

**Memorandum of Understanding between the
Cleveland Metropolitan School District and the
Cleveland Teachers Union, AFT Local 279, AFL-CIO**

RE: Online Gradebook

This Memorandum of Understanding (MOU) between the Cleveland Metropolitan School District (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 recognizes 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 (hereinafter collectively "CBA"), shall remain in full force and effect.

Whereas the District and CTU acknowledge the benefit of parent and student access to online gradebooks; and

Whereas the District and CTU have a shared commitment to reduce bargaining unit members' non-instructional tasks by eliminating interim progress reports; and

Therefore, the District and the CTU agree to the following terms and conditions regarding:

1. Beginning with the 2024-2025 academic year, teachers will enter grades for individual student assignments utilizing the District's online gradebook platform for all students. The District will not change the current online gradebook platform without mutual written agreement between the CEO and the CTU President.
2. The District will utilize the online gradebook platform across all District schools unless exceptions are agreed to in writing between the CEO and CTU President on a school-by-school basis based on a unique school model.
3. Although teachers are encouraged to enter grades for student assignments on a rolling basis, grades for student assignments must be updated at least by the end of the third, sixth, and final week of each marking period. Final marking period grades will continue to be submitted in accordance with the Master Timeline in Article 16, Section 1(B).
4. No teacher shall be disciplined for failing to utilize the online gradebook platform if the failure is due to a documented system outage or if the teacher is on an approved Leave of Absence or has been absent for any reason permitted under the CBA during the week the grade update is due.
5. If a teacher was absent during the week the assignment grades were initially due, the teacher must submit the grades within four workdays of their return.

6. During the 2024-2025 academic year, no teacher demonstrating reasonable efforts to utilize the online gradebook platform shall be disciplined for failing to utilize the online gradebook platform. Should a teacher need support in submitting grades in the online gradebook platform, the Principal can meet with the teacher and the teacher's CTU representative to ensure proper supports are in place.
7. The District may maintain a secondary online gradebook platform that is synchronized with the primary online gradebook platform. If a synchronized secondary online gradebook platform is maintained, teachers may choose to enter assignment grades into the secondary platform rather than the primary platform. In no event shall a teacher be required to maintain assignment grades in the secondary or any alternative gradebook absent the agreement of the CEO and CTU President.
8. Teachers are not required to maintain a separate physical gradebook or print information or data available through the online gradebook.
9. No official written reports to parents shall be required except the online gradebook platform entries, the officially adopted report cards, and other reports as may be required by law.
10. Bargaining unit members will no longer be required to submit interim grade and progress reports established in Article 16.
11. The District and Union are committed to ensure that students have access to electronic devices provided by the District in the classroom. The District and Union will develop an agreement to memorialize such commitment.
12. A Joint Gradebook Committee ("JGC") comprised of up to three CEO designees and up to three CTU President designees will be formed. The JGC will annually review the academic calendar to determine the weeks constituting the third, sixth, and last week of each grading period for the academic year. The JGC will meet up to quarterly upon the request of the CEO or CTU President to review and make recommendations to the CEO and CTU President regarding the District's gradebook processes.
13. During the 2024 summer and 2024-2025 academic year, the JGC will convene at least monthly and perform the following functions:
 - a. Identify a team tasked with developing resources and providing support for teachers regarding how to enter grades into the online gradebook platform(s).
 - b. Review and approve work of the identified team in Section 13 (a).
 - c. Review the implementation and functionality of the new online gradebook system.
 - d. Review implementation data regarding gradebook utilization to determine whether the online gradebook platform is being implemented across all schools.

e. Make recommendations to the CEO and CTU President regarding the new online gradebook system.

14. This MOU expires on June 30, 2027. Any changes to this MOU require the written mutual agreement of the CEO and the CTU President.

Shawn Obremski 5.6.24

Cleveland Teachers Union

Warren G. Morgan II
5/6/24

Cleveland Metropolitan School District

Rationale:

The District and the Union recognize the value of timely parent access to student progress. The District-wide implementation of an online gradebook system eliminates the need for interim progress reports.

The District recognizes that implementation of a new, online gradebook system will take time and support for proper implementation and use. The District is committed to ensuring that support is provided during the transition period for teachers to feel comfortable and confident in their abilities to utilize this new system. Additionally, the District recognizes the critical need for student schedules to be accurate and updated so that teachers are able to ensure timely entry of student progress. The parties do not intend for this new system to be the basis for discipline against bargaining unit members.

Currently, the District utilizes PowerSchool as the primary online gradebook system. The parties will continue to work collaboratively to ensure the current online gradebook system is accessible and accurate for teachers, students, and parents.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CLEVELAND MUNICIPAL SCHOOL DISTRICT
AND THE CLEVELAND TEACHERS UNION, AFT LOCAL 279, AFL-CIO
REGARDING CELL PHONE COLLECTION AND STORAGE**

This Memorandum of Understanding between the Cleveland Municipal School District (“District”) and the Cleveland Teachers Union, AFT Local 279, AFL-CIO (“CTU”) memorializes the District and the CTU’s shared commitment to a collaborative working relationship.

The District and the CTU agree to the following:

1. Beginning with the 2024-25 academic year, the District will implement a personal cell phone and electronic device collection or storage protocol for students.
2. The 2024-25 Student Code of Conduct will contain the accompanying Personal Cell Phones and Electronic Devices section (the “Cell Phone Policy”). This section will replace the Appropriate Use of Cellular Phones and Electronic Devices policy contained in the 2023-24 Student Code of Conduct.
3. The 2024-25 Student Code of Conduct, which will incorporate the above-referenced modification to the Cell Phone Policy as well as other changes approved by the CTU at its March 6, 2024 Executive Board meeting, is approved by the CTU and will be submitted to the Board of Education (“Board”) for final approval and adoption.
4. In implementing the Cell Phone Policy, each school’s administrative team will have flexibility to implement the Cell Phone Policy as follows:
 - a. Identify the method of device collection. Schools will have the discretion to utilize device pouches or an alternative method of storage under the administrator’s authority.
 - b. Identify the personnel that will support in device collection, subject to paragraph 5, below.
 - c. Identify the location of device collection. Devices shall be collected or placed in secured pouches upon student arrival and will not be collected within classrooms. Devices will not be permitted within classrooms unless in a secure, locked pouch that remains under the possession of the student.
5. Building administrators may ask teachers / RSPs to voluntarily assist with cell phone collection/distribution. Any teacher/RSP agreeing to assist with cell phone collection/distribution shall be compensated at the rate of pay identified in Article 11, Section 9 C.
6. If the CEO and/or CTU President believe a school’s specific programming structure or facilities render phone and device collection or storage impractical, the CEO and CTU President will discuss the unique school need. Upon mutual agreement of the CEO and CTU President, an alternative appropriate use of cell phones and electronic devices policy will be implemented at the school.
7. During the 2024-25 academic year, the Student Behavioral Supports Committee (“SBSC”) will be tasked with collecting feedback from building leaders and chapter chairpersons regarding the implementation of the Cell Phone Policy. The feedback will include questions regarding the building-specific methods of device collection and/or storage, whether a decrease in inappropriate or disruptive student behaviors have been observed, and a review of student or parent feedback regarding the program. The SBSC will use the

response data to make a recommendation to the CEO and CTU President regarding whether the Cell Phone Policy should continue in its current form, continue with modification, or be rescinded.

8. At the request of the CEO or CTU President, the parties will revisit and may jointly revise this MOU to improve upon the effectiveness of the cell phone policy.
9. The CEO and CTU President may jointly recommend, and the Board may accept, a resolution to discontinue the Cell Phone Policy if either of the following occur:
 - a. The CEO and CTU President determine the Cell Phone Policy must be discontinued in response to a significant event or emergency implicating the Cell Phone Policy.
 - b. The CEO and CTU President determine implementation of the Cell Phone Policy has created an unanticipated and significant disruption to District operations or educational processes.

Rationale:

The District and CTU are committed to ensure that classrooms are secure and productive spaces for student learning and academic success. To limit distractions and reduce opportunities for student disputes, the District and CTU have agreed to prohibit the student use of cellphones during the school day. This is a District-wide policy that will be uniformly implemented and enforced by administrators. Cellphones will be collected or secured at the beginning of the school day prior to entering classrooms and returned or released at the end of the school day. Classroom teachers are not required nor expected to collect cellphones in the classroom.

The following will replace the APPROPRIATE USE OF CELLULAR PHONES AND ELECTRONIC DEVICES section in the Student Code of Conduct.

PERSONAL CELL PHONES AND ELECTRONIC DEVICES

The District is committed to providing a safe, positive and productive learning environment for its students. The District recognizes that personal cellular phones and electronic devices can be a source of disruption in the learning environment. Although families may choose, at their own discretion and risk, to send a personal cell phone or similar electronic device to school with their student, the access to and use of the cell phone or electronic device is governed by this policy.

Personal Cell Phones and Electronic Devices During the School Day:

To maintain a secure and orderly learning environment, students who choose to bring a personal cell phone or electronic device to school will have their phone / device subject to collection and/or storage during the student school day. Student participation in their school's program is required except in the following circumstances:

- a) Families who anticipate a need for their student to have access to their cell phone due to a unique and rare circumstances may contact the building principal to discuss the need and may, in the principal/building leader's sole discretion, receive permission to visit the office and access their phone during the limited related time period and under the supervision of a building administrator.
- b) Building principals are authorized to grant, at their discretion, exceptions to the collection / storage program for educational purposes, unique educational experiences, or unique scheduling scenarios, such as during field trips.
- c) Students who require the use of a personal cell phones or electronic devices pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care/Medical Plan will be afforded access to a device as required by such plan if no other technology or support is available or appropriate to meet the student's needs.
- d) In some cases, the Chief Executive Officer may determine a school's programming structure or facilities render phone and device collection or storage impractical and an alternative appropriate use of cell phones and electronic devices policy may be implemented at the school.

