LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, EVERETT ASSOCIATION OF PARAEDUCATORS AND THE EVERETT SCHOOL DISTRICT #2. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following for the 2019-20 and 2020-21 school years only:

1. The parties agree to replace Article XVII as follows:

ARTICLE XVII - PARAEDUCATOR COMPETENCY

Section 17.1:
All paraeducators must meet the minimum employment requirements for paraeducators described in RCW 28A.413.040, in addition to any District employment required qualifications. To maintain employment, all paraeducators will be required to meet the training requirements, as outlined by the state, for the Fundamental Course of Study (FCS).

Section 17.2. Obtaining Certification.
To meet FCS requirements, each employee shall complete the training for the state designated FCS required content areas, First Aid/CPR Training, HIV Bloodborne Pathogen Training and Lifting Training. First Aid/CPR certification must be obtained within sixty (60) days of employment. For the 2019-20 school year, employees are required to complete the fourteen hours of training in the state designated FCS by the end of the 2019-20 school year to maintain employment with the District. For the 2020-21 school year, should the state provide sufficient funding, employees will be required to complete an additional fourteen hours of training to complete the FCS. The District shall provide opportunities to complete this training. Additionally, First Aid/CPR certification must be renewed every two years.

Section 17.3. Annual Notice and Progress.
By the last instructional day of each school year, employees will be provided with a record, via the electronic system, of training hours on file with the District.

Section 17.4. Fundamental Course of Study Premium.
Upon completion of the fourteen clock hours of the FCS, employees shall receive $.25 per hour above the employee’s base rate. Employees completing the twenty-eight clock hours of the FCS shall receive an additional $.25 per hour for a total of $.50 per hour above the employee’s base rate.

Movement will be based on records as of June 30 of a school year and will become effective at the beginning of the following school year.

Grandfathering of Employees. Paraeducators employed by the District as of September 1, 2019 who achieved a stipend related to Level II ($ .25 per hour) or Level III ($ .50 per hour) during the 2018-19 school year, shall continue to receive such level pay for the duration of the existing collective bargaining agreement. The District will maintain a list of employees on these levels. To
maintain this Level II or III status during this time period, employees shall continue to demonstrate competency on annual evaluations and complete ten (10) hours per year of self-directed training in areas related to the employee’s position.

2. In order to achieve the required training related to the fundamental course of study, as well as other additional professional development, the parties agree to the following for the 2019-20 and 2020-21 school years:

   a. **Revise Section 14.8 as follows:**

      Beginning with the 2017-18 school year, all employees will be eligible to participate in four and one-half (4.5) hours of building professional development on the date determined by the District on the school calendar. Attendance at such sessions will be compensated as instructed at the session. For the 2019-20 school year, this training will be mandatory for all employees and will be held on either August 28 or 29, 2019 and will be six hours in duration. For the 2020-21 school year, this training will be six (6) hours of additional professional development, for employees not already scheduled to work, paid at the employee’s regular rate of pay via timesheet or through the professional development software system. This training will be held on September 3, 2020.

   b. Two mandatory training days will be held on August 26 and 27, 2019 for a period of seven hours each day.

   c. Two additional training days will be held on August 31 and September 1, 2020 for a period of six hours each day. Employees will participate in professional development activities, including training provided to obtain the FCS. Employees attending this training will be paid via timesheet or through the professional development software system, if not already scheduled to work on these days. Employees with professional development scheduled on August 31, 2020, in lieu of the employee’s regular workday, will have their work year adjusted accordingly.

   Employees scheduled to work on September 1, 2020, will be provided an alternative to complete any required FCS hours, as scheduled by the District.

   d. A mandatory six-hour training day will be held on October 18, 2019. On this day, employees will have the opportunity to participate in either professional development activities or the online training modules for the fundamental course of study.

   e. An additional six-hour training day will be held on October 16, 2020. On this day, employees will have the opportunity to participate in either professional development activities or the online training modules for the fundamental course of study. Employees attending this training will be paid via timesheet or through the professional development software system, if not already scheduled to work on this day.

   Employees scheduled to work on October 16, 2020, will be provided a paid alternative to complete any required FCS hours, as scheduled by the District.
f. Employees who wish to take courses toward the FCS at times or opportunities other than those offered by the District will not be compensated for these hours. However, those hours may count toward the employee’s achievement of the FCS according to state guidelines.

g. Paraeducators new to the District will be required to attend training to meet the fundamental course of study requirements as scheduled by the District.

3. Should the legislature fund the general paraeducator certificate for the 2020-21 school year, the parties agree to meet and reopen Article XVII prior to the 2020-21 school year, for the purpose of discussing the implementation of the general paraeducator certificate.

This Letter of Agreement shall become effective upon signatures of both parties, shall remain in effect until August 31, 2021 and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU 1948

EVERETT EAP CHAPTER #1107

BY: __________________________
Laura Rogers, Chapter President

DATE: 3-5-2020

EVERETT SCHOOL DISTRICT #2

BY: __________________________
Dr. Ian B. Saltzman, Superintendent

DATE: June 12, 2020

Letter of Agreement – Article XVII and Section 14.8
PSE of Everett EAP#1107/Everett School District #2

Page 3 of 3
December 3, 2019
Revised February 2020