

MEMORANDUM OF UNDERSTANDING BETWEEN THE

CHIEF EXECUTIVE OFFICER

AND

CLEVELAND COUNCIL OF ADMINISTRATORS AND SUPERVISORS

Effective July 1, 2024, through June 30, 2027

Article 1: Recognition

Section 1.1 Membership

- 1) During the remainder of the 2024-25 academic year, the Cleveland Council of Administrators and Supervisors (“CCAS”) membership eligibility will be limited to:
 - a) school-based administrators employed by the District pursuant to a school administrator contract issued pursuant to ORC 3319.02 (including Principals, Assistant Principals, Campus Coordinators, Curriculum & Instruction Specialists, and Deans of Engagement); and
 - b) at-will employees who are below the Senior Leadership / Executive Director level. The Senior Leadership / Executive Director band will be defined as those employees paid pursuant to compensation band 16 or higher.
- 2) Effective March 1, 2025, any employee who does not meet the above requirements will be excluded and/or removed from CCAS membership and the District will not process membership dues for such employees.
- 3) The CEO will retain discretion to make a redetermination regarding the authorized membership of at-will employees in CCAS after the 2024-25 academic year. Such redetermination can be implemented at the discretion of the CEO at any point on or after July 1, 2025. Even if a redetermination by the CEO restricts access to CCAS membership for any or all at-will employees, school-based administrators employed by the District pursuant to a school administrator contract issued pursuant to ORC 3319.02 (including Principals, Assistant Principals, Campus Coordinators, Curriculum & Instruction Specialists, and Deans of Engagement) will continue to have a CCAS membership opportunity.
- 4) Any membership-eligible employee will be afforded the opportunity to become a CCAS member with full benefits by paying prorated monthly dues.
- 5) Enrollment opportunities for new members will be from July 1 to October 1.
- 6) New hires hired after October 1 will have 30 days to join CCAS.
- 7) Membership will be automatically renewed unless notification is otherwise provided to the membership committee chairperson.
- 8) CCAS members in good standing will be represented by CCAS in professional matters/items directly negotiated in this agreement.
- 9) Members in good standing are also members of the OAESA or OASSA based on their selections and are entitled to full membership benefits.
- 10) Although the CCAS may extend non-employment-related benefits to District administrators and supervisors other than those described in paragraph 1, above, including the direct collection of dues and/facilitation of membership benefits associated with OAESA or OASSA, such members will not be CCAS members for CMSD employment purposes and no dues will be remitted for such individuals through CMSD.

Article 2: Term of Agreement

Section 2.1 Term of Agreement

This Agreement shall be for three (3) years, effective July 1, 2024, through June 30, 2027.

Article 3: Wages and Compensation

Section 3.1 Transition & Salary Schedule

See Appendix A

Section 3.2: Advancement

Internal candidates for newly opened positions will be given the same opportunities to fill the openings as external candidates. The Department Head will screen the internal candidate prior to interviewing external applicants to determine eligibility. If an internal candidate is not eligible, an explanation and a pathway to obtain necessary qualifications will be provided.

Section 3.3 Contracts

In the years when a CCAS member's contract is renewed, the District will make good-faith efforts to ensure contracts are provided to CCAS members prior to the first student school day of the traditional school calendar.

Section 3.4 Salary Step Level Due to Promotion

Individuals promoted within rank, (e.g., elementary principal to high school principal, elementary school assistant principal to high school assistant principal etc.) will maintain their step level for the new position and will be placed on the nearest salary schedule step which guarantees an increase in compensation based on the individual's daily rate of pay:

- A. Curriculum and Instructional Specialists will enter the scale based on the number of AC they received up to 15 as a CIS the year prior to becoming an assistant principal or principal.
- B. Individuals promoted to a new position (e.g., teacher to assistant principal, supervisor to manager, etc.) will be placed on the new salary schedule step which guarantees an increase in compensation (excluding differentials) and which does not exceed the salary band for the new position.
- C. A list of all new placements by promotion or acquisition shall be provided to CCAS prior to public release of information.

Section 3.5 Salary Appeals

All Members will have the right to appeal to the Chief Talent Officer concerning positions and placement on salary schedules. Appeals concerning AC earned, contract lengths, non-renewals, and disciplinary recommendations will be directed to the Deputy Chief of School Autonomy.

Article 4: Holidays

Section 4.1: Holidays

Observed holidays for 260-day employees will be in accordance with the annual calendar adopted by the Board of education and designated as “All Facilities Closed” days. Such calendars are expected to include at least the following holidays:

New Year’s Day
Martin Luther King Day
Presidents’ Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans’ Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day

Article 5: Vacation

Section 5.1 Vacation Days

Principals will accrue twenty-five (25) paid vacation days per academic year.

