

Memorandum of Understanding  
Between  
Shoreline School District No. 412 and Shoreline Children's Center Association

SCCA Representation of Head Start Lead Teachers, Assistants, and Instructional Aides

THIS MEMORANDUM OF UNDERSTANDING regarding **SCCA representation of Head Start Lead Teachers, Assistants and Instructional Aides** is effective as of the date below and is supplemental to the 2018-2021 Collective Bargaining Agreement (CBA) between Shoreline Children's Center Association (SCCA) and Shoreline School District No. 412 (District).

WHEREAS, the District currently offers a self-sustaining Head Start Preschool Program funded entirely by a federal grant administered through the Puget Sound Educational Service District (PSESD); and

WHEREAS, the Head Start grant prohibits use of federal funds for expenditures in programs other than Head Start; and

WHEREAS, certain positions funded by the Head Start grant in the District have not been represented by a union; and

WHEREAS, Head Start employees not represented by a union initiated discussions with various Union representatives in Spring 2018 regarding potential representation; and

WHEREAS, the Washington Public Employment Relations Commission (PERC) reviewed a representation petition filed on behalf of non-represented Head Start positions by Public School Employees of Washington (PSE) and found Head Start Positions do share a community of interest sufficient to make bargaining unit representation appropriate (see PERC Decision 12914 pertaining to Case Number 130466-E-18, issued September 24, 2018); and

WHEREAS, PSE withdrew their petition to represent Head Start non-represented positions and PERC issued Decision 12914 -A-PECB Order Closing Case on October 19, 2018; and

WHEREAS, employees in the non-represented Head Start positions of Lead Teacher, Assistant, and Instructional Aide have requested representation by SCCA, and SCCA and the District have agreed to SCCA representation of Head Start Lead Teachers, Assistants, and Instructional Aides;

NOW, THEREFORE, the Parties have agreed to the following:

1. Head Start Lead Teachers, Assistants, and Instructional Aides share a community of interest with positions represented by SCCA.
2. To ensure Head Start positions remain compliant with federal grant requirements, the District will retain a unique job description (including job qualifications) for Head Start Lead Teachers, Assistants, and Instructional Aides.
3. From time to time, the PSESD as grant administrator may require the District to modify Head Start job descriptions. The District will modify the job description(s) as required, and provide SCCA with a copy of the new job description(s). If SCCA demands to bargain the impacts of the revised job description, the District will engage in bargaining with SCCA regarding the impacts of the revised job description.
4. The District in its sole discretion will determine whether the Head Start Preschool Program is offered in Shoreline School District. In the event the program is discontinued, the provisions in Article 22 of the CBA regarding Layoff and Recall will apply.
5. To facilitate the inclusion of Head Start positions, the following revisions are made to the CBA (to include renumbering existing paragraphs to accommodate the revisions):
  - a. New: 1.3 The Head Start program is funded through federal grants and operates as a self-sustaining program and the SCCA recognizes that the program operates as a service to eligible parents and students.

Memorandum of Understanding  
Between

Shoreline School District No. 412 and Shoreline Children's Center Association

SCCA Representation of Head Start Lead Teachers, Assistants, and Instructional Aides

