

**CONTRACTUAL AGREEMENT BETWEEN**

**CENTRAL KITSAP SCHOOL DISTRICT  
#401**

**AND**

**CENTRAL KITSAP EDUCATIONAL SUPPORT  
PROFESSIONALS**



Revised September 2023  
2021-2024

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## **PREAMBLE**

In accordance with the provisions of the Public Employees Collective Bargaining Act (RCW 41.56) and the regulations promulgated pursuant thereto, this Agreement is made and entered into between Central Kitsap School District Number 401 (hereinafter "District" or "Employer") and the Central Kitsap Educational Support Professionals/CKESP (hereinafter "Association" or "Union").

The District and the Association agree that collaboration is integral in our collective efforts. From seemingly simple everyday matters to widely impactful events such as global pandemics, we (CKSD and CKESP) see the symbiotic relationship between us as an essential part of how we conduct business. We will do our best to solve problems and find solutions together, regardless of the individuals that join and leave our separate teams over the years. We recognize that unique nature of our connection and mutually commit to the values of adaptability, grace, reason, and respect. With the consideration of the above statements, the parties hereby mutually agree as follows:

## ARTICLE I

### ADMINISTRATION

#### Section 1 - Recognition

**Section 1.1** The District hereby recognizes the Association as the exclusive bargaining representative of all employees in the bargaining unit as described in Section 1.4, and the Association recognizes the responsibility of representing the interests of all such employees.

**1.1.1** The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.

**Section 1.2** Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent pursuant to RCW 41.56.030 (2).

**Section 1.3** The employer agrees to negotiate wages, hours, and terms and conditions of employment for all employees who are members of the bargaining unit represented by the Association.

**Section 1.4** The bargaining unit to which this Agreement is applicable encompasses all employees in the School District performing work as classified employees, in positions identified in Appendix B. The bargaining unit does not include work as a coach, activity or club advisor, part-time stadium security person, ticket taker or the like.

**Section 1.5** Unless the context in which they are used clearly requires otherwise, words in this Agreement denoting gender include both masculine and feminine: and words denoting number shall include both the singular and plural and "day" shall mean non-holiday weekday.

#### Section 2 – New Job Descriptions

**Section 2.1** Copies of job descriptions and/or postings for all positions subject to this Agreement shall be given to the Association. All subsequent postings will be sent to the Association President (or his/her designee) at the time of posting.

**2.1.1** New job descriptions shall be presented to the Association for salary placement negotiations prior to implementation.

**2.1.2** Job descriptions may be modified by the District to accommodate employees with disabilities. The District and Association will discuss the modification and its impact on other employees prior to implementation. A job modified for that purpose is exempt from the provisions of Article IX, Section 2, Assignment and Transfer.

### **Section 3 – Salary Schedule Analysis**

- Section 3.1** With an agreed upon third party by the District and Association, a salary analysis will be conducted by the district for the purpose of determining appropriate salary placement.
- 3.3.1** A salary analysis will be conducted in the Fall of the year in which a full contract reopener occurs, beginning with the 2020-21 school year.
- 3.3.2** The District and the Association will meet on a regular basis to review the data received.
- 3.3.3** Any bargained changes to salary placements will become effective September 1 of the following school year.

### **Section 4 - Status of Agreement**

- Section 4.1** This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which are contrary to or inconsistent with its terms.
- Section 4.2** This Agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties. Any modification of the contract will be by written mutual agreement of the parties.

### **Section 5 - Conformity to Law**

- Section 5.1** This Agreement shall 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 hereby shall be found contrary to law by a court or administrative agency of competent jurisdiction or through change in law becomes clearly illegal, such provision or application shall have the effect only to the extent permitted by law. All other provisions or applications of the Agreement shall continue in full force and effect.
- Section 5.2** In the event a provision(s) is/are determined to be contrary to law as stated in Section 5.1., such provision(s) shall be renegotiated thirty (30) days after receiving the written decision.

### **Section 6 - Distribution of Agreement**

- Section 6.1** Within forty-five (45) working days following the ratification and signing of this Agreement, the District will print and distribute copies of this Agreement to each work site. Up to one hundred (100) additional copies shall be provided to the Association. The Association may request additional copies of this Agreement. The style and format of printing this Agreement shall be agreed upon between the Association and the District. The District shall make available the agreement to employees on the Central Kitsap Staff Intranet and provide a link to new employees within ten (10) working days of hiring. Employees may request a written copy of this Agreement by contacting the Association President. The cost of printing and distribution of this Agreement shall be shared equally by the Association and District.

**Section 6.2**

There shall be two (2) duplicate originals of the final Agreement for the purpose of records. One shall be retained by the District, and one by the Association.



## ARTICLE II

### RIGHTS OF THE PARTIES AND REPRESENTATION

#### Section 1 - Rights of the Employer

**Section 1.1** Except as otherwise specifically limited by the provisions of this Agreement, the District has the exclusive right to exercise all the rights or functions of management, including, but not limited to, the development, adoption, implementation, and enforcement of policies, rules, regulations and practices in furtherance of management rights or functions; and the use of judgment and discretion in connection with District rights.

**Section 1.2** 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 Association and the employees and to obligations imposed by this Agreement.

#### Section 2 - Rights of Employees

**Section 2.1** It is agreed that the employees in the bargaining unit shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and participate in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group or individual.

**Section 2.2** 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 2.3** Neither the Employer nor the Association shall unlawfully discriminate (as determined by an arbitrator, agency, or court of competent jurisdiction) against any employee based on the District's adopted nondiscrimination policies and procedures.

**Section 2.4** No employee shall be denied any legal right granted under Federal, State, County or local regulation.

**Section 2.5** The District will provide up to \$3,500 per year for counseling referral services through the Employee Assistance Program (EAP). Employees accessing the EAP may use up to two (2) sessions per year while the budget is available. Reasonable effort will be made to maintain the confidentiality of the employee through this process. At the end of each school year, any unused funds up to \$3,500 will be carried over to the next school year.

**Section 2.6** The private and personal life of any employee is not within the appropriate concern or attention of the District, unless the District determines that the employee's actions are interfering with the employee's work or the educational process.

- Section 2.7** Employees shall be protected against sexual harassment.
- 2.7.1** The District shall investigate and take appropriate disciplinary action when an employee complains that he/she has been sexually harassed on or in connection with the job.
- 2.7.2** The District shall treat all such complaints or allegations with respect and confidentiality regarding the personal privacy of all concerned parties.
- 2.7.3** There shall be no retaliatory action against anyone filing a good faith complaint of any type of discrimination, including sexual harassment.
- Section 2.8** The employer shall provide a safe and non-hazardous working conditions for employees at their place of employment in accordance with the OSHA and the WISHA Standards for public sector education employees. The District shall utilize outside facility lighting during all scheduled employee work hours after dark.

### **Section 3 - Rights of the Association**

- Section 3.1** The Association has the right and responsibility to represent the interests of all employees in the unit; to present its 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 3.2** The Association shall be promptly notified by the District within twenty four (24) hours of any disciplinary action against any employee in the unit in accordance with the provisions of Article X.
- Section 3.3** The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Central Kitsap Educational Support Professionals and/or the Washington Education Association.
- Section 3.4** The District agrees to provide to the Association the name, home address, telephone number, work email, work location, department, and the job title of each bargaining unit member whenever requested by the Association. The District will submit the same information whenever a new bargaining unit member is hired into the district throughout the year after board approval of hire.
- Section 3.5** An Association recommendation regarding school calendar will be presented on or before January 15 for the following year, which shall be considered by the Superintendent before setting the calendar. Unless there is an emergency closure, Spring Break shall begin on Monday and terminate on Friday. Winter Break will be two weeks and will begin at least two (2) calendar days before December 25<sup>th</sup>.
- Section 3.6** By November 1, the District will provide the Association a seniority list ranking each employee from greatest to least seniority within job title. A copy of said list provided by the District may be posted at each work site.

- Section 3.7** Association Use of District Facilities
- 3.7.1** Use of School Buildings: The Association shall have the right upon approval of the building principal, to use school buildings at all reasonable hours for meetings. Requests for use of buildings will be submitted to the building principal or Superintendent/designee.
- 3.7.2** The Association may post notices of activities and matters of Association business:
- on a designated bulletin board at each work site
  - through use of the District mail service
  - through use of District email.
- 3.7.3** Association posting privileges are subject to the following: 1) The Association will not post materials within the work place that are knowingly untrue about any particular individual or group, including the District; 2) The Association will not use the privilege for religious purposes; 3) The Association may post information regarding WEA state legislative activity, but may not post information regarding support or lack of support for any political issue or political candidate.
- 3.7.4** The President shall be responsible and accountable for the Association's compliance with this section. The Association will defend and hold the District harmless from any allegation or suit arising out of the Association's use of this privilege.
- 3.7.5** A violation of the Article may result in the suspension of the Association's use of the District's facilities for posting and mailing.
- Section 3.8** The Association, upon making their presence known to the District, may have access to school premises at all reasonable times, provided that such business shall not, in anyway, hamper or obstruct the normal flow of work.
- Section 3.9** The Association shall be furnished monthly and annual financial statements and the preliminary and adopted budgets and financial reports, Board agendas and supporting materials in a timely manner, following a request by the Association. Nothing herein shall require the Central Administrative staff to research and assemble information that has not been routinely prepared in the normal operation of the District.
- Section 3.10** The District will provide requested information directly relevant to a pending grievance. Should a dispute arise regarding the relevancy, a meeting will be held between the parties to discuss the matter and resolve differences. Such meeting shall take place within five (5) days of the request for information. Grievance time lines shall be suspended until the matter of relevancy is resolved.
- Section 3.11** The Association will be given access to and a minimum of 30 minutes exclusive time at any bargaining unit orientation for new staff.

## **Section 4 - Representation**

- Section 4.1** Representatives of the Association shall meet with the Superintendent and authorized representatives of the Board no less often than quarterly during the regular school year in order to pursue mutual problem identification and mutual problem solving.

**4.1.1** The Association may consult with District representatives on complaints without a grievance being made by an individual employee.

**Section 4.2** Time during working hours will be allowed Association representative for attendance at meetings with the District when such times fall within a regular working day and have been mutually agreed upon by both parties.

**Section 4.3** The Parties recognize that Association members on District committees serve in an advisory capacity, not as policy makers for the Association.

## **Section 5 - Contracting Out**

**Section 5.1** During the life of this collective bargaining agreement the District will not "contract out" work traditionally done by the bargaining unit except as follows:

When the District lacks reasonably available personnel with necessary expertise or lacks the equipment to perform necessary work within the time available, or,

When the District is required by law, policy, or regulation to solicit competitive bids for work; or,

When the District has advised the Association six (6) months in advance that the District is interested in contracting out a service historically performed by members of the bargaining unit and has involved the Association in the decision-making process through negotiations with the Association over the decision to contract out and has negotiated with the Association concerning the impact of contracting out on members of the bargaining unit.

## ARTICLE III

### BUSINESS

#### Section 1 - Dues and Fees

**Section 1.1** All employees may select to become members of the Association. Authorized payroll deductions by the employee shall be made in equal installments from each paycheck beginning with the pay period in September through the pay period in August of each year. There will be no cost to the employee or Association for these deductions. Employees who commence employment after September or terminate employment before June shall have their deductions prorated at the total annual amount for each month the employee is employed. In any event, such dues deductions shall continue until the employee(s) request in writing to the Washington Education Association the discontinuation of dues deductions. Washington Education Association will notify the Employer in writing of any revocation of Association membership in a timely manner. The Employer will notify the Union prior to stopping payroll deduction of dues. Nothing in this article shall render the District liable for payment of any dues or fees to the Association.

**Section 1.2** The transmittal of all dues and fees will occur within a timely manner after the deduction is made (no later than the 15<sup>th</sup> of the month) and each transmittal will include the name of each employee for whom the deduction was made, and the amount deducted from each employee's pay.

**Section 1.3** The Association agrees to indemnify, defend, and hold the District harmless against any liability which may arise by reason of any action taken by the District to comply with these provisions.

Prior to September 10 of each year, the Association shall inform the District Business Manager the amount of dues to be deducted each month for each employee.

The Association hereby agrees to defend and hold the District harmless from any or all suits, damages, as awarded by court, fees and costs, including attorney's fees, asserted or claimed against the District as a result of or arising from the District's enforcement, application or carrying out of this provision, except that the Association shall not be responsible for any unauthorized deductions made at the District's fault. It is understood that the Association shall have the right to utilize an attorney of its choice in defending and holding the District harmless as provided above. The Association, nevertheless, agrees to reimburse any employee from whom such fees, in excess of the amount authorized herein, were deducted so long as the Association received such excess amount. The District will notify the Association of all new hires within ten (10) working days of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

#### Section 2 - Pay Provisions

**Section 2.1** Employees will be paid on the last weekday of the month by direct deposit to their bank.

**Section 2.2** Association dues and other approved programs paid by payroll deduction shall be made available to employees provided a minimum of ten (10) employees request in writing such deduction.

**Section 2.3** The District shall deduct moneys for deposit with the Washington School Employees' Credit Union from the pay of any employee who authorizes such deduction in writing.

**Section 2.4** District-approved tax-sheltered annuity programs shall be available for employees within the bargaining unit.

### **Section 3 - Personnel Files**

**Section 3.1** Employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, a copy of any documents contained therein shall be afforded the employee at the employee's expense.

**Section 3.2** Any derogatory document not provided to an employee within twelve (12) working days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. No evaluation, correspondence, or other material making derogatory reference to an employee's character, or manner, shall be kept or placed in their personnel file without the employee having been provided a copy and the opportunity to attach his/her own comments. Such written response shall become part of the employee's written personnel records.

**Section 3.3** The evaluations of members of the Association shall become a part of the employee's file. The employee has the right to attach a written rebuttal, which will become a part of the employee's personnel record.

**Section 3.4** Any of this material, except the regular annual employee evaluation report(s) shall be removed, if so requested in writing, from the employee's file three (3) years after its initial placement into the employee's file, provided that no further incident of similar nature has occurred during that period of time. After six months the employee may petition in writing that such material be removed. Final decision rests with the District.

