

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CLEVELAND METROPOLITAN SCHOOL DISTRICT AND THE CLEVELAND
TEACHERS UNION FOR THE 2023 EXTENDED SCHOOL YEAR PROGRAM

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 2023 Extended School Year Program ("ESY"). The parties agree to meet and to negotiate terms and conditions of employment for all other 2023 District sponsored Summer Learning Experience programs.

Whereas CTU and the District have made the commitment to provide extended school year services based on Individual Education Plan team decision. Program elements will assist students who would otherwise regress or who have the inability to retain content over extended breaks from schooling in maintaining skills. Programming will focus on continued application of state standards through instruction utilizing the Ohio Learning Standards.

The parties agree that, notwithstanding the deadlines contained in Article 28, Section 3(B) of the Collective Bargaining Agreement ("CBA"), all applications for the 2023 ESY will be available on the WorkDay site, no later than **March 3, 2023**... Applications must be complete and submitted via WorkDay to the Talent Office by **March 24, 2023** by 5:00 pm.

Evidence of submission will be provided to the applicant. Applicants need only to apply to one position. 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 **April 6, 2023**, the first round of bargaining unit members shall be notified by District e-mail if he or she has a **2023 ESY** assignment. If there are jobs rejected, offers will be sent to bargaining unit members until all positions are filled. Each bargaining unit member has **24 hours** to accept the assignment (not including weekends). Each bargaining unit member who fails to accept this assignment by District e-mail within 24 hours of notification will forfeit his or her right to a **2023 ESY** assignment.

The 2023 ESY program will include the following provisions:

- 1) The 2023 ESY student programming will begin on **Tuesday, June 20, 2023**, and will end **Thursday, July 20, 2023** for all grade levels (21 student days).
 - a) All teachers must participate in three days of mandatory PD paid at the full day daily rate. PD training will start at 8:30 am and end at 3:00 pm beginning **Tuesday, June 13, 2023** through **Thursday, June 15, 2023**.
 - b) All **teachers currently teaching in extended year/year-round schools** must participate in three days of mandatory PD paid at the full day daily rate on Saturdays. PD training will start at 8:30 am and end at 3:00 p.m. Saturday training dates are **May 20, June 3, and June 10, 2023**.
 - c) All paraprofessionals must participate in one day of mandatory PD paid at the full day daily rate. PD training will begin at 8:30 a.m. and end at 3:00 p.m. on **Thursday June 15, 2023** for traditional and **Saturday, June 10, 2023** for paraprofessionals working in extended year/year-round schools.
 - d) Bargaining unit members who fail to participate in the mandatory sessions will be deemed to have declined a **2023 SLE position**.
 - e) All **staff** are required to report to their assigned buildings on **Friday, June 16, 2023** from 8:00 am to 2:30 pm in order to prepare for students and attend a 30-minute staff meeting. *The District will pay bargaining unit members a full day of daily rate for site readiness.*
 - f) Friday, July 22, 2023 will be a room breakdown and record-keeping day for **all staff**. Staff will be paid for this work day as noted in (g) below.

- g) The ESY session for teachers, nurses, RSP, and sign language interpreters will be 330 minutes per day (instruction time 180 minutes). *The District will pay teachers and related services providers 5.5 hours of their daily rate per day. The district will pay paraprofessionals, sign language interpreters, and school nurses 5 hours of their daily rate.*

ESY Daily Schedule (Monday through Friday):

8:00 am	Professional arrival
8:00 am	Teacher arrival/Transitional Support/Team Huddle
8:10 - 8:25 am	Student arrival/Breakfast supervised by paraprofessionals
8:30 - 11:30 am	Student/Teacher/RSP service provision time
11:30 – 12:30 pm	Lunch/Recess, supervised by Paras, Teachers, RSP, SLI, Nurses, and Administrators
12:30 pm	Student dismissal
12:35 - 1:00 pm	Teacher, RSP, Nurse, SLI, and Paraprofessional Room Readiness Time (including weekly team meeting)
1:00 pm	Paraprofessional, School Nurse, and Sign Language Interpreter departure
1:00 – 1:30 pm	Teacher/RSP Planning Time
1:30 pm	Teacher/RSP departure