- b. Revise: 2.1 The District recognizes the Association as the exclusive bargaining representative for all regular day care ~~early learning and Children's Center~~ extended care provider personnel of the Shoreline School District, excluding supervisors, confidential employees and employees represented in other bargaining units. The Association was certified by the Public Employment Relations Commission on May 6, 1994, Decision 4701 - PECB following a Public Employment Relations Commission election of April 27, 1994.
- c. New: 8.4 **HEAD START LEAD TEACHER:** The job qualifications and responsibilities for this position are determined by the District with approval by the regional administrator of the federal grant. The current education requirements are an AA or higher in ECE with experience teaching preschool age children, a teaching certificate with an endorsement in ECE or ECSE with experience in teaching preschool age children, or an AA in a related field with 20 credits in ECE and 1 school year experience in a preschool classroom. Current and former Head Start program parents must be considered for employment vacancies for which they apply and are qualified. Head Start Lead Teachers will plan and implement the daily activities for the classroom in accordance with the federal grant requirements and the policies and philosophy of the District.
- d. New: 8.5 **HEAD START ASSISTANT:** The job qualifications and responsibilities for this position are determined by the District with approval by the regional administrator of the federal grant. The current education requirements are a CDA (Child Development Associate) certificate, or the hiree must be enrolled in a program for an ECE Initial Certificate (12 credits) to be completed within 2 years. Current and former Head Start program parents must be considered for employment vacancies for which they apply and are qualified. The Preschool Assistant will provide support services for the care and instruction of children by working closely with the Lead Teacher.
- e. New: 8.9 **HEAD START INSTRUCTIONAL AIDE:** This position will require graduation from high school or a GED, with experience and/or interest in working with children. Current and former Head Start program parents must be considered for employment vacancies for which they apply and are qualified. The Instructional Aide will provide temporary assistance based on individual classroom needs as approved by the grant, short-term break coverage for teachers and assistants in Head Start preschool classrooms, and work in the presence of another employee or supervisor.
- Revise: 9.1.1 The hourly rate for Lead Teachers with 1-3 years of experience shall equal 65% of the effective hourly rate for the SEA beginning teacher minimum base salary mandated by the State, plus the value of the guaranteed days of Professional Development included in the SEA contract for the beginning teacher TRI pay, unless said rate results in a decrease in pay, at which time the Parties agree to reopen compensation. The hourly rate for Lead Teachers with 4-7 years of experience shall equal a 5% increase over the rate for 1-3 years of experience, the rate for Lead Teachers with 8-9 years of experience shall equal a 10% increase over the rate for 1-3 years of experience, and the rate for Lead Teachers with 10+ years of experience shall equal a 15% increase over the rate for 1-3 years of experience. ~~The hourly rate for Head Start Lead Teachers will include the~~

Memorandum of Understanding  
Between  
Shoreline School District No. 412 and Shoreline Children's Center Association

SCCA Representation of Head Start Lead Teachers, Assistants, and Instructional Aides

equivalent value of the AA/ECE education stipend in recognition that it is a minimum job qualification for their position.

- g. New: 9.1.4 Experience for placement on the pay scale shall include work experience, exclusive of substitute work, in a Shoreline School District preschool classroom or in another public preschool program. Such employment experience shall be documented by the former employer(s) and confirmed by HR before it is recognized through placement on the pay scale. Total years of experience shall be rounded to the nearest whole number, with a sum of less than .5 years of experience rounded down and a sum of .5 years of experience or more rounded up.
- h. Revise: 9.2.1 To encourage and recognize personal and professional growth, the following annual educational incentive stipends will be paid for the following educational levels for Children's Center and Head Start employees working fulltime in a regular position as defined below. (Note: Lead Teachers are required to have an AA or ECE Certificate as a minimum job qualification, therefore the AA stipend amount has been incorporated into the hourly rate for the Lead Teacher position; the AA/ECE Certification stipend will not be paid in addition to their hourly rate. A Lead Teacher is eligible for additional education stipends beyond the AA/ECE Certification level. Any Lead Teacher who was hired prior to 9.1.18 and who does not have an AA or ECE certificate will be grandfathered at an hourly rate that excludes the equivalent hourly value of the AA/ECE Certification stipend.)
- i. Revise: 13.2 Transition between Major Sessions. Prior to the start of the Children's Center summer school session, employees working during the summer school session will be entitled to work up to eight (8) hours for the setup of classrooms for the upcoming summer session. Employees who are changing classroom or age level for the summer school session are entitled to work up to an additional four (4) hours.
- j. New: 13.3 Release time for Head Start grant responsibilities. Each Head Start Lead Teacher shall be eligible for no more than 4 release days, approved in advance by the Administrator, to complete specific responsibilities of the Head Start grant that cannot be completed within the employee's regular work schedule.
- k. Revise: 13.5 Holidays: Employees hired for the school year program shall receive pay for ~~ten~~ eleven (101) holidays:
- Labor Day
  - Veterans Day
  - Thanksgiving Day
  - Friday after Thanksgiving Day
  - December 24th
  - December 25th
  - New Year's Eve Day
  - New Year's Day
  - Martin Luther King Day
  - Presidents Day
  - Memorial Day

