

# MEMORANDUM OF UNDERSTANDING BETWEEN THE CLEVELAND METROPOLITAN SCHOOL DISTRICT AND THE CLEVELAND TEACHERS UNION

RE: ACADEMIC RESOURCE TEACHERS SY2010-2011

FUNCTION: To allow for full utilization of academic labs in high schools to provide students access to coursework otherwise unavailable in the school building and/or to integrate credit-recovery activities into the regular school-day during the 2010-11 school year as part of a one-year pilot program.

1. This Memorandum of Understanding (MOU) is reached between Cleveland Metropolitan School District (CMSD or District) and Cleveland Teachers Union, AFT Local 279, AFL-CIO (CTU) on a non-precedent basis.
2. The District and CTU agree that all provisions in the current Collective Bargaining Agreement (CBA) between the District and CTU, future CBAs as ratified, as well as other binding agreements made between CMSD and CTU in the form of MOU shall remain in full force and effect except to the extent that they contravene the terms of this MOU.
3. The District and CTU have agreed to the following provisions regarding the staffing of Academic Resource Labs (the "Lab") located in the Schools [see **Exhibit A** for complete list of covered schools]:
  - a. Teachers selected for the respective positions shall:
    - i. Possess a valid Ohio Teaching Certificate/License for grades K-12, 7-12, or 9-12 in any core academic, foreign language, business or technology area
    - ii. Be required to engage in identified professional development outside of the regular school day and school year. This professional time shall not exceed four professional development days and shall be in addition to the professional development provided for in Article 9, §2, of the CBA. Participants shall be paid at the "In-Service Instructor" rate found in Appendix A of the CBA
    - iii. Have experience in facilitating web-based instruction and in the use of classroom technology
    - iv. Be an academic resource for Lab students participating in an array of coursework including, but not limited to, Computer Credit Recovery Program (CCRP), and Advanced Placement and foreign language courses provided through State of Ohio Enhancing Education Through Technology grant
    - v. Scheduled for six lab periods per day and be the teacher of record and issue grades for each Lab student.
  - b. Students may only take classes in the Lab that are not offered in the building unless doing so for academic make-up.
  - c. Students utilizing CCRP will be assigned with 12<sup>th</sup> graders having first priority, followed by 11<sup>th</sup> graders, then 10<sup>th</sup> graders. Students may not be pulled from any required classes to attend CCRP. Students may only take CCRP classes to make-up credit from previous academic years.
  - d. The Academic Resource Teacher positions at Carl F. Shuler, Collinwood High School, Glenville High School, James Ford Rhodes High School, Jane Addams Business Careers Center, John Adams High School, John F. Kennedy High School, John Marshall High School, Lincoln-West High School, Martin Luther King, Jr. High School, Max S. Hayes

High School, Option Complex High School, and Success Tech Academy will be filled in order of seniority from the approved recall list from the licensure areas identified above in 3 (a) (i). Those members who choose not to accept an Academic Resource Teacher position will remain on the approved recall list. If the recall lists for the licensure areas identified above in 3 (a) (i) have been exhausted, any remaining Academic Resource Teacher positions will be filled via the Necessary Transfer process in accordance with Article 18, §1 of the CBA by October 1, 2010.

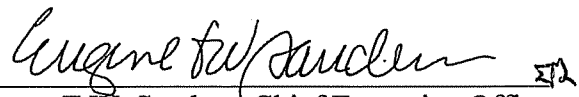
- e. If this one-year pilot program is discontinued after the 2010-11 school year, a teacher selected as an Academic Resource Teacher shall be returned to the classroom in accordance with the Necessary Transfer provisions of Article 18, §1 of the CBA.
- f. Any teacher selected as an Academic Resource Teacher who requests to return a classroom position must submit that request in writing to both the CTU and the District by May 6, 2011. Any Academic Resource Teacher who elects to return to the classroom shall be treated as a Necessary Transfer in accordance with Article 18, §1 of the CBA.
- g. Unless expressly stated herein, all other terms of the current or future CBA(s) between CTU and CMSD shall apply
- h. This MOU expires June 30, 2011. If there are any conflicting provisions with the current CBA, this MOU shall take precedence.

SIGNED AND AGREED TO BY:  
FOR CTU:

  
David J. Quolke, President  
Cleveland Teachers Union

9/2/10  
Date

FOR CMSD:

  
Eugene T.W. Sanders, Chief Executive Officer  
Cleveland Metropolitan School District

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Date

**Exhibit A**

1. Carl F. Shuler High School
2. Collinwood High School
3. East Technical High School
4. Garrett Morgan School of Science
5. Glenville High School
6. James Ford Rhodes High School
7. Jane Addams Business Careers High School
8. John Adams High School
9. John F. Kennedy High School
10. John Marshall High School
11. Lincoln-West High School
12. Martin Luther King, Jr. High School
13. Max S. Hayes High School
14. Option Complex High School
15. Success Tech Academy High School