

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CLEVELAND METROPOLITAN SCHOOL DISTRICT AND THE CLEVELAND
TEACHERS UNION FOR THE 2023 SUMMER LEARNING EXPERIENCE

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 Summer Learning Experience ("SLE"). 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 a commitment to extend learning for students PreK-12 by ensuring all students have equity of access and the opportunity to participate regardless of location in an enriched summer program. Program elements will challenge participants to be creators of knowledge, not just consumers of knowledge, that students receive personalized support to finish and accelerate learning aligned to academic needs focused on key standards per grade level in core subjects, and provide creative and risk-taking explorations of academic content with authentic demonstrations of learning all parts of the SLE.

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 SLE 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 p.m.

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 member shall be notified by District e-mail if he or she has a 2023 SLE assignment. If there are jobs rejected, offers will continue to 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 SLE assignment.

- 1) The 2023 SLE student programming will begin on
 - a) **Tuesday, June 20, 2023**, and will end **Friday, July 21, 2023** for all AM/PM SLE PreK-8 sites; and
 - b) **Monday, June 26, 2023** and will end **Friday, July 21, 2023** for AM/PM SLE all High School sites.
- 2) **The 2023 SLE will consist of two (2) sessions per day, AM SLE and PM SLE**
 - a) **AM SLE session:**
 - (1) All **teachers except for extended year/year-round** must participate in three days 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. beginning **Tuesday, June 13, 2023** through **Thursday, June 15, 2023**.
 - (2) All **teachers who are extended year/year-round** must participate in three days of mandatory PD paid at the full day daily rate on Saturdays. PD training will begin at 8:30 a.m. and end at 3:00 p.m. Saturday training dates are **May 20, June 3 and June 10, 2023**.
 - (3) 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 **extended year/year-round**.
 - (4) Bargaining unit members who fail to participate in these mandatory sessions will be deemed to have declined a 2023 SLE position.
 - (5) All **staff** are required to report to their assigned buildings on the **Friday, June 16, 2023** from 8:00 a.m. to

2:30 p.m. 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. Staff participating in an afternoon session should transition to their PM assignment at 12:00.*

- (6) All staff are required to participate in room breakdown and cleaning for an additional 60 minutes on the last day, **July 21, 2023**, of SLE immediately after their typical departure time (12:00 or 1:00 depending on their position) in the AM SLE session. Bargaining unit members will be paid for the 60 minutes based on their daily hourly rate.
- (7) The AM SLE session for teachers, nurses, RSP, SLI will be 240 minutes per day (instruction time 180 minutes) *The District will pay teachers, RSP, nurses, SLI 4.0 hours of their daily rate based on AM SLE assignment. The AM SLE session for Paraprofessionals will be 300 minutes. The district will pay paraprofessionals 5 hours of their daily rate based on AM SLE assignment.*

AM SLE Daily Schedule (Monday through Friday):

8:00 a.m.	AM and Full Day Paraprofessional arrival
8:00 a.m.	Teacher arrival/Transitional Support/Team Huddle
8:10-8:25 a.m.	Student arrival/Breakfast supervised by paraprofessionals
8:30-11:30 p.m.	Student/Teacher instructional time
11:30-12:30 p.m.	Lunch/Recess, supervised by Paras/Administrators
11:30-12:00 p.m.	Teacher Room Readiness Time (including a weekly team meeting)
12:00 p.m.	Teacher departure
12:30 p.m.	Student dismissal or Transition to Student Engagement
1:00 p.m.	AM Paraprofessional departure

b) PM SLE session:

- (1) All **staff** are required to report to their assigned buildings on **Friday, June 16, 2023** for site readiness and orientation from 12:00 p.m. to 2:30 p.m. to prepare for students and attend an orientation meeting with site leadership. *The District will pay bargaining unit members 2.5 hours of their daily rate for site readiness.*
- (2) All staff are required to participate in room breakdown and cleaning for an additional 60 minutes on the last day, **July 21, 2023**, of SLE immediately after students depart from the PM SLE session. Payment for this extra 60 minutes will be paid at the bargaining unit member's daily rate.
- (3) The PM SLE session for teachers, nurses, RSP, SLI will be 240 minutes per day (180 minutes student engagement). *The District will pay teachers, nurses, RSP, SLI 4.0 hours of their daily rate based on PM SLE assignment. The PM SLE session for paraprofessionals will be 300minutes. The District will pay Paraprofessionals 5 hours of their daily rate based on PM SLE assignment.*

PM SLE Daily Schedule (Monday through Friday):

11:00 a.m.	PM Paraprofessional Report
12:00-12:30 p.m.	All Other PM Staff Report (Prep)
12:30-3:30 p.m.	Student/Staff Engagement Time
3:30-4:00 p.m.	All Staff (Site Readiness, Team Meetings/Prep Time)

- c) Staff who select and participate in the AM SLE and PM SLE sessions will work an 8.0-hour day. (8:00-4:00 pm) Transition to the PM assignment will be between 11:30 a.m. and 12:30 p.m. including if travelling to a different PM site. *A schedule will be created between site supervisors to accommodate travel time as well as a 40-minute lunch.*

