

LETTER OF AGREEMENT

The purpose of this Letter of Agreement is to set forth the following agreement(s) between Public School Employees of North Kitsap (hereinafter referred to as "Union") and the North Kitsap School District (hereinafter referred to as "District").

Currently the District maintains an Elementary School Intensive Support Program (ISP) and a Secondary Life Skills Program in select schools. The District plans to restructure the ISP and Life Skill Programs to include all elementary and secondary schools in the district. The purpose of this Letter of Agreement is to facilitate the staffing of Special Education Paraeducators in the restructured programs effective within the 2019-20 school year in a manner that serves both the operational needs of the district and honors the seniority rights of employees as provided in the collective bargaining agreement.

The District currently defines PSE employees within general job classifications as defined in Article I, Section 1.3 as: Secretaries, Paraeducators, Accountants, Licensed Practical Nurses, Campus Security and Building Computer Technicians. Schedule A specifies a pay schedule for twelve positions which are sub categories that are found under the general job classifications in Schedule B.

Under section 9.4 seniority rights are effective within the general job classification. General job classifications are defined in Article I, Section 1.3 as: Secretaries, Paraeducators, Accountants, Licensed Practical Nurses, Campus Security and Building Computer Technicians.

To implement the staffing of the district-wide ISP and Life Skills Programs, all special education paraeducators will be shown available ISP and Life Skills positions through a voluntary transfer process. If there are not enough volunteers to transfer positions through a voluntary process the district will move to an involuntary transfer process. Placement decisions shall be made based on seniority and program need as provided in Section 9.6 and 9.6.1 of the collective bargaining agreement.

Voluntary process will include a list of positions available for transfer. Special education paraeducators will provide human resources a rank ordered list of their priority choices. Human resources will determine placement of paraeducators using seniority and program needs for transfers decisions.

The involuntary process will include a list of positions available for transfer. Special education paraeducators will provide human resources a rank ordered list of their priority choices. Human resources will determine placement of paraeducators using seniority and program needs for transfers decisions.

If through voluntary and involuntary process positions remain unfilled the District will post those positions under the Paraeducator General Classification with the job title of Special Education Paraeducator.

Some voluntary requests or involuntary transfers may not be acted on based on performance issues that have been documented through an employee's Personal Improvement Plan or more than one "Needs Improvement" on the most current evaluation.

Any employee who has not obtained a position once the transfer process is complete is required to provide the Human Resources department their contact information (mobile phone, landline and



1 current address) so they may be contacted during the summer break regarding potential placement into
2 available open position.

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5 **Section 9.6.**

6 The employee with the earliest hire date shall have preferential rights regarding filling of open job
7 assignments, promotions, and layoffs when ability and performance are substantially equal with those
8 individuals junior to him/her. If the District determines that seniority rights should not govern because
9 a junior employee possesses ability and performance substantially greater than a senior employee or
10 employees, upon written request of the employee the District shall set forth in writing, to the employee
11 or senior employees and the Union President, its reasons why the senior employee or employees have
12 been bypassed.

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14 **Section 9.6.1.**

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

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32 This Letter of Agreement shall become effective May 1, 2019, shall remain in effect until August 31, 2020, and
33 shall be attached to the Collective Bargaining Agreement. Upon mutual written consent by both parties, this
34 Letter of Agreement may be reviewed for possible revision.

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36 PUBLIC SCHOOL EMPLOYEES
37 OF WASHINGTON

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39 PUBLIC SCHOOL EMPLOYEES
40 OF NORTH KITSAP

NORTH KITSAP SCHOOL DISTRICT #400

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42
43 BY: Dawn Navarette
44 Dawn Navarette, Chapter President

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47 BY: Laurynn Evans
48 Laurynn Evans, Superintendent

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DATE: 5-1-19

DATE: 7 May 2019

