

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOARD OF EDUCATION OF THE
SHAKER HEIGHTS CITY SCHOOL DISTRICT
AND
THE SHAKER HEIGHTS TEACHERS' ASSOCIATION**

This Memorandum of Understanding ("MOU") is an agreement between the Shaker Heights City School District Board of Education (the "Board") and the Shaker Heights Teachers' Association (the "Association"), collectively known as "the Parties."

WHEREAS, the Board and the Association are parties to a collective bargaining agreement effective through December 31, 2020 ("Negotiated Agreement");

WHEREAS, Article XXIX ("Supplemental Contracts") and Article XXX ("Extended Duties") of the Negotiated Agreement establish terms and conditions relative to supplemental contracts and extended duties, including terms governing the compensation of bargaining unit members who hold such supplemental contracts and perform extended duties under the Negotiated Agreement;

WHEREAS, due to the ongoing Covid-19 pandemic and the need to continue to implement Covid-related precautions, including social distancing and other safety protocols during the 2020-2021 school year, certain activities of students and staff in the Shaker Heights City School District (the "District") have been limited, including certain middle school athletic supplemental positions, which will be carried out virtually for the 2020-2021 school year;

WHEREAS, as a result, the Board wishes to outline terms and conditions for middle school employees covered by the Negotiated Agreement who have been or will be awarded work under 2020-2021 school year athletic supplemental contracts that will be carried out virtually; and

WHEREAS, the Parties believe it is in their mutual best interest to modify the Negotiated Agreement.

NOW THEREFORE, in exchange for consideration, the value and sufficiency of which is herein acknowledged, the Parties agree that:

1. All middle school athletic supplemental contracts shall be carried out virtually for the 2020-2021 school year. Further all middle school athletic supplemental contract holders shall be compensated at fifty percent (50%) of the compensation amount set forth in such middle school athletic supplemental contracts or of the compensation amount set forth in the applicable Negotiated Agreement.
2. The Parties agree that the pay periods set forth in any athletic supplemental or extended duty contract and/or in any index created for the purpose of calculating compensation for supplemental duties as provided in Article XXIX and/or Article XXX of the Negotiated Agreement will be modified accordingly for all middle school athletic supplemental contracts.


3. The Parties understand and expressly agree that this MOU applies solely to individuals covered by the Negotiated Agreement who are awarded middle school athletic supplemental contracts that will be performed virtually for the 2020-2021 school year.
4. This MOU shall prevail over any contrary provision in the Negotiated Agreement, including but not limited to Article XXIX, or any successor agreement. To the extent that any provision in the Negotiated Agreement or successor agreement has changed under this MOU, all other provisions in the Negotiated Agreement or successor agreement shall remain in full force and effect as written.
5. This MOU shall set no precedent in any other matter between the Parties and shall not be referred to by any party in any other matter unrelated to this MOU or in regard to any other employee. This MOU shall remain in effect for the 2020-2021 school year only and does not constitute precedent or policy of the Association or the Board.
6. This MOU constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the Parties regarding the issues outlined herein. Any further amendment to supplemental contract payments for the 2020-2021 school year, including any amendments to payments for other grade levels or non-athletic supplemental contract activities, will be made based upon mutual agreement between the District Superintendent and the Union President and shall subsequently be reduced to writing and signed by the Superintendent and the Union president on behalf of the Parties.

FOR THE ASSOCIATION:



John L. Morris, President


**FOR THE SHAKER HEIGHTS CITY
SCHOOL DISTRICT BOARD OF
EDUCATION:**



Dr. David Glasner, Superintendent



Heather Weingart, Board President



Bryan C. Christman, Treasurer