



Spokane Public Schools
excellence for everyone

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SPOKANE SCHOOL DISTRICT
AND
THE SPOKANE EDUCATION ASSOCIATION
REPRESENTING
NUTRITION SERVICES

Commented [MJ1]: It is important to note that any rights bargained in our regular contract that are not addressed here, in the general working conditions MOU, model MOUs or evaluation MOU will remain in full force and effect.

Nutrition Services

- Staff will be assigned their contract hours on a weekly basis. If hours change, employees will be given minimum of one (1) week notice, but the district will try every means possible to provide two (2) weeks.
- Days and working hours may vary. Example: if you work 15 hours per week, 3 hour shifts 5 days a week you may go to 5 hours shifts 3 days per week. If hours change, employees will be given a one (1) week notice, but the district will try every means possible to provide two (2) weeks.

Commented [MJ2]: This fall it is really difficult to predict the needs for staffing. It is very dependent on parent request and follow through on meals requests and pickups. The district and association needed to be flexible with hours to meet potentially changing demands. Both sides have an interest in making adjustments to meet family need to increase meals which then allows for more NS staff to return to NS work.

Days and Hours:

- Staff will work hours that allow production and meal kit pick up and service. These hours are:
 - Mondays: 9:30am-6:00pm for those that are 8 hours. For those that are less than 8 hours will work their assigned hours and will end at 6:00pm.
 - Tuesday-Friday: 5:30am-2:00pm. Employees who want an alternative work schedule may work with their supervisors to determine feasibility.
- If there are multiple shifts, employees may choose, by seniority, the times they wish to work.
- Should hour adjustments occur – shift hours would be adjusted accordingly. Employees will be given one (1) weeks' notice prior to a shift adjustment, but the district will try every means possible to provide two (2) weeks.
- In order to meet parent needs and improve the number of meal kits to students, NS must offer a mix of pick up times. A Monday 5pm-6pm pick-up time will need to be staffed by NS. Employees working the late Monday shift, will have a continuous work shift, and not a split shift.
- Some sites may not have production needs 5 days per week.
- Employees will be provided their contractual lunch and rest breaks.

Staffing Impacts:

1. Due to the reduction of meals served to students, there will be a reduction in the number of staff needed in Nutrition Services.
 - To address the staff reductions the following will occur:
 - NS will seek volunteers from all NS staff for voluntary layoffs and volunteers to do meaningful work:
 - Employees from any job title may volunteer

Commented [MJ3]: Seeking volunteers is a step in the current CBA.

- In the event a manager or Assistant manager volunteer for layoff or day camp, the position will be filled by the most senior qualified worker one or two in layoff or performing day camp work. They will receive subbing out of class pay.
 - ⊖ In secondary kitchens, worker 1s and 2s are qualified for Assistant Manager positions.
 - ⊖ Worker 2s are qualified for Elementary manager positions.
- Affected employees will be notified of layoff and provided the opportunity to choose layoff or be reassigned to meaningful work.
- *Meaningful work shall be offered to employees based on seniority, regardless of job title and following the CBA.*
 - *Meaningful work consists of work in the day camps.*
 - *Additional meaningful work opportunities will be discussed at NS Leadership.*
- *Hours offered shall be consistent with the employees normally assigned hours. Once assigned hours in the meaningful work placement, the hours shall not be changed without one (1) weeks' notice but the district will try every means possible to provide two (2) weeks.*
- *Employees shall be compensated at their regular rate of pay during the reassignment to other meaningful work.*
- *Employees working other meaningful work will maintain their seniority, job title, and work location.*
- *When students return to in-person learning employees will return to their program following the recall language in the contract.*
 - *Recall into positions will occur by seniority from meaningful work and layoff.*
- *Every effort will be made to keep people in their regularly assigned kitchens and building sites.*
- *Employees shall have until Wednesday, September 9th @5:00 pm, to decide to accept the meaningful work offered or request to be placed in layoff status.*
 - *Employees will email Samantha Slipper with their decision.*
 - *Employees who do not email by 5:00pm will receive written notification of layoff. At that time, employees can choose to be placed into meaningful work or their 30 days' layoff notice begins.*
- *Layoff status constitutes a formal separation from the District and as such, District provided benefits shall end. Employees that elect layoff may be eligible for unemployment and Cobra benefits as allowed under law.*
- *Employees choosing to go into layoff will be provided thirty (30) day's written notice prior to being laid off as described in the current CBA.*
- *Employees who choose to go into voluntary layoff, will maintain their recall rights until there is a position in Nutrition Services or until the recall timeline expires.*
- *Substitute Positions will be filled in the following order:*
 - *Available NS workers will be redeployed to sub out of class in program to cover NS vacancies.*
 - *Workers in layoff status who wish to enter the substitute pool shall have the first right to substitute positions using the substitute calling process.*

Commented [MJ]4: The District and Association agreed to allow anyone to volunteer for layoff or move to the day camps. This could then allow for Worker 1s or 2s to move into a vacated position of an assistant manager or manager and get subbing out of class pay.

Commented [MJ]5: The current contract calls for layoffs by job title in seniority order. The contract language was followed when the district determined to layoff all worker ones and twos. The District has the right to do that.

Commented [MJ]6: Employees working in the day camps will keep their hours and rate of pay. If their position in NS was a benefited position, benefits will be maintained.

Commented [MJ]7: Recall takes place by seniority. The language doesn't require that the district recall employees back to the same kitchens from which they left. The District will make every attempt to do that.

There is no guarantee that all employees will be recalled when in person learning occurs. It will be dependent on meal count. With secondary students returning on a rotating basis (A/B days) it could affect meal counts.

Commented [MJ]8: The following 4 bullets are from the current CBA, but we thought would be necessary to include here for reference

Commented [MJ]9: During these 30 days, employees remain working. Those volunteering, will move to the day camps.

- a. As day camps open, the least senior employees (who choose to take meaningful work and not layoff) will be assigned to the first round that open so that more senior employees can work in the kitchens longer.
- i. Employees who work at the school site in which the day camp is opening may volunteer to take a day camp position sooner.
 - ii. In the event there is no positions available in the day camps and no other meaningful work, layoff will occur following the language in the CBA, which includes least senior employees being laid off first.
- b. Employees who choose to work the day camp and find that it is not a good fit, may choose to go into immediate voluntary layoff status.

Commented [MJ10]: The day camps are opening slowly, over several weeks. Senior employees may volunteer sooner to enter days camps, but if there are not enough volunteers, the least senior NS employees wanting to work in the day camps are assigned first. The reason for doing this is to allow the more senior NS staff to remain working in the kitchens longer.

Commented [MJ11]: As you may have heard in the webinar with the district, right now there is plenty of work in the day camps to keep everyone busy. What is a little less clear is what happens when the districts moves toward in person instruction. It is possible that most employees return to their positions in NS, but that some don't due to lower meal counts as described earlier. Elementary students k-4 will return to all day in person instruction. That will lessen the need in the day camps. Day camps will still be open for 5-6 grades on their off days from school. We aren't clear on how many families will continue with day camps at that time. This may result in lesser positions in the day camps.

Compensation:

- Employees will earn subbing out of class pay when they work in a level above their current placement.
- All normal and regular pay, including stipends, as long as employees are working.

FOR THE ASSOCIATION:

 Jeremy Shay
 President, Spokane Education Association

 UniServ Director, SEA

 Date

FOR THE DISTRICT:

 Jodi Harmon
 Executive Director, Human Resources

 Adam Swinyard, Ph.D.
 Superintendent, Spokane Public Schools

 9/4/2020
 Date