**Section 3.5** The Human Resources Department may retain a single copy of the record of the investigation and disposition of any allegation of employee misconduct involving:

- a) abuse, neglect, exploitation, harassment, or sexual harassment of a student or minor;  
or
- b) violence, harassment or sexual harassment with any connection to the workplace, or to a work or school related activity.

Such a record will be kept in a locked cabinet, separate from the personnel file.

**Section 3.6** No document related to discipline of an employee shall be kept in any file other than the personnel file and the file in Section 3.5 of this Article. Supervisors may keep working files containing copies of prior evaluations, material related to evaluation for the current year and material related to current investigations of alleged misconduct. All material, other than past and current evaluations, will be destroyed or sent to Human Resources at the completion of an investigation or at the end of the school year whichever occurs first. Training files may be kept which only contain records of training and licensing required by law or District policy.

## **Section 4 - Employment Procedures**

**Section 4.1** Each newly hired, part-time (less than twelve-month) employee shall remain in a probationary status for a period of one hundred eighty (180) working days following the District hire date. Each newly hired full-time (twelve-month) employee shall remain in a probationary status for a period of two hundred forty-eight (248) working days following the District hire date. During this probationary period, the District may discharge such employee at its discretion. At any time after forty-five (45) days, the employee and supervisor will meet to review performance. Specific concerns will be addressed, and support will be provided when necessary as determined by the supervisor. Except as required by law, hire date for this and other references in the agreement shall be the day assigned, by Human Resources, to the employee's job classification. If more than one employee is being hired into the same classification at the same site on the same day, they will be assigned in order of their seniority within the District, all other factors being equal.

**Section 4.2** At the end of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

**Section 4.3** Change of job classification and/or change of department shall not reinstate the probationary period described herein.

**Section 4.4** An employee who is resigning shall give two (2) weeks' notice. A retiring employee shall give at least four (4) weeks' notice. A terminating employee shall receive benefits to which she/he is entitled.

**Section 4.5** Prior to reporting to duty for new employees and by October 15 for continuing employees, employees shall be notified in writing of their work status. Such notice shall include, as a minimum, the following information:

- 1) The basic number of hours assigned at the beginning of the work year, subject to change pursuant to program needs. If change occurs, the employee will be notified in writing of new hours.
- 2) The number of days to be worked during the work year.
- 3) Rate of pay and position on the salary schedule.
- 4) Number of paid holidays.
- 5) Number of vacation hours to be accumulated during the current work year.
- 6) Number of accumulated sick leave hours.

The District shall notify employees of their basic benefits entitlement once the basic benefits pool has been determined in the fall of each year.

The District shall provide each new employee covered by this Agreement a copy of the personnel action form in regards to their position (including a copy if changes are made).

**Section 4.6** The District shall make a reasonable effort to include an Association employee from the work site or department for which a new employee is to be hired on the interview team selected to make the hiring recommendation (i.e., the head custodian under whom the new employee will be assigned, office manager, lead person etc.)

**Section 5 - Employee Evaluation Procedure**

**Section 5.1** All employees new to the District will be formally evaluated during the probationary period by the designated administrator.

**Section 5.2** Each employee shall receive a mid-year check (approximately in January/February) to discuss strengths and areas for growth. The administrator may receive input as appropriate.

**Section 5.3** Each 10-month employee shall be evaluated annually on or before June 1 by the designated administrator, with input from such other staff, as the administrator deems appropriate.

**Section 5.4** Each 12-month employee shall be evaluated annually on or before August 1 by the designated administrator, with input from such other staff as the administrator deems appropriate.

**Section 5.5** Each evaluation will address an employee's work performance focusing on strengths and areas for growth with specific suggestions where appropriate. Even when overall performance is satisfactory, suggestions for improvement will support an employee's continuous professional growth.

**Section 5.6** Prior to the completion of the annual evaluation form, the designated administrator and employee shall meet to discuss the contents and finalize the annual evaluation. An example of the form is available through the District intranet website, the employee's supervisor and/or the Human Resource office.

**Section 5.7** Upon completion of the conference the designated administrator and the employee shall sign and date the evaluation. The signature of the employee indicates that the employee has seen the evaluation and does not indicate the employee agrees with the content.

**Section 5.8** The employee shall have the right to attach a written explanation to the annual evaluation which shall be permanently attached, provided such written explanation is given to the designated administrator for attachment within ten (10) working days of receiving the signed evaluation form.

**Section 5.9** A copy of the written evaluation will be placed in the employee's personnel file and a copy will be given to the employee upon signature.

**Section 5.10** When performance deficiencies are significant enough to potentially jeopardize an employee's continued employment, the responsible evaluator will support the employee in the following manner:



- 1) meet with the employee to discuss the issues of concern and possible solutions, which may include representation from the Association upon the employee's request.
- 2) propose a written plan for improvement which identifies the specific performance deficiencies, a specific and measurable level of improvement which must be demonstrated for continued employment, and the resources and supports which will be offered to the employee to improve the employee's performance.
- 3) ask for and consider input from the employee on the elements in the plan of improvement.
- 4) identify a reasonable period of time for the employee to demonstrate improvement;
- 5) provide regular, periodic feedback to the employee during the period of time identified for the employee to demonstrate improvement; and
- 6) evaluate the employee's performance after the period of time for the employee to demonstrate improvement and document either improvement justifying continued employment or a recommendation to the superintendent that the employee be terminated for poor performance.

## ARTICLE IV

### WORKING CONDITIONS

#### Section 1 - Hours of Work and Overtime

- Section 1.1** The standard work year for twelve (12) month classified employees consists of two hundred sixty (260) days. In those years that contain more than 260 days, 12-month employees will have additional non-workday(s) which will be scheduled concurrently with the fourth of July holiday. In the years that contain 260 workdays only, 12-month employees will receive an additional paid, non-workday scheduled concurrently with the fourth of July. The District will provide a calendar at the beginning of each year reflecting the designated non-work day(s).
- Section 1.2** The normal workweek shall consist of five (5) consecutive days, followed by two (2) consecutive days of rest; provided, however, the normal work week may vary, if mutually agreed upon by the employee and supervisor, and may consist of four (4) consecutive days followed by three (3) consecutive days of rest.
- Section 1.3** Each employee shall be assigned to a definite and regular shift and work week, which shall not be changed without prior notice to the employee of two (2) calendar weeks; provided, however, this notice may be waived by the employee. During an emergency, or for a period of short duration when a job cannot be completed during the regular shift, the shifts may be temporarily altered.
- Section 1.4** A regular full-time shift shall be eight (8) hours of work, including a fifteen (15) minute first half and a fifteen (15) minute second half rest period; provided, however, regular full-time shifts may be ten (10) hours of work including a twenty (20) minute first half and fifteen (15) minute second half rest period. An appropriate meal period shall be granted not to exceed one (1) hour. The meal period shall be outside the eight (8) hour shift. Employees working less than a full-time shift shall be granted a fifteen (15) minute rest period for each consecutive four (4) hours worked.
- 1.4.1** Regular employees working five or more hours per day shall have a thirty- (30) minute duty-free meal break.
- 1.4.2** Non-bus-driving eight (8) hour shifts shall not be split, except by mutual consent of the employee and employer.
- Section 1.5** Mandatory Employee staff meetings called at off shift hours will be paid at the employee's regular hourly rate for a minimum of one (1) hour.
- 1.5.1** Mandatory employee meetings called at off shift hours by the Director or Supervisor of Transportation pertaining to transportation-specific issues will be paid at the employee's regular hourly rate in fifteen (15) minute increments for a minimum of fifteen (15) minutes.
- Section 1.6** Employees called back at a time noncontiguous with the employee's normal work shift (such as custodian to check on lights, boilers, etc.) shall receive a minimum of two (2) hours at the overtime rate.

Paid voluntary activities, such as opening gates for community schools, shall not be defined as a call back and shall be paid a minimum of one (1) hour.

Employees who interview or test for a position in the District before/after their own work shift shall do so on their own time.

**Section 1.7** On or before October 1, the building administrator, supervisor and paraeducator(s) will meet to schedule paraeducators in such a way as to provide appropriate preparation time including critical District/building communication.

## **Section 2 - Inclement Weather**

In the event that it becomes necessary to close or delay the schools because of inclement weather, the District shall notify media sources in the area by 6:00 a.m. This provision does not preclude the District from closing the schools in the event an emergency develops after 6:00 a.m., or if further evaluation of developing hazardous conditions warrants closure. Employees not working because of inclement weather will not be paid.

Employees who report to work because the District failed to notify media sources by 6:00 am, or as soon as reasonably possible in the event of weather or road conditions which are developing, shall receive a minimum of two hours pay.

### **Section 2.1 (Designation of Critical Employees)**

On or before October 1, building/department administrators will meet with the designated critical and alternate critical employees to develop a plan to provide coverage at the sites during inclement weather. A list of critical employees will be posted at the worksite.

### **Section 2.2 (School Delay or Early Dismissal)**

In the event of delayed opening or early dismissal due to weather, **ten-month employees who have not been designated as critical employees** may choose to work the lost hours at times agreed upon with the supervisor and at duties directed by the supervisor within their job descriptions or other duties that are mutually agreeable or request applicable leave.

**Twelve-month employees who have not been designated as critical employees** and who are unable to get to work during a school closure for inclement weather may use personal leave, annual leave or may request emergency leave.

**Critical employees** who are required to report to work prior to their regular shift start time on days when school is delayed due to inclement weather, shall be paid at the double-time rate for the hours worked prior to their regular shift start time. Hours worked during the regular shift shall be compensated at the regular rate of pay. An administrator will determine the early start time.

### **Section 2.3. (School Closure)**

**Ten-month critical employees who are required** to report to work when schools are closed due to inclement weather shall be paid at the overtime rate for the hours worked as determined by the administrator.

**Twelve-month, eight hour critical employees** will work five (5) hours and twenty (20) minutes and be paid for eight (8) hours equaling overtime rate. When an administrator determines that an emergent situation requires employees to remain on the job for more than the five (5) hours and twenty (20) minutes, the employee will be paid at the overtime rate for the number of hours worked. Whenever possible, the employee will be notified in a timely manner of the additional time needed to complete the job.

### **Section 3 - Overtime/Compensatory Time and Extra Hours**

**Section 3.1** Overtime rate is defined as being one and one-half (1 1/2) times the employee's regular hourly rate. All overtime will be pre-approved by the supervisor.

Extra hours are defined as additional hours that do not result in overtime pay. All extra hours will be pre-approved by the supervisor.

Comp time is defined as the time that occurs when an employee works more than eight (8) hours per day or forty (40) hours per week. Comp time will be accrued at time and one-half (1 1/2). All comp time will be pre-approved by the supervisor.

**Section 3.2** Assignment of Overtime: (See Article IV, Section 2.1. for definitions). Except for drivers and bus assistants, extra hours and overtime shall be assigned to the employee that is doing that particular work during regular hours at the work site. Other overtime and extra work will be offered to the senior qualified employee on a rotational basis (within the job classification at the work site).

**Section 3.3** An employee need not be assigned overtime if there is an employee in the classification at the job site who can do the needed work as extra hours.

**Section 3.4** Weekly church service overtime/extra hours will be offered to the senior qualified person at the site on an annual rotational basis. Rotational cycle will be September 1 to August 31. Upon completion of the church service rotation cycle, the employee will be placed at the bottom of the rotation list and the offer will be made to the next senior employee for the upcoming year.

An employee who accepts such an assignment is responsible for the satisfactory completion of the work, obtaining a substitute when one is required, and shall give not less than two weeks' notice before leaving the assignment.

**Section 3.5** Non-bus driving employees will be compensated (paid or accrual of compensatory time) at time and one-half beyond eight (8) compensated hours per day or forty (40) compensated hours per week.

Bus drivers will be compensated at time and one-half beyond forty (40) hours per week.

All hours worked in excess of eight (8) hours for a single extra run or activity run for bus drivers shall be compensated at the overtime rate.

Employees working four (4), ten (10) hour days will be compensated at time and one-half beyond ten hours per day (of the four (4) days) worked or forty (40) hours per week).

All compensated hours in excess of forty (40) hours per week shall be compensated at the overtime rate.

**Section 3.6** An employee may, by prior agreement with the supervisor, take compensatory time off in lieu of overtime pay (as defined in section 2.5) for hours worked beyond the employee's normal work shift. Compensatory time, if granted, may be accrued to a maximum of twenty-four (24) hours provided that such time shall be recorded on the employee's compensatory time sheet. Once compensatory time is at maximum, all additional overtime shall be paid. Hours in excess of forty (40) hours per week shall be accrued at the rate of one and one-half (1½) hours for each such hour worked. Other time in excess of the normal work shift, and under eight (8) hours per day, will accrue at straight time.

#### **Section 4 - Employee Protection**

**Section 4.1** The District shall provide such insurance for the protection of employees as is required by Washington State Law.

**Section 4.2** When an employee's job responsibilities necessitate protective clothing, it shall be provided and laundered by the District.

#### **Section 5 - Work Clothing /Uniforms**

**Section 5.1** The District will provide work clothes for Grounds, Warehouse, Maintenance and Custodians as follows:

Upon Hire:

Three (3) shirts and \$200.00 towards work pants and/or appropriate footwear: Grounds, Warehouse, Maintenance, Head Custodians and General Custodians.

Three (3) shirts: General Custodians

After successful completion of probation, the District will provide a jacket for Grounds, Warehouse, Maintenance, Head Custodians and General Custodians.

Each Year Thereafter:

One (1) shirt, with an additional shirt upon request - \$200.00 towards work pants and/or appropriate footwear: Grounds, Warehouse, Maintenance, Head Custodians and General Custodians.

One (1) shirt with an additional shirt upon request: General Custodians.

- Section 5.2** The District will continue to provide work clothes (shirt, pant or coveralls) and laundry service for the Vehicle Shop.
- Section 5.3** The District will provide shirts and a jacket for security staff.
- Section 5.4** Supervisors and one Association representative from each of the above-mentioned classifications will work together to determine the appropriate vendors for work clothes.
- Section 5.5** Employees in classifications as described in 4.1, 4.2., and 4.3. above will wear work clothes/uniforms on a daily basis.
- Section 5.6** Grounds Crew workers shall be provided work gloves and rain gear at District expense.
- Section 5.7** For security purposes, as clothing identified with a District logo is no longer suitable for use, it must be returned to the supervising administrator. Employees leaving the District must return all clothing identified with a District logo to the supervising administrator.

