

MEMORANDUM OF UNDERSTANDING
between the
BOARD OF EDUCATION OF THE SHAKER HEIGHTS CITY SCHOOL DISTRICT
and the
OHIO ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES LOCAL #149

This Memorandum of Understanding (this “MOU”) is made and entered into effective as of the 1st day of December 2023 by and between the Board of Education of the Shaker Heights City School District (the “Board” or the “District,” as applicable) and the Ohio Association of Public School Employees Local #149 (the “Association”). The Board and the Association are sometimes hereinafter referred to individually as a “Party” and together as the “Parties.”

WHEREAS, the Board currently employs Elizabeth Olexa (the “Employee”) in the position of Accounting Specialist under a Classified Staff Limited Contract (the “Classified Contract”); and

WHEREAS, the individual formerly employed by the Board in the position of Accounting Supervisor is currently employed in the position of Interim Assistant Treasurer, thereby leaving the position of Accounting Supervisor vacant; and

WHEREAS, in consultation with the Superintendent and Treasurer, the Board has determined that it is in the best interests of the District to fill the vacant position of Accounting Supervisor; and

WHEREAS, the Board desires to transfer the Employee, and the Employee desires to be transferred, from her current position as the Accounting Specialist to the position of Interim Accounting Supervisor to fill the vacancy described above for the Term (defined below); and

WHEREAS, under the Classified Contract, the Employee is a bargaining unit member of the Association subject to the collective bargaining agreement entered into between the Board and the Association, effective July 1, 2022 through June 30, 2025 (the “CBA”); and

WHEREAS, to address certain issues under the CBA related to the employment of the Employee in the position of Interim Accounting Supervisor, which is not a position covered under the CBA, the Board and the Association are entering into this MOU;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the Board and the Association agree as follows:

- 1. The Contract of Employment.** The Association acknowledges and agrees that the Board and the Employee intend to enter into a contract of employment (the “Contract”) wherein the Board shall employ the Employee as the Interim Accounting Supervisor of the District for a term beginning on the 1st day of December 2023 and ending on the 30th day of June 2024, unless earlier terminated in accordance with the terms of the Contract (the “Term”). The Parties acknowledges and agree that the Contract and this MOU are being made due

to the specific circumstances surrounding the Board's need to fill the vacant position of Accounting Supervisor for an interim basis during the Term, only. Nothing contained in the Contract or herein shall confer upon the Employee any right to continue in the employment of the Board in the position of Interim Accounting Supervisor upon expiration of the Term or interfere with the right of the Board to terminate the Contract as set forth therein or for any reason not prohibited by law. Nothing contained in the Contract or herein shall require the Board to evaluate the Employee under the procedures for the evaluation of administrators adopted by the Board or otherwise and the Employee shall pursuant to the Contract irrevocably waive any such evaluation and/or rights in connection therewith, including but not limited to any evaluation procedures set forth under Section 3319.02 of the Ohio Revised Code. The Contract shall terminate immediately and automatically upon the expiration of the Term, without further notice or action by either party thereto, including but not limited to any notice of non-renewal or intent to not reemploy or any Board action in connection therewith. Pursuant to the Contract, the Employee shall irrevocably covenant that the Employee shall not directly, or indirectly, commence or initiate any claim, action, proceeding, or demand of any kind whatsoever (including but not limited to any grievance under the CBA) for continued employment by the Board in the position of Interim Accounting Supervisor upon expiration or termination of the Contract.

2. **The Classified Contract.** The Parties hereby agree that during the Term, the Contract shall supersede and replace the Classified Contract and the Classified Contract shall be held in temporary abeyance in accordance with the terms and conditions of the Contract and this MOU. Upon the expiration or termination of the Contract, the Employee shall be eligible to return to the position of Accounting Specialist or another position included in the bargaining unit under the CBA, unless the Employee's employment with the Board is terminated for good and just cause under the Contract. If the Employee shall return to the bargaining unit, she shall so return without loss of seniority and her employment as the Interim Accounting Supervisor shall not constitute a "break in service" under the CBA.
3. **Filling of the Position of Accounting Specialist.** The Board shall employ an individual to temporarily fill the position of Accounting Specialist which will be vacated by the Employee so that she may assume the position of Interim Accounting Supervisor. Nothing contained herein shall confer upon the individual employed by the Board to temporarily fill the position of Accounting Specialist any right to continue in the employment of the Board in the position of Accounting Specialist or any other position upon the expiration of the temporary term of such individual's contract of employment.
4. **No Precedent.** The Parties hereby agree that entering into this MOU does not set any precedent in any subsequent matter under the CBA.
5. **Entire Agreement; Modification.** This MOU constitutes the entire agreement and understanding between the Parties, and supersedes all prior agreements, understandings, inducements, and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. No modification or amendment of this MOU shall be effective and binding unless in writing and executed by both Parties.

6. **Authority.** Each Party hereby represents and warrants that its respective representative(s) is duly authorized to execute this MOU on its behalf.
7. **Expiration.** This MOU shall remain in full force and effect until the expiration or termination of the Contract, at which time this MOU shall terminate immediately and automatically, without further notice or action by either Party.

IN WITNESS WHEREOF, the Parties have executed this MOU on the dates set forth below.

THE ASSOCIATION:

By: Julie Vargo
Julie Vargo, OAPSE #149 President

Date: 12-11-23

THE BOARD:

By: Emmitt R. Jolly
Dr. Emmitt R. Jolly, Board President

Date: 12.5.23

By: David Glasner
Dr. David Glasner, Superintendent

Date: 12/7/23