

REGULAR BOARD OF EDUCATION MEETING – WORK SESSION

February 4, 2021

7:00 p.m.

ADMINISTRATION BUILDING/MEETING ROOM

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in the agenda. Public comment is your opportunity to make a comment to the Board. When your name is called, please stand and state your name, address, and topic. You will have three (3) minutes to speak. If your comment involves a problem with a student, employee, or Board member please do not address them by name. The primary role of the Board of Education is to listen and reflect on your comments. Sometimes Board members may respond or ask questions, but not always. Whether we respond or not, your input is valued.

AGENDA

1. CALL TO ORDER

2. ROLL CALL

Present

Not Present

*Michelle Bissell
Sherry Buckner-Sallee
Richard O. Micko
Seth Roberts
Laura Wolfe-Housum*

3. PLEDGE OF ALLEGIANCE

4. DISTRICT GOALS

5. PUBLIC COMMENT

AGENDA**FEBRUARY 4, 2021****6. TREASURER'S REPORT**A. Discussion Item – Food Services

- * B. High School Derby (MD Vocational – 300-9922) Change Fund (300-District Managed Student Activity Fund)

Be it resolved upon the recommendation of the Treasurer that the High School Derby Change Fund be established in the amount of \$100.00. These funds are to be used to establish start-up funds for the Derby (MD Vocational) Spirit Shop.

7. SUPERINTENDENT'S REPORT**A. SUPERINTENDENT**

1. Discussion Item – Responsible Restart

B. HUMAN RESOURCES

- * 1. Memorandum of Understanding

Be it resolved upon the recommendation of the Superintendent that the Memorandum of Understanding between the Strongsville Board of Education and the Strongsville Education Association, as stated in the Exhibit, be accepted.

(Exhibit A)

8. CONSENT CALENDAR

Action by the Board of Education in “Adoption of Consent Calendar” at this point of the agenda means that all items appearing in this agenda with asterisks (*) (which items constitute the “consent calendar”) are adopted by one single motion, unless a member of the Board or the Superintendent requests that such items be removed from the “consent calendar” and voted upon separately.

Motion:	Second:	Roll Call:	Yes	No
		<i>Michelle Bissell</i>		
		<i>Sherry Buckner-Sallee</i>		
		<i>Richard O. Micko</i>		
		<i>Seth Roberts</i>		
		<i>Laura Wolfe-Housum</i>		

AGENDA**FEBRUARY 4, 2021****9. BOARD POLICIES****A. Third Reading**

Revised Policy 1530 – Evaluation of Principals and Other Administrators
 New Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs and Activities
 Revised Policy 2270 – Religion in the Curriculum
 Revised Policy 2413 – Career Advising
 Revised Policy 3220 – Standards-Based Teacher Evaluation
 Revised Policy 5200 – Attendance
 Revised Policy 5460 – Graduation Requirements
 Revised Policy 5610 – Removal, Suspension, Expulsion, and Permanent Exclusion of Students
 Revised Policy 5611 – Due Process Rights
 Revised Policy 6114 – Cost Principals - Spending Federal Funds
 Revised Policy 6144 – Investments
 Revised Policy 6152 – Student Fees, Fines, and Charges
 Revised Policy 6152.01 – Waiver of School Fees for Instructional Materials
 Revised Policy 6325 – Procurement - Federal Grants/Funds
 Revised Policy 8800 – Religious/Patriotic Ceremonies and Observances

Motion	Second:	Roll Call:	Yes	No
		<i>Michelle Bissell</i>		
		<i>Sherry Buckner-Sallee</i>		
		<i>Richard O. Micko</i>		
		<i>Seth Roberts</i>		
		<i>Laura Wolfe-Housum</i>		

10. BOARD OF EDUCATION / OTHER**A. Board Member Training****1. Virtual School Negotiations Workshop (001-General Fund)**

Be it resolved that the Strongsville City Schools Board of Education grants approval for Sherry Buckner-Sallee to attend the Virtual School Negotiations Workshop, available on-demand from January 25 – February 25, 2021. The cost to register is \$25.00.

Motion:	Second:	Roll Call:	Yes	No
		<i>Michelle Bissell</i>		
		<i>Sherry Buckner-Sallee</i>		
		<i>Richard O. Micko</i>		
		<i>Seth Roberts</i>		
		<i>Laura Wolfe-Housum</i>		

AGENDA**FEBRUARY 4, 2021****11. EXECUTIVE SESSION**

Motion:	Second:	Roll Call:	Yes	No
		<i>Michelle Bissell</i>		
		<i>Sherry Buckner-Sallee</i>		
		<i>Richard O. Micko</i>		
		<i>Seth Roberts</i>		
		<i>Laura Wolfe-Housum</i>		

Entered into Executive Session at _____ p.m.

Resumed Public Session at _____ p.m.

12. ADJOURNMENT

Motion:	Second:	Roll Call:	Yes	No
		<i>Michelle Bissell</i>		
		<i>Sherry Buckner-Sallee</i>		
		<i>Richard O. Micko</i>		
		<i>Seth Roberts</i>		
		<i>Laura Wolfe-Housum</i>		

Meeting adjourned at _____ p.m.

**AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
STRONGSVILLE CITY SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
STRONGSVILLE EDUCATION ASSOCIATION**

This Amendment to the Memorandum of Understanding ("MOU") is entered into this 4th day of February, 2021 by and between the Strongsville City School District ("District") Board of Education ("Board") and the Strongsville Education Association ("Association") (collectively, the "Parties").

WHEREAS, the Board and the Association have previously entered into a Memorandum of Understanding (MOU) on the 22nd day of October, 2020 related to the novel coronavirus ("COVID-19") and the collective bargaining agreement ("CBA") between the Parties; and

WHEREAS, the Board and the Association recognize that the October 22nd MOU and CBA between the Parties lacks clarity and specificity in addressing some of the unforeseen impact of COVID-19 upon the Parties, and

WHEREAS, the Board and the Association recognize that there is a need for continued cooperation and collaboration between the Parties to address the impact of COVID-19 upon the students, parents, and the community we serve;

NOW, THEREFORE, in exchange for consideration, the value and sufficiency of which is herein acknowledged, the Parties agree to amend the October 22nd MOU as follows:

1. Whenever Cuyahoga County, under Ohio's Public Health Advisory Alert System, is designated as Level 4 (Purple), the District shall remain closed to in-person instruction. The District shall provide high quality remote instruction to all students whenever the District is designated as Level 4 (Purple).
2. Whenever Cuyahoga County, under Ohio's Public Health Advisory Alert System, is designated as Level 1 (Yellow), Level 2 (Orange), or Level 3 (Red), the decision on whether the District shall remain open for in-person instruction shall be made by the Superintendent, in consideration of the Cuyahoga County Board of Health and Center for Disease Control (CDC) requirements and recommendations. Prior to being open for in-person learning, the District will provide a comprehensive *Responsible Restart Guide* to all stakeholders, which will detail:
 - a. Health protocols applicable to the safe entrance upon and exit from school grounds. These protocols shall include specific guidelines as to temperature and symptom screening, as well as appropriate social distancing. The District will review such protocols on an ongoing basis to address health and safety concerns. For the health and safety of staff and students, teachers agree to comply with the District protocols

on temperature/symptom screening, social distancing, and general health and safety protocols.

- b. Protocols for staff and students who may have COVID-19, are diagnosed with COVID-19 and who may have exposed other students and staff. The guidelines may periodically be updated and altered by the District as needed. Changes will be communicated with all staff members.
 - c. A “quarantine” space for students or staff exhibiting any symptoms of COVID-19, including, but not limited to an elevated temperature.
3. No teacher shall be the subject of a reduction in force for the 2020-2021 school year. Any temporary reassignment of teachers or any temporary modifications to a program or service during the 2020-2021 school year shall not be precedent setting for the 2021-2022 school year.
4. When the District is operating under the Blended/Remote Learning 2.0 model, teachers at the Pre-K through 12 level shall be assigned to work in their buildings five (5) days per week unless otherwise directed by the Superintendent/Designee. On days where teachers are not required to be on campus, teachers shall perform their duties while working remotely from home. Teachers shall have access to their classroom five (5) days per week should the teacher choose to be on campus on days where the teacher is not required to be there. Any requests to telework while the District is closed to students for traditional in person learning shall be subject to prior approval by the Superintendent/Designee on an individual basis depending on the teacher’s responsibilities and circumstances.

When the District is operating in Remote Learning 2.0, the teacher may have the right to telework from home up to five (5) days per week so long as the teacher can replicate the quality of instruction that would occur on campus and can fulfill all of the teacher’s job responsibilities subject to the approval of the Superintendent or Designee.

5. Teachers shall have the right to modify their lessons and instructional practice as needed to allow their class, course, or elective to continue in a manner that is consistent with the policies and practices in place to ensure the safety of all students and staff. For example, an elective such as Choir shall continue to be offered to students, however, the teacher may need to modify the lessons to address the history of choirs or to expose students to different types of singing styles, in lieu of having the student’s personally sing in class. Prior to implementation of modifications to the lessons (i.e., no singing in a choir class), the teacher will need approval from the Director of Curriculum/Designee.
6. When teaching students under the Blended Model, **SCS Connects**, or any **other** live streamed and/or live recorded lesson in the Blended or In-Person model, it is understood that the responsibilities of the classroom teacher shall be to attend to the instruction and the direct supervision of the students who are physically present in the classroom.

However, teachers may be expected to interact with students via Google Classroom at appropriate times during their contracted work day.

