

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
BOARD OF EDUCATION OF THE SHAKER HEIGHTS CITY SCHOOL DISTRICT,  
THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL #149,  
AND  
JULIE MIMS**

This Memorandum of Understanding (“MOU”) is entered into this 1<sup>st</sup> day of July, 2020 by and between the Board of Education of the Shaker Heights City School District (“Board”), the Ohio Association of Public School Employees, AFSCME, AFL-CIO, and its local affiliate Local #149 (“Association”), and Julie Mims (“Employee”) (collectively the “Parties”).

WHEREAS, the Board and the Association entered into a collective bargaining agreement for the period of July 1, 2018 through June 30, 2021 (“Negotiated Agreement”), which governs the terms and conditions of employment for applicable bargaining unit members;

WHEREAS, Article I of the Negotiated Agreement (“Recognition”) provides that the bargaining unit includes “full-time and regular part-time employees whose terms of employment are for positions of from nine and one-half (9 1/2) to twelve (12) months per year and who work as follows: administrative secretaries, secretaries and secretarial technicians in schools and administrative offices; senior technicians and technicians in schools and administrative offices; accounting specialists and accounting clerks in schools and administrative offices; administrative secretaries, secretaries, secretarial technicians; senior technicians and technicians in the following departments: audio-visual and libraries (central and school libraries), unless negotiated out of the unit by agreement of both parties;”

WHEREAS, Employee currently holds the position of Administrative Assistant of Data/Technology, with such position included in Article I of the Negotiated Agreement; and

WHEREAS, it is the Parties’ mutual intent that Employee and the position of Administrative Assistant of Data Technology that she currently holds shall no longer be covered by Article I of the Negotiated Agreement (“Recognition”), and instead Employee shall be employed as a non-bargaining unit employee and shall continue to perform the work that she currently performs in the Administrative Assistant of Data/Technology position, as well as other additional duties assigned by District administration, with her position being a non-bargaining unit position effective July 1, 2020.

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

1. The Parties agree that Employee shall no longer be covered by the subject to the terms and conditions of the Negotiated Agreement including terms and conditions regarding salary, benefits, and discipline as of July 1, 2020. Employee and the Association further understand that she shall accordingly no longer be part of the Association bargaining unit

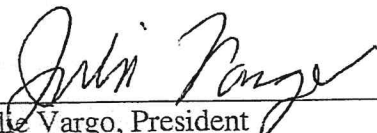
and Employee and the Association agree to take all necessary steps to effectuate Employee's removal from the bargaining unit.

2. Effective July 1, 2020, Employee shall be employed as a non-bargaining unit employee of the Board and shall continue to perform the work that she currently performs in the Administrative Assistant of Data/Technology position, as well as other additional duties assigned by District administration, with her position being a non-bargaining unit position. Employee understands that she shall be subject to all District policies and benefits that apply to full time non-bargaining unit employees. Likewise, she understands that her annual salary as a non-bargaining unit employee in the Technology Support Specialist position shall be at Class Y, Grade 3 of the Supervisor, Classified Specialist and Administrative Assistant Salary Schedule. The Parties further agree that the Employee's continued employment with the Board in such position as a non-bargaining unit employee shall not be considered to be a subcontracting or outsourcing arrangement, and as a result the Association agrees not to challenge such arrangement on that basis under the Negotiated Agreement.
3. The Parties agree that the Administrative Assistant of Data/Technology position the Employee currently holds shall no longer be covered by Article I of the Negotiated Agreement ("Recognition") as of July 1, 2020. The Association further understands and agrees that the removal of this position from the bargaining unit is permanent and survives Employee's tenure in the position such that the position shall continue to be excluded from the bargaining unit even if Employee separates employment with the District.
4. The Parties further agree that the other existing positions of Administrative Assistant of Data/Technology shall continue to fall within Article I of the Negotiated Agreement ("Recognition") and that the removal of Employee and her Administrative Assistant of Data/Technology position from the bargaining unit shall not constitute a reduction in force or abolishment of the position pursuant to Article XIII of the Agreement ("Layoff and Recall"). Therefore, the Parties agree that in implementing such removal, there shall be no obligation upon the Board to comply with the provisions set forth in Article XIII.
5. The Parties further agree that the removal of Employee and her Administrative Assistant of Data/Technology position from the bargaining unit shall not create a vacancy, nor shall it create an obligation upon the Board with regard to the vacancy and/or job posting procedures set forth in Article X of the Negotiated Agreement ("Job Postings").
6. The Parties further agree that Employee's subsequent continued employment and performance of the same work in the position of Administrative Assistant of Data/Technology in addition to other responsibilities as assigned by District administration, shall not serve as the basis for challenges by the Association. More specifically, the terms of this MOU shall not serve as the basis for any challenge, including but not limited to challenges on the basis of outsourcing work normally performed by bargaining unit members, unfair labor practices, and/or grievances.

7. The Parties understand and agree that the terms of this MOU shall prevail over any contrary terms in the Negotiated Agreement between the Board and the Association. 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, and the Parties acknowledge that any subsequent changes to the Negotiated Agreement or successor agreement must be accomplished through bargaining in accordance with Ohio law.
8. 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.
9. This MOU constitutes the entire agreement between the Board, the Association, and the Employee regarding the issues outlined herein. With the exception of subsequent employment contracts between the Board and the Employee, 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
10. The representatives of the Board and the Association affirm that they have full authority to execute this MOU for their respective parties.

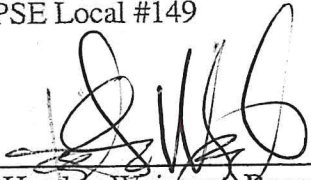
**FOR THE ASSOCIATION:**

Date: 7/20/20


  
 Ms. Julie Vargo, President  
 OAPSE Local #149

**FOR THE BOARD:**

Date: 7/14/20

  
 Ms. Heather Weingart, Board President

Date: 7/14/20


  
 Dr. David Glasner, Superintendent

Date: 7/14/20

  
 Mr. Bryan C. Christman, Treasurer

**EMPLOYEE:**

Date: 7/13/2020

  
 Ms. Julie Mims, Employee