#### **Section 6 - Required License Fees/Permits**

- Section 6.1** The District will reimburse employees for fees paid by the employee to a regulatory agency for initial testing and/or required annual license or permit required as a condition of continued employment, except for regular Washington State Drivers' license.

#### **Section 7 - Tools**

- Section 7.1** The District shall provide mechanics, maintenance employees, grounds crew and custodians with the proper tools and equipment necessary for them to carry out their responsibilities at no cost to the employee.

#### **Section 8 - Spray Provisions**

- Section 8.1** Grounds crew employees assigned to perform spray/pesticide duties will be supplied all state required equipment for safe and proper application of the specific product. The employee may not apply product without such required equipment.
- 8.1.1** Training shall be provided to employees assigned to spray/pesticide work details.
- 8.1.2** After application, the employee will be provided, as part of his/her workday, a reasonable cleanup or rinse-off time.

#### **Section 9 - Airlift, Ladder Training**

- Section 9.1** Employees who are required to use, install and/or operate any airlift, basket truck, scaffolding or other lifting or climbing device, shall do so in accordance with current OSHA guidelines. Prior to use, appropriate training in the use, installation and operation of the device will occur. The device will be inspected and certified in accordance with applicable law.

**Section 10 - Community Schools**

**Section 10.1** Custodial work needs shall be considered when scheduling Community Schools during the winter, spring and summer breaks.

**Section 11 - Job Sharing**

**Section 11.1** The District will consider job sharing whereby two employees may share one position. The decision to grant the request rests with the District. Request for job share must be submitted by May 1 each year.

**Section 12 - Compensation for Committee Activities**

**Section 12.1** Employees participating in Shared Decision-Making Team (SDM) shall be paid at the rate set by the Shared Decision-Making Team Committee.

**Section 12.2** Employees voluntarily serving on an interview team or other District committee, off shift hours, shall not be compensated unless other members of the committee receive extra compensation for participation.

**Section 13 - Shared Decision-Making**

**Section 13.1** All sites will have a Shared Decision-Making Team (SDT) in order to facilitate effective and efficient shared decision-making. Specific organization, member selection criteria, procedures, and goals are to be determined by individual sites.

**Section 13.2** A District Shared Decision-Making Committee (DSDC) will determine appropriate SDT guidelines and operating principals for the District. The DSDC will assist teams with training as needed. DSDC composition and responsibilities are outlined below.

The DSDC shall include: two (2) administrative members as appointed by the Superintendent; three (3) Association members as appointed by the CKESP President; and all other groups will have an opportunity to be represented proportionally with not less than one member each (CKEA, CKPTA, School Board, and the non-organized employees). The Superintendent and the CKESP President shall serve as a non-voting member. The DSDC shall be responsible for determining a membership rotation process to ensure continuity. The DSDC will write a mission statement and establish its own procedural rules (including selection of a chairperson and meeting minutes).

The DSDC will meet annually to establish a regular meeting schedule. If DSDC work exceeds the regular workday, members will be compensated at the District hourly rate, from the available Shared Decision-Making funds.

The DSDC will be a collection point for building guidelines and distribute building SDT annual allotments.

- 1) Perform program evaluation of the overall District shared decision-making process and provide guidance to the SDT's in accordance with the DSDC mission/goals to further empower individual teams.
- 2) Provide training in the skills necessary to develop and implement an effective shared decision-making process.
- 3) Provide guidance and conflict-mediation to SDT's as requested.

**Section 13.2** SDT funds are allotted per employee. The total allotment shall be \$34,000, which will be distributed to the sites based on the number of bargaining unit employees at the site on October 1. Employees working at more than one site will be funded at one site only.

**Section 13.3** Any waiver request of contract language will be presented to the Association for approval prior to implementation. This waiver request must be signed by 2/3rds of the classified employees whose contractual rights under the collective bargaining agreement would be changed by the waiver.

Each Letter of Agreement will be for the present school year only. For continuation, a new request must be submitted.

**Section 13.4** All SDT decisions will be in compliance with applicable law.

**Section 13.5** No employee shall be excluded from the bargaining unit, with regard to the Labor Relations Act, because of her or his participation in an approved Shared Decision-making body.

If any aspect of an SDT decision is found to be contrary to the terms of the collective bargaining agreement, it will not be implemented unless a Letter of Agreement is obtained. (See Section 12.3. above).

## **Section 14 - Technology on District Vehicles**

**Section 14.1** The use of video cameras on school vehicles transporting students is for the purpose of student management/discipline, safety, and driver training only.

Video recording may not be used in the formal evaluation process. There will be no inappropriate monitoring of video recordings by the District to target individual employees. If the District uses video data in a disciplinary matter, then the discipline must stem from a "qualifying event" and must be based on just cause. A "qualifying event" means that the District has received information that raises an issue about a student, staff member, or route. Examples of "qualifying events" may include but are not limited to the following circumstances: (1) a police inquiry or call regarding a driver; (2) a report from school staff, student, parent or citizen; (3) an allegation made about a staff member; (4) an underlying report or complaint about student conduct in the vehicle.

Video may be used like any other evidence in cases involving safety concerns or allegations of employee misconduct but shall not be used to monitor employee performance arbitrarily. The Association President may have access to the video recordings during normal operating hours from any management staff.



**Section 14.2** The information obtained by Global Positioning System (GPS) will only be used for legitimate business, guidance, or training purposes. It is understood that disciplinary actions against and excessive monitoring of employees is neither a primary purpose nor an intended result of the GPS equipment. The Association and the District also agree:

**14.2.1.** There will be no inappropriate monitoring of the GPS by the District to target individual employees for violations of District policies or procedures to target individual employees.

1. Any minor infraction such as “idling,” and “off route,” that if verified by GPS, will not count as a first offense for the purpose of progressive discipline. If there is a second minor infraction for the same or similar issue, disciplinary action may result.
2. If the District uses GPS data in a disciplinary matter, the discipline must stem from a qualifying event and be based on just cause.
3. A qualifying event means that the District has received information that raises an issue about a particular driver or route. Examples of “qualifying events” may include but are not limited to the following circumstances:
  - A police inquiry or call regarding a District vehicle or driver;
  - A student, parent or citizen complaint or inquiry;
  - An observation by a supervisor or citizen;
  - A review of a regular report such as an idling report that is run for all drivers and that occurs on a regular basis.

The Association will be notified of any new GPS software applications purchased by the District.

## **Section 15 – Technology/Camera System**

**Section 15.1** The use of video cameras on district property is for the purpose of student management/discipline, safety and security for staff and students. Video recordings may be used for training purposes.

Video recording may not be used in the formal evaluation process. The District will not inappropriately monitor video recordings to target employees. If the District uses video data in a disciplinary matter, the discipline must stem from a “qualifying event”, and must be based on just cause. A “qualifying event” means the District has received information that raises an issue about a staff member, student, or incident. Examples of “qualifying events” may include but are not limited to the following circumstances; (1) a law enforcement inquiry or call regarding staff or student(s); (2) a report from staff, student, parent or citizen; (3) an allegation made about a staff member; (4) an underlying report or complaint about student conduct.

Video may be used like any other evidence in cases involving safety concerns or allegations of employee misconduct, but shall not be used to monitor employee performance arbitrarily. Human Resources will inform the CKESP Association President before HR accesses video recordings for any investigation of alleged misconduct. The CKESP Association President may have access to the video recordings during normal operating hours from any management staff.

## ARTICLE V

### SPECIAL PROVISIONS FOR TRANSPORTATION EMPLOYEES

#### Section 1 - Pre-Trip and Layover Time

**Section 1.1** In addition to driving times, bus drivers shall receive thirty (30) minutes each workday for the purposes of pre-trip inspection, post-trip inspection, maintaining the bus in a clean and orderly condition, and routine duties.

**Section 1.2** If there are less than sixty (60) minutes layover time between assignments, the shift of a bus driver or a bus assistant shall continue uninterrupted for such layover time, not to exceed thirty (30) minutes.

#### Section 2 - Guarantee

**Section 2.1** Prior to the end of each school year, the District shall schedule the bidding dates for all core and midday runs for the next school year. A core run is defined as an am/pm run. All runs shall be posted prior to bid for bus drivers and bus assistants to review.

**Section 2.2** Bidding for runs shall occur during the summer months and will be scheduled within five (5) working days of the mandatory in-service. Bus drivers and bus assistants shall be paid fifteen (15) minutes for bidding time and shall bid for runs on the bid date by appointment with the most senior bus driver or bus assistant bidding first. Bus Drivers and bus assistants will first bid a core run and then can immediately bid any available midday assignment as long as the total of the combined runs do not put them over forty (40) hours per week. Each subsequent bus driver or bus assistant, in seniority order, shall then bid their runs until all available runs are assigned. Bus drivers and bus assistants may bid on a combination of any runs. The core runs may not be split.

**Section 2.3** The parties recognize that a variety of situations, including changes in student populations, can cause an alteration in run times. If a reduction in time occurs, it is the bus drivers' and bus assistants' responsibility to notify the transportation administrator or designee immediately of their availability for other assignments. From September 1 to October 31, bus drivers and bus assistants will be guaranteed their bid hours and then, from Nov 1 through the rest of the school year, bus drivers and bus assistants will be guaranteed their determined FTE work hours. Bus drivers and bus assistants must work the guaranteed time as assigned by the transportation administrator or designee. Bus drivers and bus assistants may, if they choose, request under-average bid hours (leave without pay) in lieu of working guaranteed time if there are no student or other critical needs as determined by transportation administrator or designee. Approval of all such requests will be at the discretion of the transportation administrator or designee.

### **Section 3 - Special Runs**

The following shall apply to all trips other than regularly assigned daily runs.

**Section 3.1** All extra trips shall be divided into four categories: A - Short trips of one (1) to four (4) hours; B - Long trips of more than four (4) hours; C - Overnight trips; and D - Trips of less than one (1) hour. Trips of less than one hour shall be assigned by the transportation administrator, or designee, without posting on the rotation board.

**Section 3.2** Rotation lists shall be posted for A, B, and C categories. Such lists will consist of those bus drivers who sign up to be placed on any or all such lists. A and B lists shall be arranged each school year by the seniority of bus drivers who sign up for them. The overnight list shall be continuous from year to year.

**Section 3.3** All newly hired and reinstated bus drivers shall be placed on the rotation list in seniority order and must wait one complete rotation before becoming eligible for a trip.

**Section 3.4** If the transportation administrator or designee determines that there is adequate staffing, trips will be posted on the trip board. If possible, trips will be posted at least forty-eight (48) hours (excluding Saturday and Sunday) prior to scheduled departure time, and overnight trips shall be posted five (5) days in advance. Employees are to sign up for the trip no later than 10:00 a.m. on the day the trip is assigned.

**Section 3.5** When a bus driver is in rotation for a trip, the driver has the option of accepting or refusing the trip. If accepted, the transportation administrator or designee inserts the trip number on the list, and completion of the trip becomes the responsibility of the driver. If the trip is refused, the driver's name will be bypassed for the one rotation of applicable list and the next eligible driver will be advised of the trip.

**Intent:** The Association and District have a common understanding that the primary function of the Transportation Department is to transport students to and from school and home. In order to ensure that school trips can occur, the Transportation Department administrator or designee will have the flexibility and authority to make "contacting" decisions with outside sources as needed. As staffing allows, our interest is to ensure the CKSD drivers transport our students.

**Section 3.6** In the event an extra trip should be canceled, the bus driver shall be paid one (1) hour report time, unless the bus driver is able to complete their regular run and the bus driver's name remains open on the roster for the next unassigned extra trip. If a trip is returned to the trip board for any reason other than as outlined in Section 3.7 below, the bus driver returning the trip shall forfeit the next rotation on that trip board.

**Section 3.7** Should a bus driver's name come up on more than one rotation list at the same time, acceptance of one of the trips does not cancel the others unless such bus driver could not meet the scheduled departure times due to a conflict with the other extra trips. Should the trip times conflict, the eligible bus driver shall have a choice of the trips.

**Section 3.8** All extra trips shall be compensated at the bus driver's regular hourly rate for the duration of the trip, except as noted in Article IV, Section 2.5.

**Section 3.9** A fleet mechanic may accompany as a driver/mechanic to perform emergency repairs on out-of-district trips involving four (4) or more buses to one (1) destination, traveling in excess of one hundred and fifty (150) miles round trip.

**Section 3.10** Bus drivers must sign up for ski trips no later than November 10. Ski trip bus drivers will be selected by December 1 by seniority.

Bus drivers may sign up for any number of ski trips, according to the current ski seniority list.

Once ski school begins, bus drivers will not be eligible to take long (B) extra trips for the duration of their selected time.

**3.10.1** Bus drivers, driving ski trips without previous experience, will be paid for District-directed on-the-job training.

**Section 3.11** On overnight trips, bus drivers shall be compensated at the regular hourly rate plus overtime where applicable for the duration of the trip. Twelve (12) hours of meal and sleeping time is to be deducted without pay, provided the employee is not required to work during the time so designated. Should a bus driver be required to work during the aforesaid twelve (12) hours, the bus driver will be compensated at the appropriate hourly rate plus overtime where applicable. Meals and lodging shall be provided by the District at approved rates. Upon employee request a draw of 80% of the anticipated cost of meals shall be provided to the employee by the District.

#### **Section 4 - Load Capacity**

**Section 4.1** The District shall post the state-established load capacity in each bus and District vehicle, used to transport students.

#### **Section 5 - Runs**

**Section 5.1** All runs shall be posted annually by the transportation administrator or designee.

**Section 5.2** On or before November 1 of each year, bus drivers and bus assistants, in seniority order and according to District procedure, shall bid annually their year's assigned route provided such bus driver meets licensing requirements.

**5.2.1** Bus drivers and bus assistants shall be paid fifteen (15) minutes for bid time.

**5.2.2** Bus drivers or school bus driver-qualified bus assistants may sign-up for additional driving time posted daily (white board) at any point during the school year if it does not affect their current assignment.

**Section 5.3** Vacant regular or temporary runs which are expected to last twenty (20) or more days shall be posted promptly for three (3) days within the department and filled within ten (10) days of posting as regular or temporary runs.

