

Memorandum of Understanding
Between
Shoreline School District No. 412 and Shoreline Educational Support Professionals Association

SESPA Representation of Head Start Family Support Workers

THIS MEMORANDUM OF UNDERSTANDING regarding **SESPA Representation of Head Start Family Support Workers** is effective as of the date below and is supplemental to the 2018-2022 Collective Bargaining Agreement (CBA) between the Shoreline Educational Professionals Association (SESPA) 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, employees in the Head Start program positions of Head Start Coordinator, Family Support Worker, Lead Teacher, and Teacher Assistant ("Head Start Positions") initiated discussions with various union representatives in Spring 2018 regarding potential representation; and

WHEREAS, the Public School Employees of Washington (PSE) filed but later withdrew a representation petition with the Public Employment Relations Commission (PERC), Case Number 130466-E-18, and PERC subsequently ordered that matter closed (Decision 12914-A, dated October 19, 2018); and

WHEREAS, the existing SESPA bargaining unit includes the position of Family Advocate, which performs job functions similar to those of the Head Start Family Support Worker position; and

WHEREAS, the Parties believe that the Head Start Family Support Worker position shares a community of interest with the Family Advocate position represented by SESPA; and

WHEREAS, the employees currently assigned as Head Start Family Support Workers have requested representation by SESPA, and SESPA and the District have agreed that the District will voluntarily recognize SESPA as the exclusive bargaining representative of Head Start Family Support Workers pursuant to the Public Employees' Collective Bargaining Act (PECBA), Chapter 41.56 RCW, effective as of the date this Agreement is signed.

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

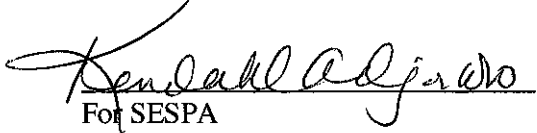
1. The District recognizes SESPA as the exclusive bargaining representative of the Head Start Family Support Worker position, and said position will be deemed listed among those bargaining unit positions identified in Attachment #1 to the CBA, effective as of the date this Agreement is signed.
2. To ensure the Head Start Family Support Worker position remains compliant with federal grant and other legal requirements, the District will retain a unique job description (including job qualifications) for Head Start Family Support Workers (as compared with Family Advocate positions working outside of the Head Start program). The job description will remain that currently used by the District, unless later modified consistent with paragraph 3, below, or Section 9.0 of the CBA. Based on the duties of the current job description, the Head Start Family Support Worker position is classified as a SESPA 6 position and will generally have the same terms and conditions of employment as the Family Advocate positions currently represented by SESPA.

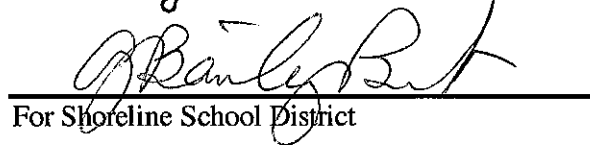
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3. From time to time, the PSESD (as Head Start program grant administrator) may require the District to modify the Head Start Family Support Worker job duties, qualifications, or other terms and conditions of employment, which will also require changes to the position's job description. Section 6 of the CBA notwithstanding, the Parties acknowledge and agree that the District will modify the terms and conditions of employment for the Head Start Family Support Worker position and the related job description to remain in compliance with grant conditions and any other legal requirements for the Head Start program. The District will provide SESPA with a copy of the job description reflecting any such changes to terms and conditions of employment. If SESPA demands to bargain the impacts of the revised terms and conditions of employment and/or job description, the District will participate in a review of the position classification outside of the normal reclassification timelines included in Article 11 of the CBA. In the event the position is reclassified as a result of such review, the new classification will be effective as of a date mutually agreed upon by the Parties.
4. Seniority for Head Start Family Support Workers employed by the District as of the effective date of this Agreement will be recognized as follows:
 - a. In cases where the current employee has previously worked in a SESPA position with permanent hours, only previously accrued SESPA seniority will be granted.
 - b. In cases where the current employee has not previously worked in a SESPA position, s/he will begin seniority accrual on January 1, 2019.
5. Placement on the SESPA Salary Schedule of Head Start Family Support Workers employed by the District as of the effective date of this Agreement will be in accordance with Article 14.2 of the CBA.
6. Head Start Family Support Workers employed in that position by the District as of the effective date of this Agreement shall not be subject to the 90-day probationary period described in Article 23.1.
7. It is the intent of the Parties that all other provisions of the current CBA will apply to Head Start Family Support Workers as described in the CBA, provided that such terms and conditions of employment accord with the legal requirements for the Head Start program. It will be the District's responsibility to bring to the attention of SESPA any provisions in the CBA that the District believes are not compliant with legal requirements. Should the parties later identify aspects of the CBA that are in conflict with legal requirements for the Head Start program, they will promptly meet and negotiate in good faith to resolve any such conflicts, but in any event, nothing in this Agreement will be interpreted or construed in a manner that would cause the District to lose any funding for the Head Start program.
8. The District in its sole discretion will determine whether the Head Start program is offered in Shoreline School District. In the event the program is discontinued, the provisions in Article 33 ("Reduction in the Work Force") will apply.

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Agreed to this 10 day of January, 2019.


For SESPA


For Shoreline School District


For SESPA


For Shoreline School District