- a) For students who are attending the same lesson in a virtual capacity as part of Grades 6-12 SCS Connects, the primary responsibilities of the teacher will be to take attendance at the start of class and to designate time during the class period to address questions and check for understanding from students attending virtually. At all other times, the teacher shall be focused on the direct instruction and supervision of the students who are physically present in the classroom. For example, a teacher may set aside the first five (5) minutes of each lesson to allow students in class to work quietly at their desk while the teacher takes attendance for virtual students. Thereafter, and for the next thirty-five (35) minutes, the teacher shall provide direct instruction and supervision to the students in the classroom. Once the lesson is completed, the teacher may have the students in classroom work quietly at their desks on the lesson while the teacher spends the next five (5) minutes taking questions from, and checking for understand with, those students attending virtually. At no time shall the teacher be expected to provide individual/small group instruction and supervision to both groups of students at the same time.
 - b) Teachers shall only be required to live stream or post recorded lessons for students in Grades 6-12 when the students are absent for COVID-related symptoms, in quarantine, subject to an isolation order, and/or previous enrolled in SCS Connects.
 - c) Students in Grades PreK-5 shall only have access to live streamed lessons when the students are in quarantine or subject to an isolation order. Teachers in grades PreK-5 shall use their professional discretion in determining when recorded lessons may be appropriate for student learning. Nothing in this section shall prevent the District from providing all students access to recorded lessons from dedicated SCS Connects classes in grades PreK-5.
 - d) Regardless of whether the District is operating in the In Person, Blended, or Remote Learning 2.0, no teacher shall have an average class size that is in excess of what the normal class size would be for that section or class had the pandemic not occurred. Class size shall be calculated based upon the total number of students being instructed by the teacher regardless of wether the student is attending in person or virtually.
7. All students, regardless of how they are participating in the lesson, shall have access to the teacher during the teacher's regularly scheduled classes and office hours that occur within the teacher's scheduled work day.
 8. Live interaction shall be a component of student instruction in Remote Learning 2.0. However, teachers may need to offer recorded lessons to students who are attending in a remote capacity as a component of their online instruction.

9. The District will support teachers in providing for the cleanliness of their classrooms/workspaces. Teachers will not be required to maintain the basic cleanliness of their classrooms/workspaces beyond the scope of the teacher's job description (for example, a science teacher who normally cleans up after a Lab will continue to do so). Teachers who travel from classroom to classroom to instruct students shall be provided with disinfectant spray and wipes to clean their work station as needed. No teachers shall be required to do the bargaining unit work of another classified Association member. No teacher shall be required to engage in in-depth cleaning or sanitizing of their classrooms beyond what the teacher would normally have done had COVID-19 not occurred. Teachers may assist with cleaning/sanitizing in their area/classroom if they choose to do so.
10. In furtherance of the health and safety of all staff and students, the District will implement a specific face covering policy and administrative guidelines, in accordance with the state health order which will detail the requirements related to facial coverings for staff and students while on campus.

Any staff member who claims that they cannot wear a face covering will be required to submit the required exemption form and provide documentation (if applicable). For the health and safety of staff and students, staff members shall agree to comply with the District policy and guidelines related to face coverings. An alternate learning plan that does not jeopardize the health and safety of students and staff may be provided to any student who does not wear a face covering. For example, if a student cannot wear a mask in class, the District may construct a clear physical barrier in front of the student to allow that student to safely attend class without jeopardizing the health of the students and staff members present. The District shall handle such situations on a case by case basis to ensure that a student without a mask does not jeopardize the health and safety of any other students or teachers present.

11. The Parties agree that the District may hire year-long substitute teachers for the 2020-2021 school year only, with the following conditions for the 2020-2021 school year only. Such year-long substitute teachers shall not be considered "Long-Term Substitute Teachers" within the meaning of the CBA. These substitute teachers shall be used at the discretion of the District. The District may assign other duties as needed to these substitutes on days when the substitute teacher is not providing coverage for an absent staff member. These substitute teachers will be paid \$110 per day and will be excluded from the bargaining unit. When hiring for these positions, the District will give preference to candidates who are licensed teachers (i.e., beyond a substitute license).
12. Effective with the first work day of the 2020-2021 school year, the Board and the Association strongly encourage all members to limit any out of state travel.
13. All teachers shall be required to notify the District whenever they are the subject of a quarantine order, under an isolation order, suffering from symptoms that may be related to COVID-19 and are awaiting a diagnosis or test result, or when they are absent due to a diagnosis of COVID-19.

14. In adherence to the reporting requirements as defined in the state health order, staff members shall be notified by the District whenever the District has confirmed and documented knowledge that a staff member in the staff member's presence, or a student in the staff member's class, tested positive for or has been diagnosed with COVID-19. This shall also include instances where the staff member or student is not formally diagnosed with, or tested for, COVID-19 but is being treated by a medical professional under the assumption that the staff member or student likely has COVID-19. The Parties recognize that the procedures utilized by the District to provide such notification are dependent upon a variety of factors that may change over time based upon the guidance of medical professionals. However, the primary intent of the District is to err on the side of caution to protect students, parents, and staff. Due to privacy concerns, staff members will not be provided with the name of the staff member or student whose absence is related to COVID-19.
15. The District shall follow the **Ohio Department of Health or** Cuyahoga County Board of Health recommendations regarding COVID-19 quarantine or isolation orders when making a determination related to placing a staff member or student under a quarantine or isolation order due to the staff member's or student's proximity to, and possible exposure to, an individual in the district who has tested COVID-19 positive or is presumed to be COVID-19 positive based on symptoms.
16. With prior approval of the Superintendent/Designee, teachers may be permitted to *personally* bring in their own additional PPE and protective barriers that do not unreasonably disrupt instruction or the performance of their assigned duties. If the Superintendent/Designee denies a teacher's request to personally bring in any additional PPE and/or protective barriers, the reasons for such refusal shall be provided in writing to the teacher and to the Association President. Staff shall have the authority and support of administration (with prior approval by the administration) to reasonably maintain additional classroom rules related to COVID-19 procedural safeguards that are in accordance with updated rules and procedures of the student code of conduct.
17. All teachers shall have access to District provided Personal Protective Equipment (PPE), that the Superintendent/Designee has determined is necessary for an employee to safely perform the teacher's assigned duties. This includes, but is not limited to (1) two cloth face coverings, (2) face shields upon request, (3) gloves upon request, (4) protective barriers upon request, (5) hand sanitizer, and (6) classroom disinfection solution/paper towels. If the Superintendent/Designee denies a teacher's request for additional District-provided PPE not listed, the reasons for such refusal shall be provided in writing to the teacher and to the Association President. In the event that essential District provided PPE is not available to the teacher at any time during the school year, the District shall provide in writing, an alternate arrangement that provides the students and the teacher a comparable level of safety and protection that the students and staff member would have had if the essential PPE was available for use.

