Memorandum of Understanding between the Cleveland Metropolitan School District and the Cleveland Teachers Union, AFT Local 279, AFL-CIO

RE: Intervention Specialist on Assignment—Jon Peterson (JPSN) and Autism Scholarships (ASP)

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 thus enhancing the shared responsibility to provide quality educational services for all District students.

The District recognizes that all provisions in the current 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 the District is legally obligated to create and update Individualized Education Plans (IEPs) for students who receive the John Peterson and Autism Scholarships each school year; and

Whereas Intervention Specialists, who are CTU bargaining unit members, hold the primary responsibility for creating and updating IEPs;

Therefore, the District and the CTU agree to the following terms and conditions regarding Intervention Specialists on Assignment--JPSN and ASP (ISOA):

- 1. Current ISOA assigned to JSPN and ASP will continue this work for the 20-21 and 21-22 school year.
- 2. If there is an opening for this position during the 21-22 school year:
 - a. Qualified candidates will have served as an Intervention Specialist in the previous two school years, a TDES rating of Skilled or Accomplished on the observation portion of his/her most recent evaluation, and at least five (5) years of experience as an Intervention Specialist in the District;
 - b. Qualified candidates will be interviewed and selected by a District Personnel Selection Committee as outlined in Article 12, Section 1(A) (2);
- 3. ISOAs will follow a 420-minute day and be compensated according to the salary schedule outlined in Appendix A of the CBA;
- 4. The supervisor for the ISOAs will be the Director of Special Education Compliance and/or the Director of Special Education Instructional Services and primary worksite will be 1111 Superior.
- 5. ISOAs will be responsible for up to one hundred and fifty (150) IEPs each school year, and will be compensated \$150 for each completed IEP over 150;
- 6. ISOAs will monitor Important Dates reports for scholarship students to ensure IEPs are completed on an annual basis;
- 7. ISOAs will schedule IEP meetings with parents of students accessing JPSN or ASP and complete all relevant paperwork (parent invitations, attempts to obtain parent participation, etc.);

- 8. ISOAs will draft IEPs for students accessing JPSN or ASP that meet all of the requirements for quality and compliance of both CMSD and the ODE, using information from ETRs and service providers, including progress reports
- 9. ISOAs will lead IEP team meetings, ensuring the full team is present, with the support of the Director of Special Education Compliance and/or the Director of Special Education Instructional Services;
- 10. ISOAs will finalize IEPs and ensure submission of IEPs to the ODE scholarship portal;
- 11. ISOAs will participate in ETR meetings for JPSN or ASP students, if needed and appropriately invited;
- 12. ISOAs will not provide services to students nor complete progress reports for students;
- 13. This MOU expires June 30, 2022 but may be revised or extended as mutually agreed upon by the parties. Within 90 days of the expiration of this MOU, the District and CTU shall review the outcomes and determine the annual renewal.

SIGNED AND AGREED TO BY:

FOR THE UNION:

Shari Obrenski, President Cleveland Teachers Union

Date

FOR THE DISTRICT:

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

August 6, 2021

Date