

**MEMORANDUM OF UNDERSTANDING**  
between the  
**SERVICE EMPLOYEES INTERNATIONAL UNION 925**  
Administrative, Instructional and Support Personnel  
and the  
**BELLEVUE SCHOOL DISTRICT**  
Regarding  
Closure of the Bellevue Out of School Time (BOOST) Program

SEIU 925, representing Administrative and Instructional Support Personnel (AISP), and the Bellevue School District agree to the following:

**Summer Staffing 2021**

The following provisions will apply for summer staffing for pre-school:

- Positions will be paid at the regular rate of the position.
- This summer positions are grant funded.  
EAECF has 15 year-round slots for students. The District will continue to secure as many slots as possible.
- These District will explore opening of tuition slots for pre-school for summer, 2022. The District will notify the Union no later than March 31, 2022 of any changes to summer and tuition.
- Employees who are staffed in a summer position that is a lower rate of pay than their school-year position will be paid at the set rate of the position offered for summer.
- The District will continue to apply for grants in support of pre-school.

**Health Insurance**

Employees affected by the closure of BOOST, who already qualify for SEBB health benefits will maintain benefits through August 31, 2021.

**Reduction In Force, Reduction Of Hours, Recall**

Employees who have had hours reduced or laid off from Early Learning, BOOST or Preschool will be placed into a Seniority/Recall pool as delineated in Article 5, Section 6, Recall. Below is the contract language that guides the recall process:

Positions will be filled from the recall pool as follows:

- a) Each individual in the recall pool will be considered for assignment in any of the classifications for which he/she is qualified.
- b) The most senior qualified employee for the position opening will be assigned; provided a more senior employee in the preference pool specified in Article 5, Section 5.4, is not selected for the position. Employees will first fill open positions equivalent to positions held as of June 22, 2020 for which they are qualified. If no open positions are available, the employee may displace the least senior employee, in a position of equal pay grade, in the position Job Family. If no employee is less senior, the employee may displace an employee in a position with a lower pay range in which they are qualified.

The newly reduced employee may displace a less senior employee in a position of equal or lesser pay grade in accordance with the process above.

An employee may not be assigned to a position with a higher pay range than that which s/he held at time of initial layoff or reduction of hours June 2020. However, such employees may apply for open positions and if not selected, will remain in the recall pool. The master list created June 22, 2020 shall be the list for this MOU.

If an employee who held a full-time position is assigned to a part-time position, s/he shall be afforded the opportunity to remain in the recall pool until such time as he/she is given a full-time assignment or until his/her recall rights expire.

- c) If an employee has a reduction in their assigned days per year, s/he shall be afforded the opportunity to remain in the recall pool until such time as he/she has the reduced assigned days reinstated or until his/her recall rights expire.
- d) If an employee is assigned to a position in a lower salary range than that which he/she held at time of layoff, he/she shall be afforded the opportunity to remain in the recall pool until such time as he/she is given an assignment in the equivalent to the original salary range or until his/her recall rights expire.
- e) If Human Resources offers an employee an assignment that restores his/her hours, days and pay range lost at the time of layoff and the employee refuses the assignment, the employee will be removed from the recall pool.
- f) An employee who lost a benefits eligible position and refuses a placement in a benefits eligible position will be processed as a resignation to the Board of Directors. If an employee who was in a non-benefits eligible position refuses a placement in any position, benefits eligible or not, s/he will be processed as a resignation to the Board of Directors.
- g) If an employee is placed in a position with fewer hours than his/her previous assignment, then s/he may request additional hours from his/her principal or administrator which will be assigned in order of seniority, if scheduling and program

needs allow. If the school/department has no additional hours to assign an employee, the employee may request Human Resources to consider him/her for additional hours in other schools/programs. The restoration of hours shall be for the period ending on 14 October of the next year, 2022.

- h) Persons in the recall pool shall be responsible for maintaining their current address, e-mail, and telephone numbers with the Human Resources Department. Employees are required to notify the District of their preferred method of contact.
- i) The District shall notify laid off persons selected for recall by telephone, e-mail or U.S.P.S. mail. The individual will have two (2) workdays from receipt of such notification to accept employment in the position. A person who fails to notify the District of intent to accept the position offered within the two (2) workdays above shall have no right to placement in the position and shall be processed as a resignation to the Board of Directors. In the event that the person selected for recall fails to notify the District of intent to accept the position within the two (2) workdays or the person declines employment in the position, then the District shall select the person next in order of recall and notify him/her of the selection as set forth herein; provided a more senior employee in the preference pool specified in Article 5, Section 5.4 is not offered the position.
- j) Staffing dates for the summer shall be as follows to fill open positions:
  - Monday, July 12, 2021
  - Monday July 26, 2021
  - Monday August 9, 2021
  - Monday August 23, 2021
  - Employees shall be offered positions through this process as they become available after August 23, 2021.
- k) All offers of positions shall include notification to SEIU 925 at the time of notification. These notifications should coincide with summer staffing dates. The Union and District will seek consensus/agreement that these placements are accurate and not disputed.