**5.3.1** Current transportation department employees (excluding temporary or substitute) can apply for positions that are temporary due to leave replacement when the following criteria is met:

- The employee filling a temporary leave replacement must remain on the temporary run until the original employee returns, or the end of the school year, whichever comes first. At that point, the employee filling the temporary position will then return to their original position.
- Must be an increase of thirty (30) minutes or more per day for the employee.
- Leave replacement runs will be posted for three days and filled by seniority.
- Another employee can apply for that employee's temporarily vacated position if it will be an increase of thirty (30) minutes or more for the second bus driver.
- Resulting moves are limited to only two employees for each initial leave replacement.
- Employees filling leave replacement positions are eligible to apply if a non-temporary position in the same classification becomes open and is posted.
- In order to be eligible to sign up for an open position, the employee must be currently serving, or must have served in the classification of the position that is being filled.

**5.3.2** In the absence of a bus driver or bus assistant, the transportation administrator or designee, will make a good faith effort to assign available work to bus drivers or bus assistants by seniority, as long as the extra work does not conflict with that employee's regular assignment. Additional factors may be considered such as the time available to make the assignment, and cost (additional layovers, overtime, mileage etc.).

**Section 5.4** Transportation substitutes shall be evaluated periodically and will receive feedback on their performance. The ability and experience of substitutes with the District will be considered when assigning substitutes and hiring new bus drivers and bus assistants.

## **Section 6 - Bus Assistants**

**Section 6.1** Bus assistants with a Commercial Driver License (CDL) shall have priority for temporary assignment as the bus driver on the bus to which they are assigned to assist. Bus assistants with a CDL shall be considered for assignment to vacant bus driver positions based on demonstrated skill and experience in driving school buses.

**Section 6.2** The District shall review each written request for assignment of a bus assistant within five (5) working days of such request.

**Section 6.3** Bus assistants must have the same medical training as bus drivers and are required to have basic first aid training.

## **Section 7 – Bus Cleaning**

**Section 7.1** All bus drivers will be responsible for end-of-year bus cleaning. They will receive up to two (2) hours of pay for small buses, up to two-and-one-half (2.5) hours of pay for mid-size buses, and up to three (3) hours of pay for large buses.

## ARTICLE VI

### SUBSTITUTES, TEMPORARY EMPLOYEES AND SUPPLEMENTARY HELP

#### Section 1 - Substitute Personnel Provisions

**Section 1.1** Substitutes are covered by the terms of the collective bargaining agreement except as listed below:

- Dues
- Seniority
- Transfer
- Leaves
- Medical Benefits
- Vacation
- Holidays
- Evaluations
- Employee Personnel File
- Layoff and Recall
- Article XIII Grievance Procedure

**Section 1.2** Substitute personnel may be assigned to replace regular employees absent from work and to fill a new or vacant position during the time it takes to fill such position or through reorganization of employee duties.

Personnel substituting in a position will not have rights over regular employees applying for the position.

**Section 1.3** A substitute's rate of pay will be 90% of step one (1) on the classified salary schedule of the position in which they are substituting.

**Section 1.4** Substitute employees may be removed from the substitute list at the discretion of the District.

#### Section 2 - Temporary Employees

**Section 2.1** A temporary employee shall be defined as an individual who is not a current employee and who is hired to a posted temporary position.

**Section 2.2** Following successful completion of the probationary period, a new employee filling a temporary position will accrue seniority retroactive to his/her hire date. Accrued seniority remains available for use only if employment for the following school year is secured by the ending date of the temporary position.

**Section 2.3** New employees hired for the current school year and filling temporary positions are not eligible for lay off and recall rights (Article IX, Section 4)

**Section 3 - Student Help**

**Section 3.1** The District may hire students of the District to perform work with educational value to students. Student help is not subject to any term or condition of this Agreement. A student will not replace a regular employee.

**Section 4 - Supplemental Help**

**Section 4.1** The District may employ supplemental help paid on the first step of the applicable range for work done.

**Section 4.2** No other benefits shall be provided than those conferred by law.

**Section 4.3** No such service will replace positions or hours of employees covered by the Collective Bargaining Agreement between the parties, nor shall it replace services which would otherwise be performed by employees on layoff.

**Section 4.4** Bargaining unit members shall have preference for initial placement for such services on a District-wide seniority basis, subject to the employees' ability to perform the service, and application for the service.

**Section 4.5** The District shall post and provide the Association President or designee, the number, projected schedules, duties and assigned supervision of positions to be filled hereunder.

**Section 4.6** No bargaining unit member may hold a position hereunder which, with other District assignments, would necessitate overtime pay, and nothing contained herein shall serve to extend benefits (other than pay) of bargaining unit members except as required by law.

## ARTICLE VII

### HOLIDAYS AND VACATIONS

#### Section 1 - Holidays

**Section 1.1** All employees shall receive the following paid holidays that fall within their work year:

New Year's Eve Day	Veterans' Day
New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Day after Thanksgiving Day
Presidents' Day	Christmas Day
Memorial Day	Day before or after Christmas
Independence Day	(to be designated by the District)
Labor Day	

**Section 1.2** When a holiday falls on Saturday or Sunday, the preceding Friday or the following Monday shall be considered the holiday, as identified on the approved school calendar.

**Section 1.3** Un-worked Holidays: Employees shall receive pay equal to their normal work shift at their rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either their last scheduled shift preceding the holiday or their first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such un-worked holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of illness the employee was unable to work on either of such shifts, and the employee's absence previous to such holiday by reason of such illness has not been longer than thirty (30) regular workdays.

**Section 1.4** Worked Holidays: Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus one and one-half (1 ½) times their regular rate for all hours worked on such holidays.

**Section 1.5** An employee's paid holiday shall count when determining the workweek for overtime purposes.

#### Section 2 – Vacations

**Section 2.1** Each twelve (12) month employee who has completed one (1) through five (5) years of service with the District will be granted fifteen (15) days paid vacation per year. Each twelve (12) month employee shall be granted one (1) additional day of paid vacation for each year of service completed thereafter to a maximum of twenty-five (25) days paid vacation. A full-time employee shall be defined to mean a twelve-month, eight-hours-per-day, 2080-hour per year employee.



Each twelve (12) month employee’s vacation time for the first five (5) years of service shall be earned at the rate of one (1) hour for each 17.4 regularly assigned hours. After five (5) years of service, as stated above, the ratio of regularly assigned hours to one (1) hour earned will decrease by eight (8) regularly assigned hours per year. This scale is arrived at by using the 15 days per year (120 hours) that a full-time employee (2,080 hours, 260 X 8, 12-month employee works) earns the first 5 years of employment then extending the number of days allowed - 1 day (8 hours) for each additional year the employee remains on the job. See chart below:

Leave Table – Classified 12 Month Employee

1 <sup>st</sup> -5 <sup>th</sup> year.....	17.40
6th year.....	16.31
7th year.....	15.35
8th year.....	14.50
9th year.....	13.74
10th year.....	13.05
11th year.....	12.43
12th year.....	11.86
13th year.....	11.35
14th year.....	10.88
15th year.....	10.44

**2.1.1** Each employee will earn vacation time on a monthly basis from the date of hire.

**2.1.2** Vacation credit may accumulate to thirty (30) days carryover. Vacation credit accumulated in excess of thirty (30) days must be used by August 31 of each year. After one (1) year of employment, up to thirty (30) days of vacation that has been earned, but not used, will be payable to the employee on termination of employment in accordance with Article X.

All vacation requests may be scheduled upon administrator approval. Leave requests that exceed three (3) consecutive workdays must be submitted to the supervisor at least four (4) weeks in advance to request approval. All requests for summer vacation (for leave taken between June 1 and September 15) shall be submitted to the administrator by May 1. This section does not preclude employees from requesting vacation as situations arise outside these time frames. Vacation requests will be considered on a first come first served basis.

Leave requests will be approved or denied in writing within ten (10) days of the request deadline. If an employee is required by the supervisor to cancel an approved leave and cannot reschedule for a reasonable time, the employee will be compensated at the overtime rate for any days over thirty (30) which the employee would otherwise lose.

**2.1.3** Twelve (12) month employees may use vacation time during the school year. Permission for vacation time must be applied for in accordance with Sub-Section 2.1.2. Such vacation hours may be covered by substitute employees.

## ARTICLE VIII

### LEAVES

#### Section 1 – Leave Calculation

**Section 1.1** In order to determine an employee day, leave is calculated on the employee's total number of regularly scheduled work hours per week divided by five (5).

#### Section 2 - Sick Leave

**Section 2.1** Sick leave will be granted for an employee's personal illness or injury, and/or the illness of members of the immediate household and/or immediate family as defined in Article VIII, Section 3.1. Sick leave shall be earned at the rate of twelve (12) days per year for all employees based on an employee's average regularly scheduled weekly hours. Unused sick leave may accumulate to the legal limit. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. An employee's sick leave balance will be adjusted upon separation or when an employee goes on unpaid leave if the leave is not earned. An employee shall be entitled to the projected number of days of sick leave at the beginning of the year. Sick leave benefits shall be paid on the basis of regular hourly rate applicable to the employee's normal daily work shift; provided, however, should an employee's normal daily rate or work shift increase or decrease during the school year, the sick leave benefit shall be taken at the daily rate and work shift in effect at the time of usage. The accumulated benefit will be expended on an hourly, rather than a daily basis. The District may, on occasion, require verification of the illness by a physician.

**Section 2.2** Sick Leave Attendance Incentive Program: In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration of unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days, provided no employee may receive compensation under this section for any portion of leave for illness or injury which was accumulated at a rate in excess of one (1) day per month.

**2.2.1** So long as sick leave buy back is authorized by the state at the time of separation from School District employment due to retirement or death, an eligible employee or the employee's estate shall receive remunerations at a rate equal to one (1) day's current monetary compensation for each four (4) full days accrued leave for illness or injury, provided no employee may receive compensation under this section for any portion of leave for illness or injury which was accumulated at a rate in excess of one (1) day per month.

**Section 2.3** Sick leave earned and unused in all school Districts, Educational Service Districts or the State Superintendent's Office within Washington State shall be credited to the employee's sick leave account.

**Section 2.4** In accordance with Washington State Law (RCW 51.32.090 (8)), an employee may choose to use sick leave and receive Worker’s Compensation time loss payments (see Article XI, Section 3.2.) for the same period of disability.

**Section 3 - Bereavement Leave**

**Section 3.1** Definitions as follows:

- A. Immediate Household - All people living in the same family unit, not necessarily relatives.
- B. Immediate Family - Husband, wife, brother, sister, parent or child, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, or mother-in-law, grandparent, grandchild, but not necessarily in the same household.
- C. Not-Immediate Family - Niece, nephew, aunt, uncle, or close friend.

**Section 3.2.** Leave:

A maximum of five (5) days leave with pay will be allowed in the event of a death in the "Immediate Household" or "Immediate Family". Death in the "Not Immediate Family" will be occasion for up to one (1) day leave with pay. If extenuating circumstances require an extension of time, the employee may request an emergency leave pursuant to Article VIII, Section 4.1. and 4.2.

**Section 4 - Emergency Leave**

**Section 4.1** Emergency leave is deductible from sick leave and is non-cumulative and may be granted when the following conditions exist:

- A. The problem must be suddenly precipitated, must be of such nature that pre-planning is not possible, or where pre-planning cannot relieve the necessity for the employee's absence.
- B. The problem cannot be one of minor importance or of mere convenience but must be serious.
- C. The usage may be for religious observances; up to two (2) days of sick leave for religious holidays and services that conflict with work hours or responsibilities and are not already occurring on non-workdays/hours on the classified work calendars.

**Section 4.2** Applications for consideration for emergency leave must be made to the supervising administrator, and then the signed form is sent to Human Resources. Application to Human Resources must be made within seven (7) days after the absence or at least two (2) weeks prior to the religious observance.

Note: Requests shall be submitted via the emergency leave form.

## **Section 5 - Leave Sharing**

**Section 5.1** The District shall provide leave sharing for employees within the school district consistent with CKSD District Policies and Procedures.

## **Section 6 - Parental Leave**

**Section 6.1** Employees may request leave for pregnancy, childbirth, and related temporary needs, to the extent the employee's physician certifies the employee's temporary disability.

**6.1.1** Employees who have adopted a child or to whom a child has been born and who have not taken thirty (30) days leave under Section 6.1., may use up to thirty (30) days of their sick leave for childcare purposes within six (6) months of the birth or adoption.

Any employee desiring to exercise parental leave shall submit the appropriate completed forms to Human Resources at least four (4) weeks prior to the beginning of such leave or in the case of an adoption, the earliest possible time, but not less than one-month prior notice. Within thirty (30) days after childbirth or adoption, the employee shall inform the Employer of the specific day she/he will return to work.

**6.1.2** An employee shall be granted, upon request, a leave of absence without pay for the duration of the current school year; or, in the case of an employee who gives birth or adopts a child between school years, the employee shall be granted, upon request, a leave of absence without pay for the duration of the subsequent school year.

**6.1.3** The employee shall notify the District by May of his/her intent to return to the District the following September. The employee shall be returned to her/his previous position upon completion of parental leave.

**6.1.4** A temporary employee may be hired for the duration of the leave.

## **Section 7 - Judicial Leave**

**Section 7.1** In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. In the event that an employee is a party in a court action, such employee may request a leave of absence.

## **Section 8 - Military Leave**

**Section 8.1** Employees shall be granted military leave in accordance with Chapter 38.40, Revised Code of Washington, as required by law.

**Section 8.2** While on leave, the employee shall retain placement on the salary schedule, including increment advancement if not at maximum for the range, and shall continue to accrue seniority, vacation benefit and sick leave as though employment had been continuous in the District. Upon return from leave, the employee shall be placed in the position last held or a similar position in the District.

## **Section 9 - Leave of Absence**

**Section 9.1** The District shall grant a leave of absence for not less than one calendar year (September 1 to August 31) for leaves for non-medical purposes. The employee shall submit a written request for a leave of absence on or before April 1 of the year preceding the proposed leave. The employee's written request shall contain the purpose and plan for the requested leave.

A leave of absence for less than one year may be granted for student teaching opportunities. The timeframes must coincide with the district student calendar. Student teaching leave will be reviewed upon request.

