

Cleveland Metropolitan School District (OH)

GPA: 1.06

Rank: 49th place out of 50

*Document Examined: Collective bargaining agreement, July 1, 2000 – June 30, 2003**

Data from the NCTQ database were drawn from Cleveland's July 1, 2000 – June 30, 2003 bargaining agreement. The authors have confirmed that a new contract has been approved. In the interest of maintaining a clear, consistent, and reliable standard for the data analyzed in this report, however, we have adhered to NCTQ's coding. Find a more detailed explanation of this approach on page 14.

HIGHLY FLEXIBLE
FLEXIBLE
SOMEWHAT FLEXIBLE
SOMEWHAT RESTRICTIVE
RESTRICTIVE
HIGHLY RESTRICTIVE

Introduction

This study of the nation's fifty largest school districts starts from a simple premise: district labor agreements should not make it difficult for schools to be nimble, smart, flexible, high-performing organizations.

In particular, the study focuses on provisions that may limit school leaders' ability to attract and retain excellent teachers, to identify and remove ineffective instructors, to use professional development as a tool of organizational improvement, and to manage school operations in a professional manner—i.e., to run the most effective school possible in terms of core instructional and educational activities, crucial areas where school leaders need enough authority to match their mounting accountability obligations and executive responsibilities in a results-based era.

The Grades

The scale on which districts were graded reflects the approach outlined above. Grades of A or B generally indicate provisions that confer on school leaders the latitude to manage their schools in a professional manner. A grade of C generally means the agreement is silent regarding the provision in question—i.e., it neither affirms nor denies a school leader's right to take a specific course of action. Grades of D and F generally indicate provisions that impede or explicitly bar school leaders from exercising discretion in a given area. Cleveland's overall grade, therefore, reflects the degree to which district policies constrain school leaders' ability to make decisions on important management issues. It is in no way a holistic assessment of local education policy or school leadership, much less of school effectiveness.

Overall GPA: 1.06 (49th place out of 50)

Cleveland's GPA is the average of its scores in three areas: Compensation, Personnel Policies, and Work Rules.

Cleveland receives a Highly Restrictive rating, the lowest possible, for its 1.06 GPA, ranking second to last among the fifty districts studied. Of the ten components for which it received a grade, the district garnered five Fs and no As or Bs. Cleveland's collective bargaining agreement is especially restrictive when it comes to teacher compensation, in which category it tied with Chicago for the worst overall score.

Compensation: F (tied with Chicago for last place)

The Compensation grade combines four components: Credit for Previous Experience, Performance Pay, Hardship Pay for High-Needs Schools, and Extra Pay for Shortage Subjects.

Along with Chicago, Cleveland sits at the very bottom of the Compensation category. Its contract bars schools from pay-

Compensation	F
1. Credit for Previous Experience	C
2. Performance Pay	F
3. Hardship Pay for High-Needs Schools	F
4. Extra Pay for Shortage Subjects	F
Personnel Policies	D +
5. Tenure	N/A
6. Evaluation.	D+
7. Layoffs	N/A
8. Transfers	C
Work Rules	D
9. Professional Development	F
10. Subcontracting Operations†	C
11. Faculty Meetings	F
12. Teacher Leave	C

ing teachers extra on the basis of performance, for working in high-needs schools, or for teaching shortage subjects. Cleveland's agreement did receive a C for allowing school leaders to consider previous experience working in a subject-related field when setting starting teacher salaries. Still, new hires can qualify for only the fifth step out of thirty-six on the district's salary scale, dropping its grade for that indicator.

Personnel Policies: D+ (47th percentile)

The Personnel Policies grade combines four components: Tenure, Evaluation, Layoffs, and Transfers.

Cleveland fares a little better in this category. The district's bargaining agreement is silent on whether school leaders may consider student performance, including test scores, when evaluating teachers. The district reported to NCTQ, however, that they cannot do this for tenured teachers, dropping its grade for that indicator to a D+. On the question of layoffs, Ohio state law requires that teachers with less seniority be laid off before teachers with greater seniority, giving Cleveland an N/A for that component. Cleveland's contract loses points for requiring that internal job applicants be given priority over new hires for vacant positions, but it earns points for barring transferring teachers from "bumping" their less senior colleagues. Tenure rules in Cleveland, as in most places, are set by state law, not local decision; therefore, the district did not receive a grade for that component, either.

Work Rules: D (41st percentile)

The Work Rules grade combines four components: Professional Development, Subcontracting Operations, Faculty Meetings, and Teacher Leave.

Cleveland's bargaining agreement receives Fs for requiring teachers to be given stipends for professional development activities outside the scheduled workday and for capping faculty meetings at one hour. It also requires that ten minutes at such meetings be reserved for union matters. The contract is silent on whether school leaders may subcontract school operations to nonunion workers and whether leave must be made available for teachers to attend union activities.

Conclusion

Cleveland is one of the least principal-friendly environments in this study, giving school leaders little flexibility to assemble and lead strong teams. Even in its strongest category, Personnel Policies, it finds itself on the bottom half of the list. To better equip its school leaders with the flexibility they need to manage their schools effectively, the Cleveland Board of Education should negotiate aggressively to make contract changes that explicitly confer on school leaders the right to:

1. raise the starting salaries of teachers with all forms of relevant prior experience. (The bargaining agreement bars this practice.)
2. reward teachers on the basis of performance. (The bargaining agreement bars this practice.)
3. reward teachers in high-needs schools and teachers of shortage subjects. (The bargaining agreement bars these practices.)
4. consider student performance, including test scores, when evaluating teachers. (The bargaining agreement is silent on this practice.)
5. base decisions regarding teacher transfers on individual merit and performance rather than seniority. (Of the three indicators directly addressing teacher transfers, the bargaining agreement requires school leaders to consider seniority on one and grants them flexibility on another. State law governs the final indicator.)
6. subcontract (i.e., outsource) school operations. (The bargaining agreement is silent on this issue.)

In addition, the board should amend provisions that:

7. mandate that teachers be given stipends for professional development activities outside the scheduled workday.
8. cap the time allowed for faculty meetings and require that time at faculty meetings be allotted to union matters. (While long meetings are not necessarily preferable, principals should have some discretion.)

* The data examined in this report come from the National Council on Teacher Quality (NCTQ) database, "Teacher Roles, Rules and Rights." All data were culled from the NCTQ database in November 2007. In states that permit collective bargaining, NCTQ examined collective bargaining agreements, with the exception of Jordan School District in Utah, which does not have a bargaining agreement. In states where collective bargaining is either illegal or otherwise not practiced, NCTQ examined school board policies. Where a provision in state law precludes the possibility of a collective bargaining agreement or school board policy addressing a certain component in our study, we excluded it from our analysis, marking the component "N/A." Find a more detailed explanation of this report's methodology starting on page 14.

† This indicator refers to the right of school leaders to outsource school operations to nonunion workers. NCTQ uses the term "subcontracting" in its database, which we retain here in the interest of consistency.