MEMORANDUM OF UNDERSTANDING
BETWEEN THE CLEVELAND MUNICIPAL SCHOOL DISTRICT
AND THE CLEVELAND TEACHERS UNION ON
EXTENDED DAY K-8 PEER TUTORING PROGRAM

1. Effective with the 2009-2010 school year, the Cleveland Municipal School District ("District") will make all Extended Day K-8 Peer Tutoring program appointments according to guidelines developed by representatives of the District and the Cleveland Teachers Union ("CTU").

2. The Extended Day K-8 Peer Tutoring program is a supplemental intervention tutoring program for Reading that utilizes teachers as Program Coordinators to assist Middle Grade students (tutors) in one-on-one tutoring sessions of Elementary students (tutees) in Grades 3-4, to raise achievement and reach proficient status for state achievement tests.

3. For purposes of this agreement, extended day programs are those programs involving certificated CTU members (excluding summer school programs as defined in Article 27) and conducted outside the regular school day or year or on weekends and including after school/weekend achievement enhancing activities and/or activities that involve direct instruction of students.

4. The District will appoint certificated licensed K-8, 1-8, K-12, 4-9 Reading or Special Ed. K- 12 teachers to the Extended Day K-8 Peer Tutoring program assignments as Tutoring Coordinators based on system seniority within each building/program site. In addition, the District will appoint certificated/licensed K-8, 1-8, K-12, 4-9 Reading, or Special Ed. K-12 teachers as Extended Day K-8 Peer Tutoring Coordinator Substitutes to be paid in place of the absent teacher/coordinator. Substitute assignments will also be based on seniority.

   *Each teacher must be currently serving as a full-time classroom teacher in grades: K-8, Reading Grades 4-8, or Special Education Grades K-8. A full-time teacher is defined as one that assigns grades as a teacher of record on the current System.

5. For the purposes of this program, teachers may not use their sick leave time for these assignments.

6. The District will compensate CTU members for participation as set forth in Article 30. Section 8 (B) and (C). The Extended Day K-8 Peer Tutoring Coordinator will be paid the in-service instructor rate as coordinator and the in-service rate for coordinator training sessions. Participation is

contingent on the District securing program funding. If a class does not materialize, reduction in force will occur by system seniority within each building/program site.

7. If the District wishes to modify any terms of this Memorandum of Agreement it will notify the CTU and request negotiations. Absent an agreement in writing to modify the Memorandum of Agreement, this agreement will prevail.

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

10/27/09
Date

David Quolke, President
Cleveland Teachers Union

10/27/09
Date