18. No teacher shall be assigned to work from a classroom or office location that makes it impossible for the teacher to choose to exercise at least six (6) feet of social distancing between the teacher and other staff members and/or students. This includes, but is not limited to, situations where multiple staff members are required to share the same workspace, assigned offices or cubicles that are too small to allow social distancing between the staff member or students present, and any other work station that creates an unsafe working environment due to the limited workspace available. In such instances where social distancing cannot safely occur, the District shall provide the teacher with an alternate workspace that does not limit appropriate social distancing. If an alternate workspace is not physically available, the District shall take reasonable measures, including the construction of protective physical barriers, to ensure the safety of staff members and students who are forced to utilize the workspace.
19. The District shall continue to comply with all applicable provisions of federal law, including the Americans with Disabilities Act ("ADA") and the Family Medical Leave Act ("FMLA"). The District shall comply with all provisions of the Families First Coronavirus Response Act ("FFCRA") for as long as the FFCRA remains in effect, **is modified, reinstated, or otherwise amended under the law.**
20. Nothing in this MOU shall prevent a teacher from exercising his/her leave rights under the law, inclusive of the rights provided to the teacher under the FMLA and FFCRA, and all leave rights provided to the teacher under the CBA. No employee shall be required to perform any work duties when the employee is caring for, or dealing with an illness to, themselves, a family member, or any other individual for whom the employee has a right to care under the law or under the CBA between the parties.

Teachers shall not be required to use their accrued sick leave when the teacher, or a member of their immediate family as defined in the CBA and who resides in the same household as the teacher, is quarantined, under an isolation order, or suffering from symptoms that may be related to COVID-19 and awaiting a diagnosis or test result, or are actually diagnosed with COVID-19. In such instances the teacher shall either be placed on Paid Administrative Assignment (i.e., assigned duties which can be completed remotely), utilize leave under the FFCRA as applicable, or be afforded District provided leave, hereinafter referred to as 'COVID LEAVE', which shall not count against the employee's accrued sick leave. For FFCRA leave related to the reasons listed above, the District agrees to pay the difference, if any, where the FFCRA leave maximum is less than the member's full per diem rate of pay. **During such time as FFCRA leave is not available, teachers will be afforded COVID leave or CBA leave as detailed below.**

- a. Whenever a teacher or the District has reason to believe that the teacher may be exhibiting COVID-like symptoms, may have been exposed to COVID-19, or whenever the staff member or the District is awaiting guidance from the County Board of Health related to making a determination regarding the possible exposure of the staff member, the building administrator shall immediately place the staff member on Paid Administrative Assignment for that work day.

- b. The teacher shall be assigned to telework from home while on Paid Administrative Assignment and shall not be required to utilize any leave while teleworking. If a teacher is unable to telework for medical reasons related to COVID-19, the teacher's absence shall be considered as leave under the FFCRA (if eligible) or as COVID Leave, at the teacher's option. When a teacher is assigned telework responsibilities, the nature of these responsibilities will vary depending upon the instructional platform in effect at the time of the absence (i.e., remote, blended or in-person).
- c. Any teacher assigned to telework or experiencing COVID-related symptoms for two (2) or more days must agree to schedule an appointment with a qualified medical professional on that same day (if possible) to be evaluated for a possible diagnosis of COVID-19. Reasonable efforts shall be made by the teacher to schedule the appointment around their teaching duties (i.e. before school, after school, during their conference and planning, etc.) so as not to unreasonably disrupt instruction. It is understood by the Parties that this may not always be possible and period substitution shall be provided as needed. If the teacher is unable to secure an appointment with a qualified medical professional on that same day, the teacher shall continue to work on Paid Administrative Assignment until such time that they can secure an appointment with a qualified medical professional, presumably the next day.
- d. The determination of the qualified medical professional, inclusive of any diagnosis or testing results related to COVID-19, shall be provided by the teacher to the District and shall be maintained by the District in compliance with applicable privacy/confidentiality rights of the staff member.
- e. In the case of teachers awaiting guidance from the County Board of Health, the District shall delay directing the staff member to consult with a qualified medical professional until such time that the County Board of Health makes an appropriate determination. Until such determination is made, the teacher shall continue to telework on Paid Administrative Assignment.
- f. If a teacher initially placed on Paid Administrative Assignment refuses to schedule an appointment with a qualified medical professional, the teacher's Paid Administrative Assignment shall cease immediately, and the teacher shall be required to use other available leave as defined under the CBA.
- g. If, after being evaluated by a qualified medical professional, it is determined that the teacher, or a member of their immediate family as defined in the CBA and who resides in the same household as the teacher, needs to be quarantined, placed under an isolation order, is suffering from symptoms that may be related to COVID-19 and is awaiting a diagnosis or test result (should testing be available), or needs to be absent due to the teacher or family member being diagnosed with COVID-19, the teacher shall have the right to continue to telework under the terms of their Paid Administrative Assignment until such time that the teacher is cleared to return to

