

MEMORANDUM OF UNDERSTANDING

Between the

BOARD OF EDUCATION of the SHAKER HEIGHTS CITY SCHOOL DISTRICT

and the

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL #152

Re: Employment of Temporary Security Monitors

This Memorandum of Understanding (“MOU”) is entered into this 17th day of June, 2019 by and between the Board of Education of the Shaker Heights City School District (“Board”) and the Ohio Association of Public School Employees, Local #152 (“Local #152”) (collectively “the Parties”).

WHEREAS, the Parties have previously entered into a collective bargaining agreement effective July 1, 2018 through June 30, 2021, known as the Agreement between the Board of Education of the Shaker Heights City School District and Ohio Association of Public School Employees, Local #152 (the “CBA”).

WHEREAS, Articles X.B.A & B of the CBA set forth provisions regarding temporary security personnel.

WHEREAS, due to the emergency circumstances regarding the temporary relocation of Fernway Elementary School, the Parties agree that it is in their mutual best interests to modify Article X and any related provisions of the CBA as it relates to temporary security personnel. Specifically, as set forth in more detail below, this MOU modifies Article X to create an exception to allow the employment of:


- Two (2) full time security guard positions at the Woodbury Elementary School Building to account for the relocated Fernway students and staff for the 2018-2020 school years (two years);
- Two (2) full time security guard positions at Woodbury Elementary School to account for the relocated Fernway students and staff for 2019-2020 school year (one year);

to remain temporary in nature rather than becoming permanent positions.

NOW, THEREFORE, the Parties agree as follows:


1. The Parties recognize that Article X.B.A. of the CBA states that “When a temporary worker is employed in the same bargaining unit position for a period in excess of six months, a new position will be deemed to have been created and it will be posted”. However, the Parties also recognize that this language is not in the best interests of the Parties with regard to the emergency circumstances surrounding the temporary relocation of Fernway Elementary School.
2. Thus, the Parties agree that the two (2) full time temporary security guard positions which were created at the Woodbury Elementary School building to account for the relocation of the Fernway Elementary School beginning with the 2018-2019 school year will not be deemed to be new positions under Article X.B but will be deemed temporary even though they have continued beyond six (6) months. Further, the Parties agree that these two (2) said positions shall continue through June 30, 2020, at which time the positions will automatically be abolished and the contracts of the individuals holding the positions will automatically terminate without the need for further action by the Board. Finally, the Parties agree that the reduction in force provisions of the CBA, including any recall or bumping rights, do not apply to these two (2) positions or the individuals in them.
3. The Parties also agree that effective with the 2019-2020 school year, two (2) additional full time temporary security guard positions may be created and filled at the Woodbury Elementary School building to account for the relocation of the Fernway Elementary School. These (2) positions will not be deemed to be new positions under Article X.B but will be deemed temporary even though they will continue beyond six (6) months. Further, the Parties agree that these two (2) said positions shall continue through June 30, 2020, at which time the positions will automatically be abolished and the contracts of the individuals holding the positions will automatically terminate without the need for further action by the Board. Finally, the Parties agree that the reduction in force provisions of the CBA, including any recall or bumping rights, do not apply to these two (2) positions or the individuals in them,
4. This MOU supersedes any contrary language or provisions in the CBA.
5. This MOU is a result of good-faith negotiations between the parties and contains the entire agreement of the parties; and no additional promises have been made or relied on by any party.
6. This MOU shall apply only to this specific issue and shall set no precedent for any other subsequent situation arising between the parties.

BOARD OF EDUCATION OF THE SHAKER HEIGHTS CITY SCHOOL DISTRICT

By , Board President
Date: 6/11/19

By Bryan C. Christman, Treasurer
Date: 6/11/19

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL #152

By , President
Date: 6/10/2019