing by Wednesdays at 5pm whether they intend to claim a preferred trip during that week's bid.

Should a dispute arise under this Section 6.5.4.7, the drivers will follow the procedures identified in Section 6.5.4.6.

6.5.4.8 Trips that are submitted to the Transportation Department after that week's bid day will be assigned pursuant to the "All Call" procedure in Appendix G.

6.5.5 Multiple Trips

Should a bus driver's name come up on more than one rotation list at the same cycle, the driver may accept each trip provided that the trips do not conflict with each other. Should trip times conflict, the bus driver shall have the choice of which trip(s) to accept; declined trips will then be offered to the next driver on the relevant rotation list.

6.5.6 Trip Cancellation

6.5.6.1 The District and the Association acknowledge that trips may need to be cancelled due to circumstances outside of their control.

6.5.6.2 If a trip is cancelled after the driver has started the trip (see Section 6.5.4), on scheduled school days, the driver shall be paid for two (2) hours or negative route time, whichever is greater, unless the driver is able to complete their regular run. If the driver opts out of completing their regular route when able, the driver will be required to take negative route time for the affected portion of

time. On non-school days, the driver shall receive four (4) hours of report time.

If, prior to the start of a trip, an emergency occurs that prevents the selected driver from fulfilling a trip, the driver must immediately contact the Transportation Administrator and Transportation Specialist, who will fill the vacated trip with the next available driver on that trip's rotation list, and if no one is available, then the trip will be offered to a substitute bus driver or may be contracted out pursuant to Section 2.5. An emergency is defined for purposes of this Subsection as an urgent, unforeseen occurrence or occasion requiring immediate action beyond the control of the driver.

- 6.5.6.3 If an assigned trip is cancelled due to weather, schedule change, or other non-emergency situations, and is rescheduled onto the same rotation list during that same two-week period, the original driver of that trip will be given the opportunity to complete the trip. If the driver declines or is unable to complete the rescheduled trip due to another trip(s), the Transportation Specialist will offer the trip to the next available driver on that trip's rotation list. If no driver is available, then the trip will be offered to a substitute bus driver or may be contracted out pursuant to Section 2.5. Trips that are rescheduled onto a different rotation list will be reposted and awarded to the next eligible driver on the relevant rotation list.
- 6.5.6.3 If a trip is shortened after bid day but before the trip occurs, the Transportation Director or designee will make reasonable efforts to mitigate the impact of the shortened trip on the driver. The Parties recognize, however, that there may be some situations where the Transportation Director or designee is unable to mitigate the impact on the driver.
- 6.5.6.4 When trips are combined due to a driver or route shortage, the more senior driver of the combined trips will have the option of: (a) driving the combined trips to, and staying at, their destination until pick up time, (b) driving their assigned route and picking up the trip, or (3) decline the combined trip. In the event the senior driver declines the combined trip, it will be offered as an "All Call" pursuant to Appendix G.
- 6.5.7 The District will identify one (1) route package per each elementary school (including the secondary routes combined in the package) which can be collapsed/combined when there is a shortage of substitutes so that fewer trips need to be chartered or declined.

6.5.8 For those drivers on leave/reassignment, a Transportation Specialist or designee will fill those drivers' kindergarten/mid-day/activity routes by seeking regular driver volunteers, and if none, then through substitutes.

6.5.9 Trip Compensation

All trips will be compensated consistent with wage and hour laws, but at no less than the bus driver's regular hourly rate for the duration of the trip.

6.5.10 Negative Time

Negative time will be given when the driver feels there is not an adequate rest period between either the beginning or the end of a trip and their regular route. Negative time would only be applied on the day of the trip and/or on one (1) other day only during the week of the trip.

3. **"All Call" Appendix.** The Parties agree that the negotiated "All Call" procedure will be appended to the CBA as "Appendix G," substantially in the form set forth in Exhibit A to this LOA.

4. **Quarterly Review.** The Parties agree that they will meet on a quarterly basis and discuss the procedure described in Paragraph 2 of this LOA ("Trial Replacement Trip Procedure" during the 2025-2026 school year. During those discussions, the Parties may mutually agree to revise or otherwise modify the procedures in Paragraph 2.

5. **Effective Date.**

This LOA is effective August 24, 2026.

6. **Supersedes.** This LOA supersedes the prior letter of agreement regarding Section 6.5 awarding of trips that the Parties executed on May 27, 2025.

7. **Duration.**

This LOA shall expire on June 30, 2026, unless extended through mutual written agreement by the District and the Association. The Parties agree to discuss whether this LOA should be discontinued, modified, or incorporated into the.

NORTH KITSAP SCHOOL DISTRICT

NORTH KITSAP TRANSPORTATION
EMPLOYEES NEA-WEA



Rachel Davenport, Superintendent



Denise Morgan, President

8/31/2026

Date

9/2/2026

Date

Exhibit A

Pursuant to Paragraph 3 of the LOA, the following "All Call" procedure will be added to the CBA as "Appendix G":

APPENDIX G – ALL CALL PROCEDURE

All Call- New Trip Bid Procedures

A. All Call Trip Designation

Any trip entered after **5:00 p.m. on Sunday of bid week** shall be designated as an "**All Call**" trip and made available for sign-up under the All Call category.

1. All Calls will be posted Wednesday evening and assigned on Friday at 11am.
2. If a trip only has a 24hr notice, it will be called out on the radio two times.
3. If a trip depends on a win/lose scenario, the driver may move back up the list if no other drivers have moved.
4. If an All Call is canceled and no other drivers have moved on the list, the driver of the cancelled trip may move back to the top of the list.

B. All Call Rotation

All Call trips shall not be separated by trip duration. Assignment shall rotate exclusively among drivers who have signed up for the All Call rotation.

The PM Transportation Specialist will handle the posting and assigning of all calls.

C. Passing on an All Call Trip

A driver who elects to pass on an All Call trip shall not have their placement affected in Categories **A, B, C, D, or E**.

D. Trip Exchanges

Drivers may not exchange an All Call trip for another All Call trip. However, each driver shall be permitted to turn in **one (1) bid trip from any category** in exchange for an All Call trip