

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE CLEVELAND METROPOLITAN SCHOOL DISTRICT AND THE CLEVELAND TEACHERS UNION**  
**FOR THE 2022 SUMMER OHIO STATE TEST (OST) HIGH SCHOOLS**

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 2022 Summer Ohio State Test. ("OST"). The parties agree to meet and to negotiate terms and conditions of employment for all other 2022 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 2022 Summer OST will be available on the WorkDay site, no later than **March 25, 2022**. Applications must be completed and submitted via WorkDay to Talent by **April 2, 2022, by 5:00 p.m.**

No later than **April 21, 2022**, 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 **April 28, 2022** will forfeit his or her right to an OST assignment.

- 1) The OST program will be for students currently enrolled in grade 12 cohorts 2022, 2023, 2024 and prior in need of an OST End of Course assessment to meet State assessment requirements.
- 2) The OST program will begin **Tuesday, June 28, 2022**, and will end **Thursday, June 30, 2022**. All bargaining unit members including Paraprofessionals awarded a position are required to confirm that they are available all three summer testing days and must report on **Tuesday, June 21, 2022** to a Zoom meeting from 10:00 a.m. - 12:00 p.m. to attend the mandatory two (2) hour Test Security and OST Logistics training. The meeting link is: <https://bit.ly/sqgttest>
- 3) Bargaining unit members who fail to participate in the mandatory session will be deemed to have declined an OST position. Additionally, all members awarded a position must have a current OST Test Administrator Online Certificate for the 2021-2022 school year, or, must complete the Online Test Administrator Certification course by Friday, April 22, 2022 by 5:00 p.m.
- 4) There will be two Proctor Teams used each day; the AM Proctor Team and the PM Proctor Team. Each Proctor Team will consist of three [3] bargaining unit members. The OST testing day will consist of 240 minutes for the AM Proctor Team and 240 minutes for the PM Proctor Team. OST proctoring will consist of 210 minutes for AM and 210 minutes for PM. **OST TESTING DAILY SCHEDULE (TUESDAY – THURSDAY) for John F. Kennedy and Max Hayes High Schools:**

**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 (scrap paper/testing tickets)
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 (scrap paper/testing tickets)
4:00 p.m.	PM Proctor Team departs

- 5) The following provisions in the CBA will be waived: Article 9, Section 4 [no more than three preparations]

- 6) All bargaining unit members will be paid four-hours of daily rate for each day of the 2022 OST testing window, **June 28– June 30, 2022**, for a total of three (3) testing days and one (1) professional development session paid at two-hours of their daily rate on June 28, 2022. Bargaining Unit members that are selected for any summer position but that currently hold a position in which their contract and/or associated work calendar conflicts with summer program dates, will not be paid additional monies for the professional development time, as they will still be under their 2022-2023 contract. The District will pay for substitute coverage for the classes of teachers still under their 2021-22 contract during the professional development time outlined in #2 above. 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.
- 7) 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 participated in the online training prior to **April 2, 2022** are eligible to apply. Bargaining unit members may submit more than one 2022 Summer Program 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 this Memorandum of Understanding.
- 8) Bargaining unit members will be awarded positions for the 2022 OST Program by seniority and certification.
- 9) A teacher who applies for a position in the 2022 OST Program must hold a valid teaching certification or licensure.
- 10) The projected OST Testing sites shall be: **John F. Kennedy High School and Max Hayes High School** 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.
- 11) 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.
- 12) 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 p.m. on **June 11, 2022**. However, a change in school or assignment may occur after that time if necessary.
- 13) All provisions of the CBA shall be in full force and effect except those mutually agreed to be modified.
- 14) This Memorandum of Understanding expires **August 1, 2022**. 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



Date

FOR THE DISTRICT:

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Eric S. Gordon  
Chief Executive Officer  
Cleveland Metropolitan School District



Date