



MEMORANDUM OF UNDERSTANDING
 BETWEEN
 THE SPOKANE SCHOOL DISTRICT
 AND
 THE SPOKANE EDUCATION ASSOCIATION
 REPRESENTING
 EDUCATIONAL SUPPORT SPECIALISTS

ARTICLE VI - CAMPUS SAFETY SPECIALIST (CSS), CAMPUS RESPONSE SPECIALIST (CRS)

- A. *In an effort to smoothly transition to a new model the district and association agree to the following items as part of a Transition Plan;*
1. *All current employees will be held harmless and maintain their current number of work days and pay level until August 31 of 2023 at which time the positions will move to the new number of work days and pay level. The 60 days of summer work will include monitoring and supporting the move in of new facilities as described below. The below chart applies to the former CRO II's.*

2020/2021	Level 5	260-day CSS work	Support Shaw, Glover, and the Hive during the 2021 summer	260
2021/2022	Level 5	200-day CSS work	60 day NE&NW middle school support work during the 2022 summer	260
2022/2023	Level 5	200-day CSS work	60 day New South and Sac middle school support work during the 2023 summer	260
2023/2024	Level 3	200-day CSS work		200

- a. *The District may assign meaningful work to the 260-day employees consistent with their daily work schedule to account for the reduction in days in the new model.*
- b. *Employees will continue to advance steps using their current years of experience on the existing salary schedule.*
- c. *Winter Spring and Summer break hours will be 7-3.*
2. *Current employees may choose to go into layoff status in lieu of taking a position with a new job description and duties.*
3. *All current staff will maintain employment.*

- a. All open positions in the new model will be shared with current CRO I and II.*
 - b. CRO I and II will select from open positions in seniority order.*
- 4. New employees will be hired into the model outlined here and receive pay and benefits consistent with this new position.*

Section 1 - Work Year

- A. Campus Safety Specialists (CSS) shall be ten (10) month employees. The work year for Campus Safety Specialists shall be the same as the school calendar, with an additional ten (10) days of training. The training shall occur five (5) days before the start of the school year and five (5) days following the school year.*
- B. Campus Response Specialists (CRS) shall be twelve (12) month employees. These positions will work swing shift, graveyard, weekends, and holidays and may be part time positions.*

Section 2 - Work Day

- A. Campus Safety Specialists shall work straight eight (8) hours shifts daily, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.*
 - 1. Campus Safety Specialist assigned to middle schools shall be scheduled from 7:30 a.m. to 4:00 p.m.*
 - 2. Campus Safety Specialist assigned to high school shall be scheduled from 7:00 a.m. to 3:30 p.m.*
 - 3. Starting and ending times may be changed during the year, if mutually agreed-upon by the supervisor and the employee. Whole work shifts shall not be flexed to avoid paying overtime.*
- B. Campus Response Specialists shall work straight eight (8) hour shifts. If they work ten (10) hour days they will work straight ten (10) hour shifts*

Section 3 – Assignment of Campus Safety Specialists

- A. Staffing levels will be evaluated annually*
 - 1. Each comprehensive high school will be assigned at least one (1) Campus Safety Specialist that is not assigned to any other secondary site.*
 - 2. Each comprehensive middle school will be assigned one (1) Campus Safety Specialist who will be assigned to no more than 2 comprehensive secondary school sites.*
 - 3. The Hillyard Campus shall be assigned at least (1) Campus Safety Specialist.*
 - 4. All Campus Safety Specialists will be assigned no more than four (4) elementary schools for safety updates and supports.*
- B. All reassignments shall be in accordance with the Safety Specialist reassignment language.*

