

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CLEVELAND METROPOLITAN SCHOOL DISTRICT AND
THE CLEVELAND TEACHERS UNION, AFT LOCAL 279, AFL-CIO**

RE: COVID -19 NON-INSTRUCTIONAL DUTIES

This Memorandum of Understanding (MOU) between the Cleveland Metropolitan School District (District) and the Cleveland Teachers Union, AFT Local 279, AFL-CIO (CTU) memorializes the District and CTU's shared commitment to continue the current collaborative working relationship to provide quality support to district staff and district students.

The District recognizes that all provisions in all Collective Bargaining Agreement (CBA) between the District and the CTU and future CBAs as ratified, as well as other binding agreements on the CTU and the District in the form of Memoranda of Understanding (hereinafter collectively "CBA"), shall remain in full force and effect.

Whereas both parties recognize that due to CDC recommendations to maintain three feet social distance, other spaces outside of the cafeteria, including classrooms, media centers, and other areas may be needed by some school sites and designated to support breakfast and lunch periods when all other options to utilize the cafeteria have been implemented; and

Whereas CMSD and CTU have agreed to support a schedule that will need staff to supervise and support students during breakfast and/or lunch; and

Whereas modification of this are governed by the provisions of Article 11 and Article 24, of the CBA; and

Therefore, the District and the CTU agree to the following terms and conditions regarding modifications to provide additional supports for students during breakfast and lunch during the 2021-2022 school year after **all other remedies have been exhausted**.

1. Teachers and RSPs will have the opportunity to volunteer for a scheduled 30-minute duty before first period instruction. Teachers have first opportunity to monitor their classroom during breakfast, if needed. If there are more volunteers than available slots, selection will be based on service date.
 - i. A schedule will be created to reflect the location and responsibilities for the Breakfast Monitor
 - (1) Monitoring breakfast in designated location (including where student should sit)
 - (2) Ensure that the student(s) dispose of their breakfast waste in the designated receptacle provide by the custodial team.
 - (3) Ensure that the surface areas used during the breakfast period are wiped down after each meal.
 - ii. Payment will be calculated based on article 11 section 9(c)
 - (1) The teacher shall receive compensation at the instructor in-service rate (based on ½ of the instructor in-service rate)
 - (2) Teacher will submit time via Workday "Time Tracking" application
2. CTU members will have the opportunity to volunteer for a scheduled lunch assignment during their non-assigned time. Teachers have first opportunity to monitor their classroom during lunch, if needed. If there are more volunteers than available slots, selection will be based on service date.
 - i. A schedule must be created to reflect the lunch assignment and location of the coverage, submitted to network leader and;
 - ii. Responsibilities for this assignment include
 - (1) Monitoring lunch in designated location (including where student should sit)

- (2) Ensure that the student(s) dispose of their lunch waste in the designated receptacle provide by the custodial team.
- (3) Ensure that the surface areas used during the lunch period are wiped down after each meal.

iii. Payment calculations

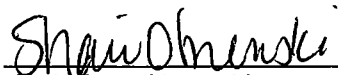
- (1) Paraprofessional will be compensated at a rate of \$26.85 per assignment/duty lasting up to forty (40) minutes and submit time via Workday "Time Tracking" application.
- (2) Teachers will be compensated at the special substitute rate listed in Appendix A of the CBA for each coverage, or the non-instructional class coverage rate of 1/12 of their salary, whichever is highest.

3. This MOU is non-precedent setting.

4. This MOU expires June 30, 2022.

SIGNED AND AGREED TO BY:

FOR THE UNION:

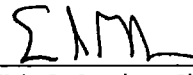


Shari Obrenski, President
Cleveland Teachers Union

8.20.21

Date

FOR THE DISTRICT:



Eric S. Gordon, Chief Executive Officer
Cleveland Metropolitan School District

August 20, 2021

Date

Digitally signed by Eric S. Gordon
DN: cn=Eric S. Gordon, o=Cleveland Metropolitan
School District, ou=Chief Executive Officer,
email=eric.gordon@clevelandmetroschools.org, c=US
Date: 2021.08.20 13:29:15 -0400