

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, ODESSA CHAPTER AND THE ODESSA SCHOOL DISTRICT #105-157-166J. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XIII, SECTION 13.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

1. Section 4.2. will read as follows:

Section 4.2. New Hires.

The District will provide PSE reasonable access to new employees of the bargaining unit for the purposes of presenting information about PSE to the new employee. “Reasonable access” for the purposes of this section means the access to the new employee occurs within one week of the employee’s start date within the bargaining unit; the access is for no less than thirty (30) minutes; and the access occurs during the new employee’s regular work hours at the employee’s regular worksite, or at a location mutually agreed to by the District and PSE.

2. New Language – Section 5.9.4.:

Section 5.9.4. Paraeducator Training.

Effective September 1, 2019, all paraeducators defined as classified school employees who work under the supervision of a certificated or licensed staff member to support and assist in providing instructional and other services to students and their families must meet the following minimum requirements:

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

Paraeducators will be required to complete the Fundamental Course of Study (FCS). For the 2019-2020 school year, the District must provide 14 hours of the 28 hours (FCS). The training must be paid training for the employee and cover associated costs on the state standards of practice for Paraeducators. The District will provide access to computers and other technology needed to be successful in obtaining the (FCS) and certificates.

1 Paraeducators are then eligible to earn a General Certificate by completing an additional 70 hours of
2 courses on the standards of practice. The General Certificate must be completed within three (3) years
3 of finishing the FCS and will not expire.
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5 Paraeducators may also complete the Subject Matter Certificates (SMC). The SMC consists of the
6 English Language Learner (ELL) Subject Matter and the Special Education Subject Matter
7 Certificates. Both certificates require 20 hours of professional development in their specific subject
8 area and the certificates will expire after five (5) years. Course hours for the SMC will count towards
9 the General Certificate.
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11 Paraeducators who choose to obtain the Advanced Paraeducator Certificate will complete 75 hours of
12 professional development related to the following duties: assisting in highly impacted classrooms,
13 assisting in specialized instructional support and instructional technology applications, mentoring and
14 coaching other paraeducators and acting as a short-term emergency substitute teacher.
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17 3. New Language – Section 7.1.3.:

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19 **Section 7.1.3. WA State Paid Family and Medical Leave.**

20 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical
21 Leave under the Washington State Family and Medical Leave and Insurance Act. To be eligible
22 for this leave, employees must have worked a minimum of 820 hours within the past calendar year.
23 More information can be found at <https://paidleave.wa.gov/workers>.
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26 4. Section 12.6. will read as follows:
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28 **Section 12.6.**

29 The District shall contribute an additional three hundred and three dollars and eighty-four cents
30 (\$303.84) per FTE annually to the classified insurance pool to help offset employees out of
31 pocket costs for insurance coverage. For the purpose of this Section an FTE is defined as 1440
32 hours. The District shall also contribute an additional three thousand dollars (\$3,000) per year to
33 the insurance pool. This shall conclude on December 31, 2019.
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36 5. Section 14.1. will read as follows:
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38 **Section 14.1.**

39 The District shall contribute to the classified bargaining unit insurance pool the full state flow
40 through amount for insurance benefits. The District shall remit the premium for the State Health
41 Care Authority “Retiree Carve out” from District funds. For the term of this agreement, the
42 insurance pool shall be applied in accordance with current practice.
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44 Employees less than 1.0 FTE will receive a pro rata share based on their percentage of FTE of the
45 maximum contribution. The District will use 1440 hours for determining FTE for purposes of
46 insurance. Benefit FTE shall be based on *a minimum* of one hundred and eighty (180) days for each
47 affected bargaining unit member. This shall conclude on December 31, 2019.
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1 6. New Language – Section 14.1.2.:

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Section 14.1.2. SEBB (School Employees Benefits Board).

Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees Benefits Board (SEBB).

10 7. New Language – Section 14.1.3.:

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Section 14.1.3. SEBB Insurance Plans.

The employer agrees to provide timely information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.

18 8. New Language – Section 14.1.4.:

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Section 14.1.4. SEBB Eligibility.

The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work 630 hours or more per school year.

25 9. Section 15.1. will read as follows:

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Section 15.1. Association Membership.

The parties recognize that each employee has the right to become a member of the Association and the District will not discriminate, restrain, retaliate, coerce or interfere against any employee in that process. Each employee subject to this Agreement may choose to become an Association member in good standing by paying monthly dues. The Association shall be the custodian of record in terms of employee Association Membership.

35 10. New Language – Section 15.2.:

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Section 15.2. Dues Authorizations.

The District shall deduct PSE dues, assessments, or voluntary political contributions from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. PSE will be the custodian of the records related to dues authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of those records. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.