Section 5.2 Discretionary Vacation Cash Out

At the discretion of the CEO, CCAS members will be eligible to cash out up to twenty (20) vacation days within a fiscal year at their current daily rate. at the daily rate, the remainder will continue to carry over.

Section 5.3 Separation-Based Vacation Cash Out

Principals will be paid 100% of their vacation days upon separation, up to the amount actually accrued within the three years before the date of separation.

Article 6: Sick Leave

Section 6.1 Sick Leave

CCAS members will receive fifteen (15) sick leave days and three 3 days unrestricted special privilege days annually.

Section 6.2 Sick Leave Cash Out

At the discretion of the CEO, CCAS members will be eligible to cash out 10 sick days within a fiscal year at their current daily rate.

Section 6.3 Sick Leave Severance

CCAS members who have between ten (10) and thirty (30) years of Cleveland Metropolitan School District-experience shall receive, at the time of their retirement, a cash severance payment as follows:

- A. Fifty percent (50%) of their total accumulated sick leave paid upon separation in a one (1) - time payment
- B. Sick leave severance will be paid based on the eligible member's regular daily rate of pay at the time of separation or transferred to the member's new district.
- C. Should a member be receiving sick leave severance payments die before receiving the full severance payment, the district shall pay to the member's beneficiaries the sick leave severance payment.

Article 7: Paid Parental Leave

Section 7.1 Paid Parental Leave

All regular full-time District employees who have completed sixty (60) 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.

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.

For all the qualified events above, the employee must be the biological parent or adoptive parent and the qualifying event must occur on or after July 1, 2024.

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.

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.

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.

If an employee is FMLA eligible, Paid Parental Leave must be taken concurrently with FMLA Leave and be counted against FMLA Leave.

Sick Day Donations may be collected, but will not be eligible to be applied, during Paid Parental Leave. Donated Sick Days for a medically necessary leave beyond the 12-weeks provided through this policy will be administered consistent with collective bargaining agreements.

Upon separation of employment, unused Paid Parental Leave is forfeited; under no circumstance will this

benefit be paid out.

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 employee will have seven (7) days to resolve any deficiencies.

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.

Article 8: Sabbatical Leave

Section 8.1 Sabbatical Leave Approval

Sabbatical leave may be approved for up to three (3) CCAS members per year. Sabbatical leave(s) criteria will be decided and competitively awarded based on said criteria by the CEO. Final decisions on the award of sabbatical leave(s) by the CEO should be made by April 1st.

Section 8.2 Eligibility

Three (3) years of continuous successful administrative/ supervisory experience in the CMSD.

Section 8.3 Application

- A. Application for sabbatical leave must be filed with the CEO by the first day of the second semester of the school year prior to the school year being requested for sabbatical.
- B. Sabbatical leave may only be used for formal advanced study.
- C. Sabbatical leaves will be granted for the school year beginning in August.
- D. Sabbatical leaves are granted for one school year only. An extension of one year may be considered, and if granted, will be as a leave of absence for study without pay. The District will not approve a third year sabbatical leave of absence.

Article 9: Healthcare

Section 9.1 Health Insurance Carriers

Healthcare provisions for CCAS members will be aligned with the Healthcare Insurance offered to CTU members pursuant to CTU agreement Article 30 Sections 1-9 and 11.

Article 10: Life Insurance

Section 10.1 Life Insurance

The Board of Education shall underwrite the cost of a \$50,000 life insurance policy for each CCAS member.

Article 11: Tuition and Conference Reimbursement

Section 11.1 District Contribution to Professional Learning.

As educators it is important to always model for the communities we serve the spirit of being a lifelong learner. Improving oneself through conference or college coursework is the most widely accepted method of achieving this goal. To continue to attract, develop, and retain talent, the fiscal year budget for this account will be \$75,000 for reimbursement of conference and/or tuition costs to CCAS members for certifications, graduate, or doctoral credit courses, conference reimbursement, and CEUs. Attendance at professional meetings for CCAS members will be permitted with prior awareness by the respective supervisor. The necessary district forms must be received and approved by the respective supervisor at least five (5) school days prior to attending the meeting. Any tuition payments for the Cleveland State University Superintendents Licensure Program for principals approved by the CEO and CCAS in advance of the program and who successfully complete the program requirements will be made from this \$75,000 allotment.

Section 11.2 Reimbursement Procedures

To receive reimbursement:

- A. Course(s) being taken for tuition reimbursement must be part of the individual's approved professional development plan.
- B. Tuition bill or receipts must be submitted as proof of payment.
- C. A grade of "B" or better must be attained for each course taken for tuition reimbursement.
- D. Course description, agenda or itinerary shall be provided for courses or conference attended.
- E. Tuition reimbursement cannot exceed \$3000 per year for an individual; \$1,500 per semester.
- F. Reimbursement will be for tuition, registration, meals, books for courses, lodging, parking, mileage. This reimbursement will be done on a first come basis each year up to the maximum seventy five thousand (\$75,000.00).
- G. Tuition reimbursement will not be paid for course(s) taken for required remediation.