- 2) The following provisions in the CBA waived; Article 9, Section 4(F) [Teacher Day]; and Article 9, Section 3 [lunch periods].
- 3) All bargaining unit members paid their hourly rate for each hour worked of the 2023 ESY. June 19, 2023 and July 3-4, 2023 will be paid holidays based on the hourly rate of each type of 2023 ESY position. **All bargaining unit members are required to enter and submit their time weekly via Workday, no exceptions.**
- 4) The District and the CTU will jointly develop a job posting and job application for all of the following 2023 ESY bargaining unit member positions; (1)Intervention Specialist, , (2)Sign Language Interpreter, (3)Instructional Assistant, (4) Bilingual Instructional Aide, (5)School Nurse, (6) Related Services Provider, and (7) Substitutes.
- 5) Bargaining unit members should apply through Workday. The parties expressly acknowledge that the development of a job posting and job application does not guarantee that such positions will be available. Job postings will include the applicable information contained in this Memorandum of Understanding. All assignments made based on seniority excepted as noted in **#7 below "Placement of Staff"**.
- 6) Placement of Staff-
- a) Placement for all Intervention Specialist, Sign Language Interpreters, and RSP positions based on seniority. Priority given to Intervention Specialists currently teaching within the Low Incidence or Medically Fragile models. When possible, these teachers will be assigned to the same grade band that they are currently teaching.
 - a) If not enough Intervention Specialists are available who are currently teaching in Low Incidence or Medically Fragile models, then Licensed Intervention Specialists will be placed next, then general substitutes.
 - b) Bilingual Instructional Aide assignments based on language/communication need determined by the District.
 - i) Placement for ESY Paraprofessionals (Educational Aides, PCIA, CCCC, and Bilingual Instructional Aide outside of the targeted languages) can be considered for available positions as an instructional assistant once all existing instructional assistants are placed. Instructional assistants will work a 5.0-hour day from 8:00 am to 1:00 pm and will fulfill the duties of a special education paraprofessional. They will be paid their hourly wage for all hours worked. Instructional Assistants participating in the Extended School Year Program (ESY) will have one day of professional development on **Thursday, June 15, 2023**, plus one hour of designated PD on the room readiness day. Placement done in seniority order.
 - ii) Substitute Paraprofessionals considered last.

- c) All applicants offered the opportunity to substitute in order of seniority if not selected for a summer position.
- 7) **Projected PreK-12 2023 ESY site is Sunbeam School (K-12).** If Sunbeam is at capacity due to high enrollment, ESY classrooms at a Summer Learning Experience (SLE) site may be opened at the discretion of the District.
- 8) CTU will receive a list of all bargaining unit members who apply for a 2023 ESY position, a list of all bargaining unit members awarded a position, and a list of all bargaining unit members employed for the 2023 ESY. Employees compensated via the normal payroll cycles for work completed during 2023 ESY.
- 9) Professional Leave not granted during the 2023 ESY. This includes workshops, conventions, and conferences. **No exceptions to this requirement.** 2023 ESY bargaining unit members permitted one absence. Any bargaining unit member who is absent on the second (2nd) day shall be deemed to have forfeited his/her ESY position unless medical verification is provided as documentation from a physician upon request of the 2023 ESY Site or District Supervisor. Bargaining unit members are charged sick time for any absence unless member indicates the day should be without pay in Workday.
- 10) Intervention Specialists and Related Service Providers expected to complete progress reports for the students on their caseload, based on students' identified ESY goal areas. These progress reports will be completed in the District's IEP management system and will be ready for distribution by 1:30 pm on **Friday, July 22, 2023.**
- 11) **ESY** class size overages calculated using the updated program roster on the 8th engagement day of the 2023 ESY. Bargaining unit members shall be paid based on class size limits in Article 10, Section 3. The Low Incidence model will be followed with regard to class sizes, age ranges, paraprofessional staffing, and overages. The summer site leader will be responsible for assigning students to caseloads. Bargaining unit members compensated for class overages on the last pay of the 2023 ESY program if documentation is submitted by the 10th engagement day.
- 12) Special Substitute rates will follow hourly pay as outlined in Appendix A.
- 13) A commitment of a **2023 ESY** assignment by the Talent office will guarantee a bargaining unit member an appointment for the duration of the applicable session, unless notified otherwise, no later than 4:00 p.m. **Thursday, June 29, 2023.** However, if there is a need to open additional ESY classrooms either at the designated site or at a Summer Learning Experience (SLE) site, a change in assignment or work site may occur after that time if necessary. Bargaining unit members who are required to relocate assignments will be provided one day to both pack and move worksites.
- 14) All provisions of the CBA shall be in full force and effect except those mutually agreed to be modified.
- 15) This Memorandum of Understanding expires **September 1, 2023.** 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:



Shari Obrenski, President
Cleveland Teachers Union

3.3.23

(Date)

FOR THE DISTRICT:



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

March 3, 2023

(Date)

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: 2023.03.03 08:46:35 -0500