

**MEMORANDUM OF UNDERSTANDING REGARDING
GARRETT MORGAN AND KENTUCKY SCHOOLS**

WHEREAS, the Cleveland Municipal School District (“District”) and the Cleveland Custodians Union Local 777, SEIU (“Local 777”)(District and Local 777 are hereinafter referred to jointly as the “Parties”) are Parties to a series of collective bargaining agreements whereby Local 777 represents District employees who are in the classification of “Custodian”, as well as other classifications; and

WHEREAS, the most recent collective bargaining agreement and previous collective bargaining agreements have provided for multi-site assignments, which constitute an assignment of a Custodian to two sites, as further described in the collective bargaining agreements; and

WHEREAS, Garrett Morgan (Bracket 16) and Kentucky (Bracket 14) are contiguous, and the power plant at Garrett Morgan provides heat both for Garrett Morgan and Kentucky; and

WHEREAS, Kentucky could not operate as a school without the power plant at Garrett Morgan providing heat to Kentucky; and

WHEREAS, there are other sites (for example, Michael R. White and Benjamin Franklin) which have the power plant in a separate but physically contiguous building to the school and such sites are treated as a single site, and not as a multi-site; and

WHEREAS, the Kentucky/Garrett Morgan situation represents a unique situation in the District not contemplated by the collective bargaining agreements; and

WHEREAS, the Parties seek to find a reasonable and equitable solution to the unique Garrett Morgan/Kentucky situation;

NOW THEREFORE, the Parties agree as follows:

1. This MOU shall be temporary and shall expire by its own terms on June 30, 2021, unless renewed by the Parties, or unless Garrett Morgan is re-opened, in which case, this MOU shall automatically expire.
2. For the duration of this MOU, Kentucky/Garrett Morgan shall be treated as a single site.
3. One Custodian only shall be assigned to Kentucky/Garrett Morgan and shall receive Bracket 17 pay.
4. The Kentucky/Garrett Morgan position shall be separately bid and be designated a Tier I site.
5. The Custodian assigned to Kentucky/Garrett Morgan shall be responsible for Kentucky and only the power plant at Garrett Morgan, and shall have no responsibility for the interior of

Garrett Morgan outside of the four corners of the room housing the power plant, but shall be responsible for the exterior grounds of Garrett Morgan.

6. For the duration of this MOU, Garrett Morgan shall be treated as a closed site, that is, it shall be vacant and not used for any purpose. To the extent that circumstances change with respect to the use of Garrett Morgan, the Parties will re-visit the issue, consistent with the collective bargaining agreement.

7. This MOU is on a non-precedent setting basis.

CLEVELAND CUSTODIANS UNION,
LOCAL 777, SEIU

By: Ronald Weitz
President Ronald Weitz

Date: August 17, 2020

CLEVELAND MUNICIPAL SCHOOL
DISTRICT

By: Eric S. Gordon
Eric Gordon, CEO

Digitally signed by Eric S. Gordon
DN: cn=Eric S. Gordon, ou=Executive Metropolitan
School District, email=Eric.Gordon@clevelandmetroschools.org,
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Date: 2020.07.29 09:14:10 -0400

Date: July 29, 2020