

**Memorandum of Understanding between the
Cleveland Metropolitan School District and the
Cleveland Teachers Union, AFT Local 279, AFL-CIO
Re: 2025 ELEMENTARY SUMMER LEARNING ACADEMY (ESLA)**

This Memorandum of Understanding ("MOU") between the Cleveland Metropolitan School District (the "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 and CTU recognize 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 (collectively the "CBA"), shall remain in full force and effect. The terms of this MOU are subject to the parties' grievance and arbitration procedure as established in Article 6 of the CBA.

Whereas the CTU and the District have made a commitment to eliminate the current academic disparity gap between CMSD students and the state of Ohio, as measured by the average of the third grade Ohio State Test in reading, the 2025 ESLA for the 2025 Summer Program will provide the opportunity for those kindergarten, first, second, third, fourth, and fifth grade students most in need of a longer school year. As the focus is on increased instruction at those grade levels, the CTU and the District agree that for the 2025 ESLA, it is in the best interest of the students that the instruction be provided by those teachers who are appropriately credentialed for the Third Grade Reading Guarantee to students who are in the third-grade classes.

The parties agree that, notwithstanding the deadlines contained in Article 28, Section 3(B) of the Collective Bargaining Agreement ("CBA"), all applications for the 2025 ESLA will be available on the Workday site, no later than **March 10, 2025**. Applications must be completed and submitted via WorkDay to The Talent Office by **Monday, March 28, 2025** by 5:00 p.m.

Evidence of submission will be provided to the applicant. Bargaining unit members need only to apply to the summer 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 **Friday, April 18, 2025**, the first round of bargaining unit members shall be notified by District e-mail if they have a 2025 ESLA 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 their right to a 2025 ESLA assignment. CTU members who apply for ESLA as well as another Summer assignment that does not conflict with the hours for ESLA can be assigned both positions.

- 1) The 2024 ESLA will begin **Tuesday, June 10, 2025** and will end **Friday, July 11, 2025**. All teachers awarded a position must be licensed/certificated for the grade level assigned. Teachers assigned to grade 3 assignments must possess appropriate credentials for the Third Grade

Reading Guarantee. All teachers must also participate in two (2) mandatory six (6) hour professional development sessions, on **Thursday, June 5, 2025** and **Friday, June 6, 2025** (times and location to be announced). Teachers are also required to report to their assigned buildings on **Monday, June 9, 2025** from 8:30 a.m. to 2:30 p.m. in order to prepare classrooms for students and attend a thirty (30) minute staff meeting. The District will pay bargaining unit members their daily rate for completion of the two professional development days and one room readiness day. Bargaining unit members who fail to participate in these mandatory sessions will be deemed to have declined a 2025 ESLA position. Only substitutes invited to the training in order of seniority will be paid to attend. All bargaining unit members are required to enter and submit their time, including professional development and room set up days, into Workday. The District will pay for a substitute to cover the classes of teachers who are still under their 2024-2025 contract during the professional development day on Thursday, June 5.

- 2) All staff are required to participate in room breakdown and cleaning for an additional 60 minutes on the last day of Summer Learning (**July 11, 2025**) immediately after their typical departure time. Bargaining unit members will be paid for the extra 60 minutes based on their daily hourly rate.
- 3) The 2025 ESLA will consist of 220 minutes per instructional day for Teachers and Registered School Nurses, 255 minutes for Paraprofessionals and Sign Language Interpreters (a.m. session), and 225 minutes for Paraprofessionals and Sign Language Interpreters (p.m. session).

2025 ESLA Daily Schedule (Monday through Friday):

8:00 a.m.	a.m. Nurse, Paraprofessional and Interpreter arrival
8:10 a.m. – 8:25 a.m.	Breakfast supervised by paraprofessionals/student arrival
8:20 a.m.	Teacher arrival
8:30-11:30 a.m.	Teacher instruction (180 minutes)
11:30 a.m.-12:00 p.m.	Lunch, supervised by paraprofessionals
12:00 p.m.	Teacher departure
12:00 p.m.	Student dismissal
12:15 p.m.	a.m. Nurse, Paraprofessional and Sign Language Interpreter departure p.m. Nurse, Paraprofessional and Sign Language Interpreter arrival
12:30-3:30 p.m.	Out-of-school time programming supported by Paras and Interpreters
4:00 p.m.	p.m. Nurse, Paraprofessional and Sign Language Interpreter departure

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

- 4) The following provisions in the CBA will be waived: Article 9, Section 4(F) [Teacher Day]; and Article 9, Section 3 • [lunch periods].

- 5) All bargaining unit members will be paid their hourly rate for each hour worked for 2025 ESLA. All bargaining unit members should enter and submit their time weekly via Workday. Thursday, June 19, 2025 and Friday, July 4, 2025 will be paid holidays based on the hourly rate of the summer position.
- 6) The District and the CTU will jointly develop job postings and job applications for the following 2025 ESLA positions: (1) Elementary Teacher (regular), (2) Elementary Intervention Specialist (special education), (3) Elementary Teacher (bilingual), (4) Bilingual Instructional Aide, (5) Sign Language Interpreter, (6) Instructional Assistant, and (7) Registered School Nurse/Licensed Practical Nurse.

Bargaining unit members must apply through Workday to the 2025 Summer Program application. 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. An exception to a seniority-based paraprofessional assignment shall be made if a Bilingual Aide is hired for a summer program. If a Bilingual Instructional Aide is needed, the Bilingual Instructional Aide shall be assigned within the language of assignment. Language needs shall be determined by the District. Educational Aides, PCIA, CCCC, and Bilingual Instructional Aides outside of the targeted languages can be considered for available positions as an instructional assistant once all existing instructional assistants are placed.