work. No COVID Leave shall be utilized while the teacher is approved for, and is, teleworking.

- h. If the teacher is approved to telework but is unable to telework due to the severity of their symptoms, or due to the need to care for a member of the immediate family (as defined in the CBA and who resides in the same household as the staff member) suffering from COVID-19 or from COVID-like symptoms, the teacher's Paid Administrative Assignment shall cease and the teacher shall immediately utilize leave under the FFCRA or COVID Leave, at the teacher's option and as eligible, until such time that the teacher can resume telework or no longer requires leave. The decision to telework, utilize leave (as needed), or resume teleworking shall be made at the sole discretion of the staff member.
- i. The District shall have the right to request additional medical documentation as needed while a teacher is teleworking on Paid Administrative Assignment or utilizing COVID Leave. The District may require the teacher to submit to a medical examination by a doctor of its choosing for such leaves. Such examinations would be conducted at no cost to the teacher.
- j. Abuse of Paid Administrative Assignment, FFCRA Leave, or COVID Leave, will be considered a flagrant violation of Progressive Discipline and the disciplinary proceedings for such violation will begin at Level 3 of Progressive Discipline procedure, inclusive of a suspension with or without pay not to exceed five (5) days, as outlined in Article 39 of the CBA. Further abuse shall be grounds for termination in accordance with the procedures outlined in the CBA.
- k. The Parties agree that Paid Administrative Assignment and COVID Leave are to be used only in instances where the teacher was, or is likely to have been, exposed to COVID-19 at work or for instances where the source of exposure is unknown. However, for instances where it is determined, through Contact Tracing performed by an authorized government agency (i.e. a County Board of Health), that the teacher was exposed to COVID-19 outside of the workplace *and* while engaging in activities unrelated to the performance of the teacher's duties, the Teacher shall not be entitled to Paid Administrative Assignment or COVID Leave, and any leave sought by the teacher must be pursuant to the FFCRA, if applicable, or in accordance with the leave provisions of the CBA. If the teacher utilizes leave under the FFCRA, the District agrees to pay the difference, if any, where the FFCRA leave maximum is less than the member's full per diem rate of pay.

If it is determined that the staff member was exposed to COVID-19 while responsibly observing all of the appropriate public health guideless consistent with the public health recommendations of Governor DeWine, the staff member *may* still be eligible for Paid Administrative Assignment and Covid Leave. However, such determination shall be at the sole discretion of the Superintendent/Designee.

- l. The Parties acknowledge that absence for non-COVID illness shall be in accordance with the CBA. The teacher will not be required to perform any work duties when utilizing standard sick leave under the CBA.
 - m. The District may allow a teacher to telework from home in instances where a teacher would otherwise be required to use standard sick leave as per the CBA, in accordance with Section 20(k) above, however, such determination to offer this option to the staff member shall be at the sole discretion of the Superintendent/Designee. In such an instance no deduction of sick leave shall occur.
 - n. During *Remote Learning 2.0*, if a teacher is absent for two (2) or fewer consecutive days and has taken CBA leave, the teacher shall be required to leave lesson plans posted in their Google Classroom so that their substitute could provide asynchronous learning opportunities for students during this absence.
 - o. The Parties acknowledge and agree that COVID Leave will be in effect for the 2020-2021 school year only and shall automatically expire on June 30, 2021, unless extended by mutual agreement.
 - p. Whenever a teacher of the District is absent from the workplace due to a positive diagnosis of COVID-19, the teacher will not be permitted to physically return to the workplace until such time that the teacher provides written documentation from a qualified medical professional (e.g., teacher's doctor or a district employed nurse) affirming that the teacher is cleared to return to work. It shall be the responsibility of the teacher to provide this documentation to the Superintendent/Designee prior to returning to work.
21. Teachers utilizing FFCRA leave for childcare purposes shall be allowed to use of up to twelve (12) weeks of child care leave, ten (10) weeks paid, inclusive of intermittent leave, under the FFCRA for paid child care purposes through December 31, 2020 unless the child care provisions of the FFCRA are otherwise extended, **modified, reinstated, or amended** by law. **If such extension, modification, reinstatement, or amendment occurs prior to the end of the 2020-2021 school year, the FFCRA provisions of this MOU shall remain in full force and effect until June 30, 2021.** For the two (2) weeks of eligible FFCRA leave for child care purposes that are NOT paid, the member shall have the right to utilize sick leave or personal leave in order to be compensated at the member's per diem rate of pay. **Teachers shall also have the right to use accrued Sick Leave for child care purposes subject to restrictions outline in number 21, d-g, below.**
- a. Staff members utilizing child care leave shall be compensated at two-thirds the staff member's full rate of pay. Intermittent FFCRA child care leave may be used at any time and in an increment when the school or daycare of a teacher's child is closed for reasons related to COVID-19.

