

**Memorandum of Understanding between the
Cleveland Metropolitan School District and the
Cleveland Teachers Union, AFT Local 279, AFL-CIO
Re: 2025 SECONDARY SUMMER SCHOOL (SSS)**

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.

The District will offer academic make-up courses to students in grades twelve, eleven, ten and nine using the District on-line curriculum which is equivalent to one semester credit make-up. This includes English language learners in grades 9-12 who did not meet the minimum performance criteria on the grade level diagnostic assessment and/or students who are not eligible for promotion under the District's Promotion Policy or recommended by current classroom teacher and/or principal.

The parties agree that, notwithstanding the deadlines contained in Article 28, Section 3(8) of the Collective Bargaining Agreement ("CBA"), all applications for the 2024 SSS will be available on the WorkDay site, no later than **Monday, March 10, 2025**. Applications must be completed and submitted via WorkDay to Talent by **Monday, March 28, 2025 by 5:00 p.m.**

- 1) No later than **April 18, 2025**, the first round of bargaining unit members shall be notified by District e-mail if they have a 2025 SSS 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 this 2025 SSS assignment. CTU members who apply for Secondary Summer School as well as another Summer assignment that does not conflict with the hours for Secondary Summer School can be assigned both positions.
- 2) The SSS program will begin **Tuesday, June 24, 2025**, and will end **Friday, July 18, 2025**. All bargaining unit members awarded a position are required to participate in one (1) three (3) hour mandatory professional development session which will be held on **Monday, June 23** at the assigned SSS site. All bargaining unit members will have three (3) hours of room readiness on **Monday, June 23**. The District will pay bargaining unit members for one day, at their daily rate for **June 23, 2025**. Bargaining unit members who fail to participate in the mandatory sessions will be deemed to have declined a 2025 SSS position. All bargaining unit members must enter and submit their time, including professional development and room set up days into Workday. All staff are required to participate in room break down and

cleaning for an additional 60 minutes on the last day of Summer Learning (July 18, 2025) immediately after their departure time. Bargaining unit members will be paid for the extra 60 minutes based on their daily hourly rate.

- 3) The 2025 SSS will consist of 220 minutes per instructional day for Teachers, School Counselors, and Registered School Nurses, and 255 minutes for Paraprofessionals and Sign Language Interpreters.

2025 SSS Daily Schedule (Monday through Friday):

8:00 a.m.	Paraprofessional and sign language interpreter arrival
8:10 a.m. – 8:25 a.m.	Breakfast supervised by paraprofessionals/student arrival
8:20 a.m.	Teacher/Counselor/ Nurse 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/Counselor/Nurse departure
12:00 p.m	Student dismissal
12:15 p.m.	Paraprofessional and sign language interpreter departure

- 4) The following provisions in the CBA will be waived: Article 9, Section 12(D) [no more than three preparations].
- 5) Subject to this agreement, all bargaining unit members will be paid their hourly rate for each hour worked for 2024 SSS. All bargaining unit members should enter and submit their time weekly via Workday. July 4, 2025 will be a paid holiday 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 SSS positions: a) Online Credit Recovery Teacher for each summer school site (Certificated/licensed High School teacher for each site); b) School Counselor(s) for each summer school site; and (c) Intervention Specialists for each summer school site based on student IEPs. 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. Bargaining unit members may indicate interest in more than one summer position in the 2024 Summer Program application via WorkDay.
 - (a) A bargaining unit member who applies for an Online Credit Recovery teacher position in the 2025 SSS Program (a) must have been a 9-12 classroom teacher during the 2023-2024 or 2024-2025 school years; and (b) must hold a valid Ohio teaching certificate/license for 7-12 or 9-12. A bargaining unit member who applies for the position of Online Credit Recovery Teacher will be awarded the position for the 2025 SSS Program based on the following a) certification or licensure; and b) seniority. All high school certification/licensure are considered equal when determining placement.
 - (b) A bargaining unit member who applies for a position as a school counselor must, during the 2024-2025 a) be currently assigned to work as a school counselor; b) have

worked with grades 9-12; and c) have certification or licensure as a high school guidance counselor. Bargaining unit members who apply for the position of a school counselor will be awarded the position for the 2025 SSS Program based on a) certification or licensure; and b) seniority.

- (c) A bargaining unit member who applies for an Intervention Specialist summer school position in the 2025 SSS Program must a) have served as a High School Intervention Specialist in the 2024-25 school year; and b) hold a valid special education Ohio teaching certificate/license. Bargaining unit members who apply for the position of an Intervention Specialist will be awarded the position for the 2025 SSS Program based on a) certification or licensure; and b) seniority. All special education certification/licensure are considered equal when determining placement.
 - (d) 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.
 - (e) 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.
 - (f) 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 participating in the SSS program. 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 18 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 18. 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 SSS Program sites shall be: **John Marshall Campus and Cleveland School of the Arts**. In the event that the air conditioning is not functional at this site at any given time, the District will provide fans in each classroom.
- 10) The CTU will be supplied with a list of all bargaining unit members who apply for a 2025 SSS position, a list of all bargaining unit members awarded a 2025 SSS Program positions, and the bi-weekly payroll for all bargaining unit members employed for the 2025 SSS Program.
- 11) Professional Leave will not be granted during the 2025 SSS 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 SSS position unless medical verification is provided as documentation from their physician upon request by their SSS 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) Coverage for absent teachers during instructional periods shall be paid at the hourly rate for each hour of class coverage.
- 14) A commitment of 2025 SSS Program assignment by Talent will guarantee a bargaining unit member an appointment for the duration of the 2025 SSS Program, unless notified otherwise, no later than 4:00 p.m. on **June 27, 2025**. However, a change in assignment may occur after that time if necessary.
- 15) All provisions of the CBA shall be in full force and effect except those mutually agreed to be modified.
- 16) This Memorandum of Understanding expires **August 1, 2025**. 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 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