1 11. New Language – Section 15.3.:
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3 **Section 15.3. E-Signatures.**

4 The District agrees to accept dues authorizations via written, voice authorization or by E-signature
5 in accordance with “E-SIGN”. Public School Employees of Washington/SEIU Local 1948 (PSE)
6 will provide a list of those members who have agreed to union membership via voice authorization.
7 In addition, upon request, access to the District to the .wav files associated with the voice
8 authorization.
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15 This Letter of Agreement shall be effective September 1, 2019, will expire August 31, 2020 and shall
16 be attached to the current Collective Bargaining Agreement.
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21 PUBLIC SCHOOL EMPLOYEES
22 OF WASHINGTON/SEIU LOCAL 1948

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24 ODESSA CHAPTER

ODESSA SCHOOL DISTRICT #105-157-166J

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29 BY: _____
30 Lindsay Starkel, Chapter President

BY: _____
Dan Read, Superintendent

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33 DATE: _____

DATE: _____



PSE SCHEDULE A
ODESSA SCHOOL DISTRICT #105-157-166J
SEPTEMBER 1, 2019 – AUGUST 31, 2020
 Adding 3.5% State Salary Wage Increase

<u>CLASSIFICATION/POSITION</u>	<u>Years of Experience</u>					
	<u>0-3</u> <u>years</u>	<u>4-7</u> <u>years</u>	<u>8-10</u> <u>years</u>	<u>11-14</u> <u>years</u>	<u>15+</u> <u>years</u>	<u>20+</u> <u>years</u>
<u>Custodial/Maintenance</u>						
Custodian / Maintenance II	\$15.12	\$16.26	\$17.38	\$18.42	\$19.02	\$19.59
Grounds / General	\$14.33	\$15.44	\$16.52	\$17.50	\$18.08	\$18.62
Maint / Trans. Assistant	\$15.12	\$16.26	\$17.38	\$18.42	\$19.02	\$19.59
Vacation / Substitute Custodian	\$13.50					
<u>Paraeducators</u>						
Paraeducator	\$14.29	\$15.38	\$15.78	\$16.74	\$17.24	\$17.76
AA Degree / BA Degree	0.40 /hr.	0.40 /hr.	0.40 /hr.	0.40 /hr.	0.40 /hr.	0.40 /hr.
Teacher Certified Paraeducator	\$15.33	\$16.47	\$16.88	\$17.88	\$18.41	\$18.97
Library Paraeducator	\$15.20	\$16.32	\$16.75	\$17.76	\$18.29	\$18.83
Substitute Paraeducator	\$13.50					

*Paraeducators who work at least seventy percent (70%) of their day in special education shall receive an additional fifty cents (\$0.50) per hour for all hours worked.

Food Service

Head Cook	\$17.25	\$17.93	\$18.84	\$19.95	\$21.33	\$21.98
Assistant Cook	\$14.24	\$15.33	\$15.72	\$16.67	\$17.18	\$17.70
Substitute Kitchen Help	\$13.50					

Transportation

Bus Driver	\$17.47	\$18.22	\$18.92	\$19.47	\$20.10	\$20.70
Driver Standby	\$15.53	\$15.53	\$15.53	\$15.53	\$15.53	\$15.53
Substitute bus Drivers (Base pay 0-3 years)	\$17.47					

Work Year

1. Paraeducators work at least one hundred eighty days (180) per school year.
2. Bus Drivers shall work at least one hundred eighty days (180) per school year.
3. Food Service shall work at least one hundred eighty days (180) per school year.
4. Custodial/Maintenance shall work at least two hundred sixty days (260) per school year.
5. Maintenance/Transportation Assistant shall work at least two hundred twenty days (220) per school year.

Addendum A
Odessa School District

Additional Pay for Credits/Clock Hours Earned

Any employee may seek to improve his/her skills, knowledge and enhance their current position by taking classes and workshops approved by the District. Credits or clock hours earned may be applied to the following schedule for salary enhancement. This section will become effective beginning with the 2006-07 school year.

10 clock hours equals one (1) credit.

5 cr. (30CH)
\$0.05

10 cr. (60CH)
\$0.15

20 cr. (120CH)
\$0.20

40 cr. (240CH)
\$0.40

Schedule A Provisions

Credit/Clock Hours

1. Credits must be documented on a signed clock hour form or an official college transcript.
2. Documentation of course completion for salary enhancement must be submitted to the District office no later than September 1.
3. Prior approval will be secured from the Superintendent by the participant of the workshop or class before the district will grant the credits or clock hours toward salary enhancement.
4. Negotiated salary increases will be applied to the hourly wage and then credit enhancement additions shall be made.
5. Credit or clock hours for a specific class will be accepted for salary enhancement purposes only once.