Section 4 – Overtime

- A. *In addition to the provisions in the overtime section of this agreement, CSS's and CRS's shall receive the following:*
- Any work on Saturdays or Sundays shall be paid at two (2) times the employee's regular hourly rate of pay provided Saturday or Sunday is not part of the regular shift.*
 - When a Campus Safety Specialist identifies the need to work overtime, they must immediately contact the supervisor for approval. If the safety specialist director cannot be reached, the safety specialist will contact the Chief Operations Officer for approval to work the overtime.*
- B. *Types of overtime and priority for offering overtime:*
- Campus Response Specialist (CRS) Overtime: overtime opportunities for CRS to cover CRS shifts*
 - District CRS overtime list*
 - School Based Overtime: overtime for an event specifically related to a school and its activities:*
 - A rotation of the Campus Safety Specialists assigned in the feeder pattern where the event is going to occur.*
 - District CSS overtime list.*
 - District Wide Overtime: overtime for an event open to the entire district*
 - District CSS Overtime list*
 - Two (2) Campus Safety Specialists shall be assigned for each SPS District football game at a Spokane Public Schools facility.*
 - This overtime shall follow the priority for school-based overtime.*
- C. *Should no Campus Safety Specialist be interested in volunteering to work overtime events, the District may offer the overtime to a qualified CRS's from the CRS overtime list. If no qualified CRS is interested, or available, or deemed qualified by the Safety Director, the District may hire security or off-duty law enforcement staff.*
- D. *The Director of Campus Safety shall maintain a District CSS overtime list, school feeder pattern rotation lists, and a CRS overtime list. The lists shall be used to rotate overtime assignments.*
- The overtime lists shall be used to equalize the opportunity for overtime. There is no guarantee in the equalization of number of hours offered to each employee.*
 - By September 1 of each year, the District shall provide a list of all of the schools in each feeder pattern and which safety specialists are assigned to them (school specific overtime lists). Additionally, the overtime list will be provided to all specialists.*
 - The overtime lists shall be available for review upon request.*
 - An employee may opt to not put their name on the overtime list before the overtime list is established at the beginning of the school year. The list will be established prior to the end of the first week in August. An employee who originally opted out of the overtime list may contact the campus safety director during the 1st week of January if they wish to be added to the overtime list for the second semester of the school year. New employees who wish to be on the overtime list will have their names added at the time of hiring.*
- E. *Employees have the right to refuse overtime.*
- F. *Overtime shifts that are over eight (8) hours may be split into two (2) shifts if so requested, provided the resulting shift is not less than two (2) hours in length.*

- G. *The Director or office support staff shall contact the employees on the appropriate overtime list and offer the overtime.*
1. *Employees shall have up to twenty-four (24) hours to answer yes or no for prescheduled overtime events. The parties agree that prompt responses promote efficient operations.*
 2. *Failure to respond within twenty-four (24) hours shall be considered the same as declining the opportunity.*
 3. *If the event is a school-based event and none of the people assigned to that school agree to do the overtime, the supervisor or office support staff shall contact the employees on the appropriate District overtime list and the twenty-four (24) hour rule time limit shall apply as above.*
 4. *For overtime events scheduled less than five (5) days ahead of time, the supervisor or office support staff may expedite the process and make it clear in the communication that there is a tight timeline.*
 5. *Each time an employee either accepts or declines an overtime opportunity, their name goes to the bottom of the rotation on the overtime list.*
 6. *Should CSS not be available to work because they are on light duty, or off work on L&I at the time an overtime event is offered, the CSS shall not lose their seniority placement for overtime opportunities. Should all other CSS's more senior than the employee on leave have had the opportunity for overtime by the time the employee is released to return to work, the returning employee will be considered first for overtime at the time they are released.*
- H. *Should an unforeseen absence occur, and the person who is scheduled to work cannot do so, that individual is responsible for calling the supervisor or office support staff in a timely manner.*