Corrective Action for Violations During the School Day

Any student who fails to follow their school's cell phone and similar device collection or storage process or who chooses to use a cell phone or electronic device during the school day in violation of this policy may be subject to the following:

- a) Written notification to the student's parent, guardian, or legal custodian by the building administrator, and/or
- b) Confiscation of the cell phone or electronic device until end of the school day or until the student's parent, guardian, or legal custodian comes to the school to retrieve the cell phone or electronic device.

Refusal to turn in or store a cellular phone or electronic device to school personnel attempting to collect, store, or confiscate it pursuant to this policy constitutes a Level 2I offense.

Repeated or chronic violations of the cell phone and electronic device acceptable use policy constitute a Level 2Q offense.

In rare cases, students who chronically violate this policy even after attempts by the school to resolve the concern through communication with the student's parent, guardian, or legal custodian may be subject to confiscation of their cell phone or electronic device by a building administrator until the end of the academic year.

Cell Phones and Personal Electronic Devices Outside the School Day:

Students may possess personal cellular phones and other electronic devices on school-sponsored transportation and on school grounds outside the instructional school day. However, even during such times, students are prohibited from using a cell phone or electronic device for the following purposes:

- In violation of any other section of the Student Rights and Responsibilities, including, but not limited to the District's prohibitions against cheating, posting or distributing materials that disrupt the educational process, intimidation, threatening to injure or harm others, use of profane or abusive language, hazing, bullying, disrupting the school environment, and failure to adhere to school culture or directives of school personnel.
- In any manner that creates a disruption on or impacts the safe operation of school transportation.
- To commit a crime, under federal or state law.
- To violate another person's reasonable expectation of privacy by using cell phones or other electronic devices in locker rooms, restrooms, or any other changing areas.
- To take photographs, audio recordings, or video recordings of other individuals, including other students, teachers, administrators, staff members, or members of the community without the explicit authorization of all individuals being photographed or recorded.

Corrective Action for Violation Outside the School Day

Any student who chooses to use a cell phone or electronic device in violation of this policy outside the school day may be subject to any of the following:

- c) A verbal reminder of expectations for appropriate use of cell phones and electronic devices and a request that a student modify their cell phone or electronic device use to meet the expectations of this policy.

- d) Confiscation of the cell phone or electronic device by school personnel until the end of event or activity.
- e) Written notification to the student's parent, guardian, or legal custodian by the building administrator.
- f) Confiscation of the cell phone or electronic device by a building administrator until the student's parent, guardian, or legal custodian comes to the school to retrieve the cell phone or electronic device.

Refusal to surrender a cellular phone or electronic device to school personnel attempting to confiscate it pursuant to this policy constitutes a Level 2I offense.

Repeated or chronic violations of the cell phone and electronic device acceptable use policy constitute a Level 2Q offense.

In rare cases, students who chronically violate this policy even after attempts by the school to resolve the concern through communication with the student's parent, guardian, or legal custodian may be subject to confiscation of their cell phone or electronic device by a building administrator until the end of the academic year.

Responsibility/Liability

Any student who chooses to bring a cellular phone or other electronic device to school shall do so at their and their family's own risk. The District and its employees will assume no responsibility or liability for loss, theft, damage or vandalism to a cellular phone or other electronic device brought onto school transportation or property, even during times the phone or device are subject to the collection or storage process of the District. To this end, families are not required to send any personal cell phone or electronic device to school with their student and are encouraged to carefully evaluate all associated risks and benefits when deciding whether to send a cell phone or electronic device to school with a student.

Shani Obrenski 5.6.24
Cleveland Teachers Union

Glenn D. Meyer II 5/6/24
Cleveland Metropolitan School District

Article 21 Leaves of Absence

Section 8. Parental Leave (replaces entire section, though current language remains incorporated in the below language)

The District and CTU are committed to the health and wellbeing of educators, including the support of life transitions related to the expansion of their families. This policy entitles eligible employees to a continuous paid leave of absence during the twelve (12) month period following the birth of a newborn or the placement of a newly adopted child.

- A. All bargaining unit members who have completed thirty (30) days of continuous employment with the District are eligible for Paid Parental Leave. Eligible employees may use up to twelve (12) continuous weeks of Paid Parental Leave (60 workdays), paid at 100% of their base pay.
 - a. Qualifying events during the twelve-week period include:
 - Birth of a child; or
 - Adoption of a child who is eighteen (18) years of age or younger or is over eighteen (18) years of age and is incapable of self-care due to a physical or mental disability.
 - b. If the two parents are both CMSD employees, each shall be entitled to twelve (12) weeks of continuous Paid Parental Leave. Utilization of Paid Parental Leave must be continuous in nature.
 - c. Multiple births or adoptions within twelve (12) months of each other shall be considered as one qualifying event for purposes of determining eligibility for Paid Parental Leave.
 - d. In the event that a newly born or adopted child dies during the period of time that the employee is on Paid Parental Leave, the employee shall be entitled to the full extent of the Paid Parental Leave - the Paid Parental Leave shall not terminate due to the death of the child.
 - e. If an employee is FMLA eligible, Paid Parental Leave must be taken concurrently with FMLA Leave and be counted against FMLA Leave.
 - f. Sick Day Donations may be collected, but will not be eligible to be applied, during Paid Parental Leave. Donated Sick Days for an approved leave beyond the 12-weeks provided through this policy will be administered consistent with Article 21, Section 1(F).
 - g. Upon separation of employment, unused Paid Parental Leave is forfeited; under no circumstance will this benefit be paid out.

- B. An employee requesting parental leave will use the Leave of Absence Form found in Appendix F and provided by the District. Employees must submit a Leave Request at least 30 days' prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible) and provide all required documentation. Required Documentation for Paid Parental Leave for Birth or Adoption include a birth certificate or adoption certification. If the documentation provided by the employee is insufficient or incomplete, the District will contact the employee in writing to request additional information.

The authorized representative of the District may contact the employee's health care provider for authentication and clarification so long as the employee has first been offered the opportunity to resolve incomplete documentation.

- C. An employee shall be granted an unpaid parental leave of absence of up to three (3) years. After paid parental leave has been exhausted, the employee shall be afforded the opportunity to use accumulated paid sick leave during such parental leave for up to one (1) year, but use of such sick leave shall not extend the parental leave beyond three (3) years, inclusive of paid parental leave. The employee may choose to use or not use accumulated sick leave.
- D. An employee returning from a parental leave of absence of twelve (12) weeks or less shall be returned to the school assigned prior to the leave of absence. An employee returning from a parental leave of absence of greater than twelve (12) weeks shall be assigned to a comparable position (if available) in which she/he left with no assurance of return to the original school. An employee returning from a parental leave of absence will retain all system seniority.
- E. A pregnant employee may continue working until such date as she and her physician determine that she should no longer work. There are no restrictions relative to the number of parental leaves that an employee may request. Employees will be entitled to annual increments for each academic year in which they are in pay status for 120 days.

Shari Obrowski 5.6.24
CTU

Flavien G. Morisset
Cleveland Metropolitan School District 5/6/24

Appendix F Sick Day Donation Form and Accompanying Guidelines – Remove.

Article 21 (Leaves of Absence) Section 1 (Sick Leave) Paragraph F

All employees may donate sick days pursuant to the Guidelines for Donating Sick Leave (Appendix K). A review board comprised of up to three six (6) representatives named by the Union and up to three six (6) representatives named by the District will be formed convene upon request by either the CTU President or Chief Executive Officer for the purpose of discussing modification to the Guidelines for Donating Sick Leave or assessing the donation program. Any modification to the Guidelines for Donating Sick Leave will require the agreement of the Chief Executive Officer and CTU President. This review board will develop the guidelines for loan distribution. Sick day donations shall be governed by the “Guidelines for Donating Sick Leave” (Appendix K). The donation must be reviewed by the Principal and then approved by Employee Services and the Payroll Department.

Rationale: These changes clarify the group that oversees the Sick Leave Donation Program and clarify that the group will convene upon CEO or CTU President request.

Article 21 (Leaves of Absence) Section 2 (Leave of Absence for Extended Illness) Paragraph A

Add sentence to end of existing paragraph A:

Medical documentation submitted by an employee to support their need for this Leave of Absence will not be included within the employee’s general personnel file. As a result, such documentation will not be subject to disclosure pursuant to a public records request for the employee’s general personnel file.

Rationale: This line memorialized a prior commitment found within the Guidelines for Donating Sick Leave. This information has been moved to this section as the more appropriate section for this commitment. While the parties understand some records may be subject to disclosure via a public records request, the parties agree these medical documents are not responsive to a records request asking for only a personnel file since these records are not a part of the personnel file.

APPENDIX K - GUIDELINES FOR DONATING SICK LEAVE

Employees of the Cleveland Metropolitan School District are granted a specified number of sick leave days each year, and unused days accumulate without limit. The District and Unions are cooperating with employees who wish to “donate” days from their accumulated totals to other employees who are in need of sick leave for a serious illness related to an approved leave of absence but who have exhausted their own supplies. ~~The District and Unions Joint Health Care Committee will continue to assess this program as it progresses.~~ Donated sick days used by a recipient represent an additional cost to the District. ~~Each day used costs the District 100% of the user’s daily rate, funds which would not have been expended if the sick day had remained in the donor’s accumulated total.~~ For this reason, and for the protection of both the donor and recipient, the District will regulate these transactions, in cooperation with the representative team described in Article 21, Section 1(F) of this agreement.~~Joint Health Care Committee.~~ The following guidelines will govern the practice of donating sick days.