**9.1.1** The Superintendent and/or designee shall notify the employee in writing of acceptance or rejection by May 1 of the year application was made. At the time of such notification, the letter granting the leave must state requirements for returning to employment. The employee must provide the District with written notice no later than March 1 affirming commitment to return to employment. The District will provide the employee with notification of receipt of intent to return.

**9.1.2** The employee shall retain but not accrue all seniority, salary placement and benefits provided by the Agreement and upon the employee's return to his/her employment.

**9.1.3** The employee's position will not be held during the leave of absence. The Employer will assign the employee to a position comparable to that held prior to taking said leave.

**9.1.4** The District will attempt to notify employees returning from a leave of absence of their work assignment by the end of the current school year. If the employee is offered a comparable position and declines, employment with the District will end.

**9.1.5** If a comparable position is not available upon the employee's return, the employee will be on lay off status per Article IX, Section 4.

**Section 9.2** An employee on leave of absence for work related injury or illness shall be reinstated to their position if returning within one (1) year of the initial granting of such leave and an employee with leave for other medical reasons will be reinstated to their position provided the District agrees in writing to such reinstatement when the leave is granted. An employee on such medical leave may continue to participate in insurance programs covered by this Agreement on a monthly basis to the District as is allowed by the insurance carrier.

**Section 9.3** Extension of leave of absence for illness or injury shall be granted for one additional year or semester on written recommendation of the employee's physician.

## **Section 10 - Public Office Leave**

**Section 10.1** Employees shall be granted, when required, Public Office Leave, without pay, for serving in an elected or appointed position provided such position does not extend beyond two (2) full years. Upon return, the employee shall be returned to his/her former position, if available or a substantially equivalent position with at least equivalent compensation when one is available. He/She shall retain, but not accrue, seniority and salary schedule placement.

**Section 11 - Personal Leave**

- Section 11.1** Each employee shall be granted two (2) days paid leave per year for matters of a personal nature. Employees who have worked for Central Kitsap School District for at least twelve (12) years will be granted a third day of personal leave.
- A. Personal leave shall not be charged to sick or emergency leave.
  - B. Personal leave may be accumulated to a total of six (6) days. The District will buy back the first and second days of personal leave earned during that year at the employee's regular hourly rate upon employee request at the end of the employee's work year. The third day granted to twelve (12) year employees will not be bought back, and no leave accumulated from year to year may be bought back.
  - C. Request for personal leave must be made no less than forty-eight (48) hours in advance of leave.
  - D. No more than three (3) employees at a work site will be granted personal leave on the same day. Personal leave shall be granted on a first come first served basis.
  - E. A qualified substitute employee must be available if needed in order for the leave to be granted.
  - F. Employees may choose to share one (1) day of paid personal leave per year with another classified employee. The donating employee's day will be considered equal to the receiving employee's day regardless of total daily hours for each.
- Section 11.2** Employees will be eligible to cash-out up to three (3) accrued personal days upon retirement.

**Section 12 - Association Released Time Leaves**

- Section 12.1** Association Released Time. The District shall grant, to Association designated employee(s), up to one hundred and fifty (150) hours of paid released time each school year. All such leave is subject to approval of the Superintendent or designee. The Association shall designate such employees to conduct Association business or attend Association activities. The District will be reimbursed for all costs of release, except when release time, during the school day, is of mutual benefit to the Association and the District.
- Section 12.2** Association President's Released Time: Upon request of the Association, the District shall release the Association President up to full-time on an annual basis subject to reimbursement of all costs of such release to the District by the Association. Such Association president's released time shall be in addition to the released time described in Section 12.1. above.
- 12.2.1** Upon completion of the leave, such employee shall be returned to her/his prior assignment which shall include hours and days worked.

**Section 13 - Substitute Coverage**

**Section 13.1** The District will consistently make a good faith effort to provide substitutes within budget to cover absences of office managers, support secretaries, noon assistants, library clerks, custodial employees, and bus drivers.

**Section 14 – Paid Family Medical Leave**

**Section 14** This leave falls under the Washington State Family and Medical Leave and Insurance Act.

To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year.

Such leave will be used consecutively with the employee’s other leave entitlements unless the employee elects otherwise. Any paid leave used concurrently with PFML will be considered a supplemental benefit under the terms of PFML.

Commencing January 1, 2022, the District shall pay the statutory employer wage premium and the employee shall pay the statutory employee wage premium through payroll deduction to fund this leave.

The District will use the state insurance as the carrier for PFML to ensure ongoing compliance with the law.

While on PFML leave, the employee will maintain their health benefits, as provided prior to leave.

An employee on PFML for work related injury or illness shall be reinstated to their position if returning within one (1) year of the initial granting of such leave and an employee with PFML for other reasons will be reinstated to their position provided the District agrees in writing to such reinstatement when the leave is granted.

## ARTICLE IX

### SENIORITY, TRANSFER/PROMOTION, AND LAYOFF RECALL PROCEDURES

#### Section 1 - Seniority

- Section 1.1** Except as provided below, the employee's seniority date shall be defined as the employee's date of hire within a specific job classification. Accrued seniority becomes effective and available for use following successful completion of the probationary period. (See Article III, Section 4.1.)
- 1.1.1** If two employees are tied, the employee with the greatest total seniority in the District shall be senior. If a tie still remains, the seniority shall be determined by lot.
- 1.1.2** Seniority rights shall be effective within each job classification as outlined in Schedule C. The classifications are as follows: Assistants; Bus Assistant; Bus Driver; Custodial; Fiscal; Food Service; Garage; Maintenance; Miscellaneous Trades; Overload Assistants; Photocopy; Pool Services; Professional Technical; Secretarial/Clerical; Student Monitor.
- 1.1.3** Seniority rights once earned in a specific job classification shall remain available to the employee for consideration during the hiring process, reduction in force (RIF), and recall purposes to the extent that such person remains an employee within the District. Employees on Medical Leave of Absence and/or L & I Leave will continue to accrue seniority for up to one (1) year after paid leave is exhausted. Employees on other leaves of absence, with the exception of Military Leave (Article VIII, Section 8.2.), will not continue to accrue seniority.
- 1.1.4** The seniority rights of an employee shall be lost upon the:
- A. date of resignation
  - B. date of discharge for any reason contained in this Agreement
  - C. date of retirement
  - D. day following conclusion date of a temporary position if that is the only position in which the employee is hired.
- 1.1.5** Seniority rights shall not be lost for the following reasons:
- A. Time lost by reason of industrial accident, industrial illness or jury duty; or
  - B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; or
  - C. Time spent on other authorized leave of absence, not to exceed one year unless such leave is renewed for the second year.



- 1.1.6 The employee with the greatest seniority shall be given preference regarding shift selection.
- 1.1.7 Current employees must work in a temporary position for more than ninety (90) days to accrue seniority in that classification.
- 1.1.8 Current employees filling temporary positions for ninety (90) days or less are not eligible for layoff and recall rights in the classification of the temporary position (Article IX, Section 4).

## **Section 2 - Assignment and Transfer**

- Section 2.1** The District shall publicize within the bargaining unit the availability of new and/or vacant positions within the bargaining unit at least five (5) working days before filling the position, except as provided in Section 2.1.1. and 2.1.2. below. The initial vacated position will be the posted position. The five (5) working day posting time shall commence on the day the position is posted on the District website. All publication/posting shall include the following format: Beginning salary, shift hours, intended initial work site or a statement that the positions are anticipated and will be at various buildings and annual days of employment, whether the position is regular or temporary, and if temporary, why.
  - 2.1.1 Other positions of not more than four (4) hours that have not been assigned according to reassignment procedures may be posted in the building for three (3) days and may be hired in the building provided that the position is assigned to the senior most qualified employee in the building in the classification who applies. If the position is not so assigned, other applicants shall be interviewed and the most qualified employee outside of the classification may be hired. In the event there is not a qualified applicant in the building, the position shall be posted District wide pursuant to Section 2.1.
  - 2.1.2 Vacant nutrition assistant, secondary cook and general custodian positions of any hours shall be posted for three (3) days in the respective Department and filled by seniority within the job description.
- Section 2.2** When an In-District transfer occurs as a result of a posting, the vacancy created by the transfer may be filled from the same posting provided it is appropriate to the vacancy created by transfer.
- Section 2.3** Seniority in the classification, performance/reference checking, training, experience, and the recommendation of the interview teams, shall be criteria for filling bargaining unit positions. The order in which the criteria are listed does not imply any priority.
- Section 2.4** Employee applicants not granted an interview will be so notified prior to interviews taking place.
- Section 2.5** All interviewed employees will be notified of the status of the desired position in a timely manner.
- Section 2.6** Based on the hiring criteria, (section 2.3) if it is determined that a junior employee or non-employee is substantially better qualified, the senior employee may, within ten (10) days of such determination, request in writing a written statement to the employee and the

Association stating the reasons for the selection. These communications shall be delivered in a timely fashion to allow the senior employee an opportunity to file a grievance within the time allowed.

## **Section 2.7**

Employees who apply for and accept another position shall be given a maximum forty (40) working day trial period. The District may request a twenty (20) day extension. During the trial period, if the District determines that the employee's performance is unsatisfactory, or the employee decides the position is not right for them, the employee may be involuntarily transferred to their former position or a mutually agreeable (by a Human Resources Administrator and the Association President) position.

### **2.7.1**

Notwithstanding any other provisions of this Agreement, an employee may, subject to the following restrictions, be involuntarily transferred to address a significant performance problem or to solve a significant problem between employees. Such transfers shall not exceed four employees per school year. No employee shall suffer a reduction of pay as a result of involuntary transfer, except as provided in paragraph "d" below.

- a. Prior to the implementation of such an involuntary transfer, the District will have worked with the employee toward improvement. If the problem still exists, the District and the Association will meet to discuss the circumstances of and the necessity for the proposed transfer.

Once the transfer has occurred, the District and employee may determine that a staff development plan is desirable and in such case a mutually agreed upon program of positive assistance will be developed. Positive assistance may include, but not be limited to consultation, release time, tuition assistance, and work site visitation.

- b. No employee shall be required to accept an assignment for which he/she does not have the proper qualifications.
- c. The District's determination of need for an involuntary transfer shall not be subject to the grievance procedures of this agreement.
- d. If the involuntary transfer was to a position at a lower rate of pay, the District may in the future offer the involuntarily transferred employee the opportunity to return to the original position, or to another position at the same rate of pay as the original position. If the employee declines the opportunity, his/her pay will be reduced to the rate for the position held.
- e. No employee will be transferred to create a vacancy without the agreement of CKESP. An employee who is transferred to create a vacancy for an involuntary transfer will have:
  - 1) first right of refusal to any vacant position in the same classification and at the same rate of pay for a period of one year from the date of the transfer.
  - 2) two paid days for moving and orientation.
  - 3) additional assistance as may be agreed between CKESP and the District.

## **Section 2.8**

A transfer request process for Paraeducator I's and Paraeducator II's. The following criteria apply for employees who wish to be transferred:

- a) Paraeducator I's and Paraeducator II's, who wish to transfer to an open position within CKSD, need to fill out a Transfer Request form and turn it into Human Resources by April 15 of the current school year. Applications received after April 15 will not be considered for transfer.
- b) All requests will be effective until October 15 of the next school year.
- c) Paraeducators may not accept a position that increases their workday by more than 4 hours.
- d) Paraeducators will be allowed to transfer between para I and Para II positions.
- e) Requests for transfer will be reviewed by an administrator and will be based on seniority and evaluations. Paraeducators requesting transfers must have an Overall Proficient Rating from their last evaluation. Paraeducators on probation must complete a minimum 90 workdays and have an Overall Proficient Rating on their mid-year evaluation.
- f) Filling vacant Paraeducator positions at the end of the school year through October 15 will be done in the following order:
  - 1) Transfer requests will first be reviewed and filled by eligible Paraeducators.
  - 2) Displaced Paraeducators will be placed into open positions.
  - 3) Paraeducators on a Leave of Absence will be placed into open positions.
  - 4) Any vacant positions not filled in the first three steps, will be posted and hired per the collective bargaining agreement.

### **Section 3 - Current Employees and Temporary Assignments**

**Section 3.1** Current employees will be allowed to retain rights to their regular position and are eligible to apply for temporary positions under the following conditions:

- 1. the temporary position is thirty (30) or more days in duration and
- 2. the temporary position provides an opportunity to assume significantly different responsibilities and experiences in order to enhance an employee's skills and
- 3. the temporary position must be at an equal or higher rate of pay.

This provision does not allow a domino effect. Only one transfer may occur.

(See Article IX, Section 1.1.4. for seniority implications.)

### **Section 4 - Layoff and Recall**

**Section 4.1** The District shall prepare and maintain the seniority list ranking each employee from greatest to least seniority.

**Section 4.2** Layoff: Layoff shall be defined as a necessary reduction in the work force. In the event of a necessary reduction in work force, the District shall first lay off the least senior employee(s) in the affected job description. In no case shall a new employee be employed by the District while there are laid off employees who are qualified for a vacant or newly created position in that classification. In the event of layoff, the District shall provide written notice ten (10) business days prior to the layoff date, to all affected employees and the President. Laid off employees may continue participation in District insurance programs by paying the regular monthly premium to the District, subject to carrier approval. All retained employees face possible reassignment to fill vacancies created by lay off. Employees shall suffer no loss in pay due to such reassignment. Lay-off shall be

further defined as a reduction of at least two hours or all of the employees regularly assigned (not temporary or substitute) work time in all job descriptions and classifications. An employee who is laid off under this definition has recall rights in each classification in which the employee has contract seniority.

**Section 4.3**

Recall: Employees who are laid off shall be placed in a reemployment pool. Employees shall be recalled to work in their classification for which they are qualified in order of seniority. Notification of recall shall be provided by phone call and followed up by written communication with a copy sent to the Association. The notice shall include the time and date the employee is to report back to work. It is the employee responsibility to keep the District notified as to their current phone number and mailing address. A recalled employee shall be given five (5) calendar days from receipt of the recall notice to inform the District if the employee accepts the position. An employee who declines recall shall forfeit his/her seniority rights provided the position offered is of equivalent monetary value and does not involve a reduction in total compensation.

Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years. Employees on lay-off will not be recalled to positions which exceed the hours lost in lay-off while there is a senior employee in the classification who would otherwise be assigned the position under the transfer language of this agreement.

Nothing contained in the section shall obligate the District to create, eliminate, combine, or separate assignments to accommodate employees.