- b. Abuse of child care leave under the FFCRA will be considered a flagrant violation of Progressive Discipline and the disciplinary proceedings for such violation will begin at Level 3 of Progressive Discipline procedure, inclusive of a suspension with or without pay not to exceed five (5) days, as outlined in Article 39 of the CBA. Further abuse shall be grounds for termination in accordance with the procedures outlined in the CBA.
- c. The Superintendent may allow a teacher who would otherwise need to use child care leave under the FFCRA to telework in lieu of utilizing the FFCRA for child care purposes so long as the teacher can do so without any unreasonable interruption to the performance of their duties. When the District is operating in *Remote Learning 2.0*, the teacher may be granted permission to work in person at least three (3) days and telework for up to two (2) days per week upon approval from the Assistant Superintendent. These days must be previously defined and adhere to a set schedule unless approved otherwise by both the building principal and the Assistant Superintendent.
- d. If a teacher has a child whose school or daycare provider is closed or operating under a hybrid model, the teacher shall have the right to use accrued Sick Leave, on an intermittent basis, for child care purposes as outlined in 21, e-g, below. Teachers who utilize sick leave for child care purposes shall be compensated at the teacher's per diem rate of pay and may use the sick leave day in either half or full day increments.
- e. When the District is operating in Remote Learning 2.0, if the 3/2 split creates a hardship for the teacher, the teacher shall have the right to telework from home up to five (5) days per week so long as the teacher can replicate the quality of instruction that would occur on campus and can fulfill all of the teacher's job responsibilities subject to the approval of the Superintendent or Designee.
- f. In instances where the teacher elects to utilize Sick Leave for child care purposes, either during In-Person, Blended Learning, or Remote Learning 2.0, the teacher shall first be approved for ten (10) days of telework if the teacher requests it. Thereafter, and regardless of whether the teacher requests ten (10) days of telework, the teacher shall have the right to use up to fifty (50) days of Sick Leave for child care purposes on a consecutive or intermittent basis, at the teacher's per diem rate of pay, and in either half or full day increments. In no instance can a teacher use more than fifty (50) days of Sick Leave for child care purposes for the remainder of the 2020-2021 school year. Any teacher that has exhausted all sixty (60) days of child care leave between August 2020 – December 2020 is not eligible for the benefits provided in 21(F).
- g. Teachers who have exhausted all of their Sick Leave for child care purposes shall have the right to apply for up to ten (10) days of sick leave from the SEA

Sick Leave Bank. The approval of such days shall be at the sole discretion of the SEA Executive Committee.

22. During in-person learning, instances where a teacher is absent and period substitution is available to fill the absence, the District shall offer period substitution opportunities to all eligible teachers. If no teachers accept the coverage, the District shall have the right to offer the period substitution assignment to eligible classified employees where it is deemed appropriate. Teachers that are assigned period coverage as their assigned duty are required to provide this work in accordance with the CBA as directed by administration.
23. Except as otherwise stated in Section 24 below, whenever the District remains closed to students for in-person instruction, individual or small groups of students (i.e., 9 or fewer students) may be permitted to come to school and work with teachers. Such meetings shall occur at the discretion of the teacher provided such gatherings are permitted by law and pre-approved by the building administrator.
24. Regardless of the instructional model utilized by the District, or COVID Risk Level (i.e. Purple) utilized by the county, the Board and Association recognize that some students cannot receive required services and/or specially designed instruction in a virtual environment, the services or instruction for these students may need to be provided in person and on campus. This may include preschool students, English Learners, Title I, and students with disabilities. In these instances, and on days where the teacher is not already required to be on campus, the teacher shall only be required to be on campus for the duration of the service or instruction.

For example, an Intervention Specialist may be required to be in the building on days that a student with disabilities is on campus to receive special education services that could not be provided remotely, however, the staff member would be free to leave the campus immediately after providing the minutes of service as dictated by the student's IEP. Additionally, a Physical Education staff member and Music staff member may be required to come in to provide that same student with IEP mandated Adaptive PE and Adaptive Music (presuming such services could not be provided remotely) on the same day the Intervention Specialist was called in to provide services.

