

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

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 Secondary Summer School. ("SSS") 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 SSS 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 11, 2010, each bargaining unit member shall be notified by District e-mail if he or she has an SSS 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 SSS assignment.

- 1) The SSS program will be for students currently enrolled in grades 9, 10, 11, and 12 based on the following criteria:

GRADES 9, 10, 11 and 12 The District will offer academic make-up courses to students in grades nine, ten, eleven and twelve. District curriculum for each academic make-up class is 150 minutes, and completion of the full 24-day course will equal one semester make-up. Teacher lesson plans will reflect the District's summer school curriculum to meet the needs of students.

- 2) The SSS program will begin Monday June 21, 2010, and will end Thursday, July 29, 2010. All bargaining unit members awarded a position are required to report to a mandatory professional development session on Wednesday, June 16, 2010 from 8:30 a.m. to 2:30 p.m. and report to their assigned building on Thursday June 17, 2010 8:30 a.m. to 11:30 a.m. to prepare their classrooms and attend a site based staff meeting. The District will pay bargaining unit members their daily rate for Wednesday June 16, 2010 for professional development and ½ their daily rate on Thursday, June 17, 2010 classroom preparation and a ½ hour site-based meeting from 8:30 a.m. to 11:30 a.m. Bargaining unit members who fail to participate in the mandatory sessions will be deemed to have declined a SSS position.
- 3) The SSS programs will consist of 300 minutes of instruction. An Interim progress report will be given on the 12th day of instruction.

Academic Make-Up DAILY SCHEDULE (Monday- Thursday):

7:30 a.m.	Paraprofessional arrival
7:30 a.m. – 7:57 a.m.	Breakfast supervised by paraprofessionals/student arrival
7:50 a.m.	Teacher arrival (10 minute break)
8:00 a.m. – 10:30 a.m.	First Period
10: 35 a.m. - 11:15 a.m.	Lunch, supervised by paraprofessionals
11:20 a.m. – 1:50 p.m.	Second Period
2:00 p.m.	Teacher departure
2:25 p.m.	Paraprofessional departure

- 4) The following provisions in the CBA will be waived: Article 10, Section 8(D) [no more than three preparations]; Article 10, Section 1(R), point 4 [unassigned time]; 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 SSS PROGRAM, June 21 – July 29, 2010, for a total of 24 instructional days and 1 professional development day and ½ day for classroom set-up and staff meeting. July 5, 2010 will be a paid holiday and all bargaining unit members will be paid their daily rate of pay.
- 6) The District and the CTU will jointly develop job postings and job applications for the following SSS positions: (1) Academic Make-Up; (2) Summer Substitute; (3) Guidance Counselor (senior site only); (4) Special Education resource teacher; (6) Instructional Aide; (7) Electives (senior site only); and (8) Sign Language Interpreters. Bargaining unit members may only complete one 2010 SSS 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 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 SSS Program by seniority and certification or licensure.
- 8) A teacher who applies for a position in the 2010 SSS Program must have, during the 2008-2009 or 2009-2010 school year, (a) been a regular classroom teacher; (b) be currently teaching at a school with grades 9, 10, 11 and 12; (c) have taught the subject being offered during the regular school year; and (d) have current 7-12 or 9-12 high school certification or licensure valid for grades 7-12 or 9-12 in the subject applied for in the 2010 SSS Programs.
- 9) A teacher who applies for the 2010 SSS special education resource teacher position in the Grade 9 through Grade 12 programs must, during the 2008-2009 or 2009-2010 school years:

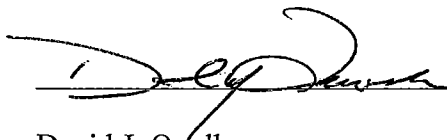
(a) served as a special education classroom teacher; (b) taught special needs students in grades 9, 10, 11 and 12; and (c) have current certification or licensure in special education.

- 10) A bargaining unit member who applies for a position as a guidance counselor must, during the 2008-2009 or 2009-2010 school year, (a) be currently assigned to work as a guidance counselor; (b) have worked with grades 9-12; and (c) have certification or licensure as a high school guidance counselor.
- 11) A teacher who applies for a position as a substitute must hold a valid limited or continuing teaching contract; and have current 7-12 or 9-12 high school certification or licensure valid for grades 7-12 or 9-12.
- 12) 2010 SSS substitutes (i.e. regular classroom teachers holding a limited or continuing teaching contract, employed as substitutes for the 2010 SSS Program) may only be assigned to work in the subjects 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 a substitute assignment when contacted by Human Resources shall result in a waiver of the substitute 2010 SSS Program opportunity for that assignment.
- 13) The projected 2010 SSS Program sites shall be: Jane Addams BCC (grade 12 only), East Tech (grades 9-11), John Adams (grades 9-11) and Lincoln West (grades 9-11). In the event that the air conditioning is not functional at any of these sites at any given time, the District will provide fans in each classroom. Applicants shall not be guaranteed an assignment at a particular site.
- 14) The CTU will be supplied with the a list of all bargaining unit members who apply for a 2010 SSS position, a list of all bargaining unit members awarded a 2010 SSS Program positions, and the bi-weekly payroll for all bargaining unit members employed for the 2010 SSS Program.
- 15) Professional Leave will not be granted during the 2010 SSS Program dates. This includes workshops, conventions, and conferences. During the 2010 SSS Program, 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.
- 16) Class size overages shall apply for each instructional day of the 2010 SSS Program, and shall be paid for more than 56 students per day for the Grade 9 through Grade 12 Academic Make-Up portion of the program. 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 SSS Program.

- 17) Coverage for absent teachers during instructional periods shall be paid at 3.75 times the contract rate for each instructional period as provided in Miscellaneous Rates of Pay, Item 1(a) of the CBA, page 163.
- 18) A commitment of 2010 SSS Program assignment by Human Resources will guarantee a bargaining unit member an appointment for the duration of the 2010 SSS, 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.
- 19) All provisions of the CBA shall be in full force and effect except those mutually agreed to be modified.
- 20) 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:

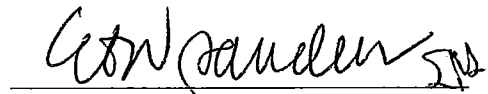
FOR THE UNION:



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