**Section 4.4**

An employee on layoff status shall file their address, in writing with the Human Resources Department of the District and shall thereafter promptly advise the District in writing of any change of address.

## ARTICLE X

### DISCIPLINE

#### Section 1 - Discipline

- Section 1.1** No employee shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.
- Section 1.2** Employees will be advised of their right to representation. Employees will be allowed to have a representative of his/her choosing at any disciplinary meeting.
- Section 1.3** Any disciplinary action shall occur within twenty (20) working days of the time that the supervisor should reasonably have known of the alleged infraction. When outside agencies are involved such as law enforcement, both the District and the Association may mutually agree to an open-ended timeline.
- Section 1.4** The District agrees to follow a policy of progressive discipline from oral reprimand through termination. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. The District may bypass steps in progressive discipline because of the severity of the conduct.
- Section 1.5** Any complaint made against an employee by any parent, student, or other person will be promptly called to the attention of the employee before discipline is imposed.

## ARTICLE XI

### INSURANCE AND RETIREMENT

#### Section 1 - Insurance

**Section 1.1** The District will implement the State's mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB). The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements of SEBB. Employee eligibility, plan offerings, premium rates and employee contributions are determined by SEBB.

#### Section 2 - Tort Liability

**Section 2.1** The District shall provide tort liability coverage for all employees subject to this Agreement for their good faith acts or omissions in the scope of their employment and in the furtherance of the District's legitimate business.

#### Section 3 - State Industrial Insurance

**Section 3.1** The District shall make required contributions for State Industrial on behalf of all employees subject to this Agreement or provide an adequate self-insurance plan.

**Section 3.2** In accordance with Washington State Law (RCW 51.32.090 (8)), employees who are absent from work because of an on-the-job injury may choose to use their accrued leave while receiving time loss payments under the Worker's Compensation program for the same period of disability.

#### Section 4 - Employee Insurance Protection

**Section 4.1** The District shall provide such insurance for the protection of employees as is required by Washington State Law.

#### Section 5 - Retirement

**Section 5.1** In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise of those employees regularly hired to work the requisite hours as determined by rules and regulations of the Public Employees' Retirement System.

## ARTICLE XII

### EMPLOYEE TRAINING PROGRAMS

#### Section 1 - Professional Development Program

**Section 1.1** Employees attending training courses required by Federal or State regulation, or District policy as a condition of continued employment will be paid by the School District at the employee's regular hourly rate of pay for all time in attendance, plus any fee, tuition, and transportation costs.

**Section 1.2** The District shall provide funds for employee professional development. The District and the Association shall form a committee to determine equitable utilization of such professional development funds. The committee will consist of the Human Resources Director, an administrative representative from the Curriculum Department, and three (3) representatives chosen by the Association. Prior to April 30, the committee will meet to review and revise procedures under which requests for professional development are granted for the upcoming school year.

#### Section 2 - Training Incentive Program

**Section 2.1** All regular employees are eligible to participate in the Training Incentive Program. All credits and/or hours must be earned during employment with Central Kitsap School District. Substitute employees are not eligible for participation.

**2.1.1** All hour/credits must be earned on the employee's own (unpaid) time and must be relevant to the employee's current assignment. For classes that do not offer clock hours, the equivalent of one hour will be granted for each hour of attendance with appropriate documentation. One college quarter credit = 10 clock hours.

**2.1.2** Participating employees shall receive no more than 35 hours during any given school calendar year.

**2.1.3** The District will pay for approved hours at the rate of \$20.00 per hour (pending available funds).

**2.1.4** Each TIP year begins September 1 and ends on August 31 of the following year. TIP applications and documentation must be submitted within one year of completed training. Hours will be paid on a one-time only basis.

**2.1.5** TIP applications and documentation submitted between June 1 and November 30 will be paid in the December paycheck. TIP applications and documentation submitted between December 1 and May 31 will be paid in the June Paycheck. Payments will be paid only to current employees.

**Section 2.2** The Training Incentive Program shall be administered by a joint committee consisting of no more than two (2) representatives appointed by the Association and no more than two (2) representatives of the School District. ESP members who process the TIP applications shall be paid out of the TIP fund at the hourly rate for their District position. The number of authorized hours will be determined each year by the joint committee.

- 2.2.1** Any dispute regarding the implementation of the program will be referred to and resolved by the Training incentive Program Committee.
- 2.2.2** The Training Incentive Program Committee shall determine eligibility of clock hours or credits submitted by employees.
- 2.2.3** An employee who has the opportunity to attend a class on paid time and has not done so, is not eligible for training incentive funds for attending a class similar in content – to be determined by the Training Incentive Program Committee.
- 2.2.4** All unspent funds for the Training Incentive Program will be carried over to the following school year.
- 2.2.5** Annual funding for the Training Incentive Program will be \$80 per classified FTE (Full Time Equivalent) based on the October 1 FTE count.
- 2.2.6** In the event request for compensation for the Training Incentive Program exceed the budget allocation, the dollar figure for each participant well be reduced by an equal percentage.



## ARTICLE XIII

### GRIEVANCE PROCEDURE

#### Section 1 - Definitions

- Section 1.1** "Grievant" shall mean a bargaining unit member or group of bargaining unit members or the Association.
- Section 1.2** "Grievance" shall mean a claim or complaint by a grievant that there has been a violation, misinterpretation or misapplication of any terms or provisions of this Agreement.
- Section 1.3** "Days" shall mean non-holiday weekdays.

#### Section 2 - Time Limits

- Section 2.1** If the grievant fails to file or appeal according to the timelines set out herein; the grievance may not be further pursued and will be resolved according to the last formal response. In the event the District or its agents fail to meet a time line, the grievant may proceed to the next step of the procedure. The specified time limits shall be strictly observed but may be extended by mutual concurrence of the parties.

#### Section 3 - Rights to Representation

- Section 3.1** A grievant shall have the right to be accompanied by the Association at all steps of the grievance procedure.
- Section 3.2** In the event a grievant elects to file and proceed without Association representation, he/she may do so through the first two (2) steps of the procedure only, provided that the Association is present at every meeting or conference in order to protect its contract rights, and further provided that copies of the grievance, appeals and responses are given to the President in a timely fashion.
- Section 3.3** No grievance may be processed with a grievant having representation other than him/her self or the Association.

#### Section 4 - Individual Right

- Section 4.1** Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter through administrative channels and to have the problems adjusted without the intervention of the Association, as long as the Association is notified in writing of the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

## Section 5 - Procedures

Grievances shall be processed in the following manner:

**STEP 1.** Prior to filing a formal grievance, employees and their administrators shall attempt to resolve problems through free and informal communications.

**STEP 2.** In the event the issue is not resolved through the informal process above:

Within twenty-five (25) days of the a perceived contractual violation or delivery of formal discipline, the formal grievance shall be presented in writing to the employee's administrator, who will arrange for a conference between him/her self, the grievant, and the Association representative to take place within five (5) days after receipt of the grievance. The administrator shall provide the grievant and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include all reasons upon which the decision was based.

Association Grievances: If a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance. The parties may agree that an Association grievance may be initiated at Step 3.

**STEP 3.** Superintendent: If the grievant is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered within the timeline, the grievance may be appealed, within ten (10) days, to the Superintendent. The Superintendent shall arrange for a hearing with him/herself; the grievant; the first level administrator, a representative of Human Resources, and the Association. The parties shall have the right to include in the presentation such witnesses they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five (5) days to provide his/her written decision, together with reasons for the decision to the grievant and the Association.

**STEP 4.** Arbitration: If the Association is not satisfied with the decision at Step 3, or if no disposition has been made within the timeline, the Association may submit, within ten (10) days, a Demand for Arbitration to the American Arbitration Association (AAA), along with a copy to the Superintendent.

The arbitration shall be controlled by the AAA Labor Arbitration Rules, provided that the parties shall strike names from the panel selected by AAA within (10) days of receipt of such panel.

The arbitrator shall hold a hearing within twenty (20) working days of his/her appointment. Ten (10) working days' notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue his/her decisions, twenty (20) days after the completion of the hearing. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the Employer, the Association and the grievant(s).

The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms and provisions of this Agreement.

The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law. The arbitrator shall have no power or authority to rule on any of the following:

- (1) The termination of services or failure to re-employ any employee to a stipend position.
- (2) Any matter involving termination of a substitute, temporary, supplemental, student or probationary employee.
- (3) Any matter involving employee evaluation provided the evaluation procedure may be reviewed for procedural error.
- (4) Any matter involving an alleged violation of a provision of this contract which is not applicable to the grievant.

The costs for the services of the arbitrator, including per diem expenses, if any, his/her travel and subsistence expenses, and the cost of any hearing room will be shared by both parties.

## ARTICLE XIV

### SALARIES AND EMPLOYEE COMPENSATION

#### Section 1 - Salary Provisions

**Section 1.1** Employees shall be compensated for all required hours worked in accordance with the Fair Labor Standards Act and Appendix A – Classified Salary Schedule, attached hereto, and other terms of this Agreement.

**Section 1.2** Each employee signing or submitting a timecard shall, upon request, be provided with a copy of said timecard. Information on timecards shall not be changed prior to consultation and written notice to employee.

**Section 1.3** Payroll for full-time employees (2,080 annual hours, as adjusted): Full-time employees will be compensated for all annual hours at the appropriate regular hourly rate divided into twelve (12) equal payments.

**Section 1.4** Salaries contained in Appendix A – Classified Salary Schedule shall be for the appropriate fiscal year.

The 2021-22 salary schedule reflects a 2% increase to all wage rates plus the first half of the increase necessary to bring all positions to at least the 90<sup>th</sup> percentile from the salary analysis completed in the spring of 2021.

For the 2022-23 salary schedule, all wage rates on Appendix A will be increased by the inflationary adjustment factor included in the state budget for classified employee salaries (currently the implicit price deflator) plus the second half of the increase necessary to bring all positions to at least the 90<sup>th</sup> percentile from the salary analysis completed in the spring of 2021.

For the 2023-24 salary schedule, all wage rates on Appendix A will be increased by the inflationary adjustment factor included in the state budget for classified employee salaries (currently the implicit price deflator) or 3%, whichever is higher.

The positions and increases necessary to bring all positions to at least the 90<sup>th</sup> percentile based on the salary analysis completed in the spring of 2021 are identified in a separate letter of agreement.

**Section 1.5** The District recognizes the value of long-term employment with the District. Therefore, after completion of 12 years of employment with the District, employees will be paid a longevity percentage on their hourly rate as follows:

- Continuous Years 13-15, 1% of salary placement on Appendix A - Classified Salary Schedule
- Continuous Years 16-20, 2% of salary placement on Appendix A - Classified Salary Schedule
- Continuous Years 21-25, 3% of salary placement on Appendix A - Classified Salary Schedule

- Continuous Years 26 on, 4% of salary placement on Appendix A - Classified Salary Schedule

Longevity is contingent on the continuation of local levy funding.

## **Section 2 - Increments**

**Section 2.1** All current regular employees, including regular employees hired into a different position or adding additional regular hours in a different position, will receive a step increase on September 1 of each year.

**Section 2.2** Incremental steps shall be applied to compensation of eligible new employees on September 1 of each year in which they have been employed with the District prior to February 1 for non-12-month employees and prior to March 1 for 12-month employees.

## **Section 3 - Salary Schedule Placement on Transfer**

**Section 3.1** An employee who is transferred to another position which is paid more per hour than the previous position and is in the same seniority classification will be given the lowest placement on the new salary schedule range which results in a raise of at least \$.35 per hour.

An employee who is transferred to another position which is paid more per hour than the previous position but is in a different seniority classification will be given the lowest placement on the new salary schedule range which does not result in the loss of pay.

**Section 3.2** A new employee will be granted experience and placed on the appropriate step on the salary schedule, based on *like* employment in an “out of state” school district. (In-state experience for like employment is provided as stated in the Revised Code of Washington.) This does not apply to seniority.

## **Section 4 - Pay Regular Employees Substituting for Others**

**Section 4.1** Employees substituting in a position regularly held by an employee paid at a higher hourly rate except for Administrative Secretaries, and who perform all of the duties of the position as they arise, shall be given the lowest placement on the position’s salary range which results in a raise of at least \$.50 per hour after the second day worked. Maintenance Crafts position when being substituted by Journeyman shall be paid on the Journeyman range/level. On the second and subsequent occurrences involving the same replacement employee and the same position, the higher pay shall be effective with the first day worked.

**Section 4.2** When there is a shortage of certificated substitute employees in a particular school building; a classified employee in the building that has a substitute teaching certificate and is willing to serve as a certificated substitute; and the principal believes it is in the best interests of students to ask the classified employee to fill in as a certificated substitute; the willing classified employee shall be paid the daily certificated substitute rate of pay or \$1/hour more than the employee’s current hourly rate, whichever is greater.

## **Section 5 - Rehired Employees Placement**

**Section 5.1** An employee returning to employment with the Central Kitsap School District shall be granted appropriate salary and vacation credits in the District, provided that such action shall not violate state statutes or other portions of this Agreement.

## **Section 6 - Rate of Pay for Committee Participation**

**Section 6.1** Employees participating in District committees, including those at the work site, before and after their workday shall be provided an hourly rate equal to that of other committee members receiving a stipend for participation. This shall not include in-service training.

## **Section 7 - Travel Reimbursement**

**Section 7.1** Employees required to use personal vehicles to travel between work assignments during the employee's assigned shift, shall be reimbursed at District established mileage and distance rates.

**Section 7.2** Employees required to remain overnight on District business shall be reimbursed for room and board expenditures at rates established by District policy.

## ARTICLE XV

### TERM OF AGREEMENT

- Section 1.1** The term of this Agreement shall be September 1, 2021, to August 31, 2024.
- 1.1.1** This Agreement shall be reopened in the spring of the 2021-22 and 2022-23 school years at the request of either party to bargain (1) up to two non-financial issues identified by each party; (2) changes in wages, hours or working conditions required by subsequent legislative changes; and (3) any other mutually-agreed issues.
- Section 1.2** This Agreement represents the entire agreement between the Board and the Association and supersedes all prior agreements and cancels all previous agreements.