- (a) A teacher who applies for a position in the 2025 ESLA must have, during the 2024-2025 school year, (a) worked in any grades PreK-8; and (b) have current certification or licensure in the grade level assigned. Third Grade Reading Guarantee Qualified reading teachers will be placed first in ESLA grade 3 positions by seniority, and then the remaining candidates, regardless of reading qualifications, will be placed in remaining grades by seniority and certification. Third Grade Reading qualifications include: Reading Endorsement, Masters in Reading, Wilson Reading System Certification, Reading Praxis 5205 Passage, and any other criteria established under Ohio's Third Grade Reading Guarantee which is revised each year.
 - (b) A teacher who applies for a 2025 ESLA Intervention specialist/special education teacher position must have during the 2024-2025 school years: (a) served as an Intervention Specialist; (b) taught special needs students in grades Pre-K-8, and (c) hold current certification or licensure in special education. Priority in staffing in grade 3 will be given to special education teachers who meet the above criteria and hold TGRG criteria as described above.
 - (c) Placement at Natividad Pagan INA and any other position designated to support English Language Learners must be TESOL certified in addition to the criteria above.
 - (d) Hiring of Licensed Practical Nurses (LPNs) will occur once all Registered School Nurse (RSN) applicants have been placed.
- 7) One Intervention Specialist at each site will be assigned to deliver specially designed instruction to students who are eligible for Extended School Year (ESY) services for social-emotional learning, reading, writing, and/or mathematics but do not meet criteria for the Extended School Year Program for Students with Significant Cognitive Disabilities. The site-based ESY intervention specialist (IS) will develop a weekly schedule for eligible students within the 3-hour instructional

block; communicate the schedule with families; deliver specially designed instruction based on the student's IEP in their ESY eligible-areas; and report on the student's goal progress at the end of the summer program. The District will provide the site-based ESY IS and the site supervisor with a list of eligible students, their goal areas, and the amount of time per week to be scheduled for SDI for each goal. One Intervention Specialist will serve no more than twelve (12) students for ESY. If no students report for ESY services on a scheduled day at a scheduled site, the ESY IS will provide support to students attending summer school. The ESY Intervention Specialist will have dedicated planning time from 8:30 am to 9:00 am each day to review student data and design instruction. The ESY Intervention Specialist will see no students on Friday, July 11 and will complete and upload progress reports (to PowerSchool Special Programs) for each student on their caseload by the end of the day on Friday, July 11. On the ESLA job posting, applicants will indicate interest in site-based ESY as a priority. If enough Intervention Specialists do not indicate this preference, they may be placed in these positions.

- 8) All applicants will be offered the opportunity to substitute in order of seniority if they are not selected for a summer position.
- 9) The projected 2025 ESLA sites shall be: **Almira, Artemus Ward, Campus International K-8, George Washington Carver, Harvey Rice, OH Perry, Robert H. Jamison, Stephanie Tubbs Jones, Waverly, William Rainey Harper, and Natividad Pagan International Newcomers Academy.** In the event that the air conditioning is not functional at any of these projected sites at any given time, the District will provide fans for each classroom as needed. Applicants shall not be guaranteed an assignment at a particular site.
- 10) The CTU will be supplied with the list of all bargaining unit members who apply for a 2025 ESLA position, a list of all bargaining unit members awarded 2025 ESLA positions, and all bargaining unit members employed for the 2025 ESLA. Employees will be compensated via the normal payroll cycles for work completed during 2025 ESLA.
- 11) Professional Leave will not be granted during the 2025 ESLA dates. This includes workshops, conventions, and conferences. There are no exceptions to this requirement.
- 12) Bargaining Unit Members are permitted two (2) absences. Any Bargaining Unit Member who is absent on the third (3rd) day shall be deemed to have forfeited his/her ESLA position unless medical verification is provided as documentation from their physician upon request by their ESLA Site Supervisor. Bargaining unit members will be charged sick time for any absences unless the member indicates the day should be without pay in Workday.
- 13) Class size overages shall be calculated using the updated class roster on the 12th instructional day (**June 26, 2025**) of the 2025 ESLA. Bargaining unit members shall be paid for more than 20 students per day for the 2025 ESLA. Class size overage compensation shall be paid at the rate of \$4 per student/per day back to the first instructional day. Bargaining unit members will be compensated for class overages on the last pay of the 2025 ESLA program.
- 14) Bargaining unit members who are required to relocate assignments will be provided one day total to both pack and move worksites.
- 15) Coverage for absent teachers during instructional periods shall be paid at the hourly rate for each

hour of class coverage.

- 16) A commitment of a 2025 ESLA assignment by The Talent Office will guarantee a bargaining unit member an appointment for the duration of the 2025 ESLA, unless notified otherwise, no later than 4:00 p.m. on Friday, June 13, 2025. However, a change in school or assignment may occur after that time if necessary.
- 17) All provisions of the CBA shall be in full force and effect except those mutually agreed to be modified.
- 18) This Memorandum of Understanding expires August 1, 2025. 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 District:

Dr. Warren G. Morgan II Date 3/3/25

Warren G. Morgan II, EdD

Chief Executive Officer

Cleveland Metropolitan School District

For the Union:

Shari Obrenski Date 3.3.25

Shari Obrenski

President

Cleveland Teachers Union