

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

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 CTU and the District have made a commitment to support scholars with learning to play an instrument and growing the marching band program. Since 2019, the number of K-8 bands have grown from six (6) to thirty-two (32) and high school bands from two (2) to five (5). To support this momentum, CTU and the District agree that 2025 SBC is in the best interest of the students that the instruction be provided by those teachers who are appropriately credentialed to teach instrumental music.

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 SBC will be available on the Workday site, no later than Monday, **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 **April 18, 2025**, the first round of bargaining unit members shall be notified by District e-mail if they have a 2025 SBC 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 SBC assignment. CTU members who apply for Summer Band Camp as well as another Summer assignment that does not conflict with the hours for Summer Band Camp can be assigned both positions.

- 1) The 2025 SBC student programming will begin on **Tuesday, June 10, 2025**, and will end **Friday, July 11, 2025**.
 - (a) All staff are required to report to their assigned building on **Monday, June 9, 2025** for site readiness and orientation 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 this day.

- (b) All staff must participate in room breakdown and cleaning for an extra 60 minutes on the last day, July 11, 2025, of SBC immediately after students depart from the final SBC session. Payment for this extra 60 minutes will be paid at the bargaining unit member's hourly rate.

- 2) The SBC session for teachers will be 240 minutes per day (180 minutes student engagement). The SBC session for Registered School Nurses, Paraprofessionals and Sign Language Interpreters will be 225 minutes per day.

- 3) SBC Daily Schedule (Monday Through Friday):

12:15 pm	p.m. RSN/Paraprofessional/Sign Language Interpreter Report
12:00-12:30 pm	All other p.m. staff report (prep)
12:30-3:30 pm	Student/Staff engagement time
3:30-4:00 pm	All staff (site readiness, team meetings, prep time)
4:00 pm	All staff depart

Registered school nurses, paraprofessionals and sign language interpreters who select and participate in both the a.m. and p.m. summer 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 and a 40-minute lunch.

- 4) The following provisions in the CBA waived; Article 9, Section 4(F) [Teacher Day]; and Article 9, Section 3 [lunch periods].
- 5) All bargaining unit members paid their hourly rate for each hour worked of the 2025 SBC. June 19, 2025, and July 4, 2025, will be paid holidays based on the hourly rate of each type of 2024 SBC position. All bargaining unit members are required to enter and submit their time weekly via Workday, no exceptions.
- 6) The District and the CTU will jointly develop a job posting and job application for all of the following 2025 SBC positions. Bargaining unit member positions; (1) Music/Band Teacher (brass, woodwind, percussion, conducting marching formations, (2) Educational Aide, (2) Sign Language Interpreter, (3) Instructional Assistant, (4) ELL Aide, (5) School Nurse.
- 7) Bargaining unit members must apply through Workday to the 2025 Summer Program application. The parties expressly acknowledge that the development of a job posting and job application does not guarantee that such positions will be available. An exception to a seniority-based paraprofessional assignment shall be made if a Bilingual Aide is hired for a summer program. Job postings will include the applicable information contained in this Memorandum of Understanding. If a Bilingual Aide is needed, the Bilingual Aide shall be assigned within the language of assignment. Language needs shall be determined by the District.

- 8) A teacher who applies for a position in the 2025 SLE must be licensed/certified and have taught instrumental music in the 24-25 or 23-24 school year.
- 9) Placement of Staff:
 - (a) Placement for all Music/Band positions is seniority within the licensure area.
 - (b) Placement for p.m. 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 225-minute day from 12:15 p.m. to 4:00 p.m. They will be paid their hourly wage for all hours worked. Instructional Assistants participating in the SBC will have one hour of designated PD on the room readiness day.
 - (c) Placement done in seniority order.
 - (d) Substitute Paraprofessionals will be considered last.
 - (e) Paraprofessional for a Bilingual Instructional Aide assignment based on language need determined by the District.
 - (f) All applicants will be offered the opportunity to substitute in order of seniority if they are not selected for a summer position.
- 9) Projected SBC site: **James F. Rhodes High School.**
- 10) CTU will receive a list of all bargaining unit members who apply for a 2025 SBC position, a list of all bargaining unit members awarded a position, and a list of all bargaining unit members employed for the 2025 SBC. Employees will be compensated via the normal payroll cycles for work completed during 2025 SBC.
- 11) Bargaining unit members who participate in events outside of the scheduled SBC hours can work and will be paid for up to an additional 12 hours, including set-up and break-down time for each scheduled event. The staff will be paid their hourly rate for these hours. The member should enter the time into Workday as hourly pay for hours worked.
- 12) Professional Leave not granted during the 2025 SBC. This includes workshops, conventions, and conferences. No exceptions to this requirement.
- 13) 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 SBC position unless medical verification is provided as documentation from their physician upon request by their SBC 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.
- 14) SBC class size overages shall be calculated using the updated program roster on the 12th engagement day of the 2025 SBC. Bargaining unit members shall be paid based on class size limits in Article 10 sections 1 and 3 of the CBA. Bargaining unit members compensated for class overages on the last pay of the 2025 SBC if documentation is submitted by the 10th engagement day.
- 15) Special Substitute rates will follow hourly pay as outlined in Appendix A of the CBA.
- 16) A commitment of a 2025 SBC 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. Friday, June 13, 2025. However, a change in assignment may occur after that time if necessary.

- 16) All provisions of the CBA shall be in full force and effect except those mutually agreed to be modified.
- 17) This Memorandum of Understanding expires September 2, 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: ~~OB~~

For the District:

For the Union:

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

Shari Obrenski Date 3.3.25

Warren G. Morgan II, EdD

Shari Obrenski

Chief Executive Officer

President

Cleveland Metropolitan School District

Cleveland Teachers Union