

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

**RE: Contracted Services of Health Care Professionals 2022-23 School Year**

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 CMSD and CTU have agreed to support a school model that includes Nursing services being supported by Health Professionals in every school; and

Whereas every school site will now be staffed with a school nurse (SN) or licensed practical nurse (LPN) and the district is working to fill vacancies during this period contracted health care providers will be secured to ensure every school site as support as referenced in Article 22, Section 1, of the CBA; and

Therefore, the District and the CTU agree to the following terms and conditions regarding the contracting of Health Professionals through a reputable agency to support school sites for the 2022-2023 school year as follows:

1. The District and CTU agree to support the contracting of up to twenty-five (25) Health Professionals for the summer 2022 and fall 2022 to staff SLE and school site openings.
2. The primary responsibilities and duties of contracted Health Professionals will be as follows:
  - a. Prepare and respond to health concerns on a daily basis
  - b. Communicate orally and in writing with pupils and their families when necessary as part of the Clinic room protocols
  - c. Notify parents/caregivers if students become ill or are injured during school day
3. The hiring of Health Professional will not affect the hiring of nurses. Health Professional will not replace nurses at district schools this year and in subsequent years unless otherwise negotiated by CMSD and CTU.
4. The District is responsible with School Based leadership to supervise the contracted Health Care Professionals assigned to a district school site.

5. If there is not a CTU member assigned as a health professional at year-round or extended year schools to work beyond June 5, 2023, the CTU RN assigned to those schools will be offered the opportunity to continue in that position for the remainder of the year-round or extended year calendar. If the RN assigned does not accept the position it will be offered to RNs based on seniority.
6. If a contracted health provider performs a duty that is normally completed by a school nurse, no CMSD nurse will be responsible or liable for any work completed by the contracted health providers.
7. This MOU expires June 30, 2023.

SIGNED AND AGREED TO BY:

SIGNED AND AGREED TO BY:

FOR THE UNION:

\_\_\_\_\_/Date\_\_\_\_\_

Shari Obrenski, President  
Cleveland Teachers Union

FOR THE DISTRICT:

\_\_\_\_\_/Date 11/4/2022

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