Memorandum of Understanding  
Between  
Shoreline School District No. 412 and Shoreline Children's Center Association

SCCA Representation of Head Start Lead Teachers, Assistants, and Instructional Aides

l. ~~Revise: 14.3.1 At the beginning of each work year employees will be credited in advance with vacation leave as listed below. Employees who terminate prior to the completion of the school year who have used more vacation leave than accrued on a monthly basis shall have their final pay warrant adjusted to reflect such overuse.~~

**VACATION SCHEDULE**

Years Experience	1	2	3	4	5	7	10
# of Days: Leads and Assistants	23	23	34	56	67	89	110

m. Revise: 14.3.2 Procedures

a. Except in the case of illness or unplanned personal emergencies, use of vacation leave must be approved by the Center administrator at least one week in advance and subject to the ability to cover the absence. No more than 5% of the two employees at the Edwin Pratt Early Learning Children's Center (including summer) and 5% of the two employees in the before and after school program may use vacation leave on the same day. (If 5% equates to less than two employees in either case, a minimum of two employees may be approved to use vacation leave on the same day.) Scheduling of the use of vacation leave will be done on a first come, first serve basis.

n. Revise: 19.3 Shoreline Children's Center Employees covered by this agreement are encouraged to apply for any position available. An employee is encouraged to seek a career conference when the individual is interested in a transfer or reassignment or promotion from their current position.

o. Revise: 19.4 The criteria for filling vacancies at the Children's Center covered by this agreement shall be based on program need.

~~p. Revise: 19.5 Employees may apply for positions during the summer session and break sessions. Summer school child care employment is optional for the employee, but position availability is based upon student enrollment and attendance, and is not necessarily guaranteed. Employees working during the regular school session shall be given first consideration in accepting employment for the summer school program before employment for the summer school program is offered to outside candidates.~~

~~A priority will be to create consistent staffing for all children attending summer and/or break sessions; to that end, a preference will be to assign staff to the same age level as their regular assignment and to select staff who are able to work the same assigned shift during the entire break period. First consideration will be given on the basis of seniority, qualifications, performance evaluations and experience.~~

q. Revise: 20.3 **INVOLUNTARY TRANSFER PROCEDURE**

An involuntary transfer may be initiated by the District to address staffing requirements at a location. In rare instances the District may also initiate an involuntary transfer to improve

Memorandum of Understanding  
Between  
Shoreline School District No. 412 and Shoreline Children's Center Association

SCCA Representation of Head Start Lead Teachers, Assistants, and Instructional Aides the educational and/or work environment. Prior to providing notice to the employee of the District's intention to implement an involuntary transfer, the Human Resources Director and Association Representative(s) shall meet and discuss the circumstances of, and necessity for, the proposed involuntary transfer.

In the event the District needs to address staffing requirements at a location, the District will first request volunteers for transfer. Should transfers be necessary beyond those accommodated by volunteers, the District may transfer the least senior employee who meets the stated qualifications for the position.

Any employee involuntarily transferred shall be given written reason(s) for such transfer.

Members working at the ~~Shoreline Children's~~ Edwin Pratt Early Learning Center shall not be involuntarily transferred to extended care sites and vice versa, without mutual agreement of the Association and the District.

- r. ~~Revise: 26.2.3~~ Application for pre-approval must be made to the ~~Children's Center~~ Administrator prior to attendance at the desired training.
- s. ~~Revise: 26.2.4~~ Professional development hours for Children's Center employees may be used for Children's Center Committee work for the following committees: Reggio, Summer/Break Planning, Emergency, Scheduling and Curriculum.
- t. ~~Revise: 26.2.5~~ Beginning February 1 of the current school year, any unused or undesignated professional development hours will be put into a Professional Development (PD) pool. At that time, all employees assigned to the same program (Shoreline Children's Center, Head Start) will have access through the application process to pool hours donated by employees assigned to the same program through the application process. To the best of the administrator's ability, ~~the parties agree that pooled hours will be shared equitably between employees assigned to the same program requesting additional hours to the best of the administrator's ability.~~

On February 1 and continuing through August 31 of the current school year, any employee may request usage of pooled hours per the above parameters.