1. Sick leave may be donated only to an employee who has been approved by the District for a Leave of Absence for Extended Illness, Parental Leave, or Family Care Giving. A recipient must be a member of an employee group participating in a Sick Leave Donation program. An employee must have exhausted their own sick leave balance before donated days will be applied to their account and may receive an annual total of no more than 50 donated sick days per fiscal year.
- ~~1. for a serious illness or injury of the employee or the employee's immediate family.~~
2. The request to donate sick days will be made by a sponsor employee who is not the intended recipient of the donated sick days. A sponsor's request to initiate a sick day donation solicitation shall be completed through an online donation process maintained by the District. A sponsor who initiates a sick day donation solicitation will receive an email requiring their validation of the request.
3. Upon a sponsor's validation of the donation request, confirmation emails regarding the donation request will be sent to the sponsor, recipient, recipient's supervisor, and identified potential donors. only on the official District form attached to these guidelines and must be reviewed by the employee's Supervisor.
- 2-4. Any employee who is a bargaining unit member of an employee group participating in a Sick Leave Donation program may donate to any other the recipient employee utilizing the online donation process. Donor employees must have an accumulated sick leave balance of fifteen (15) or more days in order to donate and must, after the donated days are subtracted, maintain a balance of at least fifteen (15) sick days. The total of an employee's sick day donations to all recipients may not exceed 5 days per fiscal year. A donor employee will confirm their donation offer through the online donation process.
- ~~3. For all occurrences of five (5) consecutive work days or more, recipients of donated sick days must file with the Division of Employee Services an application for medical leave, or a letter from their physician describing their condition and prognosis, or a copy of their application for disability leave. This information shall be segregated from the employee's general personnel file and will not be subject to disclosure pursuant to a public records request.~~
5. Upon exhaustion of accrued Sick Leave by the intended recipient, completed requests offers to donate sick days will be submitted from the Talent Department to the Payroll Department for review and processing. This review will include confirmation that the recipient, donor, and offered donations meet the qualification requirements of the program. by the Supervisor to the Division of Employee Services, which will check for medical leave or disability applications before forwarding them to the Payroll Division for processing.
6. The processing of approved donations will consist of the removal of donated days from the sick leave balance of the donor and the application of the donated days to the sick leave balance of the recipient.
 - a. A donor whose donation offer is processed will receive an email confirming the transaction, including the number of days donated.
 - a.b. The recipient of donated days will receive an email confirming the number of days received.
- ~~4. An employee may receive an annual total of no more than 50 donated sick days.~~
- ~~5. The total of an employee's sick day donations to all recipients may not exceed 5 days per year with the following additional limitation: Only employees with an accumulated sick~~

~~leave balance of 15 or more days may donate more than one day per year, and must, after the donated days are subtracted, maintain a balance of at least fifteen (15) sick days.~~

- ~~6.7.~~ The donation of sick days is irrevocable. Any donated days which are not used by the recipient will remain credited to the recipient's accumulated sick day total and will not be returned to the donor by the District.
- ~~7.8.~~ ~~Unused d~~Donated sick days will not count toward the severance pay of the recipient. The total of all donated sick days, whether used or not, will be subtracted from the recipient's sick leave balance at retirement.
- ~~8.~~ ~~Donations to either classified or certificated recipients are permitted, regardless of the classification of donor.~~
9. The donation of sick leave days by one employee to another is a charitable act to be undertaken at the sole discretion of the donor. No employee has a right to expect to receive donated days, and no undue pressure on employees to donate sick days to another employee will be allowed. Solicitation of sick days must be undertaken by a third party, not by the intended recipient.
10. The sick day donation process is a discretionary service; any employee's refusal to donate will not be subject to formal grievances.

Rationale: CTU and CMSD have decided to transition sick leave donation processes to an electronic system that is capable of providing appropriate notification to involved parties, including donors, recipients, sponsors, and supervisors. The parties expect this process to be more efficient. This process will apply to donations to CTU members only unless and until other bargaining groups / employee groups adopt similar language to implement this process for their members. This language clarifies who is eligible to receive or donate days, and does not change the number of days that can be donated, or the number of days a member is eligible to receive.

Shari Obrenski 2.27.24

Cleveland Teachers Union

ALDR 2-27-2024

Cleveland Metropolitan School District

Tentative Agreement on the Office of Contract Implementation, Written Reprimands, Grievances, and Timely Payments

Article 20, Section 1(C), Step 4

If an employee continues to demonstrate absence abuse despite written warnings and suspension, dismissal will be considered. A recommendation for such action by the Principal/administrative head of the department for a pre-termination hearing for the employee will be made to the Chief Talent Officer. If the Chief Talent Officer concurs with the recommendation, he/she will forward the recommendation to the District's hearing officer, the supervisor within the Office of Contract Implementation. The District's hearing officer will schedule a pre-termination hearing and advise all parties of the date, time and place of the hearing. Based on information presented at the hearing, the hearing officer will make recommendations to the Chief Talent Officer. The Chief Talent Officer will advise the Principal/administrative head of the department of appropriate next steps in accordance with the O.R.C. and the Agreement. The Chief Talent Officer will process appropriate paperwork if the decision is made to terminate the employee.

Article 12, Section 3 (B)

In the event it becomes necessary to assign, reassign, or transfer a teacher, whether voluntary or involuntarily on the part of the teacher, for the purpose of promoting the best interests of the District, ~~the Network Leader~~ the supervisor within the Office of Contract Implementation shall first meet with the teacher, the Principals of the affected buildings, and the CTU President or designee. The assignment, reassignment or transfer shall not be delayed due to the unavailability of the meeting participants who have been duly notified.

Article 18, Section 1 (F)

If an administrator determines, after a preliminary investigation, that an employee may have engaged in conduct that could lead to a recommendation for termination or disciplinary suspension without pay, the matter shall be referred to an administrator designated by the Chief Executive Officer (CEO) who shall not be the same administrator who conducted the preliminary investigation under Article 18, Section 1(D).

Prior to scheduling the hearing, if the CEO's designee determines the underlying conduct could be appropriately addressed by either no disciplinary action or a written reprimand, the CEO's designee may issue an addendum to the underlying Preliminary Investigation Determination either confirming no discipline will be issued or issuing the written reprimand. In such an event, no additional hearing will be required.

If the CEO designee believes termination or disciplinary suspension without pay may be warranted, the employee shall be entitled to a fact-finding hearing. ~~to determine if termination or disciplinary suspension without pay is warranted. The hearing shall be held before an administrator designated by the Chief Executive Officer (CEO).~~ Prior to the hearing, the ~~administrator designated by the CEO's designee~~ shall provide the employee with written notice of

the allegations and of the right to request representation by the CTU, and copies of any written evidence related to the allegations. The hearing shall be held within a reasonable period of time following the employee's receipt of the written notice of the allegations. The employee may have a representative of the CTU present at the hearing. During the hearing, the employee shall be given a meaningful opportunity to respond to the allegations, including the opportunity to submit additional evidence. Not later than ten (10) business days after the hearing, the ~~administrator designated by the~~ CEO's designee shall notify the employee in writing of their ~~administrator's~~ recommendation for discipline and the rationale for the recommendation, and shall provide a copy of the notification to the CEO.

Article 18, Section 2

A: No changes

B. Before such removal and reassignment occurs, the employee shall meet with the immediate supervisor or the supervisor within the Office of Contract Implementation ("OCI")~~Network Leader~~, be informed of the specific allegations being investigated, and have the opportunity to respond to the allegations. If the immediate supervisor or ~~Network Leader~~the supervisor within OCI finds sufficient cause, the ~~appropriate Network Leader supervisor within OCI~~ (only) or the CEO (only) may authorize such an emergency removal and reassignment. Before the end of the next school day, the immediate supervisor or ~~Network Leader supervisor within OCI~~ shall submit a written notice of the allegations to the employee.

C. ~~An Network Leader~~ The supervisor within OCI (only) or the CEO (only) shall authorize such an emergency removal and reassignment. If the member or the CTU believes that the emergency removal and reassignment was not necessary, the CTU may submit a grievance alleging the emergency removal and reassignment was unjustified and/or inappropriate. If the grievance is not sustained by the District, the CTU may proceed to expedited arbitration under Article 6.

D. ~~The appropriate Network Leader~~ The supervisor within OCI or other mutually agreed upon hearing officer shall convene a fact-finding hearing within five (5) school days after the employee has been removed and reassigned. Employees shall be entitled to due process protections during the fact-finding proceedings, which at a minimum shall include written notice of the allegations, the right to request representation by the CTU, and copies of any written evidence related to the allegations. The employee may have a representative of the CTU present at the hearing. During the hearing, the employee shall be given a meaningful opportunity to respond to the allegations, including the opportunity to submit additional evidence.

If a fact-finding hearing is not conducted within five (5) school days, then ~~the Network Leader~~ the supervisor within OCI or other mutually agreed upon hearing officer shall: (i) return the employee to his/her assignment and continue the investigation; (ii) request an extension under paragraph F below; or (iii) drop all charges. ~~The supervisor within OCI at Network Leader~~ or other mutually agreed upon hearing officer shall submit a written determination recommendation to Human Resources within ten (10) school days after the fact-finding hearing concludes or the charges will be dropped. The written determination will either 1) drop the charges, 2) issue a

written reprimand, or 3) recommend a disciplinary hearing be held by Human Resources. After receiving a recommendation from the Network Leader supervisor within OCI to initiate a disciplinary hearingaction, the responsible administrator within Human Resources shall conduct a disciplinary hearing within five (5) school days.

