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

RE: Head Coach, Assistant Coach, Athletic Director Differentials for Athletics Governed by OHSAA

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 recognize the importance of making coaching differentials equitable across all seasons and sports; and

Whereas in the effort to recruit and retain quality athletic coaches, the District and CTU commit to the revision of the differential schedule; and

Whereas the District and the Union tasked a committee, made up of representatives of two sports per season, Athletic Directors, Athletic Administrators, Talent and Finance department members, and CTU officers to revise the compensation schedule for Ohio High School Athletic Association (OHSAA) governed high school athletics;

Therefore, the District and the CTU agree to the following terms and conditions regarding high school athletic differential positions:

- 1. All high school athletic differential positions are placed into one of four (4) tiers. Three (3) components were used to determine Tier placement: length of season, number of participants (based on an average of OHSAA number and district numbers), and number of contests.
- 2. The ranges within each component are as follows:

Length of Season (based on days)

- a. Low Less than 80 days
- b. Mid 80 to 95 days
- c. High More than 95 days

Number of participants (based on an average of OHSAA number and district numbers)

- a. Low less than 11 participants
- b. Mid 11 to 20 participants
- c. High 21 or more participants

Number of Contests (contests are based in days; not hours)

- a. Low Less than 10 days
- b. Mid 10 to 14 days
- c. High 15 or more days

- 3. Not all components are weighted equally. For determining Tiers for each sport, the length of each season is weighted at 2.0; Participants are weighted at 1.5; and Contests are weighted at 1.0. When the weights of each component are applied, sports will fall into one of the four Tiers as follows:
 - Tier 1: Basketball, Football, and Track (indoor and outdoor)
 - Tier 2: Baseball, Softball, Outdoor Track, Soccer, Swimming, Volleyball, Wrestling
 - Tier 3: Bowling, Cross Country, Lacrosse
 - Tier 4: Golf, Rugby, Tennis
 - 4. Head Coaches Differentials- calculated as a ratio to 10% of the Level 1 Salary Step on the Teacher Schedule in Appendix A of the CBA. For SY21-22, Level 1 is \$47,765, so 10% of Level 1 is \$4,777. Differentials apply beginning with Winter and Spring seasons of the 2021-22 school year.

Sports	Head Coach	Head Coach	Head Coach	Assistant
	(Yrs. 0-5)	(Yrs. 6-10)	(Yrs. 11+)	Coach*
Football, Basketball, Track (Full)	1.61	1.94	2.42	1.08
Baseball, Soccer, Softball, Swimming, Track (Outdoor), Wrestling, Volleyball	1.17	1.41	1.76	0.78
Bowling, Cross Country, Lacrosse	0.88	1.06	1.32	0.59
Golf, Rugby, Tennis	0.59	0.70	0.88	0.39

^{*}Not all sports have an Assistant Coach

Sports	Head Coach (Yrs. 0-5)	Head Coach (Yrs. 6-10)	Head Coach (Yrs. 11+)	Assistant Coach*
Football, Basketball, Track (Full)	\$7,711	\$9,253	\$11,567	\$5,141
Baseball, Soccer, Softball, Swimming, Track (Outdoor), Wrestling, Volleyball	\$5,608	\$6,730	\$8,412	\$3,739
Bowling, Cross Country, Lacrosse	\$4,206	\$5,047	\$6,309	\$2,804
Golf, Rugby, Tennis	\$2,804	\$3,365	\$4,206	-

- 5. Head Coach Longevity considered for differential compensation. Three levels identified; (0-5 yrs.), (6-10 yrs.), and (11 or more yrs.) and Guidelines for Longevity determination listed below:
 - Only CMSD experience will be considered and must be as a Head Coach in the same differential, but does not have to be at the same school within CMSD.
 - Longevity is reset if a Head Coach loses their position due to poor coach evaluation, otherwise the person maintains longevity including if a break in coaching service occurs.
 - Longevity is reset for a coach who is a Retire/Rehire (per ORC).
 - For Cross Country and Track:
 - o Head Coach Boys or Girls Cross Country are interchangeable and count as the same differential.
 - Head Coach Girls or Boys Track are interchangeable and count as the same differential.
 - o Outdoor only Track will count as one year of experience.

- 6. Assistant Coach Differentials calculated at 0.67 of the Head Coach differential for years 0-5. Longevity levels for pay increases are not recognized to encourage the Assistant Coach to move to a Head Coach position.
 - In place of longevity pay, an Assistant Coach moving to a Head Coach position will be credited for one (1) year of Head coaching experience for every two (2) years as an Assistant Coach, with the "round down" rule applied when in an odd year (e.g., if a person has three (3) years as an assistant, the person would be credited 1 year on the Head Coach differential schedule for the same differential)
 - Credit is for CMSD Experience only.
- 7. Athletic Directors differential is calculated at Tier 1 Head Coach X 2.0 with 3 longevity levels, the same as the Head Coach.
- 8. If a Head Coach, Assistant Coach, or Athletic Director in the same differential position in the 2020-21 school year would make less money in this system than on the 2020-2021 differential salary schedule in Appendix A of the 2019-2020 CBA, a hold harmless clause will apply, to ensure that there is no loss of pay for the same differential.
- 9. The guidelines for High School Hold Harmless are as follows:
 - Coaches are responsible to apply for Hold Harmless.
 - Hold Harmless amount is based on pay for the 2020-2021 school year.
 - If at some point, the Hold Harmless pay is less than the new differential model the impacted coach will move to the new differential.
 - Hold Harmless applies to Head Coaches, Assistant Coaches, and Athletic Directors.
 - Hold Harmless only applies if a coach stays in same position with the same sport (i.e., An Assistant coach
 taking a head coaching position will move to new differential and not be eligible for the Hold Harmless
 compensation).
 - No change in school
 - High School- Head Coach, Assistant Coach, and Athletic Director must maintain continuous service.
 - Approved medical leave will not cause a loss of Hold Harmless for one season.

10. This MOU will expire on June 30, 2024.

WWW /Date 4.22.22

SIGNED AND AGREED TO BY:

FOR THE UNION:

Shari Obrenski, President

Cleveland Teachers Union

FOR THE DISTRICT:

Eric S. Gordon, Chief Executive Officer Cleveland Metropolitan School District