

**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 2020-2021 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 Collective Bargaining Agreement (CBA) effective July 1, 2019 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 CMSD and CTU have agreed to support a Hybrid model that includes Care and Wellness Clinics being supported by Health Professionals; and

Whereas modification of traditional school nursing services will be supported through a contracted health care provider as support for Care or Wellness clinics school sites in support school nurses who support multiple sites as referenced in Article 22, Section 1, of the CBA; and

Therefore, the District and the CTU agree to the following terms and conditions regarding the contracting of COVID Health Professionals through a reputable agency to support Care and Wellness clinics and school sites as part of the Hybrid Learning model for the 2020-2021 school year as follows:

1. The minimum primary responsibilities and duties of contracted COVID Health Aides will be as follows:
 - a. Prepare and respond to COVID 19 health concerns on a daily basis including daily temperature monitoring of staff and students
 - b. Communicate orally and in writing with pupils and their families when necessary as part of the COVID-19 Care/Wellness room protocols
 - c. Notify parents/caregivers if students become ill or are injured during school day
 - d. Contact the COVID Hotline when a student or staff member is taken to the Care ~~Wellness~~-Clinic
2. The District and CTU will enter into discussions related to adding Health Aides back to an active classification in the CBA.
3. The hiring of Health Aides will not affect the hiring of nurses. Health Aides will not replace nurses at district schools in subsequent years unless otherwise negotiated by CMSD and CTU.
4. The District is responsible with School Based leadership to supervise the contracted Health Care Professionals assigned to a district school site.

5. 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.
6. This MOU expires August 1, 2021.

SIGNED AND AGREED TO BY:

FOR THE UNION:

Shari Obrenski

Shari Obrenski, President
Cleveland Teachers Union

2/24/2021

Date

FOR THE DISTRICT:

Eric S. Gordon

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

February 23, 2021

Date

Digitally signed by Eric S. Gordon
DN: cn=Eric S. Gordon, o=Cleveland Metropolitan
School District, ou=Chief Executive Officer,
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Date: 2021.02.23 14:03:36 -0500