

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

The Cleveland Municipal School District Board of Education (hereafter the “Board”) and the Service Employees International Union District 1199, WV/KY/OH (hereafter “1199”) hereby enter into this Memorandum of Understanding (hereafter “MOU”) as follows:

WHEREAS, the Board and 1199 recognize that there is a need for mutual cooperation and collaboration between the parties in order to address the impact of COVID-19 upon the community and the students and families we serve; and

WHEREAS, on March 12, 2020 Governor DeWine declared the all kindergarten through twelfth grade schools close to students for an extended spring break that was to begin on at the end of the school day on March 16, 2020 and end at the close of business on April 3, 2020; and

WHEREAS, Governor DeWine ordered that the schools develop a strategy to insure the continuity of important student services, including a strategy for providing meals; and

WHEREAS, the Ohio Department of Education has provided guidance that “One of Ohio’s highest priorities during the ordered school-building closure period, which seeks to diminish the spread of the coronavirus (COVID-19), is to ensure that students receive nutritious meals. This is fundamental to supporting the whole child.”; and

WHEREAS, the recently passed “Coronavirus Aid, Relief and Economic Security Act (“CARES”) recognized the importance of providing nutrition to students during the COVID 19 national emergency; and

WHEREAS, pursuant to Governor DeWine’s directive, the Board has established a meal service plan for all students age 18 or younger at 22 school meal pickup sites where students can pick up a bagged lunch and a breakfast to take home for the day; and

WHEREAS, the current 22 school meal pickup sites are: Albert B. Hart, Andrew J. Rickoff, Anton Grdina, Buhner Dual Language; Charles A. Mooney, Clark, Denison, East Clark, Garfield, Louisa May Alcott, Marion-Sterling, Mary B. Martin, Michael R. white, Miles, Newton D. Baker, Oliver H. Perry, Patrick Henry, Riverside, Robinson G. Jones, Waverly, Whitney M. Young and William Cullen Bryant; and

WHEREAS, the collective bargaining agreement between the Board and 1199 does not provide for any additional pay beyond an employee’s regular pay for time an employee is required to report to work at his/her building to provide services related to the provision of meals to students while schools are closed to students during Governor DeWine’s declaration of an extended spring break; and

WHEREAS, the parties wish to provide additional compensation any bargaining unit members (“member”) who is directed by the District to report to work for the period of time spent at his/her school

performing services related to provision of meal services to the students at his/her designated school site during the applicable period of time as defined in Paragraph 3; and

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Effective March 30, 2020, any member directed to report to work at a feeding site and who actually works at the site performing services related to the provision of meals to students shall be paid time and one half his/her regular hourly rate for all time spent at his/her school performing services related to the provision of meals to students. **This time shall not be in addition to the regular pay provided the member pursuant to Ohio Revised Code Section 3319.081 and employees shall not be paid twice for the same time.** For example, a member is scheduled to work eight hours per day but is directed to report to his/her school to perform services related to the provision of meal services for four hours. The employee will be paid four hours at his/her regular rate of pay and four hours at time and one half for the time performing services related to the provision of meal services.

2. The CEO shall have the right to remove sites from the list set forth above or add sites to the list set forth above. Once a site is removed from the list above, the pay provisions set forth in Paragraph 1 above shall not longer apply to that site and the member will only be paid regular pay pursuant to Ohio Revised Code Section 3319.081. If a site is added, then the terms of this MOU shall apply to the members directed to report to work to perform services related to the provision of meal services to students at that site.

3. If Governor DeWine and/or the Ohio Department of Health lifts or relaxes the requirements of the "Stay at Home Order" issued March 22, 2020, or if the Order is not extended following its expiration on April 6, 2020, all CMSD schools may be designated as a feeding site at the CEO's discretion and the CEO may require all employees to return to work for normal hours to staff those feeding sites, and this MOU shall terminate. In addition, this MOU shall terminate if the CEO determines that bargaining unit members other than those directed to report to work at a designated feeding site to perform services related to the provision of meal services to students are to report to work at his/her work site. In either circumstance, an employee's time worked would be paid at the employee's normal rate.

4. The provisions of this MOU shall expire upon the earlier of (a) any governmental order/action reopening schools for students; (b) the end of the school year for students determined by the Board or any governmental order/action, (c) other governmental order/action affecting the provision of meal services to students, or (d) upon written notice from the CEO of the termination of this MOU.

5. The provisions of this MOU shall not be applicable to nor extended to the District's summer feeding program as designated by the CEO.

For Local 1199

For the District