Application for pooled hours must include the name and subject matter of the course, the hours needed from the pool, and the date said hours will be used. A form will be available for this purpose. An application must be submitted to the ~~Children's Center~~ Administrator prior to attendance at the training/experience.

Employees who wish to reserve their pool hours for use after January 31 can do so by emailing a reservation request to the ~~Children's Center~~ Administrator stating the employee's intent to use the hours. The reservation must include the name and subject matter of the course, the hours needed to participate, and the date(s) of intended use.

Memorandum of Understanding  
Between  
Shoreline School District No. 412 and Shoreline Children's Center Association

SCCA Representation of Head Start Lead Teachers, Assistants, and Instructional Aides

- u. Revise: 26.2.7 Employees are encouraged to bring any questions to the Labor Management Committee through their SCCA building representative or ~~Children's Center~~ Administrator.
  
- v. Revise: 27.3.2 The District agrees that a designated representative of the Association and the Association president or designee shall have access to District facility premises during regular school hours to conduct Association business so long as such business does not  
  
disrupt program activities, as determined by the ~~Children's Center~~ Director or building principals.
  
- w. Revise: 27.4.8 Tuition Discount for ~~Children's Center~~ Staff. Staff covered by this Agreement will receive a twenty (20) percent discount on tuition charges when enrolling their child(ren) at the Shoreline Children's Center and/or Extended Care sites.
  
- x. New: 30.6 Head Start Leads shall be provided with 120 minutes of classroom preparation time per day, which may include one staff meeting per week that is no more than 60 minutes.
  
- y. New: 30.7 Head Start Assistants shall be provided with 30 minutes of classroom preparation time per day.
  
- z. Revise: 31.1 Every employee is responsible for safety. To achieve the goal of providing a completely safe work place, every employee must be safety conscious. Employees are to immediately report any unsafe or hazardous condition directly to their administrator of the ~~Children's Center~~. Every effort will be made to remedy problems as quickly as possible.
  
- aa. Revise: 31.2 In case of an accident involving a personal injury to any person including employees, students, or visitors, regardless of how serious, employees are to immediately report such incidents to their administrator of the ~~Children's Center~~. Failure to report accidents can result in a violation of legal requirements and can lead to difficulties in processing insurance and benefit claims.
  
- bb. New: 31.6 In the event of inclement weather or other emergency conditions, the following applies to the Head Start program

If Shoreline Schools are operating 2 hours late, the Head Start program will operate 2 hours late as well.

If Shoreline Schools are closed, the Head Start program will also be closed.

If Shoreline Schools close early due to emergency conditions, the Head Start program will also close. The Head Start program will operate on limited staffing until all students are picked up.

Memorandum of Understanding  
Between  
Shoreline School District No. 412 and Shoreline Children's Center Association

SCCA Representation of Head Start Lead Teachers, Assistants, and Instructional Aides

- cc. Revise: 32.1 SCCA (Shoreline Children's Center Association) and the Shoreline School District agree to convene a Labor Management Committee (LMC) at least once per month during the school year for the purpose of seeking resolution on issues of common concern. The committee will be comprised of the UniServ Representative and five ~~four~~ (5) bargaining unit members (President and ~~three~~ four representatives) plus management representatives (Children's Center Director and any other management representatives deemed appropriate). In addition, a regular meeting between union leadership and the ~~Children's Center~~ administration shall occur to establish and foster open and regular communication regarding topics of mutual interest.
- dd. Attachment A – Salary Schedule shall be revised per the attached schedule.
6. It is the intent of the Parties that all other provisions of the CBA shall apply equally to Head Start and Children's Center staff. In the event another provision of the CBA is found to be unacceptable within the parameters for the use of Head Start funds, it shall be the responsibility of the District to bring the matter to the attention of SCCA and bargain the impacts of that issue.

Agreed to this 9<sup>th</sup> day of January, 2019.

Cody Speer  
For SCCA

Mark A. Miller  
For Shoreline School District

[Signature]  
For SCCA

G. Bentley Bert  
For Shoreline School District