### **Recall Eligibility**

Employees who experienced the following impacts will be eligible for recall from the single recall pool:

- 1) Employees who received one or more of the following reduction in hours or layoffs:.
  - a. Summer reduction in hours effective June 22, 2020
  - b. Fall reduction in hours effective August 31, 2020
  - c. Layoff of staff effective November 30, 2020
  - d. Reduction in hours for summer 2021 effective June 28, 2021

- 2) Employees who accepted other positions between June 22, 2020 and June 28, 2021 shall be considered for positions during the summer of 2021 as positions become available and for which they are qualified as **part of a single recall pool**.
- 3) Employees who declined temporary work between June 22, 2020 and June 28, 2021 shall be considered for positions for the 2021-22 school year as positions become available and for which they are qualified as part of a single recall pool.
- 4) Any employees who chose not to volunteer for summer work for 2021 shall not be negatively impacted related to their position seniority for consideration of recall.  
Employees who are not eligible:
- 5) Employees who have declined offers of benefits eligible positions for which they are qualified between Dec. 1, 2020 and June 28, 2021 shall be considered to have resigned and are no longer eligible for recall (Article 5.6 p. 22).

**Clarifications for Determining Qualifications**

The District and Union agree to the following determination of qualifications for employees impacted by layoffs or reduction in hours:

- 1) Qualifications
  - a. Date of hire (seniority)
  - b. Current or previous position
  - c. The knowledge, skills, and abilities to satisfy the revised job description requirements

Employees may provide verification for qualifications between June 10, 2021 through July 9, 2021 in order to update district records.

In the event that two employees have equivalent seniority and current or previous position experience, the District shall use the progress of earned Early Childhood Credits as a tie breaker. The chart below describes the requirements for Preschool Staff effective in **2024**.

<b>Position Description</b>	<b>Pay Range</b>	<b>Early Childhood Credits Required (by 2024 – MOU from Nov. 2019)</b>
Assistant Teacher	C	12
Lead Preschool Teacher	D	Short (20)
Special Needs Assistant Teacher III	D	12
Specialized Lead Preschool Teacher (includes ECEAP, inclusion, multilingual)	E	47
Site Supervisor	E	47

## **Site Supervisors**

The District will staff four (4) site supervisor positions for the 2021-2022 school year. These positions shall remain on the same pay range as previously, with an understanding that duties of the position shall be modified only after conferring with the Union. Should enrollment increase, positions may be added reflective of support needs.

## **Right of Restoration, Protection from Outsourcing**

- 1) At any point during the duration of the successor collective bargaining agreement should the District determine that childcare services will return to being provided by the District, all positions previously covered by the AISP contract that will be restored shall be automatically placed back into the bargaining unit, consistent with the CBA's recall provision in Article 5, Section 5.
- 2) The District and Union agree that for the duration of the successor contract the District will not engage in any consideration of contracting positions within the bargaining unit. Daily substitutes are not considered subcontracted work.

The parties understand that the Union retains jurisdiction of bargaining unit work and the District maintains management rights regarding the contracting of services for said work, including the determination, selection, and use of contractors. The parties agree to a process of communication intended to provide open review of the performance of any contracted services related to childcare that covers bargaining unit work. The following criteria will be reviewed by SEIU 925 and the District through Labor/Management:

- a. Review of the operating budget
  - o Revenues and expenditures
  - o Profit and loss
- b. Review of expulsion processes related to students
- c. Report of any inconsistencies between the contractor's process and District procedures
- d. Report numbers of students expelled or removed from the program
  - o Review of compliance requirements related to equity
- e. Report of any discrimination complaints of staff or students, in accordance with confidentiality requirements
  - o Report complaints filed with:
    - i) The contractor
    - ii) Bellevue School District
    - iii) Puget Sound Educational Service District
    - iv) Office of Superintendent of Public Instruction
    - v) Department of Health
    - vi) DSHS/DCYF Licensing

- vii) Other
  - f. Review of policies and procedures that contractor and its workers are required to follow
  - g. Verification of the training program provided to contracted workers


The initial review for the 2021 – 2022 school year shall include quarterly reviews of information as available. After the 2021-22 school year criteria will be reviewed on an annual basis. The parties agree to reopen negotiations to effects bargaining should the District determine a change in contractor is needed or reconsideration of District’s provided childcare program.

**Precedence**

This MOU and its provisions are non-precedence setting and are intended to address the specific and unprecedented circumstances presented by the closure of the BOOST Program. All other provisions of the Collective Bargaining Agreement remain unless modified by mutual agreement of the parties.


Date: 7/2/2021

For the District

DocuSigned by:  


23563DB68C3E426...  
 Jeffrey J. Thomas Ed. D.  
 Assistant Superintendent of Human Resources

For SEIU 925

DocuSigned by:  


74F43EA91DF74A6...  
 Aaron Horton  
 Organizer