25. With the exception of working remotely from their own home, and with the exception of reporting to a workplace, preschool, parochial school, or other business that is open to the public and operating in accordance with the Cuyahoga County Board of Health regulations, no staff members shall be required to perform any contractual duties off of school property for the duration of the 2020-2021 school year until such time that COVID-19 no longer poses a serious public health risk as determined by the Cuyahoga County Board of Health. For example, no staff member shall be required to do a home visitation for any student assigned to the staff member, however, the visitation can occur so long as the student is brought on campus.
26. During the 2020-2021 school year, and regardless of the District's reopening plan or the District's assignment of in-person or remote instructional duties, no teacher's class size,

caseload, instructional preps, instructional minutes, contractual workday or overall workload shall be increased beyond the defined provision of the CBA that were in effect prior to the advent of COVID-19. If any such increase occurs, and upon the request of the Association President, the Superintendent shall provide a written explanation for why the increase occurred. Should the Parties remain in disagreement over the existence or appropriateness of the increase, the grievance procedure shall be controlling.

27. During the 2020-2021 school year, and regardless of the District's reopening plan or the District's assignment of in-person or remote instructional duties, no teacher's conference and planning time shall be decreased beyond the defined provision of the CBA that were in effect prior to the advent of COVID-19. If any such decrease occurs, and upon the request of the Association President, the Superintendent shall provide a written explanation for why the decrease occurred. Should the Parties remain in disagreement over the existence or appropriateness of the decrease, the grievance procedure shall be controlling.
28. The Board and the Association recognize that teachers have historically been trained and in-serviced to provide in person instruction only, and that the delivery of streaming or recorded remote lessons is unprecedented in the District. Furthermore, the Board and the Association recognize that that wealth of professional experience that teachers draw upon to provide a high quality education to their students is based upon in-person instruction that occurred in the traditional classroom. In recognition of the fact, and in recognition of the unprecedented expectation to provide streamed or recorded lessons to students, and in order to create a "safe-space" where teachers are encouraged to experiment reasonably with instructional techniques without fear of reprisal, the Board agrees that any staff member whose lessons are streamed or recorded shall be held harmless from any unreasonable complaints about instruction which do not violate the reasonable rules and regulations of the Board, the terms of the CBA, or Board Policy and that otherwise would not have been received by the administration under normal circumstances when instruction was exclusively provided to students in-person and in the classroom.
29. The Board and the Association expressly agree that the delivery of District-wide online instruction is unprecedented and may result in unforeseen consequences for the Board, Administration, the Association, and/or for individual teachers. Therefore, the Board agrees to forego disciplinary responses for violations that are no fault of the teacher, including the reporting of violations to the ODE for violations of Board Policy or ODE's Licensure Code of Professional Conduct for Ohio Educators relative to the delivery of online instruction, so long as the member is found, after investigation by the Administration, to have been acting in good faith, for the best interests of their students, and within the scope of their employment as defined by their job description and Board Policy. The Parties agree that this provision shall not apply to the Administration's mandatory reporting obligations to Children Services. Nothing herein shall be deemed to lessen the obligation of members of the Association from utilizing platforms for online instruction that have been approved by the District and/or the member's building administration. Teachers shall at all times remain subject to Board policies relating to the use of technology, web accessibility, content, apps, and services.

30. During the 2020-2021, 2021-2022 and 2022-2023 school years only, the Parties agree that the OTES and OSCES evaluations of members of the bargaining unit shall be considered comparable to one another for the purposes of the negotiated Reduction in Force procedures. As such, the provisions of the CBA shall serve as the procedures followed by the Superintendent and Board when making staff reduction decisions involving the suspension of contracts. Furthermore, the Board and the Association agree that neither the OTES and OSCES evaluation procedures in the CBA, nor the OTES and OSCES Rubrics upon which the procedures are based, were designed to accommodate walkthroughs and observations based upon remote or recorded lessons. As such, the Assistant Superintendent and Association President will mutually agree to any adjustments to the OTES and OSCES rubrics that may not be observable and/or applicable to a *Remote Learning 2.0* setting or in a Blended/Remote Learning setting. Any provision of the Rubrics that cannot be observed in the lesson shall not count against the staff member in any way. If it is determined by the Evaluation Review Committee (ERC) that the timelines for evaluation in the CBA cannot be reasonably accommodated due to the District's Responsible Restart Plan, the ERC shall have the authority to empower the Assistant Superintendent and Association President to mutually agree to adjust the timelines for evaluation. Such adjustment, if any, shall be communicated to the Association and Administration no later than October 16th.
- a. Subject to the provisions in number thirty (30) above, all OTES and OSCES evaluations shall be completed in full for the duration of the 2020-2021 school year. However, no teacher shall be unreasonably evaluated due to the impact of online instruction, SCS Connects, or other virtual learning models.
- b. The parties agree further that the implementation of OTES 2.0, which is required for the 2021-2022 school year, will be dealt with through the ERC and the negotiations procedures in the current agreement. The final agreement on OTES 2.0 shall be memorialized as a Memorandum of Understanding to the CBA, subject to the ratification by the Association and adoption by the Board.
31. The district shall continue to follow all provision of the Americans with Disabilities Act (ADA). The parties agree to review ADA claims and concerns as needed for the 2020-2021 school year.
32. No third party provider shall perform any bargaining unit work unless all members of the bargaining unit with the appropriate licensure are otherwise assigned, including the assignment of all members for whom reasonable accommodations have been requested.
33. The Board and the Association recognize that the administration may require reasonable flexibility to exercise management's right of assignment, in order to meet the staffing needs created by the impact of COVID-19, the request of members for ADA accommodations, the creation of virtual learning positions for staff and virtual learning opportunities for students, and to create appropriate class schedules for staff and students based upon the districts reopening plans. However, nothing in this provision shall exempt the

administration from following the provisions of this agreement or the provisions of the collective bargaining agreement between the parties.

