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

RE: Residential School Sites

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 Residential School Site (Residential) program provides residential treatment for youth ages 9 to 18 who have a variety of severe mental health needs or have demonstrated self-injurious, risk-taking, and aggressive behaviors; and

Whereas, the District, through a multidisciplinary approach, supports external educational services to work with clients (students) to address each individuals complex needs — building upon his or her strengths towards recovery;

Therefore, the District and CTU have collaborated to design an educational model that supports students (both district and non-district) who are actively participating in a residential treatment program;

Therefore, the District and CTU agree to the following terms and conditions regarding the educational programing and staffing of CAS program for School Years 2022-2023 and 2023-2024;

- Instructional Day- Teachers will work Monday through Friday and follow an instructional work schedule not
 to exceed 400 minutes per day, which includes 10 minutes of unassigned time before start of instructional
 day, a 40-minute uninterrupted lunch, one 50 minute planning period and assigned teaching time not to
 exceed 300 minutes per day;
 - a. Site will work with District staff to provide a calendar for the upcoming school year by August 1; and
 - b. Teacher will work with the Site Administrator to create their case management/teaching scheduling at the beginning of the school year that follows the guidance of *c.* through *e.* below;
 - c. Teacher class size shall be no more than fifteen (15) students per class and;
 - d. Staff are responsible for entering and reporting all student data into the designated systems capture attendance, performance, grades, etc.;
 - e. Site Administrator will facilitate a 50-minute weekly administrator designed professional time in lieu of the traditional 100 minutes weekly administrator designed professional time.
- 2. On-Line Learning Platform-The teacher(s) and students will utilize a personalized on-learning platform designed to support grades K-12 individualized learning plans to meet graduation requirements in a nontraditional classroom setting;

- 3. Each teacher and students will also have access to a variety of on-line resources (such as Achieve 3000 IXL, Imagine Math, Study Island, etc.) to support engagement and customization of each student to identify academic needs, areas of interests, and personal barriers and strive to eliminate them;
- 4. Staffing- staff assignment in the facility may change after October 1st due to the nature of student intake and exit from the program once treatment has been met and;
 - a. Additional support may be required based on the individualized learning plan of each student; and
 - b. Teachers will have the ability to adjust their schedules based on the therapeutic support needs of the students on their caseload/roster with the site supervisor as needed;
 - c. An intervention specialist will be assigned for every 12 students on IEPs at each facility, to provide individual intervention services per the student's IEP.
- 5. Site staff assigned to a Residential site will follow the rules and regulations of the facility for all safety, site-specific, health, and operational protocols.
 - a. If a calamity day is called at the site it will be handled as a public school closing for staff assigned to a Residential;
 - b. If site closures exceeds days required for an academic year the district will provide a location for the Residential staff to make up the days/hours needed;
 - c. All staff will have access to a designated area to house supplies and materials to utilize throughout the school year;
 - d. Each year the staff and District administrator will review the order and supply materials and resources for the upcoming school year;

This MOU expires June 30, 2024. The parties will meet within 60 days of expiration to determine the future of this program.

SIGNED AND AGREED TO BY:

FOR THE UNION:

Shari Obrenski, President

Cleveland Teachers Union

FOR THE DISTRICT:

Eric S. Gordon, Chief Executive Officer

Cleveland Metropolitan School District