Article 12: Principal Pipelines

Section 12.1 Internal Hiring Considerations

CCAS members who have successfully completed an administrator pipeline process (if applicable), apply for a corresponding administrator position within the District, and meet the minimum qualification requirements for the position will be afforded the opportunity to complete any pre-interview tasks and/or assignments. This does not guarantee that the applicant will receive an interview.

Section 12.2 Aspiring Principals

The Aspiring Principals' Academy will be implemented under the joint leadership of the CMSD and CCAS to

select and collaborate on placements of qualified individuals for principal positions.

Section 12.3 Pipeline Collaboration

CCAS will continue to participate in a collaborative/joint decision-making process with any pipeline for administrators programming components.

Article 13: Four Year Plan

Section 13.1 Definition

A CCAS member with three (3) years of continuous successful administrative/ supervisory experience in the Cleveland Metropolitan Schools may opt for a "Four Year Plan" By giving written notice to the CEO by April 30th of the fiscal year prior to starting the Four Year Plan.

Section 13.2 Process

For three (3) consecutive school years, each participant performs his/her regular duties. However, the gross pay for each pay period shall be only seventy- five percent (75%) of the scheduled amount. Fringe benefits will remain unaffected.

By April 1st of the third year on the plan, the Participant must notify in writing the CEO as to whether or not s/he will be a member of the staff for the fourth year of the plan. Should the member elect to continue with the fourth year of the plan, the participant shall not be assigned a position within the district. The participant shall receive at the normal pay intervals, mailed to the address of his/her preference, a payroll check to be calculated as follows: Total salary withheld for the preceding three (3) years, minus the cost of providing the participant's fringe benefits, i.e. health insurance, employee's respective payroll taxes, etc.

Section 13.3 Retirement Contributions

Retirement contributions, by State retirement rules, regulations, laws will be made on the member's total salary for the first three years of the plan; during the fourth year, there will be no contributions made, by either the employee or district and no service credit earned.

Section 13.4 Withholdings

The participant's interest in the money withheld from paycheck vests at the end of the third year. Therefore, at the participant's discretion, s/he may make that Election by April 1st of the third year of the plan and opt to receive all amounts withheld (less applicable deductions required by law} by July 1st of that year. In such instances, the Four-Year plan is considered canceled.

Article 14: Professional Development

Section 14.1 Professional Development Planning

A CCAS-selected designee will work with the Office of Professional Development and/or the Academics Team to develop, implement, and assess professional development offered to members.

Article 15: Retirees

Section 15.1 Retirees

Every opportunity will be given for active employees to fill vacancies before a position is offered to a retiree. When a retiree previously from the district is hired, they will enter the position as a new employee.

Article 16: Working Conditions

Section 16.1: Inclement Weather Policy

When the District is closed due to inclement weather all members in sites providing direct services to students will not be required to report to work. All other members are expected to report to work.

Section 16.2: Physical Restraint and Seclusion Training

- A. The District will collaborate with CCAS leadership to explore and provide opportunities for CCAS members to participate in training on evidence-based crisis management, de-escalation techniques, physical restraint, and seclusion.

Section 16.3: CCAS Committee Participation and Information About District Initiatives

- A. The CCAS President will discuss with the CEO CCAS' preferences for CCAS member participation on District committees. Formal participation on any committee will remain at the discretion of CEO.
- B. The District will inform CCAS leadership of District-wide initiatives impacting CCAS members.
- C. A CCAS designee will meet with District leadership during the first quarter of each year to review available timelines/deadlines for the school year. This review should include discussion of timelines/deadlines for testing schedules, SLI meeting dates, grading deadlines, TDES/OPES deadlines, academic achievement plan due dates, scheduling deadlines, budget submission deadlines, end of year budget closing/finalization dates, and staffing timelines.

Section 16.4: School Based Administrators Work Day

- A. Although the standard work hours for school-based administrative employees is 8 hours per day for absence reporting purposes, it is recognized that school-based administrative employees are "exempt" employees for FLSA purposes and may be required to work beyond their regularly-scheduled hours.

Article 17: Central Office Parking

Section 17.1 Parking

Any CCAS member required to report to Central Office will have parking validated

Article 18: Mileage

Section 20.1 Mileage

The IRS rate for mileage will be paid to all CCAS members who are eligible for reimbursement.

Article 19: Mediation

Section 19.1 Mediation

In the interest of maintaining an effective working environment and unity between school-based administrators where both parties are members, a CCAS executive board member may attempt to mediate professional conflicts and make every effort to arrive at a reasonable and prompt resolution.

