

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CLEVELAND
METROPOLITAN SCHOOL DISTRICT AND THE CLEVELAND TEACHERS UNION
FOR THE 2010 SUMMER OHIO GRADUATION TEST (OGT)**

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 Ohio Graduation Test. ("OGT") 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 OGT 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 OGT 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 OGT assignment.

- 1) The OGT program will be for students currently enrolled in grades 10, 11, and 12 based on the following criteria:
 - a.) The District will offer the Ohio Graduation Test to District tenth, eleventh, and twelfth grade students.
 - b.) The District will offer testing to those students who have failed one or more parts of the Ohio Graduation Test.
- 2) The OGT program will begin Monday June 14, 2010, and will end Friday, June 18, 2010. All bargaining unit members awarded a position are required to report to their assigned building and to attend the mandatory four (4) hour professional development session on Friday, June 11, 2010 and will be paid two-thirds (2/3) of their daily rate. Bargaining unit members who fail to participate in the mandatory session will be deemed to have declined an OGT position.

- 3) The OGT testing day will consist of 230 minutes of proctoring.

OGT TESTING DAILY SCHEDULE (MONDAY – FRIDAY):

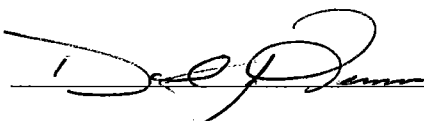
8:00 a.m.	Paraprofessional arrival
8:00 a.m. – 8:30 a.m.	Breakfast supervised by paraprofessionals/student arrival
8:25 a.m.	Teacher arrival (5 minute break)
8:30 a.m. – 9:00 a.m.	Testing Sign-In
9:00 a.m. – 12:00 p.m.	Testing
12:03 p.m.	Grab and Go Lunch, supervised by paraprofessionals
12:15 p.m.	Teacher & 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 3 [40 minute uninterrupted lunch]; Article 10, Section 1(R), point 4 [unassigned time]; 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 eighth-tenths (8/10) of their daily rate for each day of the 2010 OGT PROGRAM, June 14 – June 18, 2010, for a total of 5 testing days and 1 professional development day paid at two-thirds (2/3) of their daily rate.
- 6) The District and the CTU will jointly develop job postings and job applications for the following OGT positions: (1) OGT Proctor; (2); Instructional Assistant; (3) Instructional Aide; (4) Educational Aide; (5) Bilingual; and (6) Sign Language Interpreters. Bargaining unit members may only complete one 2010 OGT 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.
- 7) Bargaining unit members will be awarded positions for the 2010 OGT Program by seniority and certification or licensure. A bargaining unit member may only complete one application.
- 8) A teacher who applies for a position in the 2010 OGT Program must hold a current 7-12 or 9-12 high school certification or licensure valid for grades 7-12 or 9-12.

- 9) The projected OGT Testing sites shall be: East Technical, John Adams and Lincoln West. 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.
- 10) The CTU will be supplied with the list of all bargaining unit members who apply for an OGT position, a list of all bargaining unit members awarded OGT Program positions, and the bi-weekly payroll for all bargaining unit members employed for the OGT Program.
- 11) A commitment of an OGT Program assignment by Human Resources will guarantee a bargaining unit member an appointment for the duration of the OGT, unless notified otherwise, no later than 4:00 p.m. on June 11, 2010. However, a change in school or assignment may occur after that time if necessary.
- 12) All provisions of the CBA shall be in full force and effect except those mutually agreed to be modified.
- 13) 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