

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CLEVELAND
METROPOLITAN SCHOOL DISTRICT AND THE CLEVELAND TEACHERS UNION FOR
THE 2010 ELEMENTARY SUMMER ENRICHMENT ACADEMY**

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 2010 Elementary Summer Enrichment Academy. ("2010 ESEA") The parties agree to meet and to negotiate terms and conditions of employment for all other 2010 District sponsored summer programs.

Whereas the CTU and CMSD have made a commitment to eliminate the current academic disparity gap between CMSD students and the state of Ohio, as measured by the average of the third grade Ohio Achievement Test in reading and math, the 2010 ESEA for the 2010 Summer Program will provide the opportunity for those first and second grade students most in need of a longer school year. As the focus is on increased instruction at those grade levels, the CTU and CMSD agree that for the 2010 ESEA, it is in the best interest of the students that the instruction be provided by those teachers who have taught first grade or second grade during the 2008-2009 or 2009-2010 school year.

The parties agree that, notwithstanding the deadlines contained in Article 27, Section (B) of the Collective Bargaining Agreement ("CBA"), all applications for the 2010 ESEA will be available on the ESWEB site, no later than April 27, 2010. Applications must be completed and submitted via ESWEB to Human Resources by May 4, 2010, by 5:00 p.m.

Evidence of submission will be provided to the applicant. Bargaining unit members may only complete one 2010 ESEA Program application. The parties expressly acknowledge that the development of job postings and job applications does not guarantee that such positions will be available. Job postings will include the applicable information contained in the Memorandum of Understanding.

No later than May 11, 2010, each bargaining unit member shall be notified by District e-mail if he or she has a 2010 ESEA assignment. Each bargaining unit member who fails to accept this assignment by District e-mail by 5:00 p.m. on May 18, 2010 will forfeit his or her right to a 2010 ESEA assignment.

- 1) The 2010 ESEA will be for students currently enrolled in grade 1 and grade 2, based on the following criteria:
 - a) **Grade 1 & 2** - District students who did not meet the minimum performance criteria on the 1st and 2nd grade diagnostic assessment and/or students who are not eligible for promotion under the District's Promotion Policy or
 - b) Recommended by first or second grade classroom teacher and/or principal.
- 2) The 2010 ESEA will begin Monday June 21, 2010, and will end Thursday, July 29, 2010. All teachers awarded a position must have taught grade 1 or grade 2 during the 2008-2009 or 2009-2010 school years. All teachers must also participate in two (2) mandatory six (6) hour professional development sessions, one on Tuesday, June 15, 2010 and the second on Wednesday, June 16, 2010,

times to be announced. Teachers are also required to report to their assigned buildings on Thursday, June 17, 2010 from 8:30 a.m. to 11:30 a.m. in order to prepare classrooms for students and attend a thirty (30) minute staff meeting. The District will pay bargaining unit members their daily rate for completion of the two professional development sessions and will pay teachers 1/2 of their daily rate for their Thursday, June 17, 2010 classroom preparation day and site based thirty (30) minute staff meeting from 8:30-11:30. Every Tuesday, teachers will be required to participate in team planning and will be compensated their daily rate for working regular work day (6 hours, 40 minutes) 8:20-3:00 (June 22, June 29, July 6, July 13, and July 20). Bargaining unit members who fail to participate in these mandatory sessions will be deemed to have declined a 2010 ESEA position.

- 3) The 2010 ESEA will consist of 224 minutes per instructional day

2010 ESEA Daily Schedule (Monday through Thursday):

8:00 a.m.	Paraprofessional arrival
8:10 a.m. - 8:25 a.m.	Breakfast supervised by paraprofessionals/student arrival
8:20 a.m.	Teacher arrival (10 minute break)
8:30 a.m. – 10:22 a.m.	Teacher literacy instruction using lesson plans (112 minutes)
10:22a.m. – 12:14 p.m.	Teacher math instruction using lesson plans (112 minutes)
12:14 a.m. – 12:45p.m.	Lunch, supervised by paraprofessionals
12:45 p.m.	Teacher departure
12:29 p.m.	Student dismissal
1:14 p.m.	Paraprofessional departure