# Central Kitsap School District #401

Central Kitsap School District  
Appendix A - CKESP Salary Schedule  
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Assistants										
Step	Behavior Response Team Assistant	Certified Occupational Therapist Assistant	Certified Speech Language Pathologist Assistant	Educational Interpreter	Marketing Assistant	Paraeducator I	Paraeducator II	Paraeducator-KAP	Paraeducator-Medically Fragile (LPN)	Specialist- Visually Impaired
0	27.20	31.57	29.21	33.69	21.10	23.74	24.67	25.59	33.96	29.70
1	27.59	32.21	29.55	34.49	21.36	24.12	25.04	25.99	34.28	30.19
2	27.99	32.91	29.83	35.24	21.65	24.49	25.40	26.42	34.64	30.67
3	28.39	33.64	30.18	36.00	21.91	24.87	25.76	26.81	34.99	31.17
4	28.79	34.42	30.50	36.79	22.17	25.24	26.10	27.21	35.32	31.66
5	29.18	35.21	30.83	37.62	22.47	25.61	26.46	27.60	35.65	32.15
6	29.58	35.95	31.14	38.44	22.73	25.98	26.82	28.03	35.99	32.64
7	29.98	36.77	31.45	39.29	23.00	26.37	27.18	28.43	36.34	33.11
8	30.37	37.57	31.78	40.21	23.28	26.73	27.54	28.83	36.67	33.60
9	30.77	38.39	32.11	41.04	23.54	27.09	27.90	29.18	37.32	34.13
Substitute	24.48	28.41	26.29	30.32	18.99	21.37	22.20	23.03	30.56	26.73

Bus Assist.		Bus Driver	
Step	Bus Assistant	Bus Driver	Driver Trainer (Training Hours Only)
0	24.67	29.34	32.61
1	24.98	29.69	33.11
2	25.26	30.08	33.59
3	25.57	30.46	34.09
4	25.86	30.82	34.57
5	26.16	31.20	35.05
6	26.46	31.58	35.53
7	26.78	31.93	36.02
8	27.07	32.32	36.49
9	27.37	32.69	36.99
Substitute	22.20	26.41	29.35

Lead Bus Driver: +\$1.00/hour

Shift Differential  
Swing Shift: 3%  
Graveyard Shift: 5%

Longevity is available to employees after 12 years of continuous employment with the district, and is applied to the current placement on the salary schedule. Longevity is calculated based on your current step. For employees on Step 9, see table below for calculation.

- Years 13-15 - 1% of Salary Placement
- Years 16-20 - 2% of Salary Placement
- Years 21-25 - 3% of Salary Placement
- Years 26 on - 4% of Salary Placement

9 + 1%	31.08	38.77	32.43	41.45	23.78	27.36	28.18	29.47	37.69	34.47
9 + 2%	31.39	39.16	32.75	41.86	24.01	27.63	28.46	29.76	38.07	34.81
9 + 3%	31.69	39.54	33.07	42.27	24.25	27.90	28.74	30.06	38.44	35.15
9 + 4%	32.00	39.93	33.39	42.68	24.48	28.17	29.02	30.35	38.81	35.50

9 + 1%	27.64	33.02	37.36
9 + 2%	27.92	33.34	37.73
9 + 3%	28.19	33.67	38.10
9 + 4%	28.46	34.00	38.47



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Community Aide		
Step	District Translator & Community Outreach	McKinney Vento & Native American Coordinator
0	27.66	25.53
1	28.02	26.23
2	28.35	26.82
3	28.70	27.40
4	29.06	28.02
5	29.42	28.67
6	29.76	29.26
7	30.11	29.93
8	30.47	30.55
9	30.82	31.22
Substitute	24.89	22.98

Child Nutrition						
Step	Lead Cook	Nutrition Assistant II	Production Cook	Production Lead Cook	Secondary Asst Cook	Secondary Cook
0	26.12	20.63	21.85	27.04	22.16	24.83
1	26.45	20.85	22.16	27.51	22.47	25.14
2	26.82	21.07	22.50	27.97	22.75	25.48
3	27.16	21.32	22.82	28.42	23.04	25.79
4	27.49	21.58	23.16	28.89	23.33	26.13
5	27.83	21.80	23.46	29.36	23.62	26.44
6	28.16	22.04	23.81	29.80	23.93	26.76
7	28.51	22.24	24.11	30.26	24.23	27.09
8	28.87	22.50	24.44	30.70	24.50	27.43
9	29.20	22.74	24.81	31.21	24.81	27.75
Substitute	23.51	18.57	19.67	24.34	19.94	22.35

Copy Center	
Step	Copy Center Specialist
0	26.26
1	26.64
2	27.04
3	27.43
4	27.85
5	28.25
6	28.63
7	29.05
8	29.42
9	29.86
Substitute	23.63

Shift Differential  
Swing Shift: 3%  
Graveyard Shift: 5%

Longevity is available to employees after 12 years of continuous employment with the district, and is applied to the current placement on the salary schedule. Longevity is calculated based on your current step. For employees on Step 9, see table below for calculation.

Years 13-15 - 1% of Salary Placement  
Years 16-20 - 2% of Salary Placement  
Years 21-25 - 3% of Salary Placement  
Years 26 on - 4% of Salary Placement

9 + 1%	31.13	31.53
9 + 2%	31.44	31.84
9 + 3%	31.74	32.16
9 + 4%	32.05	32.47

9 + 1%	29.49	22.97	25.06	31.52	25.06	28.03
9 + 2%	29.78	23.19	25.31	31.83	25.31	28.31
9 + 3%	30.08	23.42	25.55	32.15	25.55	28.58
9 + 4%	30.37	23.65	25.80	32.46	25.80	28.86

9 + 1%	30.16
9 + 2%	30.46
9 + 3%	30.76
9 + 4%	31.05

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Central Kitsap School District

Appendix A - CKESP Salary Schedule

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**Custodian**

Step	Custodian	Custodian - Day	Head Custodian Elementary	Head Custodian Secondary	Head Custodian Support Route	Lead Custodian
0	26.30	27.10	28.20	29.17	29.17	30.44
1	26.59	27.38	28.61	29.64	29.64	30.87
2	26.85	27.66	29.06	30.10	30.10	31.34
3	27.14	27.96	29.50	30.56	30.56	31.78
4	27.43	28.26	29.96	31.04	31.04	32.24
5	27.71	28.53	30.42	31.48	31.48	32.70
6	28.00	28.84	30.84	31.95	31.95	33.14
7	28.29	29.13	31.28	32.44	32.44	33.60
8	28.57	29.44	31.73	32.89	32.89	34.06
9	28.86	29.71	32.18	33.32	33.32	34.50
Substitute	23.67	24.39	25.38	26.25	26.25	27.40

Custodial Helper: current minimum wage

**Shift Differential**

Swing Shift: 3%

Graveyard Shift: 5%

Longevity is available to employees after 12 years of continuous employment with the district, and is applied to the current placement on the salary schedule.

Longevity is calculated based on your current step. For employees on Step 9, see table below for calculation.

Years 13-15 - 1% of Salary Placement

Years 16-20 - 2% of Salary Placement

Years 21-25 - 3% of Salary Placement

Years 26 on - 4% of Salary Placement

**Fiscal**

Step	Acct Tech - Business Office	Acct Tech - Facilities Dept.	Budget- Acct Technician	Internal Controls- ASB	Payroll Officer
0	35.92	35.92	36.79	35.92	35.92
1	36.28	36.28	37.28	36.28	36.28
2	36.66	36.66	37.74	36.66	36.66
3	37.01	37.01	38.20	37.01	37.01
4	37.39	37.39	38.68	37.39	37.39
5	37.76	37.76	39.16	37.76	37.76
6	38.14	38.14	39.63	38.14	38.14
7	38.51	38.51	40.11	38.51	38.51
8	38.88	38.88	40.58	38.88	38.88
9	39.23	39.23	41.03	39.23	39.23
Substitute	32.33	32.33	33.11	32.33	32.33

9 + 1%	29.15	30.01	32.50	33.65	33.65	34.85
9 + 2%	29.44	30.30	32.82	33.99	33.99	35.19
9 + 3%	29.73	30.60	33.15	34.32	34.32	35.54
9 + 4%	30.01	30.90	33.47	34.65	34.65	35.88

9 + 1%	39.62	39.62	41.44	39.62	39.62
9 + 2%	40.01	40.01	41.85	40.01	40.01
9 + 3%	40.41	40.41	42.26	40.41	40.41
9 + 4%	40.80	40.80	42.67	40.80	40.80

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Fleet Services			
Step	Fleet Mechanic	Mechanic Assistant	Vehicle Service Attendant
0	35.81	32.74	21.10
1	36.20	33.01	21.36
2	36.60	33.28	21.66
3	36.95	33.55	21.91
4	37.35	33.85	22.17
5	37.72	34.09	22.45
6	38.08	34.39	22.73
7	38.46	34.64	23.00
8	38.86	34.94	23.26
9	39.21	35.21	23.54
Substitute	32.23	29.47	18.99

Information Technology							
Step	Application Support Coordinator, Systems Administrator	Coordinator of Student Information Systems; Systems and Data Coordinator	Database Administrator / Programmer Analyst	Enterprise System Engineer	Internet/ Intranet Application Developer	Technical Support Specialist	Web and Social Media Content Developer
0	40.38	43.17	53.71	46.31	48.46	37.25	48.46
1	40.97	43.91	54.97	46.96	49.10	37.75	49.10
2	41.58	44.63	56.25	47.60	49.74	38.19	49.74
3	42.17	45.39	57.51	48.21	50.40	38.68	50.40
4	42.75	46.13	58.80	48.87	51.07	39.18	51.07
5	43.35	46.86	60.07	49.51	51.70	39.64	51.70
6	43.94	47.61	61.34	50.14	52.36	40.13	52.36
7	44.54	48.34	62.61	50.77	53.00	40.61	53.00
8	45.12	49.08	63.89	51.42	53.66	41.08	53.66
9	45.70	49.79	65.19	52.07	54.33	41.54	54.33
Substitute	36.34	38.85	48.34	41.68	43.61	33.53	43.61

Technical Support Team Leader: +\$1.45/hour

**Shift Differential**

Swing Shift: 3%

Graveyard Shift: 5%

\*Overtime Exempt per FLSA regulations.

Longevity is available to employees after 12 years of continuous employment with the district, and is applied to the current placement on the salary schedule.

Longevity is calculated based on your current step. For employees on Step 9, see table below for calculation.

Years 13-15 - 1% of Salary Placement

Years 16-20 - 2% of Salary Placement

Years 21-25 - 3% of Salary Placement

Years 26 on - 4% of Salary Placement

9 + 1%	39.60	35.56	23.78
9 + 2%	39.99	35.91	24.01
9 + 3%	40.39	36.27	24.25
9 + 4%	40.78	36.62	24.48

9 + 1%	46.16	50.29	65.84	52.59	54.87	41.96	54.87
9 + 2%	46.61	50.79	66.49	53.11	55.42	42.37	55.42
9 + 3%	47.07	51.28	67.15	53.63	55.96	42.79	55.96
9 + 4%	47.53	51.78	67.80	54.15	56.50	43.20	56.50

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Maintenance										Misc. Trades	
Step	Environmental Specialist	General Laborer	Groundskeeper I	Groundskeeper II	Groundskeeper & Maintenance Technician	Lead Groundskeeper	Maintenance Assistant	Maintenance Technician	Journeyman Maintenance Technician - Electrician, HVAC, Plumber	Step	Delivery Driver
0	44.63	23.95	31.44	34.41	32.92	34.41	26.26	36.92	43.31	0	28.53
1	45.48	24.26	31.75	34.69	33.24	34.69	26.61	37.28	43.56	1	28.90
2	46.30	24.59	32.03	34.99	33.52	34.99	26.94	37.65	43.82	2	29.26
3	47.13	24.90	32.34	35.28	33.83	35.28	27.26	38.03	44.09	3	29.63
4	47.97	25.20	32.64	35.58	34.13	35.58	27.59	38.36	44.36	4	30.01
5	48.79	25.51	32.91	35.86	34.40	35.86	27.93	38.74	44.61	5	30.37
6	49.61	25.82	33.23	36.17	34.71	36.17	28.28	39.09	44.88	6	30.76
7	50.44	26.13	33.51	36.45	34.99	36.45	28.61	39.47	45.15	7	31.12
8	51.28	26.44	33.84	36.77	35.32	36.77	28.96	39.85	45.40	8	31.51
9	52.07	26.73	34.13	37.00	35.57	37.00	29.27	40.23	45.68	9	31.90
Substitute	40.17	21.56	28.30	30.97	29.63	30.97	23.63	33.23	38.98	Substitute	25.68

Duty Phone Carriers: +\$1.15/hour

Shift Differential

Swing Shift: 3%

Graveyard Shift: 5%

Longevity is available to employees after 12 years of continuous employment with the district, and is applied to the current placement on the salary schedule. Longevity is calculated based on your current step. For employees on Step 9, see table below for calculation.

Years 13-15 - 1% of Salary Placement

Years 16-20 - 2% of Salary Placement

Years 21-25 - 3% of Salary Placement

Years 26 on - 4% of Salary Placement

9 + 1%	52.59	27.00	34.47	37.37	35.93	37.37	29.56	40.63	46.14
9 + 2%	53.11	27.26	34.81	37.74	36.28	37.74	29.86	41.03	46.59
9 + 3%	53.63	27.53	35.15	38.11	36.64	38.11	30.15	41.44	47.05
9 + 4%	54.15	27.80	35.50	38.48	36.99	38.48	30.44	41.84	47.51

9 + 1%	32.22
9 + 2%	32.54
9 + 3%	32.86
9 + 4%	33.18

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Secretarial/Clerical											
Step	Accounting Secretary	Clerk - Library, Office	Contract Specialist	Data Analysis Specialist	Department Secretary	HS & MS ASB/ Athletics	HS Assistant Principal Secretary	Office Manager	Professional Development & Family Engagement Specialist	Program Secretary	Records Processing Specialist
0	28.31	23.91	31.99	28.31	25.70	28.31	28.31	30.20	33.69	28.31	26.26
1	28.98	24.28	32.82	28.98	26.08	28.98	28.98	30.98	34.49	28.98	26.64
2	29.66	24.64	33.61	29.66	26.50	29.66	29.66	31.71	35.24	29.66	27.04
3	30.32	25.00	34.44	30.32	26.91	30.32	30.32	32.48	36.00	30.32	27.43
4	30.99	25.38	35.23	30.99	27.30	30.99	30.99	33.24	36.79	30.99	27.85
5	31.67	25.71	35.99	31.67	27.71	31.67	31.67	33.96	37.62	31.67	28.25
6	32.34	26.11	36.81	32.34	28.13	32.34	32.34	34.73	38.44	32.34	28.63
7	33.00	26.44	37.60	33.00	28.54	33.00	33.00	35.49	39.29	33.00	29.05
8	33.67	26.80	38.43	33.67	28.94	33.67	33.67	36.24	40.21	33.67	29.42
9	34.36	27.18	39.22	34.36	29.34	34.36	34.36	37.00	41.04	34.36	29.86
Substitute	25.48	21.52	28.79	25.48	23.13	25.48	25.48	27.18	30.32	25.48	23.63

**Shift Differential**

Swing Shift: 3%

Graveyard Shift: 5%

Longevity is available to employees after 12 years of continuous employment with the district, and is applied to the current placement on the salary schedule. Longevity is calculated based on your current step. For employees on Step 9, see table below for calculation.