Section 5 – Standby and Callback Duty

- A. *Standby is defined as duty that requires an employee be ready to respond as soon as possible, be reachable by telephone or cell phone, be able to report to work in a reasonable amount of time, and refrain from activities which might impair their ability to perform assigned duties.*
1. *Standby time is not to be construed as work time.*
 2. *Employees on standby may be called upon to resolve problems by telephone without leaving their homes or going out into the field.*
 3. *The Director of Campus Safety shall set a rotating schedule of standby at the start of each year. The schedule shall rotate every week.*
 - a. *The schedule will be rotated equally among the security employees receiving level 5 pay.*
 - b. *When there is a need to use a CSS for standby, the CSS who is on duty will be called.*
 - c. *If they are unable to perform the duty, the District will contact the other CSS's following the defined call out schedule.*
 - d. *If no one else will accept the duty, it will be the responsibility of the CSS's on the schedule to fill the standby duty or find someone else to fill it.*
 4. *For each hour on stand-by, each employee shall receive one-half (1/2) hour of compensation at the contract rate.*

- a. *Should standby occur on a holiday, compensation shall be according to the provisions of the contract language for holiday pay.*
 - b. *Should standby occur on a Saturday or Sunday, compensation shall be at the double time (2x) rate of pay.*
 5. *Should the employee be called back anytime during standby, compensation will be consistent with the callback provisions below.*
 6. *CRSs shall be called first when a CRS shift needs to be filled. When a CRS is unable to cover a shift, a former CRO II will be asked to cover as standby duty.*
- B. *Callback duty is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled shift.*
 1. *Callback time begins at the time the employee leaves their home and ends when the employee arrives home.*
 2. *The first person called for callback duty shall be the specialist on standby.*
 3. *Callback duty beyond the officer on standby shall be rotated equally among the Campus Safety Specialists based on the callback list.*
 - a. *The callback list shall be listed in seniority order and continuously rotate.*
 - b. *The Director of Campus Safety may move to the next specialist on the callback list if the director is unable to reach a specialist.*
 4. *Employees called back to work shall receive a minimum of two (2) hours at time and one half (1 1/2) or overtime for the actual time worked, whichever is greater.*
- C. *The parties agree to bargain standby and callback duty during the spring of 2023 prior to the expiration of this MOU. This provision does not prevent the parties from addressing this during the bargain in 2022.*

Section 6 – Acting Supervisor

- A. *Annually the District shall provide a chart outlining the supervision structure for Campus Safety Specialists.*

Section 7 – Uniforms

- A. *Upon request, The District shall provide up to six (6) shirts and one (1) coat for employees to wear during their worktime. The District shall consult the employee to determine the design and insignia. The design and insignia shall be emblems of the school district or the specific site. The District shall replace these items as needed, by request of the employee.*
- B. *If an employee determines that protective clothing/equipment is needed, the employee shall submit a request to the Security Supervisor for approval.*
 1. *An employee may be authorized up to \$100 per year for approved replacement items upon request.*

Section 8 - District-Provided Vehicle

- A. *The District shall follow the language outlined in the ESS Contract related to employees using the own vehicle.*
- B. *Any District employee who is assigned a position which requires driving a District vehicle must be insurable by the District carrier. Failure to maintain insurability will not result in job loss.*
- C. *Each Campus Specialist that is provided a District vehicle for official use.*
 - 1. *All insurance and maintenance, including repairs and gasoline, is the responsibility of the District.*

Section 9 – Providing Back Up and Coverage

- A. *If in a Campus Safety Specialist's opinion, the situation calls for additional support, they should call support from school administration or Director of Campus Safety. If the situation is an emergency the Campus Safety Specialist should call 911.*
- B. *While Campus Safety Specialists are primarily assigned to their designated site or areas, the Campus Safety Department is considered a District program. As such, shared staffing may occur under the direction of the Director of Campus Safety.*
- C. *If a Campus Safety Specialist provides coverage for another Campus Safety Specialist at a site that has different hours, the Campus Safety Specialist would flex their hours to match who they are covering.*

Section 10 - Report Writing

- A. *Campus Safety Specialist shall have time during their workday to complete any report writing.*