Article 20: Discipline

Section 20.1 Fact Findings

In the event the District / an appropriate supervisor pursues formal disciplinary action against a CCAS member, the member will be provided with the following due process rights:

- A. The member will be provided a notification regarding the alleged conduct and an invitation to attend a fact-finding hearing.
- B. The member will be afforded an opportunity to participate in a fact-finding hearing where the underlying concern is discussed, and the employee will be afforded an opportunity to respond to the allegations in question. The member may be represented at the Fact-Finding by a representative from CCAS.
- C. After the Fact-Finding hearing, the member will be provided with a signed determination letter describing the results of the fact-finding hearing.
- D. If the determination letter confirms the issuance of a formal written reprimand, the CCAS member shall acknowledge that the material has been received by affixing his/her signature on the receipt and returning the receipt to the superior. The signature of the CCAS member on the receipt only denotes receipt of the material and not necessarily the agreement with the contents of the material.
 - a. Disciplinary materials and determinations related to incidents that only resulted in a written reprimand or lesser discipline shall be deleted from a member's personnel file after three (3) years of employment with no reported derogatory incidents being placed in the file.
- E. If the determination letter confirms a recommendation that the member be issued a suspension or that their employment be terminated, the determination will be first reviewed by the Chief Executive Officer who will determine whether to recommend a suspension or termination of the member to the Board of Education.
- F. The member will be notified of the CEO's anticipated recommendation to the Board in advance of the Board meeting.
- G. The member may elect to make an appeal to the Board of Education regarding the CEO's recommendation at the Board meeting in advance of their voting on the recommendation. To elect this option, the member must notify the Board Attorney of the request in advance of the Board meeting.
- H. The member will be notified in writing the outcome of any suspension or termination recommendation made to the Board.

Article 21: CEO Meetings

Section 21.1 CEO Meeting Request

After the CEO has met with a staff member based on a 75% staff request, the principal will be given a written synopsis of the meeting as soon as possible. The member will have 5 days after receipt of the written documentation from the CEO/designee to respond to the concern. The CEO/designee will notify the President and the Executive Vice President of CCAS that the CEO has been asked to meet with the staff of a school.

Section 21.2 CEO Meeting Outcome

The CCAS member will meet with the CEO as soon as possible after the meeting to discuss the staff's concerns and develop strategies to address these concerns. The CEO/designee and principal will mutually agree on times to review the progress throughout the year. Upon recommendation or request, CCAS will convene an intervention team or offer assistance. The intervention team will work with the CCAS member as long as necessary.

Article 22: Evaluation of Schools

Section 22.1 Evaluation of Schools

If the evaluation process to assess the performance of any member changes, members will be made aware. When information regarding the achievements, successes, and/or failures of schools is released only the name of the school should be mentioned. All personnel who work at specific schools must be held accountable for the achievement of students, as well as the building principal.

Article 23: Senior Leadership Team

Section 23.1 CCAS Representation

The president of CCAS will hold a position on the CEO's Senior Leadership Team (SLT). CCAS members may be invited to attend a SLT meeting.

Article 24: Administrative Interns

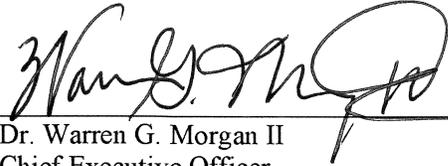
Section 24.1 Superintendent Internship Agreement

The role of field-based experiences as an integral component of principal preparation programs. During internship experiences, the intern applies classroom theory to real-life situations within the local school context. The internship's purpose is "to assure the leadership required to support our schools". Carefully crafted clinical experiences provide multiple benefits for the administrative intern, the school site and the district CCAS leadership and District staff will work collaboratively together and identify opportunities to support administrative internship experiences.

Article 25: Approval

Section 25.1 Signatures

Approval of the Memorandum of Understanding Between the Cleveland Metropolitan School District and CCAS.



Dr. Warren G. Morgan II
Chief Executive Officer
Cleveland Metropolitan School District



Quenton Davis
President
Cleveland Council of Administrators and
Supervisors

2/3/25
Date

1/31/2025
Date

Appendix A: Salary Scale and Transition

2024-2025 Assistant Principal and Principal Transition & Salary Schedule

Assistant Principal			Head of School/Principal		
Step	K-8 School	High School	K-8 School	High School	Step
1	\$91,757	\$92,993			
2	\$95,892	\$97,129			
3	\$100,021	\$101,258			
4	\$104,167	\$105,393			
5	\$108,292	\$109,529	\$110,769	\$113,241	1
6	\$112,421	\$113,658	\$116,599	\$119,074	2
7	\$116,557	\$117,794	\$122,430	\$124,902	3
			\$128,263	\$130,736	4
			\$134,093	\$136,566	5
			\$139,922	\$142,396	6
			\$145,752	\$148,226	7