Each week, an OCI designee will provide the CTU President a list of all members currently reassigned via procedural protection. The list will include the member's name, the date of the reassignment, and the status of any timeline extension request or abeyance.

E – F: No changes

G. If the alleged misconduct also is the subject of criminal charges or is under investigation by the Department of Children and Family Services, then the disciplinary hearing proceedings described above shall be held in abeyance after the Network Leader supervisor within OCI submits his/her/their recommendation. The employee shall remain on reassignment until all criminal proceedings and/or DCFS investigation have been concluded, at which time the procedures described above shall be reinstated.

H – K: No changes

Article 7, Section 2 (B)

The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy. Personnel files shall not contain any unsubstantiated or false information. The burden of proof shall fall on the employee. Information found to be false or unsubstantiated shall be removed from said file. ~~Derogatory material not related to incidents substantiated at the level of Network Leader or central administration~~Derogatory materials or disciplinary materials and determinations related to incidents that were either unsubstantiated or resulted in only a written reprimand or lesser discipline –shall be deleted from an employee's personnel file after ~~five (5)~~three (3) years of employment with no reported derogatory incidents being placed in the file.

Appendix J - MEMORANDUM OF UNDERSTANDING BETWEEN THE CLEVELAND MUNICIPAL SCHOOL DISTRICT AND THE CLEVELAND TEACHERS UNION, AFT LOCAL 279, AFL-CIO REGARDING WORKDAY TIME ENTRY AND ABSENCE REPORTING.

Section B. (Supplemental Pay) New paragraph 8:

8. During the fall semester of the 2024-25 academic year, the Digital Class Size Overage Team will convene to continue discussions regarding the piloted online overage submission process. The team will evaluate and discuss options for expansion of the online overage submission process on a District-wide basis. Any joint recommendations from the team will be submitted to the CEO and CTU President for consideration. Based on the joint recommendation, the CEO and CTU President may mutually agree to modify the District's overage submission and payment processes.

Appendix J - MEMORANDUM OF UNDERSTANDING BETWEEN THE CLEVELAND MUNICIPAL SCHOOL DISTRICT AND THE CLEVELAND TEACHERS UNION, AFT LOCAL 279, AFL-CIO REGARDING WORKDAY TIME ENTRY AND ABSENCE REPORTING.

Section E (Training and Joint Workday Committee) New paragraph 4:

4. During the fall semester of the 2024-25 academic year, the Joint Workday Committee will convene to continue to resolve issues, discuss continuous improvement, and review functionality. At a minimum, the Joint Workday Committee will evaluate options for improving employee access to supplemental payment information. Any joint recommendations will be submitted to the CEO and CTU President for consideration. Based on the joint recommendation, the CEO and CTU President may mutually agree to related modifications.

All provisions of the CBA shall be in full force and in effect except those mutually agreed to be modified.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CLEVELAND MUNICIPAL SCHOOL DISTRICT AND
THE CLEVELAND TEACHERS UNION, AFT LOCAL 279, AFL-CIO
REGARDING THE OFFICE OF CONTRACT IMPLEMENTATION**

This Memorandum of Understanding between the Cleveland Municipal School District (“District”) and the Cleveland Teachers Union, AFT Local 279, AFL-CIO (“CTU”) memorializes the District and the CTU’s shared commitment to a collaborative working relationship.

The District and the CTU agree to the following:

1. During the 2024 negotiations, the District and CTU agreed to codify several roles and responsibilities of the Office of Contract Implementation (“OCI”) within the Collective Bargaining Agreement. Several other roles and responsibilities previously delegated to OCI have not been codified but will continue to be delegated to OCI as denoted within this MOU.
2. The supervisor within OCI or designee will have the duties and responsibilities otherwise designated to the Chief Talent Officer as set out in the following contractual provisions:
 - a. Article 2, Section 8(B)(1)-(2) – weekly grievance meetings with CTU
 - b. Article 6, Section 3 – Letter of inquiry
 - c. Article 6, Section 5, Step 2 - Step 2 grievance appeals
 - d. Article 6, Section 6, - grievance appeals of suspensions or terminations
 - e. Article 6, Section 11 – modification of grievance forms
3. The supervisor within OCI or designee will have the duties and responsibilities otherwise designated to the Director of Labor Relations as set out in the following contractual provisions:
 - a. Article 2, Section 8(B)(1)-(2) - weekly grievance meetings with CTU
 - b. Article 15, Section 32(B) - Article 15 grievances
4. The supervisor within OCI or designee will have the duties and responsibilities previously performed by the Network Leader/Assistant Superintendent as set out in the following contractual provisions:
 - a. Article 10, Section 3(D) - AS and 3rd Vice President decide additional planning period for IS if not resolved at the building
 - b. Article 15, Section 6 – mediation of student/teacher discipline issues if Chapter Chair involved
 - c. Article 15, Section 17 –Disciplinary Appeal Panel
 - d. Article 26, Section 2(A) - Standing Divisional Committee
5. For the purposes of Article 6, Section 5, Step 3 CEO’s designee shall not be a member of the Office of Contract Implementation.
6. Article 6, Section 12 – OCI shall receive electronic notification from the District Step 3 hearing officer at the same time such notice is provided to the CTU Director(s) of Grievances of the respective answers.

7. The supervisor within OCI will be the individual to interface with the CTU to determine what if any communications are necessary to implement the result of any grievance resolution.
8. Article 6, Section 13 – The supervisor within OCI will be designated each year to help ensure the timely payment of grievances.
9. The supervisor within OCI will be responsible for the implementation/communication of any Memoranda of Understanding between the CTU and CMSD.
10. The supervisor within OCI will facilitate prompt resolution of overpayment/underpayment issues. The CTU and CMSD will meet upon request by either party to discuss develop processes regarding who to report overpayment/underpayment to, steps for due process hearings, steps to resolve overpayment/underpayment, and method of communicating conclusion of process.
11. At the request of either party, the CTU President and CEO will revisit this MOU and may jointly revise this MOU to improve upon the effectiveness of OCI.
12. On a quarterly basis, the CTU Grievance Chair(s), the supervisor within OCI, and the supervisor of the supervisor within OCI will meet to discuss the Step 2 grievance and payment process, including opportunities to improve upon the effectiveness of OCI.

All provisions of the CBA shall be in full force and effect except those mutually agreed to be modified in this Memorandum of Understanding. If there are any conflicting provisions with the CBA, this Memorandum of Understanding shall take precedence over the CBA.

Rationale: The District and CTU have agreed to codify portions of the work designated to the Office of Contract Implementation that both parties agree have worked well since OCI's initial implementation in 2019. Other portions of OCI's work will remain memorialized through an MOU and represent portions of OCI's work the District and CTU are mutually committed to improving. The updated language is designed to provide the District the flexibility it desires to realign OCI to meet its obligations and to improve processes and outcomes for both the District and CTU. In addition, flexibilities in options to impose written reprimands without additional hearing in these scenarios where an underlying hearing has already taken place are intended to ensure fair and appropriate outcomes for members, and significantly reduce the associated time commitments for both the District and CTU. The agreement to remove written reprimands from personnel files if a member goes 3 years without incident is included due to the relationship of written reprimands within the greater context of the modification to the OCI.

This agreement also memorializes commitments to utilize existing committees to improve outcomes for CTU members.

During the 2024-25 academic year, the District will prioritize training and development of its Step 2 grievance hearing officers in understanding the areas of compensation and payroll in an effort to improve Step 2 grievance processes in responding to CTU questions about payment calculations and pay statuses.

Shawni Obrendki 5.6.24

CTU

Steven G. Morgan II
5/6/24
Cleveland Metropolitan School District

Section 10. Assault or Battery on an Employee

- A. A serious assault or battery includes (1) any deliberate inappropriate touching by a student or object that was under control of a student, which causes serious physical, psychological, or emotional harm; or (2) reckless conduct that causes serious physical, psychological or emotional harm.
- B. The procedure to be followed in cases of serious assault or battery on an employee by a pupil in the course of employment is:
1. Responsibility of the bargaining unit member: If a bargaining unit member believes that he or she has been seriously assaulted or battered by a student, the bargaining unit member shall complete a Pupil/Employee Incident Form and provide a copy to the Principal/Building Leader immediately, if able to do so, or as soon as possible. If the employee is unable to perform his/her duties, the office shall take appropriate steps to cover the employee's instructional responsibilities for the rest of the day and the employee is entitled to the rest of the day on assault leave. The Pupil/Employee Incident Form and the Article 15, Section 10 and 11 Serious Assault, Battery or Menacing Form are included in Appendix F. In any bargaining unit member assault incident, the Chapter Chairperson shall arrange for all necessary forms to be filed in a timely manner, and shall provide transportation and accompany any teacher (both released on school business) testifying in a court of law regarding a student incident at the school.
 2. Responsibility of the Principal/Building Leader after receiving a copy of the Pupil/Employee Incident Form:
 - a. When a serious assault or battery is alleged, the Principal/Building Leader shall immediately initiate an investigation utilizing the District's Division of Safety and Security. This investigation shall include obtaining statements from the employee, the student(s), and any witnesses to the incident. Principals/Building Leaders faced with a serious problem, threatening the security of school personnel or property, are authorized to call the Cleveland Police Department, requesting immediate assistance.
 - b. The investigation shall be completed within two (2) business days of the time the bargaining unit member submits the Pupil/Employee Incident Form. During the investigation, the student shall not be assigned to the impacted bargaining unit member's class.
 - c. Following the investigation, the Principal/Building Leader shall immediately conduct a due process hearing to determine if a serious assault or battery occurred. The Principal/Building Leader shall then complete and submit the Article 15, Section 10, Serious Assault, Battery or Menacing Form.
 - d. If the Principal/Building Leader determines that a serious assault or battery occurred, the Principal/Building Leader shall immediately suspend the student for ten (10) days and notify the student's parents. However, the Principal/Building Leader may elect to issue a suspension of fewer than ten (10) days only if the Office of Student Hearings and Appeals first confirms to the Principal / Building Leader that any required involuntary transfer of the student will be completed before the end of the lesser-duration suspension. In addition, the Principal/Building Leader shall submit the Article 15, Section 10 and 11, Serious Assault, Battery or Menacing Form to the Division of Pupil Personnel, Office of Hearings and Appeals, so the student can be assigned to another placement following the conclusion of the suspension. The Serious Assault,

Battery or Menacing Form shall include the definition of assault or battery as defined above. In addition, if the Principal/Building Leader either recommends expulsion or other interventions in addition to the suspension, the Principal/Building Leader shall complete a Student Administrative Intervention Form (SAIF) and forward the SAIF, along with a copy of the file, to the Division of Pupil Personnel, Office of Hearings and Appeals.