Section 11 – Facilities

- A. *In addition to the general facilities rights in Article III, Section 32 "Employee Facilities", the District will arrange for the following facilities and equipment for Safety Specialist:*
 - 1. *Each Campus Safety Specialist shall have their own lockable office with a key. If there are multiple Campus Safety Specialists at a site, they may share an office.*
 - 2. *Each Campus Safety Specialist shall receive a district provided cell phone.*

ARTICLE I – ADMINISTRATION

Section 2- Recognition

3. *Campus Specialists Group*
 - a. *Campus Safety Specialist*
 - b. *Campus Response Specialist*

ARTICLE III - PERSONNEL

Section 7 - Assignment and Transfer

- G. *Campus Safety Specialist Reassignment Procedure*
 1. *Assignments may be made for program need.*
 2. *In the spring, prior to starting the reassignment process for the next school year, the District will seek input from employees in a job title regarding reassignment. This input may include but is not limited to: suggestions around buildings and zones, preferences of assignment and preferences of locations. In the event of layoff, this provision does not apply. Every effort will be made to make decisions prior to the last day of school.*
 3. *Reassignment requests will be considered and acted upon by the supervisor prior to posting vacancies for the program. The supervisor shall consider the following when making assignment/reassignment decisions:*
 - *Seniority*
 - *Recent experience in the assignment*
 - *Length of time in the program*
 - *Recent reassignment including staff previously reassigned to positions not requested by the employee*
 - *Skill set and training for the position*
 - *Team cohesion*
 4. *Once the school year starts, the District shall seek volunteers prior to any reassignments.*
 5. *In the event there are no positions open for reassignment in an affected job title within the site, the displaced employee(s) shall be reassigned to the least senior employee's positions(s) in the District. The least senior employee(s) in that job title shall then be involuntarily transferred or laid off.*
 6. *If there are concerns with the reassignment, the employee may appeal to the Director of Campus Safety.*
 7. *Reassignment shall not be made in arbitrary, capricious, or retaliatory manner.*
- H. *Involuntary Transfer Procedures:*
 1. *Employees identified for involuntary transfer will be least senior in the job title identified as needing to be reduced. For the Campus Specialists group in regard to involuntary transfer, the least senior shall be defined as the employee with the least amount of time spent in that job title.*

Section 8 – Layoff and Recall

- A. *The provisions below do not apply to Express employees. Layoff and Recall provisions for Express employees shall be outlined in Article VIII. Provisions which apply differently to Bilingual and Language Specialists are noted as such.*
- B. *Layoff shall be defined as a reduction in the work force for economic reasons only.*
1. *The District shall release all new hire probationary employees prior to entering the layoff process.*
 2. *Any employees affected by layoff shall receive written notification thirty (30) calendar days prior to the layoff taking effect. The Association shall also be notified.*
 3. *Seniority shall prevail for determining layoffs.*
 4. *Layoff will be applied by group, then job title, using the following procedures:*
 - a. *The District shall first determine how many positions will be retained in each job title within the affected group.*
 - b. *Within each job title, the District shall identify for layoff the least senior employees in that title.*
 - c. *Within the Bilingual and Language Specialists job titles, the District shall lay off by language specialty in reverse seniority order until the district designated staffing level is reached in language specialty.*
 - d. *Employees whose positions have been eliminated and/or identified for layoff may displace employees in positions in other job titles in their group within one half (1/2) hour, provided that they possess greater seniority than employees who would otherwise be retained in the position and meet the qualifications.*
 - e. *Employees who may suffer a reduction in pay or hours as a result of this provision may notify the District of their choice to go into layoff status prior to finalization of layoff.*
 - f. *For the purpose of this section, seniority ties shall be broken by a number drawn lottery and layoff and recall are considered one (1) event.*
 5. *Laid-off employees whose positions have been eliminated and/or identified for layoff may apply to an open position in another job title or group for which they are qualified while they are on layoff status.*
 - a. *The District agrees to grant an interview for all positions the employee applies for if they are qualified.*
 - b. *The employee is required to submit an application for each position they wish to be interviewed for and must do so during the application period.*
 - c. *This does not supersede the Assignment and Transfer process outlined in the Agreement.*
 6. *Laid off employees may apply for employment in vacant District positions in other bargaining units. The employee shall be granted preference for interviews for two (2) SEA represented positions provided the employee submits an application during the posted*

application period and notifies Human Resources of their interest to be granted preference. The employee must be qualified for the position, and have no misconduct or performance concerns, for this provision to apply.