34. The Association and the Board recognize that the provisions of this MOU may need to be reviewed or modified in the future based upon unforeseen challenges facing the Parties. In such instances, the Parties agree to reopen discussions on any provisions in this MOU upon the written request of either the Association or the Board. Any subsequent changes to this MOU shall be subject to the mutual ratification of the Association membership and the Board.
35. The Board and the Association recognize that the provisions of this MOU are legally binding upon the Parties and that all aspects of this document shall be subject to the grievance procedure as outlined in the CBA between the Parties.
36. Teachers holding supplemental contracts for all athletics shall be compensated as follows:
 - a. If the season and all practices and games never commence by the order or recommendation of the Governor, Director of Health, or other recognized public health authority, and no work was done by the staff member holding the supplemental contract, there shall be no payment (0%) of the contract.
 - b. If practices began but no games were played, there shall be a fifty percent (50%) payment of the contract.
 - c. If the practices began, and any portion of the first half of the season was played, there shall be a seventy five percent (75%) payment of the contract.
 - d. If practices were held and any portion of the second half of the season was played, the supplemental contract shall be paid in full (100%).
 - e. In the event a season is cancelled before it is started, but the supplemental contract holder still participated in a significant amount of pre-season activity, including but not limited to, weight training, conditioning sessions, open gyms, student and parental contacts, etc., the supplemental contract holder shall be compensated at a rate that is equal to twenty five percent (25%) of the supplemental contract.
37. The Parties shall discuss compensation for year-long supplemental contracts at an appropriate time to allow for the District's operating status to be established and communicated to all Parties.
38. Due to social distancing requirements, teachers in K-5 buildings will be in their classrooms at arrival time to supervise students who are getting off the bus between the hours of 8:50 a.m. - 9:00 a.m. and between the hours of 3:30 p.m. - 3:40 p.m. to supervise students prior to boarding the bus. This arrival and dismissal time supervision will be considered fulfillment of the teacher's daily teacher duty period and the teacher shall not be assigned any additional morning, midday, or afternoon duty. **When the District is operating in In-**

Person or Blended Learning, and when Article 12: B, 2-3, of the CBA cannot be implemented as written on a regular basis, no teacher at the K-5 building shall be required to attend or participate in any TBT meetings or TBT duties for the remainder of the 2020-2021 school year. The District shall make reasonable efforts to remove students from the teacher's classroom starting at 3:40 p.m., however, the Parties recognize that such removal shall be subject to space limitations created by the need to maintain student safety and to maintain appropriate social distancing. Non-homeroom teachers (i.e., Encore, Title I, etc.) will be utilized between the hours of 3:40 p.m. - 4:00 p.m. to supervise students prior to boarding the bus. Homeroom teachers may be utilized on a rotating basis, if needed, between the hours of 3:40 p.m. - 4:00 p.m. to supervise students prior to boarding the bus. Every effort will be made to limit the use of homeroom teachers between the hours of 3:40 p.m. - 4:00 p.m. This dismissal time supervision will be considered fulfillment of the teacher's daily teacher duty period and the teacher shall not be assigned any additional morning, midday, or afternoon duty.

39. The maximum school year for teachers will remain at no more than one hundred eighty-six (186) days. For the 2020-2021 school year only, the number of required teacher in-service days may be increased by up to a maximum of seven and one-half (7.5) days. Additional teacher in-service days shall be mutually approved in writing by the Superintendent and the Association President.
- a. **When the district is operating in Remote Learning 2.0 and inclement weather that would normally result in a calamity day for any reason inclusive of temperature occurs, the district will not call a calamity day and teachers will be required to work their contracted work day. On such days, teachers shall have the right to telework from home or report to work.**
- b. **When the district is operating in the In-Person or Blended Model and inclement weather that would normally result in a calamity day for any reason inclusive of temperature occurs, the district will be closed for the day and teachers shall not be required to report to work for that day.**
40. This MOU shall prevail over any contrary provision in the CBA, 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 staff member. With the exception of Section 30 the provisions of this MOU shall apply for the 2020-2021 school year only and shall automatically expire upon June 30, 2021. Section 30 above shall automatically expire on June 30, 2023.
41. 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.
42. Subject to ratification, this MOU will become effective upon the signatures of the Parties below.

STRONGSVILLE CITY SCHOOL
DISTRICT BOARD OF EDUCATION

Dr. Cameron M. Ryba, Superintendent

George K. Anagnostou, Treasurer

Richard O. Micko, Board President

Date: _____

STRONGSVILLE EDUCATION
ASSOCIATION

Ian Steffen, SEA President

Date: _____