

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CLEVELAND METROPOLITAN SCHOOL DISTRICT AND THE CLEVELAND TEACHERS UNION FOR THE 2025 EXTENDED SCHOOL YEAR PROGRAM FOR STUDENTS WITH SIGNIFICANT COGNITIVE DISABILITIES**

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 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 - Extended.

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 ESY will be available on the WorkDay site, no later than **Monday, March 10, 2025**. Applications must be complete 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. 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 **Friday, April 18, 2025**, the first round of bargaining unit members shall be notified by District e-mail if he or she has a 2025 ESY 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 2025 ESY assignment. CTU members who apply for Extended School Year as well as another Summer assignment that does not conflict with the hours for Extended School Year can be assigned both positions.

The 2025 ESY program will include the following provisions:

- 1) The 2025 ESY student programming will begin on **Tuesday, June 10, 2025**, and will end **Thursday, July 10, 2025** for all grade levels PreK-12 (21 student days).
  - a) All teachers must participate in two 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 **Thursday, June 5, 2025**, through **Friday, June 6, 2025**.

- b) 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 **Friday, June 6, 2025**.
- c) Bargaining unit members who fail to participate in these mandatory sessions will be deemed to have declined a 2025 ESY position.
- d) All staff are required to report to their assigned buildings on **Monday, June 9, 2025**, 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.
- e) Friday, July 11, 2025 will be a room breakdown and record-keeping day for **all staff**. Staff will be paid for this work day.
- f) The ESY program for teachers and Related Services Providers will be 330 minutes per day (instruction time 180 minutes). The ESY program for Nurses, Paraprofessionals, and Sign Language Interpreters will be 300 minutes. All bargaining unit members will be paid their hourly rate for each hour worked during the 2025 ESY program.

**ESY Daily Schedule (Monday through Friday):**

8:00 a.m.	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 a.m.	Student/Teacher/RSP service provision time
11:30 – 12:30 p.m.	Lunch/Recess, supervised by Paras/Teachers/RSP/SLI/Nurses/Administrators
12:30 p.m.	Student dismissal
12:35 - 1:00 p.m.	Teacher, RSP, Nurse, Sign Language Interpreter, and Paraprofessional Room Readiness Time (including a weekly team meeting)
1:00 p.m.	Paraprofessional, School Nurse, and Sign Language Interpreter departure
1:00 – 1:30 p.m.	Teacher/RSP Planning Time
1:30 p.m.	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 2025 ESY. June 19, 2025 and July 4, 2025 will be paid holidays based on the hourly rate of each type of 2025 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 2025 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 must 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 #6 below **"Placement of Staff"**.
- 6) Placement of Staff:
  - a) Placement for all Intervention Specialist, Sign Language Interpreters, and RSP positions will be based on seniority. Priority will be given to Intervention Specialists currently teaching within the Low Incidence or Medically Fragile models and Preschool Special Education. When possible, these teachers will be assigned to the same grade band that they are currently teaching.
  - b) 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.
  - c) Bilingual Instructional Aide assignments will be based on language/communication need determined by the District.
  - d) Instructional assistants will work a 5.0-hour day from 8:00 a.m. to 1:00 p.m. and will fulfill the duties of a special education paraprofessional. They will be paid their hourly wage for all hours worked. Placement will be done in seniority order. Substitute Paraprofessionals will be considered last. 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.
  - e) All applicants will be offered the opportunity to substitute in order of seniority if they are not selected for a summer position.
- 7) **Projected PreK-12 2025 ESY sites are: Sunbeam (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 2025 ESY position, a list of all bargaining unit members awarded a position, and a list of all bargaining unit members employed for the 2025 ESY. Employees compensated via the normal payroll cycles for work completed during 2024 ESY.
- 9) Professional Leave will not be granted during the 2025 ESY. This includes workshops, conventions, and conferences. **No exceptions to this requirement.**
- 10) 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 ESY position unless medical verification is provided as documentation from their physician upon request by their ESY 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.
- 11) Intervention Specialists and Related Service Providers will be expected to complete progress reports for the students on their caseload, based on students' identified ESY goal areas. These progress reports will be completed on the state required template and uploaded to PowerSchool

Special Programs by 1:30 pm on Friday, July 11.

- 12) ESY class size overages calculated using the updated program roster on the 12<sup>th</sup> engagement day of the 2025 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 2025 ESY program if documentation is submitted by the 10<sup>th</sup> engagement day.
- 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 a 2025 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 13, 2025**. 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.
- 15) Bargaining unit members required to relocate assignments will be provided one day to pack and move worksites.
- 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 **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.

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