- e. ~~Consistent with the Family Educational Rights and Privacy Act (FERPA) and O.R.C. 3319.321, the Principal/Building Leader shall provide an electronic copy of his or her findings to the bargaining unit member, and the Chapter Chairperson, and the CTU President/designee. These findings shall include redacted copies of any written referral to the Division of Pupil Personnel, Office of Hearings and Appeals, the Incident Report Form, all witness statements, any reports or findings from Safety and Security, and the Principal/Building Leader's determination. Such copies may constitute student educational records and remain subject to disclosure or release restrictions under the Family Educational Rights and Privacy Act (FERPA) and O.R.C. 3319.321.~~
 - f. ~~If the Principal/Building Leader determines that a serious assault or battery did not occur, the Principal/Building Leader will determine whether the student otherwise engaged in inappropriate behavior. If the Principal/Building Leader determines the student did otherwise engage in inappropriate behavior, the Principal/Building Leader will identify the corresponding level of infraction and issue a corrective action in accordance with the Code of Conduct. The Principal/Building Leader will inform the bargaining unit member and Chapter Chairperson of the identified inappropriate behavior, the corresponding infraction level, and the issued corrective action.~~
 - f. ~~If the CTU believes that Article 15, Section 10 has not been followed, the CTU may file a grievance pursuant to Section 33 of this Article within five (5) days of the bargaining unit member and CTU President/designee receiving notification of the pPrincipal/bBuilding Leader's determination. , the employee may request that the Network Leader or designee review the facts and render a decision. In such case, the Principal/Building Leader shall provide a complete copy of his or her investigation, including any related paperwork, to the grievance hearing officer. Network Leader. (See MOU on Contract Implementation)~~
 - g. If the assailant has left the premises, the police shall be called and notified, and if the employee requests, a staff individual of the assaulted employee's choice with the Principal's approval may accompany the employee to the police station and/or for medical assistance.
3. ~~Responsibility of the Network Leader after receiving a request for review from a bargaining unit member:~~
- a. ~~The Network Leader shall review all materials provided by the Principal/Building Leader and shall determine whether a serious assault or battery occurred. If the Network Leader determines that a serious assault or battery occurred, the Network Leader shall either follow the procedure outlined in Sections 2(d) and (e) above, or shall direct the Principal/Building Leader to do so. This process shall be completed in no more than two (2) working days from the date the bargaining unit member requests that the Network Leader or designee review the facts and render a decision.~~
 - b.h. ~~If the Network Leader determines that a serious assault or battery did not occur, the bargaining unit member may file a grievance related to the incident, pursuant to Article 15, Section 32.~~

~~The bargaining unit member shall, upon request, and consistent with the mandates set forth in FERPA and O.R.C. 3319.321, be provided with redacted copies of the Pupil/Employee Incident Form, all witness statements, and any report or findings from Safety and Security and the Principal/Building Leader's determination or Network Leader's determination.~~

4.3. Responsibility of the Division of Pupil Personnel:

- a. If the Division of Pupil Personnel, Office of Hearings and Appeals, receives a copy of the Article 15, Section 10 and 11, Serious Assault, Battery or Menacing Form requiring the involuntary transfer of the student, it shall make immediate arrangement for the student to be assigned to another placement following the conclusion of the suspension.
- b. If an appeal has been filed by the student and/or parent/guardian, the Office of Hearings and Appeals shall review the matter, but the review shall be limited to the determination as to whether the student received due process at the building level.
- c. If the Division of Pupil Personnel, Office of Hearings and Appeals received a SAIF, it shall conduct a due process hearing, if necessary, and upon review of the facts, a determination will be made for a referral to Juvenile Court and/or disposition by the District.

5.4. Under no circumstances shall a student who has been found to have committed a serious assault or battery on a bargaining unit member be returned to the school either that school year, or any other school year, without the written agreement between the assaulted member (if still at the school), the receiving member(s), the Chapter Chairperson and the Principal/Building Leader.

C. Copies of all Article 15, Section 10 and 11, Serious Assault, Battery or Menacing Forms, with the attached Pupil/Employee Incident Forms, shall be forwarded to the President of CTU on a monthly basis by the Office of Safety and Security.

~~D. If the CTU believes that Article 15, Section 10, has not been followed, the CTU may file a grievance pursuant to Section 32 of this Article.~~

Section 11. Menacing

A. The procedures for serious assault and battery, set forth in Section 10 above, shall also be followed in cases of serious menacing of an employee by a pupil in the course of employment. For purposes of this section, "Serious Menacing" is defined as the pupil making a threat of serious physical, psychological, or emotional harm, orally or in writing, directed to the bargaining unit member or a member of the bargaining unit member's family.

Under no circumstances shall a student who has been found to have committed a serious menacing on a bargaining unit member or member's family be returned to the school either that school year, or any other school year, without the written agreement between the menaced member (if still at the school), the receiving member(s), the Chapter Chairperson and the Principal/Building Leader. If the student is to remain, then the affected member, the Chapter Chairperson and the Principal/Building Leader may mutually agree to a suspension of fewer than ten (10) days.

B. Copies of all Article 15, Section 10 and 11, Serious Assault, Battery or Menacing Forms, with the attached Pupil/Employee Incident Forms, shall be forwarded to the President of CTU on a monthly basis by the Office of Safety and Security.

~~C. If the CTU believes that Article 15, Section 11, has not been followed, the CTU may file a grievance pursuant to Section 32 of this Article.~~

PUPIL – EMPLOYEE INCIDENT FORM

Article 15, Section 10 and 11 of the CBA – Serious Assault, Battery, or Menacing

THIS FORM IS TO BE COMPLETED BY THE EMPLOYEE

The definition of “serious assault or battery” in Article 15, Section 10 of the Collective Bargaining Agreement includes (1) any deliberate inappropriate touching by a student or object that was under control of the student, that causes serious physical, psychological, or emotional harm; or (2) reckless conduct that causes serious physical, psychological or emotional harm.

The definition of “serious menacing” in Article 15, Section 11 of the CBA includes a threat of serious physical, psychological, or emotional harm, orally or in writing, directed to the bargaining unit member or a member of the bargaining unit member’s family.

Date of Report	Date and Time of Incident
Employee Name	Employee Position
Student Name	School
Type of Incident (circle) Serious Assault/Battery Serious Menacing	Name of witnesses, if any:
Were you injured?	Type of Injury:
Was Treatment Required?	Type of Treatment:
Was a weapon used?	Type of weapon used:
Was a weapon threatened?	Type of weapon threatened:

If the Principal determines a Serious Assault/Battery of Serious Menacing occurred, the Building Administrator, Chapter Chairperson, and assaulted or menaced Employee will meet within five workdays of the Employee’s filing of the Pupil/Employee Incident Form to determine whether the student can remain in their present placement.

EMPLOYEE STATEMENT OF INCIDENT: _____

EMPLOYEE SIGNATURE

DATE

SERIOUS ASSAULT, BATTERY, OR MENACING REPORT
Article 15, Sections 10 and 11 of CBA

THIS FORM IS TO BE COMPLETED BY A SCHOOL PRINCIPAL/BUILDING LEADER ONLY

Staff Member Name	Student Name	Principal Name
Staff Member Position	Student ID Number	Date of Incident
School of Incident	Student Date of Birth	Date Pupil/Employee Incident Form Submitted to Principal
Description of Student Conduct		

The definition of "serious assault or battery" in Article 15, Section 10 of the CBA includes (1) any deliberate inappropriate touching by a student or object that was under control of the student, that causes serious physical, psychological, or emotional harm; or (2) reckless conduct that causes serious physical, psychological or emotional harm.

The definition of "serious menacing" in Article 15, Section 11 of the CBA includes a threat of serious physical, psychological, or emotional harm, orally or in writing, directed to the bargaining unit member or a member of the bargaining unit member's family.

- 1) Did the employee report an injury? YES NO If yes, type: _____
- 2) Was treatment required? YES NO If yes, type: _____
- 3) In the opinion of the principal, was this a serious assault/battery or serious menacing? YES NO

Only fill out this space if "NO" to number 3 (a serious assault/battery or serious menacing did not occur):

- 4) Did the student otherwise engage in inappropriate conduct? YES NO

If yes, the principal must inform, in writing, the member and Chapter Chairperson of the determined inappropriate conduct, corresponding infraction level, and corrective action taken within two days of the determination.