- 4) The following provisions in the CBA will be waived: Article 10, Section 1(P)(1) [Teacher Day]; Article 10, Section 4 [use of unassigned time]; Article 21, Section 1 (H) [sick leave] and Article 9, Section 4 [lunch periods].
- 5) All bargaining unit members will be paid 7/10 their daily rate for each day of the 2010 ESEA, June 21 – July 29, 2010, with the exception of their full daily rate on Tuesdays. July 5, 2010 will be a paid holiday at 7/10 of their daily rate.
- 6) The District and the CTU will jointly develop job postings and job applications for the following 2010 ESEA positions: (1) Elementary Teacher (regular), (2) Elementary Resource Teacher (special education), (3) Elementary Teacher (bilingual), (4) Instructional Aide, (5) Sign Language Interpreter, and (6) Instructional Assistant. Bargaining unit members may only complete one 2010 ESEA application. The parties expressly acknowledge that the development of job postings and job applications does not guarantee that such positions will be available. Job postings will include the applicable information contained in this Memorandum of Understanding. An exception to a seniority based assignment of a paraprofessional shall be made in the case of the hiring of an Instructional Aide for a summer program. If an Instructional Aide is needed, the Instructional Aide shall be assigned within the language of assignment. Language needs shall be determined by the District.
- 7) Bargaining unit members will be awarded positions for the 2010 ESEA by seniority and certification or licensure.
- 8) A teacher who applies for a position in the 2010 ESEA must have, during the 2008-2009 or 2009-2010 school year, (a) been a regular classroom teacher; (b) taught grade 1 or grade 2; (c) have

current certification or licensure in pre-K-3, K-8 or 1-8. A teacher who applies for a 2010 ESEA special education resource teacher position must have during the 2008-2009 or 2009-2010 school year: (a) served as a special education classroom teacher; (b) taught special needs students in grade 1 or grade 2; (c) current certification or licensure in special education.

- 9) A teacher who applies for a position as a substitute must hold a valid limited or continuing teaching contract; and have current certification or licensure in Pre-K-3, K-8 or 1-8.
- 10) Substitutes (i.e. regular classroom teachers holding a limited or continuing teaching contract, employed as substitutes for the 2010 ESEA Program) may only be assigned to work in the grades covered by the teacher's certification or license. Human Resources will call substitutes by certification or license by seniority. Human Resources will keep a daily call log for purposes of substitute duty. Failure by the individual teacher to answer or accept an assignment when called by Human Resources shall result in a waiver of the substitute 2010 ESEA Program opportunity for that assignment.
- 11) The projected 2010 ESEA sites shall be: Buhner, Patrick Henry, Riverside, and Robert Jamison. In the event that the air conditioning is not functional at any of these projected sites at any given time, the District will provide fans in each classroom. Applicants shall not be guaranteed an assignment at a particular site.
- 12) The CTU will be supplied with the a list of all bargaining unit members who apply for a 2010 ESEA position, a list of all bargaining unit members awarded 2010 ESEA positions, and the bi-weekly payroll for all bargaining unit members employed for the 2010 ESEA.
- 13) Professional Leave will not be granted during the 2010 ESEA dates. This includes workshops, conventions, and conferences. During the 2010 ESEA, Bargaining Unit Members are permitted only two (2) absences. Any Bargaining Unit Member who is absent on the third (3rd) day shall be deemed to have forfeited his/her summer school position unless medical verification describing their serious illness and documentation from their physician describing their condition and prognosis is provided concurrently with the absence.
- 14) Class size overages shall apply for each instructional day of the 2010 ESEA, and shall be paid for more than 20 students per day for the 2010 ESEA. Class size overage compensation shall be paid at the rate of \$4 per student/per day. Class size overages shall be calculated on the 12th day of the 2010 ESEA.
- 15) Coverage for absent teachers during instructional periods shall be paid at 2.8 times the contract rate for each instructional period of the 2010 ESEA.
- 16) A commitment of a 2010 ESEA assignment by Human Resources will guarantee a bargaining unit member an appointment for the duration of the 2010 ESEA, unless notified otherwise, no later than 4:00 p.m. on June 30, 2010. However, a change in school or assignment may occur after that time if necessary.

- 17) All provisions of the CBA shall be in full force and effect except those mutually agreed to be modified.
- 18) This Memorandum of Understanding expires August 1, 2010. If there are any conflicting provisions with the current Collective Bargaining Agreement, this Memorandum of Understanding shall take precedence over the Collective Bargaining Agreement.

SIGNED AND AGREED TO BY:

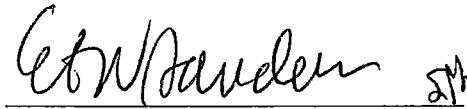
FOR THE UNION:



David J. Quolke
President
Cleveland Teachers Union

4/20/10
Date

FOR THE DISTRICT:



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

4/26/10
Date