

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CLEVELAND METROPOLITAN SCHOOL DISTRICT AND
THE CLEVELAND TEACHERS UNION, AFT LOCAL 279, AFL-CIO
RE: STAFFING FOR 2010-11 SCHOOL YEAR**

This is a Memorandum of Understanding between the Cleveland Metropolitan School District ("District") and the Cleveland Teachers Union, AFT Local 279, AFL-CIO, ("CTU") regarding the staffing of schools for the 2010-11 School Year.

- A. The following positions will be assigned using the selection processes described in the appropriate CBA language and/or MOU governing each. In each instance, selection will be made by making the positions available to current bargaining unit members using the internal posting process. If available positions remain after current bargaining unit members are considered, CTU bargaining unit members on the approved recall list meeting the minimum qualifications for the available position will be afforded the right to interview. Those members who choose not to be interviewed or who are not selected for employment will remain on the approved recall list. Selection for these positions shall not be based on seniority.
1. Andrew J. Rickoff School shall be posted and selected as outlined in paragraph 3 of the Reconstitution language in Appendix G of the CBA governing the staffing of a reconstituted school.
 2. Positions for Euclid Park School, Thomas Jefferson Newcomers School, and Willson School shall be posted and selected as outlined in Article 12 paragraph B of the CBA governing the creation of a new program or school.
 3. Open positions for math coaches, literacy coaches, PATHS coaches and Careers/Colleges Coaches shall be posted and selected as outlined in the separate Memoranda of Understanding between the District and the CTU governing the staffing of these coaching positions. Thereafter, remaining available positions will be selected using the process outlined in the separate Memoranda of Understanding.

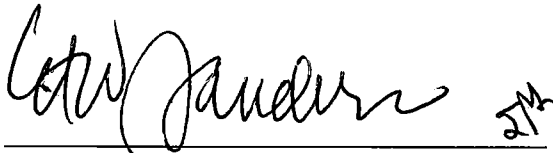
4. Positions for the district's New and Innovative Schools shall be posted and selected as outlined in the separate Memoranda of Understanding between the District and the CTU governing the staffing of these schools.
 5. Positions for the district's eight Tier I Schools identified as Turn Around Model Schools shall be selected as outlined in the separate Memorandum of Understanding between the District and the CTU governing the staffing of these schools.
- B. The District will determine preliminary teacher allocations based on projected student enrollment. The District intends to notify school administrators and the CTU of preliminary teacher allocations on or around July 26, 2010.
 - C. When a transfer is necessary, the teacher shall be notified as outlined in Article 18, Section 1 Paragraph B(1) of the CBA except that the parties shall waive the "five (5) working days" notification requirement. The District anticipates notifying bargaining unit members that transfers are necessary on or around August 5, 2010.
 - D. When a transfer is necessary, the District will hold a conference with the affected teacher(s) for the purpose of selecting, in order of seniority, from available positions as outlined in Article 18, Section 1 Paragraph B(5) of the CBA. The positions outlined in paragraph A (parts 1 through 5) of this Memorandum shall be exempt from this open position selection as they are governed by separate CBA language and/or Memoranda of Understanding. The District anticipates conducting these necessary transfer meetings on or around August 11, 12, 13, and 16, 2010 (as needed). Should a bargaining unit member be unavailable to attend this conference in person, the bargaining unit member may select a proxy to participate on their behalf by notifying the District using the District's Proxy Form or by notifying the District through email communication (HR@cmsdnet.net).
 - E. Upon the completion of the necessary transfer meetings described in paragraph D above, the District will recall bargaining unit members who are listed on the recall list for employees using the process outlined in Article 19, Section 2, Paragraph C

of the CBA. The District anticipates beginning recalling bargaining unit members on or around August 16, 2010.

- F. Bargaining unit members shall be afforded the opportunity to voluntarily transfer to an open position as outlined in Article 18, Section 4 only after available positions are filled as described in paragraphs C through E above. The District anticipates considering voluntary transfer requests for available positions that cannot be filled through necessary transfer or employee recall on or around August 16, 2010.

All provisions of the CBA shall be in full force and effect except those mutually agreed to be modified as described above.

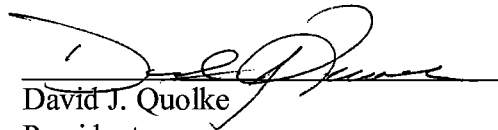
FOR THE DISTRICT

Handwritten signature of Eugene T.W. Sanders in black ink, with a stylized 'E' and 'S'.

Eugene T.W. Sanders, Ph.D.
Chief Executive Officer
Cleveland Municipal School District

DATE

FOR THE CTU

Handwritten signature of David J. Quolke in black ink, with a stylized 'D' and 'Q'.

David J. Quolke
President
Cleveland Teachers Union

7/22/10

DATE