Regardless of outcome, sign determination and return copy to the Employee, Chapter Chair, and CTU President's designee (James.Wagner@clevelandmetroschools.org).

 PRINCIPAL SIGNATURE OF DETERMINATION

 DETERMINATION DATE

Only work below this line if "YES" to number 3 (a serious assault/battery or serious menacing occurred):

If the Principal determined a Serious Assault/Battery of Serious Menacing occurred, the Building Administrator, Chapter Chairperson, and assaulted or menaced Employee will meet within five workdays of the Employee's filing of the Pupil/Employee Incident Form to determine whether the student can remain in their present placement.

- 5) Did the Employee, Principal, Chapter Chair, and Receiving Teacher agree for the student to remain at the building?
 YES NO If yes, have parties sign agreement for the student to remain at the building:

 PRINCIPAL

 STAFF MEMBER

 CHAPTER CHAIR

 RECEIVING TEACHER

If a serious assault/battery or menacing occurred and the student is to be transferred, send a copy of this form and the Pupil/Employee Incident Form to the Office of Student Hearings and Appeals (April.Daniels@ClevelandMetroSchools.org).

Rationale: The District and CTU have agreed to remove the prior appeals step in the Article 15, Sections 10 and 11 process in order to streamline and expedite the process of a member's serious assault/battery or menacing concern. These changes reinforce that inappropriate conduct by students must be addressed by principals, even if an underlying incident may not meet the definition of a serious assault/battery or menacing. This language provides additional feedback to a member and Chapter Chair in such situations by requiring a principal to confirm whether underlying inappropriate conduct occurred and how it was addressed. Grievances relating to Article 15, Sections 10 or 11 must be filed within the 5-day period that used to apply to the appeal process timelines. The related forms have been revised to better align with the contractual process and remove identification of unnecessary personal information.

Shawn Obrowski 3.22.24
Cleveland Teachers Union

ADD [Signature] 3-22-2024
Cleveland Metropolitan School District

Tentative Agreement – Administrator Designed Professional Time

Article 9, Section 2: School Start Times

A. School Start Time.

1. ~~Beginning with the 2019-2020 school year, a~~All teachers, except as noted in paragraph 2 below will have a 400 minute student instructional day, with ~~100-50~~ minutes of administrator designed professional time weekly as defined below. Each day shall include:
 - 10 minutes of unassigned time before start of instructional day*;
 - 40-minute uninterrupted duty-free lunch;
 - 1 planning period (at PreK-8, fifty (50) minutes) during each student instructional day;
 - ~~100-50~~ minutes per week “administrator-designed professional time” as defined below.
2. Teachers at Louisa May Alcott will be exempt from the ten (10) minutes unassigned time at the start of the instructional day noted in paragraph 1, above, and will maintain the building substitutes as follows:

Enrollment up to 300	1 Building Sub
Enrollment 301-600	2 Building Subs
Enrollment 600+	3 Building Subs

Participation in the administrator designed professional time is mandatory and members are expected to fully participate in the professional experiences that are relevant to their position. The administrator designed professional time will be scheduled immediately before or after the student school day, Tuesday ~~and or~~ Wednesday, in a single fifty (50) minute increments unless a different time frame is approved via the Academic Achievement Plan (AAP). Through the AAP process, schools may also schedule the administrator designed professional time within an extended student day. This administrator designed professional time will be reflected in the school’s master schedule.

The Principal, Chapter Chairperson, and Academic Progress Team (APT) (Appendix Q) are responsible for seeking input from staff to align administrator-designed professional activities to meet the needs of the building staff. This input will be considered by the administration when scheduling the ~~100-50~~ minutes of administrator-designed time for

professional activities as outlined below. The parties recognize that reasonable modifications to the scheduled professional activities may be required. These are allowable after consultation with the APT.

The ~~100-50~~ minutes of administrator-designed professional time shall be used for:

1. Team Time (which can include grade-level teams, committee meetings, vertical planning, and must include state-mandated programs or initiatives such as Teacher Based Teams)
2. General Collaboration
3. Professional Development
4. Student Support Team (SST)
5. New Program
6. Professional Learning Community
7. Faculty Meeting. (The Union shall have input into the agenda of the meeting. The last ten (10) minutes of the meeting shall be devoted to Union business.)
8. Individual teacher meetings/conferences.

If a school's calendar exceeds the standard workday or work year, appropriate compensation will be determined consistent with Article 30.

No teacher's current salary will be reduced as a result of this standard workday if the teacher's assignment remains unchanged. Upon ratification of the new contract, teachers accepting assignments to schools that operate outside of the standard workday will be compensated as described above.

*The ten (10) minute report time does not include the following bargaining unit members as their work day is 7 hours and 45 minutes: paraprofessionals, sign language/educational interpreters, and other classified employees.

Article 9, Section 4(F)(7)

~~Through the end of the 2024-25 regular academic year, For purposes of calculating additional minutes, a teacher's daily rate will be divided by 420 minutes, which is the standard teacher workday outlined in Section 2 of this Article. The 420 minutes for the additional minute calculation is~~ based upon the weekly average of five 400 minutes student instructional days per week plus the ~~100-50~~ weekly minutes of administrator designed professional time, plus

50 minutes of administrator designed professional time that were removed effective July 1, 2024.

Beginning with the 2025 summer school session, for purposes of calculating additional minutes for teachers not at extended day schools, a teacher's daily rate will be divided by 410 minutes, which is the standard teacher workday outlined in Section 2 of this Article. The 410 minutes for the additional minute calculations are based upon the weekly average of five 400 minutes student instructional days per week plus the 50 weekly minutes of administrator designed professional time. Teachers at extended day schools will continue to have their daily rate divided by 420 minutes for purposes of calculating additional minutes.

Article 9, Section 4(G)(3) Assigned Time and Substitute Duties at the Secondary Schools.

a. A traditional high school schedule shall include a 400-minute student instructional day with ~~100~~50 minutes of administrator designed professional time per week, the 300 daily minutes of assigned time, inclusive of passing time, may include up to six (6) instructional and/or non-instructional assignments (or the block equivalent). If a teacher accepts a seventh (7th) assignment (instructional or non-instructional), the teacher will be compensated as per Section 12 below. If a teacher chooses to accept more assigned time on one (1) or more days of the week in exchange for less assigned time on other days, the total assigned time for the week shall not exceed 1,500 minutes, based on six (6) assignments.

b. An extended day high school schedule shall include a 430-minute student instructional day with ~~100~~50 minutes of administrator designed professional time per week, the 330 daily minutes of assigned time, inclusive of passing time, may include up to seven (7) instructional and/or non-instructional assignments (or the block equivalent). The seventh (7th) assignment will be paid as per Section 12 below. If a teacher has six (6) or fewer assignments, the additional thirty (30) minutes will be paid at the prorated daily rate. If a teacher accepts an eighth (8th) instructional or non-instructional assignment, the teacher will be compensated as per Section 12 below. If a teacher chooses to accept more assigned time on one (1) or more days of the week in exchange for less assigned time on other days, the total assigned time for the week shall not exceed 1,650 minutes, based on seven (7) assignments.

c. In extended day high schools where a teacher's workday exceeds the minutes outlined in Section 3 B above, the teacher will be paid at the teacher's prorated daily rate for those minutes in addition to any assignment compensation per Section 12 below.

d. Teacher-assigned time at the high schools shall not exceed 300 minutes per day, at traditional high schools or 330 minutes per day at extended day high schools, and shall include all assignments, passing time and homerooms/advisories. Homerooms/advisories shall be ungraded and shall not require lesson plans. Homerooms/advisories that exceed

twenty (20) total minutes shall constitute an assignment for purposes of calculating additional compensation in Section 12 below.

e. Teachers shall not be required to perform substitute duties for absent teachers during the period in which they have instructional duties, except in extreme emergency situations. Mutual agreement is required for a teacher to serve as a substitute teacher.

f. Any modifications to the above instructional times may be modified through the AAP process or an MOU.

g. Through the end of the 2024-25 regular academic year, Ffor the purposes of calculating additional minutes, a teacher's daily rate will be divided by 420 minutes, ~~which is the standard teacher workday outlined in Section 2 of this Article. The 420 minutes for the additional minute calculation is~~ based upon the weekly average of the five 400 minute student instructional days per week plus the 100-50 weekly minutes of administrator designed professional time, plus 50 minutes of administrator designed professional time that were removed effective July 1, 2024.

Beginning with the 2025 summer school session, for purposes of calculating additional minutes for teachers not at extended day schools, a teacher's daily rate will be divided by 410 minutes, which is the standard teacher workday outlines in Section 2 of this Article. The 410 minutes for the additional minute calculations are based upon the weekly average of five 400 minutes student instructional days per week plus the 50 weekly minutes of administrator designed professional time. Teachers at extended day schools will continue to have their daily rate divided by 420 minutes for purposes of calculating additional minutes.

Shari Obrendki 5.6.24

CTU

Walter G. Margo II 5/6/24
Cleveland Metropolitan School District

Rationale: The District and the CTU have agreed to reduce the amount of administrator designed professional time teachers are required to participate in. The reduction of these minutes is intended to provide additional flexibility to teachers to perform necessary functions, including non-instructional tasks such as assignment grading, while still providing administrators time to complete work and training that occurs outside the classroom.

Although the workday will remain at 400 minutes with one day per week being extended by 50 minutes for the remaining administrator designed professional time, resulting in an average work day of 410 minutes, 420 minutes will be used to calculate compensation for extra minutes at

extended day schools and, beginning with the summer of 2025, 410 minutes will be used for teachers not at extended day schools.