- 7. For laid off employees, COBRA continued coverage and other extended coverage will be extended to all eligible employees as required by law, and/or carrier limitations.*
- 8. Employees in layoff status shall be eligible for substitute positions.*
- 9. Once layoff has occurred, the District shall use the reassignment and transfer process to place remaining employees.*

C. Re-employment Recall Pool

- 1. Employees that are to be laid off shall be placed in a recall pool. Employees will be called back in the reverse order in which they were laid off to any position within their group for which they meet the job qualifications. An employee in the recall pool must be recalled into a position that:
 - a. is equal to the salary level from which they were laid off and within a one half (1/2) hour of the position that was previously held,*
 - b. and meets the minimal qualifications listed in the job description at the time of the layoff.**
- 2. Employees may be called back into positions that are of a lower salary level or fewer hours, but by choosing this position the employee does not forfeit the right to be recalled into an equal position within the recall period.*
- 3. Employees shall remain in the recall pool for twenty-four (24) consecutive months from the date of layoff. An employee may be removed from the recall pool if at any time the employee declines recall to an equal position.*
- 4. The District shall give notice of recall from layoff by phone or email. If these attempts are not successful, the District will send a registered or certified letter to said employee at their last known address.*
- 5. It shall be the sole responsibility of the employee to notify the employer of a change in address.*
- 6. Any employee so notified shall accept or reject the position within ten (10) days from the receipt of said notice.*
- 7. If the employee accepts the recall, the employee will be given two (2) weeks to return to work.*
- 8. The District may fill the position on a temporary basis until the recalled employee can report for work.*
- 9. Unused accumulated sick leave shall be restored to the employee upon his/her return to active employment. Other benefits will be reinstated as appropriate to the position held.*

Section 17- New Hire Probationary Employees

- A. All new employees shall serve a sixty (60) working day probationary period. Probationary employees may be discharged at the discretion of the District during the probationary period and shall have no*

access to the grievance procedures found herein in regard to such termination. Probationary employees are covered by all terms and conditions of this Agreement except layoff/recall, progressive discipline, and the grievance process.

- 1. Mental Health Therapists and Chemical Dependency will have a probationary period as defined in their sections.*
- B. New hire probationary employees determined to have an unsatisfactory performance level shall receive a performance evaluation report prepared by his/her primary evaluator. Employees determined to have an unsatisfactory performance level will be provided with specific concerns to be addressed prior to completion of their probationary period in order to continue employment.*
- C. New hire employees are not eligible for transfer while they are serving their probationary period.*

Section 18 - Employee Evaluation

- e. Campus Specialists Group:*
 - a. For Campus Safety Specialist the primary evaluator shall be the Director of Campus Safety. A contributing evaluator may be a building administrator.*
 - b. For Campus Response Specialists the primary evaluator shall be the safety supervisor.*

Section 2 –Stipends

- B. Campus Security Specialists and Campus Response Specialists*

\$300 - AA Degree paid in September

\$400 - BA Degree paid in September

Employees may only receive one of the above stipends for educational attainment.

\$200 - 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1

\$996 Contract Incentive Stipend to be paid in equal installments over twelve (12) months. The amount will be prorated based on the number of months they are employed with the District. This stipend will increase annually by the same percentage as the base wage rate, not including additional increases provided for pay differentials.

FOR THE ASSOCIATION:



Jeremy Shay
President, Spokane Education Association



Michelle Jenner
UniServ Director, SEA

February 22, 2021

Date

FOR THE DISTRICT:



Jodi Harmon
Executive Director, Human Resources



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

February 22, 2021

Date