

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOARD OF EDUCATION OF THE
SHAKER HEIGHTS CITY SCHOOL DISTRICT
AND
NATIONAL CONFERENCE OF FIREMEN
AND OILERS, LOCAL 200, SEIU, AFL-CIO, CLC**

This Memorandum of Understanding (“MOU”) is an agreement between the Shaker Heights City School District Board of Education (the “Board”) and the National Conference of Firemen and Oilers, Local 200, SEIU, AFL-CIO, CLC (the “Union”), collectively known as “the Parties.”

WHEREAS, the Board and the Union are parties to a collective bargaining agreement effective through June 30, 2021 (“Negotiated Agreement”);

WHEREAS, Article XV (Leave of Absence) of the Negotiated Agreement establishes the terms and conditions relative to employee leave;

WHEREAS, due to the outbreak and spread of coronavirus (COVID-19), the federal government implemented the Families First Coronavirus Response Act (“FFCRA” or the “Act”);

WHEREAS, the Act provided employees of certain employers with paid leave for certain qualifying reasons related to the COVID-19 pandemic;

WHEREAS, under the FFCRA, an employee qualified for paid sick leave if the employee was unable to work (or unable to telework) due to a need for leave because the employee: (1) was subject to a Federal, State, or local quarantine or isolation order related to COVID-19; (2) was advised by a health care provider to self-quarantine; (3) was experiencing COVID-19 symptoms and seeking a medical diagnosis; (4) was caring for an individual subject to an order described in (1) above or self-quarantine as described in (2) above; (5) was caring for a child whose school or place of care was closed (or child care provider was unavailable) for reasons related to COVID-19; or (6) was experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury;

WHEREAS, under the FFCRA, a full-time employee was eligible for up to 80 hours of paid sick leave for any of the above reasons (1)-(6), while a part-time employee was generally eligible for the number of hours of paid sick leave that the employee worked on average over a two-week period;

WHEREAS, under the FFCRA, an eligible employee who required leave for reason (5) of the Act was eligible for up to twelve (12) weeks of leave (the first two (2) weeks of which are unpaid by default);

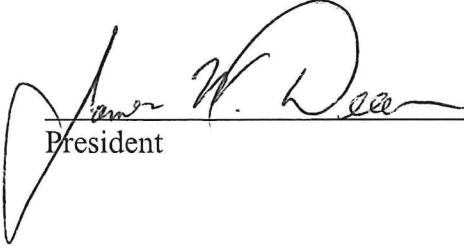
WHEREAS, the legal requirement for employers to grant FFCRA leave expired on December 31, 2020, and providing this type of leave became discretionary for employers on January 1, 2021;

WHEREAS, the Board and the Union find it mutually beneficial to allow bargaining unit members to continue to utilize the leave previously provided under the FFCRA until March 31, 2021.

NOW THEREFORE, the Parties agree as follows:

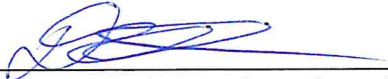
1. The Board and the Union agree to extend all of the benefits provided under the FFCRA to employees that have not exhausted the leave period(s) described in the FFCRA (“Qualified Employees”) until March 31, 2021. Qualified Employees who used a portion of their FFCRA leave during 2020 will be permitted to use the remaining portion of their FFCRA leave entitlement during the extension period through March 31, 2021. Employees will not be provided any new FFCRA leave entitlement, unless otherwise required by law.
2. The Board and the Union agree that Qualified Employees shall be able to apply for and use extended FFCRA leave in accordance with this Resolution until March 31, 2021, instead of using sick leave or other Board-provided leave.
3. The Board and the Union agree that employees that require leave for any of the reasons set forth in this Resolution who have previously exhausted the FFCRA leave periods stated in the Act, will not be eligible to receive FFCRA leave during the discretionary FFCRA extension period of January 1, 2021 to March 31, 2021.
4. This MOU is agreed to until March 31, 2021. This MOU is entered into on a one-time, non-precedent setting basis and does not alter any other sections or provisions of the Negotiated Agreement. The parties agree to resolve any disputes concerning the implementation of this MOU through the grievance and arbitration process of the Negotiated Agreement.
5. This MOU shall prevail over any contrary provision in the Negotiated Agreement, including but not limited to Article XV, 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.
6. This MOU constitutes the entire agreement between the Board and the Union 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 amendment to this MOU must be in writing and signed by the Parties.

FOR THE UNION:

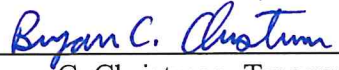


President


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



Dr. David Glasner, Superintendent



Bryan C. Christman, Treasurer



Heather Weingart, Board President