Article 9, **Section NEW:** Virtual Professional Development

- A. Members will be released from their regular assignment(s) for District mandated/required virtual professional development for the duration of the virtual professional development activity. Members are not responsible for student supervision and/or their regular duties during that time. The District will provide an uninterrupted space for the member to complete the virtual professional development.

- B. If the mandated/required professional development is virtual, without an in-person component for the individual member's entire work day, members are permitted to attend the professional development at an alternative location from their regularly assigned building, including their home. The District will not schedule an in-person portion on all day professional development day for the purpose of preventing the day from being an all-day virtual professional development opportunity. If a member has an after-school supplemental assignment, that member must attend the professional development either at the school or at an alternative location that will enable the member to be present at the scheduled start time of the supplemental activity.

- C. Members attending an all-day virtual professional development as set forth in subsection B above, will use an electronic sign-in form for attendance verification and awarding professional development hour credits.

(Article 9, Section NEW, page 35)

Rationale: The District and Union recognize the importance of uninterrupted time for professional development activities. The reference to uninterrupted space in the new CBA language is not intended to prevent a building leader/principal from visiting the space during professional development. However, the professional should not be interrupted during this time in order to ensure the professional is able to engage with the professional development.

When a bargaining unit member is attending a virtual professional development activity from an alternative location, the member will ensure it is an appropriate and safe work environment with internet connectivity.


Shari Omendy 3.22.24
Cleveland Teachers Union


3-22-24
Cleveland Metropolitan School District

Article 30, **Section NEW:** Pumping and Storing Breast Milk

Nursing CTU members are entitled to receive related accommodations for a period of up to one calendar year following childbirth. A member requesting these supports will notify a District designee within the Talent Department when a need for nursing supports is anticipated. The Talent Department designee will also review information and resources regarding these supports with members who process a leave of absence for childbirth.

The Talent Department designee will support in ensuring the following are provided, if needed:

- 1) A secure location, other than a bathroom, that is shielded from view and free from intrusion from coworkers, students, and the public for the member to express breast milk. The Talent Department designee will support in identifying an appropriate location through consultation with the member, the member's supervisor, and member's chapter chair.**
- 2) Reasonable break times for a nursing member to express breast milk each time the member needs to express breast milk. The Talent Department designee will support in identifying with the member, member's supervisor, and member's chapter chair whether scheduling adjustments might be reasonably available to support the anticipated nursing need.**
- 3) A District-provided refrigerator for the sole purpose of storing breast milk. The Talent Department designee will support in identifying the appropriate District-identified location for the refrigerator.**

(Article 30, Section NEW, p. 137-142?)

Rationale:

The provisions within this section are designed to confirm compliance with the PUMP Act. If a member needs the related accommodations beyond one calendar year following childbirth, such accommodations will be reviewed on a case-by-case basis. The provision of a sole-purpose refrigerator will provide an additional benefit to employees not included in the PUMP Act.

Shawn Omenski 2.27.24

Cleveland Teachers Union

Art Dho 2-27-2024

Cleveland Metropolitan School District

**ARTICLE 12 - HIRING, ASSIGNMENT, AND TRANSFER
PROCEDURES**

Section 2. Necessary Transfers.

B. Determining Candidates for Necessary Transfers.

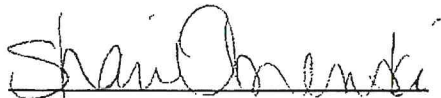
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6. Secondary schools (middle and high schools) will apply number 5 above in necessary transfers on a departmental basis.

Elementary schools and K-8 schools will apply number 5 above in necessary transfers on a school basis, except in Kindergarten, Child Development, Special Education and Special Subject (ESP) Areas. For the purpose of this section all Intervention courses are to be considered in the regular education department.

In Kindergarten, Child Development, Special Education, and Special Subject (ESP) Areas, number 5 above will be applied on a departmental basis within the school.

Rationale: This eliminates Kindergarten as a separate department and will include Kindergarten with grades 1-8 for staffing purposes. This change aligns with the types of teaching licenses issued in Ohio.



Cleveland Teachers Union 4.2.24



Cleveland Metropolitan School District

Tentative Agreement – LPNs

Article 23, Section 3. School Nurses

- K. RSNs and LPNs shall be provided 40 minutes of uninterrupted lunch time. Specific time is to be agreed upon with the Principal.

Article 25, Section 3

- H. LPNs shall ~~be assigned to work the same hours as RSNs seven and three-fourths (7-3/4) hours per day, excluding lunch (38-3/4 hours per week)~~. A minimum of ~~thirty-fourty (340)~~ minutes uninterrupted unpaid time shall be provided each day for lunch for all full-time LPNs.

If a LPN's manager requests the LPN to work additional time beyond their ~~7 3/4~~ scheduled hours and the LPN agrees to work the requested additional time, including during their unpaid lunch time, the LPN will be paid for this additional time. The LPN will be paid at his/her regular hourly rate for additional time beyond ~~38.75~~ their scheduled hours ~~hours in a week~~ up to forty (40) hours. In accordance with the Fair Labor Standards Act, time worked in excess of forty (40) in a week will be paid at time and one half of the employee's regular hourly rate. All additional time must be approved in advance by the LPN's manager.

- I. LPN's shall not be used to perform work normally performed by regular office clerical staff, lunch aides, custodial staff or security guards.
- J. Any LPN not notified of a layoff by May 15 of any year is guaranteed employment for the following year, except in cases of termination for cause through due process. LPN shall be sent notice of personnel action.
- K. LPN Personal Needs. LPNs shall be provided reasonable opportunities to attend to personal needs during the course of the working day. LPNs are entitled to one (1) scheduled break of fifteen (15) minutes to attend to personal needs. ~~In addition, each LPN is entitled to a second scheduled break of an additional ten (10) minutes for personal needs. Where possible, this ten (10) minute break will be scheduled adjacent to their scheduled lunch.~~ These breaks will be scheduled mutually by the LPN and the principal.
- L. ~~LPNs will be paid at Pay Class for PCIA, OT/PT Assistant etc. in Appendix A:-~~

Shan Dorenoki 5.16.24

CTU

Thomas G. Morgan II
5/16/24
Cleveland Metropolitan School District

CTU 7 - Paraprofessionals

Article 24, Section 1 (T(existing)) and (U(new)).

- T. Paraprofessionals Assigned to special education Classes. Paraprofessionals assigned to special education classes shall receive training as defined by an ad-hoc committee under the supervision of the Joint Special Education Committee (JSEC) during the professional days included in the District and/or building calendar.
- U. Notice of School Year assignment. Paraprofessionals will be informed of their classroom assignment for the forward-upcoming school year as soon as possible in the preceding school year. For any changes made after the end of the school year, all paraprofessionals affected shall be notified in writing as soon as possible. Paraprofessionals will be informed of any other assigned responsibilities no later than the last professional day before students are to report.

Article 24, Section 2

There are voluntary professional development days for paraprofessionals and occupational/physical therapy assistants. The first day will be contiguous with the first day of the school year and the remaining two (2) voluntary professional development days will be scheduled by individual school buildings as determined by written mutual agreement between the Principal and the UCC. These days/hours shall not be used for custodial or clerical responsibilities. The first voluntary professional development day shall be reserved for professional development. The remaining two (2) voluntary professional development days shall be reserved for professional development and/or community engagement activities. As an example, these days may be scheduled on Saturdays, evenings or during the summer. These three (3) voluntary professional days shall be paid at the participants' daily rate. A committee to plan the first voluntary professional development day will consist of the following: a K-8 Principal, a High School Principal, and three other CEO designees, along with the Paraprofessional Chapter Chairperson, and four (4) Paraprofessionals selected by the CTU President.

Rationale: These changes reflect a commitment to ensure paraprofessionals receive timely information about their assignment/responsibilities and appropriate professional development opportunities.

Article 13, Section 2 (F), new subparagraph 5-8 (all others move down)

5. The completion of an evaluation is the mutual responsibility of both the employee and the evaluator.

6. In the event an evaluator fails to 1) schedule any of the required evidence conferences or 2) complete any of the required evidence conferences with a paraprofessional after the paraprofessional has submitted their evidence and self-assessment, the paraprofessional will receive a default rating of either Skilled or their most recent earned Effectiveness Rating, whichever is higher.

7. In the event the paraprofessional fails to complete their required portions of the evaluation process despite the evaluator having scheduled or completed the corresponding evidence conference, the paraprofessional will be assigned an Effectiveness Rating of Developing.

8. In the event an evaluator fails to complete a final composite evaluation of a paraprofessional despite the paraprofessional having successfully completed their portions of the evaluation process, the paraprofessional will be awarded a default rating of either Skilled or their most recent earned Effectiveness Rating, whichever is higher.

Rationale: This language reiterates the importance of both a member and their evaluator to fully participate in the evaluation process and confirms appropriate outcomes when either party fails to complete their portions of the evaluation process. This language is designed to identify an appropriate default rating based on whether the reason for the evaluation not being completed is attributed to the evaluator or the paraprofessional. This language also removes negative outcomes paraprofessionals otherwise suffered when their evaluators failed to meet their evaluation obligations, such as eligibility for tuition reimbursement and paid student teaching opportunities under the teacher track program identified in Appendix C.