- 3) The following provisions in the CBA waived; Article 9, Section 4(F) [Teacher Day]; and Article 9, Section 3 [lunch periods].
- 4) All bargaining unit members paid their hourly rate for each hour worked of the 2023 SLE. June 19, 2023 and July 3-4, 2023 will be a paid holiday based on the hourly rate of each type of 2023 SLE position. **All bargaining unit members are required to enter and submit their time weekly via workday, no exceptions.**
- 5) The District and the CTU will jointly develop a job posting and job application for all of the following 2023 SLE positions. Bargaining unit member positions; (1)General Education Teacher, (2)Intervention Specialist, (3)Encore Teacher, (4)TESOL Certified Teacher, (5)Educational Aide, (6)Sign Language Interpreter, (7)Instructional Assistant, (8)ELL Aide, (9)School Nurse, (10)High School Guidance Counselor, (11) RSP, (12) PCIA, and (13) Substitutes.
- 6) 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 **#8 below "Placement of Staff"**.
- 7) A teacher who applies for a position in the 2023 SLE must be licensed/certified and currently teaching in the grade band for which applied (PreK-3* band, 4-8 band, and 9-12 band) **Teachers applying for third grade must have the TGRG credentials to teach grade 3 students.*
- 8) Placement of Staff-
 - a) Placement for all General Education, Special Education and TESOL positions based on seniority within the grade band currently teaching.
 - (1) If not enough teachers are available who are currently teaching within a grade band, then teachers certified within the grade band will be placed first, next other certified teachers, and last general substitutes.
 - (2) An exception to a seniority-based assignment is if a teacher has an approved **accelerator grant** to teach an enrichment program or engagement program.
 - b) Placement for all Encore positions is seniority within the licensure area. An exception to a seniority-based assignment is if a teacher has an approved accelerator grant to teach an enrichment program or engagement program.
 - c) Placement of all teaching staff at Natividad Pagan INA must be TESOL certified.
 - d) Placement for full day Paraprofessionals (Educational Aides, PCIA, CCCC, and ELL) can be considered on available positions as an instructional assistant once all existing instructional assistants are placed. Instructional assistants will work an 8.0-hour day from 8:00 a.m. to 4:00 p.m. They will be paid their hourly wage for all hours worked. Instructional Assistants participating in the Summer Learning Experience (SLE) will have one hour of designated PD on the room readiness day. A 30-minute lunch and two breaks will be built into the daily schedule for full day paraprofessionals by site supervisor. Everyone should attend the PD.
 - (1) Placement will be done in seniority order.
 - (2) Substitute Paraprofessionals will be considered last.
 - e) Placement for AM Paraprofessionals (Educational Aides, PCIA, CCCC, and ELL) can be considered on available positions as an instructional assistant once all existing instructional assistants are placed. Instructional assistants will work a 5-hour day from 8:00 a.m. to 1:00 p.m. They will be paid their hourly wage for all hours worked. Instructional Assistants participating in the Summer Learning Experience (SLE) will have one hour of designated PD on the room readiness day.
 - (1) Placement will be done in seniority order.
 - (2) Substitute Paraprofessionals considered last.
 - f) Placement for PM Paraprofessionals (Educational Aides, PCIA, CCCC, and ELL) can be considered on available

positions as an instructional assistant once all existing instructional assistants are placed. Instructional assistants will work a 5-hour day from 11:00 a.m. to 4:00 p.m. They will be paid their hourly wage for all hours worked. Instructional Assistants participating in the Summer Learning Experience (SLE) will have one hour of designated PD on the room readiness day.

(1) Placement done in seniority order.

(2) Substitute Paraprofessionals will be considered last.

- 9) Paraprofessional for an ELL Aide assignment based on language need determined by the District.
- 10) All applicants will be offered the opportunity to substitute in order of seniority if they are not selected for a summer position.
- 11) **Projected PreK-8 2023 SLE (20) sites are:** Adlai Stevenson, AB Hart, Almira, Artemus Ward, Buhrer, Campus International K8, Charles Dickens, Euclid Park, Franklin D Roosevelt, Garfield, George W Carver, Halle, Harvey Rice, Natividad Pagan INA, Oliver H Perry, Paul Dunbar, Riverside, Waverly, William Rainey Harper, , and Willson.
- 12) **Projected High Schools 2023 SLE (7) sites are:** Campus International HS, Cleveland School of the Arts, Garrett Morgan, Natividad Pagan INA, John F Kennedy, John Marshall, and Max Hayes.
- 13) Applicants are not guaranteed an assignment at a particular site.
- 14) CTU will receive a list of all bargaining unit members who apply for a 2023 SLE position, a list of all bargaining unit members awarded a position, and a list of all bargaining unit members employed for the 2023 SLE. Employees compensated via the normal payroll cycles for work completed during 2023 SLE.
- 15) Professional Leave not granted during the 2023 SLE. This includes workshops, conventions, and conferences. **No exceptions to this requirement.** 2023 SLE*bargaining unit members are permitted one absence. Any bargaining unit member who is absent on the second (2nd) day shall be deemed to have forfeited his/her SLE position unless medical verification is provided as documentation from a physician upon request of the 2023 SLE District Supervisor. Bargaining unit members are charged sick time for any absence unless member indicates the day should be without pay in WorkDay.
- 16) **AM and PM SLE** class size overages calculated using the updated program roster on the 8th engagement day of the 2023 SLE. Bargaining unit members shall be paid based on class size limits in Article 10 sections 1 and 3. Bargaining unit members compensated for class overages on the last pay of the 2023 SLE program if documentation is submitted by the 10th engagement day.
- 17) Special Substitute rates will follow hourly pay as outlined in Appendix A.
- 18) A commitment of a 2023 SLE 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 30, 2023. However, a change in school or assignment may occur after that time if necessary.** Bargaining unit members who are required to relocate assignments provided one-day to both pack and move worksites.
- 19) All provisions of the CBA shall be in full force and effect except those mutually agreed to be modified.
- 20) 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

2.27.23 (Date)

FOR THE DISTRICT:

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

February 28, 2023
(Date)