

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 are parties to a Collective Bargaining Agreement ("Agreement") which provides for certain specified holidays; and

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, the Board has established a meal service plan for all students and their families at school meal pickup sites where students can pick up meals on a regular basis; and

WHEREAS, on March 30, 2021 the District will operate meal distribution sites ("feeding site") at all District High Schools, with the exception of Digital Arts/Davis Aerospace and Maritime Academies (the Lakeside Building) and John Hay Campus, and will also operate a feeding site at Thomas Jefferson Newcomers Academy on that day; 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 feeding site performing services related to provision of meal services to the students at his/her designated school site as outlined in the preceding paragraph; and

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. On March 30, 2021, 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 provisions of this MOU shall expire upon the earlier of (a) 5:00 p.m. on March 30, 2021 or (b) upon written notice from the CEO of the termination of this MOU.

3. 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


3/29/2021

For the District
Eric S. Gordon
Chief Executive Officer
March 29, 2021


Digitally signed by Eric S. Gordon
DN: cn=Eric S. Gordon, o=District of Columbia School
Systems, ou=Chief Executive Officer,
email=eric.gordon@dcps.dc.gov, c=US
Date: 2021.03.29 18:28:41 -0400