Appendix C. Paragraphs 3 and 4:

3. Tuition Reimbursement

In support of the Paraprofessional-to-Teacher Program, the District will allocate \$75,000 per year for reimbursing tuition costs to paraprofessionals who are pursuing degrees/licensure to become teachers. Paraprofessionals will be eligible for up to \$750 per semester (\$1,500 per year) for tuition reimbursement. Unused funds at the individual paraprofessional level or aggregate level will not accumulate into future years. The following table provides the eligibility and reimbursement criteria:

ELIGIBILITY	REIMBURSEMENT CRITERIA
<ul style="list-style-type: none"> Completed Paraprofessional-to-Teacher Program application 	<ul style="list-style-type: none"> Course(s) must be part of the individual's approved course of study to become a licensed teacher, including student teaching.
<ul style="list-style-type: none"> Full-time paraprofessional 	<ul style="list-style-type: none"> Reimbursement request must be submitted within 60 days of final grades.
<ul style="list-style-type: none"> Currently employed with minimum of 4 2 years' experience in CMSD <u>with an evaluation rating of "Accomplished" or "Skilled" who did not earn a rating of Ineffective or Developing in the preceding school year.</u> 	<ul style="list-style-type: none"> Tuition receipts must be submitted as proof of payment along with the course description and syllabus.
<ul style="list-style-type: none"> 4-year Educational Aide Permit (State of Ohio) 	<ul style="list-style-type: none"> A grade of "B" or better must be attained for each course take for tuition reimbursement.
<ul style="list-style-type: none"> Enrolled in a college or university school of education 	<ul style="list-style-type: none"> The course(s) must not be taken for required remediation.

The Talent Department, at their sole discretion, may grant tuition reimbursement eligibility to a paraprofessional who does not otherwise meet the above criteria.

4. Student Teaching

Paraprofessionals that have completed all educational course requirements of the licensing college/university, except student teaching, will be granted paid education leave in accordance with the college/university structure of semesters or quarters. Every effort shall be made to assign the member on educational leave to a location other than the current worksite. If returning to paraprofessional position, the paraprofessional will be returned to their current worksite at the conclusion of student teaching.

To become eligible for 15 weeks of paid educational professional leave, paraprofessionals must complete an Education Leave of Absence application in Workday which will show acceptance from their college/university that they have been approved for student teaching. Paraprofessional shall apply for an Education Leave of Absence six months prior to the start of their student teaching. This will ensure a substitute paraprofessional can be hired before the start of the approved professional leave.

ELIGIBILITY	REQUIREMENTS
<ul style="list-style-type: none"> • Full-time paraprofessional 	<ul style="list-style-type: none"> • Completed Paraprofessional-to-Teacher Program application
<ul style="list-style-type: none"> • Currently employed with minimum of 4 years' experience in CMSD <u>with an evaluation rating of "Accomplished" or "Skilled" and did not earn a rating of Ineffective or Developing in the preceding school year.</u> 	<ul style="list-style-type: none"> • Completed and approved Education Leave of Absence application in Workday
<ul style="list-style-type: none"> • 4-year Educational Aide Permit (State of Ohio) 	
<ul style="list-style-type: none"> • Completion of 45 quarter hours or equivalent of 60 semester hours (acceptance into a college or university school of education) 	
<ul style="list-style-type: none"> • Proof of acceptance into a college or university school of education's student teaching program 	

Rationale: The provisions of Appendix C are designed to support the development of paraprofessionals towards future teaching positions. Tuition Reimbursement and Student Teaching eligibility are contingent upon a minimum evaluation rating of 'Skilled'. Where there is an absence of an evaluation rating at no fault of the employee, the District and the CTU aim to ensure that no harm occurs towards continued benefits of the program.

Shari Obrendi 3.22.24
Cleveland Teachers Union

ADB 3-22-2024
Cleveland Metropolitan School District

Tentative Agreement – Substitutes

Article 23, Section 9(G):

A Principal has the option to request a substitute teacher not return to the school. For a substitute on a daily assignment, tThis request must be made to Human Resources on the proper form (Appendix F) and within two (2) working days of the substitute’s assignment to the school. For a substitute who has been assigned to a “short term assignment” as defined in subsection K(b), below, or a “long term assignment” as defined in subsection (K)(c), below, this request must be made within five (5) working days of the substitute’s assignment to the short-term or long-term assignment. Within five (5) working days of receiving the “do not return” form, Human Resources will send to the substitute a copy of the submitted allegation and directions on how to respond to the allegation. (See Article 7, Section 2 of this Agreement.) This response must be initiated by the substitute in a written rebuttal and submitted to Human Resources within five (5) working days of the receipt of the notification. When a substitute within one (1) school year receives three (3) “do not return” forms from three (3) individual schools, Human Resources will conduct a hearing with the substitute to discuss this issue with the substitute and Union representative. Following this hearing, Human Resources will determine if remedial action is necessary. This action may include job assistance or non-reappointment by June 1.

Rationale:

The parties are committed to ensuring that substitutes in short-term and long-term assignments are the best fit for the assignment. The new language is not intended to harm substitute teachers but rather to ensure that substitute teachers are properly assigned for student academic success.

Shant Dwendki 5.6.24

CTU

Warren G. Morgan II 5/6/24
Cleveland Metropolitan School District

Tentative Agreement – New Teacher Pre-Service Training

Article 31, Section 4: New Teacher Pre-Service Training

Certificated/licensed bargaining unit members new to the District are required to report for pre-service training The pre-service training will be paid at the In-Service Workshop and Curriculum Rate identified in Appendix A. which is included in their base compensation.

Shawn Dorenski 5.6.24

CTU

Glenn G. Moxley II 5/6/24
Cleveland Metropolitan School District

Rationale: The District and CTU have agreed that new employees who are required to attend pre-service training will be paid for attending the training. The District is retaining its discretion to determine whether to require and the appropriate duration of pre-service trainings.

Tentative Agreement - Wages and Duration

Article 31, Section 2(A)

The Cleveland Differentiated Compensation System (CDCS) schedule for certificated/licensed bargaining unit members, and all other salary schedules and all differentials including supplemental differentiated stipends ~~(excluding the winter and spring athletic coaches governed by Article 23, Section 20(B)(3)(g))~~ shall be increased by ~~three~~ four percent (~~3.04.0~~%) effective July 1, 2024~~1~~. Effective July 1, 2025~~2~~, the Cleveland Differentiated Compensation System (CDCS) schedule for certificated/ licensed bargaining unit members, and all other salary schedules and all differentials including supplemental differentiated stipends ~~(excluding the winter and spring athletic coaches governed by Article 23, Section 20(B)(3)(g))~~, shall be increased by ~~two~~ three percent (~~2.03.0~~%).

If the Agreement is extended pursuant to Article 32 through the 2026-27 academic year, effective July 1, 2026~~3~~, the Cleveland Differentiated Compensation System (CDCS) schedule for certificated/licensed bargaining unit members, and all other salary schedules and all differentials including supplemental differentiated stipends ~~(excluding the winter and spring athletic coaches governed by Article 23, Section 20(B)(3)(g))~~, shall be increased by ~~two~~ three percent (~~2.03.0~~%). These increases are reflected in the corresponding tables listed in Appendix A.

Effective July 1, 2024, licensed practical nurses ("LPNs") will be placed on a new salary schedule. After the application of the general wage increases described above, the LPNs salary schedule will receive an equity adjustment of \$1,000 at every level effective July 1, 2024, an additional equity adjustment of \$500 at every level effective July 1, 2025, and (if the Agreement is extended pursuant to Article 32 through the 2026-27 academic year) an additional equity adjustment of \$500 at every level effective July 1, 2026.

Effective July 1, 2024, Educational Aides, Instructional Assistants, Parent Mentors, Community Aides/Title I, and Building Administrator Aides will be placed on a new salary schedule. After the application of the general wage increases described above, the positions on that salary schedule will receive an equity adjustment of \$2,000 at every level effective July 1, 2024, an additional equity adjustment of \$1,000 at every level effective July 1, 2025, and (if the Agreement is extended pursuant to Article 32 through the 2026-27 academic year) an additional equity adjustment of \$1,000 at every level effective July 1, 2026.

Paraprofessionals and technicians will move one (1) tier on the salary schedule every two (2) years.

College Credit (CC) for paraprofessionals will be paid following the schedule in Appendix A. Voluntary Professional Development days (VPD) will follow the provisions found in Article 24.

The Sign Language/Educational Interpreters salary schedule will reflect 70% of the teacher salary schedule. Sign Language/Educational Interpreters receiving a Teacher Effectiveness rating of "Developing" or above will move one (1) tier on the salary schedule every two (2) years.

Article 32, Section 1.

This Agreement shall be effective from July 1, 202~~4~~¹ through June 30, 202~~6~~⁴and.

If, by January 1, 2025, the District's is able to execute the certificate required by ORC §5705.412 regarding the availability of funds to extend the Agreement for one additional year (from July 1, 2026, through June 30, 2027), the District will extend the Agreement and the Agreement shall remain in effect for the additional year.

If the Agreement is extended through June 30, 2027, pursuant to this section, the wage increases described in Article 31, Section 2(A) and identified in Appendix A for the 2026-27 academic year will go into effect.

If the District is unable extend the Agreement for one additional year by the January 1, 2025, deadline, this agreement shall remain in full force and effect from year to year thereafter unless on or before December 1, 202~~5~~³ and on or before December 1 any year thereafter, prior to expiration, either party gives written notice to the other of the intention to negotiate on any or all of the provisions of the Agreement. If such notice is given, the parties shall promptly enter into negotiations and this Agreement shall remain in full force and effect until the June 30 immediately following such notice.

Shari Obrendki 5.6.24

CTU

3 Karen G. Morgan II
Cleveland Metropolitan School District 5/6/24