

**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**, the Director of the Ohio Department of Health has issued a series of orders, which directed that due to the outbreak and spread of Covid-19, school buildings in the State of Ohio, including the Shaker Heights City School District (the “District”), will be closed to students for an extended period of time from March 17, 2020 through the remainder of the 2019-2020 school year;

**WHEREAS**, the Director of the Ohio Department of Health and the Governor of Ohio have indicated that social distancing and other safety protocols related to the Covid-19 pandemic likely will remain in place for the 2020-2021 school year;

**WHEREAS**, it is unclear whether the Director of the Ohio Department Health will close schools and/or school buildings again during the 2020-2021 school year or take other actions that will limit or foreclose certain activities of students and staff, including, but not limited to sports and extracurricular activities;

**WHEREAS**, given the uncertainty surrounding the impact that the Covid-19 pandemic may have on the upcoming 2020-2021 school year, the Board wishes to outline terms and conditions for employees covered by the Negotiated Agreement who have been or will be awarded work under year-long supplemental contracts and/or supplemental contracts for the Fall, Winter and Spring seasons (“seasonal supplemental contracts”), or who will perform extended duties for the 2020-2021 school year; and

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

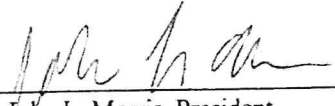
**NOW THEREFORE**, in exchange for consideration, the value and sufficiency of which is herein acknowledged, the Parties agree that should the Governor or the Director of the Ohio Department of Health or any other public health official order that school buildings in the state of Ohio be

closed to students during all or part of the 2020-2021 school year or should athletic or other supplemental activities be suspended or not go forward due to order(s) or related public health or safety restrictions during the 2020-2021 school year, the following shall be agreed:


1. All efforts will be made to continue year-long or academic supplemental contracts or academic extended duties virtually to the extent possible. In the event that the Board determines that extended duties or duties under a year-long supplemental contract cannot be performed in a virtual manner, the Parties shall, after such determination, discuss the manner in which compensation for duties performed prior to such determination shall be calculated. However, under no circumstances shall compensation be provided if no work has been performed under such contract.
2. No payment will be made to any supplemental contract holder for athletic and co-curricular activities, or any other supplemental services for the 2020-2021 school year if work is not performed on the contract.
3. Supplemental contract holders in athletic and co-curricular activities or any other seasonal supplemental or extended duty services for the 2020-2021 school year, which are suspended or which do not go forward as a result of the closing of schools and/or school buildings to students or public health restrictions or safety restrictions, shall be compensated for work performed under such contracts on a prorated basis, which will be determined in a consistent and equitable manner and uniformly applied, as follows:
  - a. If the season or activity is cancelled or suspended, for the Fall season by August 1, for the Winter season by December 1, or for the Spring season by March 1, 33% of the contract amount set forth in Article XXIX or Article XXX (if applicable) will be paid.
  - b. If the season or activity is cancelled or suspended, for the Fall season by September 1, for the Winter season by January 1, or for the Spring season by April 1, 50% of the contract amount set forth in Article XXIX or Article XXX (if applicable) will be paid.
  - c. If the season or activity is cancelled or suspended, for the Fall season by October 1, for the Winter season by February 1, or for the Spring season by May 1, 75% of the contract amount set forth in Article XXIX or Article XXX (if applicable) will be paid.
  - d. If the season or activity is cancelled or suspended, for the Fall season by November 1, for the Winter season by March 1, or for the Spring season by June 1, 100% of the contract amount set forth in Article XXIX or Article XXX (if applicable) will be paid.
4. The terms of proration for partial performance of work or lack of payment for no work performed set forth in this MOU will be applicable to each individual supplemental contract or extended duty contract.

5. The Parties agree that the pay periods set forth in any 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 and as necessary for any supplemental contracts to which proration is applied.
6. The Parties understand and expressly agree that this MOU applies solely to individuals covered by the Negotiated Agreement who are awarded a year-long and or seasonal supplemental contract, for the 2020-2021 school year.
7. 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.
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. 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.
9. 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 amendment to this MOU must be in writing and signed by the Parties.

**FOR THE ASSOCIATION:**

  
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Dr. John L. Morris, President

**FOR THE SHAKER HEIGHTS CITY  
SCHOOL DISTRICT BOARD OF  
EDUCATION:** 7/14/20

  
\_\_\_\_\_  
Dr. David Glasner, Superintendent

  
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Ms. Heather Weingart, Board President

  
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Mr. Bryan C. Christman, Treasurer