

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CLEVELAND
METROPOLITAN SCHOOL DISTRICT AND THE CLEVELAND TEACHERS UNION FOR
THE 2010 SUMMER SCHOOL FOR OVERAGE EIGHTH GRADERS**

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 Summer School for Overage Eighth Graders. ("SSOEG") The parties agree to meet and to negotiate terms and conditions of employment for all other 2010 District sponsored summer programs.

The parties agree that, notwithstanding the deadlines contained in Article 27, Section (B) of the Collective Bargaining Agreement ("CBA"), all applications for the 2010 SSOEG 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.

No later than May 4, 2010, each bargaining unit member shall be notified by District e-mail if he or she has an SSOEG 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 an SSOEG assignment.

- 1) The SSOEG will be for students currently enrolled in 8th grade and are in danger of not being promoted to the ninth grade for the 2010-2011 school year. The District will offer an opportunity for those students to be promoted based on the successful completion of a core content focused curriculum in mathematics, science, social studies and English language arts. Class success will be measured by passage of a post assessment and successful completion of project-based learning activities. Each content area class is 72 minutes.
- 2) The SSEOEG will begin Monday June 21, 2010, and will end Thursday, July 29, 2010. 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) 8:00-2:30 (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 SSOEG position.
- 3) The SSOEG programs will consist of 288 minutes of daily instruction. An Interim progress report will be given on the 12th day of instruction.

SSOEG DAILY SCHEDULE- MONDAY through THURSDAY:

7:30 a.m.	Paraprofessional arrival
7:30 a.m. – 07:57 a.m.	Breakfast supervised by paraprofessionals/student arrival
7:50 a.m.	Teacher arrival
8:00 a.m. – 09:12 a.m.	First Period
9:17 a.m. – 10:29 a.m.	Second Period
10:34 a.m. – 11:14 a.m.	Lunch, supervised by paraprofessionals
11:19 a.m. – 12:31 p.m.	Third Period
12: 36 p.m. – 1:48 p.m.	Fourth Period
2:00 p.m.	Teacher departure* (PD Tuesday's until 2:30 pm)
2:25 p.m.	Paraprofessional departure

- 4) The following provisions in the CBA will be waived: Article 10, Section 1(P)(2)(b) [no more than three preparations]; Article 10, Section 1(P)(1) [Teacher Day] Article 10, Section 4 [use of unassigned time]; and Article 21, Section 1 (H) [sick leave].
- 5) All bargaining unit members will be paid their daily rate for each day of the 2010 SSOEG PROGRAM, June 21 – July 29, 2010, for a total of 24 instructional days and 1 professional development day and 1/2 day for classroom set-up. July 5, 2010 will be a paid holiday and all bargaining unit members will be paid their daily rate.
- 6) The District and the CTU will jointly develop job postings and job applications for the following SSOEG positions: (1) English Language Arts (2) Mathematics (3) Social Studies (4) Science (5) Special Education resource teacher, and (6) instructional assistant. Bargaining unit members may only complete one 2010 SSEOG 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 SSOEG by seniority and certification or licensure.
- 8) A teacher who applies for a position in the 2010 SSOEG program must have, during the 2009-2010 school year, (a) taught grade 8 during the 2008-2009 or 2009-2010 school year; (b) have current certification or licensure in K-8, 1-8, 4-9 or 7-12 certification in the subject applied for in the 2010 SSEOG program. A teacher who applies for an SSOEG special education resource teacher position

must have during the 2009-2010 school year: (a) served as a special education classroom teacher; (b) taught special needs students in grade 8 during the 2009-2010 school year; (c) current certification or licensure in special education.

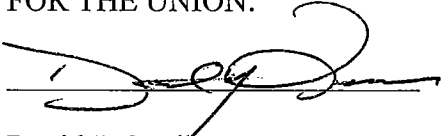
- 9) A teacher who applies for a position as a substitute must have, during the 2009-2010 school year, (a) worked as a regular classroom teacher in a K-8 or elementary school; (b) hold a valid limited or continuing teaching contract; and (c) have current certification or licensure in Pre-K-3, K-8 or 1-8.
- 10) Substitutes (i.e. regular classroom teachers holding a limited or continuing teaching contract, employed as substitutes for the 2010 SSOEG 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 all substitute 2010 SSOEG Program opportunities.
- 11) The SSOEG program site is currently projected to be the Jane Addams Business Career Center.
- 12) The CTU will be supplied with the a list of all bargaining unit members who apply for a SSOEG position, a list of all bargaining unit members awarded SSOEG positions, and the bi-weekly payroll for all bargaining unit members employed for the SSOEG.
- 13) Professional Leave will not be granted during the SSOEG dates. This includes workshops, conventions, and conferences. During the 2010 SSOEG, 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 overage compensation shall apply for each instructional day of the SSOEG, and shall be paid for more than 100 students per day. Class size overage shall be paid at the rate of \$4 per student/per day. Class size overages shall be calculated on the 12th day of the SSOEG program.
- 15) Coverage for absent teachers during instructional periods shall be paid at one times the contract rate for each instructional period, which is 1.8 coverage periods, as provided in Miscellaneous Rates of Pay, Item 1(a) of the CBA, page 163.
- 16) A commitment of an SSOEG Program assignment by Human Resources will guarantee a bargaining unit member an appointment for the duration of the SSOEG, 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