

1 **LETTER OF AGREEMENT**

2
3 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING
4 AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948,
5 KENNEWICK ASSOCIATION OF EDUCATION SUPPORT PROFESSIONALS (KAESP) CHAPTER
6 AND KENNEWICK SCHOOL DISTRICT #17 PURSUANT TO ARTICLE XVIII, SECTION 18.1 OF THE
7 CURRENT COLLECTIVE BARGAINING AGREEMENT.
8

9 The parties agree that the following Sections shall be added to the Collective Bargaining Agreement:
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11 **Section 14.5. Minimum Employment Requirements for Paraeducators.**

12 Paraeducators will be defined as a classified public school or school district employee who works under the
13 supervision of a certified or licensed staff member, from Kindergarten to 12th grade to support and assist in
14 providing instructional and other services to students and their families, including library assistant
15 excluding bus monitors, lunchroom aides and community service aides. (WAC 179-01-020).
16

17 Effective September 1, 2019 all paraeducators must meet the following minimum requirements per RCW
18 28A.413.040:

- 19 1. Be at least eighteen (18) years of age and hold a high school diploma or its equivalent; **and**
20 2. (a) Have received a passing grade on the education testing service paraeducator assessment; **or**
21 (b) Hold an associate of arts degree; **or**
22 (c) Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an institution or
23 higher education **or**
24 (d) Have completed a registered apprenticeship program.
25

26 **Section 14.6.**

27 The Paraeducator Standards Board (PESB) and the State of Washington have determined that all
28 Paraeducators must begin a formal and State approved certification process beginning with the 2019-2020
29 school year.

30 The certification requirements are as follows:

- 31 1. It is a Washington State requirement that all Paraeducators must be certified in the Fundamental
32 Course of Study (FCS) by August 1, 2021. Cashiers are not required to complete the FCS or any
33 other coursework, unless the cashier is also working as a classroom Paraeducator.
34 2. The PESB has outlined the requirements for twenty eight (28) hours of training that the District is
35 required to provide for all current paraeducators by the end of the 2021-22 school year.
36 Paraeducators hired after September 1, 2019 will have two (2) years from the date of hire to
37 complete these requirements.
38 3. In addition, each Paraeducator must complete a Paraeducator Certificate within three years of
39 employment for newly hired employees. Current employees must complete the Certificate by the
40 end of the 2022-23 school year. This certificate requires an additional seventy (70) hours of training
41 that can be obtained through the District, or other training as certified by OSPI. Clock hours must
42 be certified prior to taking the course.
43 4. Optional certificates in SPED (20 hours) and ELL (20 hours) may also be earned. The hours earned
44 for optional certificates may also count toward the required certificate.
45 5. The District is responsible for providing required training. Paraeducators will receive pay for any
46 time in training that is outside of the normal workday.
47

48 **Training Deadlines**

- 49 1. Paraeducators hired on or before September 1, 2019 must complete twenty eight (28) hours of FCS

1 training by September 1, 2021.

- 2 2. Paraeducators hired for the first time during the 2019-2020 school year who did not receive training
- 3 must complete fourteen (14) hours of FCS training by September 1, 2021.
- 4 3. New paraeducators hired on or before September 1, 2020 must complete fourteen (14) hours of
- 5 FCS training by September 30 2020.
- 6 4. New paraeducators hired after September 1, 2020 must complete fourteen (14) hours of FCS
- 7 training within four months of the date of hire or by September 1, 2021, whichever is sooner.

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9 **Paraeducator Responsibilities**

10 Each Paraeducator is responsible to do the following:

- 11 1. Register for courses provided by the District or its designee, in District approved registration
- 12 process.
- 13 2. Maintain course completion documentation as directed by the District.
- 14 3. **Note that failure to meet the training deadines listed above may lead to termination of**
- 15 **employment.** However, the District recognizes that scheduling and limiting attendance at each
- 16 training may impact the employee’s ability to complete training. Therefore, if employees fail to
- 17 meet qualifications, the District and PSE will address each employee on a case-by-case basis.

18
19 **District Responsibilities**

20 The District will be responsible to do the following:

- 21 1. Schedule trainings that meet the requirements of PESB in the Fundamental Course of Study.
- 22 2. Provide a process for registration and maintenance of clock hour records, and to provide
- 23 instructions/documentation to Paraeducators on all processes and requirements.
- 24 3. Provide multiple opportunities for all Paraeducators to obtain FCS clock hour training in the
- 25 Fundamental Course of Study during the 2020-2021 school year. Courses taken after the last day of
- 26 school will be the sole responsibility of the employee and at the employee’s expense.

27
28 Each employee shall be paid his or her current hourly rate of pay for all required trainings. These trainings
29 will occur on: professional development days, early release days and conference days. Trainings will need
30 to be completed no later than July 31, unless otherwise agreed upon between the Association and District.
31 Continuation of the Fundamental Course of Study is entirely dependent upon funding from the State of
32 Washington.

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34 This Letter of Agreement shall become effective on September 1, 2020, shall remain in effect until
35 August 31, 2021, and shall be attached to the current Collective Bargaining Agreement.

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37 PUBLIC SCHOOL EMPLOYEES OF
38 WASHINGTON/SEIU LOCAL 1948
39 KENNEWICK KAESP CHAPTER

KENNEWICK SCHOOL DISTRICT #17

40
41 BY: Melanie Stong
42 Melanie Stong, Co-Chapter President

41 BY: Toni Neidhold
42 Toni Neidhold, Human Resources Director

43
44 DATE: 2-18-2021

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44 DATE: 2/18/2021

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46
47 BY: Brandy Strait
48 Brandy Strait, Co-Chapter President

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50 DATE: 2/18/2021

