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November 30, 2011

In the matter of the current negotiations between the Cleveland Metropolitan School District and the Cleveland Teachers Union

As a result of observing, listening and in-depth discussions with the parties jointly and separately, and the failure to reach a mutual agreement on terms and conditions with regard to a new agreement; I am making the following recommendation for settlement to both parties as follows:

1. The duration and reopener provisions shall be as set forth in the current agreement, however, health care shall not be subject to the reopener provisions.
2. All proposals not addressed herein will remain as current agreement
3. 2011 – 2012 School Year:
 - a. Elimination of pay for the first one and a half (1 ½) calamity days in the 2011-2012 school year. In the event there are no calamity days before March 31st, 2012, these days shall convert to an unpaid holiday.
 - b. Elimination of two mandatory Professional Days (February 17th, 2012 and June 7th, 2012).
 - c. Effective January 1st, 2012 through June 30th, 2013 increase co-pays as follows:
 - Single Plan \$45 per month
 - Family Plan \$110 per month
 - Family w/Working Spouse \$160 per month
 - Effective January 20th, 2012, eliminate Subject Area Specialists, ESP Liaisons, Special Education Liaisons, Department Chair/Heads, WAVE, and Team Leaders.
4. The reductions from a and b above will be spread equally over the course of the employee/members pay periods between January 1st, 2012 and August 3rd, 2012.

5. Joint Health Care Committee - language the parties have already agreed to.
6. The Cleveland Teachers Union shall be credited with \$800,000 for open positions filled by substitutes.
7. The District will use a portion of the savings from this agreement to restore educational programs and personnel which are beneficial to students and the District. Such as: maintain pre-school, nurses, busing, spring sports and/or additional District personnel as necessary. Prior to the recall of any Cleveland Teachers Union bargaining unit members, the District will meet with the Cleveland Teachers representative to review staffing assignments, the number of recalls and compensation associated with those recalls.
8. Cleveland Metropolitan School District and the Cleveland Teachers Union will jointly insure monthly Voluntary Professional Development opportunities at the chapter level for all bargaining unit members, in accordance with each school's existing written mutual agreement and including any VPD opportunities offered by the Cleveland Teachers Union or the Cleveland Metropolitan School District.
9. No later than January 16th, 2012 a sub-committee, composed of four members of the Cleveland Teachers Union and four members of the Cleveland Metropolitan School District will meet and explore a differentiated compensation system.
10. As the Cleveland Teachers Union and the Cleveland Metropolitan School District continues to face difficult issues, which may have an impact on their relationship, I further recommend that the leadership of the Cleveland Teachers Union and the Cleveland Metropolitan School District meet no later than February 8th, 2012 using a problem-solving and team approach to discuss mutual goals for the District and address the challenges which have to be overcome. As always the Federal Mediation and Conciliation Service stands ready to assist the parties in these discussions.

I strongly encourage acceptance of these recommendations so the parties can begin the process of addressing their upcoming 2012-2013 negotiations. As you go forward with your relationship, I would encourage both organizations to consider using the Maxim of the West Point Cadet:

Risk.....more than others think is safe.
Care.....more than others think is wise.
Dream.....more than others think is practical.
Expect.....more than others think is possible.

I wish you all the very best.

John F. Buettner
Director of Field Operations