Years 13-15 - 1% of Salary Placement

Years 16-20 - 2% of Salary Placement

Years 21-25 - 3% of Salary Placement

Years 26 on - 4% of Salary Placement

9 + 1%	34.70	27.45	39.61	34.70	29.63	34.70	34.70	37.37	41.45	34.70	30.16
9 + 2%	35.05	27.72	40.00	35.05	29.93	35.05	35.05	37.74	41.86	35.05	30.46
9 + 3%	35.39	28.00	40.40	35.39	30.22	35.39	35.39	38.11	42.27	35.39	30.76
9 + 4%	35.73	28.27	40.79	35.73	30.51	35.73	35.73	38.48	42.68	35.73	31.05

## Central Kitsap School District #401

### Central Kitsap School District

#### Appendix A - CKESP Salary Schedule

*Effective September 1, 2023 through August 31, 2024*

#### Secretarial/Clerical

Step	Registrar	Science Kit Warehouse Specialist	Secretary-Counsel.	Secretary HS Attendance	Secretary HS CTE	Secretary HS Counsel Tech	Secretary - Special Services	Support Secretary	Transportation Specialist
0	28.31	25.53	26.65	26.65	26.65	26.65	26.65	26.26	32.61
1	28.98	26.23	27.22	27.22	27.22	27.22	27.22	26.64	33.11
2	29.66	26.82	27.81	27.81	27.81	27.81	27.81	27.04	33.59
3	30.32	27.40	28.36	28.36	28.36	28.36	28.36	27.43	34.09
4	30.99	28.02	28.93	28.93	28.93	28.93	28.93	27.85	34.57
5	31.67	28.67	29.52	29.52	29.52	29.52	29.52	28.25	35.05
6	32.34	29.26	30.08	30.08	30.08	30.08	30.08	28.63	35.53
7	33.00	29.93	30.65	30.65	30.65	30.65	30.65	29.05	36.02
8	33.67	30.55	31.22	31.22	31.22	31.22	31.22	29.42	36.49
9	34.36	31.22	31.75	31.75	31.75	31.75	31.75	29.78	36.99
Substitute	25.48	22.98	23.99	23.99	23.99	23.99	23.99	23.63	29.35

**Shift Differential**

Swing Shift: 3%

Graveyard Shift: 5%

Longevity is available to employees after 12 years of continuous employment with the district, and is applied to the current placement on the salary schedule. Longevity is calculated based on your current step. For employees on Step 9, see table below for calculation.

Years 13-15 - 1% of Salary Placement

Years 16-20 - 2% of Salary Placement

Years 21-25 - 3% of Salary Placement

Years 26 on - 4% of Salary Placement

9 + 1%	34.70	31.53	32.07	32.07	32.07	32.07	32.07	30.08	37.36
9 + 2%	35.05	31.84	32.39	32.39	32.39	32.39	32.39	30.38	37.73
9 + 3%	35.39	32.16	32.70	32.70	32.70	32.70	32.70	30.67	38.10
9 + 4%	35.73	32.47	33.02	33.02	33.02	33.02	33.02	30.97	38.47

## Central Kitsap School District #401

Central Kitsap School District
Appendix A - CKESP Salary Schedule
<i>Effective September 1, 2023 through August 31, 2024</i>

Student Monitor			
Step	Adult Crossing Guard	Campus Security Officer	Noon Assistant
0	21.10	29.07	21.10
1	21.36	29.64	21.36
2	21.65	30.21	21.65
3	21.91	30.77	21.91
4	22.17	31.32	22.17
5	22.47	31.89	22.47
6	22.73	32.46	22.73
7	23.00	33.02	23.00
8	23.28	33.57	23.28
9	23.54	34.14	23.54
Substitute	18.99	26.16	18.99

Pool Services			
Step	Assistant Pool Coordinator	Pool Coordinator	Pool Guard/Swim Instructor
0	23.69	31.62	19.08
1	24.04	32.11	19.56
2	24.38	32.61	20.02
3	24.72	33.11	20.57
4	25.05	33.61	21.04
5	25.41	34.14	21.46
6	25.73	34.64	21.95
7	26.09	35.15	22.47
8	26.41	35.64	22.87
9	26.73	36.17	23.36
Substitute	21.32	28.46	17.17

Student Pool Guards to be paid on Step 0 of the Pool Guard/Swim Instructor range

**Shift Differential**

Swing Shift: 3%

Graveyard Shift: 5%

Longevity is available to employees after 12 years of continuous employment with the district, and is applied to the current placement on the salary schedule. Longevity is calculated based on your current step. For employees on Step 9, see table below for calculation.

Years 13-15 - 1% of Salary Placement

Years 16-20 - 2% of Salary Placement

Years 21-25 - 3% of Salary Placement

Years 26 on - 4% of Salary Placement

9 + 1%	23.78	34.48	23.78
9 + 2%	24.01	34.82	24.01
9 + 3%	24.25	35.16	24.25
9 + 4%	24.48	35.51	24.48

9 + 1%	27.00	36.53	23.59
9 + 2%	27.26	36.89	23.83
9 + 3%	27.53	37.26	24.06
9 + 4%	27.80	37.62	24.29

**CENTRAL KITSAP SCHOOL DISTRICT #401**

**APPENDIX B - SENIORITY CLASSIFICATION WITH JOB TITLES**

**ASSISTANTS**

Behavior Response Team Assistant  
Certified OT/PT Assistant  
Certified SLP Assistant  
Educational Interpreter  
Marketing Assistant/Student Store  
Paraeducator I  
Paraeducator II  
Paraeducator - KAP (Kitsap Achievement Program)  
Paraeducator – Medically Fragile (LPN Required)  
Specialist - Visually Impaired

**BUS ASSISTANT**

Bus Assistant

**BUS DRIVER**

Bus Driver

**CHILD NUTRITION**

Lead Cook  
Nutrition Assistant II  
Production Cook  
Production Lead Cook  
Secondary Assistant Cook  
Secondary Cook

**COMMUNITY AIDE**

District Translator and Community Outreach Assistant  
McKenney Vento Coordinator  
Native American Coordinator

**COPY CENTER**

Copy Center Specialist

**CUSTODIAL**

Custodian  
Custodian - Day  
Head Custodian-Elementary  
Head Custodian-Secondary  
Head Custodian-Support Route  
Lead Custodian

**FISCAL**

Accounting Technician  
Business Office  
Facilities Dept.  
Budget Accounting Technician  
Internal Controls Monitor/ASB  
Payroll Officer

**FLEET SERVICES**

Fleet Mechanic  
Mechanic Assistant  
Vehicle Service Attendant

**INFORMATION TECHNOLOGY**

Application Support Coordinator  
Coordinator of Student Information Systems  
Database Administrator/Programmer Analyst  
Enterprise Systems Engineer  
Internet/Intranet Application Developer  
Systems Administrator  
Systems and Data Coordinator  
Technical Support Specialist  
Web and Social Media Content Developer

**MAINTENANCE**

Environmental Specialist – Resource  
Conservation Engineer  
General Laborer  
Groundskeeper I  
Groundskeeper II  
Groundskeeper and Maintenance Technician  
Lead Groundskeeper  
Maintenance Assistant  
Maintenance Technician  
Maintenance Technician-Journeyman Electrician  
Maintenance Technician-Journeyman HVAC  
Mechanic  
Maintenance Technician-Journeyman Plumber

**MISCELLANEOUS TRADES**

Delivery Driver

**POOL SERVICES**

Assistant Pool Coordinator  
Pool Instructor  
Pool Coordinator



**SECRETARIAL/CLERICAL**

Accounting Secretary –  
Clerk  
    Library  
    Office  
Contract Specialist  
Data Analysis Specialist  
Department Secretary  
    Curriculum  
    Health Services  
    Superintendent/Comm. Relations  
Office Managers  
    Elementary  
    Maintenance Department  
    Secondary  
    Special Services  
    Student Services  
Professional Development and Family  
Engagement Specialist  
Program Secretary  
    Alternative Programs  
    Career & Technical Education  
    Child Nutrition  
    Human Resources  
    Substitute Services  
    Transportation

**SECRETARIAL/CLERICAL**

Records Processing Specialist  
Registrar  
Science Kit Warehouse Specialist  
Secretary  
    Attendance  
    Career and Technical  
    Counseling  
    Counseling Technician  
    Special Services  
High School Assistant Principal  
High School ASB/Athletics  
    Middle School ASB Bookkeeper  
Support Secretary  
  
    Elementary  
    Human Resources  
    Middle School  
    Student Services  
Transportation Specialist

**STUDENT MONITOR**

Adult Crossing Guard  
Campus Security Officer  
Noon Assistant

**APPENDIX C**

**FORMAL STATEMENT OF GRIEVANCE - STEP ONE/TWO**

Type or Print

Grievant (s) _____	Date of Formal Presentation _____
School _____	School Phone _____
	Date Alleged _____
Immediate Supervisor _____	Violation Occurred _____

---

1. Facts giving rise to the Grievance:

2. Provision or provisions of the Agreement alleged to be violated:

3. Remedy (specific relief) requested:

DISTRIBUTION

Immediate Supervisor  
Association Representative  
Superintendent  
Grievant (s)

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Immediate Supervisor

\_\_\_\_\_  
Date

## APPENDIX D

### GLOSSARY

These definitions are for quick reference only and are not a part of the collective bargaining agreement between CKESP and CKSD.

**ARBITRATION:** The settlement of a dispute by a person or persons chosen to hear both sides and come to a decision.

**ASSOCIATION:** Central Kitsap Educational Support Professionals (CKESP), the group which represents non-exempt classified employees in Central Kitsap School District.

**BARGAINING UNIT:** Classified employees represented by CKESP.

**CERTIFIED or CERTIFICATED:** Those employees holding a teaching certificate.

**CLASSIFIED:** Staff members who are employed in positions not requiring a teaching certificate.

**CONTRACTING OUT:** Assigning work that would normally be performed by the bargaining unit to others.

**FTE:** Full time equivalent.

**HIRING DATE:** Except as required by law, hire date for this and other references in this agreement shall be the day assigned by PAF to the employees' job classification.

**PAF:** Personnel Action Form.

**PROBATION PERIOD:** Each newly hired, part-time (less than twelve-month) employee shall remain in a probationary status for a period of one hundred eighty (180) working days following the District hire date. Each newly hired full-time (twelve-month) employee shall remain in a probationary status for a period of two hundred forty eight (248) working days following the District hire date.

**RATIFICATION:** To give official sanction to.

**RIF:** Reduction in Force.

**SENIORITY:** Shall be defined as the employee's date of hire within a specific job classification.

**TORT:** A wrongful act, injury or damage (not involving a breach of contract) for which a civil action can be brought.

APPENDIX E

CONTRACTUAL AGREEMENT BETWEEN  
CENTRAL KITSAP SCHOOL DISTRICT  
AND  
CENTRAL KITSAP EDUCATIONAL SUPPORT PROFESSIONALS/CKESP

SIGNATURE PAGE

Dated this 27<sup>th</sup> day of September, 2023

For the Central Kitsap Educational Support Professionals:

By:

  
\_\_\_\_\_  
Jason McCord

Dated this 27<sup>th</sup> day of September, 2023

For the Central Kitsap School District:


By:

  
\_\_\_\_\_  
Eric K. Greene

  
\_\_\_\_\_  
Kristin Hay

  
\_\_\_\_\_  
Meghan Hein

  
\_\_\_\_\_  
Drayton Jackson

  
\_\_\_\_\_  
Denise Tracy

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**Board of Directors**

Drayton Jackson – President  
Denise Tracy – Vice President  
Meghan Hein– Legislative Representative  
Eric Greene – Member  
Kristin Hay – Member

**Superintendent**

Erin Prince, PhD

**Civil Rights Coordinator/Title IX Officer**

Jeanne Beckon, Assistant Superintendent of Human Resources  
(360) 662-1680

**Section 504 Coordinator**

Andrea Bowman, Assistant Director of Student Supports  
(360) 662-1739

**U.S. Department of Education, Office for Civil Rights, Region X**

Henry M. Jackson Federal Building  
Mail Code 10-9010  
915 Second Avenue  
Seattle, WA 98174-1099

**Central Kitsap School District**

9210 Silverdale Way NW  
Mailing Address: PO Box 8  
Silverdale, WA 98383-0008  
TEL (360) 662-1610  
FAX (360) 662-1611

The Central Kitsap School District complies with all applicable federal and state rules and regulations and does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities, or employment related matters, and provides equal access to the Boy Scouts and other designated youth groups. The following employees are designated to handle questions and complaints of alleged discrimination in writing or by telephone: Assistant Superintendent of Human Resources, District Civil Rights/Title IX Compliance Coordinator, Jeanne Beckon (360) 662-1680; Executive Director of Special Services, Section 504 Coordinator for 28A.540 and 28A.642 RCW, Julie McKean, (360) 662-1066.

The Central Kitsap School District will also take steps to assure that national origin persons who lack English language skills can participate in all educational programs, services and activities. For information regarding interpretation and translation services or transitional bilingual education programs, contact Student Services in writing or by telephone: 1400 NE McWilliams Road, Bremerton, WA 98311, (360) 662-1734