

**Memorandum of Understanding between the
Cleveland Metropolitan School District and the
Cleveland Teachers Union, AFT Local 279, AFL-CIO**

RE: Contracted Services of Health Care Professionals for the 2021-2022 School Year

This Memorandum of Understanding (MOU) between the Cleveland Metropolitan School District (District) and the Cleveland Teachers Union, AFT Local 279, AFL-CIO (CTU) memorializes the District and CTU's shared commitment to continue the current collaborative working relationship thus enhancing the shared responsibility to provide quality educational services for all District students.

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

Whereas the District and CTU are working to staff all school sites with one full time health care professional, which is defined as a school nurse(RSN) or Licensed Practical Nurse (LPN) as outlined in Article 23, of the CBA; and

Whereas the District and CTU are working to recruit and hire staff for the 2021-2022 school year to support an estimated minimum of 50 RSNs and 45 LPNs serving 84 CMSD campuses and 10 non-public campuses, the District and CTU recognize that all positions are unlikely to be filled by the start of the 2021-2022 school year; and

Therefore, the District and the CTU agree to the following terms and conditions regarding the contracting of Health Professionals through a reputable agency to support school sites as part of the increased health services for the 2021-2022 school year as follows:

1. The minimum primary responsibilities and duties of contracted Health Professionals will be as follows:
 - a. Prepare and respond to health concerns on a daily basis including daily temperature monitoring of staff and students
 - b. Notify parents/caregivers if students become ill or are injured during school day
 - c. Contact the COVID Hotline when a student or staff member is taken to the Care Clinic
2. The District and CTU agree that at a minimum health professionals contracted must be an LPN or higher
3. The District and CTU will monitor and release contracted health professionals as LPNs and/or RNs are hired this school year.
4. If there is not a CTU member assigned as a health professional at year-round or extended year schools to work beyond June 3, 2022, the CTU RN assigned to those schools will be offered the opportunity to

continue in that position for the remainder of the year-round or extended year calendar. If the RN assigned does not accept the position it will be offered to RNs based on seniority.

5. The hiring of Health Professional will not affect the hiring of nurses (RSNs and LPNs). Health Professional will not replace nurses at district schools in subsequent years unless otherwise negotiated by CMSD and CTU.
6. The District is responsible with School Based leadership to supervise the contracted Health Care Professionals assigned to a district school site.
7. If a contracted health provider performs a duty that is normally completed by a school nurse, no CMSD nurse will be responsible or liable for any work completed by the contracted health providers.
8. This MOU expires June 30, 2022 but may be revised or extended as mutually agreed upon by the parties.

SIGNED AND AGREED TO BY:

FOR THE UNION:

Shari Obrenski

Shari Obrenski, President
Cleveland Teachers Union

12.3.2021

Date

FOR THE DISTRICT:

Eric S. Gordon

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

12/03/2021

Date