

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE CLEVELAND METROPOLITAN SCHOOL DISTRICT AND THE CLEVELAND TEACHERS UNION**  
**FOR THE 2021 SUMMER OHIO STATE TEST (OST)**

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 2021 Summer Ohio State Test. ("OST"). The parties agree to meet and to negotiate terms and conditions of employment for all other 2021 District sponsored summer programs.

The parties agree that, notwithstanding the deadlines contained in Article 28, Section (B) of the Collective Bargaining Agreement ("CBA"), all applications for the 2021 OST will be available on the WorkDay site, no later than **May 14, 2021**. Applications must be completed and submitted via WorkDay to Talent by **May 21, 2021, by 5:00 pm**.

No later than **June 4, 2021**, each bargaining unit member shall be notified by District e-mail if he or she has an OST assignment. Each bargaining unit member who fails to accept this assignment by District e-mail by 5:00 p.m. on **June 5, 2021** will forfeit his or her right to an OST assignment.

- 1) The OST program will be for students currently enrolled in grade 12 cohorts 2021 and prior in need of an OST End of Course assessment to meet State assessment requirements.
- 2) The OST program will begin **Monday, July 12, 2021**, and will end **Wednesday, July 14, 2021**. All bargaining unit members including Paraprofessionals awarded a position are required to report on **Thursday, July 8, 2021** to a Zoom meeting from **10:00 am - 12:00 pm** to attend the mandatory two (2) hour Test Security and OST Logistics training. The meeting link is: <https://bit.ly/2UmRUuJ>. Additionally, all members awarded a position who do not have a current OST Test Administrator Online Certificate for the 2020-2021 school year, must complete the Online Test Administrator Certification course by **Friday, July 9 at 5:00 pm**. Instructions for completing the course will be provided during the mandatory session on **July 8**.
- 3) There will be two Proctor Teams used each day; the AM Proctor Team and the PM Proctor Team. Each team will consist of two [2] bargaining unit members. Daily staff day/session 240 minutes and the student-testing window is 210 minutes.

**OST TESTING DAILY SCHEDULE (MONDAY – WEDNESDAY) for John F. Kennedy:**

**Testing – AM Session:**

7:45 a.m.	Assessment staff arrives & setup
8:00 a.m.	AM Student Sign-In/Check-In [Assessment Department Staff]
8:10 a.m.	AM Proctor Team arrives & setup
8:30 a.m. – 12:00 p.m.	Testing- all subjects
12:00 p.m.	AM Proctor Team collects testing materials
12:10 p.m.	AM Proctor Team departs

**Testing – PM Session:**

11:45 a.m.	PM Student Sign-In/Check-In [Assessment Department Staff]
12:00 p.m.	PM Proctor Team arrives & setup
12:15 p.m. – 3:45 p.m.	Testing- all subjects
3:45 p.m.	PM Proctor Team collects testing materials & equipment breakdown
4:00 p.m.	PM Proctor Team departs

- 4) The following provisions in the CBA will be waived: Article 9, Section 4 [no more than three preparations]
- 5) All bargaining unit members will be paid their prorated daily rate for each day of the 2021 OST testing window, **July 12– July 14, 2021**, for a total of three (3) testing days and one (1) professional development session paid at two-thirds (2/3) of their daily rate on **July 8, 2021**. If Professional Development sessions fall within two pay periods, all days will be paid on the pay cycle during which all mandatory days are fully completed.

- 6) The District and the CTU will jointly develop the job posting and job application for the OST Proctor position. Bargaining unit members, who are employed by the District, carry a license or certificate, have administered the OST and have participated in or are willing to participate in online training prior to testing window, are eligible to apply.
- 7) Bargaining unit members will be awarded positions for the 2021 OST Program by seniority and certification or licensure.
- 8) All applicants will be offered the opportunity to substitute in order of seniority if they are not selected for a summer position. There will be a total of two (2) substitute teachers selected for training for each OST Testing site.
- 9) The projected OST Testing site shall be **John F. Kennedy**. In the event that the air conditioning is not functional at this projected site at any given time, the District will provide fans for each room as needed.
- 10) The CTU will be supplied with the list of all bargaining unit members who apply for an OST position, a list of all bargaining unit members awarded OST Program positions, and the bi-weekly payroll for all bargaining unit members employed for the OST Program.
- 11) A commitment of an OST Program assignment by the Talent Office will guarantee a bargaining unit member an appointment for the duration of the OST, unless notified otherwise, no later than **4:00 pm on June 11, 2021**. 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, 2021**. If there are any conflicting provisions with the current CBA, this Memorandum of Understanding shall take precedence over the CBA.

SIGNED AND AGREED TO BY:


FOR THE UNION:



Shari Obrenski  
President  
Cleveland Teachers Union

5/7/21  
Date

FOR THE DISTRICT:



Eric S. Gordon  
Chief Executive Officer  
Cleveland Metropolitan School District

5/7/2021  
Date