

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE CLEVELAND METROPOLITAN SCHOOL DISTRICT AND THE CLEVELAND TEACHERS UNION**  
**SPECIAL EDUCATION DEPARTMENT JULY 2021 ASSESSMENT CLINIC**

**2021 Related Services ESY and Compensatory Education/Related Services ETR Testing of Specific Students/School Psychologist Testing (Early Entrance to Kindergarten/Gifted Summer Assessment/Legal/Non-Public)/Preschool Referrals/IEP Preparation and Write Up**

This Memorandum of Understanding (MOU) between the Cleveland Metropolitan School District (District) and the Cleveland Teachers Union, AFT Local279, AFL-CIO (CTU) memorializes the District's and the CTU's shared commitment to provide quality educational opportunities for all District students.

The District recognizes that all provisions in the current Collective Bargaining Agreement 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.

The District and the CTU agree to the following work requirements for Summer Services for the following areas: (1) School Psychologist and RSP ETR Testing (School Age/Nonpublic/Legal Cases); (2) Preschool Referrals for Evaluation; (3) Early Entrance to Kindergarten Assessments; (4) IEP Preparation and Write Up. Qualified bargaining unit members, as defined in General Provisions, may apply for the position postings.

The parties agree that, notwithstanding the deadlines contained in Article 28, Section 3(B) of the Collective Bargaining Agreement ("CBA"), all applications for the 2021 July Assessment Clinic will be available on the WorkDay site, no later than July 6, 2021. Applications must be completed and submitted via WorkDay to The Talent Office by July 7, 2021 by 5:00pm.

Evidence of submission will be provided to the applicant. Bargaining unit members may submit more than one 2021 Summer School application but will have those applications considered in the order in which they are submitted via WorkDay. The parties expressly acknowledge that the development of job postings and job applications does not guarantee that such positions will be available. Job postings will include the applicable information contained in the Memorandum of Understanding.

No later than July 8, 2021, each bargaining unit member shall be notified by District e-mail if he or she has a 2021 Summer Assessment Clinic assignment. Each bargaining unit member who fails to accept this assignment by District e-mail by 5:00 pm on July 9, 2021, will forfeit his or her right to a 2021 Summer Assessment Clinic assignment.

Positions will be awarded by seniority. Positions will be paid the daily rate. The Bargaining Unit Member will be expected to complete the accepted work as outlined in the MOU. The CTU will be provided a list of all bargaining unit members who apply for the positions, a list of all bargaining unit members awarded one of the positions, and a weekly payroll for all bargaining unit members employed.

School Psychologists, Intervention Specialists (ISs) (including Teacher of the Visually Impaired if needed), Speech Language Pathologists (SLPs), Occupational Therapists (OTs), Physical Therapists (PTs), Nurses, Bilingual Instructional Aides:

- Session 1: July 12-16, 2021
- Session 2: July 19-23, 2021
- Session 3: July 26-30, 2021

School psychologists and related service providers will complete and submit all assigned assessments and evaluations (completed ETRs) on Friday at 3:10 of each session in which they are working without exception. Intervention specialists will complete IEPs and conduct meetings by Friday at 3:10 of the session in which they are working.

**A. Related Services Staff ETR Testing of Specific Students:**

**Related Services Staff Defined as: OT, PT, and SLP**

- 1) The number and type of Related Services staff (OT, PT, SLP) needed will be determined by the number of cases that

the District has received that require assessment by these specific professionals as defined by the evaluation planning form. Related service providers will complete and submit all assigned assessments and evaluations (completed ETR's) on Friday at 3:10 of each session in which they are working without exception.

- 2) For each session, SLPs assigned to the Summer Assessment Clinic must complete no more than four cases per session. Cases will be assigned one by one in order of seniority.
- 3) For each session, OT/PTs assigned to the Summer Assessment Clinic must complete no more than four cases per session. Cases will be assigned one by one in order of seniority.

#### **B. School Psychologists:**

- 1) School psychologists will provide testing and other assessments for each student requiring an evaluation as determined by onsite administrators.
- 2) The number of school psychologists to be hired will be determined based upon the number of students requiring assessment and types of assessments needed per the onsite administrators.
- 3) School psychologists assigned to the July Assessment Clinic will complete either:
  - o two school-aged cases, plus either one preschool referral or one Early Entrance to Kindergarten assessments, during a five-day session. School psychologists will act as Case Manager for the ETR meetings for the cases that they complete. OR
  - o two preschool referrals per day or two Early Entrance to Kindergarten assessments per day of the session. A school psychologist who is not assigned to complete a school-age ETR will complete no more than 10 total preschool referrals + Early Entrance assessments.
- 4) Work as noted in #3 will be assigned in order of seniority.
- 5) School psychologists will complete and submit all required assessment and reports by 3:10pm on the final Friday for any students assessed that session.

#### **C. Nurses:**

- 1) The Nurse will assess children for vision impairment as warranted as part of the school-aged evaluation process. The nurse will review medical records, interview the parent/guardian and provide data for the evaluation and to the IEP if student has identified medical needs.
- 2) The number of Nurses needed will be determined by the number of students scheduled for assessment during the week. The Nurse caseload will be limited to no more than eight students scheduled per nurse per day.
- 3) Cases will be assigned one by one in order of seniority.

#### **D. Intervention Specialists:**

- 1) The Intervention Specialist will provide preparation and write-up of student IEPs and conduct parent meetings regarding the IEPs.
- 2) The preparation, write-up and parent meetings will occur remotely.
- 3) The number of Intervention Specialists needed will be determined by the number of cases that the district has received that require IEPs by these specific professionals. Intervention Specialists will complete no more than five IEPs for each one-week session.
- 4) Cases will be assigned one by one in order of seniority.
- 5) The Intervention Specialist will also participate in ETR eligibility meetings for school-aged cases as a required member of the eligibility team.
- 6) Teachers of the Visually Impaired (VI Intervention Specialists) will conduct assessments within their scope of expertise for up to two school-aged cases per session. If there are no assessments within this scope to be completed, a VI Intervention Specialist will not be required.

#### **E. Bilingual Instructional Aides:**

- 1) The Bilingual Instructional Aide will provide oral interpretation for testing, ETR meetings, and IEP meetings as needed to accommodate multilingual students and their families.
- 2) All oral interpretation will be completed at East Professional Center.
- 3) The number of Bilingual Instructional Aides and the languages needed will be determined by the number of cases that the District has received that require assessment and oral interpretation in a language other than English.

- 4) In the event that a Bilingual Instructional Aide is needed for 3 or fewer cases, the Bilingual Instructional Aide will work two days (one testing day and one meeting day) and be paid the hourly rate.

**F. General Provisions:**

- 1) Qualified bargaining unit members may apply to position postings.
- 2) All Bargaining Unit Members will complete and submit their ETRs and IEPs by 3:10pm on Friday of each session for any students assessed during that session.
- 3) Positions and initial assignments will be awarded by seniority and will be paid the daily rate. If additional bargaining unit members are needed to complete the necessary work, positions will be awarded by seniority and will be paid the daily rate. If additional bargaining unit members are needed after initial assignments are offered and accepted, the additional members will be assigned to the work that is available.
- 4) Payroll will be completed in accordance with the procedures outlined in Article 31 of the Collective Bargaining Agreement, with the Bargaining Unit Member ensuring that the correct job code is selected for summer work and submitted by 3:10 each Friday.
- 5) The scheduled work day is 8:30am to 3:10pm, with a 40-minute uninterrupted lunch break to be taken between 11:00am and 1:00pm. All assessments, meetings, and therapy minutes will be completed within this scheduled work day.
- 6) All work, including assessments, will occur remotely, at the East Professional Center, or at a Summer Learning Experience site on a case-by-case basis.
- 7) CTU bargaining unit members working the Summer Assessment Clinic are required to complete evaluations and ODE compliance-related work assigned to them by the onsite administrators.
- 8) If there is no summer assessment work to be performed by the CTU bargaining unit members, i.e., cancellations or no shows, the Bargaining Unit Member will report to the Administrator on-site to be assigned additional departmental work.
- 9) Bilingual School Psychologists and bilingual SLPs with knowledge of and experience with special education and IDEA regulations will work, as needed, when the District requires bilingual assessment. The bilingual Psychologists and SLPs will be assigned in order of seniority within the area of specialized skill required for bilingual testing similar to the provisions above.
- 10) Professional leave will not be granted during the 2021 July Assessment Clinic. This includes workshops, conventions and conferences. During the 2021 Summer Assessment Clinic, Bargaining Unit Members are permitted one day of sick leave absence under the provisions specified in Article 21, Section 1 (I) of the CBA (personal illness, pregnancy, injury, exposure to contagious diseases, or illness, injury, or death in the employee's immediate family). Any Bargaining Unit Member who is absent on the second (2nd) day shall be deemed to have forfeited his/her summer assessment clinic position unless medical verification is provided as documentation from their physician.
- 11) Assessment team members will complete and enter ETR and IEP data into the IEPPlus system and complete applicable Medicaid documentation for each case.
- 12) Procedural questions will be referred to the onsite administrators for resolution.
- 13) This Memorandum of Understanding expires on August 13, 2021. If there are any conflicting provisions with the current Collective Bargaining Agreement, this Memorandum of Understanding shall take precedence over the Collective Bargaining Agreement.

SIGNED AND AGREED TO BY:

FOR THE UNION: FOR



Shari Obrenski  
President

THE DISTRICT:



Digitally signed by Eric S. Gordon  
DN: cn=Eric S. Gordon, ou=Cleveland  
Metropolitan School District, ou=Chief  
Executive Officer,  
email=eric.gordon@clevelandmetroschools.  
org, c=US  
Date: 2021.07.02 16:29:55 -0400

Eric S. Gordon  
Chief Executive Officer

Cleveland Teachers Union

7.2.2021

Date

Cleveland Metropolitan School District

July 2, 2021

Date