

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CLEVELAND METROPOLITAN SCHOOL DISTRICT AND  
SERVICE EMPLOYEES INTERNATIONAL UNION DISTRICT 1199, WV/KY/OH  
THE HEALTH CARE AND SOCIAL SERVICE UNION, CTW, CLC**

**RE: COVID-19 NON-INSTRUCTIONAL DUTIES**

This Memorandum of Understanding (MOU) between the Cleveland Metropolitan School District (District) and the Service Employees International Union District 1199, WV/KY/OH (1199) memorializes the District and 1199's shared commitment to continue the current collaborative working relationship to provide quality support to district staff and district students.

The District recognizes that all provisions in the 2019-2020 Collective Bargaining Agreement (hereinafter collectively "CBA") between the District and 1199 and future CBAs as ratified, as well as other binding agreements on 1199 and the District in the form of Memoranda of Understanding (hereinafter collectively "CBA"), shall remain in full force and effect.

Whereas the Board based upon the CEO recommendations determined that the students would attend schools for the beginning of the 2020-2021 school year in a remote learning environment due to COVID-19; and

Whereas, the Board based upon the CEO's recommendation has determined to move from a remote model to a hybrid model effective March 8, March 15 and March 22, 2021 depending upon the student cohort group;

Whereas CMSD and 1199 have agreed to support the hybrid model that will require 1199 to provide non-instructional support to those students returning to school for hybrid learning; and

Whereas a number of non-instructional duties have been identified to support schools in implementing a hybrid learning model; and

Whereas CMSD and 1199 have identified additional supports which 1199 members have agreed to provide to CMSD students on a voluntary, compensated basis; and

Therefore, the District and 1199 agree to the following terms and conditions regarding the following modifications to provide additional to support students in the hybrid model:

- 1) 1199 Members will have the opportunity to sign up for a scheduled duty lasting up to forty (40) minutes before first period instruction on in-person days. If there are more volunteers than available slots, selection will be based on system (District) seniority.
  - a) A schedule will be created to reflect the duty and location of the duty and;
  - b) Responsibilities for the duty may be either (i) or (ii) below:
    - i) Entry Monitor
      - (1) Greeting and walking students through building entrance routines (including temperature checks)
      - (2) Assisting with flow to designated breakfast areas (including grab-n-go breakfast)
    - ii) Breakfast Monitor
      - (1) Monitoring breakfast in designated location (including where student should sit)
      - (2) Ensure that the student(s) dispose of their breakfast waste in the designated receptacle provide by the custodial team.

- (3) Ensure that the surface areas used during the breakfast period are wiped down after each meal.
- 2) 1199 members will have the opportunity to sign up for a scheduled duty lasting up to forty (40) minutes during the applicable school's lunch period on in-person days. If there are more volunteers than available slots, selection will be based on system (District) seniority.
    - a) A schedule will be created to reflect the lunch duty and location of the duty and;
    - b) Responsibilities for this assignment include
      - i) Monitoring lunch in designated location (including where student should sit)
      - ii) Ensure that the student(s) dispose of their lunch waste in the designated receptacle provide by the custodial team.
      - iii) Ensure that the surface areas used during the lunch period are wiped down after each meal.
  - 3) 1199 members will be compensated at a rate of \$26.85 per assignment/duty lasting up to forty (40) minutes. Members will be provided guidance on how to submit time for any assignments for which they sign up.
  - 4) 1199 Members may not sign up for an assignment which conflicts with their normally-scheduled paid workday. This does not include lunch and/or break times. 1199 Members signing up for an assignment as described above may have their work schedules modified to ensure they complete all daily assigned tasks in addition to the duties performed during the additional assignment.
  - 5) The District and 1199 recognize the value of continuity in staffing these assignments with individuals who can commit to a regular schedule of these assignments and agree that consideration will be given to those who are able to maintain consistent, regular staffing of these assignments.
  - 6) This MOU expires June 30, 2021.

SIGNED AND AGREED TO BY:

FOR THE UNION:

  
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 EVP

3/8/2021  
 \_\_\_\_\_  
 Date

FOR THE DISTRICT:

  
 \_\_\_\_\_  
 Eric S. Gordon, Chief Executive Officer  
 Cleveland Metropolitan School District

March 8, 2021  
 \_\_\_\_\_  
 Date

Digitally signed by Eric S. Gordon  
 DN: cn=Eric S. Gordon, o=Cleveland Metropolitan School  
 District, ou=Chief Executive Officer,  
 email=eric.gordon@clevelandmetroschools.org, c=US  
 Date: 2021.03.08 13:00:21 -0500