

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CLEVELAND METROPOLITAN SCHOOL DISTRICT AND THE CLEVELAND
TEACHERS UNION FOR THE 2021 SUMMER ACADEMY OF ENGAGEMENT (SAE)

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 2021 Summer Academy of Engagement ("SAE"). The parties agree to meet and to negotiate terms and conditions of employment for all other 2021 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 exciting program that challenges them to be creators of knowledge, not just consumers of knowledge, and that students are provided creative engagement activities as part of SAE.

The parties agree that, notwithstanding the deadlines contained in Article 28, Section 3(B) of the Collective Bargaining Agreement ("CBA"), all applications for the 2021 SEE will be available on the WorkDay site, no later than **May 7, 2021**. Applications must be completed and submitted via WorkDay to The Talent Office by **May 14, 2021** by 5:00 p.m.

Evidence of submission will be provided to the applicant. Bargaining unit members may submit more than one 2021 Summer Learning Experience application but will have those applications considered in the order in which they are submitted via WorkDay. 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 **May 25, 2021**, each bargaining unit member shall be notified by District e-mail if he or she has a 2021 SEAssignment. Each bargaining unit member who fails to accept this assignment by District e-mail by 5:00 p.m. on **May 26, 2021** will forfeit his or her right to a 2021 SAE assignment.

- 1) The 2021 SAE programming will begin on **Monday, June 7, 2021**, and will end **Friday, August 6, 2021**. Session start and end dates vary depending on type of summer experience. (PreK-8, High School, Extended Year High School or Year Round High School). Each start and end session is highlighted in bullets 8, 9, 10, and 11 in this MOU.
- 2) All staff are required to report to their assigned buildings on the Friday before the first day of their session from 12:00 p.m. to 2:30 p.m. in order 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.
 - a) PreK-8 and Traditional High School will be Friday, June 4 or Friday, July 9 for site readiness and orientation.
 - b) Extended Year High School will be Friday, June 11 or Friday July 9 for site readiness and orientation.
 - c) Year Round High School will be Friday, June 25 for site readiness and orientation.
- 3) The 2021 SAE staff day will not exceed 270 minutes per day. All staff will receive daily 30 minutes preparation time before engagement session and 30 minutes site readiness time after engagement session ends. This time will be included in the percentage of their calculated daily rate based on engagement assignment. Times vary based on engagement activity (*i.e. art design is allocated for 120 minutes each day for students and staff would be assigned 180 minutes*).

Daily Schedule (Monday through Friday):

Staff Only	30 minutes Staff arrival/Prep
Student/Staff	Engagement Time (times will vary based on the activity)
Staff Only	30 minutes Site Readiness End Time

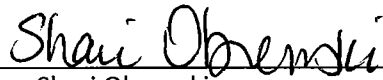
- 4) All bargaining unit members will be paid a percentage of their daily rate for each day of the 2021 SAE based on the engagement assignment. **For Year-Round only session July 5, 2021-will be a paid holiday at the rate determined for their assignment.**
- 5) The District and the CTU will jointly develop job postings and job applications for all 2021 SAE positions as needed. (1)General Education Teacher, (2)Intervention Specialist, (3)Encore Teacher, (4)TESOL Teacher, (5)Educational Aide, (6)Sign Language Interpreter, (7)Instructional Assistant, (8)ELL Aide, (9) RSPs (10)School Nurse and (11) High School Counselors. **Newly added- Planning Center Instructional Assistants and Substitute Teachers.**
- 6) Bargaining unit members may submit more than one 2021 SAE application but will have those applications considered in the order in which they are submitted via WorkDay. 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. All assignments will be made based on seniority excepted as noted below. Exceptions to a seniority-based assignment shall be made if the staff member has been approved to facilitate an engagement program they submitted via the accelerator grant application process or if a paraprofessional for an ELL Aide assignment is needed it will be based on language need determined by the District.
- 7) All applicants will be offered the opportunity to substitute in order of seniority if they are not selected for a summer position.
- 8) **The projected PreK-8 2021 SAE twenty-seven (27) sites are:** Adlai E. Stevenson, Albert B. Hart, Almira, Artemus Ward, Buhner , Campus International K8, Clark, Franklin D. Roosevelt, Garfield, George W. Carver, Halle, Hannah Gibbons, Harvey Rice, INA@ Thomas Jefferson, Marion C. Seltzer, Mound, Oliver H. Perry, Orchard, Patrick Henry, Riverside, Robert Jamison, R. G. Jones, Wade Park, Waverly, William Cullen Bryant, William Rainey Harper, and Willson.
 - a) Session 1: June 7-July 2, 2021 and;
 - b) Session 2: July 12-August 6, 2021
- 9) **The projected Traditional High Schools 2021 SAE seven (7) sites are:** CSA, Design Lab, Garrett Morgan, Ginn, INA@ Thomas Jefferson, John Marshall, and Max Hayes.
 - a) Session 1: June 7 – July 2, 2021; and
 - b) Session 2: July 12- August 6, 2021
- 10) **The projected Extended Year High Schools 2021 SAE three (3) sites are:** Campus International, James F Rhodes, and John F Kennedy.
 - a) Session 1: June 14 – July 2, 2021; and
 - b) Session 2: July 12- August 6, 2021
- 11) **The projected Year Round High Schools 2021 SAE three (3) sites are:** CSA, John Adams and Lakeside Campus.
 - a) Year Round will only have one session; and
 - b) Session will be June 28- July 23, 2021.
- 12) Applicants shall not be guaranteed an assignment at a particular site.
- 13) CTU will be supplied with the list of all bargaining unit members who apply for a 2021 SAE position, a list of all bargaining unit members awarded a position, and all bargaining unit members employed for the 2021 SAE. Employees will be compensated via the normal payroll cycles for work completed during 2021 SAE.
- 14) Professional Leave will not be granted during the 2021 SAE. This includes workshops, conventions, and conferences. There are no exceptions to this requirement. 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 SAE position unless

medical verification is provided as documentation from a physician upon request of the 2021 SAE 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.

- 15) Class size overages shall be calculated using the updated program roster on the 8th engagement day (*Session 1: 6/16/21 and Session 2: 7/21/21; Extended Year Session 1: 6/18/21 and Session 2: 7/21/21; and Year Round is 7/7/21*) of the 2021 SEE. Bargaining unit members shall be paid based on class size limits in Article 10 sections 1 and 3. Bargaining unit members will be compensated for class overages on the last pay of the 2021 SAE program if documentation is submitted by the 10th engagement day.
- 16) Special Substitute rates will be prorated to length of student day.
- 17) A commitment of a 2021 SAE 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. on 5th day of the applicable session. However, a change in school or assignment may occur after that time if necessary. Bargaining unit members who are required to relocate assignments will be provided one-day total to both pack and move worksites.
- 18) All provisions of the CBA shall be in full force and effect except those mutually agreed to be modified.
- 19) This Memorandum of Understanding expires **September 1, 2021**. 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

6.10.21

Date

FOR THE DISTRICT:

Eric S. Gordon
Chief Executive Officer
Cleveland Metropolitan School District

June 11, 2021

Date