

## SETTLEMENT AGREEMENT

This Settlement Agreement is between the Cleveland Teachers Union, AFT Local 279, AFL-CIO ("CTU") and the Cleveland Metropolitan School District ("District" or "CMSD").

WHEREAS, Article 13, Section 1(G) of the 2013-2016 Collective Bargaining Agreement ("CBA") provides that, pursuant to ORC 3311.80 and Board Resolution 2013-3030(B), all evaluators must be credentialed. It further provides that a list of all evaluators will be forwarded to the CTU President and updated as made available.

WHEREAS, Board Resolution 2013-3030(B) provides that highly-trained, high quality evaluators are required to ensure reliable, fair, consistent observation and review processes for CMSD educators.

WHEREAS, Board Resolution 2013-3030(B) provides that, pursuant to ORC 3311.80(D), evaluators must complete State-sponsored evaluation training and have passed the on-line credentialing assessment.

WHEREAS, Board Resolution 2013-3030(B) provides that, in order to ensure system transparency and teacher confidence and to ensure the highest evaluator quality and consistency, the Chief Executive Officer ("CEO") of CMSD is to identify and direct that specific examination sites be used to complete evaluator credentialing assessments and to provide School District proctors to manage the assessment process in compliance with the guidelines of the Ohio Department of Education.

WHEREAS, the parties wish to resolve all issues in Grievance No. 2013-GA-104; AAA Case No. 53 390 E 398 13; as well as in CMSD vs. CTU; Cuyahoga County Common Pleas, Case No. CV 13 818649.

THEREFORE, the parties agree as follows:

1. No later than January 31, 2014, the CMSD will provide the CTU with an updated list of all evaluators who are assigned to evaluate any CTU member (inclusive of teachers, related service providers and paraprofessionals), which shall include the following information:
  - a. The name of the evaluator;
  - b. The date the evaluator was credentialed;
  - c. For evaluators who were credentialed after April 23, 2013, whether the assessment was "proctored". For purposes of this paragraph, "proctored" means the evaluator took the test by himself/herself at one of the two approved locations.

2. Beginning January 31, 2014, and moving forward, all CTU bargaining unit members will be evaluated only by individuals who:
  - a. Have complete State-sponsored evaluation training and have passed the on-line credentialing assessment; and
  - b. Have initially completed this on-line credentialing assessment prior to April 23, 2013 or have completed this on-line credentialing assessment at a specific examination site, designated by the CEO, in a proctored environment, as defined in Section 3 below.
3. The parties agree that all assessments taken on or after January 31, 2014 must be proctored. The parties agree that the term "proctoring" means a CMSD employee, designated by the CEO or designee, will be present to monitor the assessment. The names of all proctors will be provided to the CTU President, as well as the schedule for all assessments.
4. Any CTU bargaining unit member who was evaluated during the 2013-2014 school year (before January 31, 2014), by an individual who did not completed the on-line credentialing assessment at a specific examination site designated by the CEO by himself/herself, will be notified by the District via email no later than February 3, 2014, and may elect to nullify these evaluations, resulting in the Teacher Performance Calculation being based on a compressed evaluation schedule, as determined by the TDES Steering Committee co-chairs, and outlined in Section 7 below. Hard copies of all letters with names and locations of the CTU bargaining unit members will be provided to the CTU President who will designate representatives to hand deliver the letter to the recipient.
5. The Parties agree that any CTU bargaining unit member who was or is evaluated by an individual not properly credentialed at the time of their evaluation event shall notify the TDES Co-Chairs in writing. If verified by the Co-Chairs, the evaluation will be nullified.
6. Any employee who elects to have these evaluations nullified and have a compressed evaluation schedule pursuant to Section 4 above shall notify the District via email to [TDES@clevelandmetroschools.org](mailto:TDES@clevelandmetroschools.org) not later than 4:00 p.m. on February 12, 2014. The employee may also request to be evaluated by a different evaluator who meets the qualifications in Section 2 of this Settlement Agreement, above. That request for a different evaluator must be reflected in the same email in which the employee is requesting the compressed evaluation.
7. The compressed evaluation schedule shall consist only of two (2) Walk-throughs and one (1) Formal Announced Observation.

Eric Gordon

Eric Gordon, Chief Executive Officer  
Cleveland Metropolitan School District

1/31/14

Date

David Quolke

David Quolke, President  
Cleveland Teachers Union